City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, July 12, 2022

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 22-347 Approve the Agenda for the Regular meeting of July 12, 2022, as presented or with amendments.

Attachments: 07-12-2022 Short Agenda ADA.pdf

MINUTES:

II.2(a) 22-341 Approve the Minutes of the Budget Priorities & Goal Setting Workshop held on April 19, 2022, as written or with amendments.

Attachments: 04-19-2022 Minutes ADA.pdf
EXHIBIT A-Presentation Goal Setting Workshop-April (1).pdf
EXHIBIT B-Parks Infrastructure Plan.pdf
E-Comment from K. Lortie-Citizen Feedback.pdf

II.2(b) 22-342 Approve the Minutes of the Regular meeting of April 26, 2022, as written or with amendments.

Attachments: 04-26-2022 Minutes ADA.pdf
Exhibit A - Email from Meredith Lidstone read by K. Lortie.pdf
E-Comment from K. Lortie.pdf
E-Comment from K. Lortie-Citizen Feedback for 4_19 Budget Priorities & Goal S

II.2(c) 22-346 Approve the Minutes of the Regular meeting of June 7, 2022, as written or with amendments

Attachments: 06-07-2022 Minutes ADA.pdf

III. AWARDS AND PRESENTATIONS:

III.1 22-360 Proclamation: Recognizing June 6-16, 2022 as the "28th Annual EFSC P.J. Wilson & Henry Scott Minority Youth Golf Camp".

Attachments: 28th Annual Youth Golf Camp.pdf

III.2 22-384 Recognition of the Cocoa High School Tigers 4x100 Relay Track Team.

Attachments: Track Team Certificates.pdf
Cocoa Tigers Article (Space Coast Daily).pdf

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 22-167 Authorize the Mayor to execute the First Amendment to Telecommunications Tower Collocation Consent and Lease Agreement between SprintCom, LLC (Sprint) and the City of Cocoa.

Attachments: Telecommunications Tower Collocation Consent and Lease Agreement 03.14.2
First Amendment to Telecommunications Tower Collocation Consent and Lease

V.2 22-181 To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making an Exemption to Competitive Purchase through RedZone Robotics, Inc. for two (2) SOLO® Autonomous Robotic Camera Systems

Attachments: RedZone SOLO Purchase Proposal (220310)R1.pdf
Redzone Sole Source Letter.pdf
Resolution - Sole Source -Redzone Robotics.doc
ICOM3 Software Info.pdf
SOLO Autonomous Robot Benefits.pdf
SOLO Rapid Autonomous Robot CCTV Inspection Platform.pdf

V.3 22-308

Attachments: Budget Resolution FY 2022- ADA Compliant.docx
BAF 22-090-T-UT-Jacobs Engineering Scope and Budget (07-12-22) Agenda 2
Cocoa Task Order 2022-17 Addendum 1_Jacobs Signed.pdf
TO-JACOBS 2022-17.1 $490120.00.pdf

V.4 22-332 To Approve the 1st Amendment to Piggyback Contract (PGB-B-7-21-86) with Municipal Corporation and Frontline Fire Protection, LLC dba ATP Fire, 215 West Drive, Melbourne, FL 32904

Attachments: PARTIALLY EXECUTED ATP Fire 1st Amendment (003).pdf
FULLY EXECUTED Standard Form for New Piggyback Contract No B 7-21-86.p

V.5 22-334 To Approve a Resolution Amending the FY22 Budget, BAF 22-096-T for Transfer of Funds from the Dyal Water Treatment Plant (WTP) Repair and Maintenance Account 421-4020-536.46-00 to the Operating Supplies Account 421-4020-536.52-00.

Attachments: Budget Resolution FY 2022- ADA Compliant.docx
BAF 22-096-T-UT-Instrumentation Tech tools and SCADA (07-12-22) Agenda 2

V.6 22-356 Approve a Resolution Amending the FY2022 Budget, BAF #22-099-T for use of salary, and BAF #22-101-T for use of contingency funds to cover final quarterly invoice for the City's Property, Liability, and Auto insurance with Florida Municipal Insurance Trust.

Attachments: FMIT INVOICE INV-35852-G5W8.pdf
Budget Resolution FY 2022- ADA Compliant.docx
BAF 22-099-T-UT-Final FMIT Invoice (7-12-22) Agenda 22-356.pdf
BAF 22-101-T-HR-Final FMIT Invoice (7-12-22) Agenda 22-356.pdf

V.7 22-357 Approve a Change Order in the amount of $4,173.00 to the Purchase Order issued to Granite In-liner LLC to reline a pipe related to the Cured-In-Place Pipe Lining Program.

Attachments: Piggyback Agreement Approval by Council October 27, 2020 Page 2.pdf
City of Cocoa - Proposal REV3 09.27.2021.pdf
City of Cocoa - FY21 CIPP Lining 6-9-22.pdf
Granite INliner COI 10-1-22.pdf
Req#44772 CO#1 to PO#78964.pdf

V.8 22-359 To Approve a Budget Transfer (BAF 22-105-T) for Engineering Services related to the Rehabilitation of the City of Cocoa's Potable Water Elevated Storage Tank (DYET22); To Approve a Resolution Amending the FY2022 Budget

Attachments: TO-JACOBS 2022-23 $35056.00 - UT-ENGIN.pdf
RFQ-20-03-COC AGREEMENT.pdf
PROPOSAL-FULLY EXECUTED.pdf
Budget Resolution FY 2022- ADA Compliant.docx
BAF 22-105-T-UT-Jacobs Eng-Elevated Tank Repair (7-12-22) Agenda 22-359.

V.9 22-361 Approve a resolution amending the FY22 budget, BAF 22-098-T for budget shortfalls due to unforeseen expenditures related to equipment failure of two Fire Engines and the Tower Truck.

Attachments: Repairs to T32 2015 Sutphen SPH.docx
Budget Resolution FY 2022.docx
BAF 22-098-T-FD-Tower Truck Repairs (7-12-22) Agenda 22-361 (002).pdf

V.10 22-375 Approve a Resolution amending the Fiscal Year 2022 budget, BAF 22-108-A to cover the expenses for a rehabilitation project at 1113 Abington Street, Cocoa, FL. Request Council to award ITB 22-10-COC to ALGAT Enterprises, Inc. in the amount of $70,000 to rehabilitate the Property. Approve a Resolution to allow for the rehab project to exceed the maximum assistance of $49,999 as per the City's Housing Policy; and authorize the City Manager to sign the construction agreement, issue the purchase order and approve any change orders not to exceed $5,000.

Attachments: 1113 Abington St - CONSTRUCTION AGREEMENT SHIP and CDBG.pdf
Project Resolution - 1113 Abington Street.doc
Budget Resolution FY 2022- ADA Compliant.docx
BAF 22-108-A-CDBG-Rehab at 1113 Abington St (7-12-22) Agenda 22-375.pdf

V.11 22-386 Approve a resolution amending the FY22 budget, BAF 22-109-A for entering into an Off-System Construction and Maintenance Agreement, Three Party Escrow Agreement, and Locally Funded Agreement with the Florida Department of Transportation for FPN# 442885-1-52, the State Road 520 from Aurora Road to Hubert Humphrey Causeway project.

Attachments: Resolution 2022-055.docx
Budget Resolution FY 2022- ADA Compliant.docx
BAF 22-109-A-PW-FDOT Sidewalk Project (7-12-22) Agenda 22-386.pdf
442885-1-52-01 - OFF SYSTEM CONSTRUCTION AND MAINTENANCE AGR
442885-1-52-02 Three Party Escrow Agreement.pdf
442885-1-52-02 - LFA - Cocoa - SR 520 (updated 6.30.22).pdf

MULTI-YEAR CONTRACTS:

V.12(b) 22-290 To Approve Participation in a Multi-Year Cooperative Purchase Agreement with Hydra Service, Inc., Debary, Florida for the Systematic Replacement of Lift Station Pumps, Project No. WS1141, Utilizing the Orange County Contract No. Y21-170-MV effective August 1, 2021 through July 31, 2024; To Authorize the City Manager to Approve Purchase not to Exceed $66,897 for FY22 and to Execute Any Annual Renewal Amendments Under the Original Contract

Attachments: EVERIFY Hydra Service (S) MOU.pdf
PARTICIALLY EXE Standard Form for Piggyback Contract No. Y21-170-MV-AE
SIGNED E-Verify Affidavit.pdf
Y21-170 Orange County-Hydra.pdf
Hydra Service Pump Quote No. 220616-2JS.pdf

V.13(b) 22-317 Approve participation in a multiyear cooperative Sourcewell Contract

020221SAM with Samsara Inc, for Cloud Based Vehicle GPS location

service through March 26, 2026, in addition to any extensions. Authorize the City Manager to approve the agreement, purchase orders, renewals, and amendments to the Users License Agreement with Samsara Networks Inc, and additional VG34 units as needed.

Attachments: Samsara Contract 020221 v2.pdf
020221-SAM Authorization Memo.pdf
City of Cocoa - Public Sector - Monthly (5) (2).pdf

V.14(b) 22-340 Approve a multi-year interlocal agreement between the City of Cocoa and the City of Rockledge for School Crossing Guard services for the school year commencing August 10, 2022 and end May 25, 2023.

Attachments: Interlocal for Crossing Guard Services.pdf

V.15(b) 22-385 To consider approval of a multi-year contract between the School Board of Brevard County and the City of Cocoa for the renewal of up to four (4) school resource officers for the school year 2022-2023, beginning July 1, 2022 and ending June 30, 2023 and authorize the City Manager and City Attorney to finalize and execute the contract with the School Board.

Attachments: FY2022-2023 SRO MOU.pdf
SRO Revenue Backup (6-28-22).pdf

VI. PUBLIC HEARINGS:

VI.1 22-376 Conduct final Public Hearing to approve the City of Cocoa's FY 2022/2027 Consolidated Plan and the FY 2022/2023 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements.

Attachments:
- Exhibit A Cocoa FY 22-27 Consolidated Plan FY 22-23 Action Plan ADA.pdf
- Exhibit B FINAL STATEMENT OF CDBG PROJECTS FOR FY 2022-2023.docx
- Exhibit C Florida Today Ad.docx
- Exhibit D City Clerks's Journal Page 3.pdf
- Exhibit E City of Cocoa Map & 2020 Census Tracts.pdf
- Exhibit F CRA Map 2022.pdf
- Exhibit G Certifications.pdf
- Exhibit H Public Comments for 2022.docx

VII. COUNCIL BUSINESS:

VII.1 22-348 Consider the Donation Application for Cocoa Youth Athletics Corporation in the amount of $1,000.

Attachments: Cocoa Youth Athletics Corp application packet.pdf

VII.2 22-388 Approve Resolution 2022-56 amending the City of Cocoa Speed Hump Policy.

Attachments:
- Speed Hump Resolution 2022-056.docx
- Speed Hump Policy and Petition Form August 2011.pdf
- Speed Hump Policy and Petition Form July 2022.docx

VIII. CITY BUSINESS:

VIII.1 22-327 To Approve Ordinance No. XX-2022 To Update Irrigation Conservation Practices to Promote Water Conservation

Attachments: Ordinance___-2022 Irrigation ORdinance.pdf

VIII.2 22-339 To Approve an Addendum to extend the Master Agreement For Water Meter and Meter Reading Equipment Purchases with Ferguson Enterprises LLC., Authorize the City Manager to approve a Blanket Purchase Order for Ferguson Enterprises LLC. for up to $1,650,000 and Request Council approval of a Resolution to Waive Competitive Bid with Ferguson Enterprises LLC for the purchase of Neptune water meters and other ancillary hardware required to support meter operations upon the adoption of the FY23 Budget.

Attachments: Sole Source Resolution -Ferguson.doc
3rd Amendment Renewal Ferguson Waterworks.pdf
Fully Executed_Master Agreement for Water Meter & Meter Reading Equipmen
Sunstate Ownership Change Notice Letter 10-25-21.pdf
Ferguson-Sunstate Amendment 001.pdf
Ferguson-Sunstate Amendment 002.pdf

VIII.3 Approve, as recommended, the proposed Fiscal Year 2023 benefit renewal medical, dental, vision, life, and disability insurance; and to authorize the City Manager to sign related agreements. (Administrative Services Director)

VIII.4 22-372 Consideration of a $7,500 forgivable loan with Chef's Kitchen according to the Procedures, Policies, and Conditions of the Upstart Cocoa Minority and Small Business Program.

Attachments: Chef's Kitchen Budget Justification Form.docx
Upstart Cocoa Small Business Forgivable Loan Agreement Template - 4-26-21.

IX. INFORMATIONAL AGENDA:

IX.1 22-349 FY 2022 Budget Adjustment Report

Attachments: Pd 8. May - FY 2022 EXPENSE Budget Tracking Worksheet-2022-05.pdf
Pd 8. May - FY 2022 REVENUE Budget Tracking Worksheet-2022-05.pdf

IX.2 22-350 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

Attachments: Budget Classification Report May 2022.pdf

IX.3 22-351 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

Attachments: Change Order Authorizations 05-31-22.pdf

IX.4 22-355 Informational Item Only

Attachments: May 2022 Calls For Service By Incident Type.pdf

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

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

Legislation Details (With Text)

File #:	22-347	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	6/8/2022			**In control:**	City Council
On agenda:	7/12/2022			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of July 12, 2022, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	07-12-2022 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 8, 2022
Agenda Date: July 12, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of July 12, 2022, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of July 12, 2022, as presented or with amendments.

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: July 12, 2022
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 12, 2022. (22-347)

2. Minutes: (a) Minutes of the Budget Priorities & Goal Setting Workshop held on April 19, 2022 (22-341)
(b) Minutes of the Regular meeting of April 26, 2022 (22-342)
(c) Minutes of the Regular meeting of June 7, 2022 (22-346)

III. Awards and Presentations:

1. Proclamation: Recognizing June 6-16, 2022 as the "28th Annual EFSC P.J. Wilson & Henry Scott Minority Youth Golf Camp". (22-360). (Councilmember Koss)

2. Recognition of the Cocoa High School Tigers 4x100 Relay Track Team. (22-384). (Councilmember Goins)

IV. Delegations:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related

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

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

V. Consent Agenda:

(A) General Consent Items:

1. Authorize the Mayor to execute the First Amendment to Telecommunications Tower Collocation Consent and Lease Agreement between SprintCom, LLC (Sprint) and the City of Cocoa. (22-167). (Chief Technology Officer)

2. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making an Exemption to Competitive Purchase through RedZone Robotics, Inc. for two (2) SOLO® Autonomous Robotic Camera Systems. (22-181). (Utilities Director)

3. Approve a Resolution Amending the FY2022 Budget, BAF#22-090-T, Transferring Funds for Additional Work Required under Task Order No. 2022-17, Addendum #1 for Jacobs Engineering, Inc. to Provide Additional SCADA, Process Control Systems, and Instrumentation Support Services for Operating Revenue Funded Cocoa Utilities Capital Improvement Plan Program Projects, Related to Water Supply and Water Treatment; Approve Amendment #1 to Task Order 2022-17. (22-308). (Utilities Director)

4. Approve the 1st Amendment to Piggyback Contract (PGB-B-7-21-86) with Municipal Corporation and Frontline Fire Protection, LLC dba ATP Fire, 215 West Drive, Melbourne, FL 32904. (22-332). (Utilities Director)

5. Approve a Resolution Amending the FY22 Budget, BAF 22-096-T for Transfer of Funds from the Dyal Water Treatment Plant (WTP) Repair and Maintenance Account 421-4020-536.46-00 to the Operating Supplies Account 421-4020-536.52-00. (22-334). (Utilities Director)

6. Approve a Resolution Amending the FY2022 Budget, BAF #22-099-T for use of salary, and BAF #22-101-T for use of contingency funds to cover final quarterly invoice for the City's Property, Liability, and Auto insurance with Florida Municipal Insurance Trust. (22-356). (Administrative Services Director)

7. Approve a Change Order in the amount of $4,173.00 to the Purchase Order issued to Granite In-liner LLC to reline a pipe related to the Cured-In-Place Pipe Lining Program. (22-357). (Public Works Director)

8. Approve a Budget Transfer (BAF 22-105-T) for Engineering Services related to the Rehabilitation of the City of Cocoa's Potable Water Elevated Storage Tank (DYET22); To Approve a Resolution Amending the FY2022 Budget. (22-359). (Utilities Director)

9. Approve a resolution amending the FY22 budget, BAF 22-098-T for budget shortfalls due to unforeseen expenditures related to equipment failure of two Fire Engines and the Tower Truck. (22-361). (Fire Chief)

10. Approve a Resolution amending the Fiscal Year 2022 budget, BAF 22-108-A to cover the expenses for a rehabilitation project at 1113 Abington Street, Cocoa, FL. Request Council to award ITB 22-10-COC to ALGAT Enterprises, Inc. in the amount of $70,000 to rehabilitate the Property. Approve a Resolution to allow for the rehab project to exceed the maximum assistance of $49,999 as per the City's Housing Policy; and authorize the City Manager to sign the construction agreement, issue the purchase order and approve any change orders not to exceed $5,000. (22-375). (Community Services Director)

11. Approve a Resolution amending the FY22 budget, BAF 22-109-A for entering into an Off-System Construction and Maintenance Agreement, Three Party Escrow Agreement, and Locally Funded Agreement with the Florida Department of Transportation for FPN# 442885-1-52, the State Road 520 from Aurora Road to Hubert Humphrey Causeway project. (22-386). (Public Works Director)

(B) Multi-Year Contracts:

12. Approve Participation in a Multi-Year Cooperative Purchase Agreement with Hydra Service, Inc., Debary, Florida for the Systematic Replacement of Lift Station Pumps, Project No. WS1141, Utilizing the Orange County Contract No. Y21-170-MV effective August 1, 2021 through July 31, 2024; To Authorize the City Manager

to Approve Purchase not to Exceed $66,897 for FY22 and to Execute Any Annual Renewal Amendments Under the Original Contract. (22-290). (Utilities Director)

13. Approve participation in a multiyear cooperative Sourcewell Contract 020221-SAM with Samsara Inc, for Cloud Based Vehicle GPS location service through March 26, 2026, in addition to any extensions. Authorize the City Manager to approve the agreement, purchase orders, renewals, and amendments to the Users License Agreement with Samsara Networks Inc, and additional VG34 units as needed. (22-317). (Public Works Director)

14. Approve a multi-year interlocal agreement between the City of Cocoa and the City of Rockledge for School Crossing Guard services for the school year commencing August 10, 2022 and end May 25, 2023. (22-340). (Chief of Police)

15. Consider approval of a multi-year contract between the School Board of Brevard County and the City of Cocoa for the renewal of up to four (4) school resource officers for the school year 2022-2023, beginning July 1, 2022 and ending June 30, 2023 and authorize the City Manager and City Attorney to finalize and execute the contract with the School Board. (22-385). (Chief of Police)

VI. Public Hearings:

1. Conduct final Public Hearing to approve the City of Cocoa's FY 2022/2027 Consolidated Plan and the FY 2022/2023 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements. (22-376). (Community Services Director)

VII. Council Business:

1. Consider the Donation Application for Cocoa Youth Athletics Corporation in the amount of $1,000. (22-348). (Administrative Services Director)

2. Approve Resolution 2022-56 amending the City of Cocoa Speed Hump Policy. (22-388). (Public Works Director)

VIII. City Business:

1. Approve Ordinance No. 08-2022/ 1st Reading: To Update Irrigation Conservation Practices to Promote Water Conservation. (22-327). (Utilities Director)

2. Approve an Addendum to extend the Master Agreement for Water Meter and Meter Reading Equipment Purchases with Ferguson Enterprises LLC., Authorize the City Manager to approve a Blanket Purchase Order for Ferguson Enterprises LLC. for up to $1,650,000 and Request Council approval of a Resolution to Waive Competitive Bid with Ferguson Enterprises LLC for the purchase of Neptune water meters and other ancillary hardware required to support meter operations upon the adoption of the FY23 Budget. (22-339). (Finance Director)

3. Approve, as recommended, the proposed Fiscal Year 2023 benefit renewal medical, dental, vision, life, and disability insurance; and to authorize the City Manager to sign related agreements. (22-352). (Administrative Services Director)

4. Approval of an Upstart Cocoa Forgivable Loan for $7,500 and a community enrichment project proposal for Chef's Kitchen located at 1070 Clearlake Road per the business's successful completion of the weVenture 24-week business-coaching program. (22-372). (Growth & Economic Development Director)

Multi-Year Contracts:

None**.**

IX. Informational Agenda:

1. FY 2022 Budget Adjustment Report. (22-349). (Finance Director)

2. Data showing the relation between the estimated and actual income and expenses to date. (22-350). (Finance Director)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (22-351). (Finance Director)

4. Calls for service provided by the Cocoa Fire Rescue Department for the month of May 2022. (22-355). (Fire Chief)

X. Reports:

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

This Agenda may be Amended up until or at the Meeting

XI. Adjournment:

XII. Notice To The Public:

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

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

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

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response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.

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This Agenda may be Amended up until or at the Meeting

Legislation Details (With Text)

File #:	22-341	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	6/8/2022			**In control:**	City Council
On agenda:	7/12/2022			**Final action:**	
Title:	Approve the Minutes of the Budget Priorities & Goal Setting Workshop held on April 19, 2022, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-19-2022 Minutes ADA.pdf EXHIBIT A-Presentation Goal Setting Workshop-April (1).pdf EXHIBIT B-Parks Infrastructure Plan.pdf E-Comment from K. Lortie-Citizen Feedback.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 8, 2022
Agenda Date: July 12, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Budget Priorities & Goal Setting Workshop held on April 19, 2022, as written or with amendments.

BACKGROUND:

na

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

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

RECOMMENDED MOTION:
Approve the Minutes of the Budget Priorities & Goal Setting Workshop held on April 19, 2022, as written or with amendments.

MINUTES
CITY OF COCOA

BUDGET PRIORITIES & GOAL SETTING WORKSHOP

April 19, 2022

A Budget Priorities and Goal Setting Workshop was held on Tuesday, April 19, 2022, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 12:30 p.m.

Mayor Blake noted that each person will have three minutes to speak and that they be constructive and conscientious of time. He has another obligation to attend after the workshop.

Former Deputy Mayor Whipple provided the invocation and Dr. Synthia Doakes led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll. It was noted that the City Attorney was en route and would be a little late.

PRESENT:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Rip Dyal	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney (arrived at 1:45 p.m.)
	Stockton Whitten	City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Lorne Stinnett, HR Manager/ Acting Administrative Services Director; Jack Walsh, Utilities Director; Charlene Neuterman, Interim Community Services Director; Evander Collier, Police Chief; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Rob Beach, Chief Technology Officer; Samantha Senger, Assistant to the City Manager/PIO; Ben Wenrich, Helpdesk Support Tech;

Pat Dovale, Police Commander; and Jeremy Ondo, Police Lieutenant; Lora Howell, Deputy Finance Director; and Colleen Campbell, Budget Analyst.

It was noted that Alicia Phillips will not be here until 1 p.m. as her husband is having surgery so she would like a time certain to speak at that time.

I. Meeting Topics:

1. Planning and Priority Focus Areas

City Manager Whitten announced this was the Budget Priorities & Goal Setting Workshop and there were items for them to focus on today. He discussed the topics of discussion for the workshop.

It was noted that there will be another workshop held on May 26, 2022. He stressed this was not the final workshop.

A presentation[1] was provided and an updated SWOT Analysis was shown.

Councilmember Koss spoke about Threats and that she felt it would be more useful to describe what "climate change" means, such as sea level rise, heat events and storm events. She further noted that Image and Reputation were both listed under Weaknesses and Threats and she hoped that those were not overlooked as Strengths.

In response, City Manager Whitten pointed out that Image and Reputation were also under Opportunities.

Additionally, the Lagoon is listed under Threats and it was recommended to add "health" of the Lagoon.

City Manager Whitten further mentioned that under Opportunities an incentive for employees to learn Spanish was listed but he felt it should also be to have a culturally diverse workforce. Mayor Blake endorsed that.

Ms. Senger further reviewed the Mission statement which was unchanged, as well as the Vision statement with the previous recommended changes.

Councilmember Koss mentioned that in regards to the Vision statement there were a few minor edits. She felt that by turning a few things around it could make more sense and she provided the following revised statement to Council:

"We envision Cocoa as a safe, vibrant, and diverse city that values its rich history and environmental resources while promoting an engaged, inclusive community with ample employment, housing, recreational, and social opportunities for all."

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[1] Exhibit A: Budget Priorities & Goal Setting Workshop presentation

Mayor Blake was fine with the current Vision statement and stated that as time goes by it could be adjusted. He believes in staff and they should trust them.

Councilmember Dyal agreed with Mayor Blake and likes the statement as is.

* **MOTION by Councilmember Koss to make minor modifications to the Vision statement that she presented in order to make it make sense. Seconded by Deputy Mayor Hearn for discussion.**

City Manager Whitten agreed that staff could go back and work on anything but he felt changes such as commas, etc. could change the context.

Mayor Blake asked if staff agreed to make modifications than why was a motion needed.

* **Councilmember Koss agreed if they want to come back that is fine and rescinded her Motion and Deputy Mayor Hearn rescinded his second.**

Ms. Senger discussed the Core Values and explained changes that were made due to suggestions at the last workshop.

Priority Areas were discussed and staff advised that the goal was to produce a quality of life and that we do this by each of the five main priorities. Further discussion was held on priorities and on how Cocoa's image is defined.

City Manager Whitten agreed that the priorities can be renamed or restructured. He reiterated this was the second time they have reviewed the Plan and it is an imperfect product that can be adjusted.

Ms. Senger advised all of the Priorities are on the website and as they get updated they will make those changes. They will also include projects under the bullets to keep everyone informed of what is going on in the City.

Alicia Phillips, representing Cocoa Youth Athletics, spoke about Stradley Park and encouraged upgrades to the facilities. They are the only youth football league without functioning restrooms. The field needs to be upgraded and they fear that there will not be a football team in the future if things are not upgraded. Additionally, the concession stand can only hold about three people at a time. She reiterated the need for help. They want to be a feeder program into high school and want kids to learn as they are proud to wear the orange and black.

Mayor Blake advised that $500,000 had been allocated towards the youth program. City Manager Whitten further advised that in addition to those funds, Brevard County Parks and Rec has recommended funding in the D4 taxing district.

Mayor Blake assured Ms. Phillips that her concerns were not falling on deaf ears and that people were aware. Safety is near and dear to his heart and they will continue to support the children.

Ms. Phillips noted that it was passion and they appreciate the funding received so far. The City Manager, Councilmember Koss and Deputy Mayor Hearn have been keeping her updated as well.

Councilmember Koss thanked Ms. Phillips for her passion and pointed out that she was alarmed at what she saw at the fields, as it was a public and safety risk.

Councilmember Goins mentioned that dealing with government can be frustrating but staff is working really hard to get these things done. He asked staff to keep her updated as well through email or text and also to keep Council apprised.

Councilmember Dyal noted that on opening day for Cocoa Little League the sidewalks were covered in water and fields were not mowed. That is the County and they seem like they do not want to do it.

City Manager Whitten advised that the parks system with the County was very complicated as it is sixty years old. City parks are operated by the County because that is how the citizens voted in 1962. He has a great relationship with the County and Mr. Smith is now the Chair of the District 4 Administrative Board.

2. Parks and Recreation Discussion

Mr. Smith provided an overview of parks and explained what staff has done in order to address issues. He spoke about the Parks Infrastructure Plan[2] which explains each park detail as well as plans for each park. City Manager Whitten added that there will ultimately be two documents, the open space plan and the infrastructure plan.

City Manager Whitten pointed out that the monies spent for the open space plan cannot be recouped but the focus is on the shorter term infrastructure needs of the park.

Brief discussion was held on the plans.

Mr. Smith provided a history of the D4 parks. He provided a timeline from 1986 to current times and noted he was not sure what happened between 1962 to 1986, as it was possibly a year-to-year agreement.

Councilmember Goins asked of the possibility of bringing a referendum back to the ballot. In response, City Manager Whitten stated he would need to speak with the City Attorney about the logistics of doing that.

Mr. Smith advised that at the end of the infrastructure plan there are some suggestions on how to move forward.

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[2] EXHIBIT B: Parks Infrastructure Plan

City Manager noted the sooner they can get the agreement finalized things will get better, especially with the maintenance standards.

Councilmember Goins felt that they can have all of these things as a Council but what he sees is the mindset of the employees depending on what city they are in. For example, parks in Cocoa versus Merritt Island, the maintenance is not the same.

Deputy Mayor Hearn asked if there was an estimated time line on the agreement being finalized. City Manager Whitten advised the goal was to have it in place before the next fiscal year.

Mr. Smith discussed the revenue and expenses in the District 4 parks. Next, Mr. Smith provided a cost comparison of Parks and Recreation Departments across the state. He explained how staff broke out these statistics and explained their findings in detail.

In closing, he provided a summary of parks and where the City stands. He noted it was about a $2.9 million dollar budget with thirty employees. He further advised what it would cost if Leisure Services was removed. He further noted the capital outlay and what that would entail.

Ms. Bowman spoke on the cost of staff and the issue of having to find that recurring revenue to staff.

Mayor Blake believes that this new administration has done more in the last two years than the prior administration. There is manageable growth and they need to development more to increase the tax base. He reiterated what has been done in the last two years and noted that numbers do not lie.

City Manager Whitten further added that if they want to maintain the current level of services provided there is a base and a multiplier. Mr. Smith reiterated that if D4 revenue was passed through to the City, there would be an annual deficit of $2,206,261.

Lastly, Mr. Smith discussed staffs' recommendations for parks.

3. Assigned Fund Balance/ARPA Projects

Ms. Bowman presented information on Assigned Fund Balance/ARPA Projects and mentioned information provided at the last meeting. They were estimating three percent increases in several funds which would equate to about $730,169 increase in revenue.

She discussed the increase in expenses and what the FY 23 budget would encompass. There is an estimated shortfall of $545,744.

Councilmember Koss asked about the monies moved on January 11, 2022 into the General Fund and if this deficit was taking those into account. In response, Ms.

Bowman explained no and that they were occurring revenues that the City has every year. Those extra funds are put back into the fund balance.

Ms. Bowman discussed the Assigned Fund Balance and she pointed out some of the projects and the funds that are allocated to those.

City Manager Whitten advised that he may come back to Council to discuss Village parking as there are also funds set aside for that in the Cocoa CRA.

Ms. Bowman provided a breakdown of parks and how much funding was set aside for each for a total of $2,507,500.

Mr. Smith added an update on the parks and the status of each of the parks and where they are at. He feels that Stradley was probably the most complicated design, other than that they are basic designs. He advised prices are going up so purchase orders are having to be issued on the same day.

Mr. Smith reviewed the District 4 suggested improvements by the County. City Manager Whitten further explained that this list was approved and presented to the County Commissioners.

Councilmember Koss pointed out that Junny Rios has a really nice shaded area and felt it was a concern as Stradley Park has such needs.

It was confirmed that Junny Rios Park was approved for a shade structure and restroom. Shade structures are being done over playground equipment. It was decided that shade was needed and with the growth along the SR 524 corridor, those people will cross the highway and partake in the amenities of Junny Rios Park.

Discussion was held on the funding, as well as why design fees vary so much. In response to that those concerns, Mr. Smith mentioned that all of the costs are in the ten to fifteen percent range. Junny Rios Park has a little more electrical and utilities work involved.

It was clarified that these were recommendations from the District 4 Administrative Board to the Board of County Commissioners.

Mayor Blake further reiterated that this was special taxing district revenue and what the Administrative Board was funding for FY 2023. He liked the list as is.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve the list for $640,000 as recommended by the District 4 Administrative Board to the Brevard County Board of County Commissioners.**

The motion was opened for discussion. Deputy Mayor Hearn does not want to vote in favor of the $80,000 for Junny Rios Park as he feels it should go for the Carl Anderson Park.

Councilmember Dyal did not feel that any changes should be made when the County is giving money. He agreed that the shade was needed.

Councilmember Goins felt they should give the City Manager direction and that as a Council they need to be at these meetings to provide their input. He agreed with the Deputy Mayor about Junny Rios Park and that Gilmore was in more needs of the shade.

Further discussion was held on the recommendations.

* **Mayor Blake Amended his motion to add that any additional funds be carried forward for a shade structure at the Larry Gilmore Park. Councilman Dyal seconded the amendment.**

Councilmember Dyal noted that for twenty-six years District 3 has not gotten anything and feels tthat Carl Anderson Park should have shade but is concerned as the County is giving these funds. He worried that if this change was made the County would either accept it or squash the whole thing. In response, City Manager Whitten advised that this was the first time Council has seen what they are proposing to do.

Mayor Blake's concern was they would rescind funds already allocated.

Kristin Lortie, District 3, Cocoa resident, stated one of her biggest concerns was that the agenda stated that action could be taken and this is a large amount of money. She disagrees with this decision being made today. There are three people at the table who do not support the item and she is troubled as a resident and would like to see this tabled. She would like other citizens to have a opportunity to weigh in on this, as they are still complaining about what happened at the meetings last year. More deliberation needs held.[3]

City Manager Whitten assured everyone that staff has not recommended anything and reiterated this was brought forward from the District 4 Administrative Board. He stressed that the $640,000 is not in the Council's budget it is the County's budget.[4]

Linda Dolphin, lives in District 4, Cocoa, asked staff to contact Terry Lane. She feels that Provost Park needs a shade structure. She agreed that Junny Rios does not need it but there are three other parks that do.

Clarence Whipple, Jr., 1201 Counts Street, Cocoa, stated that he was the President of the Central Brevard NAACP and there are things going on that have raised the concerns of citizens. He was concerned with how they go forward and to remember their oaths in regards to service and he stated the oath. He further mentioned an event at the park this past weekend and that it raised the concerns

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[3] Councilmember Dyal left the meeting at 2:43 p.m. and returned at 2:45 p.m.

[4] Deputy Mayor Hearn left the meeting at 2:47 p.m.

of the citizens. He texted the City Manager in regards to what was going on and does not know who came up with the event in Provost Park on Easter Sunday. Mr. Whipple further noted that he has an appointment with the City Manager regarding issues in Virginia Park as well as his other concerns. Lastly, he believes that a car wash at the corner of US 1 and SR 520 was not needed and encouraged Council to approve all of the amenities needed.

Steve Murphy, 3733 N. Sherwood Circle, Cocoa, spoke about property taxes. He advised estimates were based on a three percent increase and did not feel that was effective. He also noted the commercial properties are not affected by the three percent increase. He would like to see a better estimate next time. Lastly, he spoke about the lots that were recently purchased by the City and that the independent assessments were $15,000 per lot and the recommendation of Council was $65,000 per lot. He provided alternatives they could have used to negotiate a better price[5].

The Vote on the Motion was:

AYES: Blake, Dyal
NAYES: Hearn, Goins, Koss

THE MOTION FAILED (2-3)

City Manager Whitten advised that the County was in their budget process and he could recommend to them that Council has asked for a shade structure to be done at Larry Gilmore Park rather than Junny Rios Park.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Hearn, to recommend a shade structure at Larry Gilmore Park rather than Junny Rios Park.**

AYES: Hearn, Dyal, Goins, Koss
NAYES: Blake

THE MOTION CARRIED (4-1)[6]

City Manager Whitten advised that he has received repercussions on how he responds to citizens.

Councilmember Goins felt that the City Manager corrects citizens but does not disparage. Councilmember Koss explained how this comes across from the dias. She does not feel it is their place on the dias to ridicule people.

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5 Deputy Mayor Hearn returned to the meeting at 2:50 p.m.

6 Deputy Mayor Hearn left the meeting at 2:57 p.m. and attended the remainder of the meeting via the phone.

Mayor Blake advised it was easy to cast arguments when facts are not there but sometimes when a person does not get their way they get upset. More has been done in two years than in the last four so something is being done right.

City Manager Whitten voiced his opinion on being dismissive or disparaging and he has never been either one. He has a professional and personal reputation in this community. He has been accused of being that way and he has not been.

Mayor Blake stands by him and wishes everyone would be honest and not hide behind their cloche or give people oxygen.

Ms. Bowman continued and spoke about the ARPA funding in detail and pointed out that as of April 1st they were in the final rules for this year. The funds come in two rounds. She provided funding recommendations and why they were determined as needed.

She further explained that there are certain terms and conditions they have to abide by as they are federal dollars with federal terms and conditions.

Bids for parks were mentioned and the City Manager noted that they have to reject bids and solicit new bids in order to be in compliance with the federal requirements in regards to restrooms at the parks. He noted that the current bids for restrooms were extended through May.

Councilmember Goins stated that there were issues at the Fern and Prospect Park with the restrooms and that there are infrastructure needs but was not sure if it was the right time for that.

Chief Collier believes that the needs at Prospect were to focus on crime and safety. Mayor Blake felt that things were getting better and that the current Chief is doing a great job as well as the former Chief.

Deputy Mayor Hearn did not discredit what Councilmember Goins stated but feels issues at Carl Anderson Park are going un-noticed. He still supports the restrooms at Carl Anderson Park.

Ms. Bowman stated that no final action was needed on the Final Rules for SLFRF (ARPA) but staff needed direction on the restrooms.

City Manager Whitten reminded Council about the fire training facility that Chief Lamm had previously spoke about and believed it to be a viable thing to spend money on.

Chief Lamm explained what ISO is and that one of the items he was tasked with when coming on board was to improve the ISO rating. He discussed things that can be done in order to increase their rating and that one thing was a need for two acres attached to a station to use as training grounds. They could strategically use the property near Fire Station #1. He further spoke about the truck given to the City by Punta Gorda which could be used for training as well; however, updates need to be done to it.

Ms. Bowman pointed out that under the Final Rules you have to relate everything that you did to Covid. They have also come up with a new rule for capital purchases.

* **MOTION by Deputy Mayor Hearn, to approve the funding for the updates to the training trailer.**

After a question was posed regarding the costs to update the trailer, Chief Lamm noted he does not know the costs and the soonest they can come back with information would be the middle of May. They have no way to ballpark an amount.

City Manager Whitten stated that a recommendation could be brought back to the May 26th workshop.

Deputy Mayor Hearn rescinded his motion. He knows it will benefit the City.

Councilmember Koss asked about the two acres of land and mentioned that a stormwater pond was supposed to be put in that area. In response, Mr. Smith stated he would have to research that and that information will be brought back as well.

Mr. Smith mentioned that if they moved money from Gilmore Park to Carl Anderson Park there would be additional contingency.

It was noted by the City Manager that no action was needed for staff to put out a re-bid. However, Ms. Bowman pointed out that the bid would expire. It would add about three months as it takes about that long to bid a project.

Discussion was held on the community garden and of the need for infrastructure, such as reclaimed or potable water. Councilmember Koss suggested setting up a rain barrel at the pavilion and it would be a sustainable project.

Discussion was held on the Joe Lee Smith Center RFP and City Manager Whitten explained the scope of services that were being requested as well as the term of the agreement, special conditions, requirements, etc.

Mayor Blake's recommendation would be like the Evan's Center or what Family Promise has done.

Councilmember Dyal was in support of healthcare related services and vocational training. Councilmember Koss was in favor of healthcare related services as well, but would support anything as she was in favor of using that building.

Councilmember Goins asked if there would be a certain dollar amount per year and in response, City Manager Whitten stated it would be similar to Family Promise. Councilmember Goins felt that all of those services mentioned were needed and was in support of that. There have also been requests to use it over the summer for basketball, etc. City Manager Whitten noted they could do the same thing they did with Emma Jewel in regards to utilizing the building.

Ms. Bowman added Purchasing would work with the City Attorney in regards to the bid. Additionally, Ms. Neuterman stated they have a draft RFP that they could manipulate to add those requirements.

Deputy Mayor Hearn would like to see a health and fitness center or a small business hub like in Melbourne, and to be used as an event center in the community.

* **CONSENSUS AMONG COUNCIL TO PUT OUT AN RFP FOR THE OLD JOE LEE SMITH CENTER.**

Ms. Bowman asked for clear direction on the bathrooms as it was originally to do two.

City Manager Whitten clarified that the bid expires on May 23rd and at the May 26th workshop Council would let them know if they were going to rebid one bathroom or two.

In closing, Ms. Bowman provided a budget calendar with upcoming meeting and workshop dates.

4. Council Priorities

City Manager Whitten provided a brief recap of discussion items in regards to Council's priorities. He advised he would like these by May 26th for the workshop and if a list is submitted he will provide them to all Council.

Chief Collier provided an update on the City's crime statistics from 2021. He mentioned that in 2020 crime was up 17.8% and has also been up in the last couple of years. Once he arrived he made significant changes and violent crime has gone down 18.7% which is huge. Property crime is down 9.6% and overall crime is down 9.6%.

Councilmember Koss brought up the earlier conversation about the dias and felt that it is how they relate to the public. It was not her intention to point anyone out but they need to keep a certain relationship with the public. She wants them to know that they have the right to speak and are welcome.

Mayor Blake stated that sometimes perception is reality and it is easy for people to take pop shots and it may be on the dias or in public. Council still has to face the public and he will show up to an event even when he is not wanted[7].

5. Public Input/Citizen Participation

[7] Mayor Blake left the meeting at 4:13 p.m.

Kristin Lortie, Cocoa resident, District 3, felt this workshop has been chilling and that there have been moments that are chilling. She is concerned with the comments about having to get comments notarized in order to speak for someone and she will continue to speak about that. There has been a lot presented and she mentioned priorities on community outreach/engagement and felt that they were pretty light. They need more two way opportunities in the community and feels that citizens should be welcome and they feel they are not. She reiterated that this has felt very chilly and very heavy handed and is troubled by voting in workshops.

III. Adjournment.

*** MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to adjourn the Budget Priorities & Goal Setting Workshop on April 19, 2022.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The Workshop adjourned at 4:15 pm

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

EXHIBIT A: Budget Priorities & Goal Setting Workshop Presentation

COCOA
FLORIDA

BUDGET PRIORITIES AND GOAL SETTING WORKSHOP

4/19/22



AGENDA

- Planning and Priority Focus Areas
- Parks and Recreation Discussion
  - Infrastructure Plan Review
  - Operating and Maintaining City Parks
- Assigned Fund Balance/ARPA Projects
- Council Priorities
- Public Input/Citizen Participation
- Next Session, 5/26/22

WHERE WE ARE GOING

PLANNING AND PRIORITY FOCUS AREAS



COCOA
FLORIDA

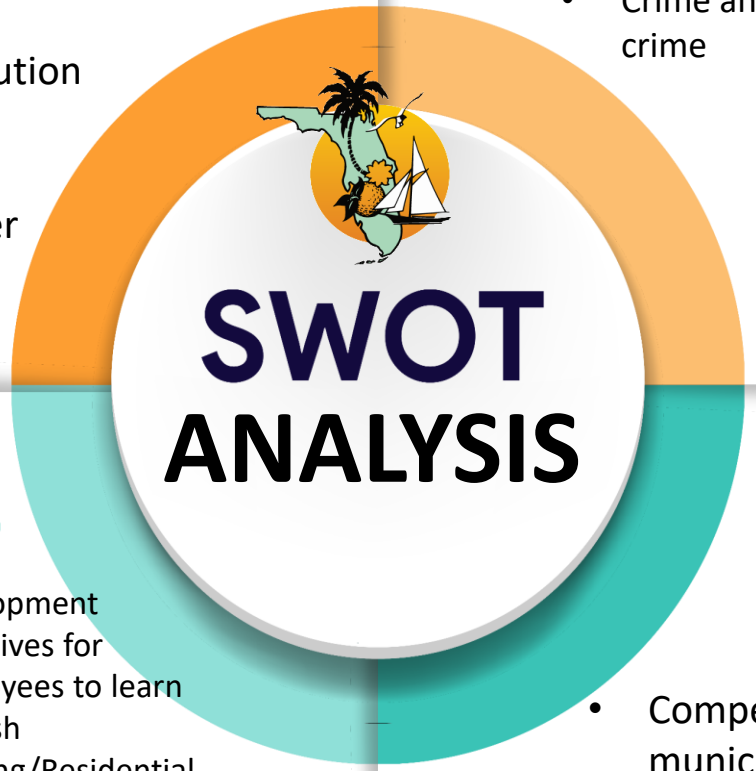
2022 SWOT ANALYSIS

STRENGTHS

- Regional Water Utility
- Cocoa Village
- Employee Knowledge
- Location
- Financial Status
- Culturally Diverse
- Abundance of Churches/Non-profits
- Educational Hub
- Tree City USA
- Center for Distribution Centers
- Dr. Joe Lee Smith Community Center
- Diamond Square Community

WEAKNESSES

- Cocoa's Image/Reputation
- Irregular City Boundaries
- Crime and the perception of crime
- Limited funding for improvements
- Limited control over our parks
- Affordable business space for entrepreneurs
- Incentives for City employees living in the City
- Representative of the population
- Sustainability



OPPORTUNITIES

- Cocoa Village
- Use of City Facilities & Amenities
- Annexations
- Expansion of Water/Wastewater Utilities
- Industrial Areas
- Brightline Station
- Cocoa's Image/Reputation
- Tradeschools and partnership with STEM and CTE programs
- Diamond Square Community
- Eco tourism
- Grant Eligibility
- More connected pathways
- Low-impact development
- Incentives for employees to learn Spanish
- Building/Residential development
- Vacant commercial property
- Citizen participation/engagement

THREATS

- Competition for municipal employees
- Cocoa's Image/Reputation
- Lack of service and healthcare businesses
- Condition of the Lagoon
- Lack of attainable workforce housing
- Homelessness
- Climate change
- Unmanaged growth
- Lack of civic engagement

MISSION



The mission of Cocoa's government is

"To enrich the quality of life for our unique and diverse community by delivering Professional, Responsive, Innovative, Dedicated and Exceptional public services!"

Serving our community with P.R.I.D.E.

VISION

We envision Cocoa as a safe, vibrant, environmentally conscious city that is diverse, rich in history, and promotes a creative and inclusive community with ample employment, housing, recreational, and social opportunities for all.

CORE VALUES

Integrity

Conducting ourselves in a moral, ethical, and honest manner.

Accountability

Citizens, Staff and City Council taking ownership and responsibility to promote public trust.

Community Engagement

Encouraging community participation, inclusivity and awareness so that all residents feel they have an opportunity to participate in their city government.

Professionalism

Serving the community competently and efficiently with character and a positive attitude.

Excellence

Providing responsive and exceptional customer service.

Respect

Treating the public and one another with dignity, consideration and compassion.



Serving our community with P.R.I.D.E!

PRIORITY AREAS

COCOA
FLORIDA

In order to produce an enhanced quality of life for our residents, business owners, and visitors where Cocoa achieves its vision for a safe, vibrant, environmentally conscious city that is diverse, rich in history, and promotes a creative and inclusive community with ample employment, housing, recreational, and social opportunities for all, the city must focus on these priority areas:





PUBLIC SAFETY & COMMUNITY STANDARDS



PUBLIC INFRASTRUCTURE



ECONOMIC & COMMUNITY DEVELOPMENT



COMMUNITY OUTREACH & ENGAGEMENT



ORGANIZATIONAL EFFECTIVENESS



PUBLIC SAFETY/COMMUNITY STANDARDS

Provide effective and efficient public safety services that remains pro-active and allows for enhanced community relations and preparedness.

- Implement pro-active, community-based solutions to build strong community relations.
- Proactively and consistently respond to shifting crime trends and emerging social problems.
- Attract and retain a skilled community-oriented and diverse sworn and civilian workforce.
- Ensure training and readiness of Public Safety employees.
- Enhance community disaster preparedness initiatives.
- Enhance community standard efforts while continuing to strive for voluntary compliance.



INVESTMENT IN PUBLIC INFRASTRUCTURE

Ensure safe and efficient public infrastructure that drives growth and development in an environmentally responsible manner.

- Ensure the delivery of safe, clean drinking water to all utility customers.
- Enhance the City's transportation networks. (Train, Bicycle, Walk, Drive, Public Transit, Multi-modal Brightline Station)
- Invest in environmental stewardship.
- Support a safe, accessible, well-maintained network of parks, facilities and greenspace.
- Continually invest in parking solutions for Cocoa Village.

ECONOMIC/COMMUNITY DEVELOPMENT

Enhance efforts to make the City of Cocoa a thriving and competitive economic driver along the Space Coast.

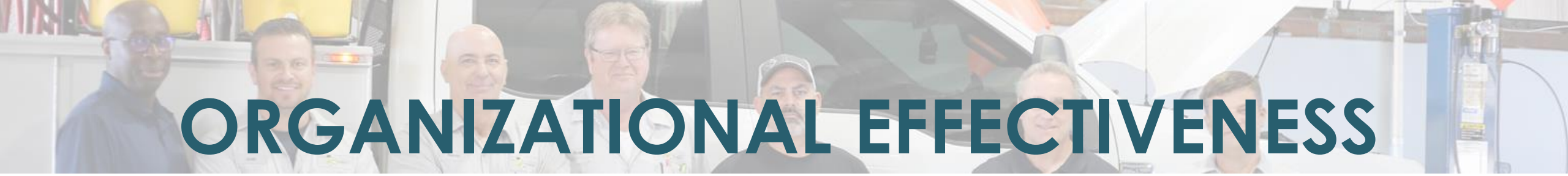
- Enable growth through enhanced and modernized infrastructure.
- Maintain and attract new industry, jobs and investment through targeted marketing efforts, data collection and maintenance.
- Support education, training and job readiness programs.
- Improve residential development and rehabilitation programs to ensure a diversity of housing options.



COMMUNITY OUTREACH & ENGAGEMENT

Engage residents, business owners and visitors to participate in and be informed about their community.

- Continue to find new ways to communicate and reach the entire community with the latest news and information.
- Engage residents in volunteer boards and committees through community outreach programs.
- Ensure branding standards are maintained.
- Encourage a diverse array of special events at city facilities that attract a diverse audience.



ORGANIZATIONAL EFFECTIVENESS

Drive efficiency with impact focused workflow and attraction and development of a qualified workforce.

- Enhance efforts to attract, develop and support a qualified and capable workforce reflective of the community.
- Leverage the latest technology to deliver efficient and effective public services to the community.
- Improve organization efficiency and effectiveness by analyzing workflow processes.
- Maintain the City's long-term fiscal sustainability.

ONLINE DASHBOARD

- Check the progress of the priority areas with project updates online.

PARKS AND RECREATION



- Infrastructure Plan Review
- Operating and Maintaining City Parks

COCOA FLORIDA

Overview

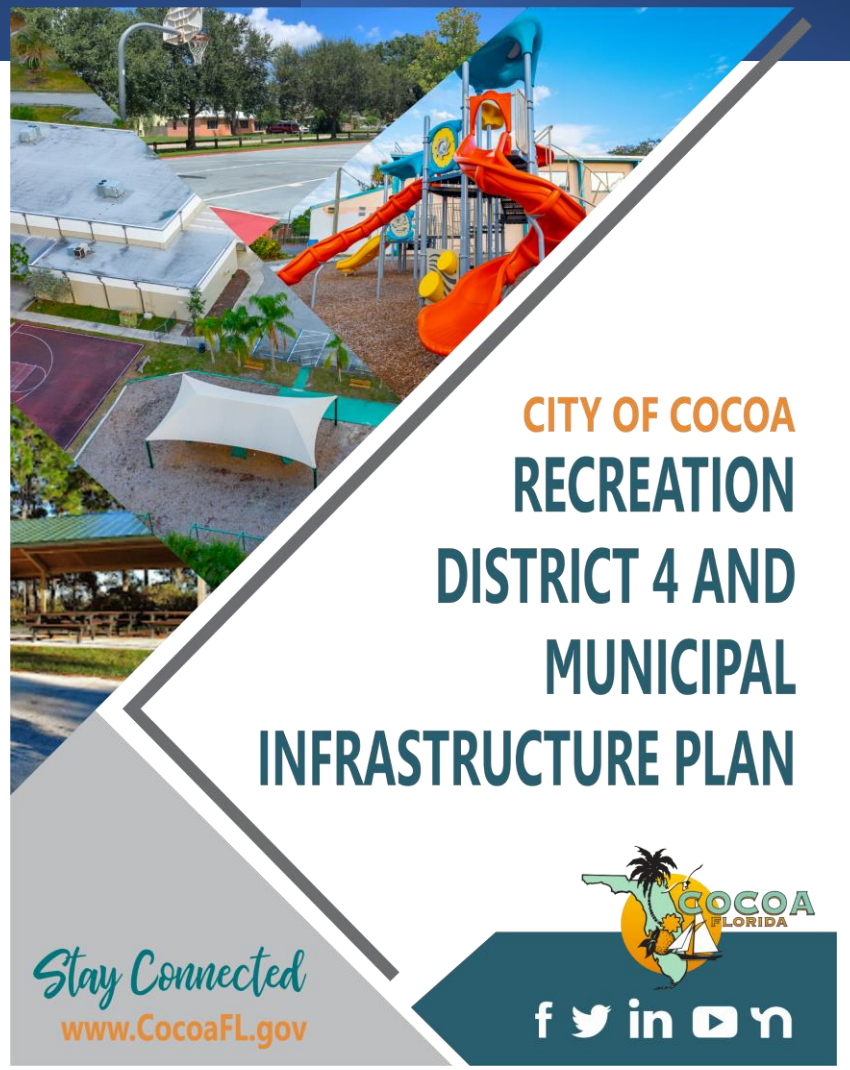
COCOA
FLORIDA

- In 2020, the City began a Parks and Open Space Master Plan study to provide future recommendations for parks around the City.
- The plan provided general information related to connectivity, tree canopy, additional park areas, and inventory with long term goals, but did not address the immediate needs within several parks around the City.
- Over the course of a year, City staff has performed site visits and interviewed several park end-users/stakeholders.
- This process helped define a short-term infrastructure basic functionality needs list specific to each park and its intended purpose.

Parks Infrastructure Plan

COCOA
FLORIDA

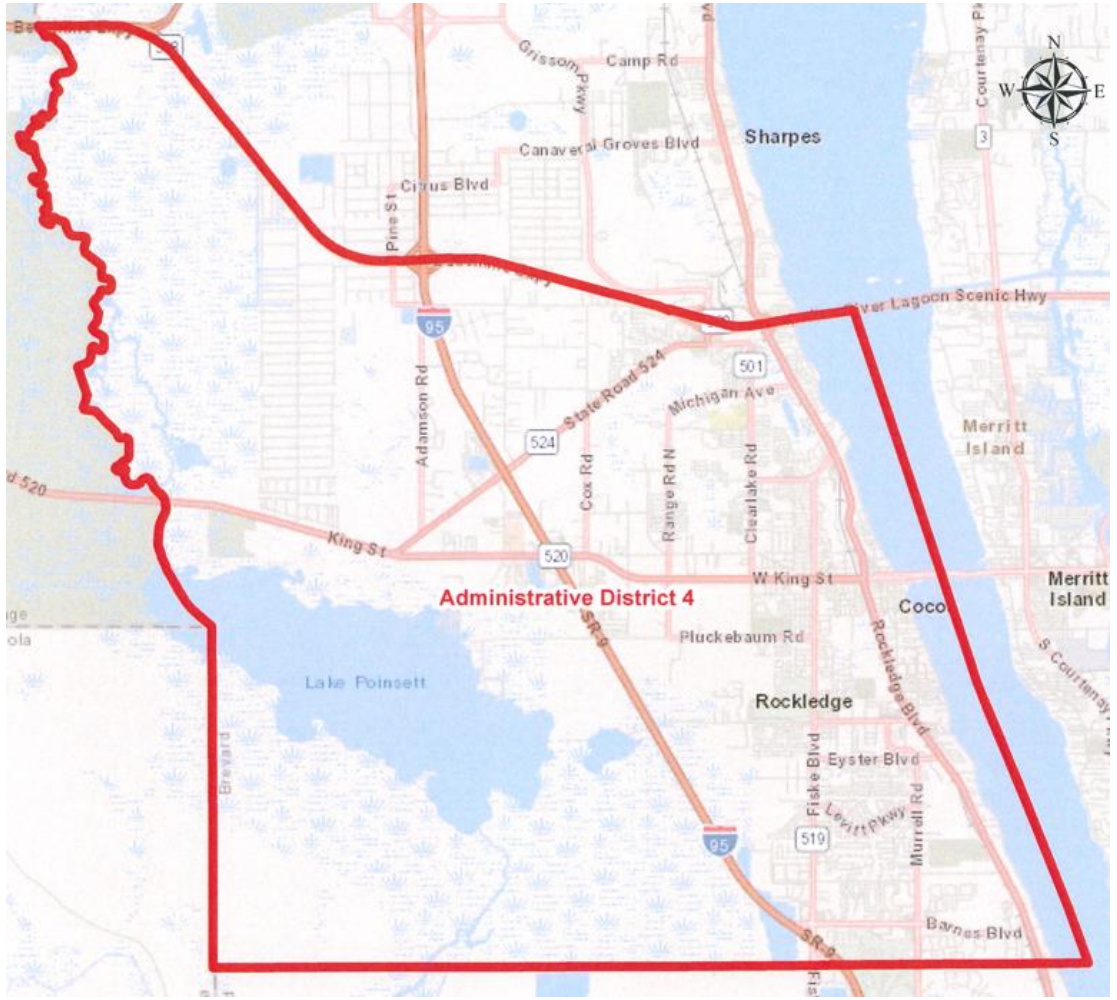
The Parks Infrastructure Plan is a robust list of improvements ranging from building replacement/repairs to field improvements. The goal of these improvement recommendations is to allow these parks to operate at a satisfactory level of service.



History of D4 Parks

COCOA
FLORIDA

- Pursuant to Chapter 61-1909, Laws of Florida, Acts of 1961, the Brevard County Recreation District Four was established to provide funding for recreational facilities and programs for the residents within the District.
- District Four encompasses portions of the City of Cocoa, City of Rockledge, and Unincorporated Brevard County.
- An election was held on November 6, 1962, to approve the formation of this district.
- Administrative board established to make recommendations to BC Board of County Commissioners related to the prioritization and spending of D4 assessment revenues. Comprised of the city or county manager for area or their alternatives.



History of D4 Parks

COCOA
FLORIDA

1986

- City of Cocoa enters into a long-term maintenance and operations agreement with BC Parks and Recreation.
- This agreement expired in 2011.

2000

- Due to a lack of funding related to the maintenance, operations, and capital improvements of these parks, a referendum was placed on the ballot.
- Unfortunately, while a similar referendum passed in other districts in the county, it failed in District 4.

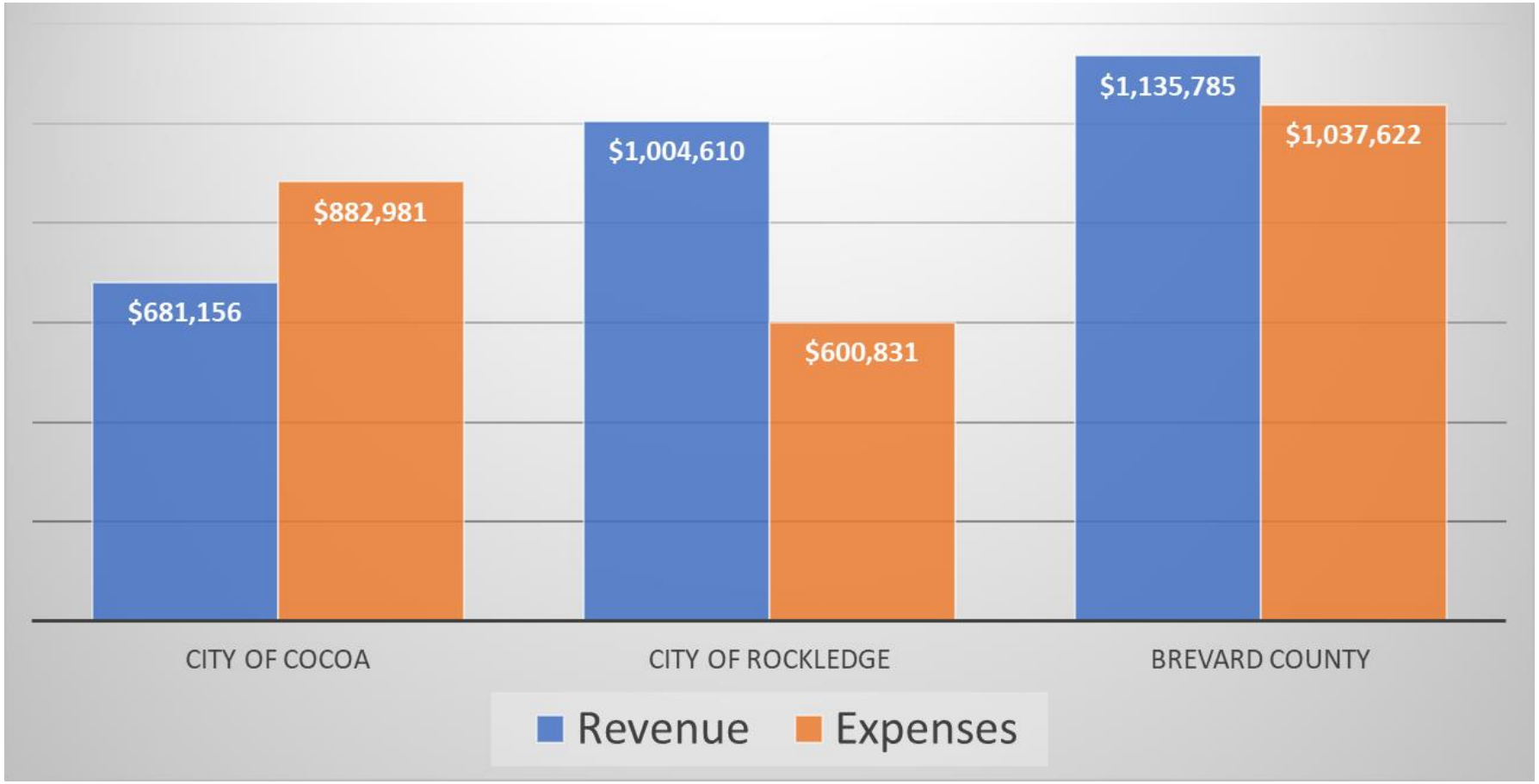
Current

- The City of Cocoa and County have continued to operate under the original expired maintenance and operations agreement.
- The City and County are currently negotiating a new interlocal agreement to address the maintenance and operations of these parks.

D4 Revenue vs. Expenditures

COCOA
FLORIDA

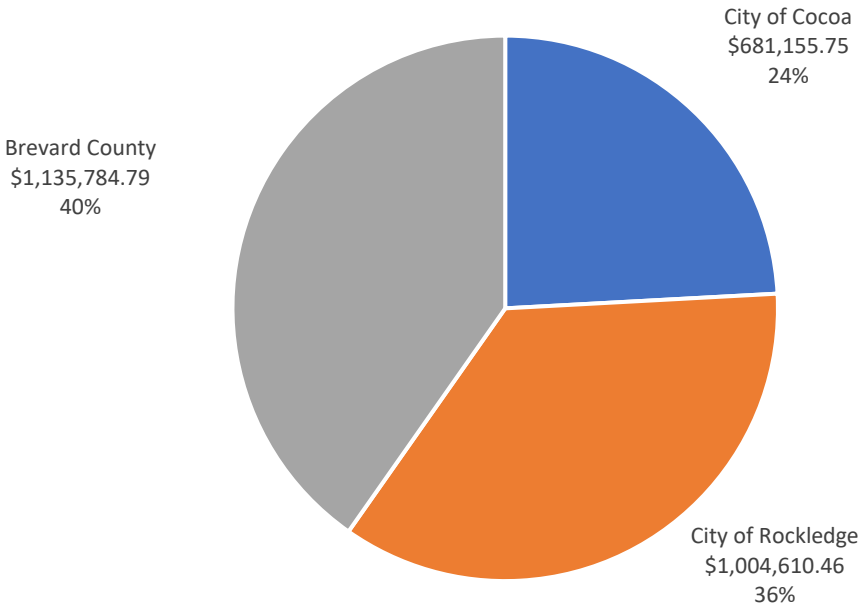
Revenues vs. Expenses



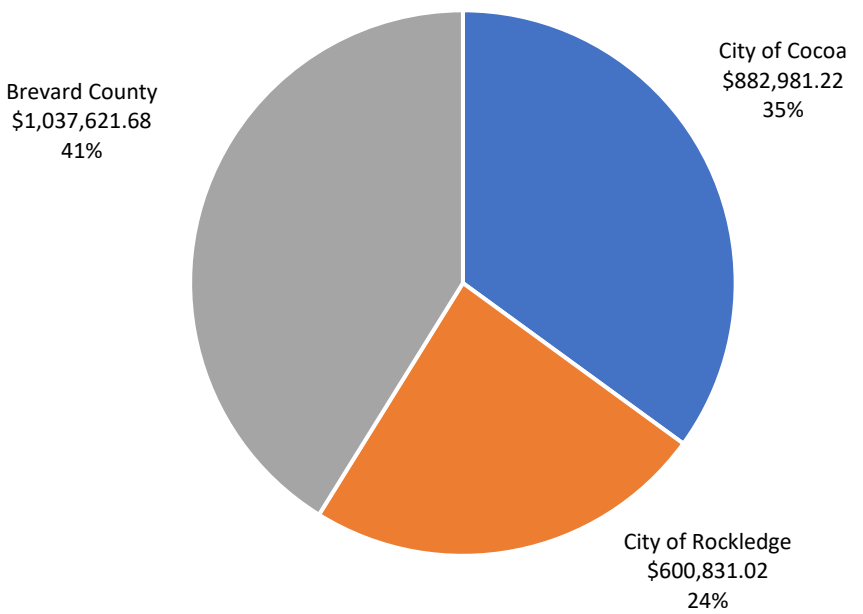
D4 Revenue vs. Expenditures

COCOA
FLORIDA

Revenue



Expenses



Parks and Recreation Department Cost Comparison

COCOA
FLORIDA

City	Number of Parks	Population	Staff					Annual Budget	
			Full	Part (0.5 FTE)	Seasonal (0.25 FTE)	Total	Emp/Park	Total Budget	Cost/Park
City of Margate	18	58,023	33	24	48	57	3.17	$5,280,574	$293,365.22
City of Lake Mary	17	16,698	19	9	0	23.5	1.38	$3,605,973	$212,116.06
City of Deland	19	32,413	39	1	0	39.5	2.08	$3,810,108	$200,532.00
City of Winter Springs	12	36,342	13	10	0	18	1.50	$2,389,039	$199,086.58
City of Oldsmar	11	14,657	19	10	0	24	2.18	$2,161,570	$196,506.36
City of Casselberry	17	27,950	17	1	0	17.5	1.03	$2,430,554	$142,973.76
City of Satellite Beach	15	10,873	8	23	0	19.5	1.30	$1,030,133	$68,675.53
City of Cocoa Beach	19	11,619	4	49	0	28.5	1.50	$1,245,759	$65,566.26
City of Crystal River	6	3,129	5	0	0	5	0.83	$386,321	$64,386.83
City of Cocoa (HIGH)	18	18,657	33.00	24.00	48.00	57.00	3.17	$5,280,574	$293,365.22
City of Cocoa (AVG)	18	18,657	20.78	15.66	5.33	29.95	1.66	$2,886,417	$160,356.51
City of Cocoa (LOW)	18	18,657	15.00	0.00	0.00	15.00	0.83	$1,158,963	$64,386.83

Summary

COCOA
FLORIDA

- The City of Cocoa contributes approximately 24% of the District 4 revenue.
- The City of Cocoa receives approximately 35% of the total revenue.
- Historically, the Brevard County BOCC has further contributed general fund dollars beyond what District 4 is able to fund.

Summary (cont)

COCOA
FLORIDA

- Based on an average of the cities included in the Cost Comparison Chart, the City should seek to fund approximately 30 employees with an annual budget of $2,886,417. This would create a separate Parks and Recreation Department that would also absorb Leisure Services.
- Including the currently funded Leisure Services Staff (3 FTE and 5 PTE) a staffing need of 24.5 FTE is still needed. The Leisure Services Division is currently 37% vacant, even after citywide wage increases.
- The $2,886,417 does not include the initial capital outlay that would be needed.
- The equipment cost is estimated at $1.5-2.0M depending on the number of staff and there is an 18-24 month lead time on vehicles and equipment.

Summary (cont)

COCOA
FLORIDA

- Comparing Cocoa to the least expensive listing (Crystal River), the City would still need 10 additional FTE staff members and ~$1.15M annually.
- This is not a comparable level because Cocoa has more facilities and parks.
- If the D4 Revenue was passed through to the City, there will be an annual deficit of $2,205,261

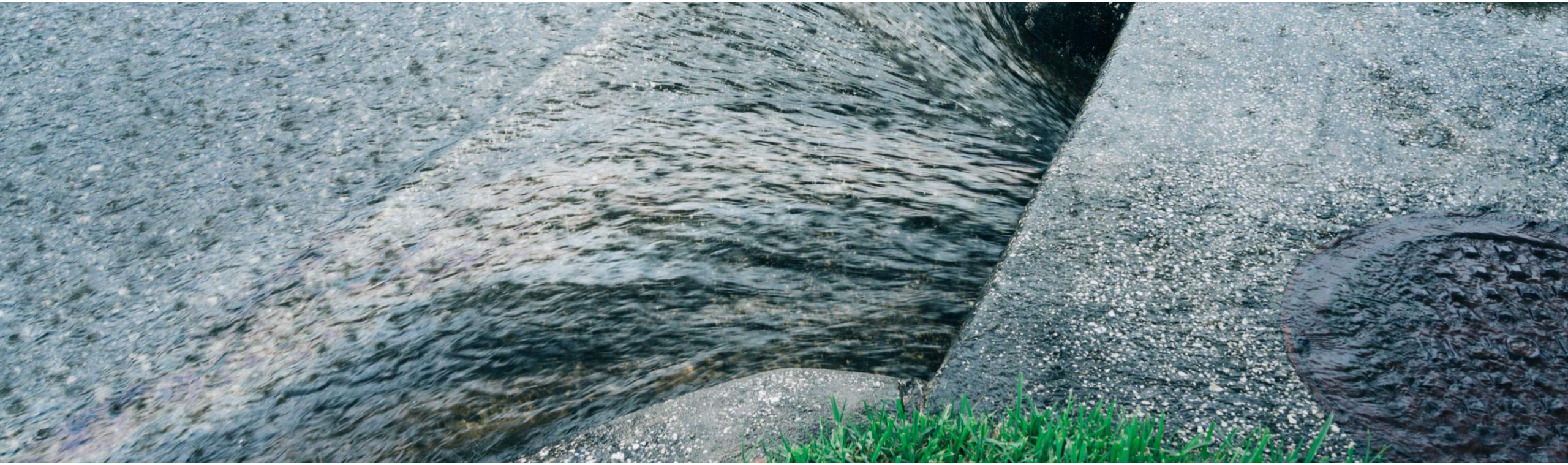
Recommendations

COCOA
FLORIDA

- As quickly as possible meet the immediate needs of each park based on the Parks Infrastructure Plan.
- Negotiate and finalize the Operations and Maintenance Agreement with the County as soon as possible.
- Continue to explore ways to take over the operation of maintenance of City Parks within the District 4 Special Parks and Recreation Taxing District.

BUDGET

ASSIGNED FUND BALANCE/ARPA PROJECTS



COCOA FLORIDA

New Money (Estimates)

FY23 Budget	
Property Tax Increase 3% (Current Millage Rate)	$229,480
Fire Assessment	$87,000
Utility/Stormwater Indirect Cost Allocations 3%	$214,681
Utility Return on Investment (ROI) 3%	$264,008
County (Lee Wenner Park)	($65,000)
Total Estimated Increase in Revenue:	**$730,169**

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Increased In Expense (Estimates)

FY23 Budget	
General Fund (GF) Salary Increase 3%	$652,766
General Fund Health Insurance Est. 10% Increase	$439,147
(GF) Fuel (40% increase in Fuel since 10/21)	$134,000
(GF) Utilities (Electric and Water/Sewer) 4%	$25,000
Software	$25,000
Total Estimated Expense Increases:	**$1,275,913**
Estimated Shortfall	**($545,744)**

Assigned Fund Balance



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Project	Amount
Parks	$2,507,500
ERP System	$1,500,000
Housing	$750,000
Fire Pumper Truck	$634,500
Additional Paving in Diamond Square	$600,000
Fiske Grant Match	$560,000
Police Headquarters	$559,000
Economic Incentives	$500,000
Village Parking	$372,728
Purchase of Land for Village Parking	$327,272
Fuel Tank Replacement	$310,500
Donations(Brevard Museum and Cocoa High School)	$170,000
Sustainability	$37,500
Brevard Museum Alarm System	$35,000
Total Assigned Fund Balance	**$8,864,000**

Assigned Fund Balance – Parks

Park	Amount
Provost	$900,000
Junny Rios Martinez	$710,000
Don “Mo” Stradley	$575,000
Bracco Pond	$82,500
Carle E. Anderson	$82,500
Gilmore Community	$82,500
Other Park Improvements (Signs, misc. improvements)	$75,000
Total Parks	**$2,507,500**

Parks Improvements – Provost

COCOA
FLORIDA

Project	Status
Conversion of the existing softball field to a multi-use sports field	Anticipated to have 60% design completion in May 2022
Resurfacing of the basketball court and tennis court area to become two basketball courts	
Lighting of the basketball courts	
Removal of the standalone full size basketball court	
General perimeter fencing	
Restroom renovations	
Picnic table replacement	
Renovation of the former Community Action Team Building to the Cocoa Police Community Engagement Center	Completed

Design delays led to a change in engineering firms, delaying the project.

Design fees are $75,147, leaving $764,853 for the construction of improvements.

*$60,000 utilized for Community Engagement Center

Parks Improvements – Junny Rios

COCOA
FLORIDA

Project	Status
Installation of a splash pad Additional pavilion	Design delays led to a change in engineering firms, further delaying the project.

- Design fees are $95,859, leaving $614,141 for the construction of improvements
- Anticipated 60% design completion in May 2022

Parks Improvements – Stradley

COCOA
FLORIDA

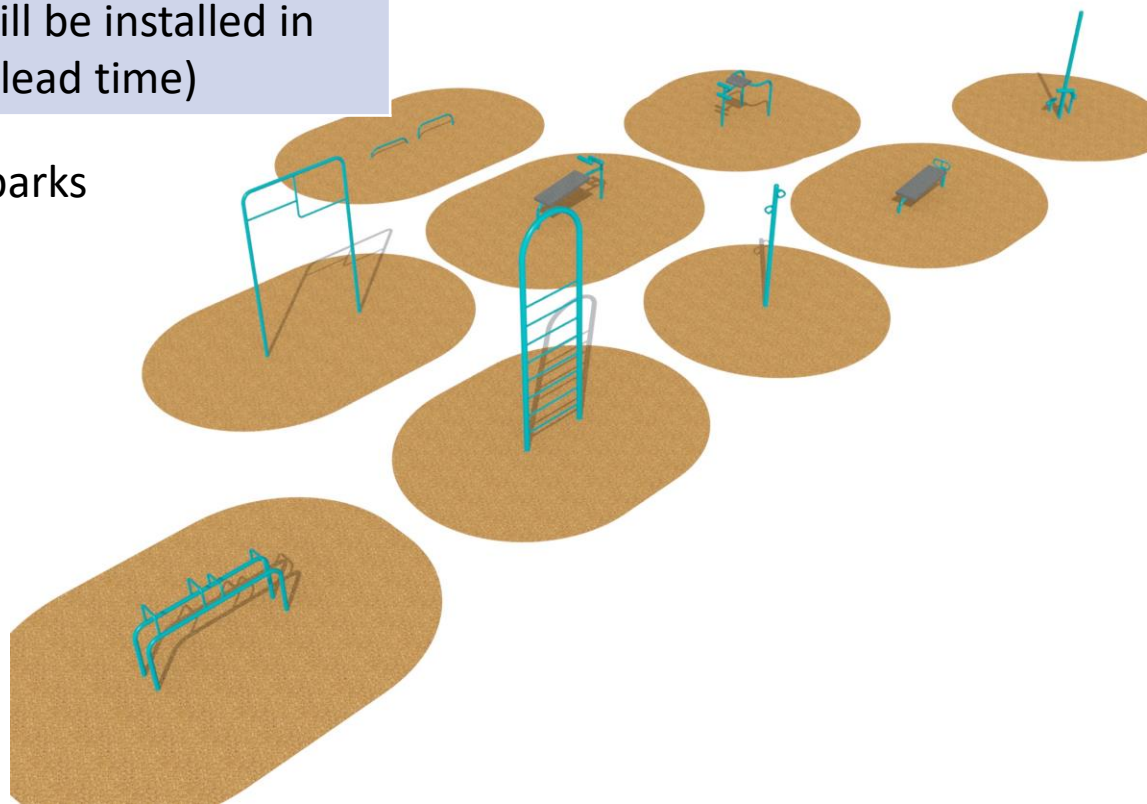
Project	Status
Football field improvements	Currently in design

- Design fees are $53,074, leaving $521,926 for the construction of improvements
- Anticipated 60% design completion in May 2022

Parks Improvements – Bracco

Project	Status
Installation of a 9 static exercise stations	Purchase Order has been issued to Miracle Recreation Equipment for $37,896.02. Stations will be installed in September 2022 (long lead time)

*Balance of $44,603.98 approved to use as contingency for other parks projects.



Parks Improvements – Gilmore and Carl Anderson

COCOA
FLORIDA

Project	Status
Installation of a single unisex restroom facility at each park	Design completed, reviewing received bids for the projects

- Design fees were $7,884, leaving $157,116 for the construction of both facilities
- Lowest responsible and responsive bid was $227,000 for both restrooms.
- With a contingency (20%) for water/sewer impact fees and unforeseen issues (this could include rapid inflationary issues) an estimated amount of $272,400 is needed.
- This leaves a funding gap of $115,284.

Brevard County
Planned Capital Projects

COCOA
FLORIDA

The following projects will be recommended to the Brevard County Board Of County Commissioners by the District 4 Administrative Board:

• Dr. Joe Lee Smith Playground Shade Structure	$ 80,000
• Junny Rios Martinez Playground Shade Structure	$ 80,000
• Travis Community Center Renovations	$200,000
• Stradley Park Concession/Restroom Renovations	$200,000
• Junny Rios Martinez Restroom Renovations	$ 80,000
• Total Tentatively Planned Capital	$640,000

SLFRF (ARPA)– Projects

Project	Project Amount Remaining
Uncommitted	$1,369,300
Replace HVAC on City Buildings	$936,005
Server Replacement for the City	$283,264
Retrofit HVAC on City Buildings	$277,200
Finish the Fiber Ring / City Hall	$121,000
Meals on Wheels	$100,000
Laptops and WiFi for the Dr. Joe Lee Smith Center	$90,000
Digitize City Records	$40,000
Utility Payment Support - Cocoa Citizens	$29,106
City Clinic Parking Lot	$15,000
Save A Lot Grocery Store	$10,602
Chromebooks for Teleworkers	$0
Total Remaining	**$3,271,477**

Total Approved Projects : $2,528,700
Uncommitted SLFRF: $1,369,300

Total Funding : $3,898,000

SLFRF (ARPA)– Reconsideration of Approved Projects

Project	Project Amount Remaining
Replace HVAC on City Buildings	($936,005)
Retrofit HVAC on City Buildings	($277,200)
Meals on Wheels	($100,000)
Utility Payment Support - Cocoa Citizens	($29,106)
City Clinic Parking Lot	($15,000)

Reallocation: $1,357,311
Uncommitted : $1,369,300

Total Available for New Projects $2,726,611

SLFRF (ARPA)– Final Rule

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Project	Amount
Parks Cost Overruns (40% Estimate)	$900,000
Fire Pumper Truck	$634,500
Stormwater Gradall	$483,097
Stormwater Street Sweeper	$329,678
Stormwater Dump Truck	$202,000
Police SWAT Vehicle	$100,000
Community Programs	$77,336
Total Available for New Projects	**$2,726,611**

Unassigned Fund Balance

FY 2021 Unassigned Fund Balance	$10,039,156
Less:	
Open Purchase Orders and	
Budgeted Projects Rolled to FY22	($1,758,725)
Other Commitments (Grants)	($2,157,416)
Total Budget Rolled to FY22	($3,916,141)
FY22 Use of Fund Balance	($194,672)
FY22/23 Liquidity	($5,000,000)
Projected Unassigned Fund Balance:	**$928,343**

FY 2023 Budget Calendar

Serving our community with P.R.I.D.E!

May 26/July 8, 2022

- Budget Workshops

July 26, 2022

- Tentative Millage (TRIM)

August 9, 2022

- Preliminary Fire & Stormwater Assessment

August 23, 2022

- Final Fire & Stormwater Assessment Public Hearings

September TBD, 2022

- First Millage/Budget Hearing

September TBD, 2022

- Final Millage/Budget Hearing

COCOA CITY COUNCIL

PRIORITIES



COCOA FLORIDA

FY 2023 COUNCIL PRIORITIES ?

- Old Dr. Joe Lee Smith Community Center
- Museums
- Homeless Initiatives
- Additional Street Paving
- J & K Septic to Sewer Conversion (Discuss at May meeting)
- Capital Improvements within, Operating, and Maintaining City Parks
- Subsidized Bus Routes
- Trailheads at Cocoa Conservation Area
- Enhanced Law Enforcement
- Facilitation of a Brightline Train Station in Cocoa
- Facilitation of Attainable Workforce Housing



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FY 2023 COUNCIL/CRA PRIORITIES?

- Fishing Pier
- Civic Center Renovations
- Cocoa Village Parking
  - On Street
  - Parking Lots
  - Lee Wenner
- Mooring Field
- Harrison Street Streetscape
- Enhanced Law Enforcement

PUBLIC INPUT

COCOA
FLORIDA



COCOA
FLORIDA



QUESTIONS

Next Session 5/26/22

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Dr. Joe L. Smith RFP



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Scope of Services

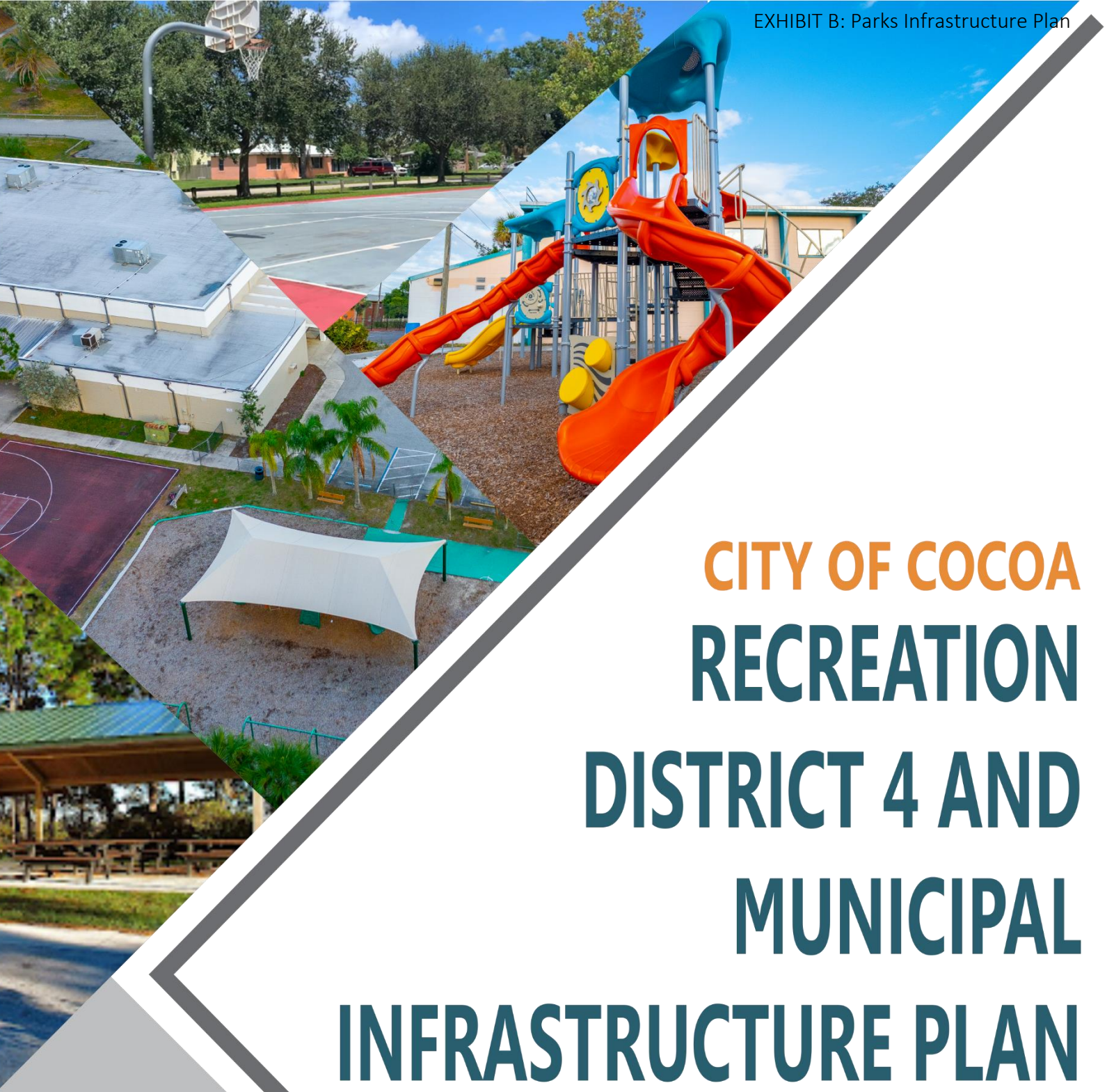
- Recreational Programs
- Youth Development
- Health Care Related Services
- Senior Citizen Services
- Vocational Services
- Small Business Development Services

Term of Agreement

- 5 years
- One 5 - year renewal

Special Conditions/Requirements

- 501(c)(3) Organization with an active status for 5 years
- 5 years of demonstrated experience running similar programs/services
- Responsible for all renovation, operating and maintenance costs
- Proof financial ability to renovate, operate and maintain



CITY OF COCOA

RECREATION DISTRICT 4 AND MUNICIPAL INFRASTRUCTURE PLAN

COCOA FLORIDA

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Table of Contents

Introduction 3

History of Recreation District Four Parks 3

Stakeholder Needs 4

Short-Term Infrastructure Needs Listing 4

Recreation District Four Parks 5

Provost Park 5

Dr. Joe Lee Smith Community Center 6

Gilmore Community Park 7

Carl E. Anderson Park 8

Don "Mo" Stradley Memorial Park 9

Cocoa Manor / Autumn Marie Park 11

Travis Park 12

Junny Rios Martinez Park 13

Municipal Parks and Facilities 14

Leon and Jewel Collins Museum of African American History & Culture 14

Taylor and Riverfront Park 15

Lee Wenner Park 16

Cocoa Civic Center 17

Bracco Stormwater Park 18

Cocoa Conservation Area 19

Brevard Museum 22

Johnny Johnson Nature Trails 23

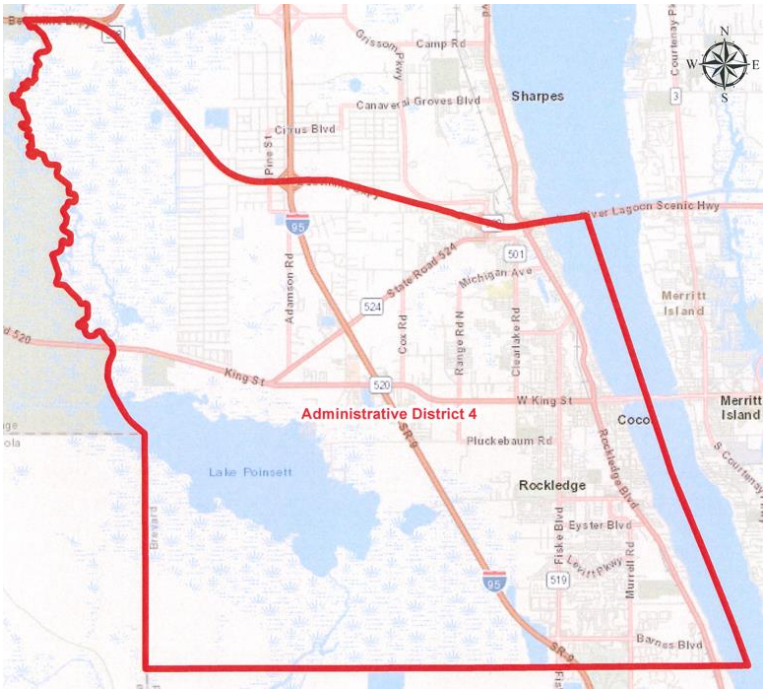
Summary 24

Introduction



In 2020, the City of Cocoa embarked on a Parks and Open Space Master Plan to help evaluate and provide recommendations for future improvements around various parks within the City of Cocoa. This plan was created through a consultant with input from City Staff and a volunteer steering committee and was a very high level and long-term plan for city parks. This master plan provided useful information related to the connectivity, canopy, additional park areas, and inventory. However, the plan did not highlight the short-term immediate needs of the parks. Over the past year, City Staff worked with Brevard County Parks and Recreation and the various end-users of the parks, and performed walkthroughs of each park to help determine some of the immediate needs of these areas. What was found was that many of the parks within the City are lacking the basic essential amenities that are common to most parks. This infrastructure plan covers these immediate needs and is aimed at the parks located within the City of Cocoa portions of the Brevard County Recreation District Four and the current municipal parks and museums located within the jurisdictional limits of the City.

History of Recreation District Four Parks



Pursuant to Chapter 61-1909, Laws of Florida, Acts of 1961, the Brevard County Recreation District Four was established to provide funding for recreational facilities and programs for the residents within the District. District Four encompasses portions of the City of Cocoa, City of Rockledge, and Unincorporated Brevard County. An election was held on November 6, 1962, to approve the formation of this district. As part of the formulation of this new Recreation District Four, an administrative board was established. This board is currently referred to as the Cocoa – Rockledge, Brevard County District Four Recreation and is composed of the City or County Managers (or their alternates) for each member. The intent of this Board is to provide recommendations to the Brevard County Board of County Commissioners related to the prioritization and spending of the Recreation District Four assessment revenues.

Subsequent to the formation of this district, the City of Cocoa entered into a long-term maintenance and operations agreement with Brevard County Parks and Recreation. This agreement was established in April 1986 and expired in April 2011. The City of Cocoa and County have continued to operate under this agreement to continue the maintenance and operations of the District Four parks within the City of Cocoa.

The City of Cocoa and Brevard County are currently negotiating a new interlocal agreement to address the maintenance and operations of these parks.

In the late 1990s, it was determined that there was a lack of funding related to the maintenance, operations, and capital improvements of these parks. In an effort to close this funding gap, a referendum was placed on the ballot in 2000. Unfortunately, while a similar referendum passed in other districts of the County, it failed in District Four. The failed referendum equated to an immediate opportunity loss of approximately $15.7 million. In 2022, that would equate to about $25 million with inflationary adjustments. The referendum would have also provided more funding for staffing and general maintenance of these facilities.

Stakeholder Needs

The Parks and Recreation Master Plan garnered community feedback from various users of the park facilities such as members of the community that utilize the facilities for health and recreation. However, it did not take into account other end-users such as athletic leagues that are paying to rent fields and facilities for practices and games. Over the course of a year, City Staff reached out to a number of these athletic leagues that make up the greater majority of users of these facilities. The City has also met with the Brevard County Parks and Recreation Department to discuss various needs and shortfalls there may be within these parks. The immediate needs outlined in the Parks and Recreation Master Plan and the findings from the stakeholder meetings are incorporated into the recommended improvements in the Infrastructure Plan.

Short-Term Infrastructure Needs Listing

Below is a listing of needs related to each City of Cocoa park. This is a robust list of improvements ranging from building replacement/repairs to field improvements. The goal of these improvement recommendations is to allow these parks to operate at a satisfactory level of service. There are fundamental infrastructure needs at many of these parks that were never implemented or are in deteriorating conditions. This listing begins with the Recreation District Four parks and then moves into the municipal parks currently under the management of the City. The plan below does not include what can be referred to as “passive” parks. Passive parks within the City are generally enhanced landscape areas with sidewalks and/or benches and do not otherwise provide additional amenities.

Provost Park

Provost Park is a roughly 20-acre park with a soccer field, rugby field, two basketball courts, and a tennis court. The park also includes a playground, covered pavilion, and pavilion/ concession building with restrooms. This park is located at 400 South Varr Avenue, which splits the park into two areas, and the main parking lot is situated at this location. An unimproved parking area is also situated off South Fiske Boulevard (SR 519).



Recommended Improvements:

- The City of Cocoa is currently in the process of making a number of improvements to this park. As part of that project, the following improvements are being proposed and are currently under design. It is worth noting that items may need to be scaled back or value-engineered pending proposed construction costs after the completion of the design.
    - Remove the standalone basketball court and convert this area to green space or possibly restripe to a pickle ball court.
    - Resurface the existing basketball court and convert the existing tennis court to a basketball court as part of the resurfacing. New basketball hoops will be installed as part of this effort.
    - Convert the existing softball field into a multi-use athletic field. Field lighting is proposed for this field.
    - Minor restroom modifications
    - General perimeter fencing
- Complete the design and construction of the South Fiske Boulevard Parking Lot. This would provide an improved parking lot off South Fiske Boulevard for better access to the east side of the park. The design is currently at 90%.
- Incorporate sidewalks or multi-use paths interior to the park between the various amenities the park has to offer.
- Replace the existing goalposts at the rugby field and incorporate netting to prevent the ball from leaving the park area.
- Incorporate team benches at all fields to allow for tournaments to be held.

Dr. Joe Lee Smith Community Center



The Dr. Joe Lee Smith Community Center is a roughly 3.2-acre park that contains a community center with meeting rooms, concessions and kitchen areas, and an indoor basketball court that can also be used for pickleball, volleyball, and other activities. The exterior features include a lighted outdoor basketball court, a playground structure, and a heated swimming pool.

This park is located at 415 Stone Street with Stone Street to the north, Washington Street to the east, and Barbara Jenkins Street to the south. This community center was recently constructed to replace the outdated gymnasium building that is separated by a parking lot to the south.

Recommended Improvements:

- The City should determine the long-term or highest best use for the outdated gymnasium area. This would help with the general aesthetics of the area to find a user that will support the needed renovations of this facility to be used practically.
- Continuing coordination for creating a City-sponsored lifeguard program would help to expand the swimming pool use since currently, the Brevard County Parks and Recreation Department is struggling to find suitable candidates to properly staff the swimming pool for classes and lifeguards.

Gilmore Community Park

The Gilmore Community Park is a roughly 1.12-acre park that contains a playground, pavilion, and basketball court. The park is located at 104 Prospect Avenue at the intersection of Fern Avenue and Prospect Avenue.



Recommended Improvements:

- The City of Cocoa has recently prioritized a restroom facility at this park location. The restroom facility design has been completed and construction bids are being reviewed.
- Replacement of picnic tables.
- General parking lot maintenance including striping would enhance the parking area.
- A community garden has been mentioned at this location during City Council meetings. If this option was pursued, a strong community partner should be selected to properly maintain and operate this garden.

Carl E. Anderson Park

The Carl E. Anderson Park is a roughly 0.92-acre park that contains a playground, pavilion, and basketball court. The park is located at 501 North Fiske Boulevard with North Fiske Boulevard to the east, Park Drive to the south, and North Kentucky Avenue to the west.



Recommended Improvements:

- The City of Cocoa has recently prioritized a restroom facility at this park location. The restroom facility design has been completed and construction bids are being reviewed.
- The basketball court will need to be resurfaced in the next 3-5 years. Basketball hoops should be replaced as needed during that resurfacing project.
- Replacement of picnic tables.
- General parking lot maintenance including striping would enhance the parking area.

Don “Mo” Stradley Memorial Park

The Don “Mo” Stradley Memorial Park is a roughly 30.98-acre park that contains five softball fields, three baseball fields, one tee-ball field, one football field, and a horseshoe pit area. The complex also contains multiple concession buildings that are also used as scoring facilities for league play. The park is located at 1857 Rosetine Street, south of Rosetine Street.



Recommended Improvements:

General Site

- General site lighting should be incorporated around the drive paths and parking areas. This sporting complex has multiple fields with lighting for night games, but drive paths and parking areas are not illuminated.
- General wayfinding signage could be incorporated at this park due to the number of fields and simultaneous sporting events that can occur.
- Concrete walkways should be provided to allow for internal interconnectivity and ADA accomodations of the park and various fields.
- General stormwater drainage improvements should be made to improve the ditches or pipe the system to eliminate the ditches.
- Septic systems should be converted to sanitary sewer to prevent routine maintenance of the outdated septic system. The Brevard County Parks and Recreation Department has initiated a design for this project.
- General field lighting could be replaced with LED fixtures.

Football Field

- The City of Cocoa is currently in the process of making improvements to this park. As part of that project, the City is preparing designs to renovate the existing football field due to drainage issues on this field. If remaining funds are available after those improvements are made, additional improvements may be implemented at the concession and scoring building.
- Player benches are outdated and should be modernized
- The field goal post should be provided with backstop netting to keep the ball in the field area. Incorporating an “H” style goal post will allow for soccer to utilize this field as well.

- The concession and scoring building should undergo major renovations or complete replacement. These renovations should include the elimination of the modular building that is currently used by the youth football league. The renovation should aim to include additional restroom facilities as well.
- The football parking lot should also be upgraded to asphalt pavement to reduce future maintenance needs related to grading of the dirt or an unimproved parking lot.

Baseball and Softball Fields

- A number of the baseball and softball fields should be regraded, sodded, and supplied with appropriate irrigation. Fields should be prioritized based on current usage and phased in overtime.
- The tee-ball field currently has cypress knees growing in the outfield. This imposes a safety risk to any users of this field and these cypress knees should be removed below the surface.
- To provide better separation between league play, the single softball field within the baseball field cluster should be converted back to a baseball field. Excluding the tee-ball field, this would provide an equal number of softball and baseball fields at four each.
- Backstops should be reworked and foul ball netting should be replaced where needed and installed where it is currently absent.
- Similar to the football concession and scoring building, the baseball and softball concession and scoring buildings require renovations or replacement.
- The softball field bleachers are obsolete and need to be replaced.
- Scoreboards should be replaced as needed and updated with LED lighting to provide consistency across the fields.
- A number of the dugouts should be replaced and modernized.
- The softball fields should have regulation pitching mounds installed in lieu of removable mounds since these fields are dedicated to softball only.

Cocoa Manor / Autumn Marie Park

Cocoa Manor and Autumn Marie Park is a single area that combines both parks. The total acreage is roughly 0.45-acres. The parks are located at 201 Coquina Drive and 2000 Manor Drive, respectively. Cocoa Manor Park fronts Coquina Drive to the north and Autumn Marie Park to the south. Autumn Marie Park fronts Cocoa Manor Park to the north and Manor Drive to the south. The parks contain a pavilion and playground area.



Recommended Improvements:

- The installation of a walkway from Coquina Drive to Broadview drive through this park would provide connectivity between these two neighborhoods and provide better access to the amenities here.
- The replacement of the fencing with a 4’ green or black vinyl coated fence along the roadways would enhance the aesthetics of this park as well.

Travis Park

Travis Park is a roughly 2.5-acre community park that contains a gymnasium with basketball and volleyball courts and activity rooms. The exterior amenities include a full basketball court, two lighted beach volleyball courts, and a playground area. The park is located at 2001 Michigan Avenue and fronts Michigan Avenue to the north.



Recommended Improvements:

- General interior improvements and renovations should be incorporated into this facility to modernize the restrooms, concession, and common areas.
- LED conversions to all lighting would reduce power consumption as well.
- The beach volleyball league mentioned that a third beach volleyball court would provide this facility the opportunity to host tournaments and additional league play. This is one of the few lighted beach volleyball courts in Brevard County and expanding the operating hours or converting to a digitally timed system would allow the recreational partners more time to use the facilities.
- An outdoor restroom facility or controlled access to the interior restrooms outside of park hours would enhance the usage of this facility, as the operating hours reduce the available hours the facility can be used.
- The parking lot needs general maintenance related to restriping of the parking stalls.
- The parking lot is severely lacking lighting and light poles should be installed to illuminate this area, especially since league play extends beyond daylight hours. Security cameras would be an added benefit to help deter criminal mischief.

Junny Rios Martinez Park

Junny Rios Martinez Park is a roughly 5.96-acre park that contains two pavilions, a restroom facility, a tennis court, a basketball court, and a grass volleyball court. The park is located at 2100 Westminster Drive and this roadway splits the park into two areas. The park fronts SR 524 to the south and is otherwise surrounded by residential areas.



Recommended Improvements:

- The City of Cocoa is currently in the process of making several improvements to this park. As part of that project, the following improvements are currently under design. It is worth noting that items may need to be scaled back or value-engineered pending proposed construction costs after the completion of the design.
    - Installation of a splash pad near the playground area.
    - Installation of a third pavilion near the proposed splash pad and existing playground.
- The tennis and basketball courts should be resurfaced in the next 3-5 years with new nets and basketball hoops as needed.
- General restroom renovations should be incorporated to modernize the fixtures in this facility.
- General parking lot maintenance including the restriping of the parking stalls should be implemented here.
- A future crosswalk should be incorporated across SR 524 for a future connection to the Cocoa Conservation Area.

Leon and Jewel Collins Museum of African American History & Culture



The Leon and Jewel Collins Museum of African American History & Culture is a museum within a roughly 1.38-acre area. The museum is contained within the Harry T. Moore Center, which houses the Cocoa Police Athletic League on the north side of the building and the museum on the south side of the building. There is also a small playground area situated on this site. The facility is located at 307 Blake Avenue and fronts Blake Avenue to the east and Valencia Avenue to the west. The property is otherwise surrounded by residential parcels.

Recommended Improvements:

- The museum portion of this building has been vacant since its opening in late 2017. The City will seek a non-profit partner to supply relevant exhibits and artifacts, and to maintain and operate this museum on behalf of the City.
- The playground in the southwest portion of this site is very outdated and should either be upgraded or removed. A new playground was recently installed at the Dr. Joe Lee Smith Community Center, which is two blocks to the east of this site.
- Parking lot improvements could be made here including resurfacing and restriping the parking areas.

Taylor and Riverfront Park

The Taylor and Riverfront Parks are a combined roughly 4.06-acre area. Taylor Park consists of a playground area while Riverfront Park includes a regulation beach volleyball court, amphitheater, pavilions, restroom facilities, and a splash pad. These parks are located at 430 Delannoy Avenue with Delannoy Avenue to the west, Church Street to the south, Harrison Street to the north, and the Indian River to the east.



Recommended Improvements:

- Routine maintenance should continue within these areas.
- An additional beach volleyball court may increase the opportunity for a recreational partner here.
- The playground should be scheduled for replacement in the next five years.
- Routine improvements should be made to the amphitheater to match any changing technology in the needed infrastructure for bands and other events using this venue.
- The incorporation of various stormwater improvements in this location will help to improve water quality for the Indian River.

Lee Wenner Park

Lee Wenner Park is a roughly 9.01-acre area. This park contains a restroom facility, pavilion, boating day slips and docks, boat ramps, and parking. The park entrance is located at the intersection of River Edge Boulevard and Harrison Street. It is bordered to the north by SR 520, west by River Edge Boulevard, and east and south by the Indian River.



Recommended Improvements:

- Currently, the boat ramps are being reconstructed and the basin is in the process of being dredged to allow better access to deeper drafting vessels.
- This area is enrolled in the Brevard Zoo Living Shoreline Program and is currently waiting for the Brevard Zoo to implement this project.
- The existing fishing pier that is owned by Brevard County, which is the former SR 520 bridge, should be removed as it is dilapidated and could pose a safety risk. The incorporation of a new fishing pier would enhance access to the general public for fishing in this area.
- The existing master plan should be updated for this area through the Cocoa Village Redevelopment Area to reflect future goals for this park.
- The implementation of a coquina or rip-rap style shoreline along the eastern side of the Riverfront Park would help to reduce wave refraction in this area to provide calmer waters with easterly to southeasterly winds.

Cocoa Civic Center

The Cocoa Civic Center is a roughly 16,000-square foot facility. The building contains meeting rooms, the main lobby, a large gathering space, and a small kitchen area. The building is located at 430 Delannoy Avenue, where the main entrance is located. The building is adjacent to the historic Porcher House to the south, and Taylor/ Riverfront Park to the north and east.



Recommended Improvements:

- This facility needs modernization on both the interior and exteriors of the facility.
- A new roof and HVAC replacements should occur in the near future.
- Interior renovations to include adjustable partitions may allow multiple events to take place simultaneously, thus increasing the profitability of this venue.

Bracco Stormwater Park

The Bracco Stormwater Park is a roughly 59.3-acre regional stormwater facility. The site contains multiple walking paths and is in the process of incorporating static exercise equipment. The park has entrances on the west, north, and east sides of the park along North Fiske Boulevard, Crestview Road, and Plaza Parkway, respectively. The site is situated between those roadways and surrounded by residental and municipal properies.

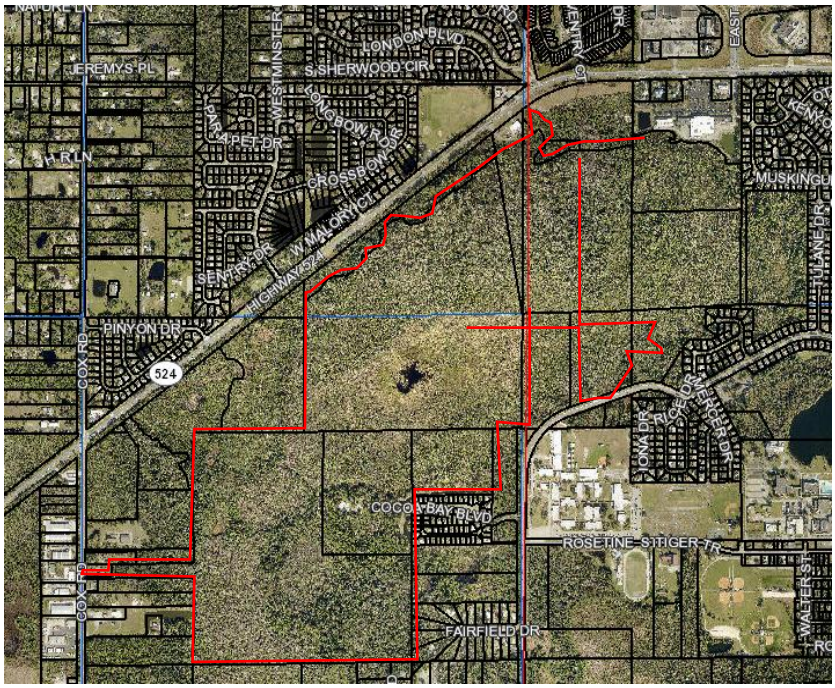


Recommended Improvements:

- The original design for this stormwater facility included named walking routes. These routes should be identified with signage showing the various routes.
- General site lighting may be needed around the walking paths with increased usage of the park.
- Perimeter fencing could be replaced with a vinyl coated fence to provide better aesthetics and site security.
- Floating wetlands would help to enhance water quality and provide better recreational opportunities for fishing and wildlife viewing.
- Wildlife viewing areas and fishing docks would provide better access to the ponds.

Cocoa Conservation Area

The Cocoa Conservation Area (CCA) is located within multiple land parcels owned by the City. These parcels equate to roughly 394.99-acres. The main entrance of the CCA is at 1714 Cocoa Bay Boulevard, which is situated at the western terminus of the Cocoa Bay Subdivision. The CCA currently contains a restroom facility, pavilion, parking area, and unimproved hiking trails. The CCA is generally located between SR 524 to the north, Range Road to the east, private land to the south, and Cox Road to the west. The boundaries are also scattered with private parcels on each border.



Recommended Improvements:

- The Florida Communities Trust (FCT) Grant that was awarded to the City in 2003recommends a number of improvements/projects. Some of these items may be altered with prior approval from the FCT, as long as the scoring does not drop below the funding threshold. As part of this, the City should seek to partner with non-profits or other governmental agencies to help operate and maintain this area from a forestry standpoint, which is what this grant was tailored towards.
- **The remaining grant conditions specific to this site are below with recommendations. It is worth noting that the original grant only applied to the 136 acres that were acquired through this grant process. Since then, the City has almost tripled the size of the conserved lands in this area:**
    - Two or more resourced-based outdoor recreational facilities, including nature trails and picnic pavilions, and two or more user-oriented outdoor recreation facilities, including a children's play area and a tennis court, basketball court and volleyball court, shall be provide at the Project Site. The facilities shall be designed and located with minimal impact to natural resources on the Project Site. *This has partially been completed. The City has worked with a volunteer group to establish nature trails and a pavilion is already on site. Additional options for user-orientated facilities may be implemented to provide minimal impact on natural resources.*
    - Interpretive signage shall be provided to educate visitors about the natural environment of the Project Site. *The City should work to implement signage that provides some general descriptions of the Project Site.*
    - At least 24 environmental education classes or programs shall be conducted annually at the Project Site by trained educators or resource professionals. *The City should seek to partner or contract with local environmental groups to perform these classes or programs.*

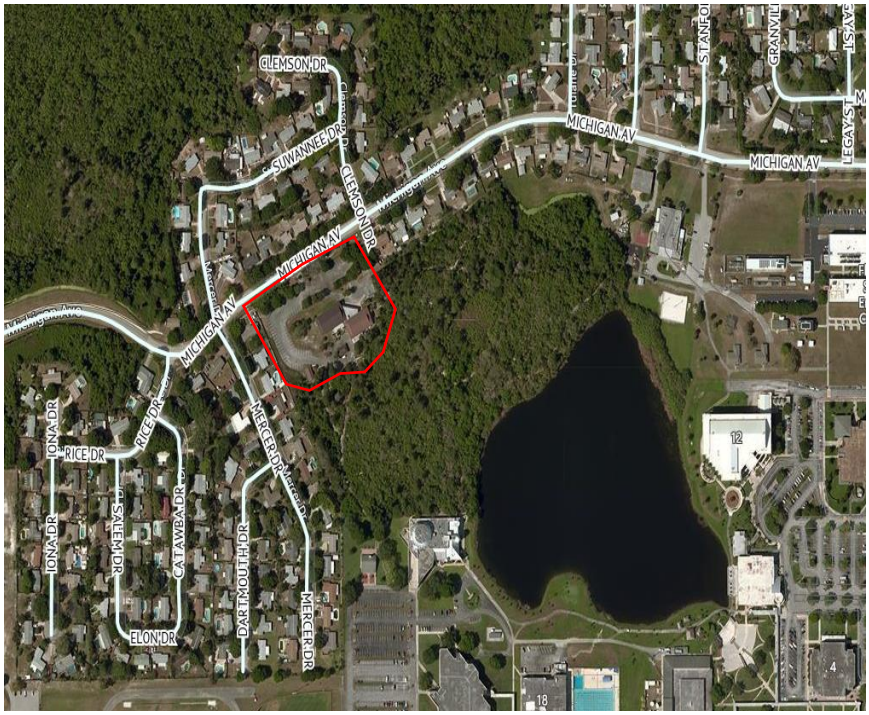
- The sand pine scrub, oak scrub, pine flatwood, hydric hammock and freshwater march communities that occur on the Project Site shall be appropriately managed to ensure the long-term viability of these communities. *The City should seek to budget an environmental consultant to evaluate and perform the necessary management of these communities as a long-term goal.*
- A prescribed burn plan shall be implemented for the scrub community. A vegetation analysis of the remainder of the Project Site shall be performed to determine which areas of the Project Site need a prescribed burn regime implemented to maintain natural fire-dependent vegetative communities. If a prescribed burn regime is found to be necessary and feasible, the development of a prescribed burn plan shall be coordinated with the Division of Forestry and the Florida Fish and Wildlife Conservation Commission. A fire line shall be developed between the adjacent residential development and the Project Site. *The City should seek to budget a consultant to determine if and where a prescribed burn regime should take place.*
- Mud Lake shall be restored to its historic extent by increasing the size of the lake from 12 acres to 24 acres through the removal of muck and invasive exotic vegetation. Additional enhancements to the lake will include minimizing and pre-treating stormwater runoff and planting native vegetation around the perimeter of the lake. The development of a restoration plan for Mud Lake shall be coordinated with the St. Johns River Water Management District. *Mud Lake is not within the Project Site for the grant acquired parcels. The City should continue to work with Brevard County as this area has been identified as a critical location for a regional flood mitigation project. The City should seek to have this requirement altered to match the joint effort with FEMA, Brevard County, and Cocoa.*
- An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the Project Site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The Management Plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the Project Site. An ongoing monitoring and control program for invasive exotic vegetation shall be implemented at the Project Site. *The City should seek to budget a consultant to perform annual monitoring and control of invasive plants, along with the maintenance and implementation of native vegetation.*
- Pedestrian and bicycle access shall be promoted through the provision of pedestrian oriented walkways and bicycle facilities that link the Project Site with adjacent residential neighborhoods. Bike parking stands shall be installed to provide an alternative to automobile transportation to the Project Site. *A future pedestrian and bicycle access point should be implemented within the 50' Access Easement on SR 524 as shown in the management plan. The proposed vehicular access should be implemented on Cox Road and also include pedestrian and bicycle amenities. The connection on SR 524 should be coordinated with the SR 524 widening and Mud Lake Projects. The entrance on Cox Road should be coordinated as future development comes in on this corridor.*
- The Project Site shall be incorporated into the county-wide management program for the protection and enhancement of natural and recreational resources, as specified in the Brevard County Greenways and Trails Master Plan. *The implementation of the access points on Cox Road and SR 524 would provide additional bike and pedestrian access to*

this trail area which is consistent with the Master Plan. As part of the coordination with FEMA and Brevard County, a trail may be incorporated around Mud Lake as part of that project.

  - The City shall coordinate management of the Project Site with appropriate agencies administering the American Heritage River Program to assist in this effort to protect and enhance the water quality of the St. Johns River. *The Mud Lake Project will help to properly control stormwater discharges from this basin as it travels through a series of ditches and pipes to the St. Johns River. This effort will be coordinated with the appropriate state and federal agencies, as required.*

- The City has funded a new cross-country access easement south of the Cocoa Bay Subdivision on Range Road. This project should be implemented pending the final closing on the sale of this easement area.
- The City is currently utilizing volunteers for access control at Cocoa Bay. If increased or more consistent access is desired the City should seek to contract another entity for that purpose or increase staff to perform that duty. Although successful thus far, utilizing volunteers could pose issues depending on the availability of that person.

Brevard Museum



The Brevard Museum Site is roughly 3.23-acres. The museum contains meeting space, staff areas, and several exhibit rooms. The address for this facility is 2201 Michigan Avenue. The site fronts Michigan Avenue to the north, residential properties to the west, and the Johnny Johnson Trails to the south and east. This approximately 14,750 square foot facility recently came into the City's control and was previously operated and maintained by the Florida Historical Society. The museum contains several exhibits related to Florida and Brevard County's natural history.

Recommended Improvements:

- The City is currently in negotiations with a newly established non-profit to assume the operations and maintenance of this facility.
- General site improvements can be made to enhance the aesthetics from the roadway. This would include landscaping, fencing, and signage.
- Exterior improvements should be made to modernize the appearance and use longer-lasting building materials to prevent future capital repairs.
- Interior improvements should be implemented to modernize the appearance and address any building code, ADA, or life safety issues that may be present.
- Parking lot improvements could be made related to resurfacing and restriping of the parking areas.

Johnny Johnson Nature Trails

The Johnny Johnson Nature Trails are roughly 16.8-acres. These nature trails are located between Travis Park and the Brevard Museum. Access is provided through both of those locations.



Recommended Improvements:

- General wayfinding signage with trail maps should be implemented here.
- The replacement of the boardwalk should be scheduled in the next 2-3 years. The utilization of recycled plastic planks would help to increase the life of this replacement.
- The City is currently planning to include the access control of this trail system within the Brevard Museum Lease. The City is currently using volunteers for access control. Although successful thus far, utilizing volunteers could pose issues depending on the availability of that person.

Summary

In summary, a number of general infrastructure needs should be implemented across these parks as funding allows. The failed referendum in the early 2000s prevented the District's ability to adequately fund various essential needs at the Recreation District Four Parks. A new referendum or strategic funding strategies could be implemented to help fund the critical needs of the District Four Parks as the costs of general maintenance, operation, and capital improvements will continue to increase. Without increases in funding, the City will continue to see the continued deterioration of these parks' level of service.

A Parks Impact Fee is an option to generate revenue for capital repairs and improvements at parks. This would help to create funding for capital repairs and improvements at both District Four and Municipal Parks. A one-time flat fee would be established and levied on each new dwelling unit being constructed within the City.

The City of Cocoa is in a unique position being a relatively small City and having 18 parks and facilities within its limits. Some of these facilities, in terms of parks, are more complex than a standard neighborhood park. These parks have a broad range of activities that make the various needs difficult to fund and prioritize.

The City should continue its partnership with the County for District Four Parks Operation and Maintenance. In an effort to help enhance these parks, capital funding from the City budget can help supplement specific parks and endeavors the City may want to pursue. Establishing strong partnerships with non-profits, other governmental agencies, and volunteer groups would help to reduce the burden on City Staff for the operation and maintenance of some of these facilities as well. Grant opportunities should be explored wherever possible and available.

Carie Shealy

From: Kristin Lortie <kristin.lortie@gmail.com>
Sent: Tuesday, April 26, 2022 9:16 AM
To: Carie Shealy; City Council; Stockton Whitten
Cc: Carie Shealy; Anthony Garganese (OrlandoLaw); Directors
Subject: Citizen Feedback for 4/19 Budget Priorities & Goal Setting Workshop
Attachments: 2020 Police Per Capita Brevard County.png

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Mayor Blake, Council Members and City Manager Whitten,

I am writing to provide the following **supports** and **objections** to the **4/19/22 Budget Priorities and Planning Workshop:**

- **Support** for the restroom topic being re-presented to council members at the 4/26 meeting and is on the agenda;
- **Support** for the option of placing a hold on both restroom projects until the market stabilizes;
- **Support** for keeping parks under county maintenance, and working to address items that are not getting done through accountability measures;
- **Support** for staff pursuing FCT grants to enhance the Cocoa Conservation Area trailhead at SR524;
- **Support** for the workshop being Livestreamed;
- **Support** for park in Cocoa Hills, as introduced by Deputy Mayor Hearn;
    - Can allocated but unused parks funding and/or parks contingency funding be redirected to this effort?
    - Can a community meeting be coordinated to discuss this idea and obtain resident input?
- **Support** for 10-minuteWalk to a park, as advocated by Councilwoman Koss.

- **Objection** to the meeting announcement stating "Action May be Taken", and yet the agenda does not specify what action, denying the public adequate notice as to what action may be decided at the meeting, and that could affect their meeting attendance.
    - The lack of agenda specificity allows "unannounced agenda items" to be voted on, and which the Attorney General has opined should wait until a future meeting for a vote;
    - City resolution 2013-99 states p. 19 states "Council workshops are typically scheduled to consider certain items which are not ready for final official action."
    - Items discussed at workshops should be moved to a scheduled council meeting to obtain a vote, and where non-attendees have the right to comment.
- **Objection** to Mayor Blake unfair administration of the meeting, and favoring some voices in the room over others;
- **Objection** to Mayor Blake having undue influence of the council discussion due to being the chair, and curtailing deliberation from all members;
- **Objection** to Mayor Blake not asking for consensus prior to moving on, and receiving expressed consent for items not voted on;
- **Objection** to Mayor Blake protesting something as minor as a wording change to the city vision by Councilwoman Koss, which had been drafted by City Manager Whitten, and reflecting that city staff and Mayor Blake take precedence over council members, and members of the public who protested the new vision;
- **Objection** to the pushback Councilwoman Koss received to advocate for "City Image" being included in the Strategic Plan update;
- **Objection** to the Parks Infrastructure Plan being presented to council, and without any plan or consideration to request public input;

- **Objection** to any inference that the Parks Infrastructure Plan has been accepted based on it being presented prior to the meeting;
- **Objection** to Civic Engagement Priority not including 2-way options for citizens to engage with the city outside of volunteer boards, or *including any of the numerous suggestions provided by citizens* that are trying to engage with the city;
- **Objection** to flimsiness of Strategic Planning content, including the lack of holding staff accountable for objectives and goal-setting and getting input on Priorities;
    - Posting projects on a website is NOT the same as setting goals and objectives in advance, and as occurred during the prior Strategic Plan Update.
- **Objection** to the Strategic Planning being undefined, and occurring without a vote or seeing the draft product (is it really just 10 Powerpoint slides?)
- **Objection** to the City Vision being changed at behest of the City Manager, and without public input;
-
- **Objection** to the lack of clarification on what exactly <u>is</u> the revised 2022-27 Strategic Plan, and based on loose information in 10-pages of a presentation with brief council comments being made;
- **Objection** to the Strategic Plan Priorities decided by City Manager, and with unspecified goals;
- **Objection** to the $640K in District 4 Parks allocations being voted on at the workshop, and <u>without a formal vote at a scheduled council meeting;</u>
- **Objection** to the $640K in District 4 Parks allocations being voted on by council <u>without input from the public that was not at the meeting</u>;
- **Objection** to Mayor Blake strong arm tactics exhorting council members to "have faith", to influence council members to vote for an unnecessary and costly $80K shade structure expenditure at a city park;
    - These behaviors showed Mayor Blake exerting an undue power advantage over city council members, and abuse of the chairmanship privilege that is the only additional expressed responsibility/authority that comes with the Mayor position;
- **Objection** to Mayor Blake's obsequious behavior toward staff and Mr. Whitten, and constant defensive response toward any perceived criticism;
- **Objection** to Mayor Blake and City Manager Whitten attending the April 7th District 4 Parks meeting where spending allocations were discussed, not inviting other Council members to attend the meeting (as evidenced by meeting discussion and parks minutes), nor setting up a community meeting to discuss 2022 District 4 Parks spending with Cocoa residents, and after the many complaints the city received in 2021;
- **Objection** to the continued and ongoing lack of community participation in the revised Strategic Plan;
- **Objection** to the $2,726,611 in SLFRF (ARPA) funding being allocated to projects, and without a council vote;
- **Objection** to the $2,726,611 in SLFRF (ARPA) funding being allocated, and without council discussion and input on each line item expense;
    - *Each expense should be discussed with council members and support requested from council members;*
- **Objection** to staff continuing to petition council for the $545K "shortfall", and while there is additional unspent funding that has been set aside for contingency and could be routed to operating fund;
- **Objection** to staff narrative that funds cannot be used from elsewhere to make up the "shortfall", and not presenting a no-millage increase options for council consideration as requested by a citizen at the 3/15 workshop;
- **Objection** to lack of clarification on the $900K Parks Cost Overruns in the $2,726,611 in SLFRF (ARPA) and which is not broken out for public review;
- **Objection** to the $95K in design fees allocated to Junny Rios Park unnecessary luxury amenities, and the extraordinary design cost;
- **Objection** to the $710K expense for Junny Rios Martinez spending which could be redirected to a higher priority project including the CCA Mgt plan which is in District 3;
- **Objection** to the lack of transparency in the changing of the engineer for the parks projects as stated on 3/15/22, and which has not been discussed at any city meeting;
- **Objection** to the $38K in Bracco Pond fitness stations, and which were presented by city staff, and without community support obtained prior to the 8/24/2021 vote;

- **Objection** to Mayor Blake unilaterally instructing the city attorney to create barriers to public participation through a representative reading a public statement;
    - Just yesterday I unexpectedly **met a loca Brevard mayor,** and who shared with me that ***because of his commitment to public participation, he personally offers to read residents comments into the record, they accept public comment thru LiveStream, and anyone in the world is welcome to comment;***
    - ***These practices provide a stark local contrast to Cocoa's highly restrictive participation practices.***
- **Objection** to Council Priorities being relegated at the very end of the city presentation slide 44-45 (out of 47 slides);
- **Objection** to all Staff Priorities being quantified with budget dollar amounts, and Council priorities not having any dollar amounts or descriptions;
    - No definition is given to council priorities they are simply pasted into 2 slides:
- **Objection** to the meeting duration being too short to accomplish the information needed to cover, and the Mayor attempting to rush the process due to his pre-scheduled appointment;
- **Objection** to Mayor Blake not allowing Councilwoman Koss to ask a question for several minutes, and showing bias against her input throughout the mtg;
- **Objection** to Mayor Blake scolding Councilwoman Koss citizen advocacy, and admonishing Councilwoman Koss to "not give oxygen" to citizens;
- **Objection** to Mayor Blake scolding the female advocate/speaker for Stradley Park, who expressed concern about serious restroom issues;
- **Objection** to Mr. Murphy being called non-factual after he made public comment by Mr. Whitten, and without opportunity to speak to Mr. Whitten's allegation of non-factual while he was at the podium;
- **Objection** to Council only having a balance of $928,343 to spend on their numerous priorities, and after city staff allocated the rest of the city funding to their preferred priorities;
- **Objection** to the non-specificity of what will be discussed at the upcoming May 26th workshop, and it being equally unsettling and precarious to attend, and with Mayor Blake's agenda to move forward with anything city staff wishes, and curtailing council input and deliberation;
- **Objection** to scarcity of budget and planning discussion at scheduled council meetings on budget topics, and pushing all updates to the "free for all" workshop format;
- **Objection** to assumed 3% increases in utilities, stormwater, and fire assessment;
- **Objection** to an assumed 3% across the board staff increase of $652K just for this cycle, and potentially triggering a new millage to pay staff increases;
- **Objection** to "Enhanced Law Enforcement" priority, when Cocoa has the 3rd highest per capita police officers in Brevard (see attached);
- **Objection** to staff insistence that a millage is needed, after spending no observable effort averting the millage by increasing their fiscal stewardship;
    - Need back-up for health care increases - what is the 10% about?
- **Objection** to citizen priorities and suggestions submitted to council on March 8th and March 15th not being included in the presentation, and ***demonstrating through omission*** that citizen input is not considered in city planning;

Based on last week's workshop, I am concerned about the same items reoccurring at the May 26th Workshop, and the lack of relevant discussion on the noted topics occurring during scheduled city meetings. I suggest my feedback be considered by the city in the administration of City meetings, City workshops, the 2022 budget process, the 2022 strategic plan update, Parks planning, and Overall citizen inclusion.

If there is any information that could assist me in my objections, I welcome this being provided by any party. I request that these comments be added to the April 19th Council Workshop, as they expressly pertain to this workshop, and request that my comments be added as an eComment for tonight's April 26th meeting as a follow-up to the April 19th workshop.

Regards,

Legislation Details (With Text)

File #:	22-342	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	6/8/2022			**In control:**	City Council
On agenda:	7/12/2022			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of April 26, 2022, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-26-2022 Minutes ADA.pdf Exhibit A - Email from Meredith Lidstone read by K. Lortie.pdf E-Comment from K. Lortie.pdf E-Comment from K. Lortie-Citizen Feedback for 4_19 Budget Priorities & Goal Setting Workshop.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 8, 2022
Agenda Date: July 12, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of April 26, 2022, as written or with amendments.

BACKGROUND:

na

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of April 26, 2022, as written or with amendments.

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MINUTES
City of Cocoa
Regular Meeting of The City Council

April 26, 2022

A Regular City Council Meeting was held on Tuesday, April 26, 2022, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 6:03 p.m.

Pastor Scott Billue provided the invocation and the Williams family led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The Assistant City Clerk took the roll.

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

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Charlene Neuterman, Community Services Director; Jonathan Lamm, Fire Chief; Evander Collier, Police Commander; Lora Howell, Deputy Finance Director; Rob Beach, Chief Technology Officer; Angela Essing, Growth and Economic Development Director; Bryant Smith, Public Works Director; Samantha Senger, Assistant to the City Manager/PIO; and Erik Montgomery, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of April 26, 2022. (22-224)

2. Minutes: (a) Budget Priorities & Goal Setting Workshop, March 15, 2022 (22-225)

(b) Regular Meeting of March 22, 2022 (22-226)

* **MOTION by Councilmember Dyal; Seconded by Mayor Blake, to approve the Agenda for the Regular meeting of April 26, 2022 with discussion requested by Councilmember Koss to move Item V.2 off of Consent.**

* **MOTION by Councilmember Dyal; Seconded by Councilmember Koss to amend the motion to move Consent Item V.2 to VIII.1, City Business.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Dyal, to approve the Minutes for the meetings of March 15, 2022 and March 22, 2022 as written.**

Discussion was called for by Councilmember Koss. She explained that an email was received by Kristin Lortie and she asked for clarification as to what should and should not be attached to the minutes. In response, City Attorney Garganese explained it is at the discretion of the Council and the Clerk's office as to what should be attached to the minutes. He further noted that he does not know the context of the email that was received by the City today. Additionally, he reiterated that this is a discretionary decision and can be approved or denied by the Council.

Councilmember Goins asked Deputy Mayor Hearn if he would consider retracting his motion and tabling the minutes to give the Clerk time to review what is being asked.

* **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Dyal, to retract his motion and table the minutes to the next meeting.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Presentation of a Certificate of Completion to Councilmember Goins for the completion of the Florida League of Cities Leadership Academy I, that was attended March 11-12, 2022. (22-227). (Deputy Mayor Hearn)

   Deputy Mayor Hearn presented Councilmember Goins with a Certificate of Completion for the completion of the Florida League of Cities Leadership Academy I.

2. Proclamation: Presentation for "K-9 Bear's Official Retirement". (22-228). (Chief of Police)

   Chief Collier read the proclamation into the record.

3. Proclamation: Presentation to "Augusta Williams, Jr. for his contributions during National Poetry Month". (22-229). (Councilmember Goins)

   Councilmember Goins read a proclamation into the record. Family members spoke on behalf of Mr. Williams. Additionally, his wife shared that a poetry workshop will be held this Thursday in Melbourne from 5:30-7:30pm at the King Library on University Boulevard which is open and free to the public.

4. Proclamation: Proclaiming the Week of May 1-7, 2022 as "Drinking Water Week." (22-240). (Utilities Director)

   Mr. Walsh read a proclamation into the record.

5. Presentation: Winning photos from the Tree Photo Contest and promote Arbor Day. (22-243). (Asst. to the CM/PIO)

   Councilmember Koss provided information about trees. She shared that they provide storm protection, they break wind energy, clean air, provide shade and can reduce the temperature outside by ten degrees. They also provide habitats for animals and lastly, they are beautiful and welcoming. She shared that the City held an Arbor Day event where the community planted a tree in honor of the day.

   A video was shown by Ms. Senger.

   Councilmember Koss called up the judges of the contest. She called up John Maryland, a local photographer; Linda Gombert, citizen and landscape expert; Aleck Greenwood, property owner and member of the City’s Tree Board and Planning and Zoning Board; Sally Scalera, Urban Horticulture Agent; and Bryan Bobbitt and Kristina Fannin who are representing Keep Brevard Beautiful.

The following winners were announced:

- Jacqueline Lind – Anyone Home category – Tree: Oak with Spanish Moss
- Douglas Sphar – Parts of a Tree category – Tree: Pine Bark
- Shari Yeomans – Close-ups category – Tree: Tabebuia
- Douglas Sphar – Canopy of Trees category – Tree: Longleaf Pine
- Susan Fricker – What Do Trees Do for Us category – Tree: Tabebuia
- Richard Fuller – Photographer's Choice – Tree: Cabbage Palms
- Lisa Haberlan – Judge's Choice – Tree: Bald Cypress
- Kelly Stallone – People's Choice – Tree: Oak

IV. Delegations:

Anita Gibson, 451 Stone St., Cocoa, requested that there be more police officers at the Police Department. There are only two detectives working on the case regarding the murder of her son in December, 2016. She added that Cocoa is about to expand immensely with all of the development going on. She is supportive of the Police Chief and supports the need for more officers. She specifically requested a Cold Case unit. She commended the Chief and his collaboration with the Rockledge Police Department.

Deputy Mayor Hearn commended Ms. Gibson and promised that we are working to get to where we need to be.

Robert Weiss, 115 Indian River Dr., Apt. 201, moved to Cocoa two years ago and the Village was the reason why. Cocoa Village is unique and special and is cherished by those who visit. A proposal was made to extend bar hours and he feels that this will become a drunken mess and will only benefit bar owners. He is questioning whether this will ruin the Village's quaintness. He understands that development is happening, and he welcomes it, however there are concerns. He hopes that we can preserve the uniqueness of the Village and hopes to present a petition at the next meeting.

Shetina Brown, 1028 Pompano Dr., Rockledge, personally thanked Councilman Goins for his commitment to Trash Bash. She mentioned Easter in the Park and thanked Councilman Goins, City Manager Whitten and Chief Collier along with Rockledge Police Department to help them come up with a plan to make the event successful. She further thanked Leisure Services and the Fire Department as well as Brevard Parks and Rec.

Wilbert Rivera, 910 Avon Pl., Cocoa, explained that he is having issues with his stormwater. In response, City Manager Whitten noted that Ms. Howell would take his information.

Scott Billue, Matthew's Hope Ministries, shared that they are closing on the property at 825 Forrest Avenue on May 5, 2022. He thanked Council and expressed that they are very excited to invest in the property and it will be a showcase in this community. This project will help the homeless.

Kristin Lortie, District 3, Cocoa, read a statement[1] on behalf of Meredith Lidstone regarding parks.

Additionally, Ms. Lortie noted that she appreciated the fact that the Council decided to table the minutes item to consider including the documents she submitted to the Clerk's office. These documents include citizen input regarding strategic planning and discussions about priorities, as well as comments she made on March 22, 2022 at the public hearing that was held regarding housing. She also wished to add that citizens should be given the opportunity to speak on an item prior to a vote being made by Council.

At last week's workshop she felt unsettled as a participant due to the fact that City policy says the workshops are set up for discussion and yet the agenda notes that action may be taken so as an attendee you may not know what is going to be decided or what could come next. Furthermore, she has commented on and provided feedback on protocol issues.

Lastly, she reviewed the consent agenda and stated that there is over $1.4 million dollars in allocations that are being decided on. She explained that in her opinion more items need to be put on the regular agenda as this does not allow for citizen input. She shared that she has been going to other city council meetings and they allow citizens to speak on consent agenda items.

Ryan Brown, 2600 Clearlake Rd., Unit 13, addressed the Council two weeks ago to make them aware of a pending sale of the apartment complex he lives in and although he does not know the exact details, which will not be released until Thursday, he has done some research on Sunbiz to see how many properties are owned by the new landlord. It appears he owns eighteen apartment complexes across central Brevard and a few in Titusville and Palm Bay. He is concerned that there has been no notice of the sale and this is concerning for the people who live

[1] Exhibit A: Email from Meredith Lidstone

there as they may have to find new housing. He provided a document to show the list of apartment complexes in Brevard County that are owned by Wells Boys LLC.

Councilmember Goins clarified information stated earlier regarding the proposal for extending bar hours. He pointed out that this is not something that the Council is currently considering and that it was asked that they look into it but they are not at this time.

V. Consent Agenda:

(A) General Consent Items:

1. Approval to Accept the Donation of K-9 Vests with the Value of $1,423.52, from Space Coast Police K-9 Foundation. Approve a Resolution Amending the FY 2022 Budget, BAF#22-068-A to Account for the Donated K-9 Vests. (22-144). (Chief of Police)

~~2. Request Council to award ITB 22-09-COC to ALGAT Enterprises, Inc. in the amount of $57,777 to rehabilitate the Property at 1219 Duke Way, Cocoa, FL 32922. Approve a Budget Resolution, Amending the FY2022 Budget, BAF# 22-077-A, in the amount of $3,000. Approve a Resolution to allow for the rehab project to exceed the maximum assistance of $49,999 as per the City's Housing Policy; and authorize the City Manager to sign the construction agreement, issue the purchase order and approve any change orders with project contingency, not to exceed $3,000. (22-168). (Community Services Director)~~

- **Moved to VIII.1, City Business.**

3. Approve the Second and Final Amendment to Purchase Agreement to RFQ-18-10-COC, Continuing Services Agreement with Carollo Engineers, Inc., for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems. (22-188). (Utilities Director)

4. Approve a Resolution Amending the Fiscal Year 2022 Budget, BAF# 22-075-A, in the amount of $42,920 for the purchase of a Ford F-150 Truck and three Tough Book Computers for the Building Division. (22-222). (Community Services Director)

5. Approve Task Order in the amount of $66,860.00 to Mead & Hunt for Engineer of Record (EOR) support services for the construction of the Fiske Blvd. and

Broadmoor Acres Drainage Improvements Project. Approve a Resolution Amending the FY22 Budget, BAF# 22-076-T. (22-223). (Public Works Director)

(B) Multi-Year Contracts:

6. Approve Participation in a Multi-Year Cooperative Purchase Agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services Utilizing the HGAC (Houston-Galveston Area Council) National Cooperative Purchasing Contract No. TP07-18 Effective July 1, 2018 through June 29, 2021, Renewed Through June 30, 2022; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Contract. (22-191). (Utilities Director)

7. Approve Participation in a Multi-Year Cooperative Purchase Agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers Utilizing the City of Daytona Beach Contract No. 0118-2600 effective February 6, 2019 through February 5, 2020, Renewal February 6, 2022 through February 5, 2023; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Contract; To Approve a Resolution Amending the FY2022 Budget, BAF# 22-069-A. (22-200). (Utilities Director)

8. Approve Task Order 2022-05 with Atlantic Development of Cocoa, Inc. for the Cocoa Water Plant Road Culvert Replacement Project, WS22DC, in the amount of $502,547.50; To Approve as a Multi-Year Contract from FY2022 through FY2023; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $100,509.50 (20% of the Contract Amount) for a Total Project Cost of $603,057; To Approve Resolution Amending the FY2022 Budget, BAF # 22-074-T. (22-207). (Utilities Director)

*** MOTION by Councilman Dyal; Seconded by Deputy Mayor Hearn, to approve the Consent agenda.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

None.

VII. Council Business:

1. Approve the modifications to the City of Cocoa Memorial Tree Planting Policy and Agreement. (22-238). (Public Works Director)

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Hearn, to approve the modifications to the City of Cocoa Memorial Tree Planting Policy and Agreement, with discussion.**

Mr. Smith clarified the changes in the policy. Deputy Mayor Hearn asked if the City could post this on social media so citizens are aware.

Councilmember Koss asked if there is a reason there is a limit of five trees. In response, Mr. Smith explained that it is not necessarily limited to five trees and that this was the number that was written into the original policy from 2006.

She also asked who will water the trees. In response, Mr. Smith explained that as part of the policy, whoever plants the tree is responsible for paying for the irrigation to get the water to the tree but Public Works will help to maintain it. Public Works staff is working on locations so that a lot of maintenance won't be required.

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Staff is seeking direction related to the Gilmore Community Park and Carl Anderson Park Restroom Facilities. (22-246). (Public Works Director)

Mr. Smith provided an update on the project and funding. Staff has provided three options for Council to consider and he elaborated on each of the options. Additionally, he spoke with the contractors and their prices have gone up within the last few months. Options 2 and 3 will need to go back out to bid regardless.

Councilmember Goins shared that he made a phone call to Mr. Smith and to the City Manager about this item and he would like to allow Mr. Walsh and his staff to do the tie ins for water and sewer on both projects and then use the ARPA funds to fund the restrooms[2]. He asked if this would help us lower the cost and if it could be done. In response, Mr. Walsh explained that this has been done with smaller projects in the past, although this was only done on the sewer side, where Public Works funded the materials. This has never been done on the water side because

[2] Mayor Blake left the room at 7:20pm & returned at 7:22pm

when you make water decisions as a board, you have to consider all the other jurisdictions that Cocoa serves.

Additionally, if Cocoa was to enjoy the benefits of having water crews dig and make connections, which we currently don't, then we would have to entertain the same request from Cape Canaveral, Cocoa Beach, Brevard County and the other areas we serve. Since the city has complete jurisdiction over the sewer lines, this could be a possibility on that side.

Councilmember Koss asked if this amount includes the impact fees and if impact fees cover all the costs of water and sewer. In response, Mr. Walsh clarified that impact fees really have nothing to do with construction. Additionally, Mr. Smith explained that this is just the cost for the city's project to come in and be a new customer on the utility. He stated that just like when someone builds a new home, and they connect to the water system, they pay an impact fee just to become a customer however, it does not cover the cost of constructing the lines.

She asked about ARPA and asked if it is available funding for other park projects. In response, City Manager Whitten explained that this will also be used for other projects and noted he would send her the power point presentation from the discussion that was held in regard to reallocating funds.

Councilmember Koss pointed out that one of her concerns is that there is a perception due to the fact that the city is putting a lot of money into a restroom. She talked about the recreational activities and equipment that some of the other parks in other districts have and would like to see all of them treated equally.

Her concern in voting for this item is that the Council is doing it at the expense of ignoring areas that are in fact park deserts.

Councilmember Dyal mentioned Larry Gilmore Park and noted that there were concerns about a restroom facility going in there. He pointed out that both he and Councilmember Goins both work construction and he also understands why a restroom is needed. If the funds are there to build at least one restroom than he feels it should be done.

Mayor Blake shared that if the funding is there and one bathroom can be built it should be done and as things develop the city can move forward. Prioritizing is very important.

Deputy Mayor Hearn appreciates Councilmember Koss for mentioning the park deserts and he plans on keeping this issue on his radar. Cocoa Hills is now in District 2 and he has noticed the park desert there. He shared that at the next

budget meeting he plans on directing staff to start looking into potential locations for a park, but at the same time, it's a bit of an insult if the city is building new parks and not getting all of the pre-existing parks up to par.

Furthermore, he feels it is a point of equality for children and parents to have a restroom to use while they visit a park. This does not mean that they should take looking at potential locations for parks in Districts 2 and 4 off of the table, however he feels that if the opportunity is there to bring one park up to standard than they should do it.

Councilmember Koss expressed that spending $272,000 is a lot of money to spend on a bathroom in a neighborhood park. This used to be enough money to buy a house.

* **MOTION by Councilmember Goins; Seconded by Councilmember Dyal, to approve Option 3, funding the shortfall of $115,284.00 dollars using ARPA funds and looking into the option of the City doing the tie ins.**

Ms. Lortie, District 3, Cocoa, shared that she is in support of Option 1, to reconsider the restroom expense once the market stabilizes. She also supports the comments made by Councilmember Koss about balancing expenses and that there are park deserts in some areas and an expense that is almost $300,000 dollars.

She pointed out that Councilmember Koss brought up the $2.7 million dollars in ARPA funding and there was a slide that was presented by staff about the $2.7 million dollars and it was presented as if it were already decided. It included a $900,000-dollar overage for parks that was not further broken out. She feels that the entire $2.7 million dollars should be considered by Council one-by-one to make sure it is understood how the money is being spent.

As far as not having the money later and needing to do it now, even if it was put on hold and tabled for two weeks, not even a dime would have been spent just to make sure that this is the right thing. There has been some pushback on parks and even in the draft parks plan it states that neighborhood parks do not always have restrooms. That being said, she is not opposed to restrooms at the parks but she does like the idea of being more deliberative when we're spending these kinds of dollars.

Additionally, she does support the review of the $2.7 million dollars in ARPA funding and a full break down of the $900,000-dollar overage as well as a line by line breakdown of all the expenses.

AYES: Blake, Hearn, Dyal, Goins
NAYES: Koss

THE MOTION CARRIED UNANIMOUSLY (4-1)

VIII. City Business:

1. Request Council to award ITB 22-09-COC to ALGAT Enterprises, Inc. in the amount of $57,777 to rehabilitate the Property at 1219 Duke Way, Cocoa, FL 32922. Approve a Budget Resolution, Amending the FY2022 Budget, BAF# 22-077-A, in the amount of $3,000. Approve a Resolution to allow for the rehab project to exceed the maximum assistance of $49,999 as per the City's Housing Policy; and authorize the City Manager to sign the construction agreement, issue the purchase order and approve any change orders with project contingency, not to exceed $3,000. (22-168). (Community Services Director)

Ms. Neuterman provided the background of the item as well as the timeline. The project was put out to bid and ALGAT came in with the lowest bid. Bids are coming in very high due to the increase in material costs due to COVID. She also provided information on the low-income housing program. There are currently around one hundred people on the waiting list and the waiting list is currently closed as staff works diligently to dwindle down the list.

Ms. Neuterman pointed out that Mary Scott, who is the owner of the home, is eligible for the program and has been on the waiting list for almost nine years.

Councilmember Koss shared that she spent time in that neighborhood this weekend and noticed some really great improvements going on. She feels this will be a great investment.

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

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Ms. Lortie, District 3, Cocoa, had turned in a card to speak on item VII.1 and the Mayor allotted her the time to speak. Ms. Lortie pointed out the primary changes and noted that she had some questions. She noted that Councilwoman Koss had already asked one of them, which was about the limitation of five trees per park.

Many people in the community are thinking of, for example, Bracco park which has plenty of space for trees.

Ms. Lortie asked about the two-year warranty period and she wondered what happens if a donor donates a tree and the tree dies. She asked if they will be expected to come back and warranty that tree.

She added that she has visited parks in District 4 and they seem very vigilant about what they permit in parks they maintain even though the City owns them. She further shared that she thinks this is a great opportunity to talk about trees and discuss proposals. She is very supportive of trees in Cocoa and planting more trees.

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2021 to 3/31/2022. (22-193). (Finance Director)

2. FY 2022 Budget Adjustment Report. (22-234). (Finance Director)

3. Data showing the relation between the estimated and actual income and expenses to date. (22-235). (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. (22-236). (Finance Director)

X. Reports:

Ms. Senger shared several upcoming events, beginning with the Gilmore Community Park unveiling which will be this Saturday at 9am. The Hurricane Preparedness Expo will be held on May 10th from 4-6pm in the City Hall lobby. The City will be participating with Historic Cocoa Village Main Street Association and the Chamber of Commerce for Wednesday Friendsday which will be at 5:30pm next Wednesday, May 4th at the Cocoa Civic Center. Additionally, there was a luncheon last week and the City received a Superstar award for our campaign for

United Way. The goal was set for $11,000 dollars this year and the City raised $15,000.

Ms. Neuterman mentioned the Habitat for Humanity Veterans Home donation event at 450 Whaley Street. On Friday, April 29th at 9am there will be a home donation for a female veteran, Veronica. She will be the third resident to move into the Female Veteran's Village that Habitat for Humanity is constructing on Whaley Street, which is a combined project between the City of Cocoa, the Diamond Square CRA and Habitat for Humanity. Additionally, Ms. Neuterman shared that the Female Veteran's Village project is the only one like this in the United States and is very unique. There will be a total of six homes.

Mr. Smith announced that Highland Drive will be closed beginning April 30th through May 14th due to the Brightline project. He cautioned that the timeline may be extended just as the other road closures were.

City Attorney Garganese gave an update on the Villas vs. the City of Cocoa and announced that the City prevailed in that case before the Fifth District Court of Appeal. The Fifth District Court of Appeal reversed the trial court's injunction decision made against the City of Cocoa. The case is not final; however, the City will continue to vigorously continue to defend its position against this action.

Mayor Blake announced that on May 5th at 10am the City is having the National Day of Prayer in Council Chambers. Also, he congratulated Cocoa High School track teams, boys and girls, as they won the districts. Lastly, he suggested the idea of having an outlet mall in Cocoa, as there is one in Daytona and one in Vero but there is nothing in the middle.

Councilmember Goins commended Delores McLaughlin and Commander Dovale for their help at the event this past Saturday. He also attended a tiny home revealing on Tucker Ln. this past weekend. This home was only 500 sq ft. but it was surprisingly comfortable on the inside and he provided pictures.

He also showed pictures of Ms. Aida in front of the sign at Fern and Prospect Park. He explained that her son died at the park a few years ago. He reached out to Ms. Anita Gibson who spoke with her and convinced her to move off of the corner where she has been living for the last three months. He thanked several other individuals for helping Ms. Aida and taking her in and giving her supplies.

Lastly, he also spoke about the Easter in the Park event. It was a successful event and he commended Chief Collier and Chief LaSata for staying eight hours at the event.

Councilmember Dyal thanked staff for their hard work at the event as well. He loves the City and has been here his entire life and is very passionate about it. Additionally, he thanked staff for running the City and all of the hard work they do daily because a lot of people don't know what it takes to run a city.

Councilmember Koss feels we are headed in the right direction and we are making progress. She will be here for the Arbor Day celebration and thanked Ms. Senger for her hard work.

Deputy Mayor Hearn attended the tree planting ceremony at Bracco Pond and it was a great event. He hopes this is one of many tree plantings. He also had a chance to take his kids to Cocoa High School to see the progress of the new rubber track. He thanked the people who helped contribute to that project as this is a big deal and will make Cocoa High a destination track in the county.

Additionally, he has questions and concerns regarding a property at 927 Dixon Blvd., and he would like Police Chief to check it out. This is a commercial property and there is overgrowth. This is becoming a troubled area and recently there was a shooting there and overdoses are happening there as well. He wished to bring it to Council's attention as well as the Chief's to be proactive.

Also, on North Carolina Avenue, Georgia Avenue, and Bristol Drive there are speeding concerns. Many of the residents there rent and the property owners don't care if the City addresses the issue, but he would like to ask for Council's permission to direct staff to see if we can put speed humps on those streets. There are students that walk those streets daily and as a matter of fact, he received a text message this evening that a vehicle hit a parked car in that area.

* **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Goins, to approve looking into installing speed humps on those three streets.**

Mayor Blake shared his concerns regarding emergency vehicles traveling those streets and also opening the door to other requests for speed humps all over the city. He feels more police presence could decrease the number of speeders.

Deputy Mayor Hearn shared he has done his due diligence on this and pointed out that they rarely speed in the fire trucks and if they do they only go 10mph over the speed limit and the trucks are minimally impacted by the speed humps. He also has pictures from the accident this evening that he would like to share with Council.

Mayor Blake asked if people speed over speed humps. He knows Deputy Mayor Hearn has his heart in the right place but feels there are other options.

Councilmember Koss shared she received calls from Duke Way about speeders and spoke with Chief Collier about this. Speeding has always been such a big issue and she has received a lot of inquiries for speed humps. If each request was approved the City would be covered in speed humps. Instead, stop signs and pedestrian crosswalks were installed which helped. She would like to support his request but feels they may not like the end result.

Deputy Mayor Hearn noted that there are temporary speed humps that can be installed and removed if the conditions improve.

Councilmember Dyal expressed that if they are portable than he would be in favor of conducting an experiment in certain areas to see if it works. Councilmember Koss is also in favor of this idea.

AYES: Hearn, Dyal, Goins, Koss
NAYES: Blake

THE MOTION CARRIED (4-1)

Mayor Blake asked City Attorney Garganese to give him a brief summary of McFarland Park because he has received inquiries about it. In response, City Attorney Garganese explained that McFarland Park is a private park that was platted roughly around 1920. Somewhere along the line, decades later, the City of Cocoa took on a caretaker roll of the park and it was brought to the City's attention about four years ago that the City likely does not own the park. After an enormous amount of research was conducted it was found that the park is a private park and the City Council relinquished whatever rights they may have to the park, which were none other than a reserved easement for drainage.

XI. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to adjourn the Regular meeting of April 26, 2022.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:30 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, Assistant City Clerk

Gmail

Kristin Lortie <kristin.lortie@gmail.com>

Exhibit A

Meredith Lidstone - Public Comment

1 message

Meredith Lidstone <meredithlidstone@gmail.com> Tue, Apr 26, 2022 at 7:54 AM
To: "Kristin.Lortie@gmail.com" <Kristin.Lortie@gmail.com>

Meredith Lidstone Public Comment for April 26th, 2022 Council Meeting

Due to my work schedule, I am unable to attend this meeting in person. I appreciate the opportunity and right to have my comments read into the record by a fellow citizen.

I want to talk about parks.

Parks provide many positives for the communities in which they are placed. They provide a place of respite. They provide an environment for children to play safely, and for families to relax. They provide a sense of community. They provide a rare thing in an ever increasing digital world: a place to get to know your neighbors face to face. Having a park or playground in one's neighborhood--or close by--helps to improve property values.

Cocoa Hills is one of the older neighborhoods within city limits. Many of the homes have been renovated recently. I like living here, and I am proud of my neighborhood.

And in it's nearly 70 years of existence, Cocoa Hills has never had a park.

Many of my neighbors have kids. If the kids in Cocoa Hills want to go to a playground, they must walk or ride their bikes quite a long way to the playground much further south on N Fiske Blvd. There have been many shootings in that part of the city in recent years, some of them occurring directly on N Fiske Blvd. It requires crossing the very large, very busy intersection at Dixon and N Fiske.

It requires walking past the 7-11 store on the corner, which is frequently the site of incidents requiring a response by the Cocoa Police Department. Most recently, someone fired a gun through the windows of that store. Random incidents of gun violence make it unsafe for anyone's children to walk past that store, simply to get to the closest playground.

That being said, I fail to understand how this council would approve an unnecessary expenditure of 710 thousand dollars for a splash pad and a pavilion at a city park which already has amenities that vastly outnumber those of the majority of other parks located within city limits.

I am at a loss in comprehending how this city council would follow that 710K budget allocation with a vote to impose a millage increase in the same year--doing this despite hearing the pleas from fellow residents who are on fixed income and pensions, or otherwise struggling financially. It is insulting, given that the 2021 millage increase equates to roughly the cost of the amenities approved for District 3.

Residents of Cocoa deserve responsible stewardship guiding the spending decisions made in this chamber, including the city parks spending. District 4 residents deserve the same amenities as those in other districts. There is no viable excuse for continuously ignoring our needs.

Council members, please redirect the 2021 Junny Rios Parks Luxury Spending toward a more worthy expense, avert a 2022 millage increase through your stewardship, and work with local residents to create a park for the residents of Cocoa Hills.

Meredith Lidstone
1313 N Fiske Blvd
Cocoa, FL 32922
321-750-7094

Gmail

Kristin Lortie <kristin.lortie@gmail.com>

Email from and referenced by Kristin Lortie

April 26th City of Cocoa - Council Meeting Citizen Comments

1 message

Kristin Lortie <kristin.lortie@gmail.com> Tue, Apr 26, 2022 at 10:10 AM
To: meetings@cocoafl.org, Carie Shealy <cshealy@cocoafl.org>, City Council <citycouncil@cocoafl.org>, Stockton Whitten <swhitten@cocoafl.org>
Cc: "Anthony Garganese (OrlandoLaw)" <agarganese@orlandolaw.net>, Directors <Directors@cocoafl.org>

Mayor Blake, Council Members, and City Manager Whitten,

I am writing to submit the following comments prior to tonight's council meeting:

A. Consent Agenda (Section V):

- In a review of the agenda, **80%** of the agenda items (8 of the 10 action items) will be approved by Council under the Consent Agenda;
- City Council is about to approve **in excess of $1.452M**, without discussion, and without staff announcing the items or presenting on the items in advance of the vote;
  - Definition of Consent Agenda by the Florida Attorney General is *"routine matters that are typically non-controversial and do not deviate from past Board direction or policy."*
  - *How does the allocating/spending over **over $1.452M** in **public funds** fall under this definition?*
- **Unlike multiple other Brevard meetings I have attended**, Cocoa Citizens are denied the right to adequate comment on the Consent Agenda items, and are only permitted 3-minute delegations time to comment on all 8 consent agenda items plus a non-agenda comment (9 topics total), and which delegations time was unilaterally reduced by Mayor Blake from 5-minutes to 3-minutes (ie. no council vote or deliberation occurred as required by city resolution 2013-99);
- Per Atty Garganese comment, public comment on Consent Agenda Items are "at the discretion of **council**". In practice, Consent Agenda item public comments are being denied "at the discretion of the **Mayor**."
  - ***The city practice should be immediately changed to permit individual public comment on Consent Agenda items per topic.***

A1. Objections on Consent Agenda;

- **I object to the spending of over $1.452M in public funds by Consent Agenda as an inappropriate use of the Consent Agenda;**
- **I object to the public not having 3-minutes per Consent Agenda item should the public wish to comment on Consent Agenda items as an inadequate right to be heard;**
- **I object to Mayor Blake deciding council policy and practices without discussion and vote of the council;**
- **The city's Consent Agenda practices show a lack of visibility and transparency for city business, and lack of consideration for public input that could benefit the City of Cocoa.**

B. Comments on the (2) Council Action Items (Section VII):

B1. Tree Memorial Policy

- The Memorial Tree Policy change does not appear to include revisions to update and improve the actual policy;
- Staff has recommended to approve, rather than to receive council input to the policy to receive suggestions to adjust/improve it;
- Items to consider are:
  - What happens if a tree dies during the 2-year warranty period,
  - Why is there a limit of 5-trees per park
  - Has the policy been coordinated with the District 4 Parks who stated that they coordinate tree plantings at city parks?

Citizen Recommendations:
1) Object to approving the policy change vote without council discussion.
2) Suggest Council discuss the policy tonight, receive comments, and vote for the item at a future meeting.

B2. Restroom Decision to Construct 1-2 bathrooms:

- **Support** the first option to reconsider restroom expense once the market stabilizes;
- **Support** community meeting to review the need for these expensive improvements;
- **Objection** to lack of transparency in the engineer change for all parks.
    - I am not sure where the agenda item occurred to authorize the change in design engineers costing additional funding?
    - Is this invisible because of a contingency "allowance"? Why can't I find the info in city back-up documents?

B3. Action Item Comments: It is notable that the Action item agenda is sparse, with only 2 items, one of which (as presented) is as minor as a department change on a policy.

C. Info Items (Section XI)

- **Over $209K is being pulled from Contingency**
    - Will the contingency usage discussed, or was it previously approved under the contract, so the use of contingency won't be discussed at the meeting?
    - On today's agenda there is $100K in contingency included for just one contract. This is too much leeway to go undiscussed by council.
    - Contingency usage should require council discussion.
- **27 Purchase Orders between $35K and $50K have been approved by City Manager Whitten between 10/1/2021 and 3/31/2022.**
    - Are these large dollar Purchase Orders discussed at council meetings? Do Council members know what is in them, or are council members instructed to ask individually (only) if they have any questions, rather than to inform all of council?

In closing:
Council Members, your actions tonight reflect your values. Changes are needed for a participatory transparent deliberative meeting to occur.

- **Please speak up to insist on improvements to the Consent Agenda, and to require that more items be placed on the Action Agenda that is discussed by Council, including public having 3-minutes to comment on Consent Agenda items;**
- **A spending threshold for the Consent Agenda is advisable to end the practice of large approvals getting authorized without council discussion;**
- **Please add citizen-friendly agenda items to the agenda to demonstrate your leadership.**
- **The agenda should contain more discussion/action items from last week's Budget and Goal setting Workshop, and more items put onto the Action/Discussion items, and that are currently being placed on the Consent Agenda.**

I request to have this comment included in the meeting minutes for the 4/26 meeting, and to be corrected if I have any mis-statement of facts. Attached is a visual breakdown of tonight's agenda.

Regards,
Kristin Lortie, District 3
5524 Brilliance Circle,
Cocoa FL 32926



2022.04.26 City of Cocoa Agenda - Illuminated.png
241K

From:	Kristin Lortie
To:	Carie Shealy; City Council; Stockton Whitten
Cc:	Carie Shealy; Anthony Garganese (OrlandoLaw); Directors
Subject:	Citizen Feedback for 4/19 Budget Priorities & Goal Setting Workshop
Date:	Tuesday, April 26, 2022 9:17:17 AM
Attachments:	2020 Police Per Capita Brevard County.png

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Mayor Blake, Council Members and City Manager Whitten,

I am writing to provide the following **supports** and **objections** to the **4/19/22 Budget Priorities and Planning Workshop:**

- **Support** for the restroom topic being re-presented to council members at the 4/26 meeting and is on the agenda;
- **Support** for the option of placing a hold on both restroom projects until the market stabilizes;
- **Support** for keeping parks under county maintenance, and working to address items that are not getting done through accountability measures;
- **Support** for staff pursuing FCT grants to enhance the Cocoa Conservation Area trailhead at SR524;
- **Support** for the workshop being Livestreamed;
- **Support** for park in Cocoa Hills, as introduced by Deputy Mayor Hearn;
    - Can allocated but unused parks funding and/or parks contingency funding be redirected to this effort?
    - Can a community meeting be coordinated to discuss this idea and obtain resident input?
- **Support** for 10-minuteWalk to a park, as advocated by Councilwoman Koss.

- **Objection** to the meeting announcement stating "Action May be Taken", and yet the agenda does not specify what action, denying the public adequate notice as to what action may be decided at the meeting, and that could affect their meeting attendance.
    - The lack of agenda specificity allows "unannounced agenda items" to be voted on, and which the Attorney General has opined should wait until a future meeting for a vote;
    - City resolution 2013-99 states p. 19 states "Council workshops are typically scheduled to consider certain items which are not ready for final official action."
    - Items discussed at workshops should be moved to a scheduled council meeting to obtain a vote, and where non-attendees have the right to comment.
- **Objection** to Mayor Blake unfair administration of the meeting, and favoring some voices in the room over others;
- **Objection** to Mayor Blake having undue influence of the council discussion due to being the chair, and curtailing deliberation from all members;
- **Objection** to Mayor Blake not asking for consensus prior to moving on, and receiving expressed consent for items not voted on;
- **Objection** to Mayor Blake protesting something as minor as a wording change to the city vision by Councilwoman Koss, which had been drafted by City Manager Whitten, and reflecting that city staff and Mayor Blake take precedence over council members,

and members of the public who protested the new vision;

- **Objection** to the pushback Councilwoman Koss received to advocate for "City Image" being included in the Strategic Plan update;
- **Objection** to the Parks Infrastructure Plan being presented to council, and without any plan or consideration to request public input;
- **Objection** to any inference that the Parks Infrastructure Plan has been accepted based on it being presented prior to the meeting;
- **Objection** to Civic Engagement Priority not including 2-way options for citizens to engage with the city outside of volunteer boards, or *including any of the numerous suggestions provided by citizens* that are trying to engage with the city;
- **Objection** to flimsiness of Strategic Planning content, including the lack of holding staff accountable for objectives and goal-setting and getting input on Priorities;
    - Posting projects on a website is NOT the same as setting goals and objectives in advance, and as occurred during the prior Strategic Plan Update.
- **Objection** to the Strategic Planning being undefined, and occurring without a vote or seeing the draft product (is it really just 10 Powerpoint slides?)
- **Objection** to the City Vision being changed at behest of the City Manager, and without public input;
-
- **Objection** to the lack of clarification on what exactly <u>is</u> the revised 2022-27 Strategic Plan, and based on loose information in 10-pages of a presentation with brief council comments being made;
- **Objection** to the Strategic Plan Priorities decided by City Manager, and with unspecified goals;
- **Objection** to the $640K in District 4 Parks allocations being voted on at the workshop, and <u>without a formal vote at a scheduled council meeting;</u>
- **Objection** to the $640K in District 4 Parks allocations being voted on by council <u>without input from the public that was not at the meeting</u>;
- **Objection** to Mayor Blake strong arm tactics exhorting council members to "have faith", to influence council members to vote for an unnecessary and costly $80K shade structure expenditure at a city park;
    - These behaviors showed Mayor Blake exerting an undue power advantage over city council members, and abuse of the chairmanship privilege that is the only additional expressed responsibility/authority that comes with the Mayor position;
- **Objection** to Mayor Blake's obsequious behavior toward staff and Mr. Whitten, and constant defensive response toward any perceived criticism;
- **Objection** to Mayor Blake and City Manager Whitten attending the April 7th District 4 Parks meeting where spending allocations were discussed, not inviting other Council members to attend the meeting (as evidenced by meeting discussion and parks minutes), nor setting up a community meeting to discuss 2022 District 4 Parks spending with Cocoa residents, and after the many complaints the city received in 2021;
- **Objection** to the continued and ongoing lack of community participation in the revised Strategic Plan;
- **Objection** to the $2,726,611 in SLFRF (ARPA) funding being allocated to projects, and without a council vote;
- **Objection** to the $2,726,611 in SLFRF (ARPA) funding being allocated, and without council discussion and input on each line item expense;
    - *Each expense should be discussed with council members and support requested from council members;*
- **Objection** to staff continuing to petition council for the $545K "shortfall", and while

there is additional unspent funding that has been set aside for contingency and could be routed to operating fund;

- **Objection** to staff narrative that funds cannot be used from elsewhere to make up the "shortfall", and not presenting a no-millage increase options for council consideration as requested by a citizen at the 3/15 workshop;
- **Objection** to lack of clarification on the $900K Parks Cost Overruns in the $2,726,611 in SLFRF (ARPA) and which is not broken out for public review;
- **Objection** to the $95K in design fees allocated to Junny Rios Park unnecessary luxury amenities, and the extraordinary design cost;
- **Objection** to the $710K expense for Junny Rios Martinez spending which could be redirected to a higher priority project including the CCA Mgt plan which is in District 3;
- **Objection** to the lack of transparency in the changing of the engineer for the parks projects as stated on 3/15/22, and which has not been discussed at any city meeting;
- **Objection** to the $38K in Bracco Pond fitness stations, and which were presented by city staff, and without community support obtained prior to the 8/24/2021 vote;
- **Objection** to Mayor Blake unilaterally instructing the city attorney to create barriers to public participation through a representative reading a public statement;
    - Just yesterday I unexpectedly **met a loca Brevard mayor,** and who shared with me that ***because of his commitment to public participation, he personally offers to read residents comments into the record, they accept public comment thru LiveStream, and anyone in the world is welcome to comment;***
    - ***These practices provide a stark local contrast to Cocoa's highly restrictive participation practices.***
- **Objection** to Council Priorities being relegated at the very end of the city presentation slide 44-45 (out of 47 slides);
- **Objection** to all Staff Priorities being quantified with budget dollar amounts, and Council priorities not having any dollar amounts or descriptions;
    - No definition is given to council priorities they are simply pasted into 2 slides:
- **Objection** to the meeting duration being too short to accomplish the information needed to cover, and the Mayor attempting to rush the process due to his pre-scheduled appointment;
- **Objection** to Mayor Blake not allowing Councilwoman Koss to ask a question for several minutes, and showing bias against her input throughout the mtg;
- **Objection** to Mayor Blake scolding Councilwoman Koss citizen advocacy, and admonishing Councilwoman Koss to "not give oxygen" to citizens;
- **Objection** to Mayor Blake scolding the female advocate/speaker for Stradley Park, who expressed concern about serious restroom issues;
- **Objection** to Mr. Murphy being called non-factual after he made public comment by Mr. Whitten, and without opportunity to speak to Mr. Whitten's allegation of non-factual while he was at the podium;
- **Objection** to Council only having a balance of $928,343 to spend on their numerous priorities, and after city staff allocated the rest of the city funding to their preferred priorities;
- **Objection** to the non-specificity of what will be discussed at the upcoming May 26th workshop, and it being equally unsettling and precarious to attend, and with Mayor Blake's agenda to move forward with anything city staff wishes, and curtailing council input and deliberation;
- **Objection** to scarcity of budget and planning discussion at scheduled council meetings on budget topics, and pushing all updates to the "free for all" workshop format;
- **Objection** to assumed 3% increases in utilities, stormwater, and fire assessment;

Objection to an assumed 3% across the board staff increase of $652K just for this cycle, and potentially triggering a new millage to pay staff increases;

- **Objection** to "Enhanced Law Enforcement" priority, when Cocoa has the 3rd highest per capita police officers in Brevard (see attached);
- **Objection** to staff insistence that a millage is needed, after spending no observable effort averting the millage by increasing their fiscal stewardship;
    - Need back-up for health care increases - what is the 10% about?
- **Objection** to citizen priorities and suggestions submitted to council on March 8th and March 15th not being included in the presentation, and ***demonstrating through omission*** that citizen input is not considered in city planning;

Based on last week's workshop, I am concerned about the same items reoccurring at the May 26th Workshop, and the lack of relevant discussion on the noted topics occurring during scheduled city meetings. I suggest my feedback be considered by the city in the administration of City meetings, City workshops, the 2022 budget process, the 2022 strategic plan update, Parks planning, and Overall citizen inclusion.

If there is any information that could assist me in my objections, I welcome this being provided by any party. I request that these comments be added to the April 19th Council Workshop, as they expressly pertain to this workshop, and request that my comments be added as an eComment for tonight's April 26th meeting as a follow-up to the April 19th workshop.

Regards,

Kristin Lortie, Cocoa District 3 Resident that Cares About Effective, Transparent, and Participatory Local Governance

Legislation Details (With Text)

File #:	22-346	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	6/8/2022			**In control:**	City Council
On agenda:	7/12/2022			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of June 7, 2022, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	06-07-2022 Minutes ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 8, 2022
Agenda Date: July 12, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of June 7, 2022, as written or with amendments

BACKGROUND:

na

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of June 7, 2022, as written or with amendments

MINUTES
City of Cocoa
Regular Meeting of The City Council

June 7, 2022

A Regular City Council Meeting was held on Tuesday, June 7, 2022, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 3:00 p.m.

Councilmember Goins provided the invocation and Katie Ennis led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Rip Dyal	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember (attended via phone)
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager (attended via phone)
	Carie Shealy	City Clerk
ABSENT:	Lavander Hearn	Deputy Mayor

OTHER STAFF MEMBERS PRESENT:

Katie Ennis, Deputy/Acting Utilities Director; Tammy Gemmati, Administrative Services Director; Charlene Neuterman, Community Services Director; Evander Collier, Chief of Police; Rebecca Bowman, Finance Director; Jonathan Lamm, Fire Chief; Rob Beach, Chief Technology Officer; Bryant Smith, Public Works Director; Samantha Senger, Assistant to the City Manager/PIO; Angela Essing, Growth & Economic Development Director; and Erik Montgomery, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of June 7, 2022. (22-325)

2. Minutes: Regular Meeting of April 12, 2022 (22-315)

*** MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to approve the Agenda for the Regular meeting of June 7, 2022 as presented.**

AYES: Blake, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

*** MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to approve the Minutes for the Regular meeting of April 12, 2022 as written.**

AYES: Blake, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. Awards and Presentations:

None.

IV. Delegations:

None.

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Resolution Amending the FY2022 Budget, BAF#22-087-A and BAF#22-088-T, to accept insurance proceeds in the amount of $10,285 and permission to use those funds along with budget transfer of $19,715 from operational line items to purchase a 2012 Freightline MT45 from Cape Canaveral for use as a SWAT Van. (22-285). (Chief of Police)

2. Approve a Resolution Amending the FY22 Budget, BAF # 22-095-A in the amount of $40,000 to cover the Building Division services of a third party Building Official and Inspector through the end of the Fiscal Year. Approve Change Order #2 in the amount of $40,000 to PO # 78905. (22-296). (Community Services Director)

3. Approve a Resolution Amending the Fiscal Year 2022 Budget, BAF#22-093-A, in the amount of $24,000 for CitizenServe annual service/maintenance fees. (22-297). (Community Services Director)

4. Approve a Resolution Amending the FY22 Budget BAF # 22-089-T, by Transferring Funds from 421-4010-536.39-00 (Contingency) to 421-4120-536.46-00 (Repairs and Maintenance) to keep Accounts solvent due to Unexpected Increase in Fuel Costs and Equipment repairs. (22-298). (Utilities Director)

5. Council Approval to apply for Law Enforcement De-Escalation Grant in the amount of $250,000 for a period of two years beginning September 1, 2022. (22-335). (Police Chief)

(B) Multi-Year Contracts:

6. Approve a One Year Extension to the contract with Dunlap & Associates as financial advisors to the City of Cocoa. (22-162). (Finance Director)

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

AYES: Blake, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

VI. Public Hearings:

None.

VII. Council Business:

1. Approve the listed special events remaining in calendar year 2022 that are either gated and/or charge admission to enter and provide direction on bringing gated and/or events that charge admission to Council in the future. (22-255). (Asst. to the CM/PIO)

   Mayor Blake advised that this item included two different issues. He spoke about the ordinance and that staff has typically only brought street closures forward for approval, but in this agenda item were fourteen gated events that require Council's approval. The second issue is that staff is requesting direction from Council in regards to only bringing street closures forward for approval in the future or, to also bring gated events and/or events that charge admission for approval as well.

Ms. Senger explained the item in furtherance and mentioned that two of the events for approval have already happened, but the others have not. They are seeking approval from Council based on what the ordinance currently reads. In the past, these events have not been brought to Council, only those with street closures and she explained why street closures were different than the gated events.

Councilmember Goins clarified that with the current ordinance those gated events or street closures would come before Council. In response, Ms. Senger reiterated what the ordinance reads and that they have only been bringing street closures for approval not those events that are gated or charge admission. Staff is seeking approval for these events for the rest of the year and if Council wishes not to approve these events in the future they need to revise the ordinance.

City Manager Whitten advised that this was brought forward at his request because he has been approving events that he does not have the authority to approve and is uncomfortable doing that, when the ordinance states it is at the discretion of Council.

Attorney Garganese noted that this was in the existing Code and provided a brief history as to when this was established. He advised that these events typically require the closure of public property and Council should be the one to approve those events. It is a policy call however, which would require an ordinance change.

Mayor Blake reiterated the approvals that staff needed which is to approve the fourteen events and the second would be for Council to approve or leave those other events for the City Manager to approve.

Councilmember Dyal asked if there was a chance that additional events would be coming in addition to the fourteen being approved. In response, Ms. Senger stated yes but they would be brought back to Council.

Councilmember Koss supports keeping the policy as is because it is public property and being used for the good of the public. Council is representative of the public and should determine how the property is used.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve the Fourteen (14) special events remaining in Calendar Year 2022.**

AYES: Blake, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

Mayor Blake stated that he trusts staff and these events can be brought back to Council if needed. Council is still in control but it is shared powers.

Ms. Senger explained how the approval process works before it reaches the City Manager and further discussion was held on the processes.

City Attorney Gargenese pointed out that procedurally the City Manager has the authority to approve permits. It is only when an event holder is asking to close a public park that requires a final decision from Council. If the City Manager makes a decision and someone wants to appeal that decision, they can appeal the City Manager's decision to Council. There is a special process to close streets of which he explained in furtherance. He assured Council there are checks and balances.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to allow staff and the City Manager to approve future gated events at parks that fall under their prevue.**

City Attorney Garganese confirmed that if the motion passes that they will come back with an ordinance where the City Manager will have the initial prerogative to close a portion of a park that is being requested by a special events applicant.

AYES: Blake, Goins, Dyal

NAYES: Koss

THE MOTION CARRIED (3-1)

VIII. City Business:

None.

Multi-Year Contracts:

None**.**

IX. Informational Agenda:

None.

X. Reports:

Councilmember Goins mentioned that parking had been discussed at the Cocoa CRA meeting and he had to pull a person out of the five-acre parcel who had gotten stuck. He asked what the plans were for that property.

Mr. Smith assured him that they were looking at different strategies to stabilize the ground for the new parcels just purchased.

Councilmember Goins invited Council to the naming of the Rockledge Football Field, located at 960 Cogswell Street in Rockledge, on Saturday, June 11th at 10 a.m., as they are naming the field in honor of his father. He coached football for thirty-seven years.

Mayor Blake thanked Councilmember Goins for stepping in for the Javian Hawkins, Key to the City presentation.

Councilmember Dyal spoke about the Memorial Day event, stating it was a very nice event. He drove the antique fire truck in the parade.

He thanked citizens and staff for all that they do.

Councilmember Goins thanked Leisure Services for keeping everyone in line with all of the events. They are a lot of work. There were great speakers at the Memorial Day event and the crowd was enthused.

Mayor Blake agreed and it was a team effort.

In conclusion, Mayor Blake thanked Chief Collier and staff for providing an escort for a fallen comrade from West Melbourne. He further spoke about the Chief's walk in District 3, noting that was a great event as well.

He welcomed Scott Billue aboard and Matthews Hope Ministries. They were doing a soft opening today and people were already coming by and asking for assistance.

Mayor Blake acknowledged Ms. Johnnie Jenkins who turns 99 years old today. They were asking that ninety-nine cars show at up 5:15 p.m. at Zion Orthodox Primitive Baptist Church to honor her.

Lastly, he mentioned an event this Saturday, June 11th from 10 am until 2:00 p.m., for Recovery Awareness Day at the Central Florida Treatment Center in Cocoa, located at 7 N. Cocoa Blvd. The event is being held to bring awareness to the opioid crisis in Cocoa and Brevard County.

XI. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to adjourn the Regular meeting of June 7, 2022.**

AYES: Blake, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 3:29 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	22-360	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	6/20/2022			**In control:**	City Council
On agenda:	7/12/2022			**Final action:**	
Title:	Proclamation: Recognizing June 6-16, 2022 as the "28th Annual EFSC P.J. Wilson & Henry Scott Minority Youth Golf Camp". (Councilmember Koss)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	28th Annual Youth Golf Camp.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 22, 2022
Agenda Date: July 12, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Proclamation: Recognizing June 6-16, 2022 as the "28th Annual EFSC P.J. Wilson & Henry Scott Minority Youth Golf Camp".

BACKGROUND:

Since 1992, Brevard Community College (now Eastern Florida State College) has held an annual golf camp for children. This camp originated under former President Dr. Maxwell King with the assistance of Henry Scott and P.J. Wilson, who were two minority golf professionals in Brevard County.

This golf camp is designed to teach youth the basic skills of golf, including golf etiquette, conduct, sportsmanship, as well as values for successful living, and is open to all young people.

This year marked the 28th year of the golf program, which was held June 6-16, 2022, Monday through Thursday, from 9 a.m. until 11 a.m. There is no cost to children or their families for the two-week camp.

There were approximately 28 children in attendance at this years' camp, which was led by EFSC's Head Coach Jamie Howell, Lead Instructor Roosevelt Jackson, and Instructor Isaac Johnson. Volunteers helped each day and snacks and water were provided by Canteen Vending Company and Pepsi Beverage Company.

Lastly, on June 16th an award ceremony was held were each participant was awarded a Certificate of

Participation, and special medals were given for Sportsmanship, Most Improved, and Best Attitude. EFSC also awarded a two-year consecutive scholarship upon graduation from high school which will include tuition, fees, and books.

Councilmember Koss requested a Proclamation be done in honor of the 28th Annual Youth Golf Camp, as this is a great program that should be recognized and commended for all that it does for the youth of our community.

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

na

RECOMMENDED MOTION:

Proclamation: Recognizing June 6-16, 2022 as the "28th Annual EFSC P.J. Wilson & Henry Scott Minority Youth Golf Camp".

powered by Legistar™

PROCLAMATION

WHEREAS, *the Youth Golf Camp began in 1992 under the guidance of former Brevard Community College President Dr. Maxwell King; and*

WHEREAS*, Henry Scott and P.J. Wilson, two minority golf professionals in Brevard County, assisted Dr. Maxwell King with the camp from the beginning; and*

WHEREAS, *the camp is designed to teach youth the basic skills of golf, including golf etiquette, conduct, sportsmanship, builds self-esteem, and teaches values for successful living; and*

WHEREAS, *this camp is best known as the "Minority Golf Camp" because of its efforts to reach out to minorities, but has always been open to all young people; and*

WHEREAS, *this year, the camp had approximately 28 children and was led by EFSC's Head Coach Jamie Howell, Lead Instructor Roosevelt Jackson, and Instructor Isaac Johnson. Volunteers also helped each day and donations of snacks and water were provided by Canteen Vending Company and Pepsi Beverage Company; and*

WHEREAS, *each participate was awarded a Certificate of Participation and medals were given for Sportsmanship, Most Improved and Best Attitude; EFSC also awarded a 2-year consecutive scholarship upon graduation from high school which includes tuition, fees, and books; and*

WHEREAS, *this program is a great asset for the youth of the City of Cocoa and surrounding communities to participate in and will hopefully continue for many years to come.*

NOW, THEREFORE, *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim June 6-16, 2022 as the:*

"28th Annual Eastern Florida State College
P.J. Wilson & Henry Scott Minority Youth Golf Camp"

CITY OF COCOA CORPORATE SEAL FLORIDA

WHEREFORE, *I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 12th day of July, 2022.*

Michael C Blake

Mayor

ATTEST:

Carie Shallop

City Clerk

Legislation Details (With Text)

File #:	22-384	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	6/28/2022			**In control:**	City Council
On agenda:	7/12/2022			**Final action:**	
Title:	Recognition of the Cocoa High School Tigers 4x100 Relay Track Team. (Councilmember Goins)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Track Team Certificates.pdf Cocoa Tigers Article (Space Coast Daily).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 28, 2022
Agenda Date: July 12, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Recognition of the Cocoa High School Tigers 4x100 Relay Track Team.

BACKGROUND:

Councilmember Goins requested that this item be placed on this agenda to recognize the following four (4) members of the Cocoa High School Girls 4x100 relay team, who recently finished as the third -fastest team in the nation at the New Balance Outdoor Nationals in Pennsylvania. They finished with a time of 46.41. The team is led by Coach James Folston. Team members are:

Angel Parham
Trinity Parham
Liana Tyson
Shaunteria Thomas

STRATEGIC PLAN CONNECTION:

n/a

BUDGETARY IMPACT:

n/a

PREVIOUS ACTION:

n/a

RECOMMENDED MOTION:

n/a

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CERTIFICATE OF RECOGNITION

PRESENTED TO

Angel Parham

In Recognition of your Dedication and Hard Work on the Cocoa Tigers Girl's 4x100 Relay Team and for finishing as the Third Fastest Team in the Nation at the New Balance Outdoor Nationals

City of Cocoa CORPORATE SEAL FLORIDA

Presented this 12th day of July, 2022
by the Mayor and City Council of the City of Cocoa

Michael C. Blake, Mayor

CERTIFICATE OF RECOGNITION

PRESENTED TO

Trinity Parham

In Recognition of your Dedication and Hard Work on the Cocoa Tigers Girl's 4x100 Relay Team and for finishing as the Third Fastest Team in the Nation at the New Balance Outdoor Nationals

Presented this 12th day of July, 2022
by the Mayor and City Council of the City of Cocoa

Michael C. Blake, Mayor

CERTIFICATE OF RECOGNITION

PRESENTED TO

Liana Tyson

In Recognition of your Dedication and Hard Work on the Cocoa Tigers Girl's 4x100 Relay Team and for finishing as the Third Fastest Team in the Nation at the New Balance Outdoor Nationals

Presented this 12th day of July, 2022
by the Mayor and City Council of the City of Cocoa

Michael C. Blake, Mayor

CERTIFICATE OF RECOGNITION

PRESENTED TO

Shaunteria Thomas

In Recognition of your Dedication and Hard Work on the Cocoa Tigers Girl's 4x100 Relay Team and for finishing as the Third Fastest Team in the Nation at the New Balance Outdoor Nationals

Presented this 12th day of July, 2022
by the Mayor and City Council of the City of Cocoa

Michael C. Blake, Mayor

Cocoa Tigers Girl's Relay Team Finishes Among Fastest in Nation at New Balance Outdoor Nationals

*By **Space Coast Daily** // June 20, 2022*

FINISHED WITH A TIME OF 46.41



*The Cocoa Tigers girl's 4×100 relay track team finished as the third-fastest team in the nation after concluding their trip to the New Balance Outdoor Nationals in Pennsylvania. Led by **Space Coast Sports Hall of Famer Coach James Folston**, the team of Angel Parham, Trinity Parham and Liana Tyson, anchored by Shaunteria Thomas finished with a time of 46.41. (@Cocoa_Track Twitter image)*

BREVARD COUNTY • COCOA, FLORIDA – The Cocoa Tigers girl's 4×100 relay track team finished as the third-fastest team in the nation after concluding their trip to the New Balance Outdoor Nationals in Pennsylvania.

Led by **Space Coast Sports Hall of Famer Coach James Folston**, the team of Angel Parham, Trinity Parham and Liana Tyson, anchored by Shaunteria Thomas finished with a time of 46.41.

The Tigers relay team has been on a tear this season, adding this to their remarkable season after winning the FHSAA Class 2A 4x100m State Championship back in May.



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Legislation Details (With Text)

File #:	22-167	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	3/21/2022			**In control:**	City Council
On agenda:	7/12/2022			**Final action:**	
Title:	Authorize the Mayor to execute the First Amendment to Telecommunications Tower Collocation Consent and Lease Agreement between SprintCom, LLC (Sprint) and the City of Cocoa. (Chief Technology Officer)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Telecommunications Tower Collocation Consent and Lease Agreement 03.14.2004.pdf First Amendment to Telecommunications Tower Collocation Consent and Lease Agreement				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 28, 2022
Agenda Date: July 12, 2022
Prepared By: Robert Beach, Chief Technology Officer
Requested Action:
Authorize the Mayor to execute the First Amendment to Telecommunications Tower Collocation Consent and Lease Agreement between SprintCom, LLC (Sprint) and the City of Cocoa.

BACKGROUND:

Primeco Personal Communications, L.P., a Delaware Limited Partnership, d/b/a Verizon Wireless ("Verizon") owns and operates a 150' tall telecommunications tower on the City's property located at 2003 Michigan Avenue (old Fire Station 3). The City has a current lease agreement with Verizon and was approached by Sprint to extend their current ground lease agreement to collocate telecommunications equipment on the tower and on the ground at this location.

The lease agreement between the City and Sprint would be for a portion of the City's property located at 2003 Michigan Avenue as depicted in "Exhibit B" of the lease agreement (same footprint as previous lease with Sprint). The original lease agreement between the City and Sprint expired on September 13, 2019 and Sprint has continued to occupy the leased parcel and the agreement continued in full force for additional annual terms pursuant to Section 33.0 of the original agreement. The current term of the Agreement is scheduled to expire on September 13, 2022 but the parties agree to extend the term through September 30, 2022 with the new lease agreement beginning October 1, 2022.

The new lease term shall consist of five (5) years starting on the first day of the new renewal term

commencing on October 1, 2022 with Sprint paying an annual rent of Thirty Thousand Six Hundred Sixteen and No/100 Dollars ($30,616.00). Thereafter, the annual rent will increase each year by three percent (3%) of the previous year's rent. This lease automatically extends at the end of the initial five (5) year term for an additional five (5) renewal terms consisting of five (5) years each unless Sprint provides the City sixty (60) days' advanced written notice of its desire not to renew prior to the commencement of a new renewal term, the City terminates the agreement pursuant to paragraph 23 of the agreement, Sprint is in breach of this agreement, or Sprint is in breach of the sublease agreement with Verizon.

This new lease represents a substantial increase in revenue to the City in comparison to the previous lease. Where the previous lease provided for a 5% rent increase every renewal term (every 5 years), the new lease provides a rent increase of 3% each year for the duration of the lease. Upon completion of the initial lease term and the five (5) renewal terms of this new lease (if not terminated or a new lease is negotiated), the lease will transition into a year-to-year agreement with a 15% rent increase each year.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

The revenue will be budgeted and submitted for City Council Approval, with the adoption of each year's Annual Budget.

PREVIOUS ACTION:

The City of Cocoa entered into Telecommunications Tower Collocation Consent and Lease Agreement with SprintCom, Inc. on September 14, 2004.

RECOMMENDED MOTION:

Authorize the Mayor to execute the First Amendment to Telecommunications Tower Collocation Consent and Lease Agreement between SprintCom, LLC (Sprint) and the City of Cocoa.

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TELECOMMUNICATIONS TOWER
COLLOCATION CONSENT AND LEASE AGREEMENT

THIS AGREEMENT is by and between the City of Cocoa, Florida, a municipal corporation ("City"), and Sprintcom, Inc., a Kansas Corporation, d/b/a Sprint PCS ("Sprint").

Whereas, City is the owner of real property located at 2003 Michigan Avenue, Cocoa, Florida, which is legally described on **Exhibit "A"** ("City Property"). A copy of **Exhibit "A"** is attached hereto and fully incorporated herein by this reference; and

Whereas, City entered into that certain Option and Lease Agreement, dated August 18, 2000 ("Site Agreement") with Primeco Personal Communications, L.P., a Delaware Limited Partnership, d/b/a Verizon Wireless ("Verizon"); and

Whereas, Verizon constructed a one hundred fifty foot (150') free standing communications monopole which is designed with spaces to collocate the antennas of three (3) commercial mobile radio service operators ("Tower"); and

Whereas, Sprint desires to collocate on the Tower and lease a portion of the City Property from City for purposes of operating and maintaining communication equipment and related facilities; and

Whereas, City desires to consent to the collocation of Sprint's communication facilities on the Tower and the lease of a portion of City's Property, under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby agree as follows:

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

2.0 **Consent to Collocation and Lease.** The City hereby consents to Sprint collocating their communications and related facilities on the Tower. In furtherance of consenting to the collocation, the City also agrees to lease Sprint for its use of a portion of the City Property ("Leased Parcel"). The Leased Parcel is graphically depicted on **Exhibit "B,"** which is attached hereto and incorporated herein by this reference. Subsequent to the construction of any facilities on the Leased Parcel Sprint shall have the Leased Parcel surveyed, an "as-built" drawing with legal description shall be prepared identifying the location of all facilities, fences, and related appurtenances, upon acceptance by the City, the "as-built" drawing and legal description shall then become **Exhibit "B."** The use of the Leased Parcel shall be limited to operating and maintaining communications equipment and related facilities in order to effectuate the collocation. City also consents to Sprint's

use of the non-exclusive utility easements and non-exclusive ingress and egress easement to the Lease Property described in the Site Agreement with Verizon. The easements were granted to Verizon by the City and are legally described under the Site Agreement. The easement legal descriptions are attached hereto as **Exhibit "C"** and incorporated herein by this reference Sprint agrees to fully comply with the terms and conditions of the aforementioned easements and further agrees that Sprint shall not in anyway overburden the easements or interfere with the City's and any other authorized user's right to use the easements.

2.1 **Use of Lease Parcel**. Except as provided in this paragraph, all other uses of the Leased Parcel by Sprint are prohibited.

Sprint shall use the Leased Parcel for the purpose of constructing, maintaining and operating a wireless telecommunications facility and uses incidental thereto, consisting of an equipment pad/shelter not to exceed twenty (20) feet by twenty (20) feet for cabinets or a building necessary to house or shelter telecommunications. Sprints antenna shall be located one hundred forty feet (140') above ground level ("AGL"), and all necessary connecting appurtenances ("Communication Facility"). Sprint may at its discretion modify its antenna structure or building(s) consistent with the Communications Facility allowed under this paragraph. A security fence consisting of a black or green vinyl coated chain link construction, or similar but comparable construction may at the option of the Lessee, be place around the perimeter of the Leased Parcel. Sprint shall provide and maintain landscaping on the outside the security fence, where the fence faces adjoining residential property. The City approved landscaping shall be in the form of a continuance drought resistant hedge. All improvements shall be at Sprint's sole expense. Upon prior written approval of City, Sprint may temporarily use adjoining and adjacent land under City's control as is reasonably required during construction, installation, maintenance, and operation of the Communications Facility. At all times, Sprint will maintain the Leased Parcel in a good, safe and reasonable condition. It is understood and agreed that Sprint's ability to use the Leased Parcel is contingent upon its obtaining after execution date of this Lease Agreement, of all the certificates, permits and other approvals that may be required by any federal, state or local authorities. City will cooperate with Sprint in its effort to obtain such approvals.

2.2 **Peaceful Enjoyment.** City covenants that Sprint, on paying the rent and performing the covenants contained in this Agreement shall peaceably and quietly have, hold and enjoy the Leased Parcel.

3.0 **Term.** The City acknowledges and agrees that Sprint shall have the right to lease the Leased Parcel and collocate on the Tower for an initial term of five (5) years with two (2) renewal term(s) of five (5) years. This Agreement shall automatically renew unless: (i) Sprint has provided the City written notice of its desire not to renew prior to the renewal; (ii) the City has terminated this Agreement pursuant to paragraph 23 of this Agreement; (iii) Sprint is in breach of this Agreement, in which case, this Agreement may only be renewed if the City agrees to the renewal in writing and Sprint cures the breach; or (iv)Sprint is in breach of the Sublease Agreement with Verizon, in which case, the Agreement may only be renewed if the City and Verizon agree to the renewal in writing and

Sprint cures the breach.

4.0 **Termination of Verizon Site Agreement.** If the Site Agreement is terminated by Verizon or City and Sprint desires to continue occupying and possessing the Leased Parcel and Tower space, Sprint agrees to adopt and enter into the non-exclusive utility easements and non-exclusive ingress and egress easements provided through the Site Agreement with Verizon.

5.0 **No Assignment.** This Agreement shall not be assigned or transferred, unless the assignment is consented to in writing by the City, which shall not be unreasonably withheld.

6.0 **Third Party Rights.** This Agreement is not a third party beneficiary contract and shall not in any respect whatsoever create any rights on behalf of any party not expressly a party to this Agreement.

7.0 **Further Assurances.** From and after the execution of this Agreement, each of the parties hereto shall fully cooperate with each other and perform any further act(s) and execute and deliver any further documents which may be necessary or desirable in order to carry out the purposes and intentions of this Agreement.

8.0 **Severability.** If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect, unless the absence of the invalid, void or unenforceable provision or provisions causes this Agreement to fail in its essential purposes.

9.0 **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties further agree that in any dispute between them relating to this Agreement, exclusive jurisdiction shall be in the state circuit courts located in Seminole County, Florida, and in the federal district court in Orlando, Florida, any objections as to jurisdiction or venue in such courts being expressly waived.

10.0 **Attorney's Fees.** In the event any litigation or controversy arises out of or in connection with this Agreement between the parties hereto, the prevailing party in such litigation or controversy shall be entitled to recover from the other party or parties all reasonable attorney's fees and paralegal fees, expenses and suit costs, including those associated with any appellate or post-judgment collection proceedings.

11.0 **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

12.0 **Notices.** Any notice, request, instruction, or other document to be given as part of this Agreement shall be in writing and shall be deemed given under the following circumstances: when delivered in person; or three (3) business days after being deposited in the United States Mail,

postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein):

To City of Cocoa: City Manager
603 Brevard Avenue
Cocoa, Florida 32922
PH: (321) 639-7550
FAX: (321) 639-7575

To Sprint: Sprint National Lease Management
6391 Sprint Parkway
Mailstop: KSOPHT0101-Z2650
Overland Park, KS 66251-2650
PH: (800) 357 - 7641
FAX: (913) 227 - 5034

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

14.0 **Public Record**. It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the Sprint related to this Agreement, may be deemed to be a Public Record whether in the possession or control of the City or Sprint. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of Sprint is subject to the provisions of Chapter 119, *Florida Statutes*, and may not be destroyed without the specific written approval of the City. Upon request by the City, Sprint 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 during normal business hours of Sprint be open and freely exhibited to the City for the purpose of examination and/or audit.

15.0 **Interpretation**. The City and Sprint have participated in the drafting of all parts of this Agreement. As a result, it is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as the drafter.

16.0 **Independent Contractor.** Sprint shall be considered an independent contractor under this Agreement.

17.0 **Entire Agreement**. This Agreement represents the entire and integrated Agreement

between the parties and supersedes all prior negotiations, representations, or Agreements, either oral or written, and all such matters shall be deemed merged into this Agreement.

18.0 **Sovereign Immunity**. 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.

19.0 **General Liability Insurance**. Sprint shall purchase and maintain, at its own expense, such general liability insurance and automobile liability insurance to cover claims for damages because of bodily injury or death of any person or property damage arising in any way out of Sprint's use of the Leased Parcel, Tower, or utility and ingress and egress easements. The insurance shall have minimum limits of coverage of $1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage. This shall include, but not be limited to, automobile liability of owned vehicles, hired and non-owned vehicles, and employee non-ownership. All insurance coverage shall be with insurer(s) approved by the City Manager and licensed by the State of Florida to engage in the business of writing of insurance. The City shall be named on the foregoing insurance policies as "additional insured." Sprint shall cause its insurance carriers to furnish insurance certificates and endorsements specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days prior written notice to the City in compliance with other provisions of this Agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by Sprint in accordance with this paragraph on the basis of its not complying with the Agreement, the City shall notify Sprint in writing thereof within thirty (30) days of the date of delivery of such certificates and endorsements to the City. The City, at its discretion, reserves the right to require Sprint to obtain reasonable increases in the insurance coverage set forth in this paragraph. Sprint shall continuously maintain such insurance during the term of this Agreement in the amounts, type, and quality as required by this paragraph.

20.0 **Indemnification and Hold Harmless**. Sprint shall indemnify and hold harmless the City and its employees, officers, attorneys, agents, and contractors from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability to the person or property (including reasonable attorney's fees through any and all administrative, trial, post judgment and appellate proceedings), directly or indirectly arising from the negligent acts, errors, omissions, intentional or otherwise, arising out of or resulting from Sprint's and its employee's, agent's, and contractor's use and occupancy of the Leased Parcel, Tower, and utility and ingress and egress easements. This indemnification shall survive the expiration or termination of this Agreement.

The indemnification provided above shall obligate Sprint to defend at its own expense or to provide for such defense, at the sole 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, officers, and attorneys which may result from Sprint's and its employee's, agent's, and contractor's use and occupancy of the Leased Parcel, Tower, and utility and ingress and egress

easements. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are reasonable.

22.0 **Standard of Care**. In using the Leased Parcel, Tower, and utility and ingress and egress easements, Sprint shall use that degree of care and skill ordinarily exercised, under similar circumstances by reputable members of its profession practicing in the same or similar locality.

23.0 **Termination**. If Sprint defaults in fulfilling any of the covenants of this Agreement and such default shall continue for sixty (60) days after Sprint's receipt of written notice from the City specifying the nature of said default, or, if the said default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within such sixty (60) days and Sprint shall not in good faith commence the curing or remedying of such default within such sixty (60) days and shall not thereafter diligently proceed therewith to completion, then in any one or more of such events this Agreement shall terminate and come to an end as fully and completely satisfied and Sprint shall then quit and surrender the Leased Parcel and the right to use the utility and ingress and egress easements as provided herein and remove its communications equipment and related facilities as set forth in paragraph 34.0

24.0 **Sprint's Signatory**. The undersigned person executing this Agreement on behalf of Sprint hereby represents and warrants that he/she has the full authority to sign the Agreement on behalf of Sprint and to fully bind Sprint to the terms and conditions set forth in this Agreement.

25.0 **Not Recordable.** The parties understand and agree that neither this Agreement nor any sublease shall be recorded in the public records.

26.0 **Hazardous Materials.** Sprint represents and warrants that its use of the Leased Parcel, Tower, and the utility and ingress and egress easements will not generate any hazardous substance and that it will not in violation of any applicable law or regulation, store or dispose on or near the Leased Parcel, Tower and the utility and ingress and egress easements, any hazardous substance. Sprint shall indemnify and hold harmless the City and its employees, officers, attorneys, agents, and contractors from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability to the person or property (including reasonable attorney's fees through any and all administrative, trial, post judgment and appellate proceedings), directly or indirectly arising from the generation, storage, disposal, transportation or use of Hazardous Materials by Sprint and its employees, agents, and contractors on the Leased Parcel, Tower and the utility and ingress and egress easements. For purposes of this Agreement, Hazardous Materials shall mean gasoline, petroleum and other petroleum by products, asbestos, explosives, PCBs, radioactive material or any "hazardous" or "toxic" material, substance, or waste which is defined by those or similar terms or is regulated as such under any statute, law, ordinance, rule or regulation of any governmental authority having jurisdiction over the Leased Parcel, Tower or utility and ingress and egress easements or any portion thereof or its use, including any material, substance or waste which is defined as: (i) a "hazardous substance" under the Water Pollution Control Act (33 U.S.C Section

1301 et seq., as amended); (ii) "hazardous waste" under the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq., as amended); (iii) a "hazardous substance" or "hazardous waste" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended or any other superfund law); (iv) a "hazardous chemical" under 29 C.F.R. Part 1910; or (v) a "pollutant" or "contaminant" under 42 U.S.C. Section 9601. This indemnification shall survive the expiration or termination of this Agreement.

27.0 **Liens.** Sprint shall keep the Leased Parcel and utility and ingress and egress easements free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by or on behalf of Sprint. Sprint shall also hold the City harmless against any such liens and shall take immediate action to remove any such lien should one be filed against any property owned by the City as a result of work performed or as a result of under this Agreement for or on behalf of Sprint.

28.0 **Condemnation.** If the whole of the Leased Parcel or utility and ingress and egress easements, or such portion thereof as will make said parcel unusable for the purposes herein Leased, are condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between Sprint and City as of that date.

29.0 **Damage or Destruction.** Notwithstanding any other provision of this Agreement, Sprint shall bear the risk of loss or damage to its communications equipment and personal property on the Leased Parcel, Tower, and utility and ingress and egress easements, except to the extent such loss or damage is caused by the negligence or willful misconduct of the City. Under no

circumstances under this Agreement will the City be liable to Sprint for economic loss, lost profits, loss of business, loss of market share, or any other incidental, punitive, special, or consequential damages of any nature whatsoever even if informed of the possibility of such damages.

30.0 **Maintenance.** Sprint shall be solely responsible for maintaining its communications equipment and personal property in a safe and good condition, working order, and repair. Sprint shall be solely responsible for promptly repairing damage to its communications equipment and personal property. Sprint shall keep the Leased Parcel, Tower and utility and ingress and egress easements free of debris and anything dangerous, noxious, or offensive in nature which would crease a hazard or undue vibration, heat, or noise.

31.0 **Utilities.** Sprint shall provide for its own utilities and shall be responsible for paying such utilities.

32.0 **Taxes.** Sprint shall pay any and all taxes and assessments levied upon Sprint's communications equipment and personal property used or kept on the Leased Parcel, Tower, or utilities and ingress and egress easements.

33.0 **Rent.** Sprint acknowledges and agrees that Sprint shall pay City, for the initial term of five (5) years, an annual rental of twenty-four thousand and no/100ths dollars ($24,000.00), to be paid for the first lease year on the effective date of this Agreement. All subsequent rental payments shall be due and payable in advance on each anniversary from the effective date of this Agreement. Rental payments shall be made payable to the City of Cocoa or to such other person, firm or place as the City may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment. If Sprint fails to pay the rental proceeds within twenty (20) days of when due, Sprint shall pay a late fee to City in the amount of five percent (5%) of the delinquent payment. Should Sprint fail to make the rent payments under the sublease, the City shall have the right to immediately terminate this Agreement and in such case Sprint shall also immediately remove its communications and related facilities from the Leased Property and utility and ingress and egress easements.

The annual rental for the first (1st) five (5) year extension term shall be increased to twenty-four thousand seven hundred and twenty& NO/100ths dollars ($24,720.00), for each lease year; the second (2nd) five (5) year extension term shall be increased to twenty-five thousand four hundred and sixty-two ($25,462.00), for each lease year.

If at the end of the second (2nd) five (5) year extension term this Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement will continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate, with or without cause, at least six (6) months prior to the end of such term. Annual rental for this period shall be equal to the rent required to be paid for the last year of the second (2nd) five (5) year extension term, plus fifteen percent (15%) of that rental amount, per annum, per additional one (1) year term, plus be made pursuant to paragraph 3.0 of this Agreement.

34.0 **Removal of Equipment.** Upon termination of this Agreement, Sprint shall, within sixty (60) days, remove all of its communications equipment and related facilities from the Leased Parcel and utility and ingress and egress easements and restore said property to its original above grade condition. If such time for removal causes Sprint to remain on the Leased Parcel after termination of this Agreement, Sprint shall pay rent to the City in the amount of four thousand and no/100ths ($4,000.00) per month until such time as the removal of the communications equipment and related facilities are completed. Upon termination of this Agreement and removal of Sprint's communication equipment and related facilities shall be released of any liability occurring on the Leased Property and utility and ingress and egress easements after such termination and removal.

35.0 **Modification**. Modifications of this Agreement shall only be made in writing signed by both parties.

36.0 **Compliance with Laws.** Sprint shall comply with all local, state, and federal laws and regulations regarding the construction, placement, maintenance and use of Sprint's communications equipment and related facilities.

37.0 **Signs**. Sprint shall not place any sign(s) on the Leased Property, Tower or utility and ingress and egress easements.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

CITY OF COCOA

ATTEST:

Joan Clark

Joan Clark, City Clerk

Judy J. Parrish

By: Judy J. Parrish
Print Name
Title: Mayor
Date: 9/14/04

SPRINTCOM, INC., a Kansas corporation

Witness: Karen S. Thomas
Karen S. Thomas
Print Name

Witness: Angie Cinroy
Angie Cinroy
Print Name

By: _____
Print Name **Brian C. Kooyman**
Title: **Manager, Outsourcing**
Date: 7/16/04
6550 Sprint Parkway
Overland Park, KS 66251

EXHIBIT "A"

The land is a site located at 2003 Michigan Avenue, situated in the City of Cocoa, County of Brevard County, State of Florida commonly described and/or depicted as follows:

PARENT TRACT

A portion of Section 19, Township 24 South, Range 36 East, being more particularly described in Official Records Book 1565, Page 246 of the Public Records of Brevard County, Florida.

20.00 FEET X 20.00 FEET LEASE AREA

lying within the following described leased area:

25.00 FEET X 50.00 FEET LEASE AREA

lying within the following described parent tract:

A portion of Section 19, Township 24 South, Range 36 East, being more particularly described in Official Records Book 1565, Page 246 of the Public Records of Brevard County, Florida.

being more particularly described as follows:

Begin at a ½" iron rod (#4596), being the Northeast corner of a 25.00 feet x 50.00 feet area, said Point of Beginning further referenced as follows:

1. The Southwest corner of an existing head wall lies N 89 32' 18" W, 92.06 feet from said Point of Beginning.

2. A 2" iron pipe, located at the monumented Northeast corner of Lot 1, Block 7, COLLEGE GREEN ESTATES, UNIT 1, as recorded in Plat Book 19, Page 166 of the Public Records of Brevard County, Florida, coincident with the Southerly right of way line of Michigan Avenue (a 100 feet right of way) lies N 05 29'41" E, 247.27 feet from said Point of Beginning.

3. The Southwesterly corner of an existing fire station lies N 06 33'30" E, 135.25 feet from said Point of Beginning.

Thence, leaving said Northeast corner and said Point of Beginning, run S 09 13'19" E. 25.00 feet to ½" iron rod (#4596); Thence run S 80 46'41" E, 50.00 feet to the Point of Beginning. Containing 1,250 square feet 0.03 acres more or less.

ADDENDUM 2

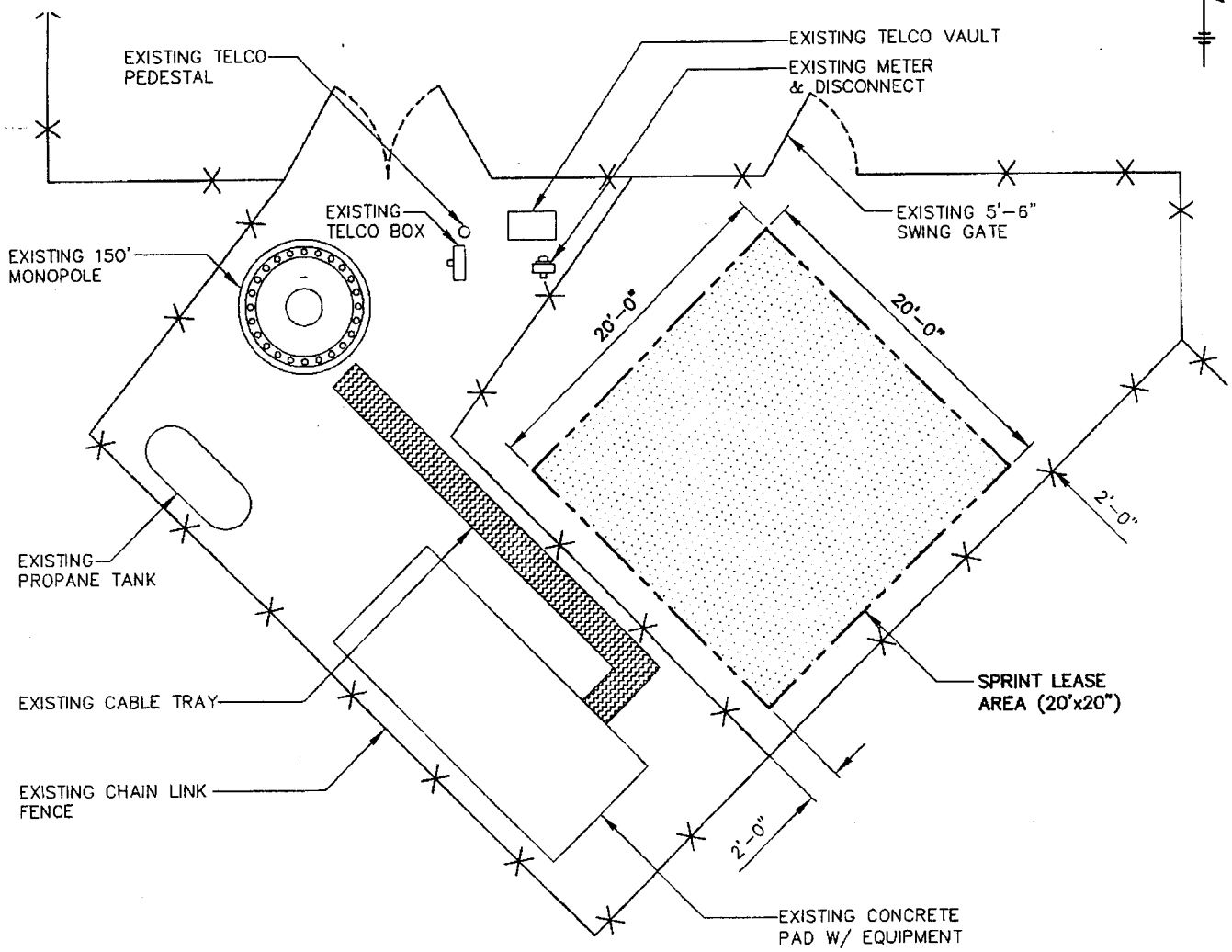
NOTES:

1. SPRINT AND OWNER AGREE TO MODIFY LEASE PARCEL SIZE AND CONFIGURATION IF REQUIRED TO OBTAIN NECESSARY ZONING APPROVALS.

2. LEASED AREA SHALL INCLUDE 24 HOUR, 7 DAY ACCESS FROM PUBLIC PROPERTY TO EQUIPMENT AND ANTENNAS.

3. LEASED PREMISES SHALL INCLUDE SUITABLE AREA WITHIN LANDLORD'S SPACE FOR ROUTING OF CABLE AND UTILITIES BETWEEN THE EQUIPMENT AREA, MOUNTED ANTENNAS, AND UTILITY SERVICE ENTRANCE LOCATIONS FOR THE NECESSARY CONNECTION OF EACH.

4. THE OWNER AND SPRINT HEREBY AGREE TO THE GENERAL LEASE AREA LOCATION SPECIFIED ON THIS LEASE EXHIBIT. THE EXACT LOCATIONS OF BASE STATION EQUIPMENT, CABLES, UTILITIES, AND ANTENNAS ARE SUBJECT TO FINAL ENGINEERING DESIGN AND ULTIMATELY THE LEASEABLE AREA MAY BE MODIFIED TO REFLECT THE FINAL ENGINEERING DESIGN.



1"=10' (10 5 0 10)

LEASE PLAN

LE-1

DWG 1 OF 2

NOTE: OWNER AND SPRINT MAY, AT SPRINT'S OPTION, REPLACE THIS EXHIBIT WITH AN EXHIBIT SETTING FORTH THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE SITE IS LOCATED AND/OR AN AS-BUILT DRAWING DEPICTING THE SITE.

OWNER INITIALS:	DATE:
SPRINT INITIALS:	DATE:

REV.	DATE	DESCRIPTION
A	10/6/03	ISSUED FOR REVIEW

TAX MAP NO.: 24-36-19-00-00001.0-0000.00
ZONING CLASS: RU-17
JURISDICTION: CITY OF COCOA
OWNERS NAME: VERIZON

Sprint

ALCOA

ALCOA Wireless Services, Inc.
485 N KELLER RD., SUITE 150
MAITLAND, FLORIDA 32751
Office (407) 661-1765
Fax (407) 661-1766

APPROX. SCALE: 1" = 10'

DATE: 10/6/03

LEASE EXHIBIT PLAN

SITE I.D. OR60XC400A

SITE ADDRESS: (VERIZON 82518)
2003 MICHIGAN AVE.
COCOA, FL 32926

EXHIBIT B

tabbies

EXHIBIT "C"

20.00 FEET WIDE INGRESS/EGRESS AND UTILITY EASEMENT

lying within the following described parent tract:

A portion of Section 19, Township 24 South, Range 36 East, being more particularly described in Official Records Book 1565, Page 246 of the Public Records of Brevard County, Florida

Lying 10.00 feet on both sides of the following described centerline:

Commence at a ½" iron rod (#4596), being the Northeast corner of a 25.00 feet x 50.00 feet area, said Point of Commencement is further referenced as follows:

1. The Southwest corner of an existing head wall lies N 89°32'18" W, 92.06 feet from said Point of Commencement.

2. A 2" iron pipe, located at the monumented Northeast corner of Lot 1, Block 7, COLLEGE GREEN ESTATES, UNIT 1, as recorded in Plat Book 19, Page 166 of the Public Records of Brevard County, Florida, coincident with the Southerly right of way line of Michigan Avenue (a 100 feet right of way) lies N 05°29'41" E, 247.27 feet from said Point of Commencement.

3. The Southwesterly corner of an existing fire station lies N 06°33'30" E, 135.25 feet from said Point of Commencement.

Thence, leaving said Northeast corner and said Point of Commencement, run S 09°13'19" W, 25.00 feet to a ½" iron rod (#4596); Thence run N 80°46'41" W, 50.00 feet to a ½" iron rod (#4596); Thence run N 09°13'19" E, 12.50 feet to the Point of Beginning; Thence run N 49°16'27" W, 19.19 feet; Thence run N 01°49'06" E, 19.25 feet; Thence run N 57°26'05" E, 67.98 feet; Thence run N 86°05'59" E, 89.25 feet; Thence run N 48°22'36" E, 39.55 feet; Thence run N 10°39'13" E, 129.57 feet to the Southerly right of way line of Michigan Avenue and the Point of Termination. The sidelines of said easement are to be shortened or prolonged to meet at angle points and project boundaries

Site Name: Verizon 82518 **Site ID #: OR60XC400-A**

FIRST AMENDMENT TO TELECOMMUNICATIONS TOWER COLLOCATION CONSENT AND LEASE AGREEMENT

This First Amendment to Telecommunications Tower Collocation Consent and Lease Agreement (this "**First Amendment**"), effective as of the date last signed below ("**Effective Date**"), amends a certain Telecommunications Tower Collocation Consent and Lease Agreement dated September 14, 2004, and is between SprintCom LLC (SprintCom, Inc. converted to SprintCom LLC in Kansas effective 12/31/2021) ("**Sprint**"), and City of Cocoa, Florida, a municipal corporation ("**City**") (the "**Agreement**").

BACKGROUND

WHEREAS, in the Agreement, the City consented to Sprint collocating their communications equipment and related facilities on the 150-foot Tower constructed by Verizon on the City Property, legally described in Exhibit A as depicted and accepted by the City in Exhibit B of the Agreement (including the "as-built" drawings identifying such communications equipment and related facilities) and further leased ground space legally described and depicted in Exhibit A and Exhibit B of the Agreement; and

WHEREAS, the Agreement was scheduled to expire on September 13, 2019, but Sprint has continued to occupy the Leased Parcel and the Agreement continued in full force for additional annual terms pursuant to Section 33.0 of the Agreement; and

WHEREAS, Sprint and the City desire to renew the Agreement; and

WHEREAS, Sprint and City desire to modify certain provisions of the Agreement as provided below.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, City and Sprint agree as follows:

1. **Term**. Section 3.0 of the Agreement is amended by adding the following:

"The current term of the Agreement is scheduled to expire on September 13, 2022 but the parties agree to extend the current term through September 30, 2022. Notwithstanding anything to the contrary in the Agreement, this First Amendment shall become effective immediately upon the date last signed below. Further, commencing on **October 1, 2022**, the term of the Agreement is automatically extended for five (5) additional renewal terms of sixty (60) months each (each a "New Renewal Term") unless: (i) Sprint has provided the City 60 days' advanced written notice of its desire not to renew prior to the commencement of a New Renewal Term; (ii) the City has terminated this Agreement pursuant to paragraph 23 of the Agreement; (iii) Sprint is in breach of this Agreement, in which case, this Agreement may only be renewed if the City agrees to the renewal in writing and Sprint cures breach; or (iv) Sprint is in breach of the Sublease Agreement with Verizon, in which case, the Agreement may only be renewed if the City and Verizon agree to the renewal in writing and Sprint cures the breach.

2. **Modification to Rent.** The third paragraph of Section 33.0 of the Agreement is hereby amended by adding the following:

"Rent for the period of September 14, 2021 through September 30, 2022 has already been paid upon the Effective Date of this First Amendment. Starting on the first day of the New Renewal Term commencing on October 1, 2022, Sprint will pay annual rent of Thirty Thousand Six Hundred Sixteen and No/100 Dollars ($30,616.00)."

Thereafter, the annual rent will increase each year by three percent (3%) of the previous year's rent. If at the end of the fifth New Renewal Term, this Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement will continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter, until terminated by either party by giving to the other written notice of its intention to so terminate, with or without cause, at least six (6) months prior to the end of such term. Annual rental for this period shall be equal to the rent required to be paid for the last year of the fifth New Renewal Term, plus fifteen percent (15%) of that rental amount, per annum, per additional one (1) year term, plus be made pursuant to paragraph 3.0 of this Agreement.

Sprint's obligation to pay annual rental is contingent upon Sprint's receipt of an IRS-approved W-9 form setting forth the tax identification number of City or of the person or entity to whom payment is to be made payable as directed in writing by City. City may obtain electronic payment enrollment forms by contacting Landlord solutions at 800-357-7641 or by submitting a ticket for direct deposit via the landlord portal at https://landlordsolutions.sprint.com/.

3. **Termination.** Section 23.0 of the Agreement is amended by adding the following:

Sprint may terminate this Agreement upon twelve (12) months written notice to City only (i) if Sprint is unable to occupy and utilize the Communication Facility due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; (ii) if Sprint determines that the Leased Parcel is not appropriate for its operations for technological reasons, such as signal interference, upon provision of reasonably appropriate documentation evidencing the technological reason to the City in writing; or (iii) if the Tower becomes unsuitable for collocation as a result of the Tower becoming structurally unsound as reasonably determined by the City's Building Official. In addition, Sprint may terminate this Agreement in the event the Site Agreement (as defined in the Agreement) or Sprint's Sublease Agreement with Verizon, more specifically known as the Site Lease Acknowledgement between Sprint Spectrum L.P. and Cellco Partnership dated June 24, 2005 expires or is terminated. Finally, Sprint may terminate this Agreement should the City default in fulfilling any of the covenants of this Agreement and such default shall continue for sixty (60) days after the City's receipt of written notice from Sprint specifying the nature of said default, or, if the said default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within such sixty (60) days and the City shall not in good faith commence the curing or remedying of such default within such sixty (60) days and shall not thereafter diligently proceed therewith to completion.

4. **Notice Address**. Section 12.0 of the Agreement is hereby deleted in its entirety and replaced with the following:

"All notices must be in writing and will be deemed to have been delivered upon receipt or refusal to accept delivery and are effective only when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid or when sent via nationally-recognized courier delivery service.

Notices to Sprint are to be sent to:	SprintCom LLC Sprint Property Services Site ID: OR60XC400-A/A205163S Mailstop KSOPHD0101-Z2650 6220 Sprint Parkway Overland Park, KS 66251-2650
with a mandatory copy to:	Sprint Law Department Attn: Real Estate Attorney Site ID: OR60XC400-A/A205163S Mailstop KSOPHD0101-Z2020 6220 Sprint Parkway Overland Park, KS 66251-2020
Notices to City must be sent to:	City of Cocoa, Florida ATTN: City Manager 65 Stone Street

Cocoa, FL 32922

with a mandatory copy to: Garganese, Weiss, D'Agresta & Salzman, P.A.
Attn: Anthony A. Garganese, City Attorney
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802

City or Sprint may from time to time designate any other address for this purpose by written notice to the other party in accordance with this Section 12."

5. **Governing Law.** Section 9.0 of the Agreement is hereby amended to establish that the exclusive jurisdiction for any dispute between the parties related to the Agreement shall be in the state circuit courts located in Brevard County, Florida, and in the federal district court in Orlando, Florida, any objections as to jurisdiction or venue in such courts being expressly waived.

6. **Limited Assignment.** Section 5.0 of the Agreement is hereby deleted and replaced with the following:

"This Agreement shall not be assigned, sold, or transferred at any time, except to Sprint's principal, affiliates or subsidiaries of its principal, any entity acquiring substantially all of the assets of Sprint, or any successor entity in a merger, acquisition or consolidation involving Sprint, upon prompt written notice to the City. As to other parties, this Agreement shall not be assigned, sold, or transferred without the written consent of the City, such consent not to be unreasonably withheld, conditioned or delayed."

7. **Use of Leased Parcel.** Section 2.1 of the Agreement is hereby amended to provide that Sprint may, at its discretion, modify its antenna structure or building(s) consistent with the Communications Facility allowed under the Paragraph, provided that no modification shall require an increase in height, volume or protrusion from the Tower of the antenna structure or building greater than ten percent (10%). Modifications seeking greater increases in height, volume, or protrusion shall require the consent of the City. Further, nothing in this Paragraph shall excuse Sprint from the requirements of state or local law to secure building and other necessary permits.

8. **Attorney's Fees.** Section 10.0 is hereby deleted in its entirety and replaced with the following:

"Should any litigation arise concerning this Agreement between the Parties, the Parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal, except that Sprint shall promptly pay to City all costs and expenses of collection, including a reasonable attorneys' fee, with respect to any part of the rent and other charges and sums of money herein reserved or required by Sprint to be paid and met, which may be sustained or incurred by City, after the date the same or any part thereof, becomes due."

9. **Public Records.** Section 14.0 of the Agreement is hereby amended to additionally provide that failure by Sprint to grant such access to records 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 Sprint fails to comply with this Paragraph, and the City must enforce this Paragraph, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Sprint's failure to comply with this Section, the City shall collect from Sprint prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Paragraph against Sprint. 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 Sprint's failure to comply with this Paragraph. The terms and conditions set forth in this Paragraph shall survive the termination of this Agreement. However, Sprint is not waiving its right to deny access if pursuant to the laws it has a right to do so.

10. **Insurance.** Section 19.0 of the Agreement is hereby amended to require the following insurance coverage. All other requirements of Section 19.0 shall remain the same.

A. Commercial General Liability or Businessowners' Liability insurance against claims for death, personal injury and property damage in or about the Premises, in an amount not less than

Three Million Dollars ($3,000,000.00) combined single limit, in respect of each occurrence and Six Million Dollars ($6,000,000.00) general aggregate. Coverage shall include:

i. Premises and Operation.
ii. Independent Contractors (no exclusion of coverage for acts or omissions of independent contractors).
iii. Broad Form Property Damage.
iv. Broad Form Contractual Coverage applicable to this Agreement
v. Medical Payments.
vi. Fire damage legal liability/Tenant's Legal Liability Coverage.

B. Business or commercial property coverage for loss of Sprint's alterations to the Leased Parcel and Sprint equipment and facilities for no less than One Hundred Percent (100%) of the full replacement cost of the covered property; and

C. Workers' Compensation Insurance adequate in at least such amounts as are required by law and Employer's Liability Insurance in an amount of $500,000 each accident and disease; and

D. Automobile liability coverage with coverage limit of not less than $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 Sprint 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 Sprint or by anyone directly or indirectly employed by Sprint.

11. **Indemnification and Hold Harmless.** Section 20.0 of the Agreement is amended to additionally provide that, in the event any of Sprint's employees bring an action against the City, arising out of the use and occupancy of the Leased Parcel, Tower, or utility and ingress and egress easements, Sprint agrees that it shall not assert immunity under Section 440.11, Florida Statutes, or any state law equivalent, as a defense to any indemnity action or obligation asserted by the City in such circumstance.

12. **Removal of Equipment.** Section 34.0 of the Agreement is amended to provide that, upon termination of this Agreement and removal of Sprint's communication equipment and related facilities in accordance with this Agreement, Sprint shall be released of any liability occurring on the Leased Parcel and City Property and utility and ingress and egress easements arising after such termination and removal. This release shall not include later-discovered or filed claims arising from Sprint's use and occupancy of the Leased Parcel during the term of this Agreement.

13. **Radon Gas.** In accordance with Florida law, the following statement is hereby made: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

14. **General Terms and Conditions**.

a. All capitalized terms used in this First Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.
b. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this First Amendment, the terms and conditions herein will control. Except as set forth herein, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.
c. This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original.
d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this First Amendment.

The parties have executed this First Amendment as of the Effective Date.

ATTEST:

CITY OF COCOA,
a Florida municipal corporation.

_____
Carie Shealy, City Clerk

_____
Michael C. Blake, Mayor

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ( ) online notarization or ( ) physical presence, this day of_____, 2022 by Michael C. Blake as the Mayor of the City of Cocoa, Florida, a Florida municipal corporation, who is personally known to me or who has produced _____as identification.

_____
Notary Public, State of _____
My Commission Expires: _____

WITNESSES:

SPRINT COM LLC

_____
Print Name: _____

By:_____

Title:

_____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ( ) online notarization or ( ) physical presence, this day of_____, 2022 by _____ as the _____ of Sprint Com, LLC, who is personally known to me or who has produced _____as identification.

_____
Notary Public, State of _____
My Commission Expires:

EXHIBIT "A"

The land is a site located at 2003 Michigan Avenue, situated in the City of Cocoa, County of Brevard County, State of Florida commonly described and/or depicted as follows:

PARENT TRACT

A portion of Section 19, Township 24 South, Range 36 East, being more particularly described in Official Records Book 1565, Page 246 of the Public Records of Brevard County, Florida.

20.00 FEET X 20.00 FEET LEASE AREA

lying within the following described leased area:

25.00 FEET X 50.00 FEET LEASE AREA

lying within the following described parent tract:

A portion of Section 19, Township 24 South, Range 36 East, being more particularly described in Official Records Book 1565, Page 246 of the Public Records of Brevard County, Florida.

being more particularly described as follows:

Begin at a ½" iron rod (#4596), being the Northeast corner of a 25.00 feet x 50.00 feet area, said Point of Beginning further referenced as follows:

1. The Southwest corner of an existing head wall lies N 89 32' 18" W, 92.06 feet from said Point of Beginning.

2. A 2" iron pipe, located at the monumented Northeast corner of Lot 1, Block 7, COLLEGE GREEN ESTATES, UNIT 1, as recorded in Plat Book 19, Page 166 of the Public Records of Brevard County, Florida, coincident with the Southerly right of way line of Michigan Avenue (a 100 feet right of way) lies N 05 29'41" E, 247.27 feet from said Point of Beginning.

3. The Southwesterly corner of an existing fire station lies N 06 33'30" E, 135.25 feet from said Point of Beginning.

Thence, leaving said Northeast corner and said Point of Beginning, run S 09 13'19" E. 25.00 feet to ½" iron rod (#4596); Thence run S 80 46'41" E, 50.00 feet to the Point of Beginning. Containing 1,250 square feet 0.03 acres more or less.

ADDENDUM 2

NOTES:

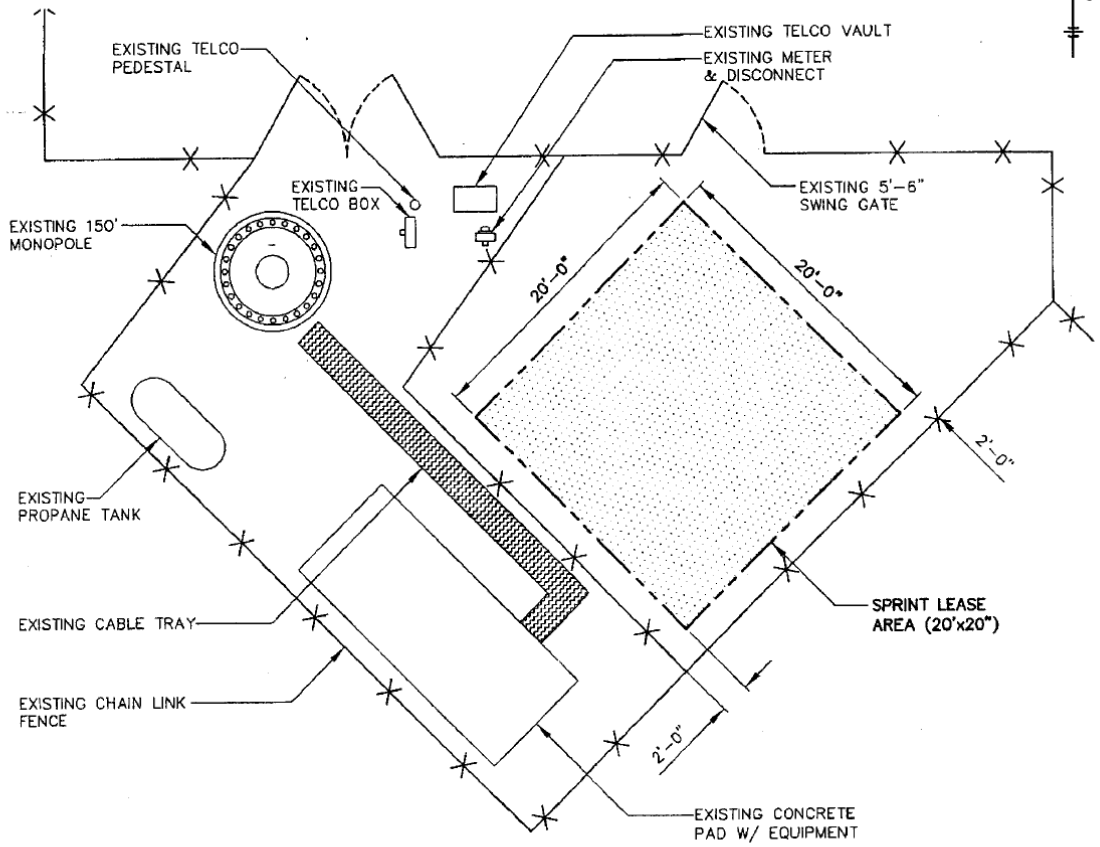
1. SPRINT AND OWNER AGREE TO MODIFY LEASE PARCEL SIZE AND CONFIGURATION IF REQUIRED TO OBTAIN NECESSARY ZONING APPROVALS.

2. LEASED AREA SHALL INCLUDE 24 HOUR, 7 DAY ACCESS FROM PUBLIC PROPERTY TO EQUIPMENT AND ANTENNAS.

3. LEASED PREMISES SHALL INCLUDE SUITABLE AREA WITHIN LANDLORD'S SPACE FOR ROUTING OF CABLE AND UTILITIES BETWEEN THE EQUIPMENT AREA, MOUNTED ANTENNAS, AND UTILITY SERVICE ENTRANCE LOCATIONS FOR THE NECESSARY CONNECTION OF EACH.

4. THE OWNER AND SPRINT HEREBY AGREE TO THE GENERAL LEASE AREA LOCATION SPECIFIED ON THIS LEASE EXHIBIT. THE EXACT LOCATIONS OF BASE STATION EQUIPMENT, CABLES, UTILITIES, AND ANTENNAS ARE SUBJECT TO FINAL ENGINEERING DESIGN AND ULTIMATELY THE LEASEABLE AREA MAY BE MODIFIED TO REFLECT THE FINAL ENGINEERING DESIGN.

CALLED NORTH



1"=10' (10 5 0 10)

LEASE PLAN

LE-1

DWG 1 OF 2

NOTE: OWNER AND SPRINT MAY, AT SPRINT'S OPTION, REPLACE THIS EXHIBIT WITH AN EXHIBIT SETTING FORTH THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE SITE IS LOCATED AND/OR AN AS-BUILT DRAWING DEPICTING THE SITE.

OWNER INITIALS:	DATE:
SPRINT INITIALS:	DATE:

REV.	DATE	DESCRIPTION
A	10/6/03	ISSUED FOR REVIEW

TAX MAP NO.: 24-36-19-00-00001.0-0000.00
ZONING CLASS: RU-17
JURISDICTION: CITY OF COCOA
OWNERS NAME: VERIZON

Sprint

ALCOA

ALCOA Wireless Services, Inc.
485 N KELLER RD., SUITE 180
MAITLAND, FLORIDA 32751
Office (407) 661-1755
Fax (407) 661-1766

APPROX. SCALE: 1" = 10'
DATE: 10/6/03

LEASE EXHIBIT PLAN

SITE I.D. OR60XC400A

SITE ADDRESS: (VERIZON 82518)
2003 MICHIGAN AVE.
COCOA, FL 32926

EXHIBIT B

Legislation Details (With Text)

File #:	22-181	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	3/25/2022			**In control:**	City Council
On agenda:	7/12/2022			**Final action:**	
Title:	Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making an Exemption to Competitive Purchase through RedZone Robotics, Inc. for two (2) SOLO® Autonomous Robotic Camera Systems. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	RedZone SOLO Purchase Proposal (220310)R1.pdf Redzone Sole Source Letter.pdf Resolution - Sole Source -Redzone Robotics.pdf ICOM3 Software Info.pdf SOLO Autonomous Robot Benefits.pdf SOLO Rapid Autonomous Robot CCTV Inspection Platform.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	June 22, 2022
Agenda Date:	July 12, 2022
Prepared By:	Melinda M. Keesee, Field Operations Technician
Prepared By:	Donnie Howard, Field Operations Manager
Through:	Chris M. Collier, Assistant Utilities Director
Through:	John A. Walsh, P.E., Utilities Director

Requested Action:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making an Exemption to Competitive Purchase through RedZone Robotics, Inc. for two (2) SOLO® Autonomous Robotic Camera Systems

BACKGROUND:

During FY14, the City of Cocoa Utilities Department contracted with RedZone Robotics, Inc. (RedZone) to perform a comprehensive Closed-Circuit Television (CCTV) inspection of the sewer collections system in support of a National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP). Approximately 346,000 feet of gravity sewer main infrastructure was inspected during the six-month project which was completed in September 2014. Due to the success of the PACP inspection program, in FY18, a comprehensive inspection of the City's wastewater manholes (1,594) was performed by RedZone following the NAASCO Manhole Assessment and Certification Program (MACP). Note, RedZone Robotics, Inc. is the sole provider of

the SOLO® autonomous robotic camera/GPS equipment.

Since 2014, all inspection data (CCTV video and NASSCO PACP/MACP inspection codes) collected annually from gravity sewer asset rehabilitation programs are stored and accessed through the proprietary RedZone ICOM® sewer asset management software which provides an integrated inspection, maintenance, and asset program management solution. This includes combining MACP and PACP defect coding, video and imagery of the post-lining inspections (contracted), physical characteristics of assets, hydraulic information, risk criticality metrics, and maintenance histories into one system. The ICOM® system is jointly utilized by the City of Cocoa Utilities Department and consulting engineers to create on-going capital improvement programs resulting in a very well-maintained gravity sewer system. Using SOLO autonomous robots compared to conventional CCTV, require fewer personnel to operate, and most traffic control requirements can be reduced since the operator is in and out of a manhole in a matter of minutes, preventing the need for lane closures. The robots operate as a rate of 3 to 4 times faster than the standard CCTV truck can inspect thus, we can assess the entire city in months not years. The SOLO robots are also 360 degree cameras taking complete images of the full interior of the pipelines. With conventional CCTV cameras, defects in the pipe can be missed. The SOLO autonomous robot inspection results are transmitted to the Redzone GIS-based ICOM3 software viewer, which allows for quick review and analysis of inspection results.

With this purchase, the City will gain a more complete CCTV assessment of the sewer system where capital improvements and maintenance dollars can be allocated to the most critical need.

Due to the success and of the RedZone ICOM® system, staff is recommending approval for the sole source purchase of two (2) SOLO® autonomous robotic cameras that are directly compatible with the ICOM® software system. Multiple autonomous SOLO® cameras can be deployed simultaneously and will enable internal crews to proactively assess infrastructure quickly (with minimal MOT impact) and efficiently upload CCTV data from gravity sewer inspections directly into the ICOM® system without having to convert large amounts of incompatible CCTV data. In addition, performing proactive sewer infrastructure assessments internally with compatible equipment significantly reduces the need for costly contracted assessments.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested:	$145,000
Account Number:	421-4125-536.64-00
Project Number:	CA2202
Account Name:	Machinery and Equipment

PREVIOUS ACTION:

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

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

On September 25, 2018 City Council approved a resolution waiving the competitive bidding process for the purpose of making a sole source purchase through RedZone Robotics for manhole assessments.

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making an Exemption to Competitive Purchase through RedZone Robotics for two (2) SOLO® Autonomous Robotic Camera Systems.

powered by Legistar™



The City of Cocoa Utilities
SOLO® AUTONOMOUS ROBOTIC CAMERA SYSTEM

RedZone OPP-105476

Submitted
March 10, 2022

Prepared for
Chris Collier
Assistant Utilities Director
City of Cocoa Utilities
65 Stone Street
Cocoa, FL 32922

Prepared by
Jeff Griffiths
Vice President, Sales & Marketing
RedZone Robotics, Inc.
195 Thorn Hill Road
Suite 110
Warrendale, PA 15086
412-476-8980(O)
jgriffiths@redzone.com

RedZone Robotics

Statement of Qualifications from RedZone Robotics for the Autonomous Robotic Camera System for Inspection of Small Diameter Pipes

RedZone Robotics would like to thank The City of Cocoa for the opportunity to submit our qualifications for the *Autonomous Robotic Camera System for Inspection of Small Diameter Pipes*. Our company has provided product sales and conditional assessment services in over 300 cities in the United States, Canada, and internationally. We look forward to the opportunity to provide SOLO® autonomous robots to utilize new, advanced technological capabilities that will provide a cost efficient and accurate analysis of your city's sewer infrastructure.

As a leader and innovator in the wastewater infrastructure industry, RedZone Robotics pioneered the creation of an autonomous and rugged crawler, SOLO, for the massive quantity of 8" to 12" pipe in collection systems around the globe. SOLO is portable, fast, efficient, and captures CCTV with a 360° view of the asset's interior. Using the 360° video collected during inspection, cities can review collected footage with virtual pan, tilt, and zoom technology using RedZone's proprietary ICOM® software. Coupled with historical data compiled in ICOM, this complete and unimpeded view of the pipe's interior has allowed cities across the country and internationally to make more informed decisions about the health of their system, as well as how to spend CIP budgets.

RedZone has helped cities across the nation gather data more efficiently, reduce costs, and proactively protect their collection systems with smarter inspection data and powerful asset management tools. Let us help you gather the best data available to protect your system and your city.

Please don't hesitate to contact us with any questions or concerns. Thank you for your consideration.

Sincerely,

Jeffrey Griffiths
Vice President, Sales & Marketing
jgriffiths@redzone.com
(757) 353-1521



EQUIPMENT CAPABILITIES



SOLO goes where existing technology cannot.

With its lightweight frame, at less than 25lbs, and mobile platform, SOLO makes deployment easy, even in the toughest locations.

- Mobile platform and all platform specific deployment equipment equal a combined weight of < 40 lbs.
- Does not require truck for deployment. If an operator can walk to a manhole, pipeline can be inspected.
- Onboard, interchangeable battery power.
- Onboard reel and transport cable with internal payout sensor.

SOLO increases efficiency, sustainability, and safety - decreasing spending.

Once deployed, SOLO doesn't require any human interaction and will actively maintain a level position within the pipe, as well as automatically making multiple attempts to bypass any obstructions found within the pipe during inspection.

- Gather up to 3,000ft per day, per deployment crew, when utilizing multiple units (known as squads). Up to 5 times the inspection data versus conventional CCTV equipment.
- Decrease the amount of disruption within your communities with faster deployments and less traffic disruption.
- Shrink your carbon bootprint by reducing emissions by 3 to 4 tons per mile over the course of a 240-mile inspection.

SOLO provides crystal clear imagery and data that enables cities to make more informed decisions.

Front and rear pano-spheric cameras provide imagery of every angle of the pipe's interior, offering 360° footage for review offsite.

- Onboard tether management provides camera location accurate to ±1% of the inspection length.
- Import inspection data into a NASSCO PACP compliant pipe annotation tool and/or GIS software.
- View every angle of inspected assets with virtual pan, tilt, and zoom interactivity using RedZone's ICOM.

PROPOSAL

Opportunity #: 105476

Project Name: FL Cocoa Utilities Half Squad SOLO Purchase

Basis of Understanding & Scope of Work: Sale of two (2) SOLO robots and associated accessories as listed below.

Company:	City of Cocoa Utilities	**Contact:**	Chris Collier
Address:	65 Stone Street	**Phone:**	321-433-8800
	Cocoa, FL 32922	**Email:**	ccollier@cocoafl.gov

Creation Date:	3/10/2022	**Prepared By:**	Jeff Griffiths
Expiration Date:	7/31/2022	**Phone:**	757-353-1521
Payment Terms:	50% Signing / 50% Delivery Net 30	**Email:**	jgriffiths@redzone.com

RedZone SKU	Item Description	Unit Qty	UoM	Unit Price	Subtotal
PRD-100	SOLO Robots	2	EA	$72,500.00	$145,000.00
PRD-112	Support Equipment Kit: • Batteries (16) • Chargers (2) • Download cables (2) • Deployment pole (1) • Manhole hangers (2) • Tiger Tails (2) • Maintenance toolkit (1) • Lens domes (16 more) • Spare Tethers (2) • Pelican cases (2)	1	EA	Included	Included
PRD-210	SOLO Robot Autonomy License: Autonomy software license for SOLO robots purchased. This software enables the SOLO robots to inspect complete pipe segments without any remote operation by the crew, while at all times maximizing inspection throughput and safe return of the robot to the insertion manhole	2	EA	Included	Included
PRD-220	SOLO Data Sync License: SOLO software license . This software streamlines download of all inspection data from each SOLO robot at the end of each workday. The transfer is done automatically as soon as the robots are connected without any intervention from the crew.	1	EA	Included	Included

RedZone SKU	Item Description	Unit Qty	UoM	Unit Price	Subtotal
PRD-230	SOLO Deployment Tablet & GUI License: A user-friendly Graphical User Interface for setup and deployment of SOLO robots. The crew can use this to enter PACP header data or select from a list of pre-populated runs, launch the robot and review inspection footage after a quick wireless download immediately after completion of the run. Crew can add comments and flag images for immediate review via email.	1	EA	Included	Included
PRD-290	STANDARD 1 YEAR WARRANTY	1	Year	Included	Included
				Total SOLO Package:	**$145,000.00**

Notes

- Payment terms: 50% upon signing proposal/ 50% upon delivery of equipment (Net 30 from invoice)
- Warranty and extended maintenance support options included as attachments.
- Warranty period commences upon date of receipt of purchase order.

ACCEPTED: *The above prices, specifications and conditions are satisfactory and are hereby accepted.* **Signature:** _____ **Name:** _____ **Title:** _____ **Date:**	**CONFRIMED:** **RedZone Robotics, Inc.** **Signature:** _____ **Name:** _____ **Title:** _____ **Date:**

WARRANTY AND SUPPORT

Support

Telephone support Monday through Friday, 8AM to 5PM EST

Standard Hardware Warranty

REDZONE ROBOTICS INC. ("REDZONE") warrants that all SOLO Robots manufactured by REDZONE shall be free from defects in material and workmanship under normal use and service for which it was intended for a period of twelve (12) months from the date of shipment of materials by REDZONE to the purchaser. REDZONE's obligation under this warranty is limited, at REDZONE's option, to repairing or replacing, free of charge, any defective materials returned, subject to the following conditions:

For all warranty claims, the materials must be returned in accordance with REDZONE Material Return Policy.

Deployment equipment, such as deployment computer, batteries, battery chargers, etc., furnished, but not manufactured by REDZONE, will be covered only under the warranty of the third-party manufacturer of such equipment. Expendable parts, such as tether, lens domes, LED domes, straps, etc., are excluded from this warranty.

Purchaser must notify REDZONE of a breach of warranty not later than the last day of the warranty period; otherwise, such claims shall be deemed waived.

REDZONE does not warrant the materials to meet the requirements of the safety codes of any federal, state, municipal or other governmental or administrative jurisdiction. Purchaser assumes all risk and liability whatsoever resulting from the use of its products, whether used singly or in combination with other products, machines or equipment.

This Warranty shall not apply to any materials, or parts thereof, which have; (a) been repaired or altered by anyone other than REDZONE without REDZONE's written consent; (b) been subject to misuse, abuse, negligence, accident, or damage; (c) not been installed or operated in accordance with REDZONE's printed instructions, or; (d) been operated under conditions exceeding or more severe than those set forth in the specifications of design tolerance of the equipment.

THIS WARRANTY AND THE OBLIGATION AND LIABILITIES OF REDZONE HEREUNDER ARE EXCLUSIVE AND IN LIEU OF (AND PURCHASER HEREBY WAIVES) ALL OTHER WARRANTIES, GUARANTEES, REPRESENTATIONS, OBLIGATIONS, OR LIABILITIES, EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF WHETHER OR NOT OCCASIONED BY REDZONE'S NEGLIGENCE.

REDZONE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING, DIRECTLY OR INDIRECTLY, FROM THE USE OR LOSS OF USE OF THE MATERIALS, OR FOR SPECIAL,
INDIRECT OR CONSEQUENTIAL DAMAGES, ECONOMIC LOSSES, LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF BUSINESS OPPORTUNITY Without limiting the
generality of the foregoing, this exclusion from liability embraces Purchaser's expenses for downtime or for making up downtime, damages to property, and injury to or death of any persons.

REDZONE neither assumes nor authorizes any person (including employees, agents, or representatives of REDZONE) to assume for it any other liability, guarantee, or warranty in connection with the sale or use of the materials, and no oral agreements, warranties, or under standings exist collateral to or affecting this warranty.

This warranty shall not be extended, altered, modified, or waived except by a written instrument signed by REDZONE.

Part Exclusions
100-3383-01 Tether Passive Guide, 100-3384-01 Tether Passive Outlet, 100-3385-01 Encoder Drum, 100-3514-01 Tether, 200-0044-01 Studded Drive Pulley, 200- 0086-01 Tracks, 200-0109-01 Level Wind Axel, 200-0110-01 Level Wind Carriage

POST WARRANTY SUPPORT OPTIONS

Item	Description	No Contract	Tier III: Platinum
1	Contract Pricing	No Annual Fee	$4,000 Annually/ Robot (discounted)
2	Contract Reinstatement fee if coverage lapses, or no prior coverage.	$4,000/ Robot	
3	Preventive Maintenance (Incl. all parts except wear parts, labor, return ground shipping). Preventative Maintenance Services do not cover repair of damage to robots that has been caused by improper use or deployment conditions.	None	8/ Robot/ Year
4	Unscheduled Maintenance (incl. labor, excluding parts return ground shipping).	None	3/ Robot/ Year
5	Parts Discount	Spare Parts @ List Prices	15% Discount of List Prices
6	Labor Rate for Repairs	$100/ Hour	$85/ Hour
7	Phone Support Included (Hardware & Robot Software, Not ICOM instance)	None	Unlimited
8	Software Updates (Vault, Remote, Robot)	$1,000/ Robot	Included
9	Reporting Defect Coding Services	$0.25/ LF	$0.20/ LF (based on min. qty of 250,000 LF/ Year)
10	Professional Services (GIS import, Custom imports and exports)	$150/ Hour	$110/ Hour

RedZone ROBOTICS

info@redzone.com | O 412.476.8980 | F 412.476.8981
195 THORN HILL ROAD, SUITE 110, WARRENDALE PENNSYLVANIA 15086
REDZONE.COM

August 16, 2021

Re: Sole Source Guarantee from RedZone Robotics

To whom it may concern:

This letter serves to guarantee that RedZone Robotics, Inc., is the sole owner, developer, and distributor of RedZone Robotics equipment such as the Solo autonomous robots and for ICOM V4 Sewer Asset Management Software. No other individual, company, or group is authorized, at any time, to sell, support, or distribute RedZone's Solo equipment or software services.

Please find the attached detailed qualifications of RedZone's equipment and services. We thank you for considering our technology. If you have any questions or require any additional information, please feel free to contact me.

Sincerely,

Dave Petrosky
President & CEO
412.476.8980
dpetrosky@redzone.com

Subscribed before me this 16th day of August, 2021 by Dave Petrosky.

COMMONWEALTH OF PENNSYLVANIA - NOTARY SEAL
Sydney Taylor Sherlob, Notary Public
Allegheny County
My Commission Expires 08/26/2023
Commission Number 1365781

(stamp)

Sydney Taylor Sherlob

Notary Public

My commission expires: 8/26/23

RESOLUTION NO. 2022-060

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled this 12th day of July, 2022.

_____

ATTEST: Michael C. Blake, Mayor

_____

Carie Shealy, MMC, City Clerk

EXHIBIT “A”

To Resolution No. 2022-060

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source purchase, for the purpose of making a sole source purchase from Redzone Robotics, Inc. for two (2) SOLO Autonomous Camera Systems.

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

_____

Stockton Whitten, City Manager

RedZone®
ROBOTICS

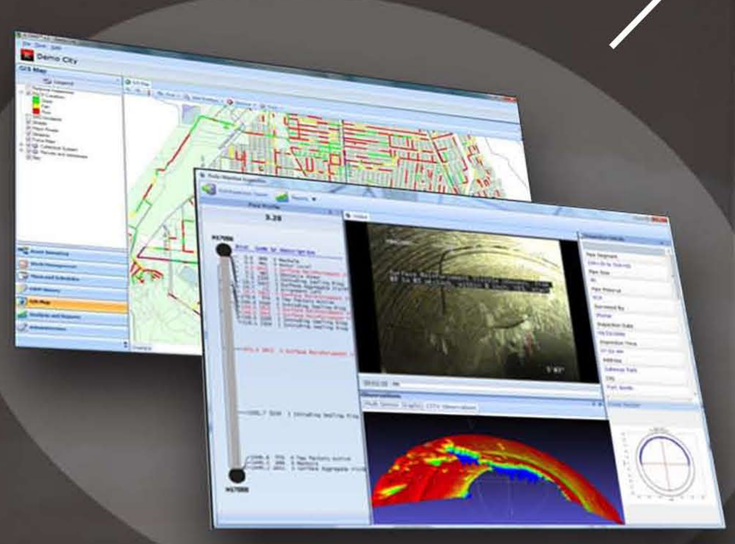
ICOM3

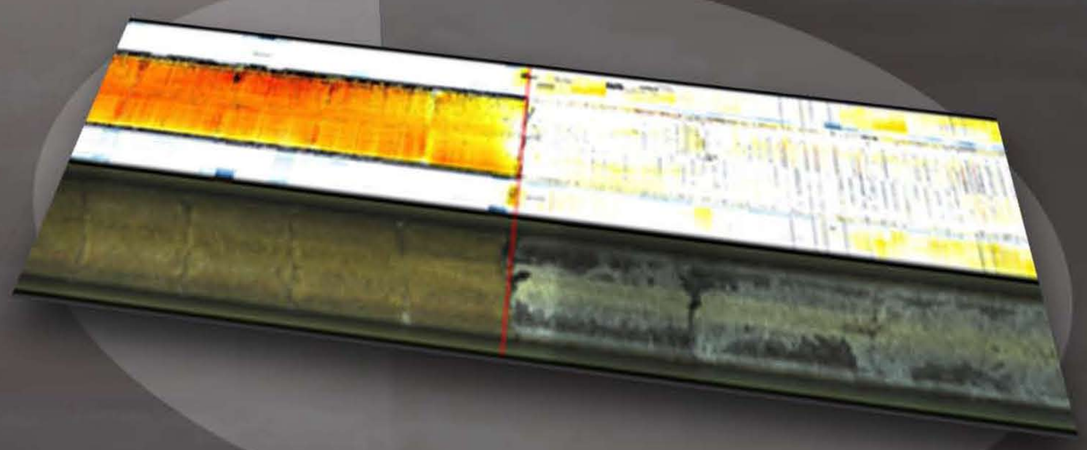








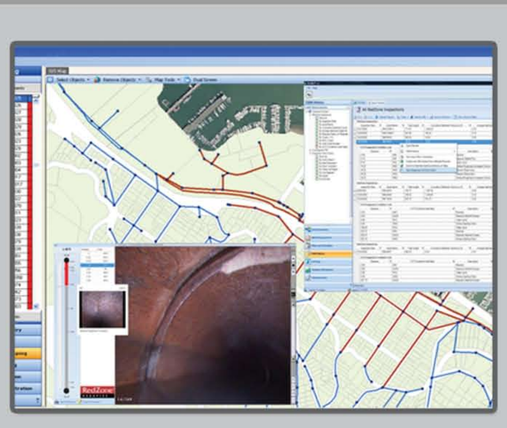




Wastewater Management Software

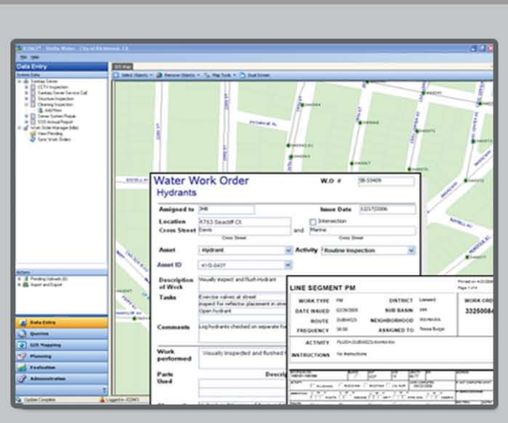
RedZone ROBOTICS

ICOM3



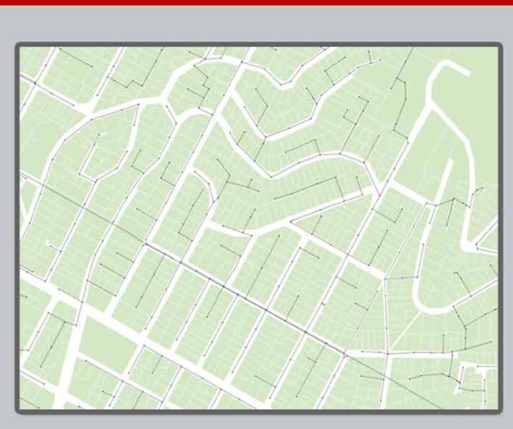
Inspection Management

- *Optimized Inspection Planning*
- *Multi-vendor inspection support*
- *Multi-sensor data viewer*
- *PACP/WRc import/export*



Work Management

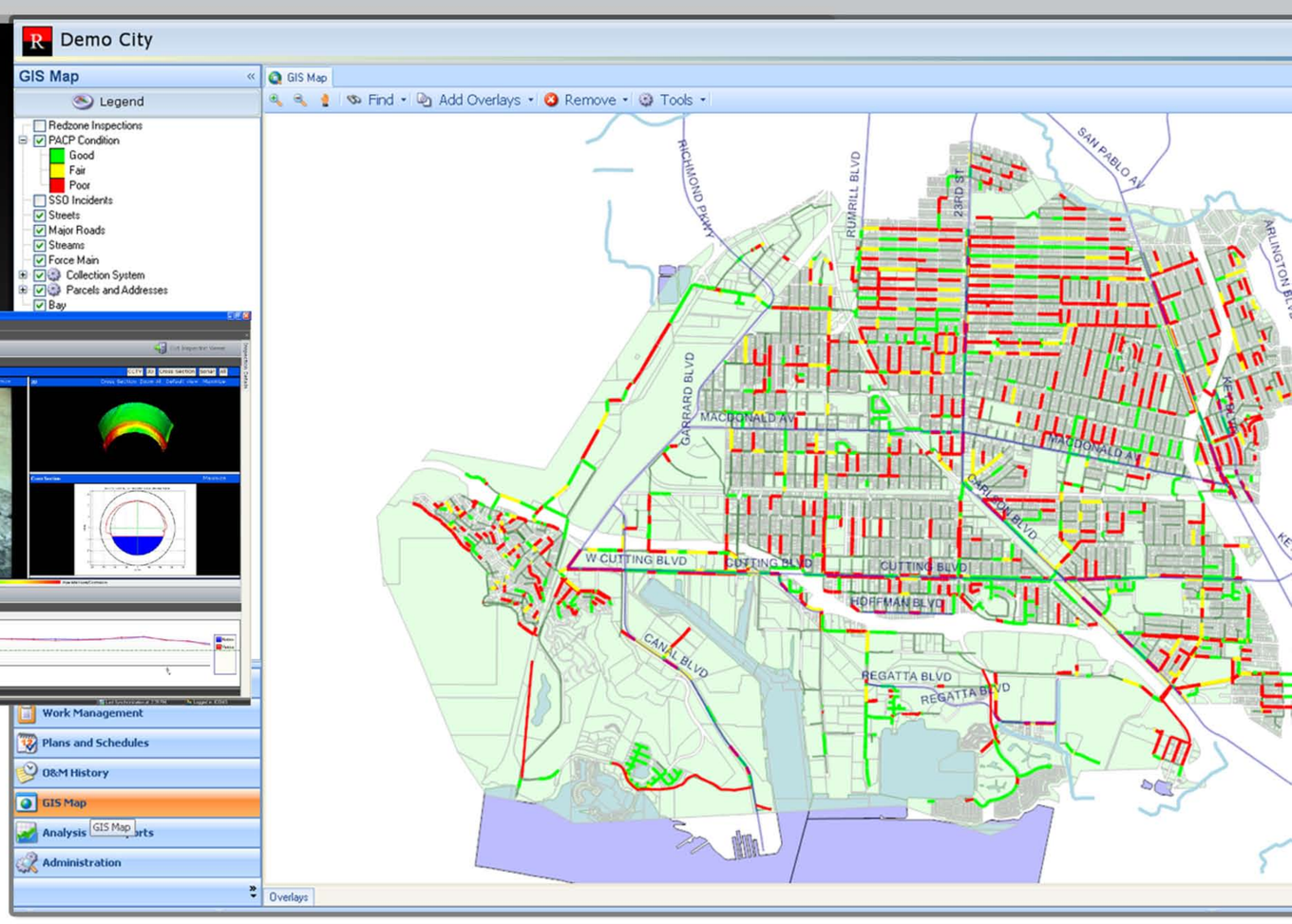
- *GIS Based asset inventory*
- *Activity-based work orders*
- *Maintenance planner/scheduler*
- *Route Management*
- *Mobile Field works*

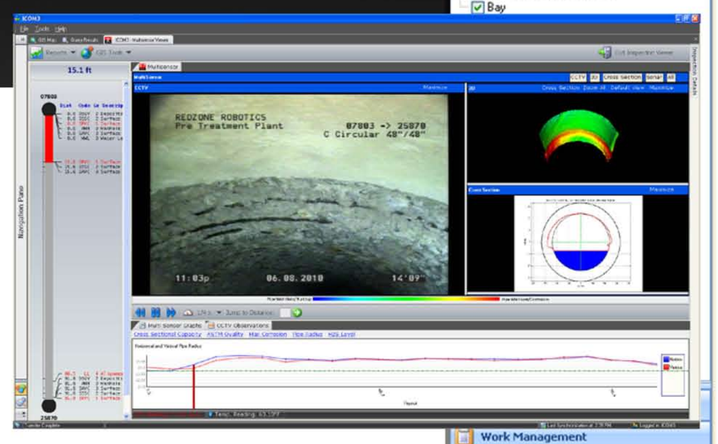


Asset Management

- *Condition Assessment*
- *Risk and criticality*
- *CIP Planning*
- *Asset life-cycle planning*
- *Regulartory Compliance*

Wastewater Management Software





Centralized System of Record

Layered on top of your existing GIS map, ICOM3[SM] allows you to store, manage, and visualize your most important wastewater data and create a complete knowledge base of your assets. Inspection observations, videos, physical characteristics of assets, risk and criticality characteristics, and maintenance histories can all be managed in one place within ICOM3[SM].

Web-Hosted for Easy Access

ICOM3[SM] operates over the internet, allowing users in various locations to share information and better coordinate activities. ICOM3[SM] enables mobile crews to log in to the application throughout the day in 'offline mode' and later 'synchronize' their information to the web. The web hosting ensures that you can access your information from anywhere and simplifies the installation and IT overhead.

Manage and Track Activities

Users can plan, schedule, track, and analyze all maintenance activities directly from the integrated GIS map viewer. Assign and schedule crews to complete maintenance routes by using activity-based work-orders.

Decision Support Tools

ICOM3[SM] includes advanced planning, prioritization, and budgeting tools to help you make defensible, fact-based decisions on how to manage your limited resources and funds. ICOM3[SM] factors in all key sources of information to help you evaluate your asset's risk and criticality, allowing you to prioritize your efforts and spending where they are most needed.

RedZone® ROBOTICS



UNDERSTAND > PLAN > EXECUTE

Chris Collier
Field Operations Manager
351 Shearer Blvd.
Cocoa, FL 32922

RE: FL- City of Cocoa Solo Info

Dear Chris,

COST/BENEFIT ANALYSIS

The costs savings of using the SOLO autonomous robots are very pronounced compared to conventional CCTV. The robots require fewer personnel to operate, and most traffic control requirements can be removed or drastically reduced because the robots operate autonomously, with the manhole closed above it at launch. Therefore, the operator is in and out of a manhole in a matter of minutes, preventing the need for long-term street lane closures, and expensive traffic control and signage.

The robots are operated 4 units at a time, and each robot can go up to 450 feet in one direction from the starting manhole. With the robots travelling at 30 feet per minute and optimal pipe conditions, one operator can theoretically inspect 1,350 LF every 30-40 minutes. However, we know that most sewer pipes are not in optimal condition, but it is not unusual to get 5,000 to 6,000 LF per day of CCTV inspections with 4 SOLO robots. This is 3 to 4 times the CCTV production that one CCTV truck can inspect, with fewer personnel required, and less impacts to street traffic and customers. Thus, we can assess the entire city in months not years.

The SOLO robots are also 360 degree cameras. This means that each camera is taking complete images of the full interior of the pipelines. With conventional CCTV cameras, if the operator doesn't stop the camera, pan, and zoom to view a defect, no one will ever see the defect. With the SOLO robots, the robots capture all the pipe, all the time, so there is no chance of missing a defect through operator error, and the entire pipe interior is forever able to be reviewed using the ICOM3 software viewer.

The most important benefit of SOLO, however, is that by inspecting the City's sewer pipelines more quickly, the City will have more data to decide how best to spend limited capital improvement dollars. In addition, the City will better understand where to clean or not to clean their pipelines, and can best use the available pipe maintenance funds. With a more complete CCTV assessment of the sewer system, CIP and maintenance dollars can be allocated more efficiently, to the most critical needs first.

Any delay in this project scope, or any other collection system inspection efforts, and the City risks spending the limited and valuable maintenance and rehabilitation dollars in less than optimum ways, as the most severe defects could be lurking underground, still waiting to be discovered by a future CCTV inspection.

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

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QUALIFICATIONS OF THE FIRM:

RedZone Robotics simplifies wastewater management by providing municipal clients with the truly meaningful information that is required to make critical decisions on their infrastructure. We are the industry leader in world-class robotic inspection technologies and sophisticated data-analysis software. RedZone Robotics designed, developed, and now produce our highly advanced SOLO Autonomous Robots. SOLO is a wireless robotic camera that completes 360 degree inspections on the interior of 8”-12” pipelines. These cameras can be deployed by a single person. All inspections are PACP coded back in the office, allowing the users to get a lot more footage inspected every day, with minimal traffic impacts, and more production per man hour. All inspection results are provided in our GIS-based ICOM3 software viewer, which allows for quick review and analysis of inspection results.

RedZone has inspected millions of feet of sewer lines using the SOLO robots for municipalities, contractors, and engineering firms across North America. The Cities of Anchorage, Tacoma, Clark Regional, Sacramento, San Francisco, Akron, Dallas, Peachtree, Columbus, Valdosta, Washington DC, and Pittsburgh are just a few of the many clients that have taken advantage of RedZone SOLO robotic inspections.

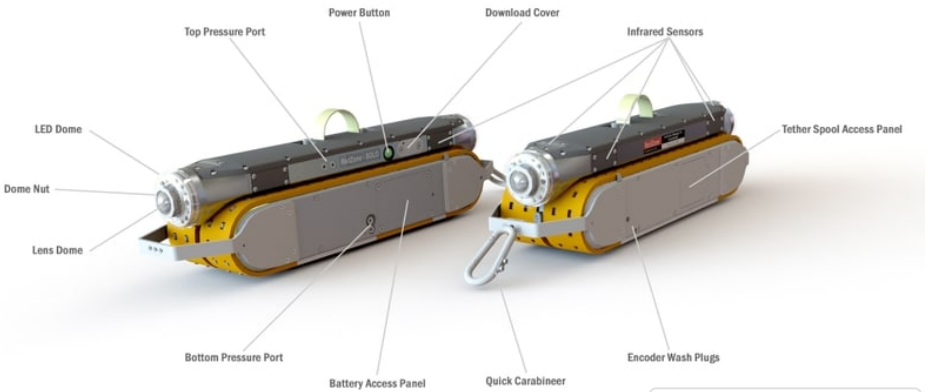
RedZone is a national inspection firm based out of Pittsburgh, PA, and San Ramon, CA. We have highly experienced NASSCO PACP certified coding technicians on every job, and are the manufacturers of the SOLO autonomous robots. We have the expertise and resources to train personnel on the use of our robots, handle repairs and replacements of equipment quickly, and PACP certified coding staff who have coded millions of feet of pipelines.
Data collected from the SOLO robots will be downloaded onto the vault (a storage drive provided by RedZone) each night by City staff. The Vault contains a wireless modem that will automatically send the daily summary of inspections gathered that day to RedZone’s servers. That summary data will be then automatically compiled into a summary report of the previous day inspections, which will be emailed out to the desired City staff each day. The images that were ‘flagged’ in the field will also be sent. These flagged images are items are areas of major concern or problems (blockages, collapses, etc) that were discovered during the inspections. Our Project Manager will coordinate the setup of this automated email process, and obtain the emails of the personnel who should receive that report. The automated emails allow for City staff to be informed on the inspection progress, and to be immediately notified of all major problem areas without having to wait for the PACP coding to be completed.

SOLO

RAPID DEPLOYMENT SEWER INSPECTION FOR SMALL DIAMETER PIPELINES

This small robot has a huge impact.

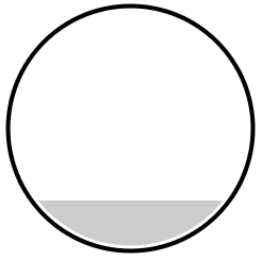
SOLO® is the world's first truly unmanned sewer inspection robot and is radically changing the way collection system managers approach operations and management. Typical daily production rates far outpace conventional methods. With SOLO you never miss a defect. Field operator variability is eliminated as a factor influencing data quality. Video captured by SOLO allows the viewer to pan, tilt, and zoom an entire pipe segment 360 degrees from a PC, in a controlled environment.



Made in Webflow

One Small Unit Deployed As A Fleet

- 3,000 feet per day, per deployment crew, utilizing multiple robots
- 5x inspection throughput versus ntional CCTV full 360° al pan, tilt, and zoom
- Minimal traffic disruption



Efficient Inspection

A single crew constantly deploys and retrieves SOLOs while up to four inspections are conducted

Made in Webflow

millimeter / 8-inch to 12-inch pipelines. Compact, easy to deploy in any location accessible by an operator on foot, allows access to manholes traditional vehicle based CCTV can not.



Up to four inspections can be conducted simultaneously using RedZone's SOLO Platform.

Rapid Deployment



With deployments taking 10-15 minutes from arrival on site to closing the manhole once the unit has been launched, the SOLO decreases the requirement for traffic management and disruption. Once launched the SOLO will autonomously traverse the pipeline, and onboard sensors ensure that the unit can safely progress. If a blockage or obstruction is found, the unit will make three attempts to get past prior to returning to the launch site. Upon reaching the end of the pipe

Made in Webflow

Best Solution for Restricted Access

Small and autonomous, SOLO is capable of inspecting long pipelines and distant bends from a single point of access. This allows data to be collected from areas beyond what traditional inspection methods could reach.



SOLO can access pipes as small as 8 inches in diameter

Superior CCTV Inspection

RedZone's SOLO provides superior, 360 degree CCTV footage with pan, tilt, and zoom.

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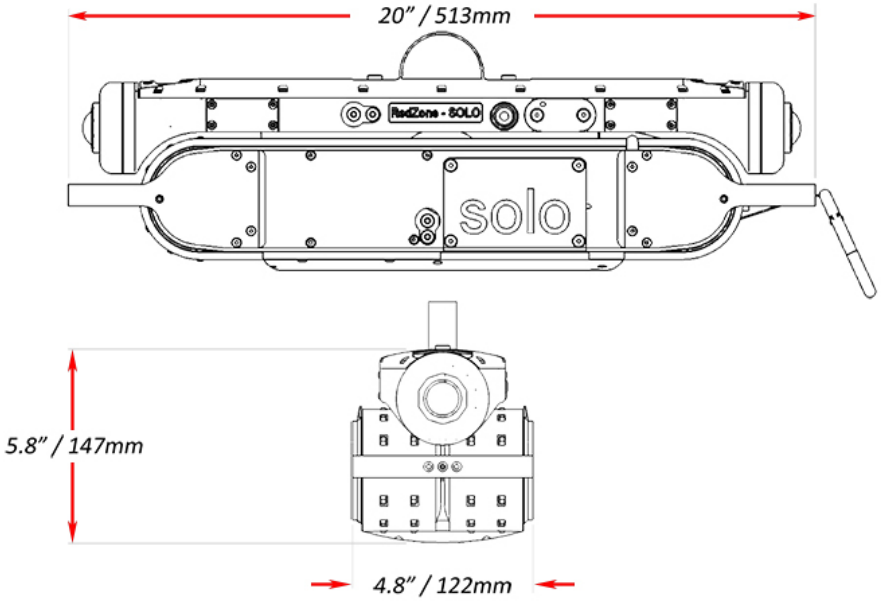


Front View



Rear View

Platform Specifications



SENSORS

- CCTV - Virtual pan, tilt, and zoom

PARAMETERS

- **Transportation:** Tracked platform
- **Pipe Size:** 8-12 in (200-300 mm)
- **Min. Flow:** No flow (Tracked platform)
- **WiFi Connectivity:** At manhole

REPORTS

- NASSCO PACP/MACP, WRc, WSSA

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What Customers Are Saying

With RedZone's proven MSI technology, the Fort Worth Water Department has saved $2.9 million in large diameter cleaning cost to date. It is estimated that the ICAP (Interceptor Condition Assessment Program) methodology of "inspect-to-clean" will result in a savings of $15.2 million in cleaning costs over the six year program.

Darrell Gadberry, Collections System Manager, Fort Worth Water Department

For more information on RedZone's technology or services, contact your local RedZone representative.

CONTACT YOUR REGIONAL REDZONE REPRESENTATIVE

Made in Webflow

RedZone ROBOTICS

RedZone Robotics provides market-leading solutions for wastewater asset management through specialized robotics and proprietary analytics reporting
are.

Phone: 412-476-8980

Accessibility Statement
Privacy Policy
Cookie Policy
Terms & Conditions

SALES AND PROJECT ESTIMATION

John DePasquale
Sales Operations Manager
Phone: (412) 476-8980 x292
Email: sales@redzone.com

INTERNATIONAL SALES

Tim Renton
General Manager - New Zealand
Phone: +64 9 479 9901
Email: trenton@redzone.com

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Legislation Details (With Text)

File #:	22-308	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	5/16/2022			**In control:**	City Council
On agenda:	7/12/2022			**Final action:**	
Title:	Approve a Resolution Amending the FY2022 Budget, BAF#22-090-T, Transferring Funds for Additional Work Required under Task Order No. 2022-17, Addendum #1 for Jacobs Engineering, Inc. to Provide Additional SCADA, Process Control Systems, and Instrumentation Support Services for Operating Revenue Funded Cocoa Utilities Capital Improvement Plan Program Projects, Related to Water Supply and Water Treatment; Approve Amendment #1 to Task Order 2022-17. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2022- ADA Compliant.pdf BAF 22-090-T-UT-Jacobs Engineering Scope and Budget (07-12-22) Agenda 22-308.pdf Cocoa Task Order 2022-17 Addendum 1_Jacobs Signed.pdf TO-JACOBS 2022-17.1 $490120.00.pdf				

Date	Ver.	Action By	Action	Result

Memo Date: May 24, 2022
Agenda Date: July 12, 2022
Prepared By: Sean McFarland, Water Treatment Manager
Through: John “Jack” A. Walsh, P.E., Utilities Director

Requested Action:
Approve a Resolution Amending the FY2022 Budget, BAF#22-090-T, Transferring Funds for Additional Work Required under Task Order No. 2022-17, Addendum #1 for Jacobs Engineering, Inc. to Provide Additional SCADA, Process Control Systems, and Instrumentation Support Services for Operating Revenue Funded Cocoa Utilities Capital Improvement Plan Program Projects, Related to Water Supply and Water Treatment; Approve Amendment #1 to Task Order 2022-17.

BACKGROUND:

Task Order #2022-17 with Jacobs Engineering, Inc. provides the Dyal Water Treatment Plant (WTP) with consulting engineering support services under two tasks. Task #1 provides Program Management/Administration, Design Management, Construction Project Support Services, and Task #2 provides services for the Supervisory Command and Data Acquisition (SCADA) support services.

Additional SCADA support under Task #2 is required for FY22. The scope of work requested was not originally budgeted and includes updating the Siemens Programmable Logic Control (PLC) software to the latest version, automating the High Service Pump (HSP) controls to provide a constant water distribution pressure, and updating the Computerized Maintenance Management System (CMMS).

Staff is requesting City Council approval to transfer available funds for work outlined in Task Order #2022-17, Addendum #1. The requested amount of $115,164 will be used to complete the required additional SCADA projects outlined for the remainder of FY22. Available funds in the Repair & Maintenance account will be used to cover the additional costs.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes BAF # 22-090-T
From:	
Amount Requested	($115,164)
Account Number	421-4020-536.46-00
Account Name	Repairs and Maintenance
To:	
Amount Requested	$115,164
Account Number	421-4020-536.31-03
Account Name	Engineering Services
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

On September 28, 2021, Under Agenda #21-574, City Council approved Task Order No. 2022-17 with Jacobs Engineering Group, Inc. in the amount of $374,956.00 for FY 2022.

RECOMMENDED MOTION:

Approve a Resolution Amending the FY2022 Budget, BAF#22-090-T, Transferring Funds for Additional Work Required under Task Order No. 2022-17, Addendum #1 for Jacobs Engineering, Inc. to Provide Additional SCADA, Process Control Systems, and Instrumentation Support Services for Operating Revenue Funded Cocoa Utilities Capital Improvement Plan Program Projects, Related to Water Supply and Water Treatment; Approve Amendment #1 to Task Order 2022-17.

RESOLUTION NO. 2022-059

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2022; 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, 2021, and ending on September 30, 2022, at a Regular meeting held on September 28, 2021; 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 2021-2022 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 12th day of July, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2022 - 22-090-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4020 | DATE PREPARED: 05/16/22

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 115,164)	421-4020-536.46-00		Repairs and maintenance	$ 2,698,547	$ 2,680,672	$ 2,565,508	$ 1,291,546
$ 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
($ 115,164)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 115,164	421-4020-536.31-03		Engineering Services	$ 375,000	$ 400,020	$ 515,184	$ 9,326
$ 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
$ 115,164	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The Dyal WTP manages multiple projects requiring the assistance of Jacobs Engineering (consulting engineer). The remaining budget in Task #2 of Task Order 2022-17 is not sufficient to fund projects that need to continue through the end of FY22. Jacobs submitted a scope and budget (Addendum #1 for $115,164) that includes the following tasks: Upgrade of PLC software Siemens TIA Portal from version 15 to version 17 on PLCs at the Dyal WTP, Wewahootee WTP, and Booster Stations excluding the well-field and vendor-package system PLCs, Automation of Dyal WTP high service pumps 2 and 3 based on pressure control including programming development, deployment and field testing and troubleshooting, Update of Maintenance Connection CMMS asset inventory including evaluation of current asset inventory, asset identification, and hierarchy update. Staff approves and recommends the transfer to accomplish the necessary work. Addendum #1 for Task #2 is attached. Agenda 22-308

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 07/12/22 *RESOLUTION #:* 2022-059

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

5/18/22	Sean McFarland Digitally signed by Sean McFarland Date: 2022.05.18 13:08:21 -04'00'	6/6/22	Colleen Campbell Digitally signed by Colleen Campbell Date: 2022.06.06 09:45:07 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/18/22	Katherine Ennis Digitally signed by Katherine Ennis Date: 2022.05.18 14:44:46 -04'00'	6/6/22	Lora Howell Digitally signed by Lora Howell Date: 2022.06.06 09:47:08 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Approved 07/13

Revised eform 9/23/21 - IT

City of Cocoa
Task Order 2022-17 Addendum 1
FY 2022 Engineering Services for the Water System Program Management Services - Water Supply and Water Treatment Support

Objective

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

Scope of Services

Task 1 – Project Management, Engineering and Operations Support

No scope changes.

Task 2 – SCADA, Process Control Systems and Instrumentation Support

JACOBS will provide project management, engineering and operations support of the Dyal Treatment Plant Supervisory Control and Data Acquisition (SCADA) system, process control systems, and instrumentation. The SCADA system is the main control system for the water treatment plant, wellfield, and distribution pump stations. The following additional support services will be provided under this addendum:

- Upgrade of PLC software Siemens TIA Portal from version 15 to version 17 on PLCs at the Dyal WTP, Wewahootee WTP, and Booster Stations excluding the wellfield and vendor-package system PLCs.
- Automation of Dyal WTP high service pumps 2 and 3 based on pressure control including programming development, deployment and field testing and troubleshooting.
- Update of Maintenance Connection CMMS asset inventory including evaluation of current asset inventory, asset identification, and hierarchy update.

Assumptions

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

performance of Client's System. Additionally, JACOBS cannot and does not provide any representation, warranty or guarantee that its services will ensure the Client's System will not be vulnerable, susceptible or open to outside infiltration, exploitation, hacking or breach from third parties, outside entities or sources. Client is solely responsible for the security of Client's System and JACOBS' services do not in any way relieve the Client of any responsibility for the protection, firewalling and/or overall security of the Client's System. JACOBS shall have no responsibility or liability for the security of Client's System and Client shall indemnify and hold JACOBS harmless for any claims, liability, actions, damages, expenses, and/or costs of any kind associated with any actual or alleged infiltration, data loss, data corruption, exploitation, hacking or breach of Client's System at any time regardless of the source or cause thereof.

Schedule

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

Compensation

Compensation for the services authorized under this task order Addendum 1 in the amount of $115,164 will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized below by task. The total cost of the original fee and this Addendum 1 is $490,120.

Task	Original Hours	Original Fee	Addendum 1 Hours	Addendum 1 Fee	Total Fee including Addendum 1
TASK 1 - Project Management, Engineering and Operations Support	828	$124,276	0	$0	$124,276
TASK 2 - SCADA, Process Control Systems and Instrumentation Support	1,320	$238,680	700	$115,164	$353,844
EXPENSES & SUBCONSULTANTS	N/A	$12,000	0	$0	$12,000
Grand Total	2,148	$374,956	700	$115,164	$490,120

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

Attachments

Attachment A –Per Diem Rates Schedule

Acceptance

This Task Order Addendum 1 shall become part of the Agreement upon execution by both parties.

Approved for City of Cocoa	Accepted for JACOBS Engineering Group
By _____	By _____ Francois Didier Menard
Title _____	Title Vice President
Date _____	Date May 12, 2022

Task Order 2022-17 Addendum 1: FY 2022 Engineering Services for the Water System Program Management Services - Water Supply and Water Treatment Support

	Hours								
	Task 1	Task 2	Original Task Order	Original Task Order	Addendum 1 Task 1	Addendum 1 Task 2	Change Order 1		Amended Task Order
Per Diem Schedule Description	Hours		Total Hours	Amount	Hours	Hours	Amount	Rate	Amount
Principal/Senior Reviewer/Consultant/Senior Project Manager	16	20	36	$ 8,460.00	0	0	$ -	$ 235.00	$ 8,460.00
Senior Professional Engineer/Scientist/Consultant	60	180	240	$ 52,320.00	0	96	$ 20,928.00	$ 218.00	$ 73,248.00
Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	80	280	360	$ 71,640.00	0	0	$ -	$ 199.00	$ 71,640.00
Professional Engineer/Scientist/Consultant/Project Manager	24	780	804	$ 135,876.00	0	444	$ 75,036.00	$ 169.00	$ 210,912.00
Junior Professional Engineer/Scientist/Consultant	540	0	540	$ 76,680.00	0	0	$ -	$ 142.00	$ 76,680.00
Project Engineer/Scientist/Consultant	0	60	60	$ 7,200.00	0	160	$ 19,200.00	$ 120.00	$ 26,400.00
Junior Project Engineer/Scientist/Consultant	40	0	40	$ 4,400.00	0	0	$ -	$ 110.00	$ 4,400.00
Engineering Intern	60	0	60	$ 5,700.00	0	0	$ -	$ 95.00	$ 5,700.00
Office/Project Administration	8	0	8	$ 680.00	0	0	$ -	$ 85.00	$ 680.00
Hours Subtotals:	**828**	**1,320**	**2,148**		**0**	**700**			
Labor Subtotals:	**$ 124,276.00**	**$ 238,680.00**		**$ 362,956.00**	**$ -**	**$ 115,164.00**	**$ 115,164.00**		**$ 478,120.00**
Expenses:				$ 12,000.00			$ -		$ 12,000.00
Task Total:	**$ 124,276.00**	**$ 238,680.00**		**$ 374,956.00**			**$ 115,164.00**		**$ 490,120.00**

Task Key
Task 1 - PROJ MGT, ENG, AND OPERATIONS SUPPORT
Task 2 - SCADA, PROCESS CONTROL SYSTEMS AND INSTRUMENTATION SUPPORT

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

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

Notes:

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

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

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

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

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

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

Task Order Request Form

P-Form 2021.09 Revised 08/17/2021

Continuing Engineering Services for the Water System	2022-17.1
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 05/27/22 City Bid Number: RFQ-20-03-COC AMOUNT: $ 374,956.00

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

Dept. Number/Division Name: 4020 Utilities/Dyal

Project Name: Project Management & SCADA Project Number:

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

AMENDMENT

Amendment to Original Task Order No. : 2022-17 Requested Amendment Amount: $ 115,164.00

Original Task Order Amount: $ 374,956.00 Total Revised Amount including all Amendments: $ 490,120.00

Total number of Amendments including this one: 1

Scope of Services; Justification for Amendment

Task Order #2021-17 with Jacobs Engineering, Inc. provides the Dyal Water Treatment Plant (WTP) with consulting engineering support services under two tasks. Task #1 provides Program Management/Administration, Design Management, Construction Project Support Services, and Task #2 provides services for the Supervisory Command and Data Acquisition (SCADA) support services.

Additional SCADA support under Task #2 is required for FY22. The scope of work requested was not originally budgeted and includes updating the Siemens Programmable Logic Control (PLC) software to the latest version, automating the High Service Pump (HSP) controls to provide a constant water distribution pressure, and updating the Computerized Maintenance Management System (CMMS).

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

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

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

Requestor Department Director

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

Task Order : ☑ Approved ☐ Disapproved Refer to this Task # on all documentation:

Council Approval Required: ☐ YES ☐ NO

Reason Disapproved:

Purchasing & Contracts Division Manager City Manager (Purchases not to exceed $50K)

Mayor (Purchases that exceed $50K)

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

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

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

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

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

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

Legislation Details (With Text)

File #:	22-332	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	6/2/2022			**In control:**	City Council
On agenda:	7/12/2022			**Final action:**	
Title:	Approve the 1st Amendment to Piggyback Contract (PGB-B-7-21-86) with Municipal Corporation and Frontline Fire Protection, LLC dba ATP Fire, 215 West Drive, Melbourne, FL 32904. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PARTIALLY EXECUTED ATP Fire 1st Amendment (003).pdf FULLY EXECUTED Standard Form for New Piggyback Contract No B 7-21-86.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 2, 2022
Agenda Date: July 12, 2022
Prepared By: Sean McFarland, Water Treatment Manager
Through: John “Jack” A. Walsh, P.E., Utilities Director

Requested Action:
To Approve the 1st Amendment to Piggyback Contract (PGB-B-7-21-86) with Municipal Corporation and Frontline Fire Protection, LLC dba ATP Fire, 215 West Drive, Melbourne, FL 32904

BACKGROUND:

The Dyal WTP owns and operates the Wewahootee raw water pump station, water treatment plant, three remote storage facilities, and an elevated tank that supplies potable water for the City of Cocoa utility customers. Additionally, the Dyal WTP operates multiple work vehicles used to complete daily work assignments.

The Dyal WTP currently owns a total of 143 fire extinguishers between the aforementioned facilities and vehicles. As required by law, the fire extinguishers must be inspected and certified on an annual basis to ensure proper functionality.

When the current approved service agreement with ATP Fire was presented by the City’s Public Works Department, the Dyal WTP fire extinguishers were not included in the original agreement. To add service for the Dyal WTP fire extinguishers, the cost would exceed the current purchasing threshold established by the current City of Cocoa Piggyback Contract with ATP Fire (not to exceed $10,000 per fiscal year). The total cost to maintain the Dyal WTP fire extinguishers exceeds the $10,000 purchasing limit and is within the City Manager’s signing authority. This amendment would

remove the original not-to-exceed amount of $10,000 thus allowing for the inclusion of all fire extinguishers owned by the Dyal WTP in the service contract. It is anticipated that a total of $14,000 will be spent on this contract each fiscal year however additional services may be ordered within the City Managers signing authority.

Staff recommends the approval of Amendment #1 to add Dyal WTP fire extinguishers to the City's existing contract with ATP Fire.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	
Amount Requested	$4,000
Account Number	421-4020-536-46-00
Account Name	Repair and Maintenance

PREVIOUS ACTION:

On October 12,2021 Council approved a Consent Agenda entering into a multi-year piggyback agreement for an initial 3-year term with two 1-year renewals with Frontline Fire Protection Systems, LLC dba ATP Fire utilizing Brevard County Contract B#7-21-86 for on-demand fire extinguisher services. Authorized the City Manager to sign the contract(s) and renewal(s) for each subsequent fiscal year (21-656).

RECOMMENDED MOTION:

To Approve the 1st Amendment to Piggyback Contract (PGB-B-7-21-86) with Municipal Corporation and Frontline Fire Protection, LLC dba ATP Fire, 215 West Drive, Melbourne, FL 32904

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Fax: (321) 433-8860

City of Cocoa
AMENDMENT TO PIGGYBACK AGREEMENT
PGB-B-7-21-86
1st AMENDMENT

This FIRST Amendment to the Piggyback Agreement Between the City of Cocoa, a Florida Municipal Corporation and Frontline Fire Protection, LLC dba ATP Fire, 215 West Drive, Melbourne, FL 32904 entered on October 12, 2021, for Fire Extinguisher Services has been agreed to as follows.

The City elects to remove the not to exceed limit of Ten Thousand Dollars ($10,000) per fiscal year specified in the Piggyback Agreement. The City may utilize this Piggyback Agreement to purchase Fire Extinguisher Services without a per year fiscal limitation and in accordance with the unit prices contained in the Original Government Contract. Each purchase order shall be approved by the Cocoa City Council or the City Manager in accordance with the City Manager's signing authority. All purchase orders will be issued in accordance with the City's financial policy and procedures.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of the Amendment.

ATP FIRE	**CITY OF COCOA**
By: Matthew T. Cronin	**By:** Michael C. Blake
(Print Name)	(Print Name)
President	Mayor
(Title)	(Title)
5/20/22	
Signature / Date	Signature / Date

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing / Contracts Division Manager

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Frontline Fire Protection, LLC dba ATP Fire, 215 West Drive, Melbourne, FL 32904 (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with Brevard County Purchasing Services - Florida), said contract being identified as: Fire Extinguisher Services, Contract No. B 7-21-86. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Fire Extinguisher Services (see attached as Exhibit A – original contract).

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and Frontline Fire Protection, LLC dba ATP Fire. The term of said agreement shall be for the period effective date of signature of City Mayor through 09/19/24, with the renewal option of two (2) one-year renewals at the sole discretion of the contract owner, Brevard County Purchasing Services - FL.

The City of Cocoa intends to utilize said agreement for Fiscal Years FY22, FY23 and FY24 and shall not exceed the budgeted amount of $10,000.00, Per FY, any change orders to this amount must be approved by City Manager.

a. Insurance Requirements (As Applicable):

Liability Insurance

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

a. Any other provisions that will be modified:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B)** in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

b. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

c. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

d. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

e. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

f. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

VENDOR:

Frontline Fire Protection Systems, LLC dba ATP Fire
Attn: Matthew Cronin
215 West Drive
Melbourne, FL 32904
Phone: (321)-616-3521
Email: mcronin@atpalarms.com

Frontline Fire Protection Systems, LLC dba ATP Fire

Entered this _____ day of _____

MATTHEW T. CRONIN, PRESIDENT

(Print Name / Title)

(Signature)

9/27/21

(Date)

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

CITY OF COCOA

By: N/A

Date: _____

(Stockton Whitten, City Manager)

City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: _____

Date: 10-12-2021

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

_____

Attested By: City Clerk

CORPORATE SEAL FLORIDA

Legislation Details (With Text)

File #:	22-334	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	6/2/2022			**In control:**	City Council
On agenda:	7/12/2022			**Final action:**	
Title:	Approve a Resolution Amending the FY22 Budget, BAF 22-096-T for Transfer of Funds from the Dyal Water Treatment Plant (WTP) Repair and Maintenance Account 421-4020-536.46-00 to the Operating Supplies Account 421-4020-536.52-00. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2022- ADA Compliant.pdf BAF 22-096-T-UT-Instrumentation Tech tools and SCADA (07-12-22) Agenda 22-334.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 30, 2022
Agenda Date: July 12, 2022
Prepared By: Sean McFarland, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director

REQUESTED ACTION:

To Approve a Resolution Amending the FY22 Budget, BAF 22-096-T for Transfer of Funds from the Dyal Water Treatment Plant (WTP) Repair and Maintenance Account 421-4020-536.46-00 to the Operating Supplies Account 421-4020-536.52-00.

BACKGROUND:

The Dyal WTP has incurred unanticipated operating supply expenses related to ongoing SCADA system upgrades and supply chain increases. All expenses have been reviewed and approved by Dyal WTP management and have been deemed necessary for continued normal operation. The revised budget of $287,079 has been exceeded and a transfer of $100,000 is required for the remainder of FY22. Since the necessary funds exceeds the City Manager signing authority, City Council approval is required.

Staff requests the transfer of unencumbered funds ($100,000) from (421-4020-536.46-00) into the Operating Supplies account (421-4020-536.52-00) which will allow for sufficient funds in the Operating Supplies account through the end of FY22.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes, BAF #22-096-T
Transfer from:	
Amount Requested:	$100,000.00
Account Number:	421-4020-536.46-00
Account Name:	Repair and Maintenance
Transfer to:	
Amount Requested:	$100,000.00
Account Number:	421-4020-536.52-00
Account Name:	Operating Supplies

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve a Resolution Amending the FY22 Budget, BAF 22-096-T for Transfer of Funds from the Dyal Water Treatment Plant (WTP) Repair and Maintenance Account 421-4020-536.46-00 to the Operating Supplies Account 421-4020-536.52-00.

powered by Legistar™

RESOLUTION NO. 2022-057

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2022; 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, 2021, and ending on September 30, 2022, at a Regular meeting held on September 28, 2021; 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 2021-2022 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 12th day of July, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2022 - 22-096-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4020 | DATE PREPARED: 06/01/22

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 100,000)	421-4020-536.46-00		Repairs and maintenance	$ 2,698,547	$ 2,630,924	$ 2,530,924	$ 998,072
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 100,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 100,000	421-4020-536.52-00		Water Sewer / Operating Supplies	$ 251,200	$ 287,079	$ 387,079	$ 6,925
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 100,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Two new Instrument Tech positions were created in the FY 2022 budget for the Dyal WTP. Multiple hand tools and electronic tools were needed to outfit the two new Instrument Tech positions. Additionally, the SCADA group has been performing upgrades as well as purchasing new screens for the other divisions in the Dyal WTP. This budget transfer should be suffice until the end of FY 2022.Agenda 22-334.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 07/12/22 *RESOLUTION #:* 2022-057

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

6/1/22	Sean McFarland Digitally signed by Sean McFarland Date: 2022.06.01 12:13:31 -04'00'	6/2/22	Colleen Campbell Digitally signed by Colleen Campbell Date: 2022.06.02 11:43:46 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2022.06.02 09:42:42 -04'00'		Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2022.06.27 14:33:44 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Legislation Details (With Text)

File #:	22-356	**Version:** 1	**Name:**		
Type:	Resolution		**Status:**	Consent Agenda	
File created:	6/13/2022		**In control:**	City Council	
On agenda:	7/12/2022		**Final action:**		
Title:	Approve a Resolution Amending the FY2022 Budget, BAF #22-099-T for use of salary, and BAF #22-101-T for use of contingency funds to cover final quarterly invoice for the City's Property, Liability, and Auto insurance with Florida Municipal Insurance Trust. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:	FMIT INVOICE INV-35852-G5W8.pdf Budget Resolution FY 2022- ADA Compliant.pdf BAF 22-099-T-UT-Final FMIT Invoice (7-12-22) Agenda 22-356.pdf BAF 22-101-T-HR-Final FMIT Invoice (7-12-22) Agenda 22-356.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 13, 2022
Agenda Date: July 12, 2022
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve a Resolution Amending the FY2022 Budget, BAF #22-099-T for use of salary, and BAF #22-101-T for use of contingency funds to cover final quarterly invoice for the City's Property, Liability, and Auto insurance with Florida Municipal Insurance Trust.

BACKGROUND:

On September 14, 2021, City Council approved agenda item #21-591 for the renewal of the City's Property, Liability, and Automobile insurance with Florida Municipal Insurance Trust. At that time, the renewal was higher than what was included in the proposed Fiscal Year 2022 but it was too late to modify the pending budget. Additionally, the property insurance premium was increased mid-year due to additional property added.

The City has now received the final quarterly installment invoice and Staff has calculated the budget needed to cover the insurance expenses. Staff is requesting City Council approval to amend the FY2022 budget by transferring $33,693 from General Fund Contingency and $82,865 from Water Sewer/Salaries. There was also a transfer needed in the Stormwater Fund for $641 but the transfer amount did not require City Council approval.

STRATEGIC PLAN CONNECTION:

The City's General Insurance Program through Florida League of Cities' Florida Municipal Insurance Trust helps provide Financial Stability to control expenses of our General Liability, Automobile Liability, and Property Insurance.

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes, BAF #22-099-T & 22-101-T
General Fund	
Amount Requested	($33,693)
Account Number	001-1600-513.39-00
Account Name	Finance/Administrative/Contingency
Amount Requested	$33,693
Account Number	001-1600-513.45-00
Account Name	Finance/Administrative/Insurance
Water Sewer Fund	
Amount Requested	($82,865)
Account Number	421-4055-536.12-00
Account Name	Water Sewer/Regular Salaries
Amount Requested	$82,865
Account Number	421-4010-536.45-00
Account Name	Water Sewer/Insurance

PREVIOUS ACTION:

At a regular City Council Meeting on September 14, 2021, Council approved a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2021 through September 30, 2022 with an estimated premium of $1,107,258.

RECOMMENDED MOTION:

Approve a Resolution Amending the FY2022 Budget, BAF #22-099-T for use of salary, and BAF #22-101-T for use of contingency funds to cover final quarterly invoice for the City's Property, Liability, and Auto insurance with Florida Municipal Insurance Trust.

FLORIDA MUNICIPAL INSURANCE TRUST

Florida Municipal Insurance Trust
Fourth Installment Billing - 21/22 Fund Year

FMIT # 0105 **Invoice Date:** 6/1/2022

Invoice ID #: INV-35852-G5W8 **Due Date:** 7/1/2022

Bank ACH: Capital City Bank
217 N. Monroe St.
Tallahassee, FL 32301

RTN#/ABA#: 063100688 ACCT#: 0032620701
Acct Type: Checking
Acct Name: Florida Municipal Insurance Trust

Please make check payable to:
Florida Municipal Insurance Trust
P.O. Box 1757
Tallahassee, FL 32302-1757

ATTN: Nicholas Stullenburger
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Policy Summary

	General Liability	Auto Liability	Auto Physical Damage	Property	Workers Compensation	Total
Gross Premium	$642,863.00	$139,355.00	$128,866.00	$415,963.00	$0.00	$1,327,047.00
Incentive Credit	($160,716.00)	$0.00	$0.00	$0.00	$0.00	($160,716.00)
Total Net Premium	**$482,147.00**	**$139,355.00**	**$128,866.00**	**$415,963.00**	**$0.00**	**$1,166,331.00**

Previous Activity

Previous Invoices	$870,655.50
Payment Received On 10/4/2021	($276,814.50)
Payment Received On 5/9/2022	($593,841.00)
Total Balance Forward	**$0.00**

Current Installment

Coverage	Premium	Incentive Credit	Total Net Premium
General Liability Coverage	$174,108.75	($53,572.00)	$120,536.75
Auto Liability Coverage	$34,569.00	$0.00	$34,569.00
Auto Physical Damage Coverage	$32,203.41	$0.00	$32,203.41
Property Coverage	$108,366.34	$0.00	$108,366.34
Total Installment Amount			**$295,675.50**

Total Due by 7/1/2022 **$295,675.50**

NOTE: Any change in premium from the previous installment is due to endorsement(s) to your policy. These endorsements are available to you on the FMIT website: http://insurance.flcities.com

Please see below for a copy of our Premium Installment Plan, Penalty Policy and ACH Instructions.

RECEIVED
By LLomonaco at 4:19 pm, Jun 03, 2022

***** Please return a copy of this invoice with your payment to the Tallahassee office or send ACH information, Invoice Number and Amount Paid in an email to AccountsReceivable@flcities.com.*****

PLEASE READ THIS PAGE CAREFULLY

NO COVERAGES, TERMS OR CONDITIONS ARE TO BE ASSUMED

All Trust Programs are Non-Assessable

Terms of this Agreement:

Premiums shown are subject to year-end audit adjustments

All coverages provided by the Florida Municipal Insurance Trust are on an occurrence format. The Florida Municipal Insurance Trust does not automatically include prior acts (tail) coverage.

2021 / 22 PREMIUM INSTALLMENT PLAN

First Installment	Second Installment	Third Installment	Fourth Installment
25% minimum due October 1, 2021	25% minimum due January 1, 2022	25% minimum due April 1, 2022	25% minimum due July 1, 2022

NOTE: If the total net premium is under $6,000.00 the installment provision does not apply

Payment is to be forwarded to the League Office in Tallahassee.

For any other coverages, the premium is billed by the Florida League of Cities and due in full at inception, regardless of the size of the premium

Forty-five (45) Days Notice of Cancellation and Non-Renewal

Ten (10) Days Notice of Cancellation for Non-Payment of Premium

Note: Coverage summaries provided herein are intended as an outline of coverage only and are necessarily brief. In the event of loss, all terms, conditions, and exclusions of actual Agreement and / or policies will apply.

Florida Municipal Insurance Trust (FMIT)

ACH instructions to remit payment to FMIT

Bank:	Capital City Bank 217 N. Monroe St. Tallahassee, FL 32301
RTN#/ABA#:	063100688
ACCT#:	0032620701
Acct Type:	Checking
Acct Name:	Florida Municipal Insurance Trust

Payments for insurance deductibles cannot be made via ACH. Deductible payments should be made by check and mailed to the Florida League of Cities Orlando office. If you have questions, contact the person whose name is listed on the deductible invoice.

Please note: When making ACH payments to the FMIT, email the invoice number, payment amount, and a copy of the invoice for which the payment applies to: accountsreceivable@flcities.com. (A PDF image of the invoice is preferred.) This information will ensure that the funds are applied to your account in a timely manner.

For questions regarding ACH payments, please contact Mona Davis, Accountant I, for the Florida Municipal Insurance Trust, at (850) 701-3016 or mdavis@flcities.com.

RESOLUTION NO. 2022-061

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2022; 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, 2021, and ending on September 30, 2022, at a Regular meeting held on September 28, 2021; 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 2021-2022 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 12th day of July, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2022 - 22-099-T

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1801 | DATE PREPARED: 06/10/22

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 82,865)	421-4055-536.12-00		Water Sewer/Regular Salaries	$ 767,585	$ 1,074,946	$ 992,081	$ 715,791
$ 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
($ 82,865)	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 82,865	421-4010-536.45-00		Water Sewer/Insurance	$ 537,742	$ 537,742	$ 620,607	$ 73,396
$ 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
$ 82,865	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

FMIT actual renewal was higher than anticipated in the FY2022 Approved Budget. Need to do a transfer to cover final invoice. City Council Meeting 7/12/2022, Agenda #22-356.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) **DATE APPROVED:** 07/12/22 **RESOLUTION #:** 2022-061

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

6/13/22	Tammy Gemmati — Digitally signed by Tammy Gemmati Date: 2022.06.13 10:26:19 -04'00'	6/13/22	Colleen Campbell — Digitally signed by Colleen Campbell Date: 2022.06.13 11:52:22 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	John "Jack" Walsh — Digitally signed by John "Jack" Walsh Date: 2022.06.13 10:42:46 -04'00'	6/14/22	Lora Howell — Digitally signed by Lora Howell Date: 2022.06.14 08:25:19 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2022 - 22-101-T

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1801 | DATE PREPARED: 06/10/22

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 33,693)	001-1600-513.39-00		Finance/Administrative/Contingency	$ 219,946	$ 87,346	$ 53,653	$ 87,346
$ 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
($ 33,693)	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 33,693	001-1600-513.45-00		Finance/Administrative/Insurance	$ 514,836	$ 514,836	$ 548,529	$ 102,515
$ 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
$ 33,693	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

FMIT actual renewal was higher than anticipated in the FY2022 Approved Budget. Need to do a transfer to cover final invoice. City Council Meeting 7/12/2022, Agenda #22-356.

Council/Board APPROVAL REQUIRED? *YES* (●) ***NO*** ( ) **DATE APPROVED:** 07/12/22 **RESOLUTION #:** 2022-061

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

6/13/22	Tammy Gemmati — Digitally signed by Tammy Gemmati Date: 2022.06.13 10:27:30 -04'00'	6/13/22	Colleen Campbell — Digitally signed by Colleen Campbell Date: 2022.06.13 11:54:48 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
6/13/22	Tammy Gemmati — Digitally signed by Tammy Gemmati Date: 2022.06.13 10:27:55 -04'00'	6/7/22	Lora Howell — Digitally signed by Lora Howell Date: 2022.06.14 08:23:24 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Legislation Details (With Text)

File #:	22-357	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	6/13/2022			**In control:**	City Council
On agenda:	7/12/2022			**Final action:**	
Title:	Approve a Change Order in the amount of $4,173.00 to the Purchase Order issued to Granite In-liner LLC to reline a pipe related to the Cured-In-Place Pipe Lining Program. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Piggyback Agreement Approval by Council October 27, 2020 Page 2.pdf City of Cocoa - Proposal REV3 09.27.2021.pdf City of Cocoa - FY21 CIPP Lining 6-9-22.pdf Granite INliner COI 10-1-22.pdf Req#44772 CO#1 to PO#78964.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 13, 2022
Agenda Date: July 12, 2022
Prepared By: Abigail Morgan, P.E., Public Works Assistant City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve a Change Order in the amount of $4,173.00 to the Purchase Order issued to Granite In-liner LLC to reline a pipe related to the Cured-In-Place Pipe Lining Program.

BACKGROUND:

The City's drainage system is comprised of inlets, curbs, concrete and metal pipes, as well as open swales and ditches. Due to material interactions and soil conditions, over time metal pipe corrodes and soil enters the pipe, impeding stormwater flows. This can cause potential flooding and create subsidence issues.

The Cured-In-Place Pipe Lining process is a technique that involves installing a resin liner into the pipe, filling it with hot water that expands the liner and molds it to the inside of the pipe and cures it. This technique allows the pipe to be repaired without excavation for replacement, thus minimizing disruptions to residents and traffic.

On October 12, 2021, City Council approved the renewal of the co-operative purchasing agreement with Granite In-liner in the amount of $146,070, plus a contingency of $3,930 for a total of $150,000 for FY22. While performing the cleaning of a pipe, the Granite survey crew found a discrepancy in

pipe size for the line segment on S Wilson Ave just south of Barbara Jenkins. The increase in pipe size called for a higher priced contract line item. The revised invoice indicated a total cost of $150,243.00. This cost exceeds the approved amount of $150,000.00. Thus, there needs to be a Change Order to the original PO.

STRATEGIC PLAN CONNECTION:

Objective 6.1.2: Maintenance and Operation of Public Stormwater Facilities. The City shall ensure that all stormwater management systems under the City's authority receive the proper levels of operation and maintenance necessary for the effective accomplishment of their intended water management functions.

BUDGETARY IMPACT:

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

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

Change Order Amount $ 4,173.00

Original Purchase Order _
Original P.O. Amount $146,070.00
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date None
Total amount in change orders to date $0.00

PREVIOUS ACTION:

On October 12, 2021, City Council approved the renewal of the co-operative purchasing agreement with Granite In-liner (formally Layne In-Liner LLC) in the amount of $146,070, plus a contingency of $3,930 for a total of $150,000 for FY22.

RECOMMENDED MOTION:

Approve a Change Order in the amount of $4,173.00 to the Purchase Order issued to Granite In-liner LLC to reline a pipe related to the Cured-In-Place Pipe Lining Program.

1. Approve Task Order 2021-13 with Jacobs Engineering Group (Jacobs) to Provide Program Management/Administration, Design Management and Construction Project Support Services for Operating Revenue (OR) funded Cocoa Utilities Capital Improvement Plan (CIP) Program Projects Related to Water Supply and Water Treatment in the amount of $374,708 (20-585). (Utilities Director)

   - **Approved. Task Order to be executed and distributed as necessary.**

2. Approve a Piggyback Contract Agreement utilizing Palm Coast contract RFSQ-CD-20-31 with Connect Consulting, Inc. (CCI), High Springs, Florida for Professional Hydrogeological Services, Project No. WS1106 in an Amount Not to Exceed of $250,000 for FY 2021. Authorize the City Manager to Approve any Subsequent Annual Renewals under the above Palm Coast contract, not to exceed three one-year renewals with a Limited Renewal Amount of $250,000 for Each Fiscal Year Pending Palm Coast's Renewal of the Contract; Authorize the City Manager to Approve Task Orders Under this Contract. (20-613). (Utilities Director)

   - **Approved.**

~~3. Approve the Seventh Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, effective October 1, 2020 through September 30, 2021. (20-680). (Utilities Director)~~

   - **This item was moved to City Business VIII.6.**

4. Approve entering into a co-operative purchasing agreement with Granite Inliner (formally Layne In-Liner LLC) in the amount of $71,578.00 and a Resolution for a 10% contingency of $7,157.80 for a total of $78,735.80, using Polk County Bid 20-577 approved April 22, 2020 through May 31, 2021, to reline the stormwater pipe on Wilson Ave. Approve City Manager authority to issue the related purchase order and any use of contingency. Approve a Resolution Amending the FY21 Budget, BAF# 21-010-T. (20-696). (Public Works Director)

   - **Approved. Resolutions and Budget Amendment to be executed and distributed as necessary.**

Granite Inliner
2531 Jewett Lane
Sanford, FL 32771

T 407.472.0014
graniteconstruction.com

PROPOSAL

DATE: **September 30, 2021**

SUBMITTED TO: **City of Cocoa**
Public Works Department
155 N. Wilson Avenue
Cocoa, FL 32922
Attn: Charles Wines
Stormwater, Street Supervisor

JOB LOCATION: Barbara Jenkins, Pineda St, School St, Michigan Ave, Muskingum Ave, and Wilson Ave - Cocoa

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of

One Hundred Forty-Six Thousand Seventy dollars and no cents ($146,070.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty days.

We hereby submit specifications and estimates as follows:
Granite Inliner shall supply all equipment, materials, and labor to perform work as follows:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
Item #3 – Furnish/Install 18" CIPP Lining (9mm)	80	LF	$53.00	$4,240.00
Item #5 – Furnish/Install 24" CIPP Lining (10.5mm)	279	LF	$77.00	$21,483.00
Item #9 – Furnish and Install 36" CIPP Lining (12mm)	248	LF	$134.00	$33,232.00
Item #10 – 36" CIPP Thickness Variance 1.5mm	382	LF	$1.50	$573.00
Item #13 – Furnish and Install 48" CIPP Lining (19.5mm)	107	LF	$206.00	$22,042.00
Item #21 – Mobilization	1	LS	$15,500.00	$15,500.00
Item #22 – Maintenance of Traffic	1	LS	$11,500.00	$11,500.00
Item #23 – Dewatering and Pipe Cleaning	1	LS	$37,500.00	$37,500.00
			TOTAL	$146,070.00

NOTES:
1. Proposal based on unit pricing contained in contract between Granite Inliner and Polk County, Contract #20-577.
2. Inliner to be installed as per ASTM and manufacturer's specifications.
3. This proposal subject to pre-TV inspection by Granite Inliner, indicating that the line conditions are acceptable for installation of Inliner.
4. Price quoted does not include point repairs, if required, prior to installing Inliner.
5. Granite Inliner shall furnish the City of Cocoa with a final inspection CD of the rehabilitated storm sewer lines.
6. Proposal does not include bonds or permit fees. Bonds if required will be invoiced at 2% of the total. Permit fees, if any, will be invoiced at cost.

Signature _____
Matt Blais, Project Manager

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____

Granite Inliner
2531 Jewett Lane
Sanford, FL 32771

T 407.472.0014
graniteconstruction.com

REVISED PROPOSAL

DATE: **June 9, 2022**

SUBMITTED TO: **City of Cocoa**
Public Works Department
155 N. Wilson Avenue
Cocoa, FL 32922
Attn: Charles Wines
Stormwater, Street Supervisor

JOB LOCATION: Barbara Jenkins, Pineda St, School St, Michigan Ave, Muskingum Ave, and Wilson Ave - Cocoa

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of

One Hundred Fifty Thousand Two Hundred Forty-Three dollars and no cents ($150,243.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty days.

We hereby submit specifications and estimates as follows:
Granite Inliner shall supply all equipment, materials, and labor to install Inliner™ as follows:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
Item #3 – Furnish/Install 18" CIPP Lining (9mm)	80	LF	$53.00	$4,240.00
Item #5 – Furnish/Install 24" CIPP Lining (10.5mm)	279	LF	$77.00	$21,483.00
Item #9 – Furnish and Install 36" CIPP Lining (12mm)	248	LF	$134.00	$33,232.00
Item #10 – 36" CIPP Thickness Variance 1.5mm	382	LF	$1.50	$573.00
~~Item #13 – Furnish and Install 48" CIPP Lining (19.5mm)~~	~~107~~	~~LF~~	~~$206.00~~	~~$22,042.00~~
Item #15 – Furnish and Install 54" CIPP Lining (27.0mm)	107	LF	$260.00	$27,820.00
Item #16 – 54" CIPP Thickness Variance 1.5mm	-321	LF	$(5.00)	$(1,605.00)
Item #21 – Mobilization	1	LS	$15,500.00	$15,500.00
Item #22 – Maintenance of Traffic	1	LS	$11,500.00	$11,500.00
Item #23 – Dewatering and Pipe Cleaning	1	LS	$37,500.00	$37,500.00
			TOTAL	$150,243.00

NOTES:
1. Proposal based on unit pricing contained in contract between Granite Inliner and Polk County, Contract #20-577.
2. Inliner to be installed as per ASTM and manufacturer's specifications.
3. This proposal subject to pre-TV inspection by Granite Inliner, indicating that the line conditions are acceptable for installation of Inliner.
4. Price quoted does not include point repairs, if required, prior to installing Inliner.
5. Granite Inliner shall furnish the City of Cocoa with a final inspection CD of the rehabilitated storm sewer lines.

Signature Christopher Hee
Christopher Hee, Project Manager

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/30/2021

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

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

PRODUCER LIC #0C36861 1-415-403-1491 Alliant Insurance Services, Inc. 100 Pine Street, 11th Floor San Francisco, CA 94111	CONTACT NAME: Kimberly Leikam PHONE (A/C, No, Ext): 415-403-1491 FAX (A/C, No): 415-874-4818 E-MAIL ADDRESS: kleikam@alliant.com
INSURED Granite Inliner, LLC 585 West Beach Street Watsonville, CA 95076	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : VALLEY FORGE INS CO — 20508 INSURER B : TRANSPORTATION INS CO — 20494 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 63405577 **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	X	X	GL2074978689	10/01/20	10/01/23	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
	X XCU						MED EXP (Any one person)	$ Nil
	X Contractual Liability						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	BUA2074978692	10/01/20	10/01/23	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	WC274978630 (CA)	10/01/21	10/01/22	X PER STATUTE / OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N		X	WC274978658 (NY)	10/01/21	10/01/22	E.L. EACH ACCIDENT	$ 2,000,000
A	(Mandatory in NH)		X	WC274978644 (AOS/StopGap)	10/01/21	10/01/22	E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC274978661 (MT,WI,HI)	10/01/21	10/01/22	E.L. DISEASE - POLICY LIMIT	$ 2,000,000

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

GL Per ISO Form CG 0001 10/01; AL Per ISO Form CA0001 10/13

CERTIFICATE HOLDER

CITY OF COCOA

65 STONE STREET

COCOA, FL 32926 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
09/30/2021

NAME OF INSURED: Granite Inliner, LLC

The named insured reserves its rights to provide any additional coverages under the policies above to only those expressly negotiated for by contract.

BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS – WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows:

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.)

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

A. **Section II - Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and

2. The particular person or organization, if any, scheduled above.

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or

b. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:

(1) The "written contract" requires you to provide the additional insured such coverage; and

(2) This Coverage Part provides such coverage.

2. If the "written contract" specifically requires you to provide additional insurance coverage via the 10/01 edition of CG2010 (aka CG 20 10 10 01), or via the 10/01 edition of CG2037 (aka CG 20 37 10 01), or via the 11/85 edition of CG2010 (aka CG 20 10 11 85), then in paragraph **B.1.** above, the words 'caused in whole or in part by' are replaced by the words 'arising out of'.

3. We will not provide the additional insured any broader coverage or any higher limit of insurance than:

a. The maximum permitted by law;

b. That required by the "written contract";

c. That described in **B.1.** above; or

d. That afforded to you under this policy,

whichever is less.

4. Notwithstanding anything to the contrary in Condition **4. Other Insurance** (Section **IV**), this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or

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any other basis. But if required by the "written contract" to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:

a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities; or

b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

(1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;

(2) Except as provided in Paragraph **B.4.** of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;

(3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and

(4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision **(4)** does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and

2. Was executed prior to:

a. The "bodily injury" or "property damage"; or

b. The offense that caused the "personal and advertising injury,"

for which the additional insured seeks coverage under this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Waiver of Transfer of Rights of Recovery Against Others to Us

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

Under SECTION **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS, The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must Be Completed	
ENDT. NO.	POLICY NO.
26	GL 2074978689

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO:	EFFECTIVE DATE OF THIS ENDORSEMENT:
Granite Construction Incorporated	10/01/20

POLICY NUMBER: GL2074978689
EFFECTIVE: 10/01/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – NOTICE OF CANCELLATION OR MATERIAL COVERAGE CHANGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims), we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

1. Name: Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.

2. Address: Per Certificates of Insurance on file with the broker.

3. Number of days advance notice:

For non-payment of premium, the greater of:
- the number of days required by state statute or
- the number of days required by written contract

For any other reason, the lesser of:
- 60 days or
- the number of days required in a written contract

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
Any person or organization whom the named insured is required by written contract to add as an additional insured on this policy.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** – LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.

2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

Policy No: BUA2074978692
Endorsement No:
Effective Date: 10/01/2020

Insured Name: Granite Construction Incorporated

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Granite Construction Incorporated

Endorsement Effective Date: 10/01/2020

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Notice of Cancellation or Material Change – Designated Person or Organization

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

1. Name: Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.

2. Address: Per Certificates of Insurance on file with the broker.

3. Number of days advance notice:

   For non-payment of premium, the greater of:
   - the number of days required by state statute or
   - the number of days required by written contract

   For any other reason, the lesser of:
   - 60 days or
   - the number of days required in a written contract

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must Be Completed	
ENDT. NO.	POLICY NO.
19	BUA 2074978692

Complete Only When This Endorsement Is Not Prepared With the Policy Or Is Not to be Effective with the Policy	
ISSUED TO:	EFFECTIVE DATE OF THIS ENDORSEMENT
Granite Construction Company	**10/01/2020**

CNA

Countersigned by _____
Authorized Representative

EA/M19BB18

G-39543A

CNA

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice:

   For non-payment of premium, the greater of:
   - the number of days required by state statute or
   - the number of days required by written contract

   For any other reason, the lesser of:
   - 60 days or
   - the number of days required in a written contract

2. Notice will be mailed to:

   Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.

   Address: Per Certificates of Insurance on file with the broker

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10-1-21

Policy No. WC274978630 Valley Forge Insurance Company
WC274978644 Valley Forge Insurance Company
WC274978658 Transportation Insurance Company
WC274978661 Transportation Insurance Company

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHERE REQUIRED BY AN EXECUTED WRITTEN CONTRACT IN ALL STATES WHERE APPLICABLE.

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS – CALIFORNIA

This endorsement changes the policy to which it is attached.
It is agreed that Part One - Workers' Compensation Insurance G. Recovery From Others and Part Two - Employers' Liability Insurance H. Recovery From Others are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations
The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is N/A.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

This endorsement changes the policy to which it is attached effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2021 Policy No. WC274978644 Valley Forge Insurance Co.
WC274978658 Transportation Insurance Co.
WC274978661 Transportation Insurance Co.
WC274978630 Valley Forge Insurance Co.
Endorsement No. 000

Insured Granite Construction Incorporated

Premium $

Countersigned by _____

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CHANGE ORDER REQUEST FORM

SELECT CHANGE ORDER TYPE:

- ☑ GENERAL
- ☐ CONSTRUCTION----------Assigned Project # Required:
- ☐ CONSTRUCTION CONTINGENCY----Resolution # Required:
  Amount Approved: _____ Balance Remaining:
- ☐ TASK ORDER ----------Assigned Task Order # Required:
- ☐ TASK ORDER AMENDMENT-------Amendment # Required:

Date: 06/10/22 **New Requ #:** 44772 **Change Requisition Number #** 1

Name of Requestor completing this form: J.Z. Zurinsky

Original Purchase Order Amount	$ 146,070.00
Change Order # 1 Amount	4,173.00
Change Order # 2 Amount	
Change Order # 3 Amount	
Change Order # 4 Amount	
Change Order # 5 Amount	
Change Order # 6 Amount	
Change Order # 7 Amount	
Change Order # 8 Amount	
New Purchase Order Amount	$ 150,243.00

Vendor Name	Original Requisition Number	PO Number	Original PO Amount
Granite Inliner	43529	78964	$ 146,070.00

REASON FOR CHANGE (Click box(s) to select):

- ☐ Correct Freight Cost
- ☐ Correct Unit Cost
- ☐ Correct Account
- ☐ Correct Qty Ordered
- ☑ Add Line Item
- ☐ Cancel Line Item
- ☑ Add Additional Money
- ☐ Add/Delete/Change Project #
- ☐ Liquidate Money
- ☐ Cancel Entire PO
- ☐ Other-Explain:

Please make correction(s) to original PO as listed below:

Original PO Line #	Quantity	UM	Description	Account Number	Project Number	Unit Cost	Extended Cost
1	4,173.00	sum	CO#1 to PO#78964 for additional work.	423-3570-538-63.00		1.0000	$ 4,173.00
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -

THIS AMOUNT MUST BE LISTED AT THE TOP OF THIS FORM NEXT TO THE CORRESPONDING CHANGE ORDER #. **$ 4,173.00**

CHANGE ORDER REQUEST FORM - PAGE 2, JUSTIFICATION NOTE REQUIRED

Date: *06/09/22* **New Requ #:** **44772** ***Change Requisition Number #*** **1**

Change Order Justification:

Additional work for Pipe Lining on Barbara Jenkins, Pineda St. Scool St., Michigan Av., Muskingum Av., and Wilson Av.

*******Please be sure to save this Change Order Form as a PDF prior to inputting it into your requisition folder. *******

Legislation Details (With Text)

File #:	22-359	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	6/16/2022			**In control:**	City Council
On agenda:	7/12/2022			**Final action:**	
Title:	Approve a Budget Transfer (BAF 22-105-T) for Engineering Services related to the Rehabilitation of the City of Cocoa's Potable Water Elevated Storage Tank (DYET22); To Approve a Resolution Amending the FY2022 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-JACOBS 2022-23 $35056.00 - UT-ENGIN.pdf RFQ-20-03-COC AGREEMENT.pdf PROPOSAL-FULLY EXECUTED.pdf Budget Resolution FY 2022- ADA Compliant.pdf BAF 22-105-T-UT-Jacobs Eng-Elevated Tank Repair (7-12-22) Agenda 22-359.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 14, 2022
Agenda Date: July 12, 2022
Prepared By: Sean McFarland, Water Treatment Manager
Through: John "Jack" A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Budget Transfer (BAF 22-105-T) for Engineering Services related to the Rehabilitation of the City of Cocoa's Potable Water Elevated Storage Tank (DYET22); To Approve a Resolution Amending the FY2022 Budget

BACKGROUND:

The Elevated Tank Repairs Project (DYET22) was created in response to a recent inspection report for the City of Cocoa's 1.5-million-gallon elevated storage tank. The report indicated that the tank's coating system and various structural components require rehabilitation.

On May 5th, 2022, Task Order 2022-23 with Jacobs Engineering Group, Inc. was executed for engineering services related to the rehabilitation of the elevated storage tank. Under this task order, Jacobs will:

- Prepare a design package to rehabilitate the tank based on recommendations from a recent inspection report.
- Incorporate into the design the replacement of the check valve on the overflow pipe.
- Provide services to assist the City in selection of a single contractor for the rehabilitation of the

elevated tank.

The project was budgeted in FY22 under the Dyal Repairs & Maintenance account (46-00); however, Task Order 2022-23 will need to be funded under the Dyal Engineering Services account (31-03). A Budget Adjustment Form (BAF 22-105-T) is necessary to transfer funds from 421-4020-536.46-00 (Dyal Repairs & Maintenance) to 421-4020-536.31-03 (Dyal Engineering Services), Project No. DYET22 as the cumulative budget adjustments to the Repairs and Maintenance account has exceeded the City Manager's approval authority.

Staff recommends approval of the transfer of funds from the 46-00 account into the 31-03 account and to approve a resolution amending the FY2022 Budget.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes, BAF 22-105-T
Amount Requested	($35,056)
Account Number	421-4020-536.46-00
Account Name	Repairs and Maintenance
Amount Requested	$35,056
Account Number	421-4020-536.31-03, DYET22
Account Name	Dyal Engineering Services
Source of Funds:	Transfer from: 421-4020-536.46-00

PREVIOUS ACTION:

On November 13, 2019, City Council approved RFQ 20-03-COC for continuing engineering services with Jacobs Engineering Group. The contract for engineering services, with Jacobs, was signed and executed on February 5, 2020.

RECOMMENDED MOTION:

To Approve a Budget Transfer (BAF 22-105-T) for Engineering Services related to the Rehabilitation of the City of Cocoa's Potable Water Elevated Storage Tank (DYET22); To Approve a Resolution Amending the FY2022 Budget

powered by Legistar™

Task Order Request Form

P-Form 2021.09 Revised 08/17/2021

Continuing Engineering Services for the Water System	2022-17.1
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 05/27/22 City Bid Number: RFQ-20-03-COC AMOUNT: $ 374,956.00

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

Dept. Number/Division Name: 4020 Utilities/Dyal

Project Name: Project Management & SCADA Project Number:

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

AMENDMENT

Amendment to Original Task Order No. : 2022-17 Requested Amendment Amount: $ 115,164.00

Original Task Order Amount: $ 374,956.00 Total Revised Amount including all Amendments: $ 490,120.00

Total number of Amendments including this one: 1

Scope of Services; Justification for Amendment

Task Order #2021-17 with Jacobs Engineering, Inc. provides the Dyal Water Treatment Plant (WTP) with consulting engineering support services under two tasks. Task #1 provides Program Management/Administration, Design Management, Construction Project Support Services, and Task #2 provides services for the Supervisory Command and Data Acquisition (SCADA) support services.

Additional SCADA support under Task #2 is required for FY22. The scope of work requested was not originally budgeted and includes updating the Siemens Programmable Logic Control (PLC) software to the latest version, automating the High Service Pump (HSP) controls to provide a constant water distribution pressure, and updating the Computerized Maintenance Management System (CMMS).

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

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

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

Requestor Department Director

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

Task Order : ☑ Approved ☐ Disapproved Refer to this Task # on all documentation:

Council Approval Required: ☐ YES ☐ NO

Reason Disapproved:

Purchasing & Contracts Division Manager City Manager (Purchases not to exceed $50K)

Mayor (Purchases that exceed $50K)

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

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

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

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

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

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

RFQ-20-03-COC

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

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

AGREEMENT FOR CONTINUING ENGINEERING SERVICES FOR WATER SYSTEM

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

WITNESSETH:

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

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

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

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

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

1.0 TERM AND DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

2.0 DESCRIPTION OF SERVICES

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

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

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

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

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

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

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

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

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

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

13. Studies related to water treatment and quality;

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

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

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

17. Security system design, support, and implementation;

18. System optimization assistance including lost water mitigation;

19. Grants assistance and state/federal funding assistance;

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

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

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

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

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

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

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

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

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

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

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

10.0 INSURANCE

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

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

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

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

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

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

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

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

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

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

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

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

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

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

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

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

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

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

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

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

15.0 ASSIGNMENT

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

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

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

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

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

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

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

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

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

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

18.0 TERMINATION

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

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

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

19.0 FORCE MAJEURE

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

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:

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

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

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

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

32.0 SOVEREIGN IMMUNITY

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

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

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

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

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

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

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

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

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

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

36.0 RECORD DRAWINGS

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

37.0 ADDITIONAL ASSURANCES

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

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

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

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

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

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

CITY:

CITY OF COCOA

John Titkanich, Jr. , City Manager

ATTEST:

Carie Shealy, City Clerk

ENGINEER:

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

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

EXHIBIT A
HOURLY RATE SCHEDULE

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

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

Notes:

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

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

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

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

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

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

City of Cocoa
Task Order 2022-23
Elevated Tank Rehabilitation – Design and Bidding Services

Objective and Background

Under this Task Order, Jacobs Engineering Group, Inc. (Jacobs) will provide engineering services for the design and bidding of a project to rehabilitate the 1.5 million gallon elevated tank in downtown Cocoa. Services proposed by Jacobs in this Task Order will be performed in accordance with the contract terms of the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa on February 5, 2020.

The City of Cocoa's potable water distribution system contains a 1.5 million gallon elevated storage tank. The tank is constructed of steel and was last coated in approximately 2014. The tank is inspected annually by a team of divers and inspection reports are provided to the City. Based on recent inspection reports, the City has determined the tank and its coating system require rehabilitation to maintain the infrastructure and maximize its useful life. Jacobs will prepare a design package to rehabilitate the elevated tank based on recommendations from the inspection reports. The design will also include replacement of the check valve on the overflow pipe. Jacobs will assist the City in selection of a single contractor for the construction of the project.

Scope of Work

Task 1 Design Services

Final design documents will be developed that include technical specifications and reference documents such as the existing inspection reports and existing record drawings of the elevated tank. The technical specifications will define the project scope of work and the required repairs, surface preparation, and coating system.

Jacobs will contact up to three contractors to solicit current cost estimate information. Jacobs will prepare a single cost estimate based on the contractor quotes and deliver it to the City.

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

Task 2 Bidding Services

Jacobs will provide services to assist the City in selection of a single contractor for the construction of the project. Jacobs will assist the City in arranging and conducting one pre-bid conference. Jacobs will assist the City in developing the agenda and content of the pre-bid conference. Jacobs will attend the pre-bid conference meeting, document questions asked during the meeting, take minutes and prepare a summary. The City will prepare and administer the Invitation to Bidders.

Jacobs will also record questions and requests for additional information and will coordinate with the City for issuing responses and additional information. Jacobs will provide technical interpretation of the

contract bid documents and will prepare proposed responses to bidders' questions and requests. The City will issue addenda to prospective bidders.

Jacobs will review the bids and evaluate them for responsiveness and bid amount. Jacobs will prepare a summary of its review and evaluation. The City will make the final decision on the award of the contract for construction and the acceptance or rejection of bids. Jacobs' services do not include bid protest situations. The City will prepare the notice of award; assembly, delivery and execution of the contract for construction and the notice to proceed.

Deliverables

- Final Design Documents (90% Design) – Electronic submission (.pdf format) of the design package including technical specifications.
- Meeting summary from the 90% design review meeting (.pdf format).
- Bid Documents (100% Design) – Electronic submission (.pdf format) of the design package including technical specifications.
- Cost estimate based on contractor quotes.
- Meeting agenda and meeting summary for the preconstruction conference.
- Responses to questions from proposers during the bidding process.
- Memo summarizing review and evaluation of the bidding response.

Assumptions

The following key assumptions apply:

1. A site visit will not be performed by Jacobs. Technical specifications will be prepared based on the existing inspection report.
2. The design will be based on the federal, state, and local codes and standards in effect on the effective date of the authorization to proceed.
3. Permitting, if required, to be performed by others.
4. Invitation to Bid documents, or the Division 0 specifications, will be developed by the City. The final drawings, technical specifications and Division 1 specifications will be developed by Jacobs.
5. There is no intermediate deliverable before the Final Design (90/100%).
6. Design documents will be prepared for a single construction contract.
7. Jacobs master technical specifications (Division 1 - 49) will be used as the basis for all specifications. The City will provide procurement and contracting requirements in Microsoft Word format for Jacobs to edit for project specific requirements.
8. Development of construction drawings is not included and not anticipated on this project.
9. Jacobs will reasonably rely upon the accuracy and completeness of the information and data provided by the City or other third parties without independent verification.
10. Services during construction shall be provided under a separate contract.
11. The City will assign a project manager who will be the Jacobs's main point of contact and will respond within ten business days of the date of each submittal. The City's project manager will also provide continuous coordination between the different City's departments (Operations, Management, Engineering, etc.).

12. The City will inform Jacobs's staff of any safety rules, personal protective equipment, safety precautions, restricted areas, hazardous chemicals, and emergency procedures (e.g., alarms, assembly areas, etc.) prior to the site visits.
13. In providing opinions of cost, financial analyses, economic feasibility projections, for the project, Jacobs has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Jacobs makes no warranty that City's actual project costs, financial aspects, economic feasibility, will not vary from Jacobs' opinions, analyses, projections, or estimates and Jacobs' shall have no liability for such variances.

Schedule

The design services of this task order are estimated to be completed in 12 weeks per the schedule in Table 1. The duration of bid phase services will be determined by the City but is not expected to exceed 8 weeks following bid close.

TABLE 1
Project Schedule

Task/Activity	Schedule
Construction Document Submittal (90% Design Submittal); 1 meeting	8 weeks following Notice to Proceed
Final Bid Documents Submittal (100% Design Submittal); no meeting	2 weeks following Contract Document comment adjudication

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

Compensation

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

Task	Hours	Fee
TASK 1 – DESIGN SERVICES	186	$28,844
TASK 2 – BIDDING SERVICES	40	$6,212
EXPENSES & SUBCONSULTANTS	N/A	$0
Grand Total	226	$35,056

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

Acceptance

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

Approved for City of Cocoa

By _____

Title _____

Date 4/28/2022

Accepted for Jacobs Engineering Group Inc.

By _____
Francois Didier Menard

Title Vice President

Date April 14, 2022

City of Cocoa Task Order 2022-23

Elevated Tank Rehabilitation – Design and Bidding Services

Labor Hour Breakdown

TASK #	TASK NAME	Senior Professional Engineer/Scientist/Consultant	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	Junior Professional Engineer/Scientist/Consultant	Construction Manager/Senior Technician		Labor Hours	Labor Fee
		$218.00	$199.00	$142.00	$142.00			
1.1	Design Services	8	32	116	30		186	$28,844
						Task Subtotals	**186**	**$28,844**
2.1	Bidding Services	4	4	24	8		40	$6,212
						Task Subtotals	**40**	**$6,212**
						Labor Total	226	$35,056
						Expenses		**$0**
						Subcontracts		**$0**
						Task Order Total		**$35,056**

RESOLUTION NO. 2022-063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2022; 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, 2021, and ending on September 30, 2022, at a Regular meeting held on September 28, 2021; 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 2021-2022 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 12th day of July, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2022 - 22-105-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER

REQUESTING DEPARTMENT #: Utilities/4020 DATE PREPARED: 06/10/22

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 35,056)	421-4020-536.46-00		DYAL REPAIRS & MAINTENANCE	$ 2,698,547	$ 2,541,751	$ 2,506,695	$ 903,168
$ 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
($ 35,056)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 35,056	421-4020-536.31-03	DYET22	DYAL ENGINEERING SERVICES	$ 375,000	$ 400,020	$ 435,076	$ 9,326
$ 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
$ 35,056	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the cost of Task Order 2022-23 with Jacobs Engineering Group, Inc. for the Elevated Tank Repairs Project (DYET22). The Task Order 2022-23 amount is $35,056; Jacobs Engineering Group will provide engineering services for the rehabilitation of the 1.5 MG elevated storage tank. Agenda 22-359.

Council/Board APPROVAL REQUIRED? *YES* ○ *NO* ◉ *DATE APPROVED:* 07/12/22 *RESOLUTION #:* 2022-063

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

6/15/22	Sean McFarland Digitally signed by Sean McFarland Date: 2022.06.15 07:14:54 -04'00'	6/16/22	Colleen Campbell Digitally signed by Colleen Campbell Date: 2022.06.16 13:08:28 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2022.06.15 17:08:02 -04'00'		Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2022.06.27 14:32:37 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Approved 07/13

Revised eform 9/23/21 - IT

Legislation Details (With Text)

File #:	22-361	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	6/21/2022			**In control:**	City Council
On agenda:	7/12/2022			**Final action:**	
Title:	Approve a resolution amending the FY22 budget, BAF 22-098-T for budget shortfalls due to unforeseen expenditures related to equipment failure of two Fire Engines and the Tower Truck. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Repairs to T32 2015 Sutphen SPH.pdf Budget Resolution FY 2022.pdf BAF 22-098-T-FD-Tower Truck Repairs (7-12-22) Agenda 22-361 (002).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 21, 2022
Agenda Date: July 12, 2022
Prepared By: Jonathan Lamm, Fire Chief
Through: Stockton Whitten, City Manager
Requested Action:
Approve a resolution amending the FY22 budget, BAF 22-098-T for budget shortfalls due to unforeseen expenditures related to equipment failure of two Fire Engines and the Tower Truck.

BACKGROUND:

Multiple unforeseen failures have been brought to light via mandatory annual inspections of the Engine and Tower Truck. BAF 22-097-T is transferring $30,108 within the department to provide funding for some of the repairs. Attached to this agenda is a list of repairs received from the Fleet department. This includes a breakdown of repairs needed to ensure our equipment is placed in service. Due to the extensive repairs needed for two engines and the tower truck an additional $55,000 is needed to pass inspection and remain in service to provide the level of needed service to the community and maintain our ISO rating.

STRATEGIC PLAN CONNECTION:

Public Safety - Reducing and eliminating the City's exposure to hazard impacts through effective planning, targeted funding, and hazard mitigation helps to reduce the loss of life, human suffering,

and property damage.

BUDGETARY IMPACT:

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

Amount Requested	$55,000
Account Number	001-2201-522.46-03
Account Name	Repair & Maintenance-Vehicle

Source of Funds:
____State Revolving Loan
____ Other Loan Source:_
____ Grant Source:_
____ Bond:_
____ Reserves Source:_
_X__ Transfer Acct #: 001-1600-513.39-00_

PREVIOUS ACTION:

BAF 22-097-T is transferring $30,108 within the budget to cover some of these costs.

RECOMMENDED MOTION:

Approve a resolution amending the FY22 budget, BAF 22-098-T for budget shortfalls due to unforeseen expenditures related to equipment failure of two Fire Engines and the Tower Truck.

- Pending Repairs to T32 2015 Sutphen SPH-100
    - Annual Tower Ladder PMI Service - $2,056.25 SFEV
    - Engine rear main oil seal replacement, Engine rear main cap trust washer replacement, Engine oil pan gasket, transmission PTO case Seal, Full Allison Transmission service ECU Reprogramming, - $7,604.13 SFEV
    - Replace ladder Heel pin and Bearing, replace main ladder extension & retraction cables, replace ladder tower main power and ground cables, replace pivot pins and bearings – estimated repair cost -$27,180 SFEV 6/6/2022
    - Replace all rear suspension bushings upper and lower, walking beam bushing, replace upper torque arms and bushings, replace broken intermediate drive axle assembly, replace front kingpins & bushings left and right out tie rod ends - estimated repair cost $15,000 - $20,000 JOSAMS Heavy truck Suspension and frame 6/6/2022
    - 5-year Tower Ladder Testing & Recertification - $1,800 American Testing Center
    - Fire Pump recertification and testing - $750 FIRETECH
- Pending Service and Repairs E33 2015 Sutphen Shield
    - Annual PMI Service - $890
- Current Repairs to B33
    - Drive Shaft parking brake drum - $1,892
- Pending Service and brake inspection RE-01 & RE-02
    - $1,475.00
- Pending Service – U30
    - $108

RESOLUTION NO. 2022-062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2022; 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, 2021, and ending on September 30, 2022, at a Regular meeting held on September 28, 2021; 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 2021-2022 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 12th day of July, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2022 - 22-098-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 2201 FIRE | DATE PREPARED: 06/09/22

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 55,000)	001-1600-513.39-00		Contingency	$ 219,946	$ 142,346	$ 87,346	$ 142,346
$ 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
($ 55,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 55,000	001-2201-522.46-03		R/M Vehicles	$ 105,185	$ 105,185	$ 160,185	$ 21,630
$ 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
$ 55,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Move funds from contingency account for known repairs needed to fire engines. Will go to council on the next scheduled meeting of 7/12/22. Agenda 22-361.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 07/12/22 *RESOLUTION #:* 2022-062

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

6/9/22	Joanne Soper Digitally signed by Joanne Soper Date: 2022.06.10 07:36:01 -04'00'	6/10/22	Colleen Campbell Digitally signed by Colleen Campbell Date: 2022.06.10 14:13:20 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
6/10/22	Jonathan Lamm Digitally signed by Jonathan Lamm Date: 2022.06.10 07:45:32 -04'00'	6/16/22	Lora Howell Digitally signed by Lora Howell Date: 2022.06.16 09:05:57 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Approved 07/13

Revised eform 9/23/21 - IT

Legislation Details (With Text)

File #:	22-375	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	6/24/2022			**In control:**	City Council
On agenda:	7/12/2022			**Final action:**	
Title:	Approve a Resolution amending the Fiscal Year 2022 budget, BAF 22-108-A to cover the expenses for a rehabilitation project at 1113 Abington Street, Cocoa, FL. Request Council to award ITB 22-10-COC to ALGAT Enterprises, Inc. in the amount of $70,000 to rehabilitate the Property. Approve a Resolution to allow for the rehab project to exceed the maximum assistance of $49,999 as per the City's Housing Policy; and authorize the City Manager to sign the construction agreement, issue the purchase order and approve any change orders not to exceed $5,000. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	1113 Abington St - CONSTRUCTION AGREEMENT SHIP and CDBG.pdf Project Resolution - 1113 Abington Street.pdf Budget Resolution FY 2022- ADA Compliant.pdf BAF 22-108-A-CDBG-Rehab at 1113 Abington St (7-12-22) Agenda 22-375.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 24, 2022
Agenda Date: July 12, 2022
Prepared By: Ibis Berardi, Housing Program Manager
Through: Charlene Neuterman, Community Services Director
Requested Action:
Approve a Resolution amending the Fiscal Year 2022 budget, BAF 22-108-A to cover the expenses for a rehabilitation project at 1113 Abington Street, Cocoa, FL. Request Council to award ITB 22-10-COC to ALGAT Enterprises, Inc. in the amount of $70,000 to rehabilitate the Property. Approve a Resolution to allow for the rehab project to exceed the maximum assistance of $49,999 as per the City's Housing Policy; and authorize the City Manager to sign the construction agreement, issue the purchase order and approve any change orders not to exceed $5,000.

BACKGROUND:

On February 15, 2022 the City announced ITB 22-10-COC for the rehabilitation of the property at 1113 Abington Street, Cocoa, FL 32922.

Bids for the subject offering were opened on March 15, 2022, at 3:00 p.m. Purchasing solicited to (971) vendors of which (16) reviewed the solicitation documents and (01) submittals were received as follows:

1. ALGAT Enterprises, Inc.- $70,000

Staff conducted reference checks and the results were favorable for the developer.

Staff is recommending award to the lowest responsive and responsible bidder, ALGAT Enterprises Inc. in the amount of $70,000.

The project will be funded as follows:

- State Housing Initiative Partnership (SHIP) funding of $66,000
- Community Development Block Grant (CDBG) funding of $4,000
- CDBG Fund balance is a change order is needed not-to-exceed $5,000

Per the City's Housing Policy, the maximum assistance for eligible low-income households is $49,999, towards the rehabilitation of a home. A resolution is required for approval of an exception to the City's Housing Policy and attached for approval.

During Covid19, the construction and housing market has had significant increases in demand of supplies, costs of construction materials, labor costs, and supply chain difficulty. Staff worked with the developer to reduce costs and provide the best solution for the rehabilitation project to benefit the homeowner and the City.

Staff is requesting Council to award ITB 22-10-COC to ALGAT Enterprises, Inc. in the amount of $70,000 to rehabilitate the Property at 1113 Abington Street, Cocoa, FL 32922. Approve BAF 22-108 -A and Resolution amending the Fiscal Year 2022 budget in the amount of $4,000 to cover the expenses for this rehabilitation project. Approve a Resolution to allow for the rehab project to exceed the maximum assistance of $49,999 as per the City's Housing Policy; and authorize the City Manager to sign the construction agreement, issue the purchase order and approve any change orders not to exceed $5,000.

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City's Core) - Supporting these projects funded by SHIP & CDBG will raise the quality of life for its residents, especially those underserved and disadvantaged.

BUDGETARY IMPACT:

Budgeted: YES
Budget Amendment Attached: YES

BAF# 22 108-A
Amount Requested: ($4,000)
Account Number: 103-0000-369.90-00
Account Name: Fund Balance

Amount Requested: $4,000
Account Number: 103-3240-554.83-13
Account Name: CDBG Other Grants and Aids

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve a Resolution amending the Fiscal Year 2022 budget, BAF 22-108-A to cover the expenses for a rehabilitation project at 1113 Abington Street, Cocoa, FL. Request Council to award ITB 22-10-COC to ALGAT Enterprises, Inc. in the amount of $70,000 to rehabilitate the Property. Approve a Resolution to allow for the rehab project to exceed the maximum assistance of $49,999 as per the City's Housing Policy; and authorize the City Manager to sign the construction agreement, issue the purchase order and approve any change orders not to exceed $5,000.

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CITY OF COCOA
CONSTRUCTION CONTRACT

STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
& COMMUNTY DEVELOPMENT BLOCK GRANT (CDBG)

B-22-10-COC

Rehabilitation of 1113 Abington St, Cocoa, FL 32922

PURCHASING DEPARTMENT
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

CITY OF COCOA CONSTRUCTION CONTRACT
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
& COMMUNTY DEVELOPMENT BLOCK GRANT (CDBG)
(Contract No. B-22-10-COC)

Table of Contents

CONSTRUCTION AGREEMENT 2
EXHIBIT "A" 19
Scope of Work and Bid Sheet 19
EXHIBIT "B" 20
REAL PROPERTY / LEGAL DESCRIPTION 20
EXHIBIT "C" 21
Performance and Payment Bond 21
EXHIBIT "D" 23
ITB B-22-09-COC 23
EXHIBIT "E" 24
Algat Enterprises Inc. Response 24
EXHIBIT "F" 25
FEDERALLY REQUIRED CONTRACT CLAUSES 25

CITY OF COCOA CONSTRUCTION CONTRACT
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
& COMMUNTY DEVELOPMENT BLOCK GRANT (CDBG)
(Contract No. B-22-10-COC)

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made this ____ day of _____, **2022** by and between **ALGAT ENTERPRISES INC,** ("Contractor"), whose address is **1800 PEMBROOK DRIVE, SUITE 300-3425, ORLANDO FLORIDA 32810** and **CARLETTA A. LEE** and **KENNETH B. LEE** ("Owner"), whose address is **1113 ABINGTON STREET, COCOA, FL 32922.**

W I T N E S S E T H:

WHEREAS, Owner owns fee simple title to certain real property located within the City of Cocoa, Florida and which is generally described in Paragraph 3.0 below; and

WHEREAS, Contractor has agreed to perform the construction services provided in this Agreement within the City of Cocoa for Owner on the aforementioned property; and

WHEREAS, for purposes of paying all or part of the construction services provided by Contractor, the Owner has agreed to accept housing assistance (monetary contribution) from the **City of Cocoa, Florida** ("City") in accordance with the **STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) (**"Program") & **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)** and the terms and conditions of this Agreement; and

WHEREAS, Contractor and Owner hereby agree to fully comply with all applicable provisions of the Program; and

WHEREAS, Owner has agreed to appoint the City to act on behalf of said Owner regarding the matters specified in this Agreement.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency which are hereby acknowledged by the parties, and the mutual promises contained herein, the parties agree as follows:

1.0 Recitals: The foregoing recitals are hereby agreed to be true and accurate and are incorporated herein by this reference.

2.0 City as Agent/Third Party Beneficiary: Contractor acknowledges that pursuant to the provisions of this Agreement, and any related agreements executed by Owner and City (if applicable), the Owner has appointed the City to act on behalf of the Owner regarding the matters contained in this Agreement. Accordingly, all references to the City in this Agreement are understood to evidence the said authority of the City to act on behalf of Owner. The City shall have the exclusive right to enforce the provisions of this Agreement on behalf of Owner. In as much as the City has provided housing assistance to the Owner for the construction services provided under this Agreement, the parties acknowledge the City is a third party beneficiary of this Agreement.

3.0 Project: Contractor agrees to provide construction services to the Owner in substantial conformity to the scope of work approved by the City, a copy of which is attached to this Agreement as ***Exhibit "A"*** and by this reference incorporated herein in its entirety ("Scope of Work"), upon a lot or parcel of real property owned by Owner and located in Brevard County, Florida, generally described as **1113 ABINGTON STREET, COCOA, FL 32922** and legally described in ***Exhibit "B"*** which is attached to this Agreement and by this reference incorporated herein in its entirety ("Property"). Invitation to Bid **B-22-10-COC** issued by the City of Cocoa on February 15, 2022, and the Contractor response received on March 15, 2022 are incorporated to this agreement by reference as ***Exhibits "D" and "E"*** respectively. Should any conflicts arise between this agreement and the Exhibits, this agreement will take precedence. Any ambiguity or uncertainty in the Scope of Work shall be interpreted and construed by the City and the City's decision shall be final and binding upon all parties. Contractor agrees to follow the federally required contract clauses attached to this agreement as ***Exhibit "F"***.

4.0 Change Orders: On behalf of Owner, City may, at any time, order additions, elections, or deletions to the "Scope of Work" and to the accompanying work performed by Contractor under this Agreement ("Change Orders"). All Change Orders shall be signed by Owner, Contractor and City. All Change Orders shall be deemed fully incorporated in the Scope of Work. If any proposed Change Order will cause an increase or decrease in the Contract Price or an extension or shortening of the Contractor's time for completion of the work, an equitable and reasonable adjustment to the Contract Price provided in Paragraph 5.0 herein, and to the time for completion in Paragraph 7.0 herein, may be mutually agreed on by the Contractor, City, and Owner and indicated upon the signed Change Order. Additions, elections, or deletions to the work performed by the Contractor without authorization of a signed Change Order shall not result in an adjustment in the Contract Price or time for the completion of the work. No additions, elections, or deletions shall be performed by Contractor until a Change Order is properly agreed on and executed.

5.0 Contract Price: The total Contract Price to be paid to the Contractor for Contractor's services hereunder shall be the sum of **Seventy Thousand Dollars ($70,000.00).** ("Contract Price"). The Contract Price shall be paid as stated in Paragraph 6.0 of this Agreement. The Contractor acknowledges that Contractor studied, considered, and included in Contractor's Contract Price all costs of any nature relating to: (1) performance of the Scope of Work under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Property conditions, including but not limited to, subsurface site conditions; and (4) the terms and conditions of this Contract.

6.0 Payment: Contractor shall be paid for the completion of those items of work set forth and authorized in Paragraphs 3.0 and 4.0 above, in U.S. funds, according to the following terms and conditions:

(a) Payment shall be made through periodic progress payments, on the basis of application to the City as work progresses, and five percent (5%) shall be withheld as retainage throughout the project, subject to the terms herein. The retainage amount may be released with the final payment. Prior to final payment, City shall

require the Contractor to furnish release of all liens from any unpaid work, labor, or materials with respect to Contractor's or any subcontractor's performance under this Agreement, and/or receipt in full covering all work, labor, or materials for which a lien could be filed. Further all work shall pass building inspection by the City.

(b) For authorized expenditures for work, labor and materials, Contractor shall be paid by City by check drawn on a local lending institution.

(c) Said check shall be in the name of the Contractor. Contractor shall be solely responsible for paying any subcontractors.

(d) Payment to Contractor under this Agreement shall be made pursuant to the contract provided by the City and executed by the Contractor, and the City method of payment shall consist of a minimum of one (1) draw for rehabilitation.

(e) Release of any payment shall be conditioned upon the following: (1) Contractor shall complete and submit to the City a Request for Payment Form provided by the City and submit a Contractor's invoice (if needed); and (2) City has executed, after inspection and approval, a Certificate of Completion for the work performed and indicated on the form.

(f) Payment may be withheld on account of: (1) defective labor, materials, and equipment not remedied upon a request to do so; (2) claims filed; (3) failure of Contractor to make proper payments to subcontractors; or (4) Contractors failure to perform pursuant to the terms and conditions of this Agreement. Any payment withheld by the City may be used by the City to remedy any of the above-mentioned conditions.

7.0 Contractor's Time for Completion: The work to be performed by Contractor pursuant to this Agreement shall be substantially completed within sixty (60) days and totally completed within ninety (90) consecutive days following the receipt of a written "Notice to Proceed" and original Purchase Order from the City pursuant to Paragraph 17.0 herein ("Completion Date"). The date of Substantial Completion of the Work is the date certified in writing by the City when construction is sufficiently complete so the Owner can occupy or utilize the work for its intended purpose. If Contractor fails to complete the work within said time period, or any written extension thereof, Owner (with approval of the City) or the City may terminate the Contractor's right to perform the work herein. In such event the Owner or City may take over the work and prosecute the same to completion and the Contractor shall be liable for any excess cost incurred by the Owner or City; and the Owner or City may take possession of and utilize in completing the work such materials, and equipment as may be on the work site and necessary for said completion. If the Owner or City does not terminate the Agreement based on the aforesaid failure to complete the work within the time period, actual damages for delay will be impossible to determine, and, in lieu thereof, Contractor may be required to pay the Owner the sum of $50.00 as liquidated damages for each calendar day of delay exceeding the Completion Date. The

Contractor shall be liable for any liquidated damages claimed hereto and any liquidated damages may be, at the sole option of the City, subtracted from the Contract Price or be required to be paid in cash or by check, in U.S. funds, to the City. Contractor agrees that said sum is not a penalty, but is the stipulated amount of damages sustained by City in the event of default by the Contractor.

The Contractor's right to proceed will not be terminated, nor will Contractor's liability for liquidated damages exist, if Contractor's delays in the completion of the work are a result of unforeseeable causes beyond Contractor's control and without Contractor's fault or negligence.

SPECIAL CIRCUMSTANCES CLAUSE: The City acknowledges that due to the increased demand, delay and shortage of available materials (i.e. lumber, doors, windows, insulation tiles, flooring, electrical HVAC, etc.) an anticipated 8-10 week lead time may affect the delivery and installation of some materials directly related to the project. Accordingly, the City may issue a Limited Notice to Proceed for the purposes of authorizing procurement of materials which shall not be included in the Contractor's time for completion specified herein.

8.0 Owner's Responsibilities: At the Owner's sole cost and expense, the Owner shall secure the release all easements, liens, and any other encumbrances which would prohibit or hinder the completion of the work provided in this Agreement. If the Owner is unable to secure said releases within a reasonable period of time, this Agreement, with the approval of the City, shall be null and void and neither party shall have any obligations or liability hereunder.

8.2 The Owner agrees that neither the Owner nor any of Owner's family, friends, tenants, agents, or employees will hinder the Contractor's work required by this Agreement.

8.3 The Owner shall execute all documents required by the City which are related to the prosecution of the work under this Agreement including, but not limited to, any housing grant agreements, construction and work permit applications, mortgages, promissory notes, etc.

8.4 The Owner shall comply with the terms and conditions of any and all agreements executed with the City which are related to this Agreement including, but not limited to, any housing grant agreements, construction and work permits, mortgages, promissory notes, etc.

8.5 Owner shall assist Contractor and City, when necessary, in the performance of work under this Agreement.

9.0 Contractor's Responsibilities: The Contractor shall supervise and direct the work using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under this agreement.

9.1 Unless otherwise specifically noted, the Contractor shall provide for and pay for all surveys, labor, work permits, materials, equipment, tools, construction equipment and machinery, transportation, re-inspections, and other facilities and services necessary for the proper execution and completion of the work hereunder.

9.2 The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work site any unfit person or anyone not skilled in the task assigned hereunder.

9.3 The Contractor warrants to the Owner and the City that all materials and equipment incorporated in the work will be new unless otherwise specified in the Scope of Work, and that all work will be good quality, free from faults and defects and conform to the Scope of Work. All work not conforming to these standards may be considered defective at the sole option of the City.

9.4 The Contractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure, at its own cost and expense, all permits, fees, and licenses necessary for the execution of the work.

9.5 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work, and shall immediately notify the City if and when Contractor believes the Scope of Work is at variance herewith.

9.6 The Contractor shall be solely responsible for any and all acts and omissions of the Contractor and any of its employees, subcontractors, agents, and all other persons performing any of the work under this Agreement on behalf of or with the Contractor.

9.7 As requested by the City, the Contractor shall review and submit all samples, shop drawings, and Scope of Work to the City for approval. The work shall be in accordance with all applicable City, state, or federal laws, and rules and regulations.

9.8 The Contractor shall, at all times keep the premises free from accumulation of waste materials and rubbish caused by Contractor's operations. At the completion of each phase of work, Contractor shall remove all waste materials and rubbish from and about the project site as well as Contractor's tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and shall leave the premises "broom clean" or its equivalent, except as otherwise specified. Contractor shall have the exclusive responsibility to keep the work site in a safe, secure, and orderly manner in accordance with construction industry standards.

9.9 All materials stored on the job site shall remain the responsibility of the Contractor until incorporated into the work. The Owner and City will not reimburse the Contractor for materials lost, stolen, or damaged while stored on the job site.

10.0 **Concerning Subcontractor:** A subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the work or provide any of the materials and equipment pursuant to this Agreement.

10.1 Promptly after the execution of this Agreement, Contractor shall provide to the City, in writing, a list of names of subcontractors proposed to perform work pursuant to this

Agreement. The Contractor shall not employ any subcontractor to whom the City may have reasonable objection. Contracts between the Contractor and the subcontractor shall be consistent and in accordance with the terms of this Agreement.

10.2 Contractor shall insure that any subcontractor performing work pursuant to this Agreement has similar liability insurance coverage as required of Contractor under Paragraph 14.0 of this Agreement. Certificate of such insurance shall be filed with the City prior to subcontractor commencing performance hereunder.

10.3 In the event any work under this Agreement is performed by a subcontractor, the Contractor shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.

10.4 Nothing in this Agreement shall create any contractual relationship between Owner or City and any subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of Owner or City to pay or to see to the payment of any moneys due any subcontractor or other person or organization, except as otherwise required by law.

11.0 Royalties: The Contractor shall pay all royalties and license fees and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others.

12.0 Time to Perform: The work to be performed by Contractor pursuant to this Agreement shall be substantially completed within sixty (60) days and totally completed within ninety (90) consecutive days following the receipt of a written "Notice to Proceed" and original Purchase Order from the City pursuant to Paragraph 17.0 herein ("Completion Date").

13.0 Protection of Person and Property: The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work provided herein. Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to: (1) all employees at the work site and other persons who may be affected therein, (2) all the work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property to protect them from damage, injury or loss.

14.0 Contractor's Liability Insurance: The Contractor shall purchase and maintain such insurance as will protect Contractor from: claims under workmen's compensation acts and other employee benefit acts, claims for damages because of bodily injury (including death), claims for damages to property which may arise out of or result from the Contractor's operations under this Agreement, whether such operations are performed solely by Contractor or by any subcontractor or anyone directly or indirectly employed by any of them. The insurance policies

shall also include fire, extended coverage and vandalism and malicious mischief insurance on existing buildings and structures, while in the course of construction, including foundations, additions, attachments, and all permanent fixtures belonging to and constituting a part of said buildings or structures. Certificate of such insurance shall be filed with the City prior to Contractor commencing performance hereunder. Specifically, during the term of this Agreement, Contractor shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. Additionally, all independent contractors or agents employed by Contractor to perform any Work hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

a. The Contractor shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence and in the aggregate to protect the Contractor from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the Contractor or by anyone directly employed by or contracting with the Contractor.

b. The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

c. The CONTRACTOR shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $500,000 for all of its employees performing Work for the OWNER pursuant to this Agreement.

d. The CONTRACTOR shall maintain comprehensive builder risk insurance, which shall cover CONTRACTOR'S labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of the Total Contract Price. CONTRACTOR shall maintain the builder risk insurance required by this subsection until final completion.

14.1 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the term of this Agreement, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Agreement.

15.0 **Owner Liability Insurance:** The Owner is encouraged to purchase and maintain builders risk insurance for the duration of the construction being performed pursuant to this Agreement.

16.0 Contractor's Guarantee of Work: The Contractor shall correct and remedy any work that fails to conform to the requirements of the Scope of Work where such failure to conform appears during the progress of the work. In addition, Contractor hereby warrants and guarantees that all materials, equipment or labor shall be free of defective workmanship for a period of eighteen months from the date that all Certificates of Completion and a Certificate of Occupancy (if required) are issued by the City (with a three year warranty and guarantee for the roof); or within such longer period of time as may be prescribed by law. The provisions of this Paragraph apply to work done by subcontractors as well as to work done by direct employees of the Contractor.

17.0 Written Notice to Proceed: The Contractor shall not begin the work to be performed hereunder until the City issues Contractor a written Notice to Proceed. The Contractor has seven days after the issuance of Notice to Proceed to begin work.

18.0 Termination by the Contractor: If the City fails to issue payment for a period of thirty (30) days after such payment is due through no fault of the Contractor, and if the Contractor has performed per the Scope of Work, or if the Owner fails to release payment thereon for a period of thirty (30) days after such payment is due through no fault of the Contractor, the Contractor's exclusive remedy, as full and complete settlement of all claims against Owner and City, shall be, upon seven (7) days written notice to the City, to terminate this Agreement and recover from the City payment for all work fully completed and materials provided by Contractor in furtherance of this Agreement, subject to any deductions for damages incurred by City or Owner caused by Contractor's breach of this Agreement.

19.0 Termination by the City/Owner: If the Contractor has defaulted or neglected to carry out the work in accordance with the Scope of Work; or has failed to perform any provision of this Agreement; or has violated a material provision of any regulation, order or rulings of any regulatory body having jurisdiction over this Agreement; or has committed any act of fraud upon the City or Owner; or has acted grossly negligent in performing under this Agreement; the City may, after three (3) days written notice to the Contractor and without prejudice to any other remedy it may have, terminate this Agreement and may at its option complete the work required hereunder by any means available and deduct the cost of completion from the Contract Price, and if the unpaid balance of the Contract Price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expenses exceed such unpaid balance, the Contractor shall pay the difference to the City's account.

20.0 Conflict of Interest: The Owner and Contractor further state that, to the best of their knowledge, no member of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the work under this Agreement has any personal interest, direct or indirect in the Agreement.

21.0 Federal Equal Employment Opportunity Clause: During the performance of this Agreement, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, 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, age, or national origin, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-off 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.

(b) 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, age, or national origin.

(c) Penalties for violation of the equal opportunity clause may be imposed upon Contractors and subcontractors by the City or any federal or state agency having jurisdiction hereunder. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the City may take any or all of the following actions: cancel, terminate or suspend in whole or in part this Agreement and refer the case to the Department of Justice for appropriate legal proceedings.

22.0 General Conditions: The Contractor and Owner agree to comply with all applicable federal, state and local laws and regulations governing the funds provided under this Agreement.

23.0 Independent Contractor: Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/ employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City or Owner shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and worker's compensation insurance as the Contractor is an independent contractor.

24.0 Bankruptcy: If bankruptcy proceedings, whether voluntary or involuntary, are commenced against or commenced by Contractor or Owner, or if Contractor or Owner enter into a composition agreement with its creditors, the City, without prejudice and penalty, may terminate this Agreement by giving three (3) days written notice to the Contractor or Owner, as the case may require.

25.0 Severability: Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid or unenforceable any other section or any part of any section in this Agreement.

26.0 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 disputes or actions which arise out of or are based upon this Agreement, and in Orlando, Florida, for all federal disputes or actions which arise out of or are based upon this Agreement.

27.0 Integration: The drafting, execution, and delivery of this Agreement by the parties have been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. The parties agree that they have both contributed equally to the drafting of this Agreement and the Agreement shall not be construed more favorably against the other in the event of any conflict with regards to the terms and conditions used herein.

28.0 Attorneys' Fees: Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal. This provision does not apply to Contractor's surety.

29.0 Headings: All headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

30.0 Waiver: Any waiver by City of any breach or violation of Contractor's or Owner's obligations under this Agreement shall not be construed as a continuance, waiver or consent to any subsequent breach or violation.

31.0 Representations and Warranties: Contractor and Owner represent and warrant that either party shall use all funds received from the City under this Agreement for the sole purpose of performing the work and services provided in this Agreement. In the event Contractor or Owner fail to expend such funds for said purpose (Wrongfully Expended Funds), the party responsible for said wrongful expenditure shall fully reimburse the City the Wrongfully Expended Funds plus interest calculated at eighteen percent (18%) per annum. If the City must take any legal action to collect any Wrongfully Expended Funds, the party responsible for said wrongful expenditure shall be liable for all costs incurred by the City to collect such funds including, but not limited to, reasonable attorneys' fees, filing fees, and other costs.

32.0 Accessibility of Records: The City shall have access to any books, documents, paper, computer files and records of the Contractor or Owner, regardless of medium or form, which are directly pertinent to this Agreement for the purposes of making audit, examination, excerpts, and transcriptions. Contractor and Owner shall be required to maintain all records pertinent to this Agreement for five (5) years after the City has made final payment of the Contract Price and all pending matters regarding this Agreement have been closed.

33.0 City's Right of Inspection: The City is hereby granted the right of entry onto the Owner's property for purposes of inspecting the work to be performed, or that has been performed, pursuant to this Agreement, until such time as the City has issued all Certificates of Completion for the work and a Certificate of Occupancy is issued for the single family home being constructed hereunder. Contractor and Owner hereby agree to fully cooperate with the City in permitting the City to conduct said inspections.

34.0 Lead-Based Paint Prohibited: The use of lead-based paint on applicable surfaces of any structure undergoing construction pursuant to this Agreement is prohibited.

35.0 Section 3 Clauses: Not Used

~~If the construction being performed pursuant to this Agreement is funded in any way with Federal financial assistance from the U.S. Department of Housing and Urban Development, the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 170 u. Section 3) shall apply. To the greatest extent feasible, Section 3 requires opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project, and:~~

~~**35.1** The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of the U.S. Department of Housing and Urban Development as set forth in 24 CFR, specifically Part 75, and all applicable rules and orders of the Department issued there under prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual obligations or other disability which would prevent them from complying with these requirements.~~

~~**35.2** Reserved.~~

~~**35.3** The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of the U.S. Department of Housing and Urban Development as set forth in 24 CFR. Contractor will not subcontract with any subcontractor where he has notice or knowledge that the latter has been found in violation of regulations under 24 CFR and will not let any subcontractor unless the subcontractor has first provided him with a preliminary statement of ability to comply with these regulations.~~

~~**35.4** Compliance with the provisions of Section 3, the regulations set forth in 24 CFR and all applicable rules and orders of the Department issued there under prior to the execution of this Agreement shall be a condition of the Federal financial assistance provided pursuant to this Agreement binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assignees to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.~~

36.0 Contractor Representations: Contractor makes the following representations to City:

36.1 Contractor 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.

36.2 The undersigned signatory for Contractor has the power, authority, and legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by Contractor has been duly authorized by an appropriate representative of Contractor (Board of Directors or President or Owner). In support of said representation, Contractor agrees (if applicable) to provide a copy to the City of a corporate certificate of good standing or other certificate provided by the State of Florida prior to the execution of this Agreement.

36.3 Contractor is duly licensed under all local, state and federal laws to perform the construction services pursuant to this Agreement. In support of said representation, Contractor agrees to provide a copy of all said licenses to the City prior to the execution of this Agreement.

37.0 Notices: Communication and details concerning this Agreement shall be directed to the following contact representatives:

CITY:	**CONTRACTOR:**
City of Cocoa	**Algat Enterprises Inc.**
Housing & Neighborhood Services	**1800 Pembrook Drive**
65 Stone Street	**Suite 300-3425**
Cocoa, FL 32922	**Orlando, FL 32810**
(321) 433-8520	**(407) 221-2045**

38.0 Term: The term of this Agreement shall expire at such time the Contractor has fully completed all its responsibilities and obligations pursuant to this Agreement including, but not limited to, the completion of the project provided in Paragraphs 3.0 and 4.0 herein and the expiration of all warranties and guarantees provided by Contractor hereunder.

39.0 Indemnification and Hold Harmless: For all services and work performed pursuant to this Agreement, the Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees and officers, and Owner, 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, intentional or otherwise, arising out of or resulting from Contractor's or any subcontractors' performance of the services and work being performed under this Agreement.

(b) Contractor's or any subcontractor's failure to comply with the provisions of any federal, state or local laws, ordinances, or regulations applicable to Contractor's or any subcontractor's performance under this Agreement.

(c) Any fraud and misrepresentation conducted by Contractor or any subcontractor in the performance or acquisition of services and work under this Agreement.

(d) Contractor's or any subcontractor's failure to properly expend the funds provided by City or Owner for the work and services provided in this Agreement.

(e) All claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnisher's of machines and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the services and work being performed under this Agreement.

The indemnification provided above shall obligate the Contractor to defend at its own expense or to provide for such defense, at the option of the City, or Owner, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers, and Owner, which may result from the services and work performed under this Agreement whether the services and work are performed by the Contractor, by subcontractors, or anyone directly or indirectly employed by the Contractor. In all events the City or Owner 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.

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

40.0 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 judgement, or portion thereof, to any one person for over 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 three hundred thousand dollars ($300,000). 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.

41.0 Performance and Payment Bond: Contractor shall supply a materials, performance and payment bond(s) in form approved by the City and in accordance with Florida law and in the amount of the Contract Price specified herein under Exhibit "C".

CITY OF COCOA CONSTRUCTION CONTRACT
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
& COMMUNTY DEVELOPMENT BLOCK GRANT (CDBG)
(Contract No. B-22-10-COC)

IN WITNESS WHEREOF, this Agreement is entered into as of the day and year first written above.

WITNESS:	**CONTRACTOR:**
Signature **Date**	**Signature** **Date**
Print Name	**Name of Company Rep, Title**

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me (__) by means of physical presence or (__) online notarization, this __ day of _____, 2022, by Algat Enterprises Inc. Company Rep who is personally known to me, or produced _____as identification, and who did not take an oath.

Stamp:

_____
Notary Public Date

CITY OF COCOA CONSTRUCTION CONTRACT
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
& COMMUNTY DEVELOPMENT BLOCK GRANT (CDBG)
(Contract No. B-22-10-COC)

WITNESS:

Signature **Date**

Print Name

OWNER:

Signature **Date**

Carletta A. Lee
Print Name

OWNER:

Signature **Date**

Kenneth B. Lee
Print Name

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (__) physical presence or (__) online notarization, this ____ day of _____, 2022, by Carletta A. Lee who is personally known to me, or produced _____ as identification, and who did not take an oath.

Stamp:

_____
Notary Public Date

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (__) physical presence or (__) online notarization, this ____ day of _____, 2022, by Kenneth B. Lee who is personally known to me, or produced _____ as identification, and who did not take an oath.

Stamp:

_____
Notary Public Date

CITY OF COCOA CONSTRUCTION CONTRACT
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
& COMMUNTY DEVELOPMENT BLOCK GRANT (CDBG)
(Contract No. B-22-10-COC)

WITNESS:

Signature **Date**

Print Name

CITY, as agent for OWNER and Third Party Beneficiary:

Signature **Date**

Stockton Whitten
Print Name

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (__) physical presence or (__) online notarization, this ____ day of _____, 2022, by Stockton Whitten, who is personally known to me, or produced _____ as identification, and who did not take an oath.

Stamp:

Notary Public Date

CITY OF COCOA CONSTRUCTION CONTRACT
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
& COMMUNTY DEVELOPMENT BLOCK GRANT (CDBG)
(Contract No. B-22-10-COC)

EXHIBIT "A"

Scope of Work and Bid Sheet

CITY OF COCOA
ITB B-22-10-COC Rehabilitation of 1113 Abington Street
EXHIBIT A – SCOPE OF WORK AND BID SHEET

Carletta Lee 1113 Abington St Cocoa, FL 32922

DWELLING INFORMATION

Type of Dwelling Unit: Single Family **Number of Floors: 1**
Square Footage: 1531 under air (approximately) **Number of Bathrooms: 2**

LOCATION
ROOF/FASCIA:

Specification	Quantity	Units	Unit Price	Total
ROOF -GENERAL REQUIREMENTS Unless otherwise specified, all material shall match existing as closely as possible for material, style, color and method of installation. Seal all edges. Flash & caulk all adjoining surfaces & make weather tight. Replace all flashing, roofing accessories & nails using rust-resistant material. Install all roofs in one continuous operation. Protect the house contents at all times from exposure to the elements. Replace all damaged wood. Sweep area for debris and remove daily. 1. Clean gutters and install leaf guards. 2. Replace roof covering (only upper roof/R side of home). ~~3. Clean and install Gaco roof coating or similar @~~ lower roof (L side of home) NOTE: Missing support post @ carport to be installed prior to this section of the scope (See exterior section below).	1 whole New Roof NEEDED.		lump sum	~~$16,505~~ $12,000 P.M. ✓

LOCATION:
ELECTRICAL SYSTEM

Specification	Quantity	Units	Unit Price	Total
ELECTRIC--GENERAL REQUIREMENTS All materials shall be UL approved and/or National Electrical Code rated. All drilling, cutting and fastening shall be neat and true, and shall not critically damage framing members. All patching shall match the surrounding surface. 1. Replace main disconnect panel 2. Replace main/distribution panel 3. Replace sub panel (utility room) ~~4. Replace sub panel (shed)~~ ~~5. Replace switch, outlet and light fixture (shed)~~ Remove Do not Reinstall 6. Replace all switches and receptacles (110 and 220V) including GFCI protection as required 7. Replace wiring (220V circuits) ~~8. Replace upper support mount @ service mast~~ 9. Install new light fixtures in bedrooms, bedroom closets and bathrooms	1		lump sum	~~$17,500~~ $12,150 P.M. ✓ 05127/22

REVISED AS PER ADDENDUM 1 FEB. 25, 2022 (revisions shown in red font)

10. Install new range hood (coordinate with cabinetry replacement).				
~~11. Contingency for unforeseen issues~~				
LOCATION: PLUMBING				
Specification	**Quantity**	**Units**	**Unit Price**	**Total**
PLUMBING--GENERAL REQUIREMENTS Unless otherwise specified, all materials shall be copper or PVC. All items shall operate without leakage, noise, vibration or hammering. All penetration of building components shall be neat, sleeved, & fire stopped. No solder containing lead shall be used in any pipe or fixture. Damage to structural members from drilling or notching shall be repaired to the acceptance of the owner and the City. 1. Replace all drain piping to sewer cleanout (rear of home). Include cleanout with cap. ~~2.~~ 2. Replace all supply piping ? Does all NEED to be Replaced? 3. Repair glazing @ guest bathroom tub. 4. Replace stall shower (master bathroom). Including new valves/trim. ~~NOTE: modifications to be made to increase space for ADA accessibility.~~ 5. Replace 40 gallon water heater	1		lump sum	~~$18,000~~ $12,500 P.M. ✓
LOCATION: HVAC				
Specification	**Quantity**	**Units**	**Unit Price**	**Total**
HVAC – GENERAL REQUIREMENTS Equipment shall operate safely without leakage, noise, or vibration. All penetration of building components shall be neat, sleeved and fire stopped and shall not compromise structural integrity. Submit manufacturer cut sheet and cooling load calculations for proposed equipment to Housing Program Manager at least 15 days prior to installation. 1. Replace equipment ~~2. Replace ducts (L side of home).~~ ~~NOTE: new duct design needed to eliminate duct on roof top.~~ 3. ~~OPTION – install smaller central unit for elevated side and a~~ mini split for the slab on grade section of the home 4 New heads for Mini Split throughout house 4. Remove and haul off equipment and ducts ~~5. Design, install ductless AC/Heat (mini splits)~~	1		lump sum	~~$17,000~~ $10,400 P.M. ✓ 05/27/22

CITY OF COCOA
ITB B-22-10-COC Rehabilitation of 1113 Abington Street
EXHIBIT A – SCOPE OF WORK AND BID SHEET

LOCATION: DOORS				
Specification	**Quantity**	**Units**	**Unit Price**	**Total**
DOORS – GENERAL REQUIREMENTS New doors shall include hinges, striker, plates, locksets, deadbolts (exterior) and door bumpers. New exterior doors shall also include aluminum thresholds and weather-stripped doorstops. 1. Replace interior and exterior doors	1		lump sum	~~$5,200~~ P.M. ✓

LOCATION: WINDOWS				
Specification	**Quantity**	**Units**	**Unit Price**	**Total**
WINDOWS – GENERAL REQUIREMENTS All windows must meet Florida Building Code requirements. Windows shall be properly sized to fit existing opening. Windows shall be thoroughly caulked and made weather tight at time of installation. Windows shall meet the egress as specified in the City of Cocoa Building Code. Wall damaged due to window replacement shall be repaired. Existing windows shall be hauled to the legal dump. 1. Replace window screens 2. Replace spring balance @ guest bedroom window. 3. Replace spring balance @ front room (window with AC unit) Just Make Sure they open and close.	1		lump sum	~~$1,500~~ $1,220 P.M. ✓

LOCATION: FRAMING/DRYWALL/PAINT				
Specification	**Quantity**	**Units**	**Unit Price**	**Total**
PAINT – GENERAL REQUIREMENTS: Painting: All paint must be lead free. All surfaces clean/dry. Remove loose, blistered, scaling, deteriorated paint. Secure loose materials, set nails, fill holes, dents & cracks. Paint when temp is from 40-100 deg. No show-through, runs, sags or brush marks. All unpainted hardware to be paint free. No windows shall be painted shut. Remove ALL paint from glass, inside and out. Owner's choice of paint to be approved by Housing Program Manager. 1. Seal cracks, caulk ~~and paint~~ exterior (include waterproofing wall to slab transition @ front room). ~~2. Insulate L side of home (living room and master bedroom~~ 3. Install ceiling @ living room and master bedroom 4. Repaint kitchen walls 5. Prime and paint existing paneling (front room)	1 exterior of house not to be painted.		lump sum	~~$5000~~ $2,530 P.M. ✓ 05/27/22

6. Frame needed @ front window (Arch Area) where AC unit is and remove window if not Durable

REVISED AS PER ADDENDUM 1 FEB. 25, 2022 (revisions shown in red font)

6. Encase underside of old window / door openings between front room and living room including paint				

LOCATION: FLOORING				
Specification	**Quantity**	**Units**	**Unit Price**	**Total**
FLOORING – GENERAL REQUIREMENTS Unless otherwise specified, all materials shall be new. All subfloors and underlayment shall be well secured, dry, clean, level, and free of cracks, depressions, voids, bumps, and squeaks before installation of finish floor covering. Carpet shall be FHA approved, nylon, plush carpet (minimum 32 oz. and 7/32" pile height) with a minimum of seams, over a 6 lb. density. Stretch carpeting to eliminate puckers and ripples. Include tackless strips, metal edge strips, and mending tape. Provide 10-year limited wear warranty, and 5-year stain warranty. Owner's choice of color for carpet and/or tiles to be approved by Housing Program Manager. 1. Remove flooring (elevated section only, bedrooms and hall). 2. Install new vinyl flooring in guest bathroom 3. Refinish flooring (sand/seal) including repairs @ rotted area (air handler closet/bathroom area. 4. Install shoe molding @ all new flooring 5. Cut existing tile back flush with opening and install transition (ex. Mosaic tile) between foyer and living room Vinyl planking ok to use instead of tiles. in elevated noise side.	1		lump sum	$5500 P.M.✓

LOCATION: KITCHEN				
Specification	**Quantity**	**Units**	**Unit Price**	**Total**
CABINETS – GENERAL REQUIREMENTS Cabinets shall be either plastic clad (minimum 1/32" thickness) interior and exterior or 1/2" AC plywood cabinet plastic clad exterior and sealed finish interior and shall include appropriate doors, shelves and drawers. Counter tops shall be approximately 25" wide with 4" backsplash. Top shall be installed to conform to surrounding areas and shall include end caps and end splashes. Caulk all cracks and joints. 1. Replace cabinets and countertops 2. Replace stove	1		lump sum	$4,250 P.M.✓

05/27/22

LOCATION: SMOKE DETECTORS				
Specification	**Quantity**	**Units**	**Unit Price**	**Total**
SMOKE DETECTORS – GENERAL REQUIREMENTS 1. Install smoke detectors hardwired as per Florida Building Code (carbon monoxide alarm when applicable). combo Battery ~~ops~~ S/D are ok-	1		lump sum	$750 P.M. ✓
LOCATION: EXTERIOR				
Specification	**Quantity**	**Units**	**Unit Price**	**Total**
1. Install missing support post @ carport. Beam has deflected and may require raising/adjustment. ~~2. Replace heaved section of driveway~~ ~~3. Repair fence~~ ~~4. OPTION to replace fence.~~ 5. Install new crawl space access (hinged with locking hasp) 6. Replace crawl space vent screens 7. Remove thru wall exhaust fan in kitchen, include new framing and finishes on interior and exterior.	1		lump sum	$3,500 P.M. ✓
Total Base Bid:				~~$97,100~~ $70,000 ✓ P.M

ADDENDUMS 05/27/22

LOCATION: Roof/Fascia – Added leaf guard installation
LOCATION: Electrical – Added verbiage item 6, add item 10, removed item 11
LOCATION: Windows – added item 3
LOCATION: Framing/drywall/paint – added verbiage item 1, added items 4, 5 and 6
LOCATION: Flooring – added items 4 and 5
LOCATION: Exterior – added item 7

CITY OF COCOA
ITB B-22-10-COC Rehabilitation of 1113 Abington Street
EXHIBIT A – SCOPE OF WORK AND BID SHEET

I have read and understand the above general specifications and requirements for housing rehabilitation work performed within the City of Cocoa.

Bidder/Contractor Name: Algat Enterprises Inc.

Mailing Address: 1800 Pembrook drive, Suite 300-3425, Orlando, 32810

Telephone Number: 407-221-2045 E-mail Address: office@algatenterprises.com

Authorized Signatory	Printed Name	FEIN
	Patrick Minossora	84-1811-5310

Title	Date
Administrative officer	March 15th, 2022

STATE OF Florida COUNTY OF Orange

The foregoing instrument was executed before me this 15 day of March, 2022, by Patrick Minossora as Administrative OFFICer of Algat Enterprises Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced FLDL as identification.

Laura Morell
NOTARY PUBLIC, State of Florida

LAURA MORELL
Notary Public, State of Florida
Commission# HH 157733
My comm. expires July 25, 2025

OWNER ACCEPTS SCOPE OF WORK

The undersigned applicant(s) certifies that he/she has participated in the development of this scope of work. After careful review, the applicant understands and accepts the work described herein as indicated by his/her signature(s) affixed below:

Applicant Date

REVISED AS PER ADDENDUM 1 FEB. 25, 2022 (revisions shown in red font)

EXHIBIT "B"

REAL PROPERTY / LEGAL DESCRIPTION

The land is described as follows:

Lot 182, Cocoa Hills, according to the plat thereof, as recorded in plat book 11, page 38, of the public records of Brevard County, Florida

CITY OF COCOA CONSTRUCTION CONTRACT
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
& COMMUNTY DEVELOPMENT BLOCK GRANT (CDBG)
(Contract No. B-22-10-COC)

EXHIBIT "C"

Performance and Payment Bond

In compliance with the Florida Statutes Chapter 255.05 (1) (a)

BOND NO.:	
Contractor Name:	
Contractor Address:	
Contractor Phone No.:	
Surety Company:	
Surety Agent:	
Owner Name:	City of Cocoa
Owner Address:	65 Stone St.
	Cocoa, Florida 32922
Owner Phone No.	(321) 433-8833
Owner Fax No.	(321) 433-8860
Owner Email:	Purchasing@cocoafl.org
Contract Date:	
Contract Amount:	$
Bond Amount:	$
Contract No. (if applicable):	
Description of Work:	
Project Address:	
Legal Description:	
Bid Number:	

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.

THE CONDITION OF THIS BOND is that if Principal:

a. Performs the contract dated _____, 20_____, between Principal and Owner for construction of _____ as specified for the _____ location, 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, including delay damages, expenses, and costs 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 by law, then this bond is to be void; otherwise it remains in full force and effect.
e. In any action against this performance bond, the Owner is entitled to attorney's fees under sections 627.428 and 627.756, Florida Statutes, and Danis Industries Corp. v. Ground Improvement Techniques, 645 So.2d 420 (Fla. 1994) and McCarthy Bros. Co. v. Tilbury Construction, Inc., 849 So.2d 7 (Fla. 1st DCA 2003), including appellate attorney's fees.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

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_____

CITY OF COCOA CONSTRUCTION CONTRACT
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
& COMMUNTY DEVELOPMENT BLOCK GRANT (CDBG)
(Contract No. B-22-10-COC)

EXHIBIT "D"

ITB B-22-10-COC

Published February 15, 2022

CITY OF COCOA CONSTRUCTION CONTRACT
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
& COMMUNTY DEVELOPMENT BLOCK GRANT (CDBG)
(Contract No. B-22-10-COC)

EXHIBIT "E"

Algat Enterprises Inc. Response

Submitted to the City of Cocoa March 15, 2022

CITY OF COCOA CONSTRUCTION CONTRACT
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
& COMMUNTY DEVELOPMENT BLOCK GRANT (CDBG)
(Contract No. B-22-10-COC)

EXHIBIT "F"

FEDERALLY REQUIRED CONTRACT CLAUSES

FOR GRANTEES AND SUBGRANTEES

1. *Equal Employment Opportunity*

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

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

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

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

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

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under

this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the

administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

2. *Compliance with the Davis-Bacon Act*
The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Attachment B is a copy of the current prevailing wage determination issued by the Department of Labor. These rates may be subject to change based on the January 2022 update.

3. *Compliance with the Copeland "Anti-Kickback" Act*

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Administrator may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

~~**4.** Compliance with the Contract Work Hours and Safety Standards Act –~~ *Not applicable*

~~(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.~~
~~(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards,~~

employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

5. Rights to Inventions Made Under a Contract or Agreement – ***Not applicable***

Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable

6. Clean Air Act – ***Not applicable***

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Federal Water Pollution Control Act – ***Not applicable***

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. ~~Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)~~ – ***Not applicable***

a. ~~Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.~~

10. PROCUREMENT OF RECOVERED MATERIALS

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   i. Competitively within a timeframe providing for compliance with the contract performance schedule;
   ii. Meeting contract performance requirements; or
   iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

i. This clause does not prohibit contractors from providing—

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
2. Telecommunications equipment that cannot route or redirect user

data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:
   a. Are *not used* as a substantial or essential component of any system; *and*
   b. Are *not used* as critical technology of any system.
2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:
    i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
    ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records

The following access to records requirements apply to this contract:
(1) The contractor agrees to provide the City, the State of Florida, the Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
(3) The Contractor agrees to provide the Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal preapproval.

15. *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, policies, procedures, and directives.

16. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment*
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

18. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

~~19.~~ ~~*Copyright and Data Rights*~~ ***Not applicable***

~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any~~

~~written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

RESOLUTION NO. 2022-064

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; ALLOWING FOR A SPECIAL EXCEPTION TO INCREASE THE STATE HOUSING INITIAITVES PARTNERSHIP (SHIP) PROJECT MAXIMUM AWARD; AUTHORIZING THE CITY MANAGER TO SIGN THE CONSTRUCTION AGREEMENT, ISSUE THE PURCHASE ORDER, AND APPROVE ANY CHANGE ORDERS NOT TO EXCEED $5,000 RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE REHABILITATION PROJECT AT 1113 ABINGTON STREET IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract and any additional service contracts related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, on July 12, 2022, the City Council authorized the City Manager to proceed with the rehabilitation project at 1113 Abington Street subject to certain terms and conditions and budget adjustments approved by the City Council; and

WHEREAS, in conjunction with this authorization, the City Council desires to streamline the approval of change orders and any additional service contracts to the extent necessary in order to expedite the construction of the project; and

WHEREAS the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the rehabilitation project at 1113 Abington Street, provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total $70,000 budgeted by the City Council for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B) Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 12th day of July 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

RESOLUTION NO. 2022-065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2022; 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, 2021, and ending on September 30, 2022, at a Regular meeting held on September 28, 2021; 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 2021-2022 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 12th day of July, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2022 - 22-108-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3200 | DATE PREPARED: 06/24/22

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 4,000	103-0000-369.90-00		Misc Revenue	$ 0	$ 0	$ 4,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 4,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 4,000	103-3240-554.83-13		CDBG Other Grants & Aid- Rehabs	$ 0	$ 3,000	$ 7,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 4,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Budget amendment is necessary to move funds to the account for the rehab at 1113 Abington Street. Agenda 22-375 (7-12-22 Council).

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 07/12/22 *RESOLUTION #:* 2022-065

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

6/24/22	Ibis Berardi — Digitally signed by Ibis Berardi Date: 2022.06.24 10:43:00 -04'00'	6/27/22	Colleen Campbell — Digitally signed by Colleen Campbell Date: 2022.06.27 08:34:37 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
6/24/22	Charlene Neuterman — Digitally signed by Charlene Neuterman Date: 2022.06.24 11:09:34 -04'00'		Rebecca Bowman — Digitally signed by Rebecca Bowman Date: 2022.06.27 14:31:34 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Legislation Details (With Text)

File #:	22-386	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	6/29/2022			**In control:**	City Council
On agenda:	7/12/2022			**Final action:**	
Title:	Approve a Resolution amending the FY22 budget, BAF 22-109-A for entering into an Off-System Construction and Maintenance Agreement, Three Party Escrow Agreement, and Locally Funded Agreement with the Florida Department of Transportation for FPN# 442885-1-52, the State Road 520 from Aurora Road to Hubert Humphrey Causeway project. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2022-055.pdf Budget Resolution FY 2022- ADA Compliant.pdf BAF 22-109-A-PW-FDOT Sidewalk Project (7-12-22) Agenda 22-386.pdf 442885-1-52-01 - OFF SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT - SR 520 - 442885-1-52-02 Three Party Escrow Agreement.pdf 442885-1-52-02 - LFA - Cocoa - SR 520 (updated 6.30.22).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 29, 2022
Agenda Date: July 12, 2022
Prepared By: Bryant Smith III, P.E., CFM - Public Works Director / City Engineer
Through: Bryant Smith III, P.E., CFM - Public Works Director / City Engineer

Requested Action:
Approve a resolution amending the FY22 budget, BAF 22-109-A for entering into an Off-System Construction and Maintenance Agreement, Three Party Escrow Agreement, and Locally Funded Agreement with the Florida Department of Transportation for FPN# 442885-1-52, the State Road 520 from Aurora Road to Hubert Humphrey Causeway project.

BACKGROUND:

The Florida Department of Transportation (FDOT) is in the process of finalizing the design for Financial Project Number (FPN) 442885-1-52, the SR 520 from Aurora Road to Hubert Humphrey Causeway Project. The general scope of this project is to improve the roadway surface, enhance mobility, and improve safety from Aurora Street to the Hubert Humphrey Causeway. As part of this project, additional on-street parking will be constructed on the auxiliary lane of eastbound SR 520, east of US-1. Sidewalk gaps, turn lane improvements, and other enhancements will be implemented as well. A public meeting was held at the Cocoa Civic Center for this project on October 14, 2021.

As part of this project, the FDOT is adding sidewalks on Hughlett Avenue, Delannoy Avenue, and Riveredge Boulevard. The City of Cocoa is required to compensate the FDOT for the off-system work performed. This is currently estimated at $14,495 and is required as payment for this portion of the project. If the costs come in higher, the City will need to fund the difference. The payment for these services comes through the Locally Funded Agreement (LFA).

The project enhancements also require encroachment into the City rights-of-way for Varr Avenue/Lake Drive, Pineapple Avenue, Mango Avenue, Valencia Avenue, Blake Avenue, Ridgeway Avenue, Hughlett Avenue, Forrest Ave, Florida Avenue, Brevard Avenue, County Road 515 (Delannoy Avenue), Riveredge Boulevard. In order for FDOT to make those improvements, outside of the State right-of-way, an Off-System Construction and Maintenance Agreement must be executed. This agreement allows FDOT to construct the enhancements as part of the previously mentioned LFA and also the various tie-ins that are required as part of the construction. This agreement details that while FDOT is performing the improvements, the City will be responsible for the future maintenance of any improvements outside of the State right-of-way.

The project design was budgeted at $1.9 million with a projected total construction cost of $12.7 million. The project is anticipated to be released for construction bidding in October 2022 with construction starting soon thereafter. The second phase of this project, FPM # 445689-1 SR 520 from Cox to Aurora Street, is currently in design and is scheduled for construction in the summer of 2023. This project is estimated at a combined $5.8 million for design and construction.

As part of the approval of this agenda item, the City of Cocoa City Council is officially authorizing entry into the Off-System Construction and Maintenance Agreement, Three Party Escrow Agreement, and the Locally Funded Agreement with the Florida Department of Transportation for FPN# 442885-1 -52.

STRATEGIC PLAN CONNECTION:

Goal 1.3(b) Install curb and sidewalk on every street.
Goal 3.1(d) The City should identify ways to foster a more pedestrian-oriented downtown, to include providing accessibility to Cocoa Village from the north side of State Road 520.

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes BAF # 22-109-A

Amount Requested	$14,495.00
Account Number	001-0000-389.99-50
Account Name	Fund Balance

Amount Requested	$14,495.00
Account Number	001-3510-541.63-00
Account Name	Infrastructure

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a resolution amending the FY22 budget, BAF 22-109-A for entering into an Off-System Construction and Maintenance Agreement, Three Party Escrow Agreement, and Locally Funded Agreement with the Florida Department of Transportation for FPN# 442885-1-52, the State Road 520 from Aurora Road to Hubert Humphrey Causeway project.

RESOLUTION NO. 2022-055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER AND/OR CITY ATTORNEY TO EXECUTE THE LOCALLY FUNDED AGREEMENT, A THREE PARTY ESCROW AGREEMENT, AND OFF SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT FOR SIDEWALK AND CURB IMPROVEMENTS TO ON CITY OF COCOA ROADWAYS AS PART OF FPM 442885-1-52; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and the City of Cocoa desire to facilitate the sidewalk improvements on Hughlett Avenue, Delannoy Avenue, and Riveredge Boulevard; and

WHEREAS, the State of Florida Department of Transportation has requested the City of Cocoa to execute and deliver to the State of Florida Department of Transportation the Locally Funded Agreement for the aforementioned project; FPN 442885-1-52; and

WHEREAS, the State of Florida Department of Transportation and the City of Cocoa desire to facilitate the project improvements on Varr Avenue/Lake Drive, Pineapple Avenue, Mango Avenue, Valencia Avenue, Blake Avenue, Ridgeway Avenue, Hughlett Avenue, Forrest Ave, Florida Avenue, Brevard Avenue, County Road 515 (Delannoy Avenue), Riveredge Boulevard that are required for connectivity to the on-system improvements; and

WHEREAS, the State of Florida Department of Transportation has requested the City of Cocoa to execute and deliver to the State of Florida Department of Transportation the Off System Construction and Maintenance Agreement for the aforementioned project; FPN 442885-1-52.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

Section 1. The City Council authorizes the City Manager to make, execute and deliver to the State of Florida Department of Transportation the Locally Funded Agreement for the sidewalk improvements on Hughlett Avenue, Delannoy Avenue, and Riveredge Boulevard, FPN 442885-1-52.

Section 2. The City Council authorizes the City Manager to make, execute, and deliver to the State of Florida Department of Transportation the Three Party Escrow Agreement for the sidewalk improvements on Hughlett Avenue, Delannoy Avenue, and Riveredge Boulevard, FPN 442885-1-52.

Section 3. The City Council authorizes the City Manager to make, execute and deliver to the State of Florida Department of Transportation the Off System Construction and Maintenance Agreement for the project improvements on Varr Avenue/Lake Drive, Pineapple Avenue, Mango Avenue, Valencia Avenue, Blake Avenue, Ridgeway Avenue, Hughlett Avenue, Forrest Ave, Florida Avenue, Brevard Avenue, County Road 515 (Delannoy Avenue), Riveredge Boulevard, FPN 442885-1-52.

Section 3. All resolution or parts of resolutions in conflict herewith are repealed to the extent of the conflict.

Section 4. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 12th day of July, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

RESOLUTION NO. 2022-066

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2022; 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, 2021, and ending on September 30, 2022, at a Regular meeting held on September 28, 2021; 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 2021-2022 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 12th day of July, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2022 - 22-109-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3510 | DATE PREPARED: 06/29/22

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 14,495	001-0000-389.99-50		Fund Balance Reserves	$ 0	$ 0	$ 14,495	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 14,495	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 14,495	001-3510-541.63-00	CA2202	INFRASTRUCTURE	$ 300,000	$ 738,285	$ 752,780	$ 88,740
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 14,495	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

$14,495 is needed as part of the FDOT Project 442885-1-52-01 for the installation of sidewalks and curbing on city roadways. These sidewalks will be placed on Riveredge, Hughlett, and Delannoy by FDOT through their construction project. The City will be responsible for actual costs. If costs are higher than the projected amount, the City will be required to cover the difference. Agenda 22-386

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 07/12/22 *RESOLUTION #:* 2022-066

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

6/29/22	Bryant Smith Digitally signed by Bryant Smith Date: 2022.06.29 09:53:22 -04'00'	6/29/22	Colleen Campbell Digitally signed by Colleen Campbell Date: 2022.06.29 13:29:20 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
6/29/22	Bryant Smith Digitally signed by Bryant Smith Date: 2022.06.29 09:54:00 -04'00'		Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2022.06.30 12:59:44 -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 #: _____

OFF SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT
Between
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
("DEPARTMENT")
and
THE CITY OF COCOA
("LOCAL GOVERNMENT")

WHEREAS, the State of Florida Legislature has approved and mandated the DEPARTMENT to complete the various projects included in the DEPARTMENT'S Work Program; and

WHEREAS, included in the DEPARTMENT'S Work Program is Project FM 442885-1-52-01 (State Road 520 from Aurora Road to Hubert Humphrey Causeway) located in Brevard County, Florida, hereinafter referred to as the "Project", some or all of which is not on the State Highway System; and

WHEREAS, the parties hereto agree that it is in the best interest of the DEPARTMENT and of the LOCAL GOVERNMENT for the DEPARTMENT to act on behalf of the LOCAL GOVERNMENT in completing all aspects of any portion of the Project not on the State Highway System, including, but not necessarily limited to (1) constructing the Project through its completion and (2) providing Construction Engineering Inspection (CEI) as necessary for the Project; and

NOW THEREFORE,

1. The recitals set forth above are hereby incorporated herein as if restated and set forth herein.
2. The parties agree that the DEPARTMENT shall undertake and complete the Project. The Project shall include the tasks described in Exhibit "A" hereto and all other tasks associated with or arising out of the tasks listed therein. The LOCAL GOVERNMENT shall fully cooperate with and shall support the DEPARTMENT'S work efforts in these regards. The LOCAL GOVERNMENT hereby grants to the DEPARTMENT, its Contractors, representatives, employees, and agents the right to enter onto LOCAL GOVERNMENT property to accomplish the tasks required by the Project. This right of entry shall continue in full force and effect throughout

the time that the Project is ongoing. The DEPARTMENT shall have final decision-making authority with respect for construction of the Project.

3. The LOCAL GOVERNMENT by virtue of the formal resolution, copy attached hereto as Exhibit “B”, approving this agreement, consents to and authorizes the DEPARTMENT to act on behalf of, for the benefit of, and in the name of the LOCAL GOVERNMENT, to further do all acts necessary, specifically the construction of improvements for the benefit of the LOCAL GOVERNMENT, providing Construction Engineering Inspection (CEI) Services, and securing all environment and regulatory permits.
4. To the extent necessary, the LOCAL GOVERNMENT hereby appoints the DEPARTMENT as its agent for purposes of construction, reconstruction, and relocation of utilities under Section 337.403(1), Florida Statutes. The LOCAL GOVERNMENT agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction, and relocation of utilities that may be located within the existing or acquired right of way. The parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction, and post-construction phase to identify, plan, and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters.
5. The LOCAL GOVERNMENT acknowledges and agrees that the right of way and the existing improvements, facilities, and structures on Hughlett Avenue, County Road 515 (Delannoy Avenue), and Riveredge Boulevard are and will remain under the ownership of the LOCAL GOVERNMENT. Maintenance of the Project, including the segments of Hughlett Avenue, County Road 515 (Delannoy Avenue), and Riveredge Boulevard impacted by the Project during construction, shall be the responsibility of the DEPARTMENT and its contractor.
6. The DEPARTMENT and the LOCAL GOVERNMENT shall cooperate with each other and keep each other well informed of the work efforts and progress hereunder. The DEPARTMENT shall have the sole authority with respect to make all decisions relating to, and including the need for, change orders, and supplemental agreements associated with the construction contract for the Project.

7. All payment and performance bonds shall be issued in favor of the DEPARTMENT. All warranties, if any, shall be made in the name of and for the benefit of the LOCAL GOVERNMENT.
8. The DEPARTMENT shall require its Contractor to provide insurance as required by the DEPARTMENT construction contract specifications.
9. Upon completion of the Project, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the LOCAL GOVERNMENT. Upon issuance of the Notice of Final Acceptance, the LOCAL GOVERNMENT shall be immediately responsible for the perpetual maintenance of those portions of the Project that are located within the right of way limits of Hughlett Avenue, County Road 515 (Delannoy Avenue), and Riveredge Boulevard. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the LOCAL GOVERNMENT understands and agrees that the DEPARTMENT shall transfer all permits for those portions of the Project that are located within the right of way limits of Hughlett Avenue, County Road 515 (Delannoy Avenue), and Riveredge Boulevard, if any, to the LOCAL GOVERNMENT as the operational maintenance entity and the LOCAL GOVERNMENT agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits. The LOCAL GOVERNMENT agrees to cooperate and to support the DEPARTMENT'S efforts to secure permits necessary for and associated with the Project.
10. This Agreement shall become effective as of the date both parties hereto have executed the Agreement and shall continue in full force and effect until the Project is completed by the DEPARTMENT and the improvements have been turned over to the LOCAL GOVERNMENT by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to, budgetary and bid cost considerations.

11. Pursuant to Section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement except for the obligation of the LOCAL GOVERNMENT to maintain the Project and said Agreement shall be perpetual as to that obligation.
12. If any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the LOCAL GOVERNMENT to enter into this Agreement or to undertake the Project, the LOCAL GOVERNMENT will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.
13. It is understood that the DEPARTMENT'S participation in said Project is subject to:

    a.) Legislative approval of the DEPARTMENT'S appropriation request in the work program year that the Project is scheduled;

    b.) Availability of funds based on the following limitations:

    i.) The DEPARTMENT'S performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature. If the DEPARTMENT'S funding for this Project is in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.

    ii.) In the event this Agreement is in excess of $25,000.00 and has a term of a period of more than one year, the provisions of §339.135(6)(a), Florida Statutes, are hereby incorporated. The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on

such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executor only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT, which are for an amount in excess of $25,000.00 and which have term for a period of more than one (1) year.

14. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
15. The LOCAL GOVERNMENT 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:

    a.) All persons employed by the LOCAL GOVERNMENT during the term of the Contract to perform employment duties within Florida; and

    b.) All persons, including, subcontractors, assigned by the LOCAL GOVERNMENT to perform work pursuant to the contract with the DEPARTMENT.

16. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, express mail or electronic mail (e-mail) and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this Agreement. Unless otherwise notified in writing, notices shall be sent to the following:

LOCAL GOVERNMENT

Bryant Smith, P.E.
Public Works Director/City Engineer

City of Cocoa
155 North Wilson Avenue
Cocoa, Florida 32922
(321) 433-8771
bsmith@cocoafl.org

DEPARTMENT

State of Florida, Department of Transportation
District Five- Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720
(386) 943-5537
D5-LocalPrograms@dot.state.fl.us

17. No modification of this Agreement shall be binding on the Parties unless reduced to writing and signed by a duly authorized representative of the Parties.
18. In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.
19. The individual identified as the person to receive notice hereunder shall have the authority to act on behalf of and to bind the LOCAL GOVERNMENT and the DEPARTMENT, respectively, as to all determinations required to be made under the terms of this Agreement.

LOCAL GOVERNMENT

Bryant Smith, P.E.
Public Works Director/City Engineer
City of Cocoa
155 North Wilson Avenue
Cocoa, Florida 32922
(321) 433-8771
bsmith@cocoafl.org

DEPARTMENT

C. Jack Adkins
District 5 Director of Transportation Development
719 South Woodland Boulevard
DeLand, Florida 32720

Remainder of this page intentionally left blank.

IN WITNESS WHEREOF**,** the parties hereto have executed this Agreement on the dates exhibited, by the signatures below.

CITY OF COCOA

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

By: _____

Title: _____

LOCAL GOVERNMENT Legal Review:

_____
By:
Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name: C. Jack Adkins

Title: Director of Transportation Development

Date: _____

DEPARTMENT Legal Review:

_____
By:
Attorney

EXHIBIT "A"
SCOPE OF SERVICES

The DEPARTMENT will undertake and complete the construction of the Project for the benefit of the LOCAL GOVERNMENT including CEI.

Scope of Services:
The LOCAL GOVERNMENT wants to add sidewalks on the following side streets: Hughlett Avenue, Delannoy Avenue, and Riveredge Boulevard.

The DEPARTMENT'S plans for the above-described Project are identified as plans prepared by Pevida Highway Designers, LLC, dated June 03, 2022, for Project #442885-1-52-01. A copy of the coversheet of the plans is attached hereto as Exhibit "A-1". The Project will be built in conformance with the final plans as developed and as completed.

Remainder of this page intentionally left blank.

EXHIBIT “A-1”
CONSTRUCTION PLANS

The Construction Plans are attached and incorporated into this Agreement.

THIS PROJECT TO BE LET TO CONTRACT
WITH FINANCIAL PROJECT ID(S):
442885-1-56-01

COMPONENTS OF CONTRACT PLANS SET

ROADWAY PLANS
SIGNING AND PAVEMENT MARKING PLANS
LIGHTING PLANS
SIGNALIZATION PLANS

A DETAILED INDEX APPEARS ON THE
KEY SHEET OF EACH COMPONENT

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3 - 9	TYPICAL SECTIONS
10 - 15	TYPICAL SECTION DETAILS
16 - 17	PROJECT LAYOUT
18 - 19	PROJECT CONTROL
20	GENERAL NOTES
21 - 36	ROADWAY PLANS
37 - 46	ROADWAY PROFILES
47 - 58	SPECIAL PROFILES
59 - 70	INTERSECTION DETAILS
71 - 75	DRAINAGE STRUCTURES
76 - 80	SPECIAL DETAILS
81	ROADWAY SOIL SURVEY
82 - 127	CROSS SECTIONS
128 - 129	STORMWATER POLLUTION PREVENTION PLAN
130 - 182	TEMPORARY TRAFFIC CONTROL PLANS
183 - 200	UTILITY ADJUSTMENTS
201 - 205	MISCELLANEOUS STRUCTURES PLANS

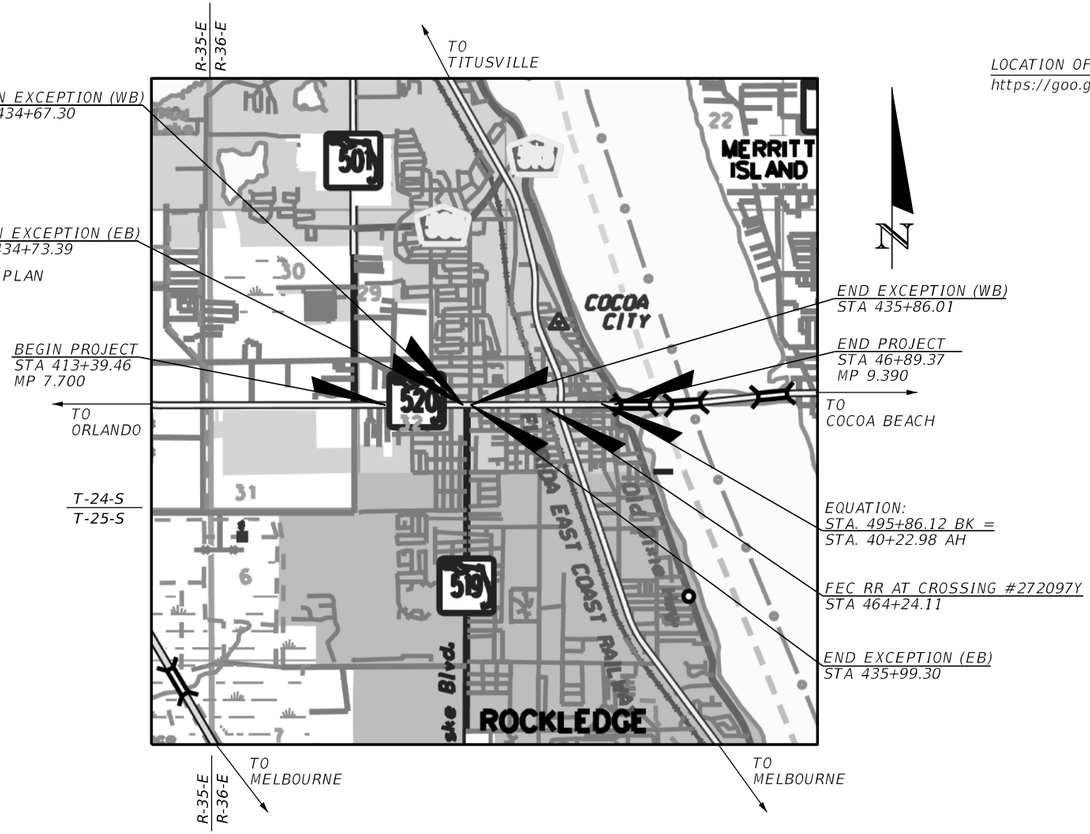
STATE OF FLORIDA

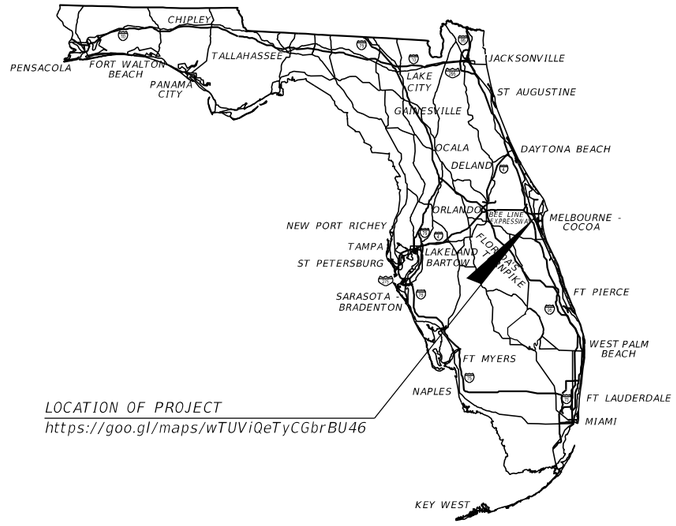
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

FINANCIAL PROJECT ID 442885-1-52-01
FINANCIAL PROJECT ID 442885-1-52-02
(FEDERAL FUNDS)
BREVARD COUNTY (70100-000)/(70100-001)

STATE ROAD NO. 520
RESURFACING AND SAFETY IMPROVEMENTS FROM
AURORA ROAD TO HUBERT HUMPHREY CAUSEWAY





PHASE IV PLANS
6-03-2022

ROADWAY PLANS
ENGINEER OF RECORD:

ANDREW STILLING, P.E.
P.E. LICENSE NUMBER 60629
PEVIDA HIGHWAY DESIGNERS, LLC
420 S ORANGE AVE, SUITE 120,
ORLANDO, FLORIDA 32801
CONTRACT NO.: CAC25
VENDOR NO.: 81-298871

FDOT PROJECT MANAGER:

ELIODE JOSEPH, P.E.

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2022-23 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, July 2022 Standard Specifications for Road and Bridge Construction at the following website:
http://www.fdot.gov/programmanagement/Implemented/SpecBooks

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
	23	SR 520

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

5/23/2022 3:11:38 PM astilling
M:\05_SR 520_442885-1_from Aurora Rd to Hubert Humphrey Causeway\500_CADD\4428851520 1\roadway\KEYSR001.dgn

EXHIBIT “B”
RESOLUTION

The Local Government Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), the City of Coca (“Participant”), and the State of Florida, Department of Financial Services, Division of Treasury (“Escrow Agent”), and shall become effective upon the Agreement’s execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project (“Project”):

Project Name: State Road 520 from Aurora Road to Hubert Humphrey Causeway Project
Project #: 442885-1-52-02
County: Brevard

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent’s receipt and execution of this Agreement.

2. Other deposits to the escrow account may be made during the life of this agreement.

3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.

4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT’s Comptroller or designee.

5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.

6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.

8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.

9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.

10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT-OOC (signature)	For PARTICIPANT (signature)
Name and Title	Name and Title
59-3024028 Federal Employer I.D. Number	Federal Employer I.D. Number
Date	Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

Agency: City of Cocoa Vendor No.: F596000292009	Fund: LF Contract Amount: $14,495.00	Financial Project No.: 442885-1-52-02

LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF COCOA

This **AGREEMENT**, made and entered into _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") and the CITY OF COCOA**,** (hereinafter referred to as the "LOCAL GOVERNMENT"),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto as Exhibit "C", and made apart hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the project described as: "the State Road 520 from Aurora Road to Hubert Humphrey Causeway project", said project being known as Financial Project Number (FPN) 442885-1-52-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to provide the funds for: Add sidewalks on Hughlett Avenue, Delannoy Avenue, and Riveredge Boulevard, in Fiscal Year 2022/2023, said Project being known as FPN 442885-1-52-02, and said improvements shall hereinafter be referred to as the "Additional Improvements"; and

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the Additional Improvements in a cost effective manner, the LOCAL GOVERNMENT desires to have said Additional Improvements made a part of the Project and to provide funding to the DEPARTMENT to be used for the Additional Improvements as described in "Exhibit A";

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall cause the Additional Improvements described in Exhibit "A" to be incorporated into the DEPARTMENT'S plans for the State Road 520 from Aurora Road to Hubert Humphrey Causeway project and to be constructed as a part of said Project.

3. The DEPARTMENT shall perform necessary preliminary engineering, prepare any and all design plans, acquire all necessary right-of-way, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work, all as may be applicable for the Project as previously defined. The Project as previously defined may include some or all of the foregoing activities. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

4. After construction is complete, the LOCAL GOVERNMENT agrees to inspect and maintain the constructed improvements in perpetuity as specified in Exhibit "A", Scope of Services.

5. Participation by the LOCAL GOVERNMENT in the funds for the construction phase of the Project shall be made as follows:

(A) The DEPARTMENT'S current estimate of cost for the Additional Improvements is **$14,495.00 (Fourteen Thousand Four Hundred Ninety-Five Dollars and No/100).** The DEPARTMENT'S performance and obligation to construct the Project is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving written notice to the LOCAL GOVERNMENT to that effect.

(B) The Project is being funded by the LOCAL GOVERNMENT in the amount of **$14,495.00 (Fourteen Thousand Four Hundred Ninety-Five Dollars and No/100).** Said funds are programmed under Financial Project Number (FPN) 442885-1-52-02. As described in paragraph 5(C) below, the LOCAL GOVERNMENT agrees that it will provide the balance of the funding necessary to complete the Project.

(C) The LOCAL GOVERNMENT agrees that it will, on or before but no later than **July 15, 2022**, furnish the DEPARTMENT an advance deposit in the amount of **$14,495.00 (Fourteen Thousand Four Hundred Ninety-Five Dollars and No/100)** for full payment of the estimated project cost for Locally Funded project number 442885-1-52-02. The advance deposit shall be the total estimated project cost plus allowances, including contingency. The DEPARTMENT may utilize this deposit for payment of the costs of the Project.

(D) If the accepted bid amount plus allowances is in excess of the advance deposit amount, the LOCAL GOVERNMENT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the accepted bid, whichever is earlier, so that the total deposit is equal to the bid amount plus allowances. The DEPARTMENT will notify the LOCAL GOVERNMENT as soon as it becomes apparent the accepted bid amount, plus allowances, is in excess of the advance deposit amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below. If the LOCAL GOVERNMENT cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT project manager indicating when the deposit will be made. The LOCAL GOVERNMENT understands the request and approval of the additional time could delay the project, and additional costs may be incurred due to a delay of the project.

(E) If the accepted bid amount plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the bid amount plus allowances if such refund is requested by the LOCAL GOVERNMENT in writing.

(F) Should project modifications or changes to bid items occur that increase the LOCAL GOVERNMENT share of total project costs, the LOCAL GOVERNMENT will be notified by the DEPARTMENT accordingly. The LOCAL GOVERNMENT agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund its

share of the Project. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent the actual costs will overrun the award amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation during the Project and on final accounting as provided herein below. Funds due from the LOCAL GOVERNMENT during the Project not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, Florida Statutes (F.S.).

(G) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty days (360) of final payment to the Contractor. The DEPARTMENT considers the Project complete when the final payment has been made to the Contractor, not when the construction work is complete. All project cost records and accounts shall be subject to audit by a representative of the LOCAL GOVERNMENT for a period of three (3) years after final close out of the project. The LOCAL GOVERNMENT will be notified of the final cost. Both parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the LOCAL GOVERNMENT. If the final accounting is not performed within three hundred and sixty (360) days, the LOCAL GOVERNMENT is not relieved from its obligation to pay.

(H) In the event the final accounting of total project costs is greater than the total deposits to date, the LOCAL GOVERNMENT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The LOCAL GOVERNMENT agrees to pay interest at a rate as established pursuant to Section 55.03, F. S., on any invoice not paid within forty (40) calendar days until the invoice is paid.

(I) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached escrow agreement between LOCAL GOVERNMENT, DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury.

(J) Contact Persons:

DEPARTMENT

District 5 Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720-6834
(386) 943-5537

D5-LocalPrograms@dot.state.fl.us

LOCAL GOVERNMENT

Bryant Smith, P.E.
Public Works Director/City Engineer
City of Cocoa
155 North Wilson Avenue
Cocoa, Florida 32922
(321) 433-8771
bsmith@cocoafl.org

6. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

7. In the event this Agreement is in excess of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

> "The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of $25,000.00 and which have a term for a period of more than one (1) year."

8. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

9. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

10. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

11. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

(A) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

(B) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on _____, and the DEPARTMENT has executed this Agreement on _____.

CITY OF COCOA

By: _____

Name: _____

Title: _____

Attest:

_____

LOCAL GOVERNMENT Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name: C. Jack Adkins

Title: Director of Transportation Development

Attest:

_____

Executive Secretary

Legal Review:

_____

DEPARTMENT Attorney

Financial Provisions Approval by
Department of Comptroller on:

July 8, 2019

EXHIBIT "A"

SCOPE OF SERVICES

The LOCAL GOVERNMENT wants to add sidewalks on the following side streets: Hughlett Avenue, Delannoy Avenue, and Riveredge Boulevard.

The DEPARTMENT'S Contractor shall construct the Additional Improvements as part of the construction contract for the State Road 520 from Aurora Road to Hubert Humphrey Causeway project.

After construction is complete, the LOCAL GOVERNMENT shall at all times be responsible, at their own cost and expense, for maintaining the Additional Improvements constructed under this Agreement, in perpetuity, which includes clean-up, removal and disposal of debris from catastrophic events or accidents as well as routine maintenance. The LOCAL GOVERNMENT will respond to and handle any citizen complaints. If the Additional Improvements needs to be rehabilitated and/or repaired at any time in the future, the DEPARTMENT is under no obligation to restore, repair or replace the Additional Improvements.

The remainder of this page intentionally left blank.

EXHIBIT "B"

ESTIMATE

The estimate is based on Statewide and District Average Bid Price for the following items times an escalation to bring the cost up to the construction fiscal year.

Pay Item Number	Item Description	Unit	Quantity	Unit Price	Estimated Cost
522-1	Concrete Sidewalk and Driveways 4" within Side Streets	SY	283	$49.87	$14,113.21
				LFA total (Rounded)	**$14,113.21**
				LFA total with inflation for Fiscal Year 2023	**$14,494.27**
				Rounded	**$14,495.00**

The remainder of this page intentionally left blank.

EXHIBIT “C”

RESOLUTION

The Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

Legislation Details (With Text)

File #:	22-290	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	5/10/2022			**In control:**	City Council
On agenda:	7/12/2022			**Final action:**	
Title:	Approve Participation in a Multi-Year Cooperative Purchase Agreement with Hydra Service, Inc., Debary, Florida for the Systematic Replacement of Lift Station Pumps, Project No. WS1141, Utilizing the Orange County Contract No. Y21-170-MV effective August 1, 2021 through July 31, 2024; To Authorize the City Manager to Approve Purchase not to Exceed $66,897 for FY22 and to Execute Any Annual Renewal Amendments Under the Original Contract. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	EVERIFY Hydra Service (S) MOU.pdf PARTICIALLY EXE Standard Form for Piggyback Contract No. Y21-170-MV-ABS PumpsParts SIGNED E-Verify Affidavit.pdf Y21-170 Orange County-Hydra.pdf Hydra Service Pump Quote No. 220616-2JS.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	June 9, 2022
Agenda Date:	July 12, 2022
Prepared By:	Melinda M. Keesee, Field Operations Technician
Prepared By:	Donnie Howard, Field Operations Manager
Through:	Chris M. Collier, Assistant Utilities Director
Through:	John A. Walsh, P.E., Utilities Director

Requested Action:

To Approve Participation in a Multi-Year Cooperative Purchase Agreement with Hydra Service, Inc., Debary, Florida for the Systematic Replacement of Lift Station Pumps, Project No. WS1141, Utilizing the Orange County Contract No. Y21-170-MV effective August 1, 2021 through July 31, 2024; To Authorize the City Manager to Approve Purchase not to Exceed $66,897 for FY22 and to Execute Any Annual Renewal Amendments Under the Original Contract

BACKGROUND:

Project No. WS1141 was established as an annual program to replace aging lift station pumps with newer more efficient pumps. In FY22, seven (7) pumps have been identified by the Sewer Field Operations staff as candidates for replacement due to age, number of cycles, etc.

At this time, we are requesting approval to use the Orange County Contract No. Y21-170-MV. This

contract has been reviewed by the City and has been determined to be applicable to the services required by Sewer Field Operations. Therefore, staff recommends approval to use the Orange County contract with Hydra Service, Inc. to provide new lift station pumps, and to authorize a budgeted expenditure for these items not to exceed $66,897.00 in FY2022. Future fiscal year budget amounts for these pump replacements will be determined during the budget process, and submitted to City Council for final approval, if above the City Manager signing authority.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested:	$66,897.00
Account Number:	424-4125-536.46-00, WS1141
Account Name:	Repairs and Maintenance

PREVIOUS ACTION:

On May 25, 2021, City Council approved Bid No. B-21-13-COC and Contract No. 21-13-COC with Hydra Services, Inc., DeBary, Florida for the Systematic Replacement of Lift Station Pumps, Project No. WS1141.

RECOMMENDED MOTION:

To Approve Participation in a Multi-Year Cooperative Purchase Agreement with Hydra Service, Inc., Debary, Florida for the Systematic Replacement of Lift Station Pumps, Project No. WS1141, Utilizing the Orange County Contract No. Y21-170-MV effective August 1, 2021 through July 31, 2024; To Authorize the City Manager to Approve Purchase not to Exceed $66,897 for FY22 and to Execute Any Annual Renewal Amendments Under the Original Contractt

Company ID Number: 1638634

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Hydra Service (S), Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1638634

Approved by:

Employer Hydra Service (S), Inc	
Name (Please Type or Print) Josselyn Whisonant	Title
Signature Electronically Signed	Date 02/04/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/04/2021

Company ID Number: 1638634

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Hydra Service (S), Inc
Company Facility Address	250 Springview Commerce Drive Debary, FL 32713
Company Alternate Address	PO BOX 365 Warrior, AL 35180
County or Parish	VOLUSIA
Employer Identification Number	631209755
North American Industry Classification Systems Code	453
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

Company ID Number: 1638634

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)

Company ID Number: 1638634

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Liz Sherbert
Phone Number	(205) 647 - 5326
Fax Number	(205) 647 - 2736
Email Address	liz@hydraservice.net

Name	Josselyn Whisonant
Phone Number	(205) 647 - 5326
Fax Number	(205) 647 - 2736
Email Address	joss@hydraservice.net

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STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Hyrdra Services, Inc., 250 Springview Commerce Dr., Debary, FL 32713, (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals, or bids. The parties agree that the Vendor has entered a contract with Orange County, FL, said contract being identified as: ABS Pumps, Parts and Repairs, Contract No. Y21-170-MV**.** (Referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: supply, service inspection, diagnosis and repair of ABS Submersible motor and pumps. These specifications shall encompass motors of various types, single and three phases up to and including 150 HP. The submersible pump repair shall include pump sizes up to and including 15-inch discharge, see attached (Exhibit A – original contract).

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and Hydra Service, Inc. with an expiration date of July 31, 2024,In accordance with the Orange County Contract No. Y21-170-MV which may be renewed for two (2) additional one (1) year periods, should Orange County and Hydra Services Inc, renew or extend terms, so shall this agreement automatically renew or extend for like terms.

a. Insurance Requirements (As Applicable):

Liability Insurance

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers’ compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

a. Any other provisions that will be modified:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B)** in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

b. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

c. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

d. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation, or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

e. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

f. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

VENDOR:

Hydra Service Inc.
Attn: Dale Jahn
250 Springview Commerce Dr.
Debary, FL 32713
Phone:407-790-9751
Fax:407-330-3404
Email:Dale@hydraservice.net

Hydra Service Inc.

Entered this 9 day of March

Keaton Heller / General Manager

(Print Name / Title)

(Signature)

3/9/2022

(Date)

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

CITY OF COCOA

By: N/A

Date: _____

(Stockton Whitten, City Manager)

City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: _____

Date: _____

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

_____

Attested By: City Clerk

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Hydra Service(s) Inc [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Hydra Service(s) Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Keaton Heller

Print Name: Keaton Heller

Date: 3/9/2022

STATE OF ~~FLORIDA~~ Alabama

COUNTY OF Blount

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th (date) by Keaton Heller (name of officer or agent, title of officer or agent) of Hydra Service(s) (name of corporation acknowledging), a Corp. (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Self (type of identification) as identification.

[Notary Seal] Notary Public

Josselyn Lee Whisonant

Name typed, printed or stamped

My Commission Expires: 10/29/22

JOSSELYN LEE WHISONANT
NOTARY PUBLIC
ALABAMA STATE AT LARGE

AMENDMENT NO. 1
CONTRACT NO. Y21-170-MV, FLYGT AND ABS PUMPS, PARTS AND REPAIRS

EFFECTIVE DATE: AUGUST 1, 2021

The subject contract name is changed. Additions are underlined, deletions are ~~strikethrough~~.

CONTRACT NO. Y21-170-MV, ~~FLYGT AND~~ ABS PUMPS, PARTS AND REPAIRS

All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the County have executed this amendment on the date below:

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

By: Perry Davis C.P.M.

Perry Davis, C.P.M.

Contracts Supervisor

Date: 8/19/2021

CONTRACT NO. Y21-170
FLYGT AND ABS PUMPS, PARTS AND REPAIRS

LOT B

This contract is not valid unless bilaterally executed. Subject to mutual agreement Orange County, Florida, hereby enters into a contract subject to the following:

1. Ordering against Contract:

   A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for deliver.

   B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners or other funding source as specified in the terms and conditions.

2. Taxes:

   The County has the following tax exemption certificates assigned.

   A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;

   B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

3. Invoicing:

   A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

   Orange County Utilities Field Services Division
   8100 Presidents Drive Orlando, FL 32809
   Attention: Financial Services Department
   Phone: (407) 836-6829

   B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.

4. Counterpart (1):
Bidder's Irrevocable Offer and Acceptance

A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y21-170-MV, FLYGT AND ABS PUMPS, PARTS AND REPAIRS - Term Contract**, subject to all general terms and conditions and special terms and conditions therein without exception.

B. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

C. Debarment, Suspension, Ineligibility and Voluntary Exclusion
By executing Counterpart (1) the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Hydra Service (S), Inc.
(COMPANY NAME)

BY: Keaton Heller (Authorized Signatory

Keaton Heller (Name)

General Manager (Title)

DATE: 5/10/2021

NOTICES: 250 Springview Commerce Drive (Address)

(Address)

Debary, FL 32713 (City, State Zip)

407-330-3456 / 407-625-1388 cell (Phone)

kheller@hydraservice.net (Email)

5. Counterparts. This Agreement may be executed in two identical counterparts, all of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each party and delivered to the other party.

Counterpart (1) shall be executed by the bidder and included in the sealed bid response.

Counterpart (2) may be executed by the County Procurement Division to formalize Acceptance of Bidders Offer and Contract Award.

6. Counterpart (2):
Orange County's Acceptance of Bidder's Offer and Contract Award

A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y21-170-MV, FLYGT AND ABS PUMPS, PARTS AND REPAIRS - Term Contract**.

B. This contract is effective **AUGUST 1, 2021,** and shall remain in effect through **JULY 31, 2024.**

C. The estimated contract award for the initial term of the contract is $1,383,570.

D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.

E. This contract may be renewed as provided in the Invitation for Bids.

F. Any amendments modifying the terms, conditions or scope of this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.

G. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

ORANGE COUNTY, FLORIDA

BY: _____
Zulay Millan, CPPO, CPPB, FCCM
Procurement Division

DATE: 07.29.2021

NOTICES: PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 EAST SOUTH STREET, 2ND FLOOR
ORLANDO, FLORIDA 32801
(407) 836- 5635

LOT B – ABS PUMPS

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT	X	UNIT COST PERCENTAGE MARK-UP OR MARK-DOWN FROM MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)	=	TOTAL ESTIMATED ANNUAL BID
1	ABS Pumps	$75,000	Dollars	X	10 %	=	$ 67,500.00
					☐ MARK-UP OR ☒ MARK-DOWN		
2	ABS Parts	$402,600	Dollars	X	10 %	=	$ 362,340.00
					☐ MARK-UP OR ☒ MARK-DOWN		

ITEM NO.	SERVICES	ESTIMATED ANNUAL USAGE	UNIT	X	UNIT PRICE	=	TOTAL ESTIMATED ANNUAL BID
3	HOURLY LABOR RATE FOR REPAIRS	350	HOURS	X	$ 85.00	=	$ 29,750.00
4	ENVIRONMENTAL FEE 1 TO 10 HP	10	EACH	X	$ 20.00	=	$ 200.00
5	ENVIRONMENTAL FEE 11 TO 50 HP	20	EACH	X	$ 40.00	=	$ 800.00
6	ENVIRONMENTAL FEE GREATER THAN 51 HP	10	EACH	X	$ 60.00	=	$ 600.00

Hydra Service, (S) Inc.
Company Name

7	FLANGE DRILLING SERVICE	$200	DOLLARS	**X**	% N/A ☐ MARK-UP OR ☒ MARK-DOWN	=	$ 0.00	

TOTAL ESTIMATED ANNUAL BID LOT B (LINES 1 THROUGH 7) = $ 461,190.00

X 3

TOTAL ESTIMATED THREE-YEAR BID LOT B = $ 1,383,570.00

TOTAL ESTIMATED THREE-YEAR BID LOT A + LOT B = $ Cannot bid lot A

Hydra Service (S), Inc.

Company Name

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

Inquiries regarding this Invitation for Bids may be directed to Melisa Vergara, Contracting Agent, at Melisa.Vergara@ocfl.net

BID RESPONSE FORM - CONTINUED
THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: Hydra Service (S) Inc.

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#: 63-1209755 D-U-N-S® # 96-520-9146

250	Springview Commerce Drive	Debary
(Street No. or P.O. Box Number)	(Street Name)	(City)

Volusia	Florida	32713
(County)	(State)	(Zip Code)

Contact Person: Dale Jahn

Phone Number: 407-790-9751 Fax Number: 407-330-3404

Email Address: Dale@hydraservice.net

EMERGENCY CONTACT

Emergency Contact Person: Keaton Heller

Telephone Number: 407-330-3456 Cell Phone Number: 407-625-1388

Residence Telephone Number: 800-323-1731 Email: kheller@hydraservice.net

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. 1, Date 4/22/2021 Addendum No._____, Date_____

Addendum No._____, Date_____ Addendum No._____, Date_____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email
Keaton Heller	General Manager	407-330-3456 / kheller@hydraservice.net
Dale Jahn	District Sales Manager	407-790-9751 / dale@hydraservice.net

Keaton Heller
(Signature)

5/10/2021
(Date)

General Manager
(Title)

Hydra Service (S), Inc.
(Name of Business)

The Bidder shall complete and submit the following information with the bid:

Type of Organization

____	Sole Proprietorship	____	Partnership	____	Non-Profit
____	Joint Venture*	✓	Corporation		

State of Incorporation: Alabama

Principal Place of Business (Florida Statute Chapter 607): Warrior/Blount/Alabama
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is: 63-1209755

* *Joint venture firms must complete and submit with their Bid Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project.* ***If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.*** *Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Bid Response*

April 22, 2021
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
INVITATION FOR BID (IFB) Y21-170-MV; ADDENDUM #1

FLYGT AND ABS PUMPS, PARTS AND REPAIRS

This Addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents. Additions are indicated by **<u>underlining</u>** and deletions via ~~strikethrough~~.

A. Questions and Answers

Question 1 - Our internal contracts team indicated that they would like to see the following verbiage added to the contract.

Mutual Waiver and Limitation of Liability

*County and Contractor (inclusive of their respective officers, directors, members, partners, subcontractors, and employees) shall be not be liable to each other for loss of profit or revenue, loss of use or business opportunity, loss of contract, cost of obtaining alternative performance, or for any indirect, consequential, special, incidental and punitive damages. The aggregate liability of each party, whether under contract law, in tort, or otherwise, is limited to the Contract price ("Cap"). **This Cap does not apply to or limit any claim for:** (a) costs, losses, or damages asserted by third parties for destruction of tangible property, (b) bodily injury, sickness, or death of any persons; or (c) gross negligence or willful misconduct.*

Answer – The verbiage shall remain as written in the solicitation.

B. ACKNOWLEDGEMENT OF ADDENDA

- **a.** The bidder shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the date and time for receipt of the bid.
- **b.** All other terms and conditions of the IFB remain the same.
- **c.** Receipt acknowledge by:

_____ _____
Authorized Signature Date

_____
Title

_____
Name of Firm

Issue Date: April 8, 2021

ORANGE COUNTY FLORIDA
PROCUREMENT DIVISION

NOTICE IS HEREBY GIVEN that Orange County, Florida, henceforth referred to as the County is accepting sealed bids for:

INVITATION FOR BIDS #Y21-170-MV, FLYGT AND ABS PUMPS, PARTS AND REPAIRS TERM CONTRACT

Copies of the Invitation for Bids (IFB) documents may be obtained from the Orange County Procurement Division by phoning (407) 836-5635 or by download at:
https://app.negometrix.com/buyer/691

BID SUBMISSION DUE DATE:
In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.

Firms are strongly encouraged to submit responses electronically. Firms will not be permitted to fax or email offers.

To maintain a secured sealed process electronic submissions may be made through the Negometrix platform only at: https://app.negometrix.com/buyer/691

Sealed bid offers for furnishing the above will be accepted up to **4:00 PM (local time), Tuesday, May 11, 2021,** via the electronic portal referenced above, or at the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Bids delivered via mail or hand delivery shall contain an **original**, **two (2) hard copies and one (1) electronic copy on a USB Flash Drive.**

NOTICE TO BIDDERS:
To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Melisa Vergara, Contracting Agent at Melisa.Vergara@ocfl.net.

QUESTIONS:
All questions or concerns regarding this Invitation for Bids shall be submitted by email to Melisa.Vergara@ocfl.net, no later than 5:00 PM **Tuesday, April 20, 2021** to the attention of Melisa Vergara, Procurement Division, referencing the IFB number.

TABLE OF CONTENTS

DESCRIPTION	**PAGE**
SECTION 1: GENERAL TERMS AND CONDITIONS	
GENERAL TERMS AND CONDITIONS	3-20
SECTION 2: SPECIAL TERMS AND CONDITIONS	
SPECIAL TERMS AND CONDITIONS	21-34
SECTION 3: SCOPE OF SERVICES	
SCOPE OF SERVICES	35-41
SECTION 4: BID SUBMISSION REQUIREMENTS AND DOCUMENTATION	
- QUALIFICATION OF BIDDERS (BID PACKAGE REQUIREMENTS)	44-46
- BID RESPONSE FORM	47-50
- EMERGENCY CONTACTS	51
- ACKNOWLEDGEMENT OF ADDENDA	51
- AUTHORIZED SIGNATORIES/NEGOTIATORS	52
- REFERENCE DOCUMENTATION FORM	53-55
- DRUG-FREE WORKPLACE FORM	
- SCHEDULE OF SUBCONTRACTING FORM	
- CONFLICT/NON-CONFLICT OF INTEREST FORM	
- E-VERIFICATION CERTIFICATION	
- RELATIONSHIP DISCLOSURE FORM	
- RELATIONSHIP DISCLOSURE FORM - FREQUENTLY ASKED QUESTIONS (FAQ)	
- ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT	
- EXPENDITURE REPORT- FREQUENTLY ASKED QUESTIONS (FAQ)	
- AGENT AUTHORIZATION FORM	
- LEASED EMPLOYEE AFFIDAVIT	
- INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY	
- CONTRACT	

SECTION 1
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

These specifications constitute the complete set of requirements and bid forms. The bid response page(s), and all forms listed on the bid response page(s) shall be completed, signed, and submitted via the electronic submittal portal, or sealed in an envelope bearing the bid number on the outside and mailed or presented to the Procurement Division on or before the specified time and date. **Failure to comply with the preceding requirements shall result in the rejection of the bid.**

Bids submitted by e-mail, telephone or fax shall not be accepted. An e-mailed or a faxed bid shall be rejected as non-responsive regardless of where it is received.

Bids may be submitted via the electronic submission portal at: **https://app.negometrix.com/buyer/691**, or in the Procurement Division; Internal Operations Centre II, 400 E. South Street; 2nd Floor, Orlando, FL 32801, prior to the submission deadline. Bids will be opened per the public meeting notice.

Bidders are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any bid. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Late bids will be returned to the Bidder unopened. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).

If submitting via mail or in person, bids must be typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the bid.

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, thirty (30) days after bid opening or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment.

For information concerning this bid, please contact the Procurement Division at the address listed above or by calling 407-836-5635. Please specify the bid number for which you are inquiring.

2. QUESTIONS REGARDING THIS SOLICITATION

All questions or concerns regarding this Invitation for Bids shall be submitted by email to the Procurement Division representative specified on the cover page of this Invitation for Bids. Consideration for modification or alteration of the documents contained in this solicitation shall be requested during the specified question specified on the cover page of this Invitation for Bids.

When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the aforementioned electronic portal for access by potential Bidders.

Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

This provision exists solely for the convenience and administrative efficiency of Orange County. No Bidder or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Bidder or third party have any standing to sue or cause of action arising there from.

3. PRICE/DELIVERY

Price(s) bid must be the price(s) for new goods, unless otherwise specified. Any bids containing modifying or "escalator" clauses will not be considered unless specifically requested in the bid specifications.

"Acceptance" as herein used means the acceptance by Orange County after the Manager, Procurement Division or authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries resulting from this bid are to be performed during the normal working hours of the County. Time is of the essence and the Contractor's delivery date must be specified and adhered to. Should the Contractor, to whom the order or contract is awarded, fail to deliver on or before the stated date, the County reserves the right to **CANCEL** the order or contract and make the purchase elsewhere, and the Contractor shall be required to compensate the County for the difference in price paid for the alternate goods. The Contractor shall be responsible for making any and all claims against carriers for missing or damage goods. Partial shipments will be acceptable unless otherwise stated.

4. FEDERAL AND STATE TAX

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Procurement Division will sign an exemption certificate submitted by the Contractor.

Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

5. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. The County also reserves the right to reject the bid of any bidder who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid. Award will be made to the lowest responsive and responsible bidder as determined by the County.

The County reserves the right, and the Manager, Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

6. BRAND NAME OR EQUALS/DEVIATIONS

Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular good is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of good that will be acceptable. Equal offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with equal offers will result in the disqualification of the bid.

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

Although the County provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the County. Award may not necessarily be given to the lowest bid offered.

The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Unless the bid is in response to a "Brand Name or Equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids.

Deviations, if accepted, will be specifically addressed in writing via an addendum to this Invitation for Bids. Any goods or services that are not in compliance with the specifications will not be accepted.

7. NO BID

Where more than one item is listed, any items not bid upon shall be indicated as "NO BID".

8. CONFLICT OF INTEREST

The award is subject to provisions of applicable State Statutes and County Ordinances. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Orange County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Bidder's firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

9. LEGAL REQUIREMENTS

All applicable Federal and State laws and County ordinances that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

A. Contractors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

B. Businesses wishing to participate in the County procurement process as an Orange County Certified M/WBE firm are required to complete a certification application to attain recognition as such. You may contact the Procurement Division or the Business Development Division for information and assistance.

10. RECIPROCAL PREFERENCE

In the event the lowest responsive and responsible bid submitted in response to any Invitation for Bids is by a bidder whose principal place of business is in a county other than Orange County, and such county grants a bid preference for purchases to a bidder whose principal place of business is in such county, then Orange County may award a preference to the (next) lowest responsive and responsible bidder having a principal place of business within Orange County, Florida. Such preference will be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business **except as provided below.**

Effective July 1, 2015 the reciprocal local preference will not apply to construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.

If the solicitation involves a federally funded project where the funding source requirements prohibit the use of state and/or local preferences, the reciprocal local preference will not be applied.

11. GOVERNING LAW AND VENUE

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

12. JURY WAIVER

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

13. ATTORNEYS' FEES AND COSTS

The Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

14. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Contractor and the County for any terms and conditions not specifically stated in this Invitation for Bids.

15. MISTAKES

In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bidders must check their bid where applicable. Failure to do so will be at the Bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

16. AVAILABILITY OF FUNDS

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and Orange County, Florida, or other specified funding source for this procurement.

17. NON-DISCRIMINATION

The County's policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided and enforced by Section 17-314 of the Orange County Code and the County's relevant Administrative Regulations. It is also the county policy that person(s) doing business with the County shall recognize and comply with this policy and that the County shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

1. The Contractor shall adopt and maintain, or provide evidence to the County that Contractor has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this Agreement.

2. The Contractor agrees that, on written request, the Association shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the County, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.

3. The Contractor agrees that, if any obligations of this contract are to be performed by subcontractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the subcontract.

18. BID TABULATION AND RESULTS

Bid tabulations shall be available thirty (30) days after opening on the Orange County website at: **http://apps.ocfl.net/orangebids/bidresults/results.asp** or upon notice of intended action, whichever is sooner.

19. BID FORMS

All bids shall be submitted on the County's standard Bid Response Form. Modification of the Bid Response Form herein or submission of Bids on Bidder's quotation forms shall not be accepted and shall be deemed non-responsive.

20. REFERENCES

A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. The reference shall be the owner or a representative of the owner. Contractors who provided services under the referenced project (contract) shall not be accepted as references. **DO NOT** list principals or officers who shall not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquiries may negatively impact the responsibility of the Bidder.

21. POSTING OF RECOMMENDED AWARD AND PROTESTS

The recommended award will be posted for review by interested parties at the Procurement Division and at:

http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

- **Orange County Lobbyist Regulations General Information**
  http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The County may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

- **Orange County Protest Procedures**
  http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx

Failure to file a protest with the Manager, Procurement Division by 5:00 PM on the fifth full business day after posting, shall constitute a waiver of bid protest proceedings.

22. BID AND RELATED COSTS

By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the County shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

23. CONTRACTUAL AGREEMENT

This Invitation for Bids shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), bid document, and response. Any and all legal actions associated with this Invitation for Bids and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

24. PUBLIC ENTITY CRIME

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and

shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

25. DRUG-FREE WORKPLACE FORM

The Drug-Free Workplace Form is attached and shall be completed and submitted with your bid.

26. SUBCONTRACTING

Bidders subcontracting any portion of the work shall state name and address of subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors Form".

27. CONFLICT OF INTEREST FORM

Bidder shall complete the Conflict of Interest Form attached hereto and submit it with their bid.

28. ETHICS COMPLIANCE

The following forms are included in this solicitation and shall be completed and submitted as indicated below:

A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in **Section 2-351, Orange County Code.** This form shall be completed and submitted with all bid responses to an Orange County solicitation. Any questions concerning this form shall be addressed to the contracting agent identified in the applicable solicitation.

B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder to an Orange County solicitation and the Mayor or any other member of Orange County, Florida. This form shall be completed and submitted with the applicable bid to an Orange County solicitation.

No contract award shall be made unless these forms have been completed and submitted with the bid. Any questions concerning these forms shall be addressed to the contracting agent identified in this solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

29. SUBMISSION OF BID

Bids may be submitted via the electronic submission portal at: **https://app.negometrix.com/buyer/691**, or in the Procurement Division; Internal Operations Centre II, 400 E. South Street; 2nd Floor, Orlando, FL 32801, prior to the submission deadline. Bids will be opened per the public meeting notice.

If bid will be mailed or hand delivered, ensure it is secured in a sealed envelope, addressed as follows:

Bidders must indicate on the sealed envelope the following:

A. Invitation for Bids Number
B. Due Date of Bid Submittal
C. Name of Bidder
D. Phone Number of Bidder

Bids received after the time, date, and/or at the location specified, due to failure to identify the envelope with the above information shall be rejected.

30. COPIES

Copies of documents, records, materials, and/or reproductions requests will be charged in accordance with Orange County's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

31. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

If a prospective bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Procurement Division prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

32. DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/ STATEMENTS OF WORK

Firms and/or individuals that assisted in the development or drafting of the specifications, requirements, statements of work, or solicitation documents contained herein are excluded from competing for this solicitation.

This shall not be applicable to firms and/or individuals providing responses to a publicly posted Request for Information (RFI) associated with a solicitation.

33. PAYMENT TERMS/DISCOUNTS

The County's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

34. PATENTS AND ROYALTIES

Unless otherwise provided, the Contractor shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the contract resulting from this Invitation for Bids.

The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product.

If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

35. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses including attorney's fees of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County.

36. CLARIFICATIONS

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for Bids shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's must contact the Procurement Division, at the phone number on the bid cover sheet **prior** to bid opening, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the Bidder and the County.

37. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

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

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

38. SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

39. NO REPRESENTATIONS

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

40. SEVERABILITY

The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

41. PRICING/AUDIT

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor’s cost of goods and use of funds.

Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor’s subcontractors used to procure goods under the contract with the County. Contractor shall ensure the County has these same rights with subcontractors and suppliers.

42. EMPLOYEES OF THE CONTRACTOR

All work under this contract shall be performed in a professional and skillful manner. The County may require, in writing, that the Contractor, remove from this contract any employee the County deems incompetent, careless, or otherwise objectionable.

43. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Contractors and their personnel during contract performance on County owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

44. SINGLE-USE PRODUCTS

The Board of County Commissioners has established a single-use products and plastic bags policy intended to reduce the use of products which have become globally recognized as having lasting negative impacts on the environment.

Neither single-use products nor plastic bags may be sold or disbursed on County property by staff or contracted vendors, except as set forth in Orange County Administrative Regulation 9.01.03. Failure to comply with the Regulation may result in termination of the contract or other contractual remedies, and may affect future contracting with the County. The use of reusable, recyclable, biodegradable, or compostable materials is encouraged.

45. CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor against the County, relating to a particular contract shall be submitted to the Manager, Procurement Division in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

Failure to document a claim in this manner shall render the claim null and void. No claim shall be accepted after final payment of the contract.

The decision of the Manager, Procurement Division shall be issued in writing and furnished to the Contractor. The decision shall state the reasons for the decision reached. The Manager, Procurement Division shall render the final decision within sixty (60) days after

receipt of Contractor's written request for a final decision. The Manager, Procurement Division decision shall be final and conclusive.

The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager, Procurement Division.

46. VERIFICATION OF EMPLOYMENT STATUS

The Contractor is required to be registered with the U.S. Department of Homeland Security's E-Verify system prior to entering into a contract with Orange County. The Contractor shall use the E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term. The Contractor shall include an express provision in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

http://www.uscis.gov/portal/site/uscis.

Only those employees determined eligible to work within the United States shall be employed under this contract.

By submission of a bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes is obligated to terminate the contract with the person or entity pursuant to Section 448.095(2)(c)1, Florida Statutes. If Orange County terminates the contract for the foregoing reason, the contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated, and the contractor will be liable for any additional costs incurred by Orange County as a result of the termination of the contract.

47. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all bidders/proposers should be aware that formal solicitations and the responses thereto are in the public domain. Requests for confidential treatment will not supersede the County's legal obligation to provide records to the public consistent with public records law. Bidders/proposers must cite specific, applicable legal grounds to support a request for confidential treatment, of any portion of a bid/proposal. Requests by bidders/proposers to keep entire bids/proposals confidential are generally not supported by public records laws. At a minimum, the County will disclose the successful bidder's/proposer's name, the substance of the bid/proposal, and the price.

If the bidder/proposer requests confidential treatment, bidder/proposer must submit an additional copy of the bid/proposal with the proposed confidential information redacted. This copy must include a general description of the information redacted, and shall only be redacted in the least expansive manner necessary to effectuate the requested exemption(s). In a separate attachment, bidder/proposer shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Florida law, including a detailed justification for exempting the information from public disclosure.

Bidder/proposer shall hold harmless and indemnify the County for all claims, actions, suits, judgments, fines, costs or damages the County may incur as a result of bidder's/proposer's request for confidential treatment of its bid/proposal. Bidder/proposer agrees and understands that the County may make copies of, and distribute, the bid/proposal without any requested redactions, to facilitate evaluation. Bidder/proposer warrants that such copying will not violate the rights of any third party.

48. FEDERAL REQUIREMENTS

In the event this Contract is paid in whole or in part from any federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

Equal Employment Opportunity: For any federally assisted construction contract, as defined in 41 CFR 60-1.3, the contractor, subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.

Davis–Bacon Act: For any federally assisted construction contract, in excess of two thousand dollars ($2,000), the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction"); and the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
For a definition of "Construction" see 48 CFR 2.101.

Contract Work Hours and Safety Standards Act: For any federally assisted contract, in excess of one hundred thousand dollars ($100,000), that involves the employment of mechanics or laborers, the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding one hundred thousand dollars ($100,000) must 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 must 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 non-Federal award.

Rights to Inventions Made Under a Contract or Agreement: For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the contractor, subcontractor, subrecipient agrees to all of the terms in 37 CFR 401.14(a) and (b) regarding Patent Rights and The Allocation of Principal Rights.

Clean Air Act and the Federal water Pollution Control Act: For any federally assisted contract, or subgrant, in excess of one hundred and fifty thousand dollars ($150,000), the contractor, subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of 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).

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 a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

Awarded Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

49. SCRUTINIZED COMPANIES

A. By executing this Agreement, the Contractor/Sub-Recipient certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.

B. Specifically, by executing this Agreement, the Contractor/Sub-Recipient certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

C. Additionally, if this Agreement is for an amount of one million dollars ($1,000,000) or more, by executing this Agreement, the Contractor/Sub-Recipient certifies that it is **not**:

   1. 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; and/or

   2. Engaged in business operations in Cuba or Syria.

D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:

1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or

2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.

E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.

F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County's termination.

G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

50. <u>PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)</u>

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by Orange County to perform the service.

2. Upon request from Orange County's custodian of public records, provide Orange County 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.

3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.

4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County 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 Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.

5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

6. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :**

Procurement Public Records Liaison
400 E. South Street, 2nd Floor, Orlando, FL 32801
ProcurementRecords@ocfl.net, 407-836-5635

SECTION 2
SPECIAL TERMS AND CONDITIONS

SPECIAL TERMS AND CONDITIONS

1. LICENSES AND PERMITS

Prior to furnishing the requested product(s), it shall be the responsibility of the Contractor to obtain, at no additional cost to Orange County, any and all licenses and permits required to complete all contractual requirements. These licenses and permits shall be readily available for review by the Manager, Procurement Division or authorized designee.

2. BID ACCEPTANCE PERIOD

A bid shall constitute an irrevocable offer for a period of ninety (90) days from the bid opening date or until the date of award. In the event that an award is not made by the County within ninety (90) days from the bid opening date, the Bidder may withdraw their bid or provide a written extension of their bid.

3. FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS

By submission of an offer, the respondent affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

4. AWARD

Orange County reserves the right to award on an all-or-none basis to the lowest responsive Bidder or to award on a lot-by-lot basis to the lowest responsive and responsible Bidder, whichever is in the best interest of the County.

5. POST AWARD MEETING

Within **seven** (7) days after receipt of notification of award of bid, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling. **Meeting will be coordinated by the Utilities Department and will be performed by virtual means.**

6. F.O.B. POINT

The F.O.B. point shall be a destination within Orange County. The bid shall include all costs of packaging, transporting, delivery and unloading. **This shall include inside delivery if requested to the designated point within Orange County**. The County reserves the option to deliver and pickup pumps, parts and repaired pumps or items from the Contractor's location.

7. DELIVERY DELIVERY/TURN-AROUND TIME

Delivery time is of the essence in the award of this Invitation for Bids. Delivery and turn-around times shall be no later than the times stated below. Bids submitted which fail to meet this requirement shall be cause for rejection.

Delivery time shall be defined as the time (in work days) elapsed from the time the Contractor received a valid Delivery Order to the delivery of the ordered equipment.

PUMPS		DELIVERY
Pumps in stock locally		7 days
Pumps not in stock locally, but within the USA		45 days
Pumps not in stock locally	Under 88 HP	14 weeks
Pumps not in stock locally	Over 88 HP	20 weeks

Turn-around time shall be defined as the length of time (in work days) elapsed from the time the contractor received a valid Delivery Order, to the return of the repaired motor and/or pump. The contractor by bidding shall agree to meet the following minimum requirements:

REPAIR	TURN AROUND TIME
Pumps up to 25 HP	4 weeks
Pumps 26 HP to 50 HP	5 weeks
Pumps 51 HP and above	10 weeks

It is hereby understood and mutually agreed to by and between parties hereto that the time of delivery is an essential condition of this contract.

Should the Contractor neglect, fail or refuse to furnish and deliver the goods within the time herein specified, Contractor does hereby agree, as part of consideration for the awarding of this contract to pay Orange County the sum extended by the County to contract for rental goods or equipment approved by the Procurement Division for the period from the required scheduled commencement date until delivery of the goods or equipment covered in the Invitation for Bids is completed.

The Contractor shall, within **fourteen (14)** calendar days from the beginning of such delay, notify the Manager, Procurement Division in writing of the cause(s) of the delay.

Should the Contractor be delayed in the delivery of the goods or equipment by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other Contractor, the period herein above specified for the completion of delivery shall be extended by such time as shall be approved by the Manager, Procurement Division.

8. PICKUP OF PUMPS FOR REPAIR

When requested by the County**,** pumps in need of repair shall be picked up within two (2) business days from notification from the following locations:

- 701 W. McCormick Rd., Apopka, FL
- 8100 Presidents Dr., Orlando, FL
- 1621 S. Alafaya Tr., Orlando, FL

The Contractor shall submit to the County an itemized estimate of the repair costs within three (3) business days of pump pickup to include an estimated delivery date of the repaired pump.

9. FORCE MAJEURE

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within **fourteen (14) calendar days** after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.

2. If the Contractor's performance is delayed pursuant to this section for a period exceeding **thirty (30) calendar days** from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.

3. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

10. TERMINATION

A. Termination for Default:

The County may, by written notice to the Contractor terminate this contract for default in whole or in part (delivery orders, if applicable) if the Contractor fails to:

1. Provide goods or services that comply with the specifications herein or fails to meet the County's performance standards

2. Deliver the goods or to perform the services within the time specified in this contract or any extension.

3. Make progress so as to endanger performance of this contract

4. Perform any of the other provisions of this contract.

Prior to termination for default, the County shall provide adequate written notice to the Contractor through the Manager, Procurement Division, affording the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Contractor in accordance with the County's Procurement Ordinance. The

Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

In the event of termination by the County for any cause, the Contractor shall have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Contractor shall:

1. Stop work on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work

3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.

4. Continue and complete all parts of that work that have not been terminated.

B. Termination for Convenience:

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination shall provide the Contractor thirty (30) calendar days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

11. AS SPECIFIED

All goods delivered shall meet the specifications herein. Goods delivered not as specified shall be returned at no expense by Orange County. The County may return, for full credit, any unused goods received which fail to meet the County's performance standards. Replacement goods meeting specifications shall be submitted within a reasonable time after rejection of the non-conforming goods.

12. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

13. SAFETY REGULATIONS

Equipment shall meet all State and Federal safety regulations.

14. CODES AND REGULATIONS

The Contractor shall strictly comply with all Federal, State and local codes and regulations.

15. PAYMENT

Partial payments for the value of goods received and accepted and services rendered may be requested by the submission of a properly executed invoice. Payment shall be made in accordance with Florida Statute 218, Local Government Prompt Payment Act. Payment for accepted equipment/goods/services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Utilities Field
Services Division 8100 Presidents
Drive Orlando, FL 32809
Attention: Financial Services Department
Phone: (407) 836-6829

A valid invoice shall include the following:

1. Reference to the Delivery Order/ Purchase Order Number
2. Delivery Dates/ Service Dates
3. Itemization of Goods Delivered/ Services Rendered
4. Unit Prices in accordance with the Bid Response Form

In the event additional County Departments or other public entities utilize this contract, invoices are to be sent directly to the Department or entity placing the order.

16. EQUIPMENT/SERVICE

A. The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the Contractor from furnishing a complete unit.

B. All equipment shall be new, or current manufacture in production at the time of bid opening and carry standard warranties. The Contractor shall service all equipment prior to delivery.

C. Bids shall be considered only on equipment which can, on short notice, be serviced and maintained by the Contractor. At the time of bid opening, the Bidder shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being bid. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the general public in the usual course of business. The Bidder shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum of delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

D. Bidder shall indicate the nearest available location for replacement parts, how long parts shall be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the Bid Response Form.

17. ASSEMBLY AND/OR PLACEMENT

All goods shall be completely assembled when delivered to Orange County.

18. WARRANTY

The Contractor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of five (5) years or 10,000 hours from date of delivery/acceptance by Orange County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace same at no cost to the County, immediately upon written notice from the County's authorized representative. The Contractor shall be responsible for either repairing the equipment on site or transporting the equipment to their repair facility at no cost to the County.

The contractor shall warrant all replacement parts for one year or match the part manufacturer's warranty, whichever is greater. The contractor shall provide the County a copy of all third-party warranties when the equipment is returned to the County.

The Contractor shall fully warrant all repairs against defect in materials and/or workmanship for a period of one (1) year from delivery and acceptance.

All service visits, parts, mileage, labor, inspection, testing, etc., necessary to correct a defect under the repair warranty shall be performed by the contractor at no additional cost to the County.

All warranty provisions of the Uniform Commercial Code shall additionally apply.

19. MANUALS

Operation and Maintenance Manuals for each new equipment shall be delivered in the form of one (1) hardcopy copy and one (1) digital copy.

20. INSURANCE REQUIREMENTS

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.
(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

☒ Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than $500,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

☒ Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

☒ Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

☒ Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than $500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

☒ Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than $100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

☒ Waiver of Subrogation- WC 00 03 13 or its equivalent

When a self-insured retention or deductible exceeds $100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of Orange County, Florida.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:
Orange County, Florida
c/o Risk Management Division
201 S. Rosalind Avenue
Orlando, Florida 32801

Additional insurance guidelines and sample certificates can be found on the County's Vendor Services website:
http://www.orangecountyfl.net/Portals/0/Library/vendor%20services/docs/InsuranceRequirementsFAQ.pdf

21. CONTRACT TERM/RENEWAL

A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of three (3) years. The contract may be renewed for two (2) additional one (1) year periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties.

B. The initiating County department(s) shall issue delivery/purchase orders against the term contract on an "as needed" basis.

C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the Contractor for a lower unit price which shall be incorporated into the contract. Failure of the Contractor to agree to a reduced unit price may result in the termination of the contract and re-solicitation of the requirement.

D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the County's rights and obligations with respect to that order to the extent as if the order were completed during the contract performance period.

22. PRICING

The County requires a firm price for this initial first year contract period. Invoices shall be reviewed to confirm compliance with contract pricing. Failure to hold prices firm shall be grounds for immediate termination of the contract.

23. MANUFACTURER'S SUGGESTED RETAIL PRICE

A. Bid shall be in the form of one fixed (across the board) discount off current Manufacturer's Suggested Retail Price (MSRP). If this is not available, Manufacturer's List Price may be used, if Manufacturer's List Price is not available Distributor's List Price may be used.

B. Percentage discount will not be subject to change during the contract period.

C. Awarded vendor(s) shall furnish with their bid submittal current Manufacturer's Suggested Retail Price (MSRP), or Manufacturer's List Price, or Distributor's List Price in the form of electronic copy properly identified as to price and column designation for each category and clearly reflecting each respective awarded discount on a portable electronic storage device appropriately sized to contain all pricing information on one device and capable of interfacing with the County's computers via USB connection

Acceptable devices are:
1. USB Drive (thumb drives)
2. Portable Hard drive

3. Or other approved device

D. Pricing data must be organized in an electronic tabbed searchable interface/ format. It will include a table of contents with catalog index, bookmarks and references for ease of access by the County. Each catalog will contain only specific information pertinent to the contract, and devoid of any other data.

Acceptable File Formats:
1. Adobe PDF
2. Microsoft Windows
3. Microsoft Excel

24. PRICE ESCALATION/DE-ESCALATION (CPI)

The County may allow a price escalation provision within this award **for labor only**.

The original contract prices shall be firm for an initial one (1) year period. A price escalation/de-escalation will be considered at one (1) year intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the effective date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

Current Index – Base Index / Base Index = % of Change

% of Change x 100 = **Percentage Change**

CPI-U Calculation Example:

CPI for current period	232.945
Less CPI for base period	229.815
Equals index point change	3.130
Divided by base period CPI	229.815
Equals	0.0136
Result multiplied by 100	0.0136 x 100
Equals percent change	1.4%

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the

Orange County Procurement Division. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not exceed 4%, unless authorized by the Manager, Procurement Division. All price adjustments must be accepted by the Manager, Procurement Division and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract, or any renewals, the Contractor shall notify the Orange County Procurement Division of price decreases in the method outlined above. If approved, the price adjustment shall become effective on the contract renewal date. If the Contractor fails to pass the decrease on to the County, the County reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the County Vendor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any options as stated herein.

25. METHOD OF ORDERING

The County shall issue Delivery (Purchase) Orders against the contract on an as needed basis for the goods or services listed on the Bid Response Form.

26. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Orange County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all goods or services required during an emergency situation. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

27. REQUIREMENTS CONTRACT

This is a Requirements Contract and the County's intent is to order from the Contractor all of the goods or services specified in the contract's price schedule that are required to be purchased by the County. If the County urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the contractor will not accept an order providing for accelerated delivery, the County may acquire the goods or services from another source.

The County's requirements in this contract are estimated and there is no commitment by the County to order any specified amount. If the estimated quantities are not achieved, this shall not be the basis for an equitable adjustment.

If the Manager, Procurement Division determines that the Contractor's performance is less than satisfactory, the County may order the goods or services from other sources until the deficient performance has been cured or the contract terminated.

28. SALVAGEABLE PARTS

When a pump is determined to be beyond reasonable repair, the County reserves the right to request that any and all salvageable parts from the broken pump be returned to the County.

29. PERSONNEL

A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

B. All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

C. By execution of this contract, the Contractor hereby certifies that key personnel assigned to provide the required services have not been, and shall not be, changed or altered without prior written approval by the County. The County shall have seventy two (72) hours to review any request made by the Contractor for any change, alteration, or substitution of staff. The Contractor shall ensure that such substituted staff members are of substantially the same qualifications as those approved by the County at the time of contract award and create no conflicts of interest between the Contractor and the County.

D. The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

30. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

At the option of the Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

31. BID PREFERENCE

In accordance with the Minority Women Owned Business Enterprise (MWBE) Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible Orange County certified MWBE bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

A. 8% - Bids Up To $100,000
B. 7% - Bids Greater Than $100,000 to $500,000
C. 6% - Bids Greater Than $500,000 to $750,000
D. 5% - Bids Greater Than $750,000 to $2,000,000
E. 4% - Bids Greater Than $2,000,000 to $5,000,000
F. 3% - Bids Greater Than $5,000,000

In accordance with the Registered Service Disabled Veteran Business Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible registered prime Service Disabled Veteran bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

A. 8% - Bids Up To $100,000
B. 7% - Bids Greater Than $100,000 to $500,000
C. 6% - Bids Greater Than $500,000 to $750,000
D. 5% - Bids Greater Than $750,000 to $2,000,000
E. 4% - Bids Greater Than $2,000,000 to $5,000,000
F. 3% - Bids Greater Than $5,000,000

In the event of a tie between an M/WBE and a registered prime SDV with all else being equal, the award shall be made to the firm with the lowest business net worth.

SECTION 3
SCOPE OF SERVICES

SCOPE OF SERVICES

1. GENERAL

The Orange County Utilities Department intends to issue a contract for supply, service inspection, diagnosis and repair of Flygt / ABS Submersible motor and pumps. These specifications shall encompass motors of various types, single and three phases up to and including 150 HP. The submersible pump repair shall include pump sizes up to and including 15-inch discharge.

2. SPECIFICATION COMPLIANCE

2.1. The Contractor shall strictly adhere to the Orange County Utilities Standards and Construction Specifications Manual, latest edition. This manual may be found on-line at the following internet address:

ftp://ftp.ocfl.net/divisions/Utilities/pub/PlanReview/ManualOfStandardsAndSpecs/Manual_Approved2011/Orange%20County%20Utilities%20Standards%20and%20Construction%20Specifications%20Manual.pdf

3. PUMPS

The contractor shall provide FLYGT pumps of the size and configuration as required and ordered by the County.

4. PARTS

4.1. The Contractor shall keep an ample inventory of high use parts to ensure parts availability. These shall include, but is not limited to the following either individually or in kit form: seals, gaskets, bearings, sensors, monitoring components, lubricants and others.

4.2. Charges for parts shall show a list of materials and the price for each item.

4.3. All parts replaced which are not within the scope of supply by the OEM shall be billed at the manufacturer's published list price. No additional labor costs shall be included for the installation of these parts

4.4. If applicable, Contractor shall supply, at no additional cost and in the quantities required, shop drawings as determined by County. Work represented by shop drawings and/or certification shall not proceed until the shop drawings and/or certification have been reviewed and approved in writing by County.

5. REPAIRS

5.1. These specifications shall encompass motors of various types, single and three phases up to and including 150 HP. The submersible pump repair shall include pump sizes up to and including 16” discharge.

5.2. The contractor service and repair shop shall be fully authorized by the specified pump manufacturer, and all repairs shall be performed by technicians fully trained and authorized by said manufacturer. All replacement parts, lubricants and supplies shall be as manufactured and approved by the OEM.

5.3. All work shall be performed in full compliance with the manufacturer's warranty conditions and in accordance with the manufacturer's repair manuals and procedures.

5.4. All repair work shall be billed at the percentage rates quoted and the contractor shall, at the County's request, supply the original invoices for the materials used in the repairs. The contractor shall, at the County's request, return all parts which were replaced during the repair process.

5.5. Unless specifically directed otherwise, when a motor and/or pump are given to the contractor for repair, the contractor shall inspect the motor and/or pump thoroughly and determine the scope of repair. This step shall include:

5.5.1. Visual and dimensional inspection with standard testing methods to determine the motor and/or pump's condition. The contractor shall use his professional judgement to determine the level of inspection required.

5.5.2. Record all data taken, substantiate data with photos taken in a logical sequence during inspection starting with the pump as found followed by disassembly of the major components and highlighting all damage and or wear found.

5.5.3. Determine the scope of work to repair the motor and/or pump and cost estimate to complete that work.

5.6. Inspection and estimation time and costs will generally be proportional to the size of the motor and/or pump. Unless otherwise approved, the cost to the County for inspection and estimation for repair shall not exceed the cost for 8 labor hours of a shop technician. Note: If the County elects to repair the motor and/or pump, no payment shall be made for the inspection and/or estimation costs.

5.6.1. Notify the County of the inspection and estimate for repair. This step shall be done by e-mail. The contractor shall include:

5.6.1.1. A technical description of the inspection performed, including test results and the sequence of photos taken during inspection.
Photos shall be submitted as .jpg format with a digital stamped date and time.
Photos shall be named by using the pump serial number followed by the sequence number of the photo.
Example: SN123456789-1

5.6.1.2. A breakdown of costs for the repair

5.6.1.3. An itemized list of costs for any extras or supplemental work

5.6.1.4. A firm quote for replacement of the motor and/or pump in kind

5.6.1.5. An estimated schedule for completion of the repair work.

5.6.2. Upon approval by the County, the contractor shall repair the motor and/or pump as quoted.

5.6.3. If the County determines and directs the Contractor not to repair the motor and/or pump:

5.6.3.1. The contractor shall reassemble (if requested) and return the motor and/or pump to the County in the same condition as it was delivered. In these cases, the County shall be liable for the inspection costs only. Contractor shall be liable for any damaged, lost or stolen motor and/or pumps while in the contractor's possession.

5.6.3.2. The contractor shall submit an estimate for a replacement unit to the County's representative by electronic e-mail.

6. TECHNICAL REQUIREMENTS

6.1. Unless specifically directed otherwise, the contractor shall repair all motor and/or pumps to restore them to meet or exceed their original conditions and specifications. Repair of submersible pumps may include (with prior County approval) replacement of component parts such as mechanical seals, O-Rings, impellers, grinder plates, etc. All such parts shall meet the original manufacturer's specifications. The contractor shall include the original invoices for these parts.

6.2. The following technical requirements are listed to establish a level of quality expected in the repair process. Any conflicts between these technical requirements and the motor and/or pump, manufacturer's original specifications shall be referred to the County for resolution.

6.2.1. Cleaning:

After disassembly and testing, all winding and parts shall be cleaned in a manner not injurious to the insulation system or component parts.

6.2.2. Stripping:

If the motor and/or pump stator is to be rewound, the opposite end is cut off the stator. Iron or steel frames shall be burned out using a controlled oven; temperature not to exceed 750 degree F. Aluminum frames shall be removed before burnout. Heating of the laminations shall be controlled to avoid distortion and/or damage. Clean core iron and slots. Inspect stator core. Repair or replace damaged laminations.

6.2.3. Rewind:

All insulation material shall be Class H rating or better. Wire shall be inverter duty magnet wire. Coils shall be wound and inserted tightly in the slots with a minimum of crosses. Phase insulation shall be class H rating and shall protrude at least 1/8 inch at all points. Each slot shall be tied with polyester cord at both ends for additional mechanical strength.

All connections shall be brazed with silver content solder and glass banding (sleeving) shall be applied.

Thermal protectors shall be checked for electrical and physical defects. Replacement of protectors shall be with parts identical to the original in tripping characteristics.

Surge test the stator to ensure that materials used are free of defect. Repair any defects.

Preheat the stator and dip in an insulating varnish and bake at a controlled temperature. A double dip and bake or VPI may be required on motor and/or pumps larger than 50 HP.

6.2.4. Stator Reconditioning

Stators not requiring rewind shall be cleaned, tested with megger and given surge comparison tests per NEMA or IEEE standards. Stators shall be preheated, and given one dip and bake in an insulating varnish.

6.2.5. Rotors

Rotors shall be inspected and tested to ensure that they are free of defect. f. Shafts

6.2.6. Shafts

Shafts shall be inspected for undue wear, scoring, straightness, and runout. Re-metallized shafts shall meet the original manufacturer's specifications.

6.2.7. Bearings

Bearings shall be inspected for damage. Removal and installation of bearings shall be done in accordance with the manufacturer's requirements. New bearings shall meet the original specifications.

6.2.8. Impeller

Deburr complete impeller
Inspect wear rings for concentricity and OD
Dynamically balance impeller to a minimum G 6.3 (ISO1940-1) specification.

6.2.9. Balancing

Frame sizes below 143 shall be statically balanced. All others shall be dynamically balanced in accordance with NEMA/IEEE standards. Balancing shall be achieved without drilling holes in the core assembly.

6.2.10. Centrifugal Switch

For single phase motor and/or pumps set the centrifugal switch per manufacturer's requirements.

6.2.11. Miscellaneous:

Inspect all miscellaneous motor and/or pump components such as oil rings, housings, etc. Repair or replace as required. Paint the motor and/or pump.

6.2.12. Final Test:

For a final test, operate the motor and/or pump under no load. Test the insulation resistance. Inspect the motor and/or pump for undue temperature, vibration and noise. Check the cooling fluid in submersible motors and/or pumps. Check for mechanical seal leaks, check for seal and thermal alarm operation. Correct any deficiency

7. DOCUMENTATION

7.1. Upon Delivery the Contractor shall provide the County with a written report of all service activity performed. This report shall list as a minimum:

7.1.1. The date and time of the request for service
7.1.2. Identification of the motor and/or pump
7.1.3. A detailed as found condition report.
7.1.4. A detailed description of any test performed on the motor and/or pump
7.1.5. A detailed description of all repairs completed.
7.1.6. Attached photos of pump before and after repair. Photos shall comply with section 4.6.1.1 of this scope.
7.1.7. Total labor hours spent
7.1.8. A detailed list of parts replaced by part manufacturer and part identification number.

7.2. Aside from the above report, tagging and documentation of all motor and/or pumps worked on shall be done and signed by the technician performing the work

7.3. Whenever a component is dynamically balanced, a pdf report shall be part of the submitted documentation.

7.4. All parts removed or replaced shall be tagged and returned to the County upon request.

8. CONTRACTOR'S REQUIREMENTS

8.1 The Contractor shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being bid. Dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the general public in the usual course ofbusiness.

8.2 The Contractor shall have at least five years of successful experience in the maintenance, testing, rewinding, and repair of AC motor and/or pumps up to 150 HP.

8.3 The Contractor shall have a service and repair shop located within 50 miles of the Orange County. The County reserves the right to visit and inspect said facility at any time during the bid evaluation if such inspection and additional information is considered necessary to properly evaluate a Bidder's qualifications and capacity to manage all service requirements of this scope and the volume of work resulting from it.

8.4 The Contractor shall have the ability to obtain OEM parts in an expedited basis, and must maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum of delay.

8.5 The contractor shall have an internal quality control program in place. The quality control program shall include complete documentation requirements and testing and repair procedures and shall be available to the County upon request.

8.6 Failure to meet and maintain these requirements, in the County's sole opinion, may be cause for contract termination.

SECTION 4
BID SUBMISSION REQUIREMENTS AND DOCUMENTATION

IMPORTANT NOTE:

Modification or alteration of the documents contained in this solicitation or the contract resulting from this solicitation **shall only be made upon receipt of prior written consent of the County.** *(See: General Terms and Conditions, Article 2, Questions Regarding this Solicitation)*

Bidders are cautioned, when completing your bid, do not attach any forms which may contain deviations from the County's scope of services/specification, terms and conditions or fee schedule as these may conflict with those listed in the County's bid documents(s). Unauthorized modifications or alterations and/or inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

STATEMENT OF NO-BID

The Procurement Division is committed to continuously improve its processes and our goal is to receive maximum participation from the vendor community. If your firm chooses not to participate in responding to this solicitation please email Melisa.Vergara@ocfl.net, referencing the IFB number, and briefly explain why the decision was made to not participate.

SUBMITTAL LABEL:

In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.

Firms are **strongly encouraged** to submit responses electronically. Firms will not be permitted to fax or email offers. To maintain a secured sealed process electronic submissions may be made through the Negometrix platform only at: https://app.negometrix.com/buyer/691

If submitting via mail or hard copy, use the hard-copy label below and place on front of their outermost sealed envelope/package.

DO NOT OPEN - SEALED RESPONSES - DO NOT OPEN
RESERVED FOR PUBLIC BID OPENING

Company : _____

Contact Name: _____

Contact Phone/ Email: _____

Address: _____

_____

CONTACT:	**MELISA VERGARA**
IFB NUMBER:	**Y21-170-MV**
TITLE:	**FLYGT AND ABS PUMPS, PARTS AND REPAIRS**
BID DUE DATE:	_____

DELIVER TO:

ORANGE COUNTY PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 E. SOUTH STREET, 2ND FLOOR
ORLANDO, FL 32801.

QUALIFICATION OF BIDDERS

BID PACKAGE REQUIREMENTS:

- In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.

- Firms are strongly encouraged to submit responses electronically. Firms will not be permitted to fax or email offers. To maintain a secured sealed process electronic submissions may be made through the Negometrix platform only at: https://app.negometrix.com/buyer/691

- If submitting via mail or hand delivery, Bidders must submit one (1) original, two (2) copies and one (1) electronic copy on USB drive. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

- All responses and copies are to be submitted on 8 ½ x 11 inch paper, bound individually and tabbed as applicable.

- If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

This bid will be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. Failure to submit the below requested information may be cause for rejection of your bid.

The determination on whether a bidder is responsible or not shall be at the sole discretion of the County. Although the County may request the submission of a minimum number of contracts similar to the requirements of this solicitation with certain minimum dimensions, quantities, dollar values, etc., the County's determination of a bidder's responsibility shall not be solely based on the number of similar procurements the bidder provides but the entirety of the bidder's qualifications.

The Bidder shall submit the following information with the bid. It is recommended to use the list below as a checklist for your bid submittal:

[ ] 1. Reference Documentation Form
(Required)

Bidder shall complete the attached Reference Documentation Form. References shall be for work **substantially similar in scope and magnitude** satisfactorily completed and shall validate the following capabilities and experience per the scope of services provided herein. References shall validate the following:

a. A minimum of five (5) years' experience in the maintenance, testing, rewinding, and repair of AC motor and/or pumps up to 150 HP. References shall be for work performed under the same name as the bidder.

[ ] 2. Bidder shall provide a letter from the manufacturer on their letterhead confirming the bidder is an authorized dealer, distributor and/or representative of the manufacturer for the brand being bid.
(Required)

[ ] 3. Bidder shall provide a written statement on its letterhead affirming the firm has adequate experience, staff, resources, facilities and equipment, required to successfully perform the work in accordance scope of services herein.
(Required)

[ ] 4. Bid Response Form
(Required)

[ ] 5. Acknowledgement of Addenda
(Required if Applicable)

[ ] 6. Authorized Signatories/Negotiators
(Required)

[ ] 7. Drug-Free Workplace
(Required)

[ ] 8. Schedule of Sub-contracting
(Required if Applicable)

[ ] 9. Conflict/Non-Conflict of Interest Form
(Required)

[ ] 10. E-Verification Certification
(Required)

[ ] 11. Current W9
(Required)

[ ] 12. Relationship Disclosure Form
(Required to be Submitted and Notarized)

[ ] 13. Orange County Specific Project Expenditure Report.
(Required to be Submitted and Notarized)

[ ] 14. Agent Authorization Form
(Submit if Applicable)

[ ] 15. Leased Employee Affidavit
(Submit if Applicable)

[ ] 16. Information for determining Joint Venture Eligibility (if Applicable)
(Submit if Applicable)

[ ] 17. Contract Y21-170-MV, Counterpart (1), signed without exception to terms and conditions. Counteroffers shall not be allowed.
(Required)

Failure to submit the above requested information may be cause for rejection of your bid.

BID RESPONSE FORM
IFB #Y21-170-MV

The Contractor shall provide all labor and other resources necessary to provide the goods and/or equipment in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs.

Note: The percentage mark-up or mark-down from cost shall be indicated by checking the applicable box. Failure to indicate will deem the bid non-responsive.

Example: If the mark-down is 10% (.10) enter .90 (1-.10 = .90)
Then your total should be 115,000.00 X .90 = $103,500.00

Example: If the mark-up is 10% (.10) enter 1.10 (1+.10 = 1.10)
Then your total should be 115,000.00 X 1.10 = $126,500.00

LOT A – FLYGT PUMPS

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT	X	UNIT COST PERCENTAGE MARK-UP OR MARK-DOWN FROM MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)	=	TOTAL ESTIMATED ANNUAL BID
1	Flygt Pumps	$650,000	Dollars	X	_____% ❑ MARK-UP OR ❑ MARK-DOWN	=	$_____
2	Flygt Parts	$803,900	Dollars	X	_____% ❑ MARK-UP OR ❑ MARK-DOWN	=	$_____

_____
Company Name

ITEM NO.	SERVICES	ESTIMATED ANNUAL USAGE	UNIT	X	UNIT PRICE	=	TOTAL ESTIMATED ANNUAL BID
3	HOURLY LABOR RATE FOR REPAIRS	500	HOURS	**X**	$_____	=	$_____
4	ENVIRONMENTAL FEE 1 TO 10 HP	15	EACH	**X**	$_____	=	$_____
5	ENVIRONMENTAL FEE 11 TO 50 HP	30	EACH	**X**	$_____	=	$_____
6	ENVIRONMENTAL FEE GREATER THAN 51 HP	15	EACH	**X**	$_____	=	$_____
7							
8							
9							
10	FLANGE DRILLING SERVICE	$300	DOLLARS	**X**	%_____ □ MARK-UP OR □ MARK-DOWN	=	$_____

TOTAL ESTIMATED ANNUAL BID LOT A (LINES 1 THROUGH 10) = $_____

X 3

TOTAL ESTIMATED THREE-YEAR BID LOT A = $_____

_____
Company Name

LOT B – ABS PUMPS

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT		UNIT COST PERCENTAGE MARK-UP OR MARK-DOWN FROM MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)		TOTAL ESTIMATED ANNUAL BID
1	ABS Pumps	$75,000	Dollars	X	_____%	=	$_____
					❑ MARK-UP OR ❑ MARK-DOWN		
2	ABS Parts	$402,600	Dollars	X	_____%	=	$_____
					❑ MARK-UP OR ❑ MARK-DOWN		

ITEM NO.	SERVICES	ESTIMATED ANNUAL USAGE	UNIT		UNIT PRICE		TOTAL ESTIMATED ANNUAL BID
3	HOURLY LABOR RATE FOR REPAIRS	350	HOURS	**X**	$_____	=	$_____
4	ENVIRONMENTAL FEE 1 TO 10 HP	10	EACH	**X**	$_____	=	$_____
5	ENVIRONMENTAL FEE 11 TO 50 HP	20	EACH	**X**	$_____	=	$_____
6	ENVIRONMENTAL FEE GREATER THAN 51 HP	10	EACH	**X**	$_____	=	$_____

_____
Company Name

7	FLANGE DRILLING SERVICE	$200	DOLLARS	**X**	%_____ ☐ MARK-UP OR ☐ MARK-DOWN	=	$_____

TOTAL ESTIMATED ANNUAL BID LOT B (LINES 1 THROUGH 7) = $_____

X 3

TOTAL ESTIMATED THREE-YEAR BID LOT B = $_____

TOTAL ESTIMATED THREE-YEAR BID LOT A + LOT B = $_____

_____
Company Name

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

Inquiries regarding this Invitation for Bids may be directed to Melisa Vergara, Contracting Agent, at Melisa.Vergara@ocfl.net

BID RESPONSE FORM - CONTINUED
THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: _____

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#: _____ D-U-N-S® # _____

_____

(Street No. or P.O. Box Number) (Street Name) (City)

_____

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____ Email: _____

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No._____, Date_____ Addendum No._____, Date_____

Addendum No._____, Date_____ Addendum No._____, Date_____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email

(Signature) (Date)

(Title)

(Name of Business)

The Bidder shall complete and submit the following information with the bid:

Type of Organization

____ Sole Proprietorship ____ Partnership ____ Non-Profit

____ Joint Venture* ____ Corporation

State of Incorporation: _____

Principal Place of Business (Florida Statute Chapter 607): _____
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is: _____

** Joint venture firms must complete and submit with their Bid Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project.* ***If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract****.* ***Individual insurance in the name of the parties to the Joint venture will not be accepted.*** *Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Bid Response*

REFERENCE DOCUMENTATION FORM

List at a minimum of three (3) clients during the past ten (10) years for which you provided a comparable amount of goods or services substantially similar to those specified in the solicitation in the spaces provided below. Provide the Company name, contact person, address, email address, telephone number, and date services were performed, as described. References must be for work performed in the bidding company's name.

1. Company Name: _____

   Owner's Name: _____

   Description of goods or services provided: _____

   _____

   Contract Amount: _____

   Start and End Date of Contract: _____

   Contact Person: _____

   Address: _____

   Telephone Number: _____

   Email Address: _____

2. Company Name: _____

   Owner's Name: _____

   Description of goods or services provided: _____

   _____

   Contract Amount: _____

   Start and End Date of Contract: _____

   Contact Person: _____

   Address: _____

   Telephone Number: _____

   Email Address: _____

3. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

_____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

_____

Telephone Number: _____

Email Address: _____

4. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

_____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

_____

Telephone Number: _____

Email Address: _____

5. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

_____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

_____

Telephone Number: _____

Email Address: _____

DRUG-FREE WORKPLACE FORM

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. 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.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 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.

5. 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.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____
Bidder's Signature

_____
Date

SCHEDULE OF SUBCONTRACTING, IFB NO. Y21-170-MV

As specified in the General Terms and Conditions and in the Special Terms and Conditions, bidders are to present the details of subcontractor participation.

Name Of Subcontractor	Address	Type of Work to be Performed	Percent and dollar amount of Contract Amount to be Subcontracted

Company Name: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

[ ] To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[ ] The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

[ ] The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[ ] The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

E VERIFICATION CERTIFICATION

Contract No. Y21-170-MV

NAME OF CONTRACTOR: _____ (referred to herein as "Contractor")

ADDRESS OF CONTRACTOR:

_____

_____

The undersigned does hereby certify that the above named contractor:

1. Is, or will be, registered with and using the E-Verify system prior to execution of the contract with Orange County; or
2. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but does not have any employees and does not intend to hire any new employees during the period of time that the contractor will be providing services under the contract; or
3. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but employs individuals who were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the contractor will be providing labor under the contract.

The undersigned acknowledges the use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the contractor provides labor under the contract and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.

In accordance with Section 837.06, Florida Statutes, Contractor acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

AUTHORIZED SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY IS THE PRINCIPAL OR PRIMARY BIDDER

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Bidder and shall be submitted to the Procurement Division by the Bidder.

In the event any information provided on this form should change, the Bidder must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON BIDDER:

Legal Name of Bidder:

_____

Business Address (Street/P.O. Box, City and Zip Code):

_____

_____

Business Phone: ( )_____

Facsimile: ( )_____

INFORMATION ON BIDDER'S AUTHORIZED AGENT, IF APPLICABLE:
(Agent Authorization Form also required to be attached)

Name of Bidder's Authorized Agent:

_____

Business Address (Street/P.O. Box, City and Zip Code):

_____

_____

Business Phone: ( )_____

Facsimile: ( )_____

Part II

IS THE BIDDER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

____ YES ____ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE BIDDER'S EMPLOYEE?

____ YES ____ NO

IS THE BIDDER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

____ YES ____ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

_____

_____

_____

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

_____ _____

Signature of Bidder Date

Printed Name and Title of Person completing this form:

_____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐physical presence, or ☐online notarization, this _____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,… e.g. officer, trustee, etc.)] for _____[NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

☐Personally Known; OR

☐Produced Identification. Type of identification produced:_____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

_____
Notary Public
My Commission Expires:

_____
(Printed, typed or stamped commissioned name of Notary Public)

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
RELATIONSHIP DISCLOSURE FORM
Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the bidder, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. Applicant means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether

through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

Relative means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the
matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: _____
This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

_____

Name and Address of Principal's Authorized Agent, if applicable: _____

_____

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___

2. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___

3. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___

4. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___

5. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___

6. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___

7. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___

8. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___

Part II

Expenditures:

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimum costs (under $50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
		TOTAL EXPENDED THIS REPORT	$

Part III

Original signature and notarization required

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

_____ _____

Date Signature of ⌂ Principal or ⌂ Principal's Authorized Agent
(check appropriate box)

Printed Name and Title of Person completing this form:

_____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐physical presence, or ☐online notarization, this _____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,… e.g. officer, trustee, etc.)] for _____[NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

☐Personally Known; OR

☐Produced Identification. Type of identification produced:_____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

_____
Notary Public
My Commission Expires:

_____
(Printed, typed or stamped commissioned name of Notary Public)

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
SPECIFIC PROJECT EXPENDITURE REPORT
Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

WHO NEEDS TO FILE THE SPR?

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Expenditure means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

Lobbying means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the County Mayor, with any other member of the [BCC], or with any member of a procurement committee." (See Section 2-351, Orange County Code.) *Lobbying* also

means communicating "indirectly with the County Mayor or any other member of the [BCC]" by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

Principal means "the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist." *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?
Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?
The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?
In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?
The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This information will accompany the other information for the principal's project or item.

CONCLUSION:
We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

AGENT AUTHORIZATION FORM

I/We, (Print Bidder name) _____, Do hereby authorize (print agent's name), _____, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB NUMBER AND TITLE)_____, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

_____ _____

Signature of Bidder Date

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐physical presence, or ☐online notarization, this _____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,… e.g. officer, trustee, etc.)] for _____[NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

☐Personally Known; OR

☐Produced Identification. Type of identification produced:_____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

_____
Notary Public
My Commission Expires:

_____
(Printed, typed or stamped commissioned name of Notary Public)

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the bidder is submitting as a joint venture, please be advised that this form MUST be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted with this form.

HOWEVER, IF THE BIDDER IS NOT A JOINT VENTURE, CHECK THE FOLLOWING BLOCK: ( ) NOT APPLICABLE

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Phone number of joint venture: _____

4. Identify the firms which comprise the joint venture:_____

_____

_____

5. Describe the role of the MWBE / Labor Surplus Area(LSA) Firm (if applicable) in the joint venture:_____

_____

_____

6. Provide a copy of the joint venture's written contractual agreement.

7. What is the claimed percentage of ownership and identify any MWBE/LSA partners (if applicable)?

_____

_____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement provided by question 6.)

   (a) Profit and loss sharing:

   _____

   _____

   (b) Capital contributions, including equipment:

   _____

   _____

   (c) Other applicable ownership interests:

   _____

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

   (a) Financial decisions:_____

   (b) Management decisions, such as:

   (1) Estimating:

   _____

   _____

   _____

   (2) Marketing and sales:

   _____

   _____

   _____

   (3) Hiring and firing of management personnel:

   _____

   _____

   _____

(4) Purchasing of major items or supplies:

_____

_____

_____

(c) Supervision of field operations:

_____

_____

_____

NOTE: If, after filing this form and before the completion of the joint venture's work on the subject contract, there is any significant change in the information submitted, the joint venture must inform the County in writing.

* **Joint venture must be properly registered with the Florida Division of Corporations before the contract award and the name of the Joint Venture must be the same name used in the Bid Response.**

AFFIDAVIT

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture. Also, permit authorized representatives of the County to audit and examine records of the joint venture. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: _____ Name of Firm: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 4

Date _____
State of _____
County of _____

AFFIDAVIT

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐physical presence, or ☐ online notarization, this _____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,… e.g. officer, trustee, etc.)] for _____[NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

☐Personally Known; OR

☐Produced Identification. Type of identification produced:_____.

[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

_____
Notary Public
My Commission Expires:

_____
(Printed, typed or stamped commissioned name of Notary Public)

CONTRACT NO. Y21-170-MV
FLYGT AND ABS PUMPS, PARTS AND REPAIRS

This contract is not valid unless bilaterally executed. Subject to mutual agreement Orange County, Florida, hereby enters into a contract subject to the following:

1. Ordering against Contract:

   A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for deliver.

   B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners or other funding source as specified in the terms and conditions.

2. Taxes:

   The County has the following tax exemption certificates assigned.

   A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;

   B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

3. Invoicing:

   A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

   Orange County Utilities Field Services Division
   8100 Presidents Drive Orlando, FL 32809
   Attention: Financial Services Department
   Phone: (407) 836-6829

   B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.

4. Counterpart (1):
Bidder's Irrevocable Offer and Acceptance

A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y21-170-MV, FLYGT AND ABS PUMPS, PARTS AND REPAIRS - Term Contract**, subject to all general terms and conditions and special terms and conditions therein without exception.

B. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

C. Debarment, Suspension, Ineligibility and Voluntary Exclusion
By executing Counterpart (1) the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

_____
(COMPANY NAME)

BY: _____ (Authorized Signatory

_____ (Name)

_____ (Title)

DATE: _____

NOTICES: _____ (Address)

_____ (Address)

_____ (City, State Zip)

_____ (Phone)

_____ (Email)

5. Counterparts. This Agreement may be executed in two identical counterparts, all of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each party and delivered to the other party.

Counterpart (1) shall be executed by the bidder and included in the sealed bid response.

Counterpart (2) may be executed by the County Procurement Division to formalize Acceptance of Bidders Offer and Contract Award.

6. Counterpart (2):
Orange County's Acceptance of Bidder's Offer and Contract Award

A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y21-170-MV, FLYGT AND ABS PUMPS, PARTS AND REPAIRS - Term Contract**.

B. This contract is effective **EFFECTIVE DATE,** and shall remain in effect through **EXPIRATION DATE.**

C. The estimated contract award for the initial term of the contract is

$_____

D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.

E. This contract may be renewed as provided in the Invitation for Bids.

F. Any amendments modifying the terms, conditions or scope of this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.

G. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

ORANGE COUNTY, FLORIDA

BY: _____
Zulay Millan, CPPO, CPPB, FCCM
Procurement Division

DATE: _____

NOTICES: PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 EAST SOUTH STREET, 2ND FLOOR
ORLANDO, FLORIDA 32801
(407) 836- 5635

Hydra Service, Inc.
SPECIALIST IN FLUID MOVEMENT

abs
We know how water works

250 Springview Commerce Drive
Debary, FL 32713
Phone: 407 330 3456
Phone: 800 323 1731
Fax: 407 330 3404

Sales Representative
Contact Information
Cell Phone: 321-266-1079

TO:	**City of Cocoa**	FROM:	**John Scott- S2**
		EMAIL:	JSCOTT@HYRDASERVICE.NET
ATTN:	**Melinda Keesee**	DATE:	**June 16, 2022**
PHONE	**321-433-8820**	QUOTE:	**220616-2JS**
FAX:		REF:	**City of Cocoa SFO - Per Orange County Contract #Y21-170**
EMAIL:	mkeesee@CocoaFL.gov	ENG FIRM:	**IRCU**

1	Sulzer/ABS Model#XFP100C-CB1.1_PE20/6, Pump, 5hp, 230v,3ph,4"Disch,50'cord, $6,829.00 X.90= $6,146.10 290gpm@20'tdh
1	Sulzer/ABS Model#XFP100E-CB1.2_PE105/4,Pump,14hp,230v,3ph,4"Disch,50'cord,$11,495.00x.90=$10,345.50 190gpm@87'tdh
1	Sulzer/ABS Model#XFP100E-CB1.2_PE105/4,Pump,14hp,230v,3ph,4"Disch,50'cord,$11,495.00x.90=$10,345.50
1	190gpm@87'tdh
1	Sulzer/ABS Model#XFP100E-CB1.2_PE105/4,Pump,14hp,230v,3ph,4"Disch,50'cord,$11,495.00x.90=$10,345.50 400gpm@80.4'tdh
1	Sulzer/ABS Model#XFP100E-CB1.2_PE105/4,Pump,14hp,230v,3ph,4"Disch,50'cord, $11,495.00x.90=$10,345.50 350gpm@85'tdh
1	Sulzer/ABS Model#XFP100E-CB1.2-PE105/4, Pump,14hp,230v,3ph,4"Disch,50'Cord, $11,495.00x.90=$10,345.50 350gpm@85'tdh
1	Sulzer/ABS Model#XFP100E-CB1.2-PE105/4, Pump, 14hp,460v,3ph,4"Disch,50'Cord, $10,026.00x.90=$9,023.40 400gpm@80.4'tdh

TOTAL PRICE, F.O.B. JOB, FREIGHT ALLOW **$66,897.00** PLUS ANY FEDERAL, STATE OR LOCAL TAXES WHICH MAY APPLY. TERMS ARE NET **30** DAYS. PRICES ARE FIRM 30 DAYS

"HYDRA SERVICE INC TERMS & CONDITIONS APPLY" PAYMENT TERMS NET 30 DAYS.

ESTMTD DELIVERY **6to8** WEEKS AFTER RECEIPT IN OUR OFFICE OF COMPLETE APPROVED SUBMITTAL DATA AND SIGNED PROPOSAL.

THESE TERMS ARE INDEPENDENT OF, AND ARE NOT CONTINGENT UPON THE TIME OR MANNER IN WHICH PURCHASER MAY RECEIVE PAYMENT FROM OTHERS.

NO DAY OF FACTORY START-UP IS INCLUDED AND REQUIRED FOR WARRANTY. PAYMENT FOR MATERIALS WILL BE REQUIRED BEFORE THE AUTHORIZED START-UP IS CONDUCTED.

ACCEPTED DATE _____ Review Date: 6/16/22

_____ John Scott

NAME OF PURCHASER REVIEWED BY HydraService, Inc.REP.

Legislation Details (With Text)

File #:	22-317	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	5/18/2022		**In control:**	City Council	
On agenda:	7/12/2022		**Final action:**		
Title:	Approve participation in a multiyear cooperative Sourcewell Contract 020221-SAM with Samsara Inc, for Cloud Based Vehicle GPS location service through March 26, 2026, in addition to any extensions. Authorize the City Manager to approve the agreement, purchase orders, renewals, and amendments to the Users License Agreement with Samsara Networks Inc, and additional VG34 units as needed. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Samsara Contract 020221 v2.pdf 020221-SAM Authorization Memo.pdf City of Cocoa - Public Sector - Monthly (5) (2).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 17, 2022
Agenda Date: July 12, 2022
Prepared By: Tony Jones, Fleet Manager
Through: Bryant Smith III P. E., Public Works Director / City Engineer
Requested Action:
Approve participation in a multiyear cooperative Sourcewell Contract 020221 SAM with Samsara Inc, for Cloud Based Vehicle GPS location service through March 26, 2026, in addition to any extensions. Authorize the City Manager to approve the agreement, purchase orders, renewals, and amendments to the Users License Agreement with Samsara Networks Inc, and additional VG34 units as needed.

BACKGROUND:

For the last five years, the City of Cocoa has been using a web-based vehicle Global Positioning System (GPS) fleet tracking software from Samsara Networks Inc. The current user agreement and General Services Administration (GSA) Contract #GS-35F-327GA expired on March 27, 2022. Samsara has a new general GPS Service Contract through Sourcewell. This contract is active through March 26, 2025, with one 12-month extension.

The City has 229 units deployed across 22 Department / Divisions. This software provides live vehicle and equipment tracking, vehicle telemetric and powertrain data, and GPS locations. These modules directly interface with the vehicle powertrain control module through internal cellular Wi-Fi, Bluetooth, and GPS4 technology. This allows Cocoa Fleet to get real-time vehicle system monitoring,

engine diagnostic, powertrain system alerts, live fault code alerting and pre-trouble codes before the driver is alerted by the check engine light. The in-vehicle unit allows the vehicle to integrate the following: e-logs, drive sensors, and dash cams. The software provides automatic and manual reports of vehicle health, fuel consumption, idle time, driver safety, and over 100 other reports. The addition of the software has provided an enhanced management tool for accountability and has become a key component of daily operations for many department/divisions.

STRATEGIC PLAN CONNECTION:

Full Management and Accountability of City Assets

BUDGETARY IMPACT:

Budgeted Yes

Annual budgetary impact per department:

DEPT#	DEPARTMENT NAME	CHARGE ACCOUNT	VG - 34	MONTHLY	ANNUALLY
1600	GENERAL FUND OPERATION	001-1600-513.56-15	1	$23.00	$276.00
1103	INFORMATION TECHNOLOGY	001-1103-516.56-15	2	$46.00	$552.00
2100	COCOA POLICE ADMIN.	001-2100-521.56-15	58	$1,334.00	$16,008.00
2132	CODE ENFORCEMENT	001-2132-524.56-15	4	$92.00	$1,104.00
2200	FIRE ADMIN.	001-2200-522.56-15	0	$0.00	$0.00
2201	FIRE OPERATIONS	001-2201-522.56-15	7	$161.00	$1,932.00
3200	COMMUNITY SERVICES	001-3200-515.56-15	1	$23.00	$276.00
3200	COMMUNITY SERVICE BUILDING	107-3200515.56-15	2	$46.00	$552.00
3500	PUBLIC WORKS ADMIN.	001-3500-519.56-15	0	$0.00	$0.00
3510	PUBLIC WORKS STREETS	001-3510-541.56-15	1	$23.00	$276.00
3520	PUBLIC WORKS GROUNDS	001-3520-572.56-15	8	$184.00	$2,208.00
3540	FLEET MAINTENANCE	001-3540-519.56-15	3	$69.00	$828.00
3560	FACILITIES MAINTENANCE	001-3560-519.56-15	3	$69.00	$828.00
3580	CAPITAL PROJECTS	001-3580-519.56-15	0	$0.00	$0.00
1515	FIELD SERVICES	421-1515-536.56-15	28	$644.00	$7,728.00
4010	WATER / SEWER ADMIN & LAB	421-4010-536.56-15	3	$69.00	$828.00
4020	DYAL	421-4020-536.56-15	20	$460.00	$5,520.00
4025	WATER TRANS. DIS.	421-4025-536.56-15	62	$1,426.00	$17,112.00
4055	UTILITIES ENGINEERING	421-4055-536.56-15	3	$69.00	$828.00
4120	SELLERS	421-4120-536.56-15	4	$92.00	$1,104.00
4125	WFO SEWER MAINT.	421-4125-536.56-15	9	$207.00	$2,484.00
3570	STORM WATER	423-3570-538.56-15	10	$230.00	$2,760.00
			229	$5,267.00	$63,204.00

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PREVIOUS ACTION:

Previously Approved by City Council on February 23, 2021

RECOMMENDED MOTION:

Approve participation in a multiyear cooperative Sourcewell Contract 020221 SAM with Samsara Inc, for Cloud Based Vehicle GPS location service through March 26, 2026, in addition to any extensions. Authorize the City Manager to approve the agreement, purchase orders, renewals, and amendments to the Users License Agreement with Samsara Networks Inc, and additional VG34 units as needed.

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Solicitation Number: 020221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Samsara Inc., 1990 Alameda Street, 5th Floor, San Francisco, CA 94103 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fleet Management Technologies with Related Software Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires March 26, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor will extend to the Participating Entity the return and warranty terms set forth in Vendor's Hardware Warranty and RMA Policy, subject to the related limitations set forth therein. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within 30 days of the date of delivery at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

DocuSign Envelope ID: E90E6798-5421-4C45-9A4F-AA9EDCDA2421

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity. By accessing the Contract, Participating Entities agree not to file any claims or causes of action against Sourcewell, or otherwise seek to hold Sourcewell, including

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its agents and employees, liable in connection with Vendor's Equipment, Products, and Services.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Vendor will require Participating Entity's acceptance of Vendor's then-current Terms of Service. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased, provided that such termination will be effective as of the date of the beginning of the period for which funds have not been appropriated;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity, and such breach continues for a period of 30 days following receipt of written notice to cure.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be

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mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement, except in the case of a merger, acquisition, or sale of all or substantially all of the assets of Vendor. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or

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oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell, including its agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the breach of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Vendor be liable to Sourcewell for incidental, special, exemplary, or consequential damages, including lost profits, loss of data or goodwill, service interruption, computer damage or system failure, or the cost of substitute services. Vendor's indemnification and liability obligations to a Sourcewell Participating Entity will be as set forth in Vendor's Terms of Service, subject to the limitations set forth therein.

Vendor's indemnification and hold harmless obligations under this Section 11 and Section 13 below are contingent upon: (a) Sourcewell providing Vendor with prompt written notice of a claim; (b) Sourcewell providing reasonable cooperation to Vendor, at Vendor's expense, in the defense and settlement of such claim; and (c) Vendor having sole authority to defend or settle such claim. Notwithstanding subsection (c) of this provision, Sourcewell may employ, at its sole cost and expense, separate counsel of its own choosing, but in no event Vendor will be liable for any damages or liability arising out of Sourcewell's employment of its own counsel.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

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13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

   b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

   c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws ("IP Claim"). Vendor will have no liability under this section to the extent that any IP Claim results from: (a) modifications to the Equipment or Products made by a party other than Vendor or a party acting on Vendor's behalf; (b) the combination, operation or use of the Equipment or Products with equipment, devices, software or data not supplied by Vendor nor reasonably contemplated by this Contract; (c) a party's failure to use updated or modified versions of the Equipment or Products provided by Vendor to avoid a claim; (d) Vendor's compliance with any designs, specifications or plans provided by Sourcewell or a Participating Entity; or (e) use of the Products other than in accordance with this Contract, any additional terms agreed between Vendor and a Participating Entity, or any

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documentation provided by Vendor. Vendor's indemnification and liability obligations to a Sourcewell Participating Entity will be as set forth in Vendor's Terms of Service, subject to the limitations set forth therein.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising or marketing campaigns with Participating Entities regarding Vendor's Sourcewell Contract must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

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17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers’ Compensation and Employer’s Liability.*
Workers’ Compensation: As required by any applicable law or regulation.

DocuSign Envelope ID: E90E6798-5421-4C45-9A4F-AA9EDCDA2421

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

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$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities that place orders with Vendor, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

DocuSign Envelope ID: E90E6798-5421-4C45-9A4F-AA9EDCDA2421

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

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regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

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Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

4/1/2021 | 1:57 PM CDT

Date: _____

Samsara Inc.

DocuSigned by:
Adam Eltoukhy
022A22405912470...

By: _____

Adam Eltoukhy

Title: VP & General Counsel

4/1/2021 | 12:47 PM PDT

Date: _____

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

4/1/2021 | 7:57 PM CDT

Date: _____

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RFP 020221 - Fleet Management Technologies with Related Software Solutions

Vendor Details

Company Name:	Samsara Networks Inc
Does your company conduct business under any other name? If yes, please state:	Samsara
Address:	1990 Alameda St 5th Floor San Francisco, CA 94103
Contact:	Brian Glowiak
Email:	brian.glowiak@samsara.com
Phone:	860-680-2388
Fax:	860-680-2388
HST#:	47-3100039

Submission Details

Created On:	Friday January 08, 2021 12:36:01
Submitted On:	Tuesday February 02, 2021 15:13:45
Submitted By:	Hannah Bennett
Email:	hannah.bennett@samsara.com
Transaction #:	9af6e246-5365-482f-a9fd-4c3e157b3b47
Submitter's IP Address:	52.119.119.247

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Samsara Networks Inc.	*
2	Proposer Address:	Samsara Networks Inc., 1990 Alameda Street, 5th Floor, San Francisco, CA, 94103	*
3	Proposer website address:	www.samsara.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Adam Eltoukhy, VP & General Counsel 1990 Alameda Street 5th Floor San Francisco, CA 94103. adam.eltoukhy@samsara.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brian Glowiak, Regional Sales Manager, Public Sector 1234 Samsara Miami, FL 33101 Brian.Glowiak@Samsara.com 860-680-2388	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Courtney McGowan, Director, Public Sector 1234 Samsara Miami, FL 33101 Courtney@Samsara.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Samsara is the global leader in Industrial IoT. Our mission is to increase the efficiency, safety, and sustainability of the operations that power our economy. Samsara's portfolio of complete Internet of Things ("IoT") solutions combine hardware, software, and cloud to bring real-time visibility, analytics, and AI to operations. Since Sanjit Biswas and John Bicket founded Samsara in 2015, the company has grown to over 1400 employees with major offices in San Jose, Atlanta, and London with headquarters in San Francisco and today we serve over 24,000 customers across diverse industries, including transportation, logistics, field services, passenger transit, waste management, food and beverage, oil & gas, utilities, construction, state and local gov, and manufacturing. Our core company values are 1. Obsess over customers 2. Adopt a growth mindset 3. Build for the long term. Samsara is a privately held company led by Sanjit Biswas, CEO & Co-Founder, and John Bicket, CTO & Co-Founder, both of whom sit on the Board. Sanjit and John are joined on the board by Marc Andreessen, Founding Partner, Andreessen Horowitz, and Hemant Taneja, Managing Director, General Catalyst. Prior to Samsara, our leadership team worked together for over a decade. The Samsara leadership team previously founded Meraki (now part of Cisco Systems), the cloud-managed networking leader that powers over 2 million networks worldwide. Much of our expertise in building large-scale cloud systems, obsessing over customer feedback to quickly innovate and grow our solutions, security, simplicity, ease of use, etc. carried over to Samsara and contributes to our explosive growth, success, and leadership in this space. Samsara's full executive team can be viewed here at https://www.samsara.com/about Samsara's core competencies include vehicle telematics, driver safety, asset tracking, mobile workflow, remote site visibility, and industrial process controls - all in an integrated, open, real-time, cloud platform. We have one of the strongest engineering teams in the world and are unparalleled in our ability to hear a customer problem statement and then design and build advanced technology as a solution fit. In the past year, we've doubled our customer and employee base and launched in 10 new countries. Most importantly, we are continuing to invest heavily in innovative and cost-effective ways to help our customers increase the efficiency, safety, and sustainability of their operations while also helping them meet and exceed the expectations of the customers and citizens they serve.	*
8	What are your company's expectations in the event of an award?	In the event of an award, Samsara's expectations are to enable our Public Sector sales teams to help our prospective customers take the easiest path to purchase through this contract. As stated in the pre-bid meeting by Sourcewell representatives, being able to leverage the Sourcewell contract is a massive benefit to all parties involved and can save months of time and effort as compared to going through a full RFP process with each and every city/county/state. This especially rings true in the current environment we have all been exposed to in the wake of Covid-19. Early retirements, furloughs, hiring freezes, etc., are all challenges we've seen in the market and it's become more difficult for agencies to find the time and resources to go through a true internal RFP process. Additionally, Samsara is very excited at the potential to be a part of Sourcewell's approved contract because there have been times where our sales team has had the request to use Sourcewell to purchase Samsara, however, we have had to use other cooperative contracts to earn their business to bypass an RFP. Sourcewell is typically the first contract that is mentioned in our discussions and we would love to leverage this as it seems to be the preferred option for many of our customers in the Public Sector.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please find Samsara's Dun & Bradstreet report attached. Samsara has raised over $930 million in equity financing to date, most recently raising $400 million in May 2020 at a $5.4 billion valuation, and Samsara maintains sufficient capital to provide services to its over 20,000 customers. Samsara is also number 25 on the Forbes Cloud 100 list (https://www.forbes.com/cloud100/#369e41325f94) and number 4 on the LinkedIn Top Startups List for 2020 (https://www.linkedin.com/pulse/linkedin-top-startups-2020-50-us-companies-rise-jessi-hempel/) We would be happy to provide more information on a call, if desired.	*
10	What is your US market share for the solutions that you are proposing?	Samsara has secured the title of the fastest-growing fleet technology company in the industry, with over 20,000 customers of different sizes and industries.	*
11	What is your Canadian market share for the solutions that you are proposing?	Samsara has secured the title of the fastest-growing fleet technology company in the industry, with over 20,000 customers of different sizes and industries, including throughout Canada.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Samsara would be best described as a SaaS provider. Samsara makes builds and designs all of its own hardware (gateways, dashcams, sensors, security cameras, industrial gateways and monitors, accessories, and more) and also all of its own software. This gives Samsara a unique edge because our products and software are extremely easy to use, seamlessly integrated, and help our customers consolidate platforms and simplify their operations. Our hardware and software are both created in house by badged Samsara Engineering and Development team members. Samsara sells its products mostly directly by our own sales team, and also through multiple partners with varying geographic coverage. These partners are external third parties and are not Samsara employees.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Samsara is registered on the FMCSA's ELD list.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Neither Samsara Networks Inc. nor its subsidiaries have been suspended or debarred in the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Please find below a list of awards and certifications: - 2019 LinkedIn Top Startups - #3 - 2019 Cloud 100 - Forbes - 2019 Top Startup - LinkedIn - 2019 International Business Awards - Company of the Year in Transportation (Gold), Most Innovative Tech Company of the Year (Silver), Hardware Networking for CM32 (Gold), IoT Analytics Solution for CM32 (Bronze) - 2018 Top CEO, Sanjit Biswas, Small to Medium Business - Glassdoor - 2018 Top Startups - LinkedIn 2018 American Business Awards - New Product of the Year in Transportation (Gold), Most Innovative Tech Company of the Year (Silver) - 2018 People's Choice American Business Award - B2B Products 2018 Internet of Things 50 - The Channel Co CRN Top 10 Fleet Management Solutions Providers 2017 - Logistics Tech Outlook 20 Fastest-Growing IoT Companies - Insight Success Magazine - 2017 Emerging Vendors - The Channel Co CRN	*
17	What percentage of your sales are to the governmental sector in the past three years	2%	*
18	What percentage of your sales are to the education sector in the past three years	1%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA, PEPPM, MAPC. The annual sales volume for these contracts is $1,207,982.66.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We currently have GSA contracts with entities from cities or counties from the following states: Florida, Texas, California, Georgia, South Carolina, Colorado, and Virginia. The annual sales volume for these contracts is $1,207,982.66.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City and County of Denver	Brad Salazar	720-865-3905	*
City of Sacramento	Mark Stevens	916-808-5869	*
City of Tallahassee	David Nichols	850.891.5238	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
[Confidential]	Government	Florida - FL	Vehicle Gateways, Unpowered Asset Gateways, Environmental Monitors, Street Sweeper Tracking	$1.76M	$1.05M	*
[Confidential]	Government	Massachusetts - MA	Vehicle Gateways (VG34), Powered Asset Gateways (AG26), Dash Cams (CM32), Environmental Monitors (EM21), Snow Plow/Spreader Tracking	$2.78M	$1.66M	*
[Confidential]	Government	California - CA	Vehicle Gateways (VG34), Powered Asset Gateways (AG26), Unpowered Asset Gateways (AG46)	$2.78M	$1.66M	*
[Confidential]	Government	Colorado - CO	Vehicle Gateways (VG34), Powered Asset Gateways (AG26), Dash Cams (CM32), Environmental Monitors (EM21), Snow Plow/Spreader Tracking, Sweeper Tracking	$3.15M	$781K	*
[Confidential]	Government	Colorado - CO	Vehicle Gateways (VG34), Powered Asset Gateways (AG26), Dash Cams (CM32), Snow Plow/Spreader Tracking	$1.9M	$400K	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Samsara is broken down into separate business units - Fleet, Industrial, and Connected Sites. On the Fleet side, we have 122 Account Development Representatives, 229 Account Executives, and 28 Regional Sales Managers. On the Industrial/Sites side, we have 9 Account Executives and 1 Regional Sales Manager.	*
24	Dealer network or other distribution methods.	Samsara has over 100 partners, referring to those who are qualified to resell our product, across all business units (fleet, industrial, connected sites). These partners are not employed by Samsara, nor are they required to submit a certain number of leads/generate a certain amount of revenue per quarter. Our most successful partners (i.e. CDW), fall under the "IT systems distributor" industry. We don't have a geographical hub for our partners- we have one in just about every state, distributed evenly across the US.	*
25	Service force.	As of January 2021, Samsara's Technical Support team has 82 team members located within the US, and 3 in the UK. Of the 82, 59 are full-time employees, and the remainder are contractors. In 2020, Samsara was extremely proud to achieve a less than 5 minute wait time to connect with a customer service representative. For the majority of the year, this was actually less than 1 minute.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Samsara provides its customers with 24/7 service via phone, email/case, and webchat. Response time capabilities (SLA's) and commitments can be found here: https://www.samsara.com/hosted-software-sla Contacting support can be found here: https://www.samsara.com/support/contact Training Webinars and Videos can be found here: https://www.samsara.com/support/training	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Samsara is fully capable and willing to provide products and services to Sourcewell participating entities in the United States.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Samsara is fully capable and willing to provide products and services to Sourcewell participating entities in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Samsara is well equipped to provide its services across all industries and sectors. Samsara has a global presence and there are no areas of the United States or Canada in which we would not be serving through the proposed contract.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Samsara is well equipped to provide its services across all industries and sectors. Samsara has a global presence and there are no sectors in which we would not be serving through the proposed contract. There are no existing contracts which would limit our ability to promote another contract.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no additional contract requirements or restrictions that would apply to participating entities in HI, AK, or US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our strategies to promote new offerings typically include blog posts, development of sales assets, updates on social media, emails to customers, and press outreach as appropriate. We'd like to partner with Sourcewell to finalize the messaging, scope, and timing of joint marketing activities. Examples of materials from a recent promotion include the links below (also attached as a PDF to this submission): - Launched blog post: https://www.samsara.com/blog/samsara-and-edulog-announce-integrated-solution-for-student-transportation - Press Coverage: https://stnonline.com/industry-releases/samsara-and-edulog-announce-integrated-solution-for-student-transportation/ - Case Study: https://samsara.showpad.com/share/zBtWW5Dd7DDoA5Q2ZkHGr	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Samsara carefully monitors performance on our own domains, email, social media channels, and paid channels. We gather data across every stage of our customers' journey and establish internal benchmarks to ensure that we're optimizing and improving our performance. Examples of our approach include: - Search engine optimization; ensuring that webpages and written content include top-performing keywords relevant to our solutions - Website analytics; adjusting content and performance to minimize bounce rate & increase traffic - Social media; monitoring engagement with posts on LinkedIn, Facebook, and Twitter. Use of targeted ads to engage with prospects. - Email; we monitor delivery success rates, unsubscribe rates, open rates, and click rates to maximize messaging impact while minimizing reader fatigue	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We are happy to work with Sourcewell to determine a mutually beneficial co-marketing plan. When it comes to integrating Sourcewell-awarded contracts into our sales process, there are two approaches: - If we are speaking with a client who is already on the Sourcewell membership list, we will be certain to promote our contract with that client. - If we are speaking with a client who does not yet procure through Sourcewell, we can provide collateral to our sales teams to educate those clients about Sourcewell. We are happy to share Sourcewell-provided resources about the benefits of purchasing through the cooperative.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do have an online webstore, but as of now, its use is limited to our existing customers. The webstore can be used for replacement hardware, accessory and cable transactions for all customers. Only certain customers can utilize the webstore for additional net-net purchases. Our existing governmental and education customers can use our webstore in the same manner as above.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Samsara utilizes the Train the trainer approach, and in most deployments, we provide 6 deep drive instructor-led trainings in a virtual format covering the following topics:
		
		- Admin Dashboard Settings Training
		- Admin Dashboard Functionality Training
		  - Safety for Dash Cams Overview
		  - Admin Driver App
		  - Admin Fleet App
		  - Routes, Dispatching, and Workflow Overview
		  - Maintenance Overview
		
		We also have a library of On-demand training videos available 24/7 via the Samsara dashboard itself available to all the customers at no charge.
		
		With every deployment, each Samsara customer will always receive 24/7 customer support (phone, email/case, chat), on-demand access to the Samsara Training Center, and access to the online knowledge base.
		
		Service and Support Benefits such as Pre-Sale Pilot Management, Tailored ROI Analysis, Consultations, Setup & Configurations, Implementation Kick Offs, Plans, and Workshops, End-to-End Program Management, Business Reviews, Dedicated Technical Account Managers, and more are all offered and are based on overall annual spend. The abovementioned additional services are included for Samsara customers at no additional cost as their annual spend meets the required threshold.
			*

37	Describe any technological advances that your proposed products or services offer.	Samsara's mission is to increase the efficiency, safety, and sustainability of the operations that power our economy. Our complete portfolio of Internet of Things ("IoT") solutions combine hardware, software, and cloud to bring real-time visibility, analytics, and AI to operations. Today, over 20,000 customers around the world -- from state and local governments to schools and Fortune 500 enterprises -- use Samsara to simplify their operations, consolidate vendors, prevent accidents and increase overall safety, automate manual processes, and improve real-time visibility across multiple departments, sites, agencies, and more. Samsara's growing suite of solutions includes vehicle telematics, driver safety, mobile workflow and compliance, asset tracking, smart cameras, and industrial process controls - all in an integrated, open, real-time platform. Customer feedback is at the center of our product development process. In 2020 alone, Samsara launched more than 200 product updates to help customers adapt to new operational challenges. All of these new features and functionalities were pushed to our customers free of charge and over the air. This is a huge differentiator with Samsara; we do not try to nickel and dime our customers with increases in pricing when new features are rolled out. If our customers have the hardware that supports our new features, they simply get these free of charge and can choose to use or not use them at their leisure. For example, in late Winter 2020 (March), all of Samsara's customers who had previously purchased our Dashcams were automatically eligible to use a plethora of new A.I. features free of charge. All they had to do was turn on a toggle with a simple click in their dashboard and they could immediately access features like distracted driving detection (texting, smoking, eating, looking away from the road), tailgating, forward collision warnings, rolling through stop signs and red lights, seatbelt usage, mask-wearing policies, among other items. While many of our customers were already using these Dashcams (CM31 & CM32) for well over a year, they were ecstatic to be able to leverage all of our new features without paying additional yearly fees, and without needing to replace any hardware or do any additional work from on their end. This is what our customers come to expect over time with Samsara and is what we strive to deliver. The following link is also a part of Samsara's submission as a PDF document: https://www.samsara.com/blog/favorite-product-updates-2020	*

38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	A core value of ours is building for the long term, and sustainability is a key part of that. We are committed to building best in class products that help our customers reduce their environmental footprint, and we have the same goal for our own business practices. Customer examples are annual reductions in fuel of over $40m per annum across our customer base due to eco-drive initiatives and reductions in idle times. We also have also made a big investment in capabilities to manage EV fleets and their unique challenges. Samsara has published an internal page for "green" initiatives. This page includes links for environmental groups to support/donate, various Earth Day projects/ideas, and other environmentally related topics. Furthermore, the Samsara recognition platform allows employees to accrue points and donate directly to agencies such as The Nature Conservancy and Greenpeace. In addition, Samsara offices in CA are Cal Green, SF6 and SJ1 are LEED certified, Samsara’s Workplace Design and Build Guidelines call for high-efficiency lighting and power systems, sustainable materials and locally-sourced materials when available.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Samsara is proud to be recognized as a leader in sustainability. In 2020, Samsara was honored by the Business Intelligence Group as a company that has made sustainability an integral part of its business practices. More can be read below and here - https://www.bintelligence.com/sustainability-awards The most precious asset all businesses share is our Earth. The efforts individuals and businesses make to sustain this vital resource is not only necessary, but it also makes good business sense. Seeking recognition for your Earth-friendly work is also smart business. We applaud you for taking the first step in setting your business apart from your competitors. The Sustainability Awards program provides the opportunity for your organization to receive global recognition by a panel of volunteer judges who themselves are leaders and experts in business. The Sustainability Awards will honor those who have made sustainability an integral part of their business practice. We welcome nominations from businesses of all sizes, locations and maturity. We offer increased exposure for the exemplary accomplishments of leaders, initiatives and organizations working to reduce the impact of their business on our environment.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Samsara does not hold these certifications.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Samsara is an integrated platform that improves safety and increases efficiency and sustainability for operationally complex businesses, governments, and other entities. We connect data points from sensors and cameras (all built in-house by Samsara) across our customer's operations (ie: fleet, worksites, and infrastructure) with AI-powered, secure, cloud-based software. Because Samsara is unique in having developed and built all of our hardware and software in-house, State and Local agencies, as well as schools and Universities, are choosing our platform because we help consolidate their vendors and move them to a simple, intuitive, powerful platform all in one pane of glass. This is true across the rest of our business units as well. What used to take perhaps 3 vendors (one for AVL/GPS, another for assets/maintenance, another for dashcams/safety) now can be done with one company at a best-in-class level across all products. In addition to our Fleet business, we're also helping our customers monitor their remote sites, wells, pumps, and other locations that can reduce the need for manual check-ins with our Industrial Gateways. We're constantly listening to what our customers are asking for, and have also since developed another product called Site Visibility which can quickly bring all of your existing camera streams directly into your Samsara Dashboard by utilizing the existing equipment which has already been paid for. For example, if a state, city, county, school district, university, or any organization already has security cameras installed throughout their operations today, there's a great chance they can pull in those camera streams directly into Samara without needing to replace any existing infrastructure - a true game-changer for any organization who wants to bring real-time visibility from their vehicles and sites into the same dashboard. We also can provide our own security cameras if needed if the system needs a full replacement. Because all camera streams can run through our platform, we can layer our A.I. on top of the stream within our Dashboard which unlocks alerts, notifications, people and movement detection, and much more. Curious to see who was the last person who walked through your facility with an orange shirt on? You can find this footage with just a few clicks and in a matter of seconds. Samsara is much more than just a GPS or AVL provider, it is a platform where our customers can start slow and grow into our products and services from whatever starting point they wish, at their own pace. Samsara is often chosen because our customers know we are a tech company, first and foremost, that can move quickly and take feedback seriously to make the overall product better based on real-world problems our customers are sharing with us.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Samsara Hardware Products that require a valid license to function shall come with a warranty that lasts for as long as you maintain a valid license for such Hardware. During the warranty period, Hardware exhibiting material defects will be replaced. More information on the Hardware warranty can be found here: https://www.samsara.com/support/hardware-warranty Labor is not included in the product warranty.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No. If there is an issue with any of our products and it is covered under warranty, Samsara will overnight a new device to the customer and our products are extremely easy to install so the great majority of our customers will simply swap out the products themselves.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no geographic regions of the United States or Canada in which Samsara can send our certified installers, however, as previously mentioned the installation is not covered in the warranty, only the product itself is. Our products are designed to be extremely easy to install, everything being plug and play. If Samsara provides the initial installation, it is expected we will be training existing employees how to do what is typically a 10-minute simple process for installations or replacements. Very little vehicle or technical knowledge is needed to do the majority of our installations/replacements.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	No. All products mentioned in this proposal are built by Samsara employees and this unique approach is a differentiator because we create and build all of our own hardware and software. We do not rely on other manufacturers' hardware as part of our offering. Because of this, Samsara is able to offer seamless, plug and play integration of all of our products which relays back to a simple, intuitive, dashboard where our customers have a true 360-degree view of their operations.	*
47	What are your proposed exchange and return programs and policies?	Samsara offers a no-questions-asked return policy up to 30 days post purchase as outlined in the Samsara Hardware Warranty & RMA Policy, found at https://www.samsara.com/support/hardware-warranty. During the hardware warranty period, devices exhibiting material defects will be replaced pursuant to the RMA process outlined in the Hardware Warranty & RMA Policy	*
48	Describe any service contract options for the items included in your proposal.	All product update releases are performed over the air without any interruption to our customers' service. Samsara's Hosted Software runs on a scalable and redundant cloud computing infrastructure used by the world's largest enterprises. Samsara's distributed software architecture spreads computation across multiple physical servers and replicates stored data across multiple physical storage devices. As a result, no single hardware failure can affect service availability and because of this we are pleased to offer our customers a 99.99% uptime SLA.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Samsara can provide monthly, annual, or upfront payment options pending internal credit review of the participating entity.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Samsara will handle the complete order process from start to finish including quoting, processing, shipping, invoicing, product activation, implementation, and customer support. With each Samsara order from our customers, deliveries for our hardware are typically made within 3 business days of the signed quote or purchase order being received. In the past in order to procure Samsara via Sourcewell, Samsara has relied on 3rd party companies who have an existing relationship with Sourcewell. In the near term, there will still be some entities who continue to choose to use our 3rd party providers to procure Samsara (i.e. via CDW). However, if awarded, going forward we will be looking to sell Samsara directly off the Sourcewell contract versus leveraging 3rd party providers. The benefit of being able to purchase Samsara directly off the Sourcewell contract versus going through a 3rd party benefits the customer first and foremost because this will zero-out the reseller fees typically associated with procuring Samsara through a 3rd party. In this event, Samsara would be fully capable of providing quarterly sales to Sourcewell as described in the contract template because we would control access to this data rather than it going through our dealer network. In the event our dealer network processes a Samsara purchase order, the typical workflow for this is the end customer will cut a PO to the reseller dealer network and this would trigger a payment to Samsara from the reseller/dealer. Upon receipt, Samsara will release the shipment and provide tracking information to the appropriate point of contact. In this instance, the dealer network would process the Sourcewell participating entities' purchase orders.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we accept P-card transactions through a secure checkout link that can be provided by an account manager, or via the Samsara online web store which our customers can access directly from their dashboard. All credit or debit cards used will automatically have a 3% processing fee attached to them, and this fee is only applicable to this payment method. Other payment methods such as check, wire, ACH transfers, will not incur any processing fees.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	

53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Samsara offers line-item discounts on a case by case basis. Typical considerations when offering line-item discounts include overall size and scope of the project, ability to pay upfront in full versus annual or monthly, and a customers' openness to partner with Samsara on things like case studies, video testimonials, webinars, or being a reference to other similar entities. Please see attached for list pricing as well as the Sourcewell discounted price within the excel pricing document. Within the excel pricing document, we wanted to make it clear which line items represent a one-time cost or product replacement cost versus an annual recurring cost for licenses/software charges. Column J shows this designation, please let us know if you have further questions there. Samsara does not charge for hardware during an initial contract, and the hardware is covered under full warranty for the duration of the time a customer is actively paying for the software license associated with that hardware. In the event a piece of hardware would not be covered under warranty (i.e. a driver deliberately scratched the lens of a camera) we would use the one-time/replacement cost in order to have that hardware replaced. Our most up to date warranty information can be found at https://www.samsara.com/support/hardware-warranty	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Samsara is offering a 5% discount to MSRP pricing for Sourcewell entities wishing to leverage their existing Sourcewell relationship to purchase Samsara. Please see the attached master price list for these prices. Note this is simply the starting point from a pricing perspective. Sourcewell entities would be eligible for deeper discounts depending on their total rollout, scope, and other items determined during the sales cycle.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity and volume discounts are given to our customers, on a case by case basis, and can be discussed in further detail as interested agencies begin to inquire what a Samsara deployment might look like in practice for their particular scope and delivery. Quantity and volume discounts would be discussed with an Account Executive or Regional Sales Manager during the purchasing process.	*
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Samsara offers a robust marketplace highlighting pre-built integrations that our customers can take advantage of at no additional cost from Samsara. In some instances, the partners listed on our marketplace may have their own fees associated with certain integrations, however, Samsara does not charge extra for an existing pre-built integration. In the event a customer wants to explore building a new integration, a quote will be supplied for each such request and cost shall be determined on a case by case basis. This also could be a custom success or support program that a customer might request above and beyond our typical implementation and success programs. Anything in this capacity would be reviewed by our respective teams in conjunction with the customer to determine the overall effort and cost needed to satisfy the request on a case by case basis. With regard to installations, the majority of Samsara's customers choose to self-install as our products are extremely easy to use and are plug and play right out of the box. An installation of a Vehicle Gateway and Dashcam could take as little as 10 minutes. In the event a customer requires an installation, Samsara has a network of certified installers who can be leveraged for these instances.	*

57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	- Applicable taxes - Shipping & handling - Installation (if applicable) - Most Samsara customers perform their own installations as our products are designed to be "plug and play" right out of the box. For those customers who choose to not self-install, Samsara has a network of certified installers who will work with Samsara and the customer to scope out the project in its entirety and then provide a detailed implementation plan tailored to that particular install. No installation is the same and therefore the cost of installation will vary on a case-by-case basis. - Custom integrations not already covered at no additional cost: see samsara.com/marketplace	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Samsara uses FedEx Freight for shipping and this is a separate cost required to be paid by the customer in addition to the products and services purchased. The process is as follows: - Customer sends final vehicle and asset lineup to Samsara - Samsara Order Operations will retrieve the cost of shipping from FedEx Freight to be added to the quote based on the size and destination of the order. - All shipments are FOB origin, freight is pre-paid and added to the Customer's invoice.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada, Mexico, and EMEA would follow the same process as listed in Table 11, Question 6, which is also listed below: - Customer sends final vehicle and asset lineup to Samsara - Samsara Order Operations will retrieve the cost of shipping from FedEx Freight to be added to the quote based on the size and destination of the order. - All shipments are FOB origin, freight is pre-paid and added to the Customer's invoice.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	In line with Samsara's first-class customer support experience, our customers appreciate how we take feedback seriously and ensure quick resolution to potential issues that may arise. In the event a piece of hardware is not properly functioning, Samsara will overnight a replacement unit and send a free return shipping label for the malfunctioning unit. This is offered to all of our customers and their feedback is extremely positive for this, considering most did not receive this type of service with their previous vendors.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Pricing provided in this submission represents a 5% discount to MSRP for what Samsara typically offers as its starting point with government, education, and non-profit organizations. Deeper discounts will be available to participating Sourcewell entities based on the size and scope of their desired rollout.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	If awarded a Contract, Samsara will leverage its business systems to track sales with Participating Entities under the Contract to satisfy quarterly reporting obligations and remittance of the administrative fee. Samsara has experience with such reporting for similar contracting vehicles (e.g., GSA).	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Samsara agrees to pay Sourcewell a 2% administrative fee of total sales for facilitating, managing, and promoting the Sourcewell Contract in the event we are awarded a Contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	

64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Samsara is an integrated platform that improves safety and increases efficiency and sustainability for operationally complex businesses, governments, and other entities. We connect data points from sensors and cameras (all built in-house by Samsara) across our customer's operations (ie: fleet, worksites, and infrastructure) with AI-powered, secure, cloud-based software. Because Samsara is unique in having developed and built all of our hardware and software in-house, State and Local agencies, as well as schools and Universities, are choosing our platform because we help consolidate their vendors and move them to a simple, intuitive, powerful platform all in one pane of glass. This is true across the rest of our business units as well. What used to take perhaps 3 vendors (one for AVL/GPS, another for assets/maintenance, another for dashcams/safety) now can be done with one company at a best-in-class level across all products.
		
		In addition to our Fleet business, we're also helping our customers monitor their remote sites, wells, pumps, and other locations that can reduce the need for manual check-ins with our Industrial Gateways. We have also developed another product called Site Visibility which can quickly bring all of your existing camera streams directly into your Samsara Dashboard by utilizing the existing camera equipment which has already been paid for. For example, if a state, city, county, school district, university, or any organization already has security cameras installed throughout their operations today, there's a great chance they can pull in those camera streams directly into Samara without needing to replace any existing infrastructure - a true game-changer for any organization who wants to bring real-time visibility from their vehicles and sites into the same dashboard. We also can provide our own security cameras if the system needs a full replacement. Because all camera streams can run through our platform, we can layer our A.I. on top of the stream within our Dashboard which unlocks alerts, notifications, people & movement detection, and much more. Curious to see who was the last person who walked through your facility with an orange shirt on? You can find this footage with just a few clicks and in a matter of seconds. Samsara is much more than just a GPS or AVL provider, it is a platform where our customers can start slow and grow into our products and services from whatever starting point they wish and at their own pace. Samsara is often chosen because our customers know we are a tech company, first and foremost, that can move quickly and take feedback seriously to make the overall product better based on real-world problems our customers are sharing with us.
		
		Samsara's offerings within in this proposal include vehicle telematics (everything from AVL to preventative maintenance to vehicle inspections and more), driver safety, asset tracking, mobile workflow, remote site visibility, and industrial process controls. All products can be included in an integrated, open, real-time, cloud platform. Samsara is offering products and services that span the following (please see attached master product list and product specification sheets for detailed information on pricing and capabilities):
		
		Fleet
		- Telematics
		  - Real-time GPS Fleet Tracking
		  - Fuel & Maintenance
		  - Trailer Tracking	

- Reefer Monitoring
- Equipment (powered and unpowered) Tracking
- Electric Vehicles

- Safety and Cameras
  - A.I. Dashcams
  - Driver Safety Programs
  - Coaching Workflows
  - Safety Event Review
- Connected Driver
  - Driver Workflow
  - Custom Documents
  - Messaging
  - Routing & Dispatch
  - Compliance
  - Driver Vehicle Inspection Reports (DVIR)
- Platform & Partnerships
  - Single Vendor Platform - consolidate and simplify your operations and vendors into one platform
  - App Marketplace - pre-built integrations with Samsara and your 3rd party apps
  - Experts Marketplace - get help from our verified integration and implementation experts
  - OEM Telematics - integrations with industry-leading OEMs such as John Deere, Caterpillar, Ford, International, Volvo, Mack
- Industry-Specific Solutions
  - Transportation & Logistics
  - Food & Beverage
  - Construction
  - Higher Education
  - K-12 School Transportation
  - State & Local Government
  - Passenger Transit
  - Field Service Fleets

Infrastructure

- SCADA - Samsara offers a cloud-based full end to end SCADA solution and can also be run alongside existing systems to make previously inaccessible data more actionable.
  - HMI Dashboards for Equipment, Oilfield, Wastewater, and Water Operations
  - Alarms & Notifications
  - Reporting
  - Mobile Access from anywhere to prevent downtime
  - Custom KPIs
- Industrial IOT
  - Remote Monitoring
  - Condition Monitoring
  - Industrial Gateways - Samsara Industrial Gateways provide a direct link between your equipment and our cloud-based remote monitoring platform. This seamless integration of hardware and software gives you out-of-the-box visibility, so you can monitor and control industrial equipment in the most remote locations.

Site Visibility

- Samsara Site Visibility integrates with existing security cameras for easy installation. Simply plug in the Site Gateway to your network and set up the cloud VMS (video management software) in under 10 minutes. In a few clicks, you can detect and add existing IP camera streams into the Samsara Dashboard. Use these streams to create custom views, share footage, and gain on-the-go visibility from your phone.
- Our hybrid-cloud architecture revolutionizes traditional video monitoring, combining on-the-go visibility with a powerful on-premise gateway and ruggedized, high-definition cameras. If customers already have their own cameras, we can integrate with those too.
- Our Site Gateway allows customers to automatically turn their existing IP cameras into an advanced AI camera in a matter of minutes.
- Key Benefits Include:
  - Access from anywhere - Everything you'd want from a security camera system, plus secure and granular user access from any web browser or from the mobile application.
  - Security - Immediately respond to unusual activity (such as theft) and reduce the time spent investigating. Have & find evidence easily when you need it. Intuitive timeline navigation and enhanced search features streamline incident investigation, such as a theft or a worker injury.
  - Safety - Leverage intelligent detection and powerful search to identify workplace hazards. Catch & prevent incidents in the moment. Be immediately notified of unusual or unsafe activity through intelligent detection and alerting—no need to actively monitor your security cameras.
  - Efficiency - Identify process or operational inefficiencies with powerful AI insights

		and proactive alerts.	
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please see the bulleted items listed in Table 14A line item 64 for the main categories and subcategories of the products and services offered by Samsara.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Fleet management information systems	(•) Yes ( ) No	Samsara's platform is able to be used as an FMIS for our customers. For those customers who are already using an existing FMIS such as something like an Assetworks, Samsara can integrate with these systems to do things such as but not limited to: syncing Samsara Vehicle Gateway and Asset Gateway data like trip history, engine runtimes, fault code analysis and odometer data, automatically trigger work orders to be created based on vehicle inspection reports and maintenance data in Samsara, and service requests can be sent directly to technicians.	*
67	Fleet technology related hardware solutions	(•) Yes ( ) No	Samsara makes builds and designs all of its own hardware (vehicle and asset gateways, dashcams, sensors, security cameras, industrial gateways and monitors, accessories, and more) and also builds all of its own software. This gives Samsara a unique edge because our products and software are extremely easy to use, seamlessly integrated, and help our customers consolidate platforms and simplify their operations. Our hardware and software are both created in house by badged Samsara Engineering and Development team members.	*
68	Fleet related software solutions	(•) Yes ( ) No	Samsara makes builds and designs all of its own hardware (vehicle and asset gateways, dashcams, sensors, security cameras, industrial gateways and monitors, accessories, and more) and also builds all of its own software. This gives Samsara a unique edge because our products and software are extremely easy to use, seamlessly integrated, and help our customers consolidate platforms and simplify their operations. Our hardware and software are both created in house by badged Samsara Engineering and Development team members.	*
69	Telematics, fleet monitoring, asset tracking, and geofencing solutions	(•) Yes ( ) No	All items listed are covered by Samsara's offering.	*
70	Motor pool and fleet sharing solutions	(•) Yes ( ) No	Samsara has worked with various cities, counties, and agencies with regard to supporting fleet pooling services in certain capacities. By using the Samsara Driver App, employees can submit digital documents to report reasons for vehicle use, passengers, odometer readings, or any other information you want to capture including pictures, barcode scans, signatures, and document scans. There are numerous ways to understand who is driving which vehicle in real-time: 1) by logging into a vehicle via the Samsara Driver App, 2) if using Samsara Dash Cams (CM32) they will assign drivers automatically as soon as they start a vehicle, 3) with RFID ID card readers and RFID cards, and 4) with bluetooth keychain tokens.	*

71	Integrated video solutions	(•) Yes ( ) No	Fast Company's 2020 World Changing Ideas Awards were announced in April 2020, honoring the businesses, policies, projects, and concepts that are actively engaged and deeply committed to flattening the curve when it comes to the climate crisis, social injustice, or economic inequality. A panel of eminent judges selected winners and finalists from a pool of more than 3,000 entries across transportation, education, food, politics, technology, and more. Samsara's AI Dash Cam received an honorable mention in the AI and Data category for its critical role in protecting drivers. Additionally, specifically speaking about Samsara's integrated AI Dashcams, in September 2020 this product received two Gold Stevie 2020 International Business Awards for both the IoT Analytics Solution and the Hardware Solution of the Year. According to this year's Stevie® Award judges, Samsara's unified platform and customer-first approach differentiates the company from others in the market. Recent updates to the platform include advanced AI safety features, such as preventative in-cab alerts, and electric vehicle reporting capabilities. With Samsara, customers gain complete operational visibility, so they can save time, save money, and keep their workers safe. More than 3,800 nominations from organizations of all sizes and in virtually every industry were submitted this year for consideration in a wide range of categories. Stevie Award winners were determined by the average scores of more than 250 executives worldwide who participated in the judging process from July through early September. Samsara's dual-facing AI dash cam provides fleet managers with the information they need to protect their drivers and their fleet from incidents on the road. These cameras use embedded AI and real-time computing power to interpret road scenes and driver behavior to detect distraction, near collisions, tailgating, and traffic violations for even more visibility into safety incidents and risks. Simply put, these cameras save lives. In addition to Samsara's award-winning Dashcams, we also offer our customers a Site Visibility solution, which is a hybrid Video Monitoring Solution that allows our customers to bring their existing security camera streams directly into Samsara's dashboard and layer Samsara's AI on top of the streams. This makes any ordinary IP camera an immediate AI-powered smart camera with a slew of features that were not previously available without Samsara.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
72	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	If awarded, internal metrics will be developed and tracked within Samsara's internal CRM. Metrics such as total opportunities created tagged with Sourcewell as a path to purchase, win rate, and the scope of rollout provided in closed won deals would be tracked. This would be further broken down by region and segment, all the way to the individual rep level. These data points combined with other items are crucial for Samsara's continued growth as we continue to add headcount and expand our Public Sector teams.	*
73	Describe your approach to data privacy in regard to your proposed solution(s).	At Samsara, all of our products are built from the ground up with privacy in mind. We firmly believe that your data belongs to you and that protecting it is one of our most important responsibilities. To that end, we hold data security and privacy to the highest standards and invest continuously in our infrastructure and processes to provide you with the most secure solutions in the industry. We're committed to being transparent about our security practices and helping you understand our approach. Our Global Approach to Privacy: Whether you operate in the United States or Europe, Samsara has you covered. We support compliance with GDPR and CCPA requirements, among others. * European Union: Samsara supports compliance with the GDPR. The EU General Data Protection Regulation (GDPR), effective 25 May 2018, is a regulation that strengthens data protection for all individuals in the European Union (EU). The GDPR places requirements on the way organizations and companies must collect, store, and process personal data. It also addresses the movement of such personal data outside the EU and stipulates the controls and safeguards which must be in place to do so. As a complete telematics solution, Samsara products must sometimes collect, store, and use an array of personal data, including video footage. When designing and improving our products and features, Samsara has carefully considered data protection in order to help ensure personal data is processed in accordance with its legal requirements. Data is therefore processed in a transparent way and is retained only as is necessary, with appropriate safeguards in place to secure and protect it.	

Under the GDPR, Samsara will serve as the data processor in our customer relationships in order to process personal data provided by the customer. Under our agreements, customers will always have the power and control over their data. Within our products, Samsara also provides certain functionality to help customers with their compliance with applicable legal requirements.

Samsara has always believed in the importance of securely and thoughtfully handling customer data and will continue to protect customer data in accordance with all applicable legal requirements, including the GDPR.

For more information about how Samsara supports compliance with the GDPR in your region, please contact your representative for access to our privacy white papers for the United Kingdom and Ireland, Netherlands, Germany, France, and Spain. If you do not have a representative, please contact sales@samsara.com or reach out through our website.

* California: Samsara supports compliance with the CCPA. The California Consumer Privacy Act of 2018 (CCPA) was enacted into law on June 28, 2018, and many of its provisions went into effect on January 1, 2020. The CCPA grants California residents certain rights with respect to their ability to know and access the personal information that businesses collect about them. Those rights include the right to say no to the sale of their personal information. However, please note that Samsara does not sell personal information. Our Privacy Policy [https://www.samsara.com/support/privacy] describes how Samsara may collect and use personal data consistent with other CCPA-related rights when we act as a “business” (as defined under the CCPA).

When we process personal information provided by our customers, Samsara acts as a “service provider” (as defined under the CCPA). In that capacity, we only process and transfer the personal information of our customers and our customers’ end-users for the purpose of performing our rights and obligations under our existing contract(s) with our customers and for no other commercial purpose.

How We Protect PrivacyProduct:

Samsara’s products are designed to help customers balance their business needs against privacy needs. Our hardware and software products include customizable control measures, features and tools to protect customer data.

Samsara’s commitment to privacy is reflected in our products’ features and your ability to customize many of our products to fit your specific needs and country-specific regulations. For example, Samsara dashcams enable strong privacy controls for customers to utilize, including:

Limited data captured and uploaded: Only video relating to safety events and video specifically requested by a customer is stored on the cloud / available in the dashboard;

Limited data retention: only 40 to 60 hours of recorded footage is available on any dashcam by default, with customizable data-retention features for footage sent to the cloud;

Restricted data access: Customers can set permissions so videos may be viewed only on a need-to-know basis (for example, a customer may restrict viewing permissions to safety managers);

Strong security: Samsara uses industry standard standards and protocols to protect data in transit (including TLS 1.2 and 256 AES encryption) and at rest (including FIPS 140-2 compliant encryption standards);

Physical lens caps: to cover either inward-facing lens only or inward- and outward-facing lenses.

EU data center: EU-customers’ data is stored in Ireland using Amazon AWS, which is rated as the leader in cloud security by research firm Forrester.

Policies and Safeguards:

Samsara is committed to transparency around how we hold and use personal data. Company-wide policies, contractual terms and other safeguards emphasize our responsibility to protect customer data and to stay compliant with the law.

Privacy Policy: Samsara may collect personal data in support of its business. For more information about how Samsara may collect and use such personal data,

		please see our Privacy Policy. DPA: Under the GDPR, Samsara will serve as the data processor for our customers, who in turn act as the data controller. To learn more about how Samsara processes customer data as part of this controller-to-processor relationship and our customer contracts, please see our DPA here. Data Transfers: To comply with EU data protection legislation on international data transfer mechanisms, we self-certify under the EU-US Privacy Shield and the Swiss-US Privacy Shield as set by the U.S. Department of Commerce. These frameworks were developed to establish a way for companies to comply with data protection requirements when transferring personal data from the European Union, UK, and Switzerland to the United States. To the extent these frameworks are deemed invalid or no longer apply to Samsara, we agree to abide by and process your data in accordance with the European Commission approved Standard Contractual Clauses we include within our Data Protection Addendum to provide adequate protection for such personal data transfers. DPIA: The GDPR requires organizations to undertake a data protection impact assessment (DPIA) where using new technologies is likely to result in a high risk to individuals. Samsara can provide supporting materials to help demonstrate your compliance with carrying out such DPIAs where you believe they are required before using our products. Marketing Communications: Samsara collects personal data for marketing purposes only pursuant to GDPR and other applicable local laws. Marketing communications are easily opted out of at any time via this page or through the unsubscribe feature on our emails. Security: Protecting our customers' privacy and respecting confidential information is fundamental to our core values. Samsara products are built from the ground up with security and privacy in mind. As part of our commitment to privacy and security, we've adopted the highest standards and also conduct regular audits pursuant to the Service Organization Controls (SOC 2) reporting process to ensure our customers' data is safe and available. Security Practices: Samsara implements the highest industry standards for encryption, storage, privacy, network, and endpoint security. Audits: Samsara regularly conducts security audits to ensure our systems are properly safeguarded. For example, our SOC 2 reports include descriptions of our software infrastructure and the processes we have in place to keep our customers' data safe and available. We also engage independent entities to conduct application-, infrastructure-, and hardware-level penetration tests at least annually. Incident Response: We have implemented a data breach and incident response plan. In case of an incident involving your customer data, we will inform you per the terms of your agreement with us. Learn More: To learn more about Samsara's commitment to upholding the highest security standards, please visit www.samsara.com/security	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Adam Eltoukhy, General Counsel, Samsara Networks Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_10_Fleet_Mgmt_Tech_RFP_020221 Tue January 26 2021 04:32 PM	☑	2
Addendum_9_Fleet_Mgmt_Tech_RFP_020221 Mon January 25 2021 05:09 PM	☑	2
Addendum_8_Fleet_Mgmt_Tech_RFP_020221 Wed January 20 2021 04:19 PM	☑	1
Addendum_7_Fleet_Mgmt_Tech_RFP_020221 Tue January 19 2021 12:21 PM	☑	1
Addendum_6_Fleet_Mgmt_Tech_RFP_020221 Mon January 18 2021 01:39 PM	☑	1
Addendum_5_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:16 PM	☑	2
Addendum 4_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:12 PM	☑	3
Addendum 3_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:05 PM	☑	1
Addendum 2_Fleet_Mgmt_Tech_RFP_020221 Fri January 8 2021 01:17 PM	☑	1
Addendum 1_Fleet_Mgmt_Tech_RFP_020221 Fri January 8 2021 01:17 PM	☑	1

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

March 30, 2022

To: All Departments

Subject: Approved use of Sourcewell contract 020221-SAM with Samsara Inc.

The Purchasing Department has reviewed Sourcewell contract 020221-SAM with Samsara Inc and has confirmed that the terms are acceptable for departmental use.

The following terms contained in the contract support the terms and conditions required by the City of Cocoa:

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access.

6. MEMBER ORDERING AND PURCHASE ORDERS:

A. PURCHASE ORDERS AND PAYMENT- To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor.

B. ADDITIONAL TERMS AND CONDITIONS- Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional commercial terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

Through the issuance of a Purchase Order, the City of Cocoa terms and conditions will be recognized and enforced as if included in the original agreement. The Vendor Quote and Purchase Order must clearly reference that pricing is being provided in according with this contract. Vendor must accept the Terms and Conditions issued along with the Purchase Order. Departments are required to obtain any additional documentation such as a COI and e-Verify affidavit when required. If purchase is greater than the City Manager approval authority and/or if the purchase results in a service agreement which is active in more than one fiscal year, the department must also obtain the approval of City Council.

Should there be additional questions or clarification needed please contact the Purchasing Department at purchasing@cocoafl.org.

Brian Dale
Purchasing Manger
City of Cocoa

samsara

QUOTE #Q-322541

Sourcewell Contract

#020221-SAM

Samsara Inc.
350 Rhode Island Street
4th Floor, South Building
San Francisco, CA 94103
www.samsara.com

Prepared For:
City of Cocoa
301 Shearer Blvd
Cocoa, Florida
32922

Prepared By:
Mac Caceres
macario.caceres@samsara.com

Issued 06-17-2022
Expires 08-31-2022

	Subtotal
Hardware and Accessories	$0.00
License Term–36 Months	

Quote Summary

Shipping and Handling	$0.00
Upfront Hardware Sales Tax	$0.00
Monthly License Sales Tax	$0.00
First Month Payment	**$5,267.00**
Payments Beginning Month Two	**$5,267.00**

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is "Pending" – Final amount will be provided prior to payment
*3% fee
charged on non-ACH charges (Canada Exempt)
*Sales tax subject to change

Samsara Inc.
350 Rhode Island Street
4th Floor, South Building
San Francisco, CA 94103
www.samsara.com

SHIP TO

Hardware and Accessories	Quantity	Net Unit Price	Total Price
		Hardware Due	0

Licenses	Quantity	Monthly Unit Price	Total Monthly Price
		Monthly License Due	0

Bundles	Quantity	Monthly Unit Price	Total Monthly Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	229	$23.00	$5,267.00
		Monthly License Due	$5,267.00

Samsara Inc.
350 Rhode Island Street
4th Floor, South Building
San Francisco, CA 94103
www.samsara.com

Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Comments: Pricing reflects the Sourcewell contract pricing (Sourewell Contract #020221-SAM)

Samsara Inc.
350 Rhode Island Street
4th Floor, South Building
San Francisco, CA 94103
www.samsara.com

License Term

The license term begins on the day your Samsara hardware ships. If you wish to continue using the service when your license term ends, you may renew your license. Samsara hardware requires a valid license to function.

Support and Warranty

Samsara stands behind its Products. The following Hardware come with a five (5) year warranty: VG-series gateways, GW22 gateways, IG-series gateways, CM-series cameras, and HM-series monitors. All other Hardware products come with a one-year warranty, unless otherwise specified on the relevant Samsara data sheet. During the warranty period, Hardware exhibiting material defects will be replaced. Additional support information can be found at www.samsara.com/support.

Terms

Your use and access of the Hardware, Products, Services specified herein are governed by Samsara's terms of service found at https://www.samsara.com/terms-of-service. You agree to be bound by those terms of service unless otherwise agreed to herein or in another agreement. Any terms used but not defined herein, shall have the meanings defined Samsara's terms of service or as otherwise agreed in another agreement.

Samsara Inc.
350 Rhode Island Street
4th Floor, South Building
San Francisco, CA 94103
www.samsara.com

Signature _____

Print Name: _____

Date: _____



Samsara Inc.
350 Rhode Island Street
4th Floor, South Building
San Francisco, CA 94103
www.samsara.com

Legislation Details (With Text)

File #:	22-340	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	6/6/2022			**In control:**	City Council
On agenda:	7/12/2022			**Final action:**	
Title:	Approve a multi-year interlocal agreement between the City of Cocoa and the City of Rockledge for School Crossing Guard services for the school year commencing August 10, 2022 and end May 25, 2023. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Interlocal for Crossing Guard Services.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 6, 2022
Agenda Date: July 12, 2022
Prepared By: Charlene Jenkins-Catechis, Administrative Secretary
Through: Evander Collier, IV, Chief of Police
Requested Action:
Approve a multi-year interlocal agreement between the City of Cocoa and the City of Rockledge for School Crossing Guard services for the school year commencing August 10, 2022 and end May 25, 2023.

BACKGROUND:

Pursuant to Section 163.01, Florida Statutes, Cocoa and Rockledge agree that the safety of the students living in their cities is a matter of great public concern. To that end, the City of Rockledge will perform crossing guard services for students crossing from and to the Cities of Cocoa and Rockledge to attend McNair Middle School and Emma Jewel Charter Academy. In turn, the City of Cocoa will provide the City of Rockledge financial assistance to offset costs associated with said crossing guard services. This agreement was originally initiated in 2006 and it is desired by both parties to renew and continue this service agreement beginning August 10, 2022 and end May 26, 2023, which crosses two fiscal years.

STRATEGIC PLAN CONNECTION:

Public Safety.

BUDGETARY IMPACT:

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

Pending the FY23 Adopted Budget.

Amount Requested	$5,900.00
Account Number	001-2100-521.34-00
Account Name	Contract Services

PREVIOUS ACTION:

Council previously approved a similar agenda item on May 25, 2021, Item 20-350.

RECOMMENDED MOTION:

Approve a multi-year interlocal agreement between the City of Cocoa and the City of Rockledge for School Crossing Guard services for the school year commencing August 10, 2022 and end May 25, 2023.

INTERLOCAL AGREEMENT BETWEEN
THE CITIES OF COCOA AND ROCKLEDGE
CROSSING GUARD SERVICES
(AT INTERSECTION OF FISKE BOULEVARD AND ROSA L. JONES STREET)

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2022, by and between the **CITY OF COCOA**, a Florida municipal corporation located at 65 Stone Street, Cocoa, Florida 32922 (hereinafter "Cocoa") and **CITY OF ROCKLEDGE**, a Florida municipal corporation located at 1600 Huntington Lane, Rockledge, Florida 32955 (hereinafter "Rockledge").

W I T N E S S E T H:

WHEREAS, this Agreement is authorized pursuant to Section 163.01, Florida Statutes; and

WHEREAS, Cocoa and Rockledge agree that the safety of the students living in their cities is a matter of great public concern; and

WHEREAS, Cocoa has traditionally provided for crossing guard services at the intersection of Fiske Boulevard and Rosa L. Jones Street; and

WHEREAS, due to circumstances beyond its control, Cocoa is unable to retain the required personnel to sufficiently staff this crossing guard location; and

WHEREAS, students living in Cocoa and Rockledge attend Ronald McNair Middle School located in Rockledge on Rosa L. Jones Street; and

WHEREAS, in the spirit of intergovernmental cooperation and assistance, Rockledge agrees to provide a state certified school crossing guard at the intersection of Fiske Boulevard and Rosa L. Jones Street for the purpose of providing for student's safe travel to and from Ronald McNair Middle School; and

WHEREAS, Cocoa agrees to provide Rockledge with financial assistance as set forth herein to offset Rockledge's costs; and

WHEREAS, Cocoa and Rockledge deem it necessary for the benefit of the public health, safety and welfare to enter into this Interlocal Agreement.

NOW, THEREFORE, in consideration of the covenants and agreement hereinafter

set forth, to be kept and performed by both parties, Cocoa and Rockledge agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference as a material part of this Agreement.

2. **CONDITIONS PRECEDENT.** All rights, obligations and liabilities of the parties under this Agreement shall be subject to the satisfaction of the following conditions precedent:

   2.1 The complete execution of this Agreement by the parties.

   2.2 The approval of this Agreement by both the City Council of Cocoa and the City Council of Rockledge.

   2.3 The filing of this Agreement with the Clerk of the Circuit Court in and for Brevard County, Florida, pursuant to Section 163.01(11), Florida Statutes.

3. **REPRESENTATIONS OF COCOA.** Cocoa makes the following representations to Rockledge:

   3.1 Cocoa 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 governmental functions and operations set forth in this Agreement.

   3.2 Cocoa has the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution, delivery and performance hereof by Cocoa, (i) has been duly authorized by the City Council of Cocoa; and (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of Cocoa, except as otherwise provided herein.

4. **REPRESENTATIONS OF ROCKLEDGE.** Rockledge makes the following representations to Cocoa:

   4.1 Rockledge is duly organized and in good standing under the laws of the State of Florida, and is duly authorized to carry on the governmental functions and operations set forth in this Agreement.

   4.2 Rockledge has the power, authority, and legal right to enter into and perform

the obligations set forth in this Agreement, and the execution, delivery and performance hereof by Rockledge (i) has been duly authorized by the City Council of Rockledge; and (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of Rockledge, except as otherwise provided herein.

5. **STATUTORY AUTHORITY.** This Agreement shall be considered an Agreement pursuant to Section 163.01, Florida Statutes. A true and correct copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Brevard County, Florida, by Cocoa and Cocoa shall provide Rockledge a recorded copy of the Interlocal Agreement upon receipt from the Clerk of the Circuit Court.

6. **TERM; TERMINATION.** This Agreement shall be for a term of one (1) school year, commencing on the first day of the school year and terminating on the last day of the school year. This Agreement shall be renewable annually by mutual written consent of Cocoa and Rockledge. Notwithstanding, either party may terminate this Agreement with thirty (30) days written notice to the other party.

7. **DUTIES AND OBLIGATIONS OF ROCKLEDGE.**

7.1 Rockledge agrees to provide school crossing guard services at the intersection of Fiske Boulevard and Rosa L. Jones Street for the purpose of accommodating the safe travel of students traveling to and from Ronald McNair Middle School located within Rockledge on Rosa L. Jones Street.

7.2 Rockledge agrees to provide a state-certified school crossing guard and any equipment necessary for the crossing guard to carry out his or her official duties.

7.3 Rockledge shall deliver to Cocoa an itemized invoice of fees and costs incurred for any crossing guard services provided pursuant to this Agreement.

8. **DUTIES AND OBLIGATIONS OF COCOA.**

8.1 Cocoa agrees to compensate Rockledge to offset the costs directly related to Rockledge providing crossing guard services pursuant to this Agreement. Such compensation shall not exceed Thirty Dollars ($30.00) per day such crossing guard services are provided or Five Thousand Nine Hundred Dollars ($5,900.00) per school year.

8.2 Cocoa shall make payment of any moneys due by it directly to Rockledge. Cocoa shall remit payment to Rockledge no later than thirty (30) business days after receipt of an invoice.

9. **MISCELLANEOUS TERMS AND CONDITIONS.**

9.1 Notices. All notices and correspondence shall be (i) hand delivered (with signed acknowledgment of receipt or affidavit of delivery), (ii) delivered by registered or certified mail, return receipt requested, or (iii) delivered by overnight carrier with signed acknowledgment of receipt. All such notices and correspondence shall be sent to the respective parties, with copies forwarded to their agents or attorneys, at the addresses set forth below or at such other addresses as the parties hereto shall designate to each other in writing.

(a) if to Cocoa:

City of Cocoa
City Manager
65 Stone Street
Cocoa, FL 32922-1750
Telephone: (321) 433-8680
Facsimile: (321) 433-8690

(b) if to Rockledge:

City of Rockledge
City Manager
1600 Huntington Lane
Rockledge, FL 32955-2660
Telephone: (321) 221-7540
Facsimile: (321) 204-6356

Any notice or demand so given, delivered or made by United States Mail, shall be deemed so given, delivered, or made three (3) days after the same is deposited in the United States mail, registered or certified, return receipt requested, addressed as above provided, with postage thereon prepaid. Any such notice, demand or document hand delivered or made by overnight carrier shall be deemed to be given, delivered or made upon delivery (or attempted delivery, if delivery is not accepted) of the same at the address where the same is to be given, delivered, or made.

9.2 Time. Time is of the essence of this Agreement and every term and provision of this Agreement.

9.3 Severability. It is further understood and agreed that in the event any provision of this Agreement shall be adjudged, decreed, held, or ruled to be invalid, such provision or a portion thereof shall be deemed severable, and it shall not invalidate or impair the Agreement as a whole or any other provision of the Agreement.

9.4 Non-waiver. No covenant, term, condition (or breach thereof), shall be deemed waived, except by written consent of the party against whom the waiver is claimed. A waiver of any covenant, term, or condition (or breach thereof), shall not be deemed to be a waiver of any other covenant, term or condition (or breach thereof).

9.5 Captions. Captions and headings in this Agreement are for convenience only and shall not be relied upon in construing the meaning of this Agreement or any of its provisions.

9.6 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 disputes or actions which arise out of or are based upon this Agreement, and in Orlando, Florida, for all federal disputes or actions which arise out of or are based upon this Agreement.

9.7 Integration. The drafting, execution, and delivery of this Agreement by the parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. The parties agree that they have both contributed equally to the drafting of this Agreement and this Agreement shall not be construed more favorably against the other in the event of any conflict with regards to the terms and conditions used herein.

9.8 Attorney's Fees. In the event that any party brings suit to enforce any of the provisions of this Agreement, each party agrees to bear its own costs and expenses of such action including, but not limited to, reasonable attorneys' fees, whether at settlement, trial, post judgment, or an appeal.

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

9.10 Liability. Each party to this Agreement shall be responsible for its own actions and omissions, and the actions and omissions of its personnel, in performing its obligations pursuant to the terms and conditions of this Agreement.

9.11 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of Cocoa's or Rockledge's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on either party's potential liability under state or federal law. As such, Cocoa and Rockledge shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, Cocoa and Rockledge 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.

9.12 Assignment Prohibited; Third Parties. Unless otherwise agreed in writing by Cocoa and Rockledge, this Agreement shall not be assigned in whole or in part. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Cocoa and Rockledge, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Cocoa and Rockledge and not for the benefit of any other party.

9.13 General Liability and Other Insurance. Cocoa and Rockledge shall each maintain in force, at all times during the term of this Agreement, a general liability insurance policy.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year first above written.

CITY OF COCOA, FLORIDA

By: _____
MICHAEL C. BLAKE
Mayor

ATTEST:

By: _____
CARIE SHEALY
City Clerk

CITY OF ROCKLEDGE, FLORIDA

By: _____
THOMAS J. PRICE
Mayor

ATTEST:

By: _____
Jennifer LeVasseur
Public Relations Officer/City Clerk

Legislation Details (With Text)

File #:	22-385	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	6/28/2022		**In control:**	City Council	
On agenda:	7/12/2022		**Final action:**		
Title:	To consider approval of a multi-year contract between the School Board of Brevard County and the City of Cocoa for the renewal of up to four (4) school resource officers for the school year 2022-2023, beginning July 1, 2022 and ending June 30, 2023 and authorize the City Manager and City Attorney to finalize and execute the contract with the School Board. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY2022-2023 SRO MOU.pdf SRO Revenue Backup (6-28-22).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 28, 2022
Agenda Date: July 12, 2022
Prepared By: Charlene Jenkins-Catechis, Administrative Secretary
Through: Evander Collier, IV, Chief of Police
Requested Action:
To consider approval of a multi-year contract between the School Board of Brevard County and the City of Cocoa for the renewal of up to four (4) school resource officers for the school year 2022-2023, beginning July 1, 2022 and ending June 30, 2023 and authorize the City Manager and City Attorney to finalize and execute the contract with the School Board.

BACKGROUND:

The School Board of Brevard County and Cocoa Police Department desire the renewal of the agreement to provide School Resource Officers for Cocoa High School, Cambridge Elementary and Endeavour Elementary for the 2022-2023 school years. During the 2018 legislative session the Marjory Stoneman Douglas High School Safety Act was signed into law and requires a number of school safety initiatives. Of the more pressing initiatives is for assignment of one or more safe-school officers at each school facility.

Staff is requesting Council's approval of this multi-year contract for the FY22/FY23 budget years, pending final approval of the City of Cocoa's budget and the Brevard County School Board's budget. Brevard County School Board is requesting that there be two (2) signed originals. Once two (2) fully executed contracts are complete, one (1) original will be sent to our agency.

STRATEGIC PLAN CONNECTION:

Public Safety

BUDGETARY IMPACT:

Budgeted Yes
If not budgeted, is amendment/transfer attached? Choose an item.
Reimbursement from Brevard County Schools will be on a budgeted 190 school day basis with the City of Cocoa placing one officer at Cocoa High School, one officer at Cambridge Elementary and one officer at Endeavour Elementary beginning July 1, 2022 and ending June 30, 2023. During this time the Brevard County School Board will reimburse the City of Cocoa $195,000.00 for School Resource Officer services.

Approximate Salary & Benefits for Three (3) SRO = $240,536.96
Revenue Contract Amount = $195,000.00 or $65,000.00 per SRO
This is a Multi-Year Contract

FY2022 - 3 months (July 1, 2022 - September 30, 2022)

Salaries & Wages	001-2100-521.12-00	$40,476.00
FICA	001-2100-521.21-00	$ 3,428.00
Retirement	001-2100-521.22-00	$5,825.00
Group Life	001-2100-521.23-00	$ 140.27
Medical	001-2100-521.23-04	$ 5,216.00
Dental	001-2100-521.23-07	$ 168.00
Vision	001-2100-521.23-08	$ 34.00
Long Term Disability	001-2100-521.23-09	$ 141.44
Worker's Comp	001-2100-521.24-00	$ 1,361.00
Benefit Offset	001-2100-521.27-00	$ 1,800.00

FY2022 Total $58,589.71

FY2022 - 9 months (October 1, 2022 - June 30, 2023)
Pending City Council Approval of the FY23 Budget

Salaries & Wages	001-2100-521.12-00	$125,073.00
FICA	001-2100-521.21-00	$ 10,594.00
Retirement	001-2100-521.22-00	$ 17,998.00
Group Life	001-2100-521.23-00	$ 434.00
Medical	001-2100-521.23-04	$ 17,122.00
Dental	001-2100-521.23-07	$ 554.00
Vision	001-2100-521.23-08	$ 132.00
Long Term Disability	001-2100-521.23-09	$ 437.00
Worker's Comp	001-2100-521.24-00	$ 4,203.00
Benefit Offset	001-2100-521.27-00	$ 5,400.00

FY2023 Total $181,947.00

TOTAL COST FOR MULTI YEAR CONTRACT FOR THREE (3) RESOURCE OFFICERS:
$240,536.96, of which $195,000.00 is reimbursable from the Brevard County School Board.

PREVIOUS ACTION:

Enter text here

RECOMMENDED MOTION:
To consider approval of a multi-year contract between the School Board of Brevard County and the City of Cocoa for the renewal of up to four (4) school resource officers for the school year 2022-2023, beginning July 1, 2022 and ending June 30, 2023 and authorize the City Manager and City Attorney to finalize and execute the contract with the School Board.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU"), is entered into and made effective this 1st day of July, 2022, irrespective of when signed, by and between **THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA,** hereinafter called the "**BOARD**," and the **CITY OF COCOA, FLORIDA**, hereinafter called the "**CITY,**" each individually a "Party," collectively "Parties."

WITNESSETH:

WHEREAS, the BOARD and the CITY desire to assign School Resource Officers ("SROs") to school campus(es) within the CITY for a period of not more than 190 days during the school year; and

WHEREAS, in accordance with the Marjory Stoneman Douglas High School Public Safety Act, the BOARD and the CITY believe that this partnership will improve communication among local law enforcement entities, the Florida Department of Juvenile Justice, the Florida Department of Children and Families, the Florida Department of Law Enforcement, community behavioral health providers, and the Brevard Public School District, to increase school and district security efforts and services, provide prevention/intervention strategies, and provide/expand opportunities for safety and security training and awareness for the BOARD's staff members, as well as the faculty and students attending the schools under the jurisdiction of the BOARD and the parents of such students;

NOW, THEREFORE, in consideration of the covenants and promises made below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated into this MOU.

2. This MOU shall be effective commencing July 1, 2022, and terminate on June 30, 2023, unless otherwise terminated earlier as provided herein. After the expiration of the term ending on June 30, 2023, this Agreement may be renewed by the Parties for successive one-year periods (commencing on July 1st and ending on June 30th of each successive year) upon the written agreement of the Parties. Thus, the Agreement will not automatically renew and any renewal can only occur upon the written agreement of the Parties.

Either Party may terminate this MOU upon thirty (30) days' written notice to the other Party. Any termination of this MOU that results in overpayment to the CITY will result in the return of funds to the BOARD equal to the proportionate amount of time remaining in the MOU.

3. The CITY shall assign up to four (4) SRO(s), each a sworn law enforcement officer(s), to work at least a total of One Hundred Ninety (190) days, concurrent to the School Board of Brevard County's teacher work calendar and inclusive of student attendance days. Each SRO shall be assigned to designated Brevard Public School campuses to provide security, preparation drills, safety training, and safety awareness related programs to the respective school campus, students, employees, volunteers, and visitors of the Brevard Public School District. The CITY will provide a minimum of three (3) SRO(s) for the start of the 2022-23 school year. Assignments of SRO(s) to school campuses shall be coordinated with ***Major Brian Neal,*** *Director of District and School Security at 2700 Judge Fran Jamieson Way, Viera, FL 32940.* Assignments will be made to support the following schools: Cocoa High, Endeavour Elementary, Cambridge Elementary, and Clearlake Education Center.

4. **Consideration Clause FY 2022-2023:** With respect to the term commencing on July 1, 2022, and terminating on June 30, 2023, the BOARD agrees to reimburse the CITY a flat-fee of Sixty-Five Thousand and 00/100 Dollars ($65,000.00) per SRO for law enforcement services, which includes a portion of the salary, benefits, and associated costs of the CITY as agreed upon for up to the assigned three (3) SRO(s), for a total not to exceed amount of One Hundred Ninety-Five Thousand and 00/100 Dollars ($195,000.00). If additional SROs become available to be assigned, beyond the initial three (3) (and up to four (4)), and adequate funding is available to the BOARD, the BOARD will reimburse the CITY prorated amount based upon the flat-fee of Sixty-Five Thousand and 00/100 ($65,000.00) and the number of school days remaining in the school year per SRO. In the event the CITY is unable to assign an SRO officer to fill any of the four SRO positions under this Agreement due to the resignation, dismissal, reassignment, or long term absence of an assigned SRO officer in excess of five days (not including approved sick, vacation or training time), or because the CITY does not have a qualified officer to serve in an SRO position, payment will only be made for the unfilled SRO position on a prorated basis based on the number of days

remaining in a school year once the SRO is assigned to a school (or based on days SRO services are provided).

5. **FY 2022-2023:** The CITY shall be responsible for making salary payments and providing benefits to the SRO(s). The BOARD shall reimburse the CITY in four (4) equivalent installments calculated to include the following: the quarterly cost of each assigned SRO contemplated in Paragraph 3 and 4 above due on or before August 1, 2022 (covering the period beginning July 1, 2022, through September 30, 2022); November 1, 2022 (covering the period beginning October 1, 2022, through December 31, 2022); February 1, 2023 (covering the period beginning January 1, 2023, through March 31, 2023); and April 1, 2023 (covering the period beginning April 1, 2023, through June 30, 2023). *All invoices should be submitted to **Major Brian Neal,** Director of District and School Security at 2700 Judge Fran Jamieson Way, Viera, FL 32940.*
6. The CITY shall provide the law enforcement equipment and training related to the services provided by the SRO(s).

7. The Parties understand and agree that the SRO(s), in rendering services provided for by this MOU, is/are doing so as an employee of the CITY and not as an officer, agent, or employee of the BOARD.

8. BOARD members or any employee under the jurisdiction of the BOARD shall not conduct an internal or administrative investigation or inquiry of alleged improper conduct on the part of any employee of the CITY. All concerns or allegations of improper conduct shall be forwarded immediately upon receipt by the Superintendent or designee to the Chief of Police or designee.

9. The SRO(s) shall comply with the provisions specified in Section 1006.12, Florida Statutes (the School Resource Officer Program).

10. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO(s) may be assigned other law enforcement duties by the Chief of Police. At the request of the Board and with the approval of the Chief of Police or designee, the Chief of Police may provide SROs for school activities after the conclusion of the regular school year until the beginning of the next school year as safe-school security services for summer school activities. These services do not financially impact this MOU or the agreed upon financial consideration.

11. During critical incidents, such as, but not limited to, natural disasters or declared emergencies by the federal government, Governor of Florida, Brevard County Commission, Brevard County Emergency Operations Center Policy Group, or CITY, the Parties shall discuss the specific role and activities of the SROs to accomplish the needs of the BOARD and the CITY throughout the time period of the critical incident, but at no time can either Party fail to fulfill the respective obligations by each Party as contained in this MOU, and Exhibit I and Exhibit II, to include funding, without mutually agreed written agreement. However, if the CITY is unable due to the nature of the critical incident, not due to any action or directive from the BOARD or employees, representatives or agents of the BOARD, to provide the services for which the CITY is obligated to provide pursuant to this MOU, the BOARD shall not be obligated to pay for services that are not being rendered or offered to be rendered by the CITY.

12. At all material times, the SRO(s) shall wear the CITY's Police Department uniform or other attire as authorized by the Chief of Police.

13. The Parties agree that each Party shall be responsible for any economic damages that result from the negligence or intentional acts of such Party or such Party's employees, officers, agents, or attorneys.

14. The BOARD and CITY acknowledge that each entity is an agency or subdivision of the State of Florida. To the extent permitted in Section 768.28(19), Florida Statutes, each Party shall indemnify, defend, and hold harmless, and free from the liability, the other Party, its officers, agents, or employees while acting as such from all damages, costs, and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the services contemplated hereunder except to the extent caused by the sole negligence of a Party.

15. The provisions of this MOU are in no event intended to constitute a waiver of, or in any way affect or impinge, the rights, privileges and immunities of any Party provided or arising pursuant to the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any corresponding provisions of law.

16. The CITY agrees to the goals and guidelines stipulated in the attached Exhibits I and II, which are incorporated by reference herein and made a part hereof.

17. This MOU and respective Exhibits I and II, constitute the entire agreement between the Parties and contains all of the agreements described herein between the Parties with respect to the subject matter contained herein. This MOU supersedes all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this MOU and respective Exhibits I and II.

18. No provision of this MOU may be changed or modified except by written agreement signed by the Parties.

19. This MOU is for the benefit of BOARD and the CITY. No other person is intended to be a beneficiary under this MOU. No employee of the CITY shall derive any property right in his/her employment not otherwise enjoyed by such employee, by virtue of this MOU. Furthermore, neither the CITY nor the BOARD assumes any duties to any individual, including foreseeable victims of crime, not otherwise imposed by common law, by virtue of the execution of this MOU.

20. The Parties acknowledge that, by the signing of this MOU, they have the right, power, legal capacity, and authority to enter into, and perform their respective obligations under this MOU, and no approvals or consents of any persons other than the Parties are necessary in connection with this MOU.

21. The Parties shall not assign nor transfer their respective obligations under this MOU, but this MOU shall continue in full force and effect notwithstanding the election or appointment of a Chief of Police who succeeds the CITY in office. This MOU shall be binding on the Parties' respective successors.

22. Notwithstanding any provisions in this MOU to the contrary, if the BOARD does not provide funding to the CITY to provide services pursuant to this MOU or any appendix contained or referenced, the CITY may terminate this MOU without incurring any further liability or obligations to the BOARD.

23. The BOARD has designated the Major and the CITY has designated the Chief of Police for the purpose of implementing the terms of this MOU.

24. To the extent that any provision of this MOU shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this MOU, and the validity and enforceability of the remainder of such provision, if any, and of this MOU shall be unaffected.

25. This MOU shall be subject to and governed by the laws of the State of Florida, without regard to that state's conflict of laws principles. Venue for any action to interpret or enforce this MOU or that otherwise arises out of this MOU, shall lie exclusively in the appropriate state court in and for Brevard County, Florida.

26. This MOU may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

27. The Parties acknowledge that many of their communications and documentation pertaining to this MOU may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section 119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this MOU, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems / features, personnel schedules, duties, assignments, security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.

28. **IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 AND 281, FLORIDA STATUTES, TO THE BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THE BOARD SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS (CURRENTLY Carie Shealy, City Clerk) AT 321- 433-8484 OR AT EMAIL: cshealy@cocoafl.org OR AT ADDRESS: 65 Stone Street, Cocoa, FL 32922, ATTENTION: RECORDS).**

29. **IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 AND 281, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THE CITY SHALL CONTACT THE BOARD'S CUSTODIAN**

OF PUBLIC RECORDS AT 321-633-1000, EXT. 11453, OR AT SCHOOL BOARD OF BREVARD COUNTY, ATTENTION: RECORDS, 2700 JUDGE FRAN JAMIESON WAY, VIERA, FLORIDA 32940.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the authorized representatives of the each of the Parties hereto sign this MOU below on the date specified below, but in all events effective July 1, 2022.

CITY OF COCOA, FLORIDA

BY _____
Stockton Whitten, City Manager

Dated: _____, 2022

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

BY _____
Misty Belford, Chairperson

Dated: 6/14, 2022

BY _____
Mark W. Mullins, Ed.D.
Superintendent

Dated: 6/14/22, 2022

Approved as to form:

_____

Dated: _____, 2022

Approved as to form:

_____
Paul Gibbs, General Counsel
School Board of Brevard County, Florida

Dated: June 21, 2022

Attachments: Exhibit I
Exhibit II

Exhibit I

SCHOOL RESOURCE OFFICER PROGRAM GOALS

1. To enhance student safety and improve the security of school campuses;

2. To develop and promote positive relationships between students and law enforcement officers;

3. To foster a better understanding of law enforcement officers in the community;

4. To develop positive concepts of law enforcement;

5. To identify and prevent delinquent behavior through counseling and referral;

6. To provide assistance and support for victims of crime identified within the school setting, including abused children;

7. To develop a better appreciation of citizenship, citizens' rights, obligations, and responsibilities;

8. To provide information about crime prevention;

9. To enhance knowledge of the fundamental concepts and structure of the law;

10. To provide materials and consultative assistance to teachers and parents on various law education topics.

Exhibit II

SCHOOL RESOURCE OFFICER PROGRAM GUIDELINES

1. The School Resource Officer (SRO) is a CITY police officer and shall remain exclusively an employee of the CITY and responsible to the police department chain of command.

2. Prior to the first day of school, the SRO will present to the Principal a written plan of action for the school year. The plan should include the SRO's work and activities schedule, and if appropriate, his/her work schedule and duties for District pre-planning and post-planning activities. This plan should also include an outline of classroom presentations that may be conducted by the SRO, as well as the number of instructional hours that the SRO may provide.

3. Not less than one (1) time per semester, the SRO and Principal will meet to review the SRO's plan of action and verbally discuss the SRO's progress. As necessary, additional meetings may be requested by either the Principal or the SRO to review the progress of the plan of action.

4. The SRO may be asked to provide supplemental instruction at the discretion of the Principal, as qualified. The Attorney General's (SRO Basic and Advanced Training) philosophy with regard to in-class SRO presentations will be used as a guide.

5. The SRO will engage with students in the following ways: before school during student arrival, between class breaks and during lunch periods, and after school during student dismissal.

6. The SRO shall report to his/her assigned school Principal daily. The SRO shall be assigned specifically to the school during all regular school days. If the SRO is called away from the school for a portion of the school day, the SRO shall notify the Principal and Cocoa Police Department supervision. The Cocoa Police Department, in conjunction with the BPS Office of District and School Security, will work to ensure appropriate coverage at the school is provided.

7. If the SRO witnesses inappropriate or unacceptable activity on campus, he/she shall report the incident to the school administration and, as appropriate, take law enforcement action. Both police department and school administrative procedures shall be followed. In the event of a policy conflict, police department policy and procedure shall prevail. The SRO shall avoid making arrests on school grounds except under exigent circumstances. If arrest is necessary, the SRO will be called to execute proper law enforcement procedure. If at all possible, the SRO should coordinate arrest and other operational strategies with the Principal.

8. Should it become necessary for the SRO to conduct a formal law enforcement interview with a student, the interview should be coordinated with the Principal, parents shall be notified by school staff, and police department policy will be followed.

9. The SRO is encouraged to attend parent, faculty, and staff meetings, as a part of the school administrative team, and to develop support and cultivate an understanding of the SRO program.

10. After consultation and approval of the Chief of Police or his/her designee, the Principal may request an SRO adjust his/her schedule and, as appropriate, may assign the SRO to duties after regular school hours, such as sponsoring extracurricular events, chaperoning field trips, or other after school activities. Any such request shall not conflict with police department policy, the officer's collective bargaining agreement, or result in overtime expenses to either the police department or the District. These after-school activities will be under the supervision of school personnel. The District will not compensate the SRO in an overtime capacity. (This does not include activities such as football games, basketball games, and school dances for which a separate contract of service is required).

11. All overtime shall be approved in advance by the SRO's law enforcement supervisor. Overtime expenses shall be borne by the CITY and not the District.

12. As determined by the police department, the SRO shall submit activity reports to be reviewed by the Principal and the Director of District and School Security.

13. The SRO has the authority to request a review of contract provisions after reasonable review and conferencing between the SRO and the Principal has occurred. The following procedures should be followed:

    A. The SRO will request that a review of the contract provisions be completed stating the reasons for the request in writing. The request will be directed to the SRO's law enforcement supervisor, with a copy being provided to the Principal. A copy of that request must also be provided to the Chief of Police or his/her designee and the Director of the Office of District and School Security.

    B. Within a reasonable period of time after receiving the request for review from the SRO, the Director of the Office of District and School Security will meet with the Chief of Police, or his/her designee, to mediate or resolve any contract provision concerns that may exist between the SRO and the staff at his/her assigned school.

        1. With the approval of the Chief of Police or his/her designee, and the Director of the Office of District and School Security, the SRO, and specified members of the school staff, may be required to be present at a mediation meeting.

        2. If, within a reasonable amount of time after commencement of mediation, the contract provision concerns cannot be resolved or mediated, in the opinion of both the Chief of Police, and the Director of the Office of District and School Security, or designees thereof, a reasonable alternative action will be identified and agreed upon in writing.

14. If, in the opinion of the Principal, the SRO is no longer effective in his or her role as an SRO, the Principal may request the reassignment of the SRO from his/her duties at school. In such cases, the following procedure should be followed:

    A. The Principal will meet with the SRO, and the SRO's law enforcement supervisor and express the concerns and needs of the school. The Principal will work collaboratively with the SRO and SRO's law enforcement supervisor to clearly identify in writing their expectations, as well as the SRO's agreed upon school related duties

and responsibilities. As appropriate, the SRO's law enforcement supervisor may implement a written action plan.

B. If, after reasonable review and discussion between the SRO, the SRO law enforcement supervisor and the Principal has occurred, in the opinion of the Principal the SRO's effectiveness remains questionable, the Principal may request the SRO be reassigned from their position at their assigned school.

C. The Principal shall contact the Director of District and School Security and request that the SRO be removed from the program at his/her school.

15. School Board employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO. The Principal or any other BOARD employee shall report all allegations of improper conduct to either the SRO's law enforcement supervisor or to the police department Internal Affairs function.

16. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO shall be assigned other duties by the Chief of Police.

FY 2022 - 3 months (July 1, 2022 - September 30, 2022)
3 Officers

Description	Account	Amount
Salaries & Wages	001-2100-521.12-00	40,476.00
FICA	001-2100-521.21-00	3,428.00
Retirement	001-2100-521.22-00	5,825.00
Group Life	001-2100-521.23-00	140.27
Medical	001-2100-521.23-04	5,216.00
Dental	001-2100-521.23-07	168.00
Vision	001-2100-521.23-08	34.00
Long Term Disability	001-2100-521.23-09	141.44
Worker's Comp	001-2100-521.24-00	1,361.00
Benefit Offset	001-2100-521.27-00	1,800.00
Total		**58,589.71**

FY 2023- 9 months (October 1, 2022 - June 30, 2023)
3 Officers

Description	Account	Amount
Salaries & Wages	001-2100-521.12-00	125,073
FICA	001-2100-521.21-00	10,594
Retirement	001-2100-521.22-00	17,998
Group Life	001-2100-521.23-00	434
Medical	001-2100-521.23-04	17,122
Dental	001-2100-521.23-07	554
Vision	001-2100-521.23-08	132
Long Term Disability	001-2100-521.23-09	437
Worker's Comp	001-2100-521.24-00	4,203
Benefit Offset	001-2100-521.27-00	5,400
Total		**181,947**

Grand Total	**240,536.96**

Legislation Details (With Text)

File #:	22-376	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Public Hearing
File created:	6/24/2022			**In control:**	City Council
On agenda:	7/12/2022			**Final action:**	
Title:	Conduct final Public Hearing to approve the City of Cocoa's FY 2022/2027 Consolidated Plan and the FY 2022/2023 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A Cocoa FY 22-27 Consolidated Plan FY 22-23 Action Plan ADA.pdf Exhibit B FINAL STATEMENT OF CDBG PROJECTS FOR FY 2022-2023.pdf Exhibit C Florida Today Ad.pdf Exhibit D City Clerks's Journal Page 3.pdf Exhibit E City of Cocoa Map & 2020 Census Tracts.pdf Exhibit F CRA Map 2022.pdf Exhibit G Certifications.pdf Exhibit H Public Comments for 2022.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 24, 2022
Agenda Date: July 12, 2022
Prepared By: Ibis S. Berardi, Housing Program Manager
Through: Charlene Neuterman, Community Services Director
Requested Action:
Conduct final Public Hearing to approve the City of Cocoa's FY 2022/2027 Consolidated Plan and the FY 2022/2023 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements.

BACKGROUND:

The City of Cocoa anticipates receiving $155,644 in Community Development Block Grant (CDBG) funds and $84,977.14 in HOME grant funds for Fiscal Year 2022/2023 from the U.S. Department of Housing and Urban Development (HUD). The City receives HOME funds from HUD as part of the Brevard County HOME Consortium, which is composed of the cities of Cocoa, Melbourne, Palm Bay, Titusville, and Brevard County.

The overall purpose of the CDBG Program is the development of viable urban communities by providing quality housing, a suitable living environment and expanding economic opportunities principally for persons of low- and moderate income. Eligible activities include public services, public facilities and improvements, housing, code enforcement, clearance and demolition, economic development, acquisition, and disposition. At least 70% of all CDBG funds must be expended on program activities benefiting low- and moderate-income persons. HOME Program funds can only be used for housing activities benefiting low- and moderate-income persons.

Based on priorities and goals identified in the FY 2022/2027 Consolidated Plan, the City of Cocoa developed a one-year Action Plan, which identifies community development projects that shall be undertaken between October 1, 2022 and September 30, 2023.

As required by HUD and the City's Citizen Participation Plan, an ad was placed in the Florida Today newspaper summarizing the proposed projects and a 30-day public comment period. The 30-day public comment period began February 17, 2022 and ended on March 22, 2022. All comments received during the comment period were noted in the document.

Projects were advertised with funding amounts of $175,249 for CDBG and $81,562.93 for HOME in accordance to Council's approved recommendations on March 22, 2022.

On June 2, 2022 HUD provided a notice of the allocation amount of $155,644.
The 30-day public comment period began June 9, 2022 and ended on July 12, 2022. All comments received will be added to the final Consolidated Plan document.

PROPOSED FINAL STATEMENT OF CDBG PROJECTS FOR FY 2022/2023

PUBLIC SERVICES:	
Community Services Council (*meals on wheels & seniors at lunch)*	$ 10,505.97
Central Brevard Sharing Center (*community kitchen)*	$ 6,548.72
Salvation Army (*meals in domestic violence shelter)*	$ 6,291.91
CDBG OTHER AND PUBLIC FACILITIES IMPROVEMENTS:	
Repayment of Section 108 Loan Guarantee	$101,168.60
ADMINISTRATION:	
CDBG Administration and Operational funds	$ 30,128.80
Fair Housing Education & Outreach	$ 1,000.00
TOTAL CDBG FUNDS:	**$155,644**

PROPOSED FINAL STATEMENT OF HOME PROJECTS FOR FY 2022/2023

Housing: CHDO	$12,746.57
HOME: Housing Activity	$63,732.86
HOME Administration and Operational funds	$ 6,313.80
HOME Administration County	$ 2,183.91
TOTAL HOME FUNDS:	**$84,977.14**

Staff is requesting Council hold the second and final public hearing on the proposed FY2022/2023 Action Plan; approve the plan for submission to HUD; and authorize the Mayor to sign all subsequent

certifications and agreements.

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City's Core) - Improve the quality of life for its residents, especially those underserved and disadvantaged.

BUDGETARY IMPACT:

None, these funds will be budgeted in the FY2022/2023 budget.

PREVIOUS ACTION:

Public Hearing on March 22, 2022 to obtain the views of citizens on housing and community development needs; Council approved recommendations on FY 2022/2023 CDBG and HOME Program funding; and approved notice to solicit public comment and notice of final Public Hearing.

RECOMMENDED MOTION:

Conduct final Public Hearing to approve the City of Cocoa's FY 2022/2027 Consolidated Plan and the FY 2022/2023 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements.

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FY 2022/2027 CONSOLIDATED PLAN
&
FY 2022/2023 ACTION PLAN



Community Development Block Grant

Dr. Joe Lee Smith Center

Prepared by the:
City of Cocoa,
Community Services Department,
65 Stone Street. Cocoa, Florida 32922
Phone: (321) 433-852

Draft is subject to change within the 30-day comment period.

Executive Summary

ES-05 Executive Summary – 24 CFR 91.200(c), 91.220(b)

1. Introduction

The U.S. Department of Housing & Urban Development (HUD) outlines the Consolidated Plan requirements each state and local jurisdiction which receives federal funding must comply with in order to continue to receive government allocations. A consolidated planning document allows jurisdictions to develop strategies for a five (5) year period, using combined funding sources, to address housing and community needs. The overall goals of the Plan are to: develop viable urban communities by providing decent, safe and sanitary affordable housing; create suitable living environments; and expand economic opportunities for low-and-moderate income individuals and families.

The plan encourages jurisdictions to expand and strengthen local partnerships with for-profit and non-profit organizations, local citizen groups, private sector businesses and government agencies. This requires a planning process that generates citizen involvement by allowing the community to work together to share resources and plan cooperatively to advance community goals more effectively. The Plan provides a comprehensive vision for the community as a whole addressing such issues as affordable housing, adequate infrastructure, fair housing, economic development and human development.

Cocoa is a direct entitlement community for CDBG funds. However, this is not the case with the HOME funds. The City of Cocoa, in partnership with Brevard County and the cities of Melbourne, Palm Bay, and Titusville receives HOME funds through a consortium. The Brevard County HOME Consortium (Consortium) brings together the cities and the unincorporated areas of the County.

The County is designated as the lead agency. Since Cocoa is part of the Consortium, the HOME portion of the Consolidated Plan, including strategies for HOME funding, must be submitted to HUD in a combined manner to incorporate all funding strategies into one document that will represent the entire County. For this purpose, Cocoa will submit to the County, local housing and community development needs.

The Plan is developed and submitted using an online tool that is part of HUD's Integrated Disbursement and Information System or IDIS. The format of the Plan and the subject areas to be covered are established by HUD. The Plan also includes mandatory tables, many of which are pre-populated with data supplied by HUD. In some instances, the City of Cocoa has replaced these numbers with alternative data, and supplemented the HUD-supplied data with other local statistics. These instances are noted and sources cited where applicable.

The Plan structure in IDIS sets the "value list" for the projected outcomes that goals under the City must address. The City reports yearly on progress in achieving these outcomes in its online Consolidated Annual Performance and Evaluation Report (CAPER). HUD's intention is to integrate all of the key

planning, project funding, fiscal draws, and performance reporting requirements of the grants management cycle into IDIS.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

Specific objectives identified in the Consolidated Plan includes the areas of housing, homelessness, special needs, and non-housing community development needs such as:

Housing: Preserving existing affordable housing; producing new affordable homes in special areas; mixed-income rental units city-wide; rehabilitation of rental units serving veterans or special needs; providing home ownership opportunities for those wishing to own their own home; providing services to educate home buyers regarding the mortgage process; enabling homeowners through education and counseling to retain their home; and demolishing homes that are substandard and unfit for human habitation.

Homeless: Providing transitional housing to address the increasing population impacted by current real estate market conditions and labor force reductions; establishing facilities for substance abusers, mentally ill, dually diagnosed, and support case management services for ex-offenders; support activities to fill gaps in Brevard County's Continuum of Care and to respond to urgent community needs; support increased permanent supportive housing and transitional beds for persons with special needs to include housing for unaccompanied homeless youth and homeless veterans.

Special Needs: Objectives are to provide facilities to temporarily house chemically dependent or dually diagnosed individuals; support services to youth; support provision of additional independent living facilities with supportive services for the developmentally disabled, mentally ill, physically disabled, and persons with AIDS (including rental assistance for persons with AIDS); rehabilitate facilities providing supportive housing and provide services to enable the elderly to remain in their homes.

Non-Housing Community Development Needs: Design and construct comprehensive infrastructure and streetscape improvements, enhance safety and sustainability, support neighborhood-based organizations in sponsoring clean-up campaigns, signage, etc. and provide other technical assistance as needed. Support the design and construction of neighborhood parks and community centers in the target areas.

3. Evaluation of past performance

During 2016-2021, the period covered by the previous 5-year Plan, major accomplishments were:

- Eleven (11) families were provided homeownership assistance with HOME funds.
- Three (3) families received housing repair assistance with CDBG funds.

- The City continued its partnership with Habitat for Humanity to build four (4) affordable housing.
- 5 vacant and abandoned structures were demolished with CDBG funds.
- 493 Victims of Domestic Violence were assisted with CDBG funds.
- 6,290 individuals/or families that are homeless or are at risk of homelessness were provided meals with CDBG funds.
- 610 elderly individuals were provided meals with CDBG funds.
- 23 families were provided with comprehensive child care services with CDBG funds.
- Dr. Joe Lee Smith Center Constructed with Park improvements was completed within the Diamond Square RDA (Census Tract 626) with CDBG funds.
- 87 handicap units were provided with ADA home modifications with CDBG funds.

Additionally, the City of Cocoa received CDBG-Coronavirus (CDBG-CV) funding from the CARES Act of FY 2019. Accomplishments with CDBG-CV were-

- 22 elderly individuals were provided meals.
- 500 individuals/or families that are homeless or are at risk of homelessness were provided meals.
- 32 Victims of Domestic Violence were assisted.

4. Summary of citizen participation process and consultation process

The City of Cocoa's 2022 Planning and Priorities Document was developed during the process used for the FY 2022-2027 Consolidated Plan by the HOME Consortium since both were developed concurrently.

An extensive community outreach program was conducted in the development of this Consolidated Plan to ensure the plan responds to community needs. The outreach effort included:

- A Housing and Community Development Needs Survey was developed and distributed to over 6,500 residents in low-income neighborhoods in Brevard County for input regarding community needs.
- A Social Service Provider Survey was developed and distributed to providers to help determine the capacity and gap of services being provided throughout Brevard County, including Cocoa.
- The City conducted two (2) public meetings and received input from those that attended who live in Cocoa by providing a survey form to fill out.
- The City conducted a virtual public meeting with Community Stakeholders and received input from those that attended who provide services to Cocoa citizens.
- The City distributed surveys to agencies that assist low-income Cocoa citizens.
- A survey was available at City Hall for Cocoa citizens to fill out.
- A survey was posted on the City's website for Cocoa citizens to fill out.

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The FY 2022-2027 Consolidated Plan was distributed at the Brevard County libraries, Cocoa West Community Center, Cuyler Park Community Center, and Woody Simpson Community Center and the Dr. Joe Lee Smith Center with a notation that each individual consortium member's FY 2022-2027 Consolidated Plan as well as the FY 2022-2023 Action Plan could be viewed at their City.

5. Summary of public comments

   To be completed after the comment period has been completed. The draft document will be available for public comment from June 9- July 12, 2022.

6. Summary of comments or views not accepted and the reasons for not accepting them

   To be completed after the comment period has been completed. The draft document will be available for public comment from June 9- July 12, 2022.

7. Summary

   To be completed after the comment period has been completed. The draft document will be available for public comment from June 9- July 12, 2022.

DRAFT

The Process

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	COCOA	
CDBG Administrator	COCOA	Community Service

Table 1– Responsible Agencies

Narrative

The City of Cocoa is a direct entitlement community for Community Development Block Grant (CDBG) funds. However, this is not the case with the HOME funds. The City of Cocoa, in partnership with Brevard County and the cities of Melbourne, Palm Bay, and Titusville receives HOME funds through a consortium. The Brevard County HOME Consortium (Consortium) brings together the cities and the unincorporated areas of the County.

Consolidated Plan Public Contact Information

Charlene Neuterman, Community Services Director

Community Services Department

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Cocoa, FL 32922

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cneuterman@cocoafl.gov

DRAFT

PR-10 Consultation - 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

Housing is the critical component to ending chronic homelessness. The primary manner in which the City will eliminate chronic homelessness is through its continued collaborative association with the Brevard Homeless Coalition and its support of local community-based service providers.

Also, via association with Brevard Homeless Coalition and support of local community-based service providers, the City will aid individuals and families in receiving the necessary services to reduce and prevent the potential of becoming homeless. These services include mortgage, rent and utility payment assistance; transitional and emergency housing; community kitchens; domestic violence; mental health services and substance abuse treatment. The primary manner in which the City will aid persons in need of services will be through a referral network and communication with local partners providing housing services in the community.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

In order to improve the living environment of the extremely-low and low-income households that reside in public housing, the Housing Authority of the City of Cocoa (Authority), has developed a self-sufficiency program available to public housing residents. This program addresses issues such as: elimination of drug use, a literacy program that is part of the continuing education program, GED training, job training and business development. The economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, financial or household management, apprenticeship, or any other program necessary (such as substance abuse or mental health treatment).

The City of Cocoa reviews and certifies the Authority's annual plan and five (5) year plan. The City reviews proposed capital improvements, proposed development demolition or disposition of public housing developments and ensures the goals, objectives, and strategies of the Authority support the priority needs addressed in the City's Consolidated Plan.

The following is a list of primary agencies located and or serving persons within the City of Cocoa:

Brevard County Family & Children Services - Provides food, counseling and emergency financial assistance that includes rental, utilities, medical, lodging, and transportation expenses.

Central Brevard Sharing Center – Provides food, clothing, emergency rent, medical or financial assistance, cold weather shelter, and meals on a daily basis.

Housing for Homeless Program - Provides units in Cocoa for homeless and special needs, 130 county wide. Twelve units provide permanent long-term affordable housing for persons with mental illness and other special needs; ten units provide transitional housing for homeless, special needs individuals and families with children. The remaining two units are used for the provision of special services such as counseling and miscellaneous support services.

Early Learning Coalition of Brevard County – Assists working parents in finding and paying for child care services, and offers parenting classes and support groups for teen mothers.

Crosswinds – Programs for children and young people and their families including Emergency Youth Crisis Shelter; 24-Hour Crisis, Info & Referral Line, Community Counseling; Transitional Living Program; Foster Care; Intensive Delinquency Diversion Services; Juvenile Assessment Center; Project Safe Place; and Brevard Job Link Youth Services.

The Salvation Army - Provides emergency food, clothing, counseling, and financial assistance for rent, utilities, and medical prescription.

The Salvation Army Domestic Violence Shelter - Provides food, clothing, counseling and housing for women and children of domestic violence.

North Brevard Charities Sharing Center – Provides food, clothing, counseling, financial assistance, emergency housing, transitional housing, and permanent rental housing.

Family Promise of Brevard – Provides food, clothing, counseling, financial assistance, and emergency housing.

Brevard Community Action Team– Provides financial assistance for housing and utilities.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The Housing for Homeless Agency provides supportive services, transitional housing and assistance with securing long term permanent housing to homeless families and individuals. The City of Cocoa and Brevard County provides financial assistance to the Housing for Homeless.

City staff also participates in a continuum of care process which recently became a 501(c)(3) as the Brevard Homeless Coalition. This process is supported by numerous homeless providers and municipalities throughout the County. City staff attends meetings that are held on a monthly basis. The City of Cocoa will continue to assist homeless services providers with seeking and securing needed financial assistance for the provision of services.

Those at risk of becoming homeless include one-parent families; dysfunctional substance abusers; released prison inmates; battered spouses; persons in extended employment training programs; persons receiving emergency assistance; persons in self-sufficiency programs; and households with income at 0% - 30% AMI, paying more than 30% of their income for housing or who are doubled-up with family or friends. According to Brevard Homeless Coalition, the homeless population for Brevard County recorded in 2019 was 418 persons in Shelter and 397 Unsheltered for a total of 815 persons. This is based on the Point-In-Time (PIT) count, a one-day count on 1/28/2019. In 2020 there were 366 persons in Shelter and 574 Unsheltered for a total of 940 persons. This is based on the PIT one-day count on 1/27/2020. In 2021 a PIT count where the Unsheltered was not counted, due to Covid.

These populations often require temporary and or transitional housing in conjunction with such diverse supportive services as childcare, social supports (e.g., self-help groups), health care, mental health care, substance abuse counseling and treatment, transportation, job training, and programs that address the social emotional and educational needs of children. Within Cocoa, there are a number of social service agencies and churches that provide homeless assistance programs which include preventive services, short-term/long-term housing/ and emergency food, clothing and financial assistance. The following is a list of primary agencies located and or serving the homeless within the City of Cocoa:

Brevard County Family & Children Services - Provides food, counseling and emergency financial assistance that includes rental, utilities, medical, lodging, and transportation expenses.

Central Brevard Sharing Center – Provides food, clothing, emergency rent, medical or financial assistance, cold weather shelter, and meals on a daily basis.

Housing for Homeless Program - Provides 40 units in Cocoa for homeless and those with special needs, 93 county-wide. In Cocoa, 15 units provide permanent long-term affordable housing for persons with disabilities, 22 units provide housing for persons with housing vouchers, and the balance are used for emergency shelters including rehabbing homeless patients discharged from local hospitals. Housing for Homeless will be expanding its presence in Cocoa to 130 homes in 2023 with the opening of a 90-unit development on Michigan Avenue.

The Salvation Army - Provides emergency food, clothing, counseling, and financial assistance for rent, utilities, and medical prescription.

The Salvation Army Domestic Violence Shelter - Provides food, clothing, counseling and housing for women and children of domestic violence.

North Brevard Charities Sharing Center – Provides food, clothing, counseling, financial assistance, emergency housing, transitional housing, and permanent rental housing.

Family Promise of Brevard – Provides food, clothing, counseling, financial assistance, and emergency housing.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

Brevard Homeless Coalition has set up policies and procedures for applying for and allocating ESG grant funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2– Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Aging Matters in Brevard
	Agency/Group/Organization Type	Services-Elderly Persons Grantee Department Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Lead-based Paint Strategy Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Economic Development Market Analysis Anti-poverty Strategy Fair Housing
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in the Public Hearing, Housing Needs Assessment and Non-Homeless Special Needs. Organization assisted by having clients complete surveys.
2	**Agency/Group/Organization**	North Brevard Charities
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless Services - Victims

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in the Community Meeting, Housing Need Assessment, Homeless Needs - Chronically homeless, Homeless Needs - Families with Children, and Non-Homeless Special Needs.
3	**Agency/Group/Organization**	Central Brevard Sharing Center
	Agency/Group/Organization Type	Housing Services-homeless Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in the Community Meeting, Housing Need Assessment and various Homelessness Needs. Organization assisted by having clients complete written surveys.
4	**Agency/Group/Organization**	Habitat for Humanity of Brevard
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings held by the Consortium and provided input on housing needs.

5	**Agency/Group/Organization**	BREVARD COUNTY
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Public Housing Needs Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted with HOME Consortium Members to identify and compare needs across Brevard County inline with affordable housing, homeless services, public service providers, CHDO activities and social services.
6	**Agency/Group/Organization**	THE SALVATION ARMY, A GEORGIA CORPORATION
	Agency/Group/Organization Type	Housing Services - Housing Services-Victims of Domestic Violence Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings held by the Consortium and provided input on housing and homelessness needs for victims of domestic violence.
7	**Agency/Group/Organization**	Community Housing Initiative, Inc.
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings held by the Consortium and provided input on housing needs and the market analysis.
8	**Agency/Group/Organization**	Family Promise of Brevard
	Agency/Group/Organization Type	Services - Housing Services-Persons with Disabilities Services-homeless

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings held by the City and provided input on service needs for families facing homelessness, social service needs, educational opportunities with local partners.
9	**Agency/Group/Organization**	Housing for the Homeless
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Persons with Disabilities Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in the Community Meeting, Housing Need Assessment, Homeless Needs - Chronically homeless, Homeless Needs - Families with Children, and Non-Homeless Special Needs.
10	**Agency/Group/Organization**	Housing Authority of the City of Cocoa
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Anti-poverty Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Housing Authority participated in the Community Meetings, Housing Need Assessment, Homeless Needs - Chronically homeless, Homeless Needs - Families with Children, and Non-Homeless Special Needs.
11	**Agency/Group/Organization**	Emma Jewel Charter School
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Local Charter Academy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in providing Community Surveys from households in Cocoa, identifying homeless needs of families with children and housing for persons with disabilities.

Identify any Agency Types not consulted and provide rationale for not consulting

There were no Agency Types that were not consulted.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Brevard Homeless Coalition	The Continuum of Care (CoC) conducts homeless counts, surveys of the homeless population, and strategic planning to end homelessness. Consistent with the goals of the CoC.
SHIP Local Housing Assistance Plan	City of Cocoa	The Plan identifies housing strategies and allows the City to create partnerships that produce and preserve affordable homeownership and multifamily housing.
Planning and Priorities Document	City of Cocoa	Within the Economic and Community Development planning efforts are to improve residential development and rehabilitation programs to ensure diverse housing options.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Housing Authority 5 Year and Annual Plan	Housing Authority of the City of Cocoa	The Plan identifies how the PHA will carry out the public housing program of the agency in conformity with Title VI of the Civil Rights Act of 1964, The Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Table 3– Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

Priority needs and specific objectives were those identified by community stakeholders, non-profits, public housing residents, for-profit developers, community surveys, interested groups, concerned citizens, and elected officials. The Consortium held a total of eleven (11) public meetings throughout the county to solicit community input and ideas. Information gathered from these meetings along with City meetings, public input at other various meetings, and census data, assisted in developing the Priority Needs for Affordable Housing and Community Development services and projects. Meetings were conducted in the earlier part of 2022 with the Brevard County HOME Consortium to discuss the outline and schedule for the Plan including:

- Citizen Participation Plan
- Institutional Structure
- Monitoring
- Housing Needs
- Homelessness
- Public Housing Strategy
- Barriers to Affordable Housing

The priority needs and objectives were approved by City Council and involved extensive citizen participation components as well as a public hearing process.

The City of Cocoa will continue to partner with local public and private agencies to help administer CDBG and HOME programs covered by the Consolidated Plan to ensure that the overall needs of the community are met. Community Housing Development Organizations (CHDO's) currently involved in the administration of programs are:

- *Community Housing Initiative, Inc.* –provides credit counseling, foreclosure prevention counseling, rehabilitation counseling, refinancing counseling and homebuyer education. CHI

served as the developer for the Regina Myra Infill Housing Project, a HOME Infill Program, and as the intake/ processing agency of the First Time Homebuyer Program.

- *North Brevard Charities Sharing Center* – provides transitional housing to women and children, and low/mod income families in need of temporary housing. Five (5) units in Cocoa were funded through the Transitional Housing Program. Also, they served as the developer for the HOME Infill program.

The City's Community Services Department is an integral component in the coordination between the City, non-profit human service providers and the community. The City will continue to oversee the City's human service program which involves:

- Development of an application and review schedule for citizen input;
- Hold needs assessment meetings to determining changing needs;
- Meeting with human service providers to provide technical assistance and input;
- Providing support to the staff review committee for recommendations of funding allocations to City Council; and
- Monitoring sub-recipients.

Narrative

The City consulted with the following state, regional planning and local areas of government such as:

- State of Florida-Florida Housing Finance Corporation and Florida Housing Coalition, Inc.
- East Central Florida Regional Planning Council
- Brevard County HOME Consortium, Brevard County Parks & Recreation and the EDC of Florida's Space Coast
- Housing Authority of the City of Cocoa

PR-15 Citizen Participation - 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The City's Community Services Department is an integral component in the coordination between the City, agencies, groups, organizations, non-profit human service providers and the community. Brevard County, as the lead agency of the HOME Consortium, along with the City consulted with the advisory groups including the CDBG Advisory Board, Affordable Housing Council, Cocoa West Neighborhood Meetings, Clearlake Neighborhood Meetings, the Housing Authority of the City of Cocoa, The Housing Authority of Brevard County, Re-entry task force, Brevard Commission on Aging, and the Brevard Homeless Coalition. These advisory groups provided information on community needs and affordable housing needs and completed the "Needs Assessment" survey. These consultations, meetings, and surveys shaped the City's goals.

The CDBG citizen participation plan indicates that all federal regulations regarding public comment periods and participation will be followed by the City of Cocoa. The City encourages the public to review documents concerning the CDBG program and provide feedback when desired and needed. Representatives of participating cities of the Brevard County HOME Consortium, Brevard County, the Housing Authority of the City of Cocoa and other stakeholders were notified of funding and emailed from a database of interested parties. Various community meetings were held in November 2021, and a notification was also posted in the Florida Today, a local newspaper on February 17, 2022. A public hearing was held on 22 March 2022 to gather input regarding the CDBG program and potential projects.

Project funding was approved by the Cocoa City Council on March 22, 2022. The FY 22-23 Annual Action Plan was made available for public comment June 9, 2022- July 12, 2022. An announcement of the notice of a 30-day comment period was published in local newspaper and on the City website. Both the 5-Year, 2022-2027 Consolidated Plan and Action Plan for 2022-2023 were available on the City's website. Both hard copies and electronic copies were made available upon request.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish Speaking Persons with disabilities Non-targeted/ broad community Residents of Public and Assisted Housing	Placed an advertisement in the Ebony News Today for print on October 2021 issue. Two (2) Public meetings were advertised. Newspaper is distributed in minority-owned businesses, local churches in Diamond Square, the Dr. Joe Lee Smith Center, Emma Jewel Charter Academy, and other locations. Ebony News Today provides content for social events,	There were no comments from the Ad.	There were no comments not accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
			addressing health/medical, housing, education, transportation, business opportunities and other major issues affecting the black and brown community in Brevard County.			
2	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish Speaking Persons with disabilities Non-targeted/ broad community Residents	Placed an advertisement in the Florida Today for print on October 7th, 2021. Two (2) Public meetings were advertised.	There were no comments from the Ad.	There were no comments not accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
		of Public and Assisted Housing				
3	Public Meeting	Virtual Local Partners (Elevate Brevard)	Virtual meeting held on November 2, 2021 with local partners in education, local CareerSource, housing partners, Brevard Health Alliance staff, medical offices, Brevard County Housing Staff, Brevard County Housing Authority, Brevard Public Schools staff, total attendees 32.	Partners were interested in obtaining the presentation and requested the online link to complete community surveys for the Consolidated Plan.	There were no comments not accepted.	https://www.cocoafl.gov/143/Housing-Neighborhood-Services

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Speaking Persons with disabilities Non-targeted/ broad community Residents of Public and Assisted Housing Parents of students	In person community meeting at Endeavour Elementary School on November 3, 2021 at 5:30pm. Endeavour Elementary is recognized as a Community Partnership School (TM). There was a total of 7 attendees.	Do we payback Section 108? Vision Zero? Sustainability, does it include solar panel? Request to walk through Survey with group. How/what is being done about the Homelessness and lack of shelter(s). How does the public find out about volunteer opportunities with City Public Service Projects? When do the Public	There were no comments not accepted.	https://www.cocoafl.gov/143/Housing-Neighborhood-Services

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
				Services RFP goes out? Please explain the 1.5 ratio. Endeavour applied for a grant to bring in Health Clinic on site. Information on the meeting should be in City Newsletter (FYI). New Development on Michigan Avenue will include affordable housing units, may include health Clinic. Is the survey for homeowners and renters?		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
				Concern for young people hanging out in certain areas.		
5	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Speaking Persons with disabilities Non-	In person community meeting at the Dr. Joe Lee Smith Community Center on November 4, 2021 at 5:30pm. There was a total of 16 attendees.	30% of gross household income to go towards rent and utilities allowance is harsh. Why is transitional period 2 years? Can comments be sent via	There were no comments not accepted.	https://www.cocoafl.gov/143/Housing-Neighborhood-Services

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
		targeted/ broad community Residents of Public and Assisted Housing		email? The format of survey needs to be updated. Affordable Housing. Clarification on who competes the survey residents or business? Survey can be emailed to housing staff with comments. Any talks about a shelter? What has the City done to engage 19,000 not 19 attendees. Request for a one sheet with available resources and projects.		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
				Small amount of money for Cocoa. Can the City partner with County or all cities?		
6	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish Speaking Persons with disabilities Non-targeted/ broad community Residents of Public and Assisted Housing	Placed advertisement in the Florida Today for print on February 17, 2022 for a 30-day comment period, and to advertise the first Public Hearing to gather input regarding the CDBG program and potential projects for Public Services and the agencies requesting funding.		There were no comments not accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Speaking Persons with disabilities Non-targeted/ broad community Residents of Public and Assisted Housing	First Public Meeting held March 22, 2022. Agencies/Organizations had an opportunity to present to City Council and provide the Public an opportunity to give public comments in order to gather input regarding the CDBG & HOME 5-year 2022-2027 Consolidated Plan and 2022-2023 Annual Action Plan in regards to the CDBG program and potential projects for Public Services and the agencies		There were no comments not accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
			requesting funding.			
8	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish Speaking Persons with disabilities Non-targeted/ broad community Residents of Public and Assisted Housing	Placed advertisement in the Florida Today for print on June 9, 2022 for a 30-day comment period, and to advertise the final Public Hearing to gather input regarding the CDBG & HOME 5-year 2022-2027 Consolidated Plan and 2022-2023 Annual Action Plan.		There were no comments not accepted.	
9	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish	Final Public Meeting held July 12, 2022 to provide the Public an opportunity to gather public			

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
		Speaking Persons with disabilities Non-targeted/ broad community Residents of Public and Assisted Housing	comments regarding the CDBG & HOME 5-year 2022-2027 Consolidated Plan and 2022-2023 Annual Action Plan.			

Table 4– Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The housing needs assessment is based on an analysis of housing problems by income level, tenure, and households with special needs.

Data in this section was drawn primarily from Shimberg Cost Burden 2020 Projections. Data describes the housing cost burden, which occurs when a household pays more than 30% of its gross income on housing costs. Extreme cost burden occurs when a household pays more than 50% of its gross income on housing costs.

Supplemental data was drawn from the 2015-2019 American Community Survey (ACS) 5-Year Estimates and other sources to provide additional context when needed. Disability statistics were available from the 2020 ACS 5-Year Estimates, which reflects Cocoa had a 16% Disabled population.

Based on the data and analysis included within this section, the following conclusions relative to housing needs in the City of Cocoa for all household types, income groups and racial/ethnic groups can be made:

- “Cost-burdened" households pay more than 30% of income for rent or mortgage costs. In 2020, 1,447 Cocoa households (19.1%) pay more than 30% of income for housing.
- 1,425 households in Cocoa (18.8%) pay more than 50% of income for housing.
- Among the 1,020 Renter Households (30% AMI or less of Household Incomes) there were 656 paying the highest level of cost burden at 50% or more of household income (64%).
- Among the 213 Owner Occupied Households (30% AMI or less of Household Incomes) there were 107 paying the highest level of cost burden at 50% or more of household income (50%).
- Black/African American households had a renter rate of 61.8%. Numerically, Black households had the largest number of households with a disproportionately greater housing cost burden. Hispanic households had the second highest numeric level.
- The City of Cocoa has an 18% of 65 years and older population. Cocoa residents who are 65 years and older have a 68% homeowner rate, which demonstrates the need for maintenance/ repair and resources based on the households fixed income.

NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

Continued improvements to public facilities in designated low/moderate areas were determined to be a priority. The City continues to concentrate on recreational facilities within these target areas. The City also supports private agencies by providing community centers that will provide space for agencies to assist citizens. In particular, two of the most mentioned needs were youth centers and senior centers. The City applied for the Section 108 Loan Guarantee Program which addressed the need for the development of the Dr. Joe Lee Smith Community Center within Census Tract 626, a predominately low-income area. The community center provides office space for agencies to provide services to Seniors and low-income residents. The Center also offers a gym, a resurfaced pool for youth and the community within the target area which is also recognized as a Community Redevelopment Area.

How were these needs determined?

Public facilities needs were identified through a variety of methods and with citizens input. Information was obtained from citizens through public meetings, surveys and a questionnaire available online and in hard copy and from meetings with City departments and review of the City of Cocoa 2022 Planning and Priorities Document.

Describe the jurisdiction's need for Public Improvements:

In addition, infrastructure enhancements and neighborhood improvements were ranked as a priority during the citizen participation process. The target areas need improved landscaping to enhance the visual appearance of the community. In particular, requests for neighborhood gateway signs to provide a sense of pride was mentioned. An overall beautification effort for the target areas is a concern to help enhance the physical appearance of the community. Public improvements needs include improvements and creation of sidewalks, parks, street lighting, playgrounds, and street improvements. These needs will greatly improve accessibility for the disabled, the elderly, and all wishing to utilize the city in a safe fashion.

How were these needs determined?

These needs were determined by identifying the census tracts that entitlement funds can be used in based on ACS data as well as information obtained from the City's Community Redevelopment Area (CRA) Diamond Square Board. The CRA supported a Paint and Beautification Project in Census Tract 626, which included providing paint, mulch and other materials needed to enhance the homes appearance in Diamond Square. The City also had an online survey which Citizens' ranked and priorities included Street Lighting, Drainage, Water and Sewer and Sidewalk improvements. Additionally, the 2022 Planning and Priorities Document includes supporting a safe, accessible, well maintained network of parks, facilities and greenspace in the investment in Public Infrastructure.

Describe the jurisdiction’s need for Public Services:

Whether through meetings or questionnaires, public services have always garnered strong opinions as to the need. As to CDBG funding, the 15% cap on public services always addressed by the public with frustration on inability to spend more on services, in high demand/need, than the grant will allow. The City's Public Service needs include ability to maintain and increase the level of services for youth, seniors, people who are mentally ill, accessibility, those experiencing homelessness, experiencing domestic violence, who may need employment training, literacy skills and placement, and are food insecure.

Citizens identified a multitude of non-housing community development needs by indicating that there is a demand for the ongoing provision of services and programs to assist low/moderate income households. In addition, underserved populations or individual with special needs were identified. This group includes people suffering from a physical or mental handicap, persons that are homeless, persons with terminal illnesses including HIV/AIDS infected persons, elderly, unemployed persons, domestic violence victims, single-parents and at-risk youths.

How were these needs determined?

The Public service needs were identified through information obtained and analyzed from online questionnaire, consultation with stakeholders, and public meetings, and surveys.

Based on the needs analysis above, describe the State's needs in Colonias

N/A.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The housing market in Brevard County has become a "seller's market". Often times, prospective homebuyers are offering more than the asking price to insure their offer is accepted by the seller. Although Cocoa had previously been the exception to the County-wide trend, that is no longer true. Median sales prices on homes have more than doubled in the last two years, making it difficult for extremely low- and low-income households to purchase a home. The median sales price of a home in Cocoa for 2022 is $190,00 (source: Zillow). When figuring a 30-year mortgage with 3% down payment, 6% interest rate, the mortgage payment (without taxes, insurance and mortgage insurance) is $1,104. When analyzing what is affordable based on income, we see that only moderate-income households could possibly sustain an affordable mortgage, and that is dependent on the cost of taxes and insurances.

The median gross rent in Cocoa in 2020 is $865, according to the 2020 ACS (DP04) 5-Year estimates. As cost of housing rises, so does the cost of rental units. Fair market rents established by HUD for existing housing in 2020 for Palm Bay, Melbourne, Titusville MSA is as follows: one (1) bedroom unit = $866; two (2) bedrooms = $1,078; three (3) bedrooms = $1,465; and four (4) bedrooms = $1,788. These rental rates include utilities.

The City's aging housing stock requires extensive rehabilitations in order to preserve safe and decent housing units. Almost 44% of the homes were built prior to 1970, which means approximately 4,222 homes are 50 years or older (source: 2020 ACS 5 Year Estimate). The chart below shows homes pre-1978 as of 2020.

YEAR STRUCTURE BUILT	UNITS
Total housing units	9,641
Built 2014 or later	738
Built 2010 to 2013	95
Built 2000 to 2009	770
Built 1990 to 1999	788
Built 1980 to 1989	1846
Built 1970 to 1979	1182

Built 1960 to 1969	1792
Built 1950 to 1959	2085
Built 1940 to 1949	97
Built 1939 or earlier	248

Table 5- City of Cocoa Housing Year Structure Built

2021 INCOME LIMITS

(Limits change annually)

Annual Median Income (AMI)

****Limits Change on June 15, 2022 and will be included in final plan. ****

Family Size:	30% AMI	50% AMI	60% AMI	80% AMI
1	15,300- or less	15,301- 25,450	25,451- 30,540	30,541- 40,700
2	17,450- or less	17,451- 29,050	29,051- 34,860	34,861- 46,500
3	19,650- or less	19,651- 32,700	32,701- 37,240	37,241- 52,300
4	21,800- or less	21,801- 36,300	36,301- 43,560	43,561- 58,100
5	23,550- or less	23,551- 39,250	39,251- 47,100	47,101- 62,750
6	25,300- or less	25,301- 42,150	42,151- 50,580	50,581- 67,400
7	27,050 or less	27,051 45,050	45,051- 54,060	54,061- 72,050
8	28,800- or less	28,801- 47,950	47,951- 57,540	57,541- 76,700

Table 6- HUD Income Limits

MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)

Introduction

Within the City of Cocoa, there are a number of public and private non-housing community development assets. Residents of all incomes in Cocoa have easy access to a variety of open space areas, public transportation modes and convenient travel corridors. Cocoa's workforce is a valued asset. Due to its role in the Space Coast legacy and its abundance of manufacturers, Cocoa has an above average supply of qualified technical workers. Local assets such as Eastern Florida State College and the Space Coast Machinist Apprenticeship Program, in addition to broader regional resources like CareerSource Brevard, provide sources for additional training and recruiting support that are perceived to be effective and generally responsive to business needs. Business owners have successfully worked with the local academics to establish custom training programs when needed.

In addition to a strong manufacturing base, businesses looking to relocate not only seek skilled labor and incentives, but the ability to easily transport materials and products. Cocoa stands out in the region because it provides excellent road and port access. The S.R. 524 and S.R. 528 Corridors benefit from easy access to Orlando, Jacksonville and Miami via I-95, U.S. 1, S.R. 528 and S.R. 524.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	16	0	0	0	0
Arts, Entertainment, Accommodations	581	685	17	12	-5
Construction	210	409	6	7	1
Education and Health Care Services	828	424	25	8	-17
Finance, Insurance, and Real Estate	149	243	4	4	0
Information	47	65	1	1	0
Manufacturing	344	980	10	18	8
Other Services	155	306	5	5	0
Professional, Scientific, Management Services	342	420	10	8	-2
Public Administration	0	0	0	0	0
Retail Trade	501	1,663	15	30	15
Transportation and Warehousing	84	128	2	2	0
Wholesale Trade	115	262	3	5	2
Total	3,372	5,585	--	--	--

Table 7 - Business Activity

Data Source Comments: 2015-2019 American Community Survey 5-Year Estimates, 2019 LEHD Jobs

Labor Force

Total Population in the Civilian Labor Force	0
Civilian Employed Population 16 years and over	7,608
Unemployment Rate	7.50
Unemployment Rate for Ages 16-24	36.50
Unemployment Rate for Ages 25-65	40.70

Table 8 - Labor Force

Data Source Comments: 2019 ACS, 5 yr. estimates, S2301

Occupations by Sector	Number of People
Management, business and financial	2,335
Farming, fisheries and forestry occupations	79
Service	1,994
Sales and office	1,848
Construction, extraction, maintenance and repair	651
Production, transportation and material moving	780

Table 9 – Occupations by Sector

Data Source Comments: 2019 ACS, 5 yr. estimates, DP03

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	4,486	60%
30-59 Minutes	2,570	34%
60 or More Minutes	459	6%
Total	***7,515***	***100%***

Table 10 - Travel Time

Data Source Comments: 2019- 5 yr. estimates ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	1,085	79	639
High school graduate (includes equivalency)	1,441	88	1,118

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Some college or Associate's degree	2,796	194	615
Bachelor's degree or higher	1,114	52	346

Table 11 - Educational Attainment by Employment Status

Data Source Comments: 2019- 5-year estimates ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	11	128	258	338	204
9th to 12th grade, no diploma	357	96	223	681	350
High school graduate, GED, or alternative	729	649	473	1,437	736
Some college, no degree	271	494	248	1,321	791
Associate's degree	298	357	308	683	350
Bachelor's degree	114	249	170	486	605
Graduate or professional degree	22	90	99	366	173

Table 12 - Educational Attainment by Age

Data Source Comments: 2019- 5-year estimates ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	19,044
High school graduate (includes equivalency)	28,118
Some college or Associate's degree	30,125
Bachelor's degree	42,961
Graduate or professional degree	46,125

Table 13 – Median Earnings in the Past 12 Months

Data Source Comments: 2019- 5-year estimates ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The major employment sectors within the City of Cocoa are associated with 1. Education services, and health care, and social assistance; 2. Arts, entertainment, and recreation, and accommodation and food services; 3. Retail Trade; 4. Professional, scientific, and management, and administrative and wastewater management services; and 5. Manufacturing.

Describe the workforce and infrastructure needs of the business community:

Reflective of the current economy, businesses are vital to the community and its economic wellbeing. When businesses are not functioning at their fullest potential, the entire community feels the impact. The City offers assistance to businesses relocating to Cocoa, or those already located within Cocoa and wish to expand. The City's Economic Development staff may assist by providing demographics, statistics and market data about the City. The City's ED staff also supply information on available land, buildings, and economic incentives. Economic Development efforts will be enhanced by the Community Redevelopment Area (CRA) designation and the CRA plan to revitalize commercial areas. The CRA will also provide funding for commercial façade grants to local businesses for façade improvements, signage and landscaping. The City also supports its business owners on a secondary level, by improvements to the streetscape including roads and parking facilities. Possible future performance measurements may include coordinating with workforce development agencies for job training opportunities.

In recent years S.R. 524 had constraints imposed by existing and/or absent sewer infrastructure and traffic capacity. However, the right mix of investment in expansions to utility capacity and strategic decisions regarding placement of new facilities like the Walmart distribution center, the Flying J gas station and retail store started attracting other industries to the area. In close proximity on S.R. 524, a new Davita Dialysis clinic opened, occupying multiple retail spaces. Additionally, a new restaurant opened across from the dialysis clinic. There is an expansion of a pastry shop next to the restaurant. Within a mile, west of the new restaurant is a newly constructed Dollar General and a future Amazon Distribution Center.

New sewer connections allowed for companies to establish or relocate. The S.R. 524 corridor's utilities infrastructure further includes Cox Road, which is home to several manufacturing companies currently on septic systems. The reliance on septic systems is limiting business growth as businesses cannot hire more employees than permit requirements, nor expand their facilities. By connecting to City sewer, local businesses can further expand, providing a boost to Cocoa's overall economic growth.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

The Cocoa City Council adopted a new resolution providing for entrepreneurial startups. Resolution 2021-041 formulated an incentive to promote the growth of minority-owned businesses throughout the Cocoa community. The Upstart Cocoa Small Business Program is a forgivable loan. The program and forgivable loans are available to minority and/or women owned small businesses. The goal of the Upstart Cocoa Loans is to empower entrepreneurs to succeed in the City of Cocoa, attract small minority business to the area, contribute to the economic vitality by promoting small business, and to cultivate vibrant neighborhoods through the encouragement of diverse businesses. Awards are made to

businesses to encourage business to locate or relocate to Cocoa and support minority entrepreneurs with business skill sets, start-up and marketing expenses. The Upstart Cocoa Loan program is designed as a three-year forgivable loan program with a community enrichment component to “pay back” 25% of the grant to the community within three years. After three years of maintaining the business in Cocoa and successful completion of the “pay back” the loan will be forgiven at 100%.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

With new programs initiated by Eastern Florida State College and Career Source Brevard, residents in Cocoa are afforded more opportunities to advance their skills to make them marketable to employers in Cocoa. These programs are located within the City of Cocoa, thus providing ease of access for all residents. Some of the new employers in Cocoa include SpaceX, Vaya Space and additional technical and engineering firms serving as subcontractors to the space launches. Advanced technical classes offered to Cocoa High School students provide them with certifications immediately upon graduation and making them assets to Cocoa’s business industries, including administrative services, automotive technology, building construction technology, culinary design, digital design, exercise science and technical design. These skill sets support the City’s growing technical industry and its existing hospitality and administrative services.

In consideration of skilled talent, Cocoa benefits from legacy populations originating from the space program, among which advanced training and degrees are plentiful. The mix of workforce capital, in combination with the various institutions of learning, located in the City, provide Cocoa with solid opportunities to further cultivate a strong workforce.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Cocoa is strategically positioned to leverage high-quality educational institutions and training programs to enable local workers to obtain training for regional employment opportunities. CareerSource Brevard, for example, offers workforce training programs, and grants. Eastern Florida State College provides career and technical programs, which lead to degrees and certifications desirable to employers. Valuable programs include welding technology, engineering technology, automotive services technology and aerospace. The manufacturing community, EDC, and Brevard Public Schools are also working together with CareerSource and EFSC to address workforce skills. In nearby Melbourne, the Florida Institute of Technology (FIT) provides undergraduate and graduate programs in addition to online learning and off-campus programs. Transport to the Melbourne campus is frequently cited as a concern, and the establishment of a shared ride system may need to be further analyzed to meet citizen’s needs.

Another asset is the Space Coast Machinist Apprenticeship program, which the City supports financially, offering grants for free training for local workers. In addition to full-time employment, apprentices

spend classroom time learning additional skills that are relevant to their employers and to the Cocoa workforce overall. Utilizing training programs and other assets, the Cocoa workforce can be educated while staying local. In all, Cocoa is well-placed for vocational and educational institutions, and our increased involvement with EDC coordination has helped manufacturing employers improve opportunities.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

No

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The City of Cocoa aligns with the East Central Florida Regional Planning Council's Comprehensive Economic Development Strategy (CEDS).

This Comprehensive Economic Development Strategy (CEDS) promotes regional economic development through public and private sector collaboration in order to be globally competitive in the 21st century. The study is funded equally by the U.S. Economic Development Administration (EDA) and the East Central Florida Regional Planning Council (ECFRPC). Eligible projects can be funded by the US EDA with local matching resources that the City can provide.

The CEDS:

- provides a technical description of the area’s economy;
- studies the major clusters within its workforce;
- examines demographic and economic characteristics;
- analyzes the region’s industries, employment, and infrastructure;
- explore the EDD’s economic strengths and weaknesses;
- identifies economic opportunities and threats;
- develops strategic findings and establish objectives that become the center of an
- action plan; and
- identifies projects that accomplish the action plan.

Discussion

Significant community improvement projects are underway at this time. The City has had community investments and enhancements to better capitalize on Cocoa’s waterfront. Significant enhancements to water and wastewater infrastructure ensure the safety to all utility customers. Strategic investments in the City parks and greenspace to support a safe, accessible, and well-maintained system. The City is

making investments in environmental stewardship to ensure a responsible protection of our natural environment. The City strives to enhance the transportation networks to ensure a multi-modal connection throughout the entire City.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

The City defines "concentration" as a Census Tract or block group identified by the low to moderate percentage rates, exceeding 51%, according to the 2011-2015 ACS. The City's Housing Staff used this information to track, evaluate, and strategize areas where households having multiple housing problems could be addressed. Based on those higher low-mod percentages, multiple housing problems are concentrated within Census Tract 623, 624 and 626 primarily.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

The City uses the definition of an Area of Minority Concentration as a Census Tract or Block Group where at least 51 percent of the populations who reside in that area are identified as being a minority person. Based on this definition and according to the 2019 ACS 5-year Estimate, Census Tract 626 has a 64% minority rate (Black or African American 43.3%, Asian .1%, some other race 20.9%). The City of Cocoa has a minority population of 33.1% of the total population. However, there are several Census Tracts that include both City and unincorporated areas. Census Tract 623 block 1 contains 61.9% racial or ethnic minorities, which is staggering considering the fact that the city overall is approximately 63% percent non-minority.

The below map identifies the census tracts and boundaries for the City of Cocoa. (See Map of Census Tracts and Blocks in Appendix)

The City of Cocoa has two (2) established Community Redevelopment Areas (CRA), (CT623 and CT626), all with a high concentration of low/moderate income persons. The highest concentration of low/moderate income persons are found in the CT626, known as the Diamond Square. According to the 2011-2015 ACS, Census 626, Block 1 is 92.07%, Census Tract 626, Block 2 is 90.42%, and Census Tract 626, Bock 3 is 59.93% of the residents in the area are low/moderate.

What are the characteristics of the market in these areas/neighborhoods?

Historically, these areas experience a lack of access to employment centers, retail, medical and service providers, new development and investments. However, Census Tract 626 has seen new development and re-investment within the last (6) six years. The Wawa, Dollar General, Dunkin Donuts and expansion of the Dr. Joe Lee Smith Center has increased retail and social service providers to the area. The City of Cocoa in partnership with Habitat for Humanity and the Diamond Square CRA created the first nationally recognized Female Veteran's Village. A community of (6) six newly constructed, single-family homes, for disabled female veterans, becoming first time homebuyers. The village is set to be completed by the end of 2022.

Through code enforcement efforts and the Beautification and Paint Grants in the Diamond Square CRA, the City has been encouraging property maintenance efforts. Where structures have been left abandoned and unsafe, the City had aggressively sought compliance or demolition of structures. The City has sought funding for infill redevelopment, acquiring parcels for future development and also building new homes for income eligible buyers. The Michael C. Blake subdivision is a 22-lot subdivision planned for single family homes to create homeownership opportunities and provide affordable housing to eligible low-mod income families.

Additionally, the City passed Resolution 2020-148 which implemented a Surplus properties process to create partnerships with housing developers in creating affordable housing. The City currently has 36 properties, which include the 22 lots from Michael C. Blake. The 14 lots remaining are located citywide.

Are there any community assets in these areas/neighborhoods?

The areas are located in the center of the City, predominately west of US1 and east of Clearlake Road, which have the most public and community facilities. Over one million dollars has been spent in the last (6) six years for street and storm water drainage improvements in Census Tract 626. These areas also contain the majority of available public transportation due to state road 520 running through Census Tract 626. The Dr. Joe Lee Smith Community Center, Emma Jewel Charter Academy, and the Moore Cultural Center are considered assets to Census Tract 626. With the improvements made at the Dr. Joe Lee Smith Center, Aging Matters now provides Seniors at Lunch at the Center. By providing those services in Diamond Square, Aging Matters can identify other needs to provide referrals. Before and during the pandemic, this was not an option, as the elderly were a vulnerable population and not congregating. Within the last year, the service providers have recognized the asset of the Dr. Joe Lee Smith Center.

In Census Tract 623, Dixon Blvd contains the Boys & Girls Club, Endeavour Elementary which is a Community Partnership School ™, Cambridge Elementary and a Save A Lot grocery store. In the last 2 years, 2 Hispanic owned business (a barber shop and a restaurant) opened in Celebration Plaza on Dixon Blvd. This created a recognizable Plaza among the Hispanic community with 4 minority owned business catering to the Hispanic community. Census Tract 624 contains Eastern Florida State College and the University of Central Florida (Brevard Campus).

Are there other strategic opportunities in any of these areas?

Creating affordable housing, preserving housing stock, increasing preventive medical services, and increasing grocery retail stores are some of the strategic planning in Census Tract 626 and 623.

Create affordable housing-

- Provide subordinated financing to eligible borrowers to fill a financing gap beyond the amount of private participation and equity investment that can be raised.
- Provide long-term, fixed or variable rate financing at interest rates lower than conventional financing.

Preserve affordable housing-

- Provide a means for revitalizing disadvantaged areas by rehabilitating homes.
- Provide a long-term effect by maintaining homeownership versus rental properties.
- Provide long-term general wealth to families for families in Cocoa.

Increase medical services-

- Attract medical and healthcare business to move within Census Tract 626 & 623.
- Provide preventive medical services within Census tract 626 & 623.

Increase retail grocery stores-

- Attract retail grocery store providing fresh produce and healthy options to move within Census Tract 626.
- Eliminate the food desert in Census Tract 626.
- Create sources of new jobs.

In order for the City to implement the strategies discussed in the areas of opportunities, the table below shows which Census Tracts and Blocks are within the City of Cocoa. The far-right column shows the blocks which include "All City."

Tract	Blckgrp	Note
062103	2	*
062103	3	*
062103	4	*
062103	5	*
062107	1	*
062301	1	*
062301	2	*
062301	3	*
062302	1	All City
062302	2	*
062302	3	*
062400	1	*
062400	2	*
062400	3	*

062500	1	*
062500	3	*
062600	1	All City, Section 108 Loan
062600	2	*
062600	3	*
071500	2	All City

Table 14-Census Tracts within the City of Cocoa

To implement the strategies discussed in the areas of opportunities, the table below shows which Census Tracts and Blocks are within the City of Cocoa. The far-right columns highlighted, show with percentages of low-income target areas.

Tract	Blckgrp	Lowmod_pct
062103	2	16.54%
062103	3	43.71%
062103	4	62.09%
062103	5	26.10%
062107	1	24.53%
062301	1	72.78%
062301	2	76.99%
062301	3	52.17%
062302	1	72.43%
062302	2	75.00%
062302	3	93.06%
062400	1	56.02%
062400	2	59.85%
062400	3	85.00%
062500	1	50.89%
062500	3	79.44%
062600	1	92.07%
062600	2	90.42%
062600	3	59.93%
071500	2	33.92%

Table 15- Low-Mod Census Tracts within the City of Cocoa

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

The City of Cocoa recognizes the need of broadband wiring and connections for all households, particularly low-and moderate-income households and neighborhoods. To provide more equitable services in education, ease of pay for utilities, and household bills, availability of social services, ease of groceries or other household goods in low-mod areas, the City understands the importance of having access to broadband wiring and connections. The City of Cocoa offers free wifi in all City buildings and at the stage in Riverfront Park. Additionally, the Dr. Joe Lee Smith also provides free wifi to citizens and their children.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

The City of Cocoa promotes the Federal Communications Commission affordability connectivity program to our citizens/residents. The program provides fixed and mobile broadband providers to the area, with multiple providers for citizens to choose from.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

Natural hazards are from those forces extraneous to man in elements of the natural environment. Its source of harm or difficulty is generally created by a meteorological, environmental, or geological phenomenon. Natural hazards do not always cause damage to humans or the built environment; when a hazard and development intersect, significant damage can occur creating the natural disaster. The following natural hazards are potential risks in the City of Cocoa: extreme heat/drought, flooding, freezing weather, public health emergency, tornadoes and several weather, tropical systems & hurricanes, wildfire. The City of Cocoa has adopted a Threat Hazard Identification Risk Assessment (THIRA), a Sustainability Action Plan and a Resiliency Action Plan to identify, assess and mitigate natural hazard risks.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Population vulnerability for flood hazards is calculated in the Florida State Hazard Mitigation Plan using spatial analysis of 2010 U.S. Census population data and the FEMA flood maps. The City of Cocoa has approximately 3,311 acres of land located within FEMA's 100-Year (Zone A, Zone AE) and 500-Year flood plains. This includes over 1,500 acres of residential and nearly 800 acres of industrial land. Those areas located within the 100-year and 500-year zones are not considered low- or moderate-income areas. They encompass our waterfront communities and downtown areas primarily. In our low- and moderate-income areas, areal flooding is a concern. In the case of Flood Mitigation issues, the City maintains a Stormwater Capital Work Plan (SCWP) where it both, identifies the existing conditions of its infrastructure, and project improvements necessary to address any deficiencies in the system. This plan includes projects that aim to identify and prioritize flooding situations witnessed during significant storm events and contains alternatives that make use of non-structural methods wherever possible, as required by the Comprehensive Plan. Projects identified in low- and moderate-income include, Pineda Street drainage improvements, Provost Park ditch piping, Bracco Pond outfall and discharge structure, and upgrades to sidewalks and swales on Pineda Street.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The 2022 Planning and Priorities Document establishes priorities based on a SWOT Analysis, outlines specific objectives for the next year and identifies geographic priority areas. In the SWOT Analysis, priority was given to the Diamond Square CRA, lack of healthcare services, homelessness, attainable workforce housing and residential rehabilitation and development to ensure a diversity of options. The strategies to remove or ameliorate some of the negative effects of public policy are addressed. The document describes broad-based initiatives to achieve the priority areas of Public Safety & Community Standards, Investment in Public Infrastructure, Economic & Community Development, Community Outreach & Engagement, and Organizational Effectiveness. This document is a strategic focus on delivering professional, responsive innovative, dedicated and exceptional public service.

SP-10 Geographic Priorities - 91.415, 91.215(a)(1)

Geographic Area

Table 16 - Geographic Priority Areas

1	**Area Name:**	CENSUS TRACT 626
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Other
	Other Revital Description:	people
	Identify the neighborhood boundaries for this target area.	Census Tract 626 is generally located to the east along the railroad tracks before US1, to the south along Rosa L. Jones Drive, to the West along Clearlake Road and to the North along School Street.
	Include specific housing and commercial characteristics of this target area.	According to the 2019 American Community Survey, Census Tract 626 has a median household income of $26,541, 49.2% of the population is estimated to be employed, with an 8.5% unemployment rate, 1,456 estimated housing units, 68.9% of the dwelling units are estimated to be renter occupied, 37.9% of the structures were built between 1960-1969, 57% of the housing units were valued at less than $99,999. The area is considered a food desert. A Dunkin Donuts opened in close proximity to the corner of 520 and 528 in 2019. The Dr. Joe Lee Smith Center has created a synergy within the community in attracting more services. Commercial buildings are mostly vacant however, there has been increased interest in commercial development.

	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	After extensive consultation with City leaders and gathering comments and information from the public hearings/meetings held during the Consolidated Plan process, the City of Cocoa further analyzed the most current Census Tract data to better identify areas of need. The CRA Diamond Square Board, the Housing Authority Board meetings, and Subrecipient feedback, (3) three of which have service locations in 626, contributed in identifying the target area. The City's Rehabilitation waitlist has 99 homes total needing rehabilitation, with 23% in the target area.
	Identify the needs in this target area.	In the housing arena, there is need for rehabilitation of structures and the creation of new, in-fill housing to meet the needs of the low-income residents. Economic development, by way of microenterprise and technical assistance to local businesses is needed to create new jobs for local residents. Public improvements, infrastructure projects and brownfield remediation are necessary to improve the quality of life and improve access to facilities, goods, and services in the area.
	What are the opportunities for improvement in this target area?	There are numerous opportunities for improvement in this target area. The City and its partners work together to stimulate and support business growth, development and re-development. The City, housing providers and nonprofits work together to create and preserve decent, safe and affordable housing in the Target Area by preserving units with expiring subsidies; renovating older, existing units; and developing new affordable units. Along with local nonprofits and community residents, the City develops a suitable living environment in Target Area neighborhoods through infrastructure improvements and public safety and quality of life organizing efforts.

	Are there barriers to improvement in this target area?	The barriers to improvement in this target area begin with a high need for funding to provide housing repairs to existing owner-occupied units, stringent credit requirements which prohibit citizens from purchasing homes, and the lack of new affordable rental housing. The City's Rehabilitation waitlist has 99 total homes needing rehabilitation, with 23**%** in this target area. Preserving housing stock to maintain affordable housing and building affordable housing in this area is a critical need. There are residents who have significant skill deficits and barriers to employment that prevent them from successfully attaching to the workforce and/or moving into livable jobs. This is a significant barrier to improvement in the target area.
2	**Area Name:**	Census Tract 623
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Housing
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	Census Tract 623 is generally located along 520 to the South, US1 to the East, Highway 528 to the West and Clearlake Road to the West.
	Include specific housing and commercial characteristics of this target area.	Census Tract 623 has a population of approximately 7,225 persons. There are an estimated 3,585 housing units, 46% of the dwelling units are estimated to be renter occupied. Approximately 31% of the homes are owner occupied. The commercial corridor along U.S.1, Fiske Blvd., Clearlake Road and Dixon Blvd. consists of plazas and older buildings that were constructed over 20 years ago.
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	After extensive consultation with City leaders and gathering comments and information from the public hearings/meetings held during the Consolidated Plan process, the City of Cocoa further analyzed the most current Census Tract data to better identify areas of need.

	Identify the needs in this target area.	In the housing arena, there is need for rehabilitation of structures, quality rental housing, new rental housing and the creation of new, in-fill housing to meet the needs of the low-income residents. Economic development, by way of microenterprise and technical assistance to local businesses is needed to create new jobs for local residents. Public improvements, infrastructure projects and brownfield remediation are necessary to improve the quality of life and improve access to facilities, goods, and services in the area.
	What are the opportunities for improvement in this target area?	There are numerous opportunities for improvement in this target area. More so then CT626, CT623 has a large percentage of rental units and some commercial areas. The City and its partners work together to stimulate and support business growth, development and re-development. The City, housing providers and nonprofits work together to create and preserve decent, safe and affordable housing in the Target Area by preserving units with expiring subsidies; renovating older, existing units; and developing new affordable units. Along with local nonprofits and community residents, the City develops a suitable living environment in Target Area neighborhoods through infrastructure improvements and public safety and quality of life organizing efforts.

	Are there barriers to improvement in this target area?	The barriers to improvement in this target area begin with a high need for funding to provide housing repairs to existing owner-occupied units, stringent credit requirements which prohibit citizens from purchasing homes, and the lack of new affordable rental housing and quality existing rental housing. The City's Rehabilitation waitlist has 99 total homes needing rehabilitation, with 55**%** in this target area. Preserving housing stock to maintain affordable housing and building affordable housing in this area is a critical need. There are a larger number of unemployed or underemployed residents who have significant skill deficits and barriers to employment that prevent them from successfully attaching to the workforce and/or moving into livable jobs. This is a significant barrier to improvement in the target area.
3	**Area Name:**	City wide
	Area Type:	Jurisdictional
	Other Target Area Description:	Jurisdictional
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	The City of Cocoa is generally 15.4 square miles, Generally, the City boundaries extend from SR528, 1-95, Rosa L. Jones Blvd. to the Indian River (see attached City boundary map for further clarification).
	Include specific housing and commercial characteristics of this target area.	There are 8,672 housing units, 45.9% are rental units, with 54.1% owner occupied units. Approximately, 28.9% are multi-family structures. The top 3 major Industries are 1. Educational services, health care, and social assistance, followed by 2. Arts, entertainment, recreational, accommodation and food services. The City of Cocoa is centrally located within the Space Coast. The top third industry is Professional, scientific, management, and waste management services.

	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	After extensive consultation with City leaders and gathering comments and information from the public hearings/meetings held during the Consolidated Plan process, the City of Cocoa further analyzed the most current Census data to better identify areas of need.
	Identify the needs in this target area.	In the housing arena, there is need for rehabilitation of structures, quality rental housing, new rental housing and the creation of new, in-fill housing to meet the needs of the low-income residents. Economic development, by way of microenterprise and technical assistance to local businesses is needed to create new jobs for local residents. Public improvements, infrastructure projects and brownfield remediation are necessary to improve the quality of life and improve access to facilities, goods, and services in the area.
	What are the opportunities for improvement in this target area?	There are numerous opportunities for improvement in the city overall. The City and its partners work together to stimulate and support business growth, development and re-development. The City, housing providers and nonprofits work together to create and preserve decent, safe and affordable housing in the City by preserving units with expiring subsidies; renovating older, existing units; and developing new affordable units. Along with local nonprofits and community residents, the City develops a suitable living environment in neighborhoods and in commercial corridors through infrastructure improvements and public safety and quality of life organizing efforts.
	Are there barriers to improvement in this target area?	The barriers to improvement in this target area begin with a high need for funding to provide housing repairs to existing owner-occupied units, stringent credit requirements which prohibit citizens from purchasing homes, and the lack of new affordable rental housing and quality existing rental housing. There is a number of unemployed or underemployed residents who have significant skill deficits and barriers to employment that prevent them from successfully attaching to the workforce and/or moving into livable jobs. There are significant barriers to improvement in the target area.

General Allocation Priorities

Describe the basis for allocating investments geographically within the state

The basis for allocating investments within the low-income census tracts was completed through the citizen participation process, which identified the needs within the City. There are 8 census tracts and 19 block groups within the city. Census Tracts 626 and 623 show significant concerns of low/moderate income areas where the City will be investing funding. The City of Cocoa has two (2) established Community Redevelopment Areas (CRA), (CT623 and CT626), all with a high concentration of low/moderate income persons. The highest concentration of low/moderate income persons are found in the CT626, known as the Diamond Square RDA, according to the 2011-2015 ACS used to determine low-mod areas.

SP-25 Priority Needs - 91.415, 91.215(a)(2)

Priority Needs

Table 17 – Priority Needs Summary

1	**Priority Need Name**	Affordable Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents
	Geographic Areas Affected	CENSUS TRACT 626 Census Tract 623 Jurisdictional
	Associated Goals	Fair Housing Compliance, Testing and Outreach Housing Rehabilitation Land Acquisition Planning and Administration
	Description	Preservation of existing housing stock/Rehabilitation of existing owner units, housing for special needs, housing for elderly, public housing modernization, development of single-family housing, affordable rental housing, fair housing training, and energy efficiency improvements
	Basis for Relative Priority	High need
2	**Priority Need Name**	Homebuyer Program
	Priority Level	High
	Population	Low Moderate Large Families Families with Children
	Geographic Areas Affected	CENSUS TRACT 626 Census Tract 623 Jurisdictional

	Associated Goals	Fair Housing Compliance, Testing and Outreach Planning and Administration
	Description	Production of new owner units
	Basis for Relative Priority	High Need
3	**Priority Need Name**	Public Facilities Improvements
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Victims of Domestic Violence Unaccompanied Youth Non-housing Community Development
	Geographic Areas Affected	CENSUS TRACT 626 Census Tract 623 Jurisdictional
	Associated Goals	Repayment of Section 108 Loan Guarantee Public Facilities Improvements Planning and Administration
	Description	Public facility improvements, such as community centers, park improvements, homeless facilities, drainage, street improvements, sidewalks, rehab of low-income area schools, etc. in areas of low- and moderate-income concentration or to at risk populations
	Basis for Relative Priority	High need

4	**Priority Need Name**	Public Services
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	CENSUS TRACT 626 Census Tract 623 Jurisdictional
	Associated Goals	Public Services Planning and Administration
	Description	Senior Activities, youth activities, childcare services, anti-crime programs, mental health services and transportation services were listed as high needs
	Basis for Relative Priority	High need

5	**Priority Need Name**	Neighborhood Services
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents
	Geographic Areas Affected	CENSUS TRACT 626 Census Tract 623 Jurisdictional
	Associated Goals	Spot Demolition/Clearance Planning and Administration
	Description	Code enforcement-initiated demolitions and code enforcement
	Basis for Relative Priority	High need

Narrative (Optional)

Every five (5) years the City of Cocoa undertakes a process which includes public input and citizen participation to develop a five (5) year Consolidated Plan in collaboration with a one (1) year Action Plan that describes actions, projects and programs that will take place during the upcoming plan year(s) to address the priority needs and specific objectives identified in the strategic plan section of the five (5) year Consolidated Plan.

SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c)(1,2)

Introduction

The funding levels incorporated in the Five-Year Consolidated Plan FY 2022-FY 2027 and One-Year Action Plan for FY 2022-2023 and released for public comment are based on the funding allocation awarded to the City of Cocoa for FY 2022-2023 in the amount of $155,644. The City of Cocoa will request citizen comment on this planned process for the allocation of federal funding for FY 2022-2023. All CDBG funded activities are proportionally increased or decreased from the estimated funding levels to match actual allocation with the following exceptions: General Administration, Planning, and Fair Housing are

capped at 20% of the CDBG allocation based on HUD limits size. Targeted Public Services allocation is capped at 15% of the CDBG allocation based on HUD.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	155,644	4,501	0	160,145	800,725	Community Development Block Grant (CDBG) funds will be used for housing, public improvements, public services, demolition, admin and planning.

Table 18 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG and HOME funds received by the City will be used along with State grants received to address housing, public service, and community development needs within the City. Cocoa was awarded $128,147 in State funding through the Florida Housing Finance Corporation, State Housing Initiative Partnership (SHIP) for SFY 2021-2022. These funds will be used to address housing needs identified in the Consolidated Plan. SHIP funds also provide a match requirement for HOME funds. Twenty percent (20%) of SFY 2021-2022 SHIP funds will be used to assist special needs households. In addition, all Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs. Agencies funded with CDBG are encouraged to seek additional resources to serve the low-income residents of Cocoa.

If appropriate, describe publicly owned land or property located within the state that may be used to address the needs identified in the plan

The City of Cocoa currently owns thirty-six (36) vacant lots, primarily located in Census Tract 626, with some lots scattered throughout the City. Additionally, the City of Cocoa is in the process of planning a twenty-two (22) lot subdivision, of single-family homes for homeownership opportunities, to increase affordable housing. The City may develop these lots for owner occupied housing in whole or in part with CDBG, HOME and/or SHIP funds.

Discussion

The City of Cocoa will use all available funds and seek additional resources to address the needs identified in the plan.

SP-40 Institutional Delivery Structure - 91.415, 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Community Services Council of Brevard, Inc.	Subrecipient	Non-homeless special needs public services	Jurisdiction
Central Brevard Sharing Center	Subrecipient	Non-homeless special needs public services	Jurisdiction
Family Promise of Brevard		Homelessness Non-homeless special needs public services	Jurisdiction
THE SALVATION ARMY, A GEORGIA CORPORATION	Subrecipient	Non-homeless special needs public services	Jurisdiction
Habitat for Humanity of Brevard	Developer	Ownership	Jurisdiction
Housing Authority of the City of Cocoa	PHA	Public Housing Rental	Jurisdiction

Table 19 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The City of Cocoa believes that it has addressed potential gaps in the institutional delivery system through the network of working relationships it has established over the years with other area governments, not-for-profits, and private-sector entities. This network has enabled the City of Cocoa to overcome the restrictions imposed by limited federal and state grant funding and resources.

The City of Cocoa will continue to seek and provide training for staff that promotes efficiency and effectiveness in the administration of the CDBG and HOME Programs. Training shall include venues offered by HUD, the Florida Community Development Association, fair housing organizations, and the Florida Housing Coalition, etc. In addition, the City will continue to build relationships with non-profit and for-profit housing providers and developers to support and enhance its housing development strategy. Finally, the City will continue to work collaboratively with municipalities, non-profit and private entities throughout the State to develop and strengthen its capacity to carry out programs within the City. City staff attends the two (2) community redevelopment agency meetings, the Housing Authority of Cocoa's monthly board meetings, and various other community meetings to improve services and quality of life for the residents of the city.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X	X	X
Mortgage Assistance	X		X
Rental Assistance	X		X
Utilities Assistance	X		X
Street Outreach Services			
Law Enforcement	X	X	X
Mobile Clinics	X	X	X
Other Street Outreach Services	X	X	X
Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X	X	
Education	X	X	X
Employment and Employment Training	X	X	X
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	X
Mental Health Counseling	X	X	X
Transportation	X	X	X
Other			
Meals	X	X	

Table 20 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

Both the ESG and the HOPWA Programs provide funding for the services identified above. Generally, the state grantor programs allocate specific amounts of funding to units of local governments and non-profit housing providers in small jurisdictions to implement programs and initiatives locally and distribute the funds for the direct benefit of the homeless and persons with HIV/AIDS populations, the City of Cocoa is not one of those direct beneficiaries.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

Strengths: The Brevard Homeless Coalition's Continuum of Care system overall offers a range of emergency, transitional, and permanent housing as well as strong prevention services. Services listed are available to residents in the entire City which makes the resources more readily available and easier to access by the community.

Since 2001, 2-1-1 Brevard has served as the lead agency for the county's Homeless Management Information System (HMIS). Funded primarily by the U.S. Department of Housing and Urban Development (HUD), the HMIS allows member providers of supportive services to homeless individuals and families to manage information for services provided and also contains case management tools for case managers. The HMIS facilitates the collection of data and generate aggregate reporting of information about the homeless population, demographics, needs and services provided throughout our community.

Gaps: The City of Cocoa does not have the organizational structure to target, monitor, nor run programs for homelessness or persons with HIV. Service providers for specific types of eligible activities, such as mental health counseling, may not be available in the direct vicinity of the City; local service providers may not have the staff available to properly educate and work with a large client base; and the amount of funding may not be sufficient to address an urgent need.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

In collaboration with the Brevard Homeless Coalition, the City of Cocoa is constantly creating new innovative strategies to address gaps in their funding delivery systems. Some traditional examples of strategies being used are to leverage funds from other eligible grant programs or initiatives with existing allocations and provide more technical assistance funding to enhance outreach. These traditional strategies are not always effective, but they are the most commonly used because of their practicality. More innovative strategies include using technology, such as social surveys and social media devices, to

constantly monitor the changing population in order to adjust their outreach and delivery methods to meet the priority needs of the community.

SP-45 Goals - 91.415, 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Fair Housing Compliance, Testing and Outreach	2022	2027	Affordable Housing	City wide	Affordable Housing Homebuyer Program	CDBG: $5,000	Other: 5 Other
2	Housing Rehabilitation	2022	2027	Affordable Housing	City wide	Affordable Housing	CDBG: $35,000	Homeowner Housing Rehabilitated: 5 Household Housing Unit
3	Spot Demolition/Clearance	2022	2027	Spot Slum/Blight Removal	CENSUS TRACT 626 Census Tract 623	Neighborhood Services	CDBG: $20,000	Buildings Demolished: 5 Buildings
4	Public Services	2022	2027	Non-Housing Community Development	City wide	Public Services	CDBG: $116,773	Public service activities other than Low/Moderate Income Housing Benefit: 7000 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Repayment of Section 108 Loan Guarantee	2022	2027	Non-Housing Community Development	CENSUS TRACT 626	Public Facilities Improvements	CDBG: $450,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 3179 Persons Assisted
6	Land Acquisition	2022	2027	Affordable Housing	CENSUS TRACT 626 Census Tract 623	Affordable Housing	CDBG: $60,000	Homeowner Housing Added: 3 Household Housing Unit
7	Public Facilities Improvements	2022	2027	Non-Housing Community Development	CENSUS TRACT 626 Census Tract 623	Public Facilities Improvements	CDBG: $40,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 3500 Persons Assisted
8	Planning and Administration	2022	2027	Non-Housing Community Development Administration	City wide	Affordable Housing Homebuyer Program Public Facilities Improvements Public Services Neighborhood Services	CDBG: $155,644	Other: 5 Other

Table 21 – Goals Summary

Goal Descriptions

1	**Goal Name**	Fair Housing Compliance, Testing and Outreach
	Goal Description	Development of Fair Housing Analysis of Impediments, promotion of fair housing rights and initiatives, testing, training and outreach.
2	**Goal Name**	Housing Rehabilitation
	Goal Description	This activity will provide owner occupied Housing Rehabilitation.
3	**Goal Name**	Spot Demolition/Clearance
	Goal Description	This activity will remove vacant, unsafe, substandard buildings within the Census Tract 626 and 623 areas.
4	**Goal Name**	Public Services
	Goal Description	This activity will provide CDBG assistance to various public services, such as, serving the homeless population, providing hot meals, childcare, domestic violence, Spanish speaking services, services for children, special needs or the elderly.
5	**Goal Name**	Repayment of Section 108 Loan Guarantee
	Goal Description	The City of Cocoa shall be in repayment of the loan.
6	**Goal Name**	Land Acquisition
	Goal Description	This activity will be provided in partnership with local housing providers to purchase vacant lots for the purpose of constructing affordable housing for persons 60% or below AMI.
7	**Goal Name**	Public Facilities Improvements
	Goal Description	This activity will provide for either rehab of a public facility or street/drainage improvements within Census Tract 626 and Census Tract 623.
8	**Goal Name**	Planning and Administration
	Goal Description	Planning and oversight of the Community Development Block Grant Program. Will also include funding for fair housing activities.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The City of Cocoa estimates to provide owner occupied housing rehabilitation to approximately 5 extremely low-income, low-income, and moderate-income families. The City of Cocoa estimates to assist 5 extremely low-income, low-income, and moderate-income families with homeownership assistance.

SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The City will take the following actions to reduce lead-based paint hazards:

1. Continue to implement the Lead Safe Housing Rule and will ensure that all homes built prior to 1978 are inspected by qualified hazard evaluation professional and all mediation is performed by certified lead hazard contractors.
2. Ensure that contractors who perform renovation, repairs, and painting jobs in pre-1978 housing and child-occupied facilities, before beginning work, provide owners, tenants, and child-care facilities with a copy of EPA's lead hazard information pamphlet Renovate Right: Important Lead Hazard Information for Families, Child Care Providers, and Schools and document compliance with this requirement; EPA's pre-renovation disclosure form.
3. Ensure that lead hazard reduction be performed according to 24 CFR 35.930 on units testing positive and ongoing maintenance, monitoring and cleaning be ongoing for properties that maintain a relationship with the County/Cities.
4. Ensure that contractors follow three simple procedures:

1. Contain the work area. The area should be contained so that dust and debris do not escape from that area. Warning signs should be put up and heavy-duty plastic and tape should be used as appropriate: Cover the floors and any furniture that cannot be moved. Seal off doors and heating and cooling system vents. These will help prevent dust or debris from getting outside the work area.

2. Minimize dust. There is no way to eliminate dust, but some methods make less dust than others. For example, using water to mist areas before sanding or scraping; scoring paint before separating components; and prying and pulling apart components instead of breaking them are techniques that generate less dust than alternatives.

3. Clean up thoroughly. The work area should be cleaned up daily to keep it as clean as possible. When all the work is done, the area should be cleaned up using special cleaning methods before taking down any plastic that isolates the work area from the rest of the home. The special cleaning methods should include using a HEPA vacuum to clean up dust and debris on all surfaces, followed by Wet mopping with plenty of rinse water.

How are the actions listed above integrated into housing policies and procedures?

The City's has housing policies and programs have implemented the Final EPA Renovation & Remodeling Rule. The City ensures that persons performing renovations and dust sampling are properly trained; renovators, dust sampling technicians and firms performing these renovations are certified; lead-safe work practices are followed during renovations; providers of renovation and dust sampling technician training are accredited; and owners and occupants of target housing and child-occupied facilities receive information on lead-based paint hazards before renovations begin. The purpose of integrating the Final

Rule into policies and procedures is to reduce potential exposure to dangerous levels of lead resulting from disturbing lead-based paint in older housing.

YEAR STRUCTURE BUILT	UNITS
Total housing units	9,641
Built 2014 or later	738
Built 2010 to 2013	95
Built 2000 to 2009	770
Built 1990 to 1999	788
Built 1980 to 1989	1846
Built 1970 to 1979	1182
Built 1960 to 1969	1792
Built 1950 to 1959	2085
Built 1940 to 1949	97
Built 1939 or earlier	248

Table 22- City of Cocoa Housing Year Structure Built

SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The anti-poverty strategy is the unifying thread that ties the housing, homeless, public housing and non-housing community development strategies together as one comprehensive plan for reducing the number of families that fall below the poverty level. The strategic plan, goals and objectives noted throughout this document promote self-sufficiency and empowerment.

The City of Cocoa will coordinate efforts among its many partner organizations to ensure that the goals outlined in the Consolidated Plan are met. These partners include neighborhood residents, representatives of health and human service agencies, businesses, churches, nonprofit developers, health and human service agencies, lenders and other for-profit entities.

The key goals of the City's anti-poverty strategy and five-year strategic plan are as follows:

- Provision of adequate and affordable housing
- Neighborhood stabilization
- Elimination of substandard housing
- Availability of special needs housing.

The developed strategic plan will target the low-income areas of the City. The goal of the poverty initiative is to combat poverty within the City of Cocoa to the greatest extent feasible with tangible resources and objectives. The Community Services Department is actively working with the other City Departments, the Housing Authority of the City of Cocoa, Brevard Homeless Coalition, and numerous other agencies to accomplish the strategies recognized in this plan. The Consolidated Plan serves as a "tool-kit" to initiate and combat poverty. The CDBG funded activities will assist in the Anti-Poverty Strategy.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

The City of Cocoa recognizes that creating an anti-poverty strategy is multi-faceted and must include certain elements to be successful in helping to reduce the number of poverty level persons and families. Education, job training, job placement, employment opportunities, childcare, and reliable transportation to employment are some of the basic needs of citizens who are disadvantaged economically.

Social service organizations are uniquely positioned to help low-income persons cultivate their social networks—a social structure comprised of connections to other individuals, groups, and organizations—by intentionally creating opportunities for them to build relationships with others embedded within the institutional-based network, such as classmates, staff members, volunteers, employers and providers.

These new relationships can be a source of support, encouragement, and may provide access to new opportunities and resources that can aid in advancement toward economic self-sufficiency. Partnering to supplement existing social networks for low-income persons is an important component in any anti-poverty strategy.

The City currently provides support to two (2) CRAs whose purpose is to reduce the conditions of slum and blight within their respective areas. The City has provided technical assistance and financial support to non-profit organizations who have or are developing programs that provide job training skills either on-the-job or through educational institutions. Currently, the City works closely with Career Source Brevard, Eastern Florida State College, and the Small Business Development Center which all promote education, job training, job placement, and entrepreneurship. Elevate Brevard (a recent group of non-profits service providers, educational partners, and local employers) has identified gaps, to fill and assists students, and low-income persons to increase their reach of attaining and improving employable work skills. Ultimately, the goal is to increase the wage amounts of residents.

A variety of local, state, and federal programs and incentives are available to businesses that locate, expand, and do business in the City of Cocoa:

- Ad Valorem Tax Abatement Program
- Economic Development Initiative Fund
- Commercial Facade Program
- Small Business Assistance Program
- Brownfields Redevelopment Program
- HUB Zone Empowerment Contracting Program
- Foreign Trade Zone (FTZ) No. 136
- Loan Interest Subsidy Program (Diamond Square RDA only)
- Workforce Training and Education
- Upstart Cocoa Business Assistance Program

The City will continue to encourage and provide technical assistance to non-profits and for-profits that are interested in applying for housing program funds and/or low-income tax credits for the purpose of increasing the number of affordable housing units for very low- and low-income households. City staff continues to work with CHDOs, non-profit, and for-profit developers interested in the State's programs (LIHTC, SAIL, HOME, pre-development loans, homeless grants, etc.).

The Housing & Neighborhood Services Division and the Economic Development Division are both a part of the Community Services Department at the City of Cocoa. This allows for a more coordinated approach to both housing issues and economic development strategies.

SP-80 Monitoring - 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City will continue to follow its established policies and procedures in regards to monitoring the CDBG and HOME programs. The procedures are designed to ensure long-term compliance with overall HUD requirements and to monitor the City's performance in meeting its goals and objectives set forth in the Consolidated Plan and one-year Action Plan.

First, the City conducts a "desk review" at least quarterly for each subrecipient. Desk reviews examine progress reports, compliance records, measurable outcome achievements and financial information to adequately assess performance and look for indicators of performance or compliance problems. Second, on-site monitoring reviews are conducted at least annually for all subrecipients awarded funding. New subrecipients are monitored bi-annually. The monitoring process involves pre-monitoring contact/notification, in-office review of recipient files and backup documentation, entrance conference, on-site monitoring visit, post review of documentation and performance, exit conference, written report and monitoring letter, and any follow up including technical assistance, if deemed necessary.

In addition, all activities are reviewed to ensure that statutory and regulatory requirements (i.e., Davis Bacon Compliance, Section 3, Lead-Based Paint, Environmental Reviews, timeliness of expenditures, performance goals, financial performance, etc.) are being carried out using a monitoring checklist that is set-forth by HUD. Minimum of weekly on-site inspections are conducted on all federally funded projects and photo documentation is provided on all rehabilitation/construction projects. A site visit will be conducted before processing all draw requests to ensure satisfactory completion of work. On completed projects, a schedule will be developed to identify all required annual reviews and re-certifications. Staff has attended Davis Bacon Compliance, Fair Housing & Equal Opportunity, and Section 3 trainings and webinars on an annual basis. Staff also attends the Florida Community Development Association (FCDA) annual conference and trainings offered by the HUD Jacksonville office.

Monitoring is a successful tool for measuring progress and controlling change; the standards and procedures serve to:

- Measure resources utilized;
- Measure status and accomplishments;
- Compare measurements to projections and standards;
- Ensure quality and quantity of work is acceptable; and
- Provide the basis for diagnosis and future planning.

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The funding levels incorporated in the Five-Year Consolidated Plan FY 2022-FY 2027 and One-Year Action Plan for FY 2022-2023 and released for public comment are based on the funding allocation awarded to the City of Cocoa for FY 2022-2023 in the amount of $155,644. The City of Cocoa will request citizen comment on this planned process for the allocation of federal funding for FY 2022-2023. All CDBG funded activities are proportionally increased or decreased from the estimated funding levels to match actual allocation with the following exceptions: General Administration, Planning, and Fair Housing are capped at 20% of the CDBG allocation based on HUD limits size. Targeted Public Services allocation is capped at 15% of the CDBG allocation based on HUD.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	155,644	4,501	0	160,145	800,725	Community Development Block Grant (CDBG) funds will be used for housing, public improvements, public services, demolition, admin and planning.

Table 23 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG and HOME funds received by the City will be used along with State grants received to address housing, public service, and community development needs within the City. Cocoa was awarded $128,147 in State funding through the Florida Housing Finance Corporation, State Housing Initiative

Partnership (SHIP) for SFY 2021-2022. These funds will be used to address housing needs identified in the Consolidated Plan. SHIP funds also provide a match requirement for HOME funds. Twenty percent (20%) of SFY 2021-2022 SHIP funds will be used to assist special needs households. In addition, all Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs. Agencies funded with CDBG are encouraged to seek additional resources to serve the low-income residents of Cocoa.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Cocoa currently owns thirty-six (36) vacant lots, primarily located in Census Tract 626, with some lots scattered throughout the City. Additionally, the City of Cocoa is in the process of planning a twenty-two (22) lot subdivision, of single-family homes for homeownership opportunities, to increase affordable housing. The City may develop these lots for owner occupied housing in whole or in part with CDBG, HOME and/or SHIP funds.

Discussion

The City of Cocoa will use all available funds and seek additional resources to address the needs identified in the plan.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Planning and Administration	2022	2027	Non-Housing Community Development Administration	City wide	Affordable Housing Homebuyer Program Public Facilities Improvements Public Services Neighborhood Services	CDBG: $30,129	Other: 1 Other
2	Public Services	2022	2027	Non-Housing Community Development	CENSUS TRACT 626 Census Tract 623 City wide	Public Services	CDBG: $23,347	Public service activities other than Low/Moderate Income Housing Benefit: 1176 Persons Assisted
3	Fair Housing Compliance, Testing and Outreach	2022	2027	Affordable Housing	City wide	Neighborhood Services	CDBG: $1,000	Other: 100 Other
4	Repayment of Section 108 Loan Guarantee	2022	2027	Non-Housing Community Development	CENSUS TRACT 626	Public Facilities Improvements	CDBG: $101,169	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1203

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
								Persons Assisted
5	Housing Rehabilitation	2022	2027	Affordable Housing	CENSUS TRACT 626 Census Tract 623 City wide	Affordable Housing	CDBG: $7,000	Homeowner Housing Rehabilitated: 2 Household Housing Unit
6	Spot Demolition/Clearance	2022	2027	Spot Slum/Blight Removal	CENSUS TRACT 626 Census Tract 623 City wide	Neighborhood Services	CDBG: $4,000	Buildings Demolished: 1 Buildings

Table 24 – Goals Summary

Goal Descriptions

1	**Goal Name**	Planning and Administration
	Goal Description	Administration and oversight of the Community Development Block Grant program. Fait Housing activity will be funded.
2	**Goal Name**	Public Services
	Goal Description	Public Service Funding for three (3) nonprofit agencies: Community Services Council's Meals on Wheels and Seniors at Lunch Programs; Central Brevard Sharing Center and The Salvation Army.
3	**Goal Name**	Fair Housing Compliance, Testing and Outreach
	Goal Description	Fair Housing Compliance, Testing and Outreach in partnership with the Brevard County HOME Consortium and the Fair Housing Continuum.
4	**Goal Name**	Repayment of Section 108 Loan Guarantee
	Goal Description	The City will repay the Section 108 Loan for the funding of the Dr. Joe Lee Smith Center, as a public facilities improvement.
5	**Goal Name**	Housing Rehabilitation
	Goal Description	Rehabilitation of owner-occupied homes of low-income households. to be funded with Program Income or prior year funding.

6	**Goal Name**	Spot Demolition/Clearance
	Goal Description	Code Enforcement Initiated Demolitions to remove slum and blight. To be funded with Program Income or prior year funding.

AP-35 Projects - 91.420, 91.220(d)

Introduction

Each year the City of Cocoa undertakes a process which includes public input and citizen participation to develop a one-year Action Plan that describes actions, projects and programs that will take place during the upcoming year to address the priority needs and specific objectives identified in the strategic plan section of the five-year Consolidated Plan. CDBG funding will be used for administration and general oversight of the CDBG Program; fair housing training, outreach and testing; public housing modernization; code enforcement-initiated demolitions; repayment of a Section 108 Loan Guarantee; and public service programs that provide meals for the elderly, meals for those at homeless or at risk of homelessness, and domestic violence prevention.

HOME Program funding will be used for administration and general oversight of the HOME program, and development of affordable homeownership opportunities in partnership with local developers and Community Housing Development Organizations, and rehabilitation of an existing vacant rental unit.

#	Project Name
1	Planning and Administration
2	Public Services
3	Fair Housing Compliance, Testing and Outreach
4	Repayment of Section 108 Loan Guarantee
5	Owner Occupied Rehabilitation
6	Spot Demolition/Clearance

Table 25 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The basis for allocating priorities within the jurisdiction during the Consolidated Plan period, and the rationale for assigning funding priorities annually, is determined primarily by the results (identification of needs and priorities) of the annual citizen participation process, and through committee evaluation of competitive grant applications submitted by eligible sub-recipients and third-party developers. Approximately 30% of available project funds are awarded through formal RFP process. The basis for determining these awards includes basic project eligibility, applicant capacity, proposed benefit for the low- and moderate-income community, and leveraging of other funding resources. City initiated activities including planning and program administration; fair housing testing; outreach and training; code enforcement-initiated demolitions, and repayment of a Section 108 Loan Guarantee typically

account for the remaining 70% of projects.

City initiated activities are also targeted at community needs identified during the annual citizen participation process and Council support of priorities identified in the City's Comprehensive and Capital Improvement Plan processes. Public service projects selected for funding will provide a direct benefit to low to moderate income clientele City-wide. These benefits are targeted to all persons whose household income falls below 80% of the median income and whose residence lies within the city limits, and the region's homeless population.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Planning and Administration
	Target Area	City wide
	Goals Supported	Fair Housing Compliance, Testing and Outreach Housing Rehabilitation Spot Demolition/Clearance Public Services Repayment of Section 108 Loan Guarantee Planning and Administration
	Needs Addressed	Affordable Housing Homebuyer Program Public Facilities Improvements Public Services Neighborhood Services
	Funding	:
	Description	Administration and oversight of the Community Development Block grant program. This will also include funding for fair housing activities.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	City wide
	Planned Activities	Administration and oversight of the Community Development Block grant program. This will also include funding for fair housing activities.

2	**Project Name**	Public Services
	Target Area	CENSUS TRACT 626 Census Tract 623 City wide
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	:
	Description	Public Services
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	520 individuals
	Location Description	Within City Limits
	Planned Activities	Public Services to be carried out by Subrecipients.
3	**Project Name**	Fair Housing Compliance, Testing and Outreach
	Target Area	CENSUS TRACT 626 Census Tract 623 City wide
	Goals Supported	Fair Housing Compliance, Testing and Outreach
	Needs Addressed	Affordable Housing Homebuyer Program
	Funding	:
	Description	Fair Housing activities.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 5 low-income families will benefit from this activity.
	Location Description	City wide
	Planned Activities	Fair Housing outreach activities.
4	**Project Name**	Repayment of Section 108 Loan Guarantee
	Target Area	CENSUS TRACT 626

	Goals Supported	Repayment of Section 108 Loan Guarantee
	Needs Addressed	Public Facilities Improvements
	Funding	:
	Description	Repayment of Section 108 Loan for the Dr. Joe Lee Smith Center.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 3,000 or more are expected to use the facilities at the Dr. Joe Lee Smith Center. Youth sports services, elderly services and assistance to low-mod income persons is offered at this location. Census Tract 626 has a population of 3,179, however with the services offered at this location, other low-mod Census tracts like 623, are expected to visit and use the public facilities.
	Location Description	Census Tract 626 is predominately low-income. Site address is 415 Stone St, Cocoa, FL 32922.
	Planned Activities	Payment of loan based on the construction and improvement of the Dr. Joe Lee Smith Community Center.
5	**Project Name**	Owner Occupied Rehabilitation
	Target Area	CENSUS TRACT 626 Census Tract 623 City wide
	Goals Supported	
	Needs Addressed	Affordable Housing
	Funding	:
	Description	Rehabilitation of owner-occupied homes of low-income households.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 2 low-income households will be served.
	Location Description	City wide
	Planned Activities	Rehabilitation of owner-occupied homes of low-income households with either Program Income or prior year funding.
6	**Project Name**	Spot Demolition/Clearance
	Target Area	CENSUS TRACT 626 Census Tract 623

	Goals Supported	Spot Demolition/Clearance
	Needs Addressed	Neighborhood Services
	Funding	:
	Description	Demolition of unsafe structures within the 626 and 623 Census Tracks, as these are low-income target areas.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	Census tracks 626 and 623.
	Planned Activities	Clearance and demolition of unsafe structures initiated by Code Enforcement to remove slum and blight. Activity will be funded with Program Income and Prior Year funding.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Within the City, there are two (2) established Community Redevelopment Areas (CRA), the Cocoa (Downtown) CRA and Diamond Square CRA. Created in 1981, Cocoa CRA encompasses Census Tract 627, currently known as 715 Block Group 2, and is the most established. The area more commonly known as "Historic Cocoa Village" has experienced a boom in development especially along the banks of the Indian River. However, the area west of Florida Avenue is known as the Heart of Cocoa and is a Federal Consent Decree. The 2000 Census combined all of CT627 into one block group, thereby reducing the impact of low/moderate income people residing in CT715. The 2010 Census combined CT627 with CT622, and is now CT 715. CT715, Block 2 reflects the low/moderate percent at 33.92%.

Diamond Square CRA is located within CT626 with Block Group 1, 2 and 3. Block 1 is at 92.07% low-mod, Block 2 is at 90.42% low-mod, and Block 3 is at 59.93% low-mod. The population, according to the 2019 ACS estimates at 3,179, with a total of 1,089 Hispanics. ACS 2019 estimated populations, 32.1% White, and 43.3% Black or African American. These areas are also a designated Florida Brownfields Area. The area encompasses all of Diamond Square CRA, most of US-1 Corridor. These areas are the focus for the majority of CDBG and HOME funded programs. However, funds are not restricted to only these areas, but are available throughout the City for activities that qualify for assistance under HUD guidelines.

The highest concentration of low/moderate income persons are found in the CT626, known as the Diamond Square RDA. According to the 2019 ACS the medium household income in CT626 is $26,541,

compared to the Citywide medium household income $45,011.

Census Tract 623 has the second highest concentration of low/mod income persons, which houses two (2) Senior Citizens housing apartment complexes. Additionally, there is a high rate of older housing stock needing rehabilitation in CT 623. For example, 55% of homeowners listed on the City's Rehab Waitlist, live in CT 623. On Dixon Blvd, Celebration Plaza is a predominately minority owned Plaza, with four (4) minority business owners catering to the Black and Hispanic population. CT623.01 has a 58.6% Black or African American population and CT623.02 has a 35.5% Black or African American population. Compared to Citywide which is 27.8% Black or African American population.

See map of Redevelopment Areas in Appendix.

Geographic Distribution

Target Area	Percentage of Funds
CENSUS TRACT 626	70
Census Tract 623	25
City wide	5

Table 26 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The basis for allocating investments within the low-income census tracts was completed through the citizen participation process, which identified the needs within the City. The City is not only attempting to meet the needs of the community but also affirmatively further fair housing. It is essential to engage in not only community building activities and fund needed improvements in low- and moderate-income areas but also to provide opportunities for residents to live in non-impacted areas. The City can better address the needs of minority communities where high population areas are identified. The City can also use federal and state funding to have a more direct and positive impact, by providing services to those populations most in need. Geographical investments help to address and implement anti-poverty strategies for citizens needing services where there are transportation or mobility issues.

Discussion

The City has sought to invest in programs to reduce or eliminate slum and blight and promote ownership so as to diffuse the threat of creating concentrations of poverty. Through the City's homebuyer program and housing repair programs the City seeks to encourage the development of affordable housing. At the same time, households with limited incomes often prefer to reside in locations that have access to community services such as public transportation, anti-poverty programs communities that have the strength of ethnic diversity and communities that provide faith-based and family-based supports.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The City of Cocoa, in collaboration with the Brevard County HOME Consortium has developed the following actions which addresses obstacles to meeting underserved needs, fostering affordable housing, reducing lead-based paint hazards, reducing the number of poverty level families, developing institutional structures, and enhancing coordination between public and private housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs

The major obstacle to meeting all underserved needs remains the lack of financial resources as identified in the five (5) year Consolidated Plan and Annual Action Plan. To overcome this obstacle, the City of Cocoa will continue to seek other sources of funding and develop viable partnerships with other service providers enhance the availability of underserved populations such as, seniors, homebound frail elderly, the physically and developmentally disabled, victims of domestic violence, and infants and youth within the City.

Actions planned to foster and maintain affordable housing

Most of the City's HOME and CDBG funding is used to support programs that support decent and affordable housing opportunities for low/moderate income individuals. The City partnered with North Brevard Sharing Center (NBSC) for a Transitional Housing Program. Through this program, five (5) homes were purchased, rehabilitated, and made available to low/mod income families facing hardship and left homeless. The program provides affordable rent for up to 24 months, giving families the opportunity to build their finances and find a permanent home.

To continue fostering and maintaining affordable housing, the City has allocated funds to Community Housing Initiative, a CHDO as a Sponsor, with Space Coast Recovery, Inc for a Housing Rehab Project. The single-family home on 1138 Peachtree, will increase to a 5 Single Room Occupancy with shared common spaces. Occupants of the program will be males transitioning and readapting to life, after successfully completing the addiction program by Space Coast Recovery.

Additionally, the unexpended balance of HOME funds from previous years will be added to the FY 2022-2023 HOME allocation of CHDO/Housing Activity. These funds shall be used for the City's First Time Home Buyer Program, for down payment assistance towards affordable housing.

These endeavors will increase the availability of housing within the City and will move the City closer to its goal of developing viable relationships with non-profit housing development organizations and

developers for the development of decent, affordable and accessible housing throughout the City.

Actions planned to reduce lead-based paint hazards

The City will take the following actions to reduce lead-based paint hazards:

- Continue to implement the Lead Safe Housing Rule and ensure that all homes built prior to 1978 are inspected by qualified hazard evaluation professional and all mediation is performed by certified lead hazard contractors.
- Ensure that contractors who perform renovation, repairs, and painting jobs in pre-1978 housing and child-occupied facilities, before beginning work, provide owners, tenants, and child-care facilities with a copy of EPA's lead hazard information pamphlet Renovate Right: Important Lead Hazard Information for Families, Child Care Providers, and Schools and document compliance with this requirement; EPA's pre-renovation disclosure form.
- Ensure that lead hazard reduction be performed according to 24 CFR 35.930 on units testing positive and ongoing maintenance, monitoring and cleaning be ongoing for properties that maintain a relationship with the County/cities.
- Ensure that contractors follow three simple procedures:

Contain the work area. The area should be contained so that dust and debris do not escape from that area. Warning signs should be put up and heavy-duty plastic and tape should be used as appropriate: Cover the floors and any furniture that cannot be moved. Seal off doors and heating and cooling system vents. These will help prevent dust or debris from getting outside the work area.2. Minimize dust. There is no way to eliminate dust, but some methods make less dust than others. For example, using water to mist areas before sanding or scraping; scoring paint before separating components; and prying and pulling apart components instead of breaking them are techniques that generate less dust than alternatives.3. Clean up thoroughly. The work area should be cleaned up daily to keep it as clean as possible. When all the work is done, the area should be cleaned up using special cleaning methods before taking down any plastic that isolates the work area from the rest of the home. The special cleaning methods should include using a HEPA vacuum to clean up dust and debris on all surfaces, followed by Wet mopping with plenty of rinse water.

The City will also integrate into its housing policies and programs the Final EPA Renovation & Remodeling Rule implemented on April 22, 2010. The Final Rule will ensure that persons performing renovations and dust sampling are properly trained; renovators, dust sampling technicians and firms performing these renovations are certified; lead-safe work practices are followed during renovations; providers of renovation and dust sampling technician training are accredited; and owners and occupants of target housing and child-occupied facilities receive information on lead-based paint hazards before renovations begin. The purpose of integrating the Final Rule into policies and procedures is to reduce potential exposure to dangerous levels of lead resulting from disturbing lead-based paint in older housing.

Actions planned to reduce the number of poverty-level families

The anti-poverty strategy is the unifying thread that ties the housing, homeless, public housing and non-housing community development strategies together as one comprehensive plan for reducing the number of poverty-families. The City of Cocoa's 2022 Planning and Priorities Documents highlights supporting education, training, and job readiness programs, through trade schools and partnership with STEM and CTE programs, as well as to enhance the City's transportation networks. These opportunities promote self-sufficiency and empowerment for poverty level families.

The City of Cocoa will coordinate efforts among its many partner organizations to ensure that the goals outlined in the Consolidated Plan are met within the one-year Action Plan. These partners include the Housing Authority of the City of Cocoa, neighborhood residents, representatives of health and human service agencies, businesses, faith-based organizations, non-profit and for-profit developers, and local lenders.

The key goals of the (5) five-year Consolidated Plan are as follows: provision of adequate and affordable housing; neighborhood stabilization; elimination of substandard housing; availability of special needs housing.

The following are CDBG public service agencies and percentage of FY2022-2023: Community Services Council (Meals on Wheels and Congregate dining) - 75% of $10,505.97 will be expended in CT626; Central Brevard Sharing Center (Nutritional meals at center) - 100% of $6,548.72 will be expended in CT626; and Salvation Army (Shelter and meals provided to victims of domestic violence) - 100% of $6,291.91 will be expended in target areas.

Cocoa is a city of approximately 18,313 persons (2015 BEBR) with a disproportionate share of public housing units. Currently, the Cocoa Housing Authority manages 164 Section 8 Housing Choice Vouchers. There are 32 vouchers in zip code 32922 and 14 vouchers in zip code 32926. In recent years the Cocoa Housing Authority completed a full RAD conversion. Pineda Village has 144 units north of SR520. Cocoa Sunrise Terrace has 183 units south of SR520. Completing a total of 373 affordable housing units. The Housing Authority is operating under the 5-Year Agency Plan, submitted in 2021. HUD has recognized the Cocoa Housing Authority as a high performer since 2013.

The Housing Authority of the City of Cocoa (HACoC) was established in 1953. The area is one of two primary traditional African American settlement sites dating back to the early 1900's, and at one time was a thriving neighborhood-serving commercial corridor, Stone Street. In 1997, the area was designated a Community Redevelopment Area, called Diamond Square CRA; and in 2003, was designated as a Florida Enterprise Zone (EZ 0501).

Actions planned to develop institutional structure

The City of Cocoa will continue to seek and provide training for staff that promotes efficiency and effectiveness in the administration of the CDBG and HOME Programs. Training shall include venues

offered by HUD, the Florida Community Development Association, fair housing organizations, and the Florida Housing Coalition, etc. In addition, the City will continue to build relationships with non-profit and for-profit housing providers and developers to support and enhance its housing development strategy. Finally, the City will continue to work collaboratively with municipalities, non-profit and private entities throughout the State to develop and strengthen its capacity to carry out programs within the City. City staff attends the two (2) community redevelopment agency meetings to improve services and quality of life for the residents of the city.

Actions planned to enhance coordination between public and private housing and social service agencies

The existing coordination of services, specifically between public and private housing has been enhanced with the creation of the Brevard County HOME Consortium whose members include Brevard County, and the cities of Cocoa, Titusville, Melbourne and Palm Bay. Additionally, in an effort to facilitate communication with other local housing nonprofit organizations, the members of the Consortium convene monthly to share federal and state housing program updates and to engage in discussions of local housing programs and initiatives.

Within Cocoa, there are a number of social service agencies and churches that provide homeless assistance programs which include preventive services, short-term/long-term housing/ and emergency food, clothing and financial assistance. The following is a list of primary agencies supported by the City of Cocoa as well as the Brevard Homeless Coalition (BHC) which provide services to the homeless population:

Brevard County Family & Children Services - Provides food, counseling, and emergency financial assistance that includes rental, utilities, medical, lodging, and transportation expenses.

Central Brevard Sharing Center – Provides food, clothing, emergency rent, utility, and medical financial assistance on a daily basis.

Housing for the Homeless of Brevard County - WIN (When-In-Need) Program - Provides 22 apartment homes in Cocoa for homeless and special needs. Twelve (12) units provide permanent long-term affordable housing for persons with mental illness and other special needs; ten units provide transitional housing for homeless, special needs individuals and families with children. The remaining two units are used for the provision of special services such as counseling and miscellaneous support services.

Early Learning Coalition of Brevard - Assists working parents in finding and paying for childcare services and offers parenting classes and support groups for teen mothers.

Crosswinds Youth Services – Programs for children and young people and their families including Comprehensive Assessment of Troubled Under-Aged Individuals; Emergency Youth Crisis Shelter; 24-Hour Crisis, Info & Referral Line, Community Counseling; Transitional Living Program; Foster Care; Intensive Delinquency Diversion Services; Juvenile Assessment Center; Project Safe Place; and Brevard

Job Link Youth Services.

The Salvation Army - Provides emergency food, clothing, counseling, and financial assistance for rent, utilities, and medical prescription.

The Salvation Army Domestic Violence Shelter - Provides food, clothing, counseling and housing for women and children of domestic violence.

Catholic Charities of Central Florida - Provides counseling services, short term emergency financial assistance, transitional housing, pregnancy counseling and adoption services, and a food pantry.

The City will continue to partner and support the above listed agencies to address the specific objectives which are to:

- help low-income families avoid homelessness;
- establish facilities for substance abusers, mentally ill, and dually diagnosed; and support case management services for ex-offenders;
- support activities to fill gaps in Brevard County's Continuum of Care;
- respond to urgent community needs; and
- increase permanent supportive housing and transitional beds for persons with special needs to include housing for unaccompanied homeless youth.

Discussion

The City of Cocoa will use its limited financial resources to address the needs identified in this plan.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The City of Cocoa receives an annual allocation of CDBG funds as an entitlement city. HOME funds are received as part of the Brevard County HOME Consortium. The questions below have been completed as they are applicable.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	7 0. 0 0 %

Discussion

At this time, the City of Cocoa does not anticipate receiving Program Income, surplus funds from urban renewal settlements, grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan, or income from float-funded activities during FY2022-2023.

See Final Statement of CDBG Projects for FY 2022-2023 in appendix.

Appendix - Alternate/Local Data Sources

Citizen Participation Comments

To be entered after July 12, 2022, the end of the comment period.

FY 2022-2027 Consolidated Plan and Action Plan Survey Results

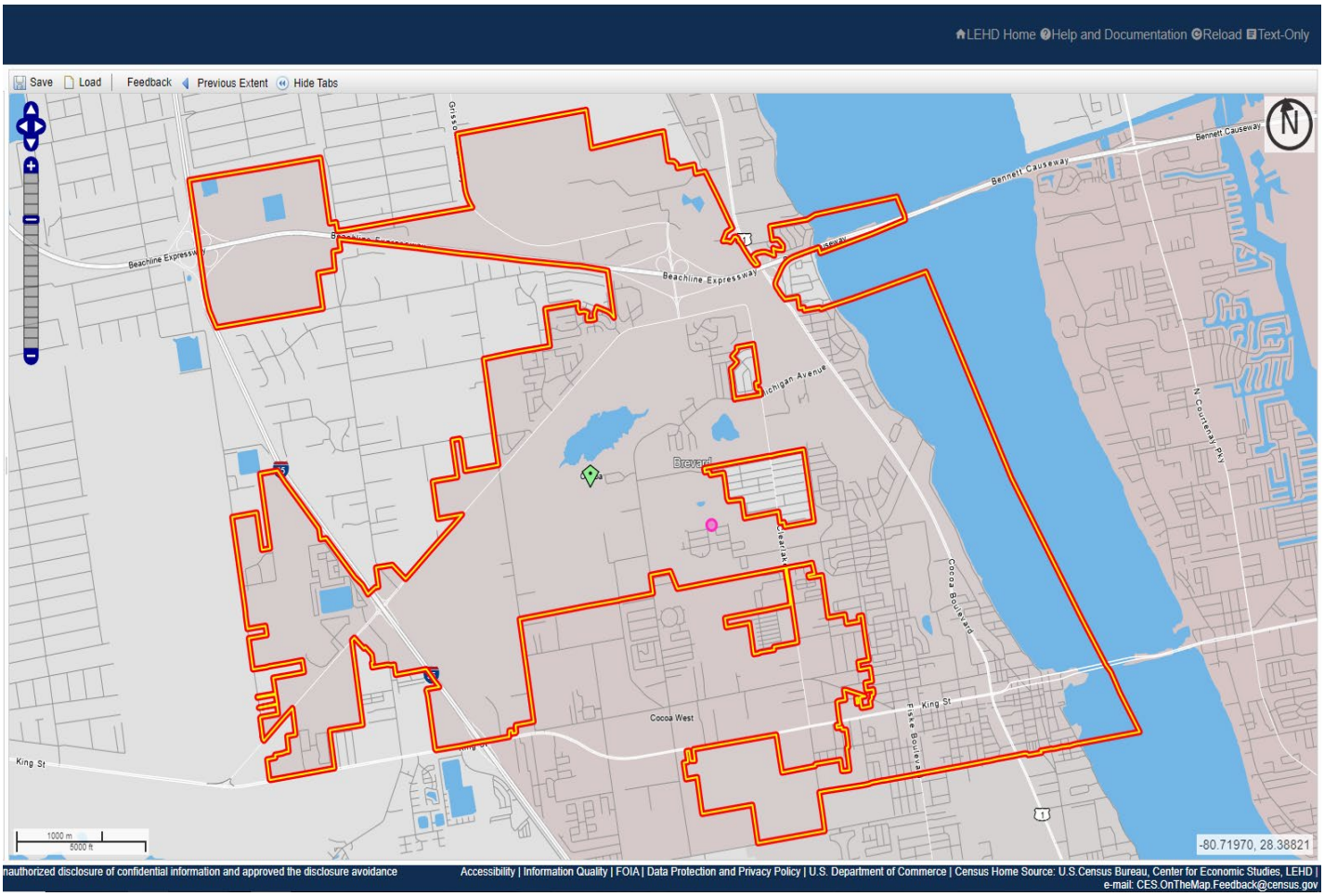
HIGH Priorities	MEDIUM Priorities	LOW Priorities
425-400	**393-376**	**375-327**
422 Neglected and Abused Children Services	392 Energy Efficient Improvements	373 Residential Rehab Repairs
420 Anti-Crime Programs	391 Child Care Services	370 Accessibility Improvements ADA
417 Youth Activities	390 Street Lighting	369 Childcare Center
415 Job Creation and Retention	387 Housing for Disabled	364 Demolition of unsafe Buildings
411 Affordable Rental Housing	385 Centers/ Services for disabled	363 Senior Housing
408 Homeless Services and Shelters	383 Youth Centers	361 Building Façade Improvements
408 Fair Housing	381 Drainage Improvements	358 Parks and Rec
404 Domestic Violence	381 Water and Sewer Improvements	357 Community Center
403 Health Services	380 Emergency Home Repairs	338 Senior Activities
402 Employment and training Services	380 Transportation Services	333 Senior Centers
394 Homeownership Assistance	377 Sidewalk Improvements	327 Code Enforcement
394 Single Family Housing	376 Business Mentoring	
	376 Substance Abuse Services	

Total survey results from 127 received.

Map- City of Cocoa Census Tracts and Blocks

Map- City of Cocoa Community Redevelopment Areas (CRA)

Map-City of Cocoa Boundary



Note: The U.S. Census Bureau reviewed this data product for unauthorized disclosure of confidential information and approved the disclosure avoidance practices applied to this release. CBDRB-FY21-249

OnTheMap (census.gov)

Final Statement of CDBG Projects for FY 2022-2023

FINAL STATEMENT OF CDBG PROJECTS FOR FY 2022-2023

(Allocation consists of $155,644)

PUBLIC SERVICES:	
Community Services Council (*meals on wheels & seniors at lunch)*	$10,505.97
Central Brevard Sharing Center (*community kitchen)*	$6,548.72
Salvation Army (*meals in domestic violence shelter)*	$6,291.91
CDBG OTHER AND PUBLIC FACILITIES IMPROVEMENTS:	
Repayment of Section 108 Loan	$101,168.60
CDBG ADMINISTRATION:	
CDBG Administration and Operational funds	$30,128.80
Fair Housing Education & Outreach	$ 1,000.00

TOTAL CDBG FUNDS: $155,644

FINAL STATEMENT OF HOME PROJECTS FOR FY 2022-2023

(Allocation consists of $84,977.14)

HOUSING: CHDO	$12,746.57
HOME: Housing Activity	$63,732.86
HOME Administration and Operational funds	$6,313.80
HOME Administration County	$2,183.91

TOTAL HOME FUNDS: $84,977.14

FINAL STATEMENT OF CDBG PROJECTS FOR FY 2022-2023

(Allocation consists of $155,644)

PUBLIC SERVICES:	
Community Services Council (*meals on wheels & seniors at lunch)*	$10,505.97
Central Brevard Sharing Center (*community kitchen)*	$6,548.72
Salvation Army (*meals in domestic violence shelter)*	$6,291.91
CDBG OTHER AND PUBLIC FACILITIES IMPROVEMENTS:	
Repayment of Section 108 Loan	$101,168.60
CDBG ADMINISTRATION:	
CDBG Administration and Operational funds	$30,128.80
Fair Housing Education & Outreach	$ 1,000.00

TOTAL CDBG FUNDS:	**$155,644**

FINAL STATEMENT OF HOME PROJECTS FOR FY 2022-2023

(Allocation consists of $84,977.14)

HOUSING: CHDO	$12,746.57
HOME: Housing Activity	$63,732.86
HOME Administration and Operational funds	$6,313.80
HOME Administration County	$2,183.91

TOTAL HOME FUNDS:	**$84,977.14**

NOTICE OF PUBLIC HEARING
CITY OF COCOA'S 2022/2027 FIVE-YEAR CONSOLIDATED PLAN, PROGRAM YEAR 2022/2023
CDBG & HOME ACTION PLAN PROPOSED FINAL STATEMENT OF OBJECTIVES AND USE OF FUNDS

The City of Cocoa expects to receive $155,644 in Community Development Block Grant (CDBG) Entitlement funds and $84,977.14 in HOME Investment Partnership funds for Program Year 2022-2023. Funds may be used for eligible activities, such as housing rehabilitation, land acquisition, public services, repayment of Section 108 Loan guarantee, public facilities and improvements, or demolition and clearance. In addition, the Consolidated Plan allows jurisdictions to develop strategies for a five (5) year period, using combined funding sources, to address housing and community needs. The Cocoa City Council will hold a second and final public hearing on Tuesday, July 12, 2022 at 6:00 pm in Council Chambers, located at 65 Stone Street to make available for final comments on the proposed 2022/2027 Consolidated Plan and final statement of objectives and projected use of funds for program year 2022-2023 Action Plan.

The purpose of the City's Community Development Block Grant Program is the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low/moderate income. The HOME program funds support housing and housing related services provided to low/moderate income households.

PROPOSED FINAL STATEMENT OF CDBG PROJECTS FOR PROGRAM YEAR 2022-2023

PUBLIC SERVICES:	
Community Services Council (*meals on wheels & seniors at lunch)*	$10,505.97
Central Brevard Sharing Center (*community kitchen)*	$ 6,548.72
Salvation Army (*meals in domestic violence shelter*)	$ 6,291.91
CDBG OTHER AND PUBLIC FACILITIES IMPROVEMENTS:	
Repayment of Section 108 Loan Guarantee	$101,168.60
ADMINISTRATION:	
CDBG Administration and Operational funds	$30,128.80
Fair Housing Education & Outreach	$1,000.00
TOTAL CDBG FUNDS	**$155,644**

PROPOSED FINAL STATEMENT OF HOME PROJECTS FOR PROGRAM YEAR 2022-2023

HOUSING: CHDO	**$**12,746.57
HOME: Housing Activity	$63,732.86
HOME Administration and Operational funds	$6,313.80
HOME Administration County	$2,183.91
TOTAL HOME FUNDS	**$84,977.14**

Final CDBG & HOME allocations have been awarded and project funding has been adjusted based on final grant allocation.

Copies of the City of Cocoa's 2022-2027 Five-Year Consolidated Plan and 2022-2023 CDBG & HOME ACTION PLAN & PROPOSED PROJECTS are available online at https://www.cocoafl.org/143/Housing-Neighborhood-Services. Copies are also available at City Hall, by email request to iberardi@cocoafl.gov, or by calling (321) 433-8520. All citizens are invited and encouraged to make written comments beginning June 9, 2022 through July 12, 2022 at 12pm. The final public hearing is scheduled for Tuesday, July 12, 2022 at 6:00 pm, located at 65 Stone Street, Cocoa, FL 32922. Persons with disabilities or non-English speaking persons requiring special accommodations to participate in the hearing should contact Ibis Berardi at the City of Cocoa at (321) 433-8520 within 72 weekday hours of the hearing.

- **None.**

VI. Public Hearings:

1. Conduct a Public Hearing to obtain citizen input and comments on housing and community development needs; approve recommendations on the FY 2022-2023 CDBG and HOME program funding; and provide notice to solicit public comment for both the FY 2022-2027 (5) year Consolidated Plan and notice of final public hearing scheduled for April 26, 2022. (22-141). (Community Services Director)

    - **Approved.**

VII. Council Business:

1. Accept the Comprehensive Annual Financial Report (ACFR) and the Audit Report for Fiscal Year 2021. (22-120). (Finance Director)

    - **Approved.**

2. Requesting Council approval for a revised street closure for the upcoming Historic Cocoa Village Main Street Car Show on April 2, 2022. (22-139). (Asst. to the CM/PIO)

    - **Approved.**

3. Consider the reappointment of Ms. Candace Rogers as a member of the Cocoa CRA through April, 2026. (22-166). (Administrative Services Director)

    - **Approved. Correspondence to the handled by the City Clerk's office.**

VIII. City Business:

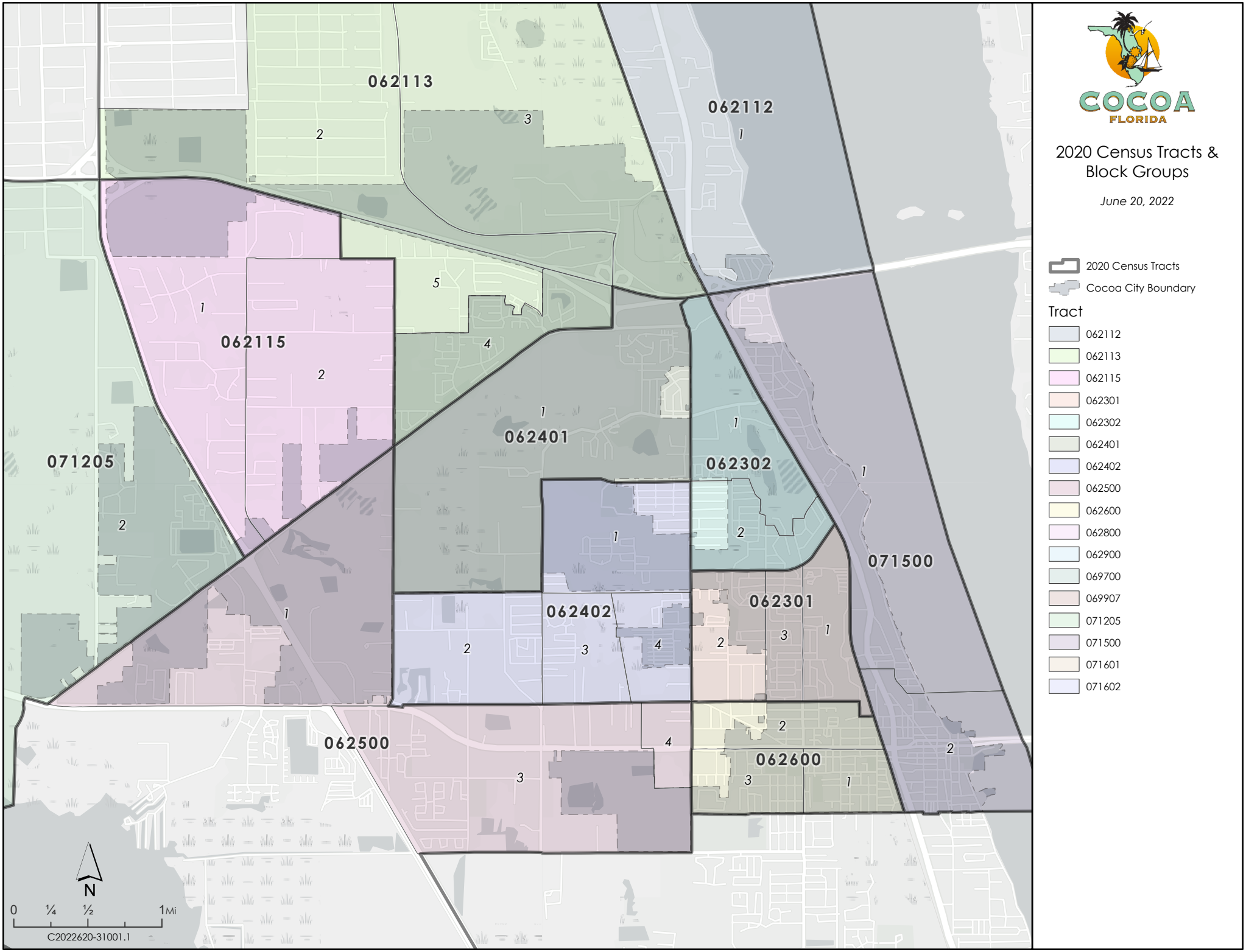
1. Approval of the 2021 AVT exemption for Walmart based on the fulfillment of all the requirements of the Ad Valorem Tax Abatement Economic Incentive Agreement by maintaining 239 jobs at an average annual wage above $42,421. (22-142). (Economic Development Manager)

    - **Approved.**

Multi-Year Contracts:

- **None.**

IX. Informational Agenda:



COCOA
FLORIDA

2020 Census Tracts & Block Groups

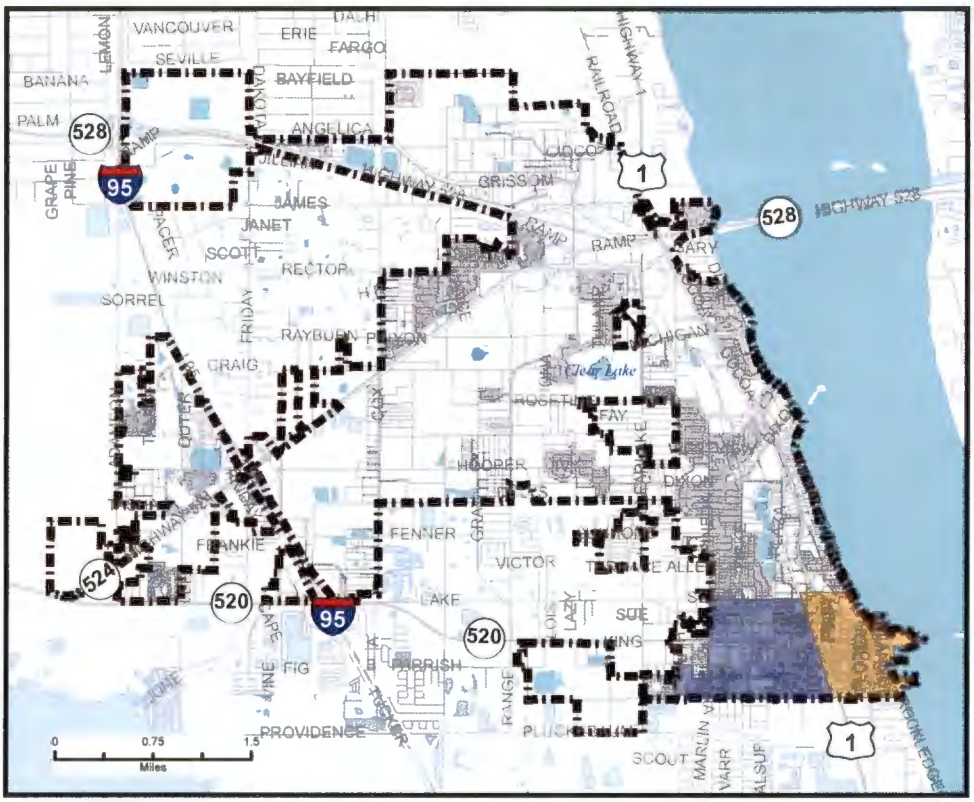
June 20, 2022

2020 Census Tracts
Cocoa City Boundary

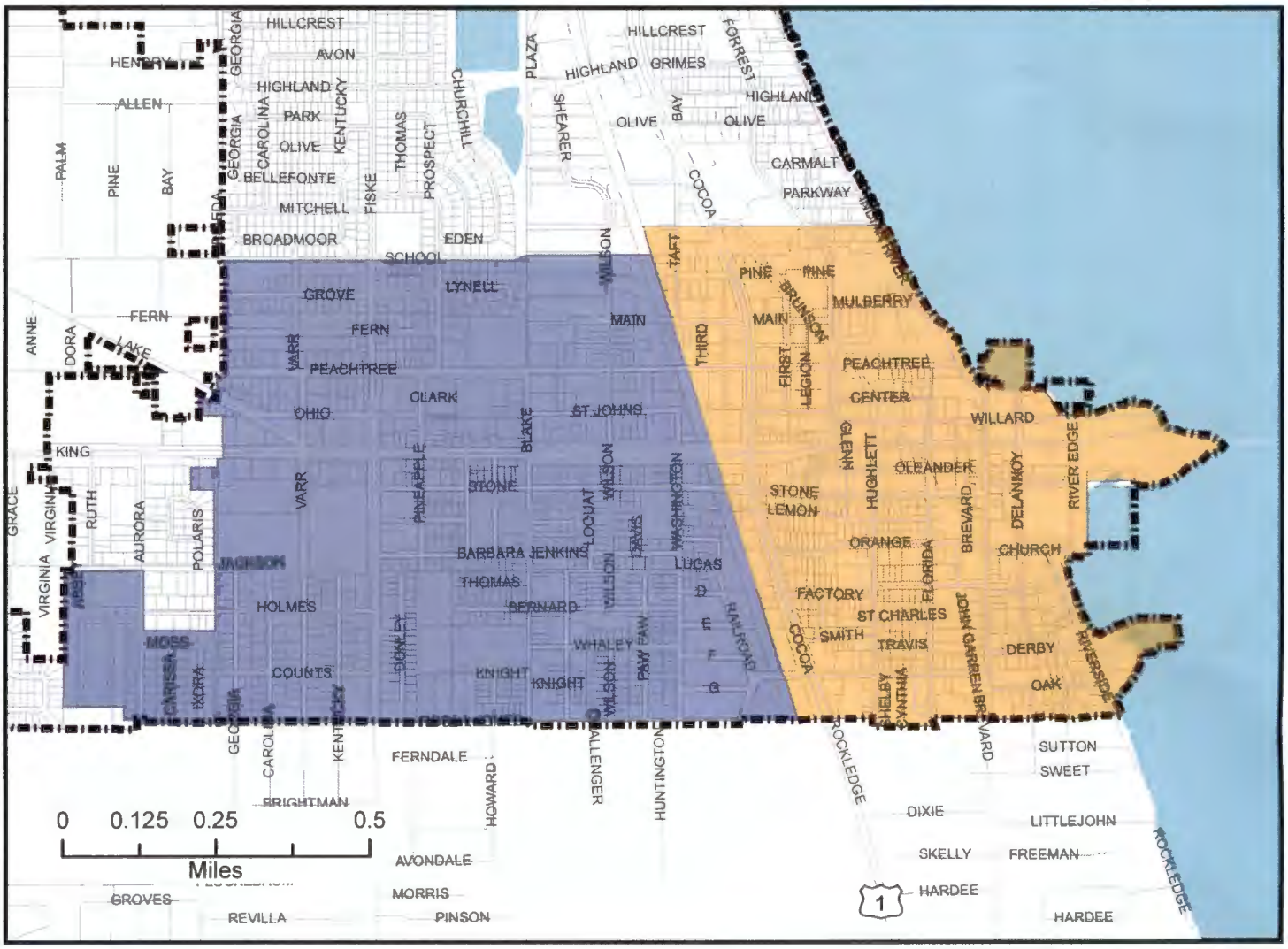
Tract

- 062112
- 062113
- 062115
- 062301
- 062302
- 062401
- 062402
- 062500
- 062600
- 062800
- 062900
- 069700
- 069907
- 071205
- 071500
- 071601
- 071602

City of Cocoa Community Redevelopment Areas (CRA) Sept. 24, 2020



Cocoa CRA
Diamond Square CRA
City Parcels
Waterbodies
City of Cocoa



This map was compiled from Geographic Information Services and does not reflect an actual survey. It is intended for reference purposes only. © 2020 ae

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:
07/12/2022	B-22-MC-120003

5a. Federal Entity Identifier:	5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:	City of Cocoa

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. UEI:
59-6000292	079195608000

d. Address:

* Street1:	65 Stone Street
Street2:	
* City:	Cocoa
County/Parish:	Brevard
* State:	FL: Florida
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	32922-7982

e. Organizational Unit:

Department Name:	Division Name:
Community Services	Housing&Neighborhood Services

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	Mrs.	* First Name:	Charlene
Middle Name:			
* Last Name:	Neuterman		
Suffix:			

Title:	Community Services Director
Organizational Affiliation:	City of Cocoa

* Telephone Number:	321-433-8509	Fax Number:	
* Email:	cneuterman@cocoafl.gov		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

City of Cocoa

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant (CDBG) Entitlement Grant

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

This CDBG application includes administration, fair housing testing, training & outreach, public services, public facilities and improvements, payment of section 108 loan.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 15 * b. Program/Project: 155555

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2022 * b. End Date: 09/30/2023

18. Estimated Funding ($):

* a. Federal	155,644.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	155,644.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Michael

Middle Name: Cavis

* Last Name: Blake

Suffix:

* Title: Mayor

* Telephone Number: 321-433-8488 Fax Number: 3214338498

* Email: mblake@cocoafl.gov

* Signature of Authorized Representative: * Date Signed: 07/12/2022

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Cocoa	07/12/2022

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

_____ _____

Signature of Authorized Official Date

_____

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____[a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature of Authorized Official Date

_____

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Public Comments for 2022-2027 Consolidated Plan & 2022-2023 Action Plan

Kristin Lortie- I request the following feedback to be included as a public comment for the Action Plan and the 5-Year Consolidated Plan during the current public input period:

1. The City of Cocoa requiring fees for access to public records in relation to the CDBG and HOME funding allocation process reduces transparency, and creates public distrust in the integrity of the funding process;
2. Citizen access to review of background materials for the public funding, should be provided and encouraged, and without cost to citizens;
3. If the city's application is so intertwined as to require 8-hours of staff time to redact exempt information, and to re-copy the non-exempt information for public inspection, suggest that improvements be made to the application so that the exempt material is easier to separate from non-exempt material in future application cycles;
4. All citizen input provided as a part of the hearing should be expressly included for consideration by council as a part of that hearing.

Ryan Browne- While this information is important, it is difficult for a non-professional to digest and understand - let alone be able to take action or form an opinion about - the issues.
The jist is we are woefully short of the monies we need to make a significant difference in the lives of our poor folks.Some kind of visual communication (like a PowerPoint) might be a better medium to use to give a summary of what is being communicated.Just some thoughts to help you out!

Verna Hughes- If not already in the plan or being handled, incorporate life skills in school programs and training programs such as financial, balancing a budget, handyman skills as well as resume and interviewing skills and work dress. A building or room where work dress item could be denotated for interviews. In Mobile ALA a section of the city was purchased by the city and the houses sold for $1 with the condition that the house be renovated and brought up to current codes, is something like this possible to bring back sections of our city.

Meredith Lidstone- I want to see a park in my neighborhood.
I want you to stop ignoring my neighborhood, as you have done since its inception in the mid-1950s. I would like to see you address the cracked and unstable sidewalks.
I would like to see you do something about the stormwater enings which are large enough for a small child to crawl into. I would like to see you put in traffic enhancements to slow down the incessant speeding and recklesss driving. I would like for you to stop ignoring Cocoa Hills. My councilman does a fine job of ignoring it by himself and he does not need your help.
My taxes and those of my neighbors, however, go to you people. Spend them in MY neighborhood, instead of spending them on splash pads west of town and overpriced toilets to be placed in parks that already exist within neighborhoods where there are literally hundreds of toilets within walking distance. In shorts, stop favoring certain parts of the city while continuing your decades-long neglect of others.

Public Comment Feedback on Public Engagement for 2021 Survey Responses: Overall Public Engagement:

Low Meeting Attendance: There was low community attendance on November 3rd, with less than 10 attendees participating in the November 3rd meeting at Endeavour Elementary School and about 16 on Thursday November 4th. Acceptable Comment.
Low Survey Responses: It was stated at the 11/3 meeting that there were only 50-60 survey responses for the 2021 survey campaign, in a city of over 19,000 residents. Acceptable Comment. We have had an increase in surveys which is what the public meetings were meant to do. Final results go to Council, December 14.
The following are suggestions for increasing public engagement.

Outreach Efforts for Public Engagement:

While the city announced 11/3 and 11/4 events on their social media, the low attendance and participation indicate there may be opportunities to adjust the recent public messaging outreach, and to ask whether the current messaging outreach methods are connecting with local residents to encourage our participation; Acceptable Comment. We also placed ads in Florida Today and the Ebony Newspaper to capture minorities in low income neighborhoods. Additionally, Staff reached out to and is working with Resource Center for Disabilities Solutions to capture surveys and comments from the 90 clients they serve in Cocoa. The City also had flyers posted and sent to Churches, Schools, and the Community Center. We had stakeholder meetings virtually and the flyers along with the surveys were sent by email to agencies and organizations in Cocoa. Staff visited 5 sites to get the word out with flyers for both meetings and surveys. (Endeavour Elementary, Cambridge Elementary, Pillar of Hope Academy, Church of God Florida State Offices, Spanish Speaking Church on Clearlake Road Iglesia De Dios Pentecostal Moviemineto Internacional, Inc.)
The residents that did attend the 11/3 meeting stated that they were definitely going to encourage greater participation at the 11/4 session; Acceptable Comment. As early as 11/18/21 at 11:30, we had a representative from PAL come in for more survey copies.
This feedback indicates that residents who understand what is being offered by the event are more apt to encourage others to participate. Acceptable Comment.

The more that residents understand that our individual feedback leads to community funding dollar decisions, resident participation may likely increase; Acceptable Comment.

I did review both the Q3 and the Q4 City of Cocoa FYI newsletters, and do not see these events referenced or promoted in either newsletter; Acceptable Comment. As addressed in the 11/4 meeting, the AD was for rental and mortgage assistance.
For future consolidated plan updates, this community participation initiative should be referenced in both the Q3 and Q4 newsletters to encourage greater public participation. Acceptable Comment. We are working with the other departments in the City to better collaborate the dates.

To increase public participation, an individual mailing could be sent out to residents with clear and simple explanations as to why and how citizens can and should participate, and that their input directly influences funding decisions; Acceptable Comment, budget constraints do not allow for individual mailings.
It should be identified in all messaging, and in simple language, that resident participation is directly related to public spending (see sample below); Acceptable Comment. During the Census Participation

efforts last year, City Staff addressed this message repeatedly. In both Spanish and English languages.

2016-2020 Engagement data:

The 2016-2020 Consolidated plan included only 6 written public comments (see page 5 of this plan). Acceptable Comment.
While there were 8,000 Brevard county responses, I did a scan of the consolidated plan and I did not see a reference as to how many surveys were returned from City of Cocoa residents for this study. Acceptable Comment, results will go before Council for the December meeting.

The number of Cocoa survey responses should be included in the upcoming 2022 plan with the summary statements. Acceptable Comment.

Has the City of Cocoa reached out to the other 4 consortium members to inquire as to which engagement strategies were most effective for them? Yes. We are consistently in communication with our partners and frequently discuss our efforts.

On 2021 Survey Forms:

The current 2021 paper survey does not have a place that invites participants to provide written narrative comments; Acceptable Comment. Staff will be meeting to update our Survey in 2026.

The current 2021 online survey does not currently permit participants to provide written narrative comments; Acceptable Comment. Staff will be meeting to update our Survey in 2026.

No deadline dates are currently noted on the paper or online surveys and should be referenced; Acceptable Comment. Staff will be meeting to update our Survey in 2026.

Both 2021 surveys (online and paper) should be updated to include referenced areas for written comments, and with a date that the response is required by; Acceptable Comment. However, due to time constraints and needing the time to calculate the findings and comments for Council, we have told attendees at the meeting to write in the comments. As well as when we pass out paper surveys. You may wish to ask where the respondee found out about the survey from (multiple choice) to help identify sources that are especially helpful? Acceptable Comment. Staff will be meeting to update our Survey in 2026.
The current survey form does not request any priority of importance from a survey respondee, so if a respondee places a "4" in 10 different categories, there is no data collected on where the respondee would prioritize the funding between those 10 categories; Acceptable Comment. Staff will be meeting to update our Survey in 2026.
Survey should be re-visited for ease-of-use factor, as it's currently simply a list of various categorized needs. Acceptable Comment. Staff will be meeting to update our Survey in 2026.

Additional Resources helpful to public engagement and informed participation: (This is out of Housing Staff scope of work, but could be discussed for future efforts with other departments)

Below is a sample of what I posted in the Cocoa Cares Facebook Group. While the content is similar to the city invitation content, the banner-like simple style may be helpful and mixes up the city color scheme (which is neutral and not very attention-grabbing);

A brief 5-10 minute recorded presentation could be very helpful to residents that are unaware of this program, and should clearly state that resident survey response feedback directly impacts the distribution of funding dollars;
A longer recorded presentation could also be helpful so that attendees do not have to attend the meetings in person to receive useful information;

Any easy to read background information that could help a respondee to provide a more informed survey response could be helpful to myself and to other residents;

I did post a comment question on the city's Facebook page under the first Facebook meeting notice, to request where more information could be found on this topic, and did not receive a response

Responding to my posting with a link to the 2016-2021 5-year consolidated plan would have helped me become more informed.
The above comments are requested to become a part of the "Summary of Public Comments" presented in the upcoming consolidated plan. (Kristin Lortie, Email 11/12/21)

Disability Park for Kids with Special Need (Rose Flowers, Survey 11/17/21)

Transportation Services Note 1- County has a great program "Volunteers in Motion" that can meet this need (Gregg Stoll, Survey 10/27/21)

Legislation Details (With Text)

File #:	22-348	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	6/8/2022			**In control:**	City Council
On agenda:	7/12/2022			**Final action:**	
Title:	Consider the Donation Application for Cocoa Youth Athletics Corporation in the amount of $1,000. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa Youth Athletics Corp application packet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 8, 2022
Agenda Date: July 12, 2022
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Donation Application for Cocoa Youth Athletics Corporation in the amount of $1,000.

BACKGROUND:

Cocoa Youth Athletics Corporation submitted a donation application request via email to the City Clerk's office on May 19, 2022. The project that they are requesting funding for is "Building a Tiger; One Touchdown at a Time!". The application was complete upon receipt along with all of the required documentation.

Cocoa Youth Athletics plans to serve 200-300 participants during their upcoming season, with the majority of children being from the City of Cocoa. These funds help to provide scholarships to 25-50 under privileged youth in the program, and to suit each of them with new equipment and uniforms. They are also expecting an increase in participation in the next three to four months as registration opens for their upcoming season.

This program provides the youth of Cocoa an opportunity to learn the skills of football and cheer, to reconnect with youth in this pandemic environment, provides children with an outlet for physical activity to help with their health and mental situations, and promotes teamwork and good sportsmanship. The program also works to meet the needs of not only the youth but also the needs of their community, as they volunteer with churches, host parties for senior citizens and by promoting service over self.

Cocoa Youth Athletics Corporation has received a donation from the City of Cocoa in 2019, 2020, and 2021, all in the amount of $1,000. All After Action Statements have been received for prior donations as well.

Each fiscal year, each City Council member is allotted $1,000 and can choose whether or not to donate any of their portions to applicants. It is suggested that if each member wishes to contribute, each would be using $200 of their allotment, leaving each member a balance of $800. This is the first donation request this fiscal year.

The donation application packet is attached for your review.

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

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

Amount Requested	$1,000
Account Number	001-1000-511.48-00
Account Name	Promotional Activities

PREVIOUS ACTION:

City Council approved a donation in the amount of $1,000 to Cocoa Youth Athletics Corporation at Regular City Council meetings held on March 13, 2019; March 11, 2020; and April 13, 2021.

RECOMMENDED MOTION:

Consider the Donation Application for Cocoa Youth Athletics Corporation in the amount of $1,000.

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SUBMITTAL CHECKLIST

Please make sure that all requested information below is accompaning the application.

Organization Name: Cocoa Youth Athletics Corporation

Project Name: Building a Tiger; One touchdown at a time!

		YES	NO
1	Completed Application	X	
2	Exhibit A - IRS Letter of Non-Profit Determination Or State of FL Non-Profit Designation	X	
3	Exhibit B - Income/Expense Report (Last Filed Federal 990 or 990EZ will be accepted in lieu of)	X	
4	Exhibit C - Project Objectives	X	
5	Exhibit D - Use Of Funds Statement	X	

Please send original application with requested attachments to:

City of Cocoa
Carie Shealy, City Clerk
65 Stone Street
Cocoa, Florida 32922

These must be post marked no later than *60 days prior to the event.*

If you have any questions, please call City Hall at 433-8484 . Thank You.

RECEIVED
Office of the City Clerk
MAY 19 2022
Time: 08

65 Stone Street
Cocoa, Florida 32922

DONATION APPLICATION

PART I: GENERAL INFORMATION

APPLICANT INFORMATION:

APPLICANT NAME: Cocoa Youth Athletics Corporation

FEDERAL ID #: 85-8017614722c-1

Please attach IRS Determination Letter as support documentation Exhibit A.

ADDRESS: P.O. Box 236752 (Stradley Park, 1881 Rosetine St., Cocoa, Fl)

CITY/STATE: Cocoa Fl **ZIP:** 32922

CONTACT PERSON: Alicia Phillips **TITLE:** Secretary

Contact person will be in direct contact with the City and responsible for administering the grant if awarded.

TELEPHONE #: (321) 208-6458 **FAX #:**

EMAIL ADDRESS: cyeaop@gmail.com

FINANCIAL: Provide budget information for your organization by completing the attached Income/Expense Report as Exhibit B or last filed IRS 990 or 990EZ will be accepted in lieu of this financial report.

CURRENT OPERATING BUDGET: $2,000

PROJECT INFORMATION:

NAME OF PROJECT: Building Tiger Nation

TOTAL PROJECT COST: $ 1000.00

Neither monetary nor in-kind may exceed $1,000

AMOUNT OF MONETARY REQUEST: $ 1000.00

AMOUNT OF IN-KIND REQUEST: $ 1000.00

COUNCIL DISTRICT: [X] CITYWIDE [X] DISTRICT 1 [X] DISTRICT 2 [X] DISTRICT 3 [X] DISTRICT 4

For more information please go to our official City web site at www.cocoafl.org

ANTICIPATED PARTICIPANTS TO BE SERVED: 200-300

 # OF COCOA RESIDENTS TO BE SERVED: 200-300 (20 POINTS)

NEW PROGRAM?: [ ] YES [X] NO (10 POINTS)

EXPANDED PROGRAM?: [X] YES [ ] NO

PART II: EVALUATION CRITERIA

PROJECT IMPACT:

1. Please describe in detail, the proposed project objectives. Why is this project needed? Some of the issues the applicant may wish to address include, but are not limited to:
   - How quality of life for Cocoa residents will be enhanced;
   - Who will be served (children, seniors, families, and/or the disabled, etc.);
   - How the project is unique to the Cocoa community;
   - How the project meets an unmet need in the community;
   - Educational and informational benefits.

   Please limit response to one typed page and attach as Exhibit C. (UP TO 50 POINTS)

2. Will any Cocoa residents be involved in the selecting, planning, and/or implementation of the proposed project? Yes X No_____ If yes, briefly describe. (10 POINTS)

The program includes residents in the City of Cocoa and in the County area of Cocoa. Residents will help organize and supervise youth during practices and games. Residents assist in planning practice set up, uniform sizing, concession planning etc.

3. Briefly describe your organization's experience and ability to deliver the project as proposed and timeline for completion. (UP TO 20 POINTS)

This past year, we were able to have about 200-250 youth participate in our program. We were able to offer 25-50 scholarships to under privilege youth and suit each of them with new equipment and uniforms. We are expecting an increase in participation within the next 3 to 4 months as registration opens for the new season. The project will close at the end of September 2022.

USE OF FUNDS: Complete Exhibit E. - Use Of Funds Statement describing type of funds requested (monetary and/or in-kind services), types of in-kind services required (dates and times); how requested monetary funds are to be used for the program/event, including costs, potential vendor and a general description of the proposed purchases.

NOTE: Upon completion of the event, an After Action Statement, Materials Purchase Schedule, and supporting documentation must be submitted to confirm use of City funds and services provided. Failure to do so, will result in denial of future requests.

Remember that all expenditures of grant funds will need to be accounted for by supplying copies of sales receipts, cancelled checks, and/or invoices to the City.

I hereby certify that the information provided in this application is true and accurate, and I have the authority to apply for this donation on behalf of the organization.

Antonio R. Williams, Sr, President — **Signature of Authorized Representative**

May 19, 2022 — **Date**

Exhibit B
INCOME/EXPENSE REPORT

Please provide the following information for your most current completed fiscal year.
This report must be submitted with Application Request For Funding.

Organization Name: Cocoa Youth Athletics Corporation
Fiscal Period: 01/01-2022 - 12/31/2022

INCOME	AMOUNT
Support	
Govt. grants	
Foundations	$
Corporations	$
United Way	$
Individual contributions	$
Fundraising efforts	$1500.00
Membership income	$
In-Kind support	$
Investment income	$
Other (specify	$
	$
	$
Revenue	
Govt. contracts	$
Earned Income	$
Other (specify)	$
	$
TOTAL INCOME	$ 1500.00

EXPENSES	AMOUNT
Salaries and wages	$
Insurance and Benefits	$ 475.00
Professional fees	$ 500.00
Fundraising costs	$ 500.00
Travel	$
Equipment	$5000.00
Printing fees	$
Telephone/Utilities	$ 1020.00
Postage	$
Rent	$
In-Kind expenses	$
Depreciation	$
Other (specify)	$
	$
TOTAL EXPENSES	$ 7495.00

Last Filed Federal 990 or 990EZ Form will be accepted in lieu of the above Income/Expense Report.

EXHIBIT C

1. Objectives of this project:
    a. Give youth the opportunity to learn the skills of football and cheer.
    b. To reconnect youth in this pandemic environment.
    c. To provide children with an outlet for physical activity to help with their health and mental situations.
    d. To promote teamwork and good sportsmanship.
2. This project is needed as the youth of our community need a place and outlet to be kids and have fun again!
3. We serve all kids majority are from the City of Cocoa, but we serve youth from all of Brevard County.
4. Our program works to meet the needs of not only our youth, but also the needs of our community. We volunteer with churches, we host parties for the senior citizens, we promote service over self.

Exhibit D

City of Cocoa
Use of Funds Statement
(To be submitted with Donation Application)

Date: 05/19/2022

Project Dates: 01/01/2022 - 12/31/2022

Organization: Cocoa Youth Athletics Corporation

Project: Building a Tiger; One touchdown at a time!

1.) Please list the in-kind services requested from the City, along with the dates and times required: Volunteering a few hours of time to help at the field on game days or practices.

2.) Please list the amount of monetary funds requested from the City, describing how the requested funds are to be used, including individual costs, potential vendors, and a general descripti on of the purposed purchases:

We are requesting $1000 in monetary funds to give 25-50 scholarships for under privileged youth within out program.

Registration costs are $100-$125 per participant which includes a new uniform, full set of equipment, helmet, shoulder pads and practice pads.

All equipment will be purchased through Riddell, Academy, ASA or Dick's Sporting goods.

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Alicia Phillips — **Project Administrator**

05/19/22 — **Date**

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Natalya Chapple, Treasurer — **Project Financial Officer**

05/19/22 — **Date**

Approved 04/06

City of Cocoa

Material Purchases Schedule

To be attached when utilizing City of Cocoa funds to purchase or rent materials

Submit with the After Action Statement

Date: 05/19/22

Grantee: Cocoa Youth Athletics Corporation Project: Building a Tiger; One touchdown at a time!

Vendor Name	Vendor Invoice #	Check # and Date	Project Cost	General Description
05/19/22			$9,000	Uniforms & Equipment

TOTAL $ 9,000

Certification: I hereby certify that the purchases noted above were used in accomplishing the project.

x: Alicia Phillips 05/09/22

Project Administrator Date

Certification: I hereby certify that the attached documents such as, canceled checks, sales receipts, and invoices support the funded project.

x: Netalya Chapple 05/09/22

Project Financial Officer Date

City of Cocoa
After Action Statement
(To be submitted after completion of project/event)

Date: 5/09/22 **Project Dates:** 01/01/2021 - 12/ 31/21

Organization: Cocoa Youth Athletics Corporation **Project:** Building Tiger Nation

1.) **Provide a follow-up to the event, including a description and success of the activity, attendance, etc:** With a limited 2021 season, we were able to register and purchase 75 additional uniforms and equipment. 4 of our 5 teams ended up winning the Central Florida Youth Football & Cheer League Superbowl All four teams received an invitation to the AYF National Tournament held in Orlando, Fl **O**ur 14U team won the AYF Regional Championship and went on to represent Cocoa in the National Championship

2.) **Were the Cocoa provided monetary funds and/or in-kind services helpful?** The funds provided were very helpful as it gave kids an outlet to be kids and have fun during a pandemic. Without these funds, we would not have been able to offer any scholarships.

3.) Additional Comments:

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Alicia Phillips — Project Administrator — 05/09/22 — Date

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Natalya Chapado, Treasurer — Project Financial Officer — 05/09/22 — Date

Attach any back up documentation, pictures, newspaper stories, etc.

SCORING CHECKLIST FOR GRANT APPLICATIONS

Organization: Cocoa Youth Athletics Corporation Project Name: Building a Tiger; One Touchdown at a Time

		SCORE
1. New or expanded program for the organization? If Yes, the applicant receives **10 points.**	Yes [✓] No [ ]	10
2. How many Cocoa residents will be served with this project? Applicant can receive up to **20 points** in this section. Majority of recipients = **20 points;** Half of recipients served = **10 points.**	Number [200-300]	20
3. Were Cocoa volunteer residents used in the implementation of this project? If yes, the applicant receives **10 points.**	Yes [✓] No [ ]	10
4. What impact will this project have on the community? The following will be considered: Enhances quality of life for Cocoa residents. Programs for children, seniors, families, and/or disabled. Unique to the Cocoa community Fills an unmet need in the Cocoa community Has record of community support Educational and informational benefits Applicant may receive up to **50 points** in this section		50
5. Has the applicant demonstrated the ability to execute their proposed project? Applicant may receive up to **20 points** in this section.	Yes [✓] No [ ]	20

6. COMMENTS:

This application meets all qualifications of the donation policy. They also received $1,000 donations in 2019, 2020, and 2021.

Total Score 110

Minimum threshold met?: Yes [✓] No [ ]

Forwarded to City Attorney for review: Yes [✓] No [ ] Date: 6/8/2022

Meets municipal purpose?: Yes [✓] No [ ]

City Council: _____ **Approved:** Yes [ ] No [ ]

Approved 04/06

Legislation Details (With Text)

File #:	22-388	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Council Busines
File created:	6/29/2022			**In control:**	City Council
On agenda:	7/12/2022			**Final action:**	
Title:	Approve Resolution 2022-56 amending the City of Cocoa Speed Hump Policy. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Speed Hump Resolution 2022-056.pdf Speed Hump Policy and Petition Form August 2011.pdf Speed Hump Policy and Petition Form July 2022.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 29, 2022
Agenda Date: July 12, 2022
Prepared By: Bryant Smith III, P.E., CFM - Public Works Director / City Engineer
Through: Stockton Whitten, City Manager
Requested Action:
Approve Resolution 2022-56 amending the City of Cocoa Speed Hump Policy.

BACKGROUND:

At the May 24, 2022, City Council Meeting, the City Council directed staff to amend the existing City of Cocoa Speed Hump Policy that was originally adopted in August of 2011. The proposed amendments to the policy include changing the petition requirements from property owners to property owners and/or residents. The proposed changes include stipulations if a property owner and resident respond to the petition. The property owner will be provided 60 days to provide a response to the Public Works Department regarding the proposal, prior to the request being presented to the City Council for consideration. In the event that a property owner and resident have conflicting support, the property owner's opinion will be considered and the resident's opinion will be removed from the petition. The proposed changes also include reducing the minimum spacing from an intersection from 200 feet to 150 feet or at the midblock. The general process for this policy is outlined below:

- Designated Representative submits a written request and valid petition to Public Works requesting speed humps or other traffic calming devices.
- Public Works reviews the area of concern and performs the necessary traffic collection and analysis.

- If speed humps or other traffic calming devices are warranted, Public Works will review the petition to determine which petitioners are residents or owners. Public Works will also verify that only one petitioner per address has been submitted.
- At addresses where the petitioner does not match the owner, as listed on the Brevard County Property Appraiser's website, the City will send a certified letter through the United States Postal Service to the property owner.
- The property owner will have 60 days to respond to the letter, by mail to the Public Works Department.
- The property owner will provide a response of either "Support" or "Do Not Support" the installation of speed humps or other traffic calming devices within the area of concern, as provided by the Designated Representative.
- If the property owner does not support the installation, that particular address will be removed from the petition to install devices in the area of concern.
- If the 70% requirement is still met, Staff will proceed with bringing this request to the City Council. If it is not met, the Designated Representative will be notified of the results.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None.

PREVIOUS ACTION:

At the May 24, 2022, City Council Meeting, Council directed staff to amend the Speed Hump Policy.

RECOMMENDED MOTION:

Approve Resolution 2022-56 amending the City of Cocoa Speed Hump Policy.

RESOLUTION NO. 2022-056

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, APPROVING A POLICY RELATED TO THE INSTALLATION OF SPEED HUMPS AND OTHER TRAFFIC CALMING DEVICES REQUESTED BY CITIZENS AS DEFINED HEREIN; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Citizens of the City of Cocoa occasionally request Speed Humps to be installed on streets owned and maintained by the City of Cocoa; and

WHEREAS, Speed Humps are not always the most effective or economical way to deter speeding and may reduce response time to emergency service providers; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to adopt and amend as needed a policy to address citizen requests for the installation of Speed Humps and other Traffic Calming measures.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. The Speed Hump Policy dated July 2022 shall be adopted as the official policy of the City of Cocoa and shall be applied when citizens request speed humps or other traffic calming measures.

SECTION 2. 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 12th day of July 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa, FL - Speed Hump Policy August 2011

DEFINITIONS:

This policy shall apply to requests made by citizens for Speed Humps and other Traffic Calming Devices.

A. A SPEED HUMP is a rounded raised area of pavement typically 12 to 14 feet in length and often placed in a series 300 to 600 feet apart across all lanes of traffic.

B. A SPEED CUSHION is a modified SPEED HUMP with an un-raised path for fire trucks and ambulances through the hump.

C. A TRAFFIC CALMING DEVICE is an alternate method of slowing traffic and may consist of vertical or horizontal alignment changes, or narrowing of the roadway.

The following are minimum requirements for the installation of Speed Humps or Speed Cushions:

1. SPEED HUMPS or SPEED CUSHIONS may be permitted on local residential streets only if at least two of the four following minimum justifications are met:

A. The 85th percentile speed of traffic exceeds the posted speed limit by more than 2 mph, or

B. The 95th percentile speed of traffic is greater than 35 mph, or

C. The 24-hour two-way traffic volume is greater than 500 vehicles per day, or

D. Cut-through traffic observed from outside of the local neighborhood comprises more than 50% of the traffic during the peak hour of the day.

2. SPEED HUMPS or SPEED CUSHIONS will be considered by city staff on a case-by-case basis on city-owned commercial or "collector" streets with less than 2,500 vehicles per day.

3. SPEED HUMPS or SPEED CUSHIONS will not be permitted on "arterial" streets.

4. SPEED HUMPS or SPEED CUSHIONS will not be installed at any location unless 70% or more of the property owners within 500 feet of the proposed device(s) measured along the centerline of the street in each direction request installation in writing. A petition of support must be submitted with the request.

5. SPEED HUMPS or SPEED CUSHIONS will not be installed closer than 200 feet to an intersection, nor less than 300 feet apart.

6. SPEED HUMPS or SPEED CUSHIONS must be deemed minimally acceptable and may be installed at locations approved by the Fire and Police Departments only after concerns over response time and vehicle damage have been evaluated.

Traffic data will be collected by city personnel using city equipment after receipt of a written request and a valid petition. In the event that a requested location does not meet the minimum requirements as stated above, the request will be administratively denied in writing, to the designated representative with the reason for not meeting the required justifications. Staff may propose an alternate Traffic Calming Device. Subsequent requests for the same street or location will not be considered for a minimum of one year. If the installation does not meet at least two of the minimum requirements, the installation may be considered for approval by City Council if the requestor agrees to fully fund the installation.

The City of Cocoa Fire Department, Police Department, and Public Works Department must review and administratively approve all requests for SPEED HUMPS, SPEED CUSHIONS or TRAFFIC CALMING measures before being presented to the City Council. The city Council shall have the right to approve or deny the request at its discretion based on the minimum requirements set forth herein and any other factors relevant to the public health safety and welfare.

The streets division may allocate a portion of its annual budget for speed humps. The amount will be approved as a part of the annual budget process. If a project is recommended for approval by City staff and approved by the City Council, the City will determine financing of the construction. If all city funds have already been allocated, the request may either be funded by the requestor, or will be placed on a waiting list until funds become available in order of approval date. At the time the street is repaved, SPEED HUMPS or SPEED CUSHIONS may or may not be replaced at the city's sole option. If they are not replaced, justifications for replacement must be met using the above procedures.

Policy Adopted by City Council on: _____

Speed Hump or Speed Cushion Request Petition Form

Designated Representative:_____
Phone Number or email address:_____
Location to be evaluated:_____

We, the undersigned, own property at the address indicated below. It is our desire for the City of Cocoa to install speed humps, speed cushions or other traffic calming devices on my street within 500 feet of my address. We understand that the city will investigate and render a decision to the Designated Representative in accordance with the approved policy.

Property Owner (Please Print)	**Street Address**	**Signature**	**Date**

Public Works Department
155 N. Wilson Ave • Cocoa, FL 32922
PHONE: (321) 433-8770

CITY OF COCOA

SPEED HUMP POLICY

As approved by the Cocoa City Council on July 12, 2022

Definitions:

This policy shall apply to requests made by citizens for Speed Humps and other Traffic Calming Devices.

A. A Speed Hump is a rounded raised area of pavement typically 12 to 14 feet in length and often placed in a series 300 to 600 feet apart across all lanes of traffic.

B. A Speed Cushion is a modified Speed Hump with an un-raised path for fire trucks and ambulances through the hump.

C. A Traffic Calming Device is an alternate method of slowing traffic and may consist of vertical or horizontal alignment changes, or narrowing of the roadway.

<u>The following are minimum requirements for the installation of Speed Humps or Speed Cushions:</u>

1. Speed Humps or Speed Cushions may be permitted on local residential streets only if at least two of the four following minimum justifications are met:
    A. The 85th percentile speed of traffic exceeds the posted speed limit by more than 2 mph, or
    B. The 95th percentile speed of traffic is greater than 35 mph, or
    C. The 24-hour two-way traffic volume is greater than 500 vehicles per day, or
    D. Cut-through traffic observed from outside of the local neighborhood comprises more than 50% of the traffic during the peak hour of the day.

2. Speed Humps or Speed Cushions will be considered by city staff on a case-by-case basis on city-owned commercial or “collector” streets with less than 2,500 vehicles per day.
3. Speed Humps or Speed Cushions will not be permitted on “arterial” streets.
4. Speed Humps or Speed Cushions will not be installed at any location unless 70% or more of the property owners and/or residents within the affected area, as determined by the Public Works Department, of the proposed device(s) measured along the centerline of the street in each direction, request installation in writing. A petition of support must be submitted with the request. One signature will be accepted per address. If both an owner and resident that is renting the property submit conflicting support, the property owner’s opinion will be considered and the renter’s opinion will be removed from the petition. Upon submission of the request, the Public Works Department will send, by certified mail through the United States Postal Service, a letter to the affected property owners, as listed on the Brevard County Property Appraiser’s website. Only responses received by mail, to the Public Works Department, 60 days or less from the postmarked date of the letter will be considered. After the 60-day period has expired, the petition will be recalculated to determine if the 70% or more support criteria have been met.
5. Speed Humps or Speed Cushions will be installed a minimum of 150 feet from an intersection or at the midblock, and not less than 300 feet apart.
6. Speed Humps or Speed Cushions must be deemed minimally acceptable and may be installed at locations approved by the Fire and Police Departments only after concerns over response time and vehicle damage have been evaluated.

Traffic data will be collected by city personnel using city equipment after receipt of a written request and a valid petition. In the event that a request location does not meet the minimum requirements as stated above, the request will be administratively denied in writing, to the designated representative with the reason for not meeting the required justifications. Staff may propose an alternate Traffic Calming Device. Subsequent requests for the same street or location will not be considered for a minimum of one year. If the installation does not meet at least two of the minimum requirements, the installation may be considered for approval by City Council if the requestor agrees to fully fund the installation.

The City of Cocoa Fire Department, Police Department, and Public Works Department must review and administratively approve all requests for Speed Humps, Speed Cushions, or Traffic Calming measures before being presented to the City Council. The City Council shall have the right to approve or deny the request at its discretion and based on the minimum requirements set forth herein and any other factors relevant to the public health safety and welfare.

The Streets Division may allocate a portion of its annual budget for speed humps, speed cushions, or other traffic calming devices or measures. The amount will be approved as part of the annual budget process. If a project is recommended for approval by City Staff and approved by the City Council, the City will determine the financing of the construction. If all City funds have already been allocated, the request may either be funded by the requestor or will be placed on a waiting list until funds become available in order of approval date. At the time the street is repaved, Speed Humps or Speed Cushions may or may not be replaced at the City's sole option. If they are not replaced, justifications for replacement must be met using the above procedures.

Speed Hump or Speed Cushion Request Petition Form

Designated Representative: _____

Phone Number: _____

Email: _____

Location to be evaluated:_____

We, the undersigned, own or reside in the property at the address indicated below. It is our desire for the city of cocoa to install speed humps, speed cushions, or other traffic calming devices on my street within 500 feet of my address. We understand that the City will investigate and render a decision to the Designated Representative in accordance with the approved policy. Only one name shall be recorded per address.

Name (print)	Address	Signature	Date	Owner (yes/no)

Legislation Details (With Text)

File #:	22-327	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	City Business
File created:	5/27/2022			**In control:**	City Council
On agenda:	7/12/2022			**Final action:**	
Title:	Approve Ordinance No. 08-2022/ 1st Reading: To Update Irrigation Conservation Practices to Promote Water Conservation. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance ___-2022 Irrigation ORdinance.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 27, 2022
Agenda Date: July 12, 2022
Prepared By: Donald W. Downs, Conservation/Public Relations Officer
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Ordinance No. XX-2022 To Update Irrigation Conservation Practices to Promote Water Conservation

BACKGROUND:

Cocoa’ s current conservation ordinance has been in place since 1994. The St John's River Water Management District (SJRWMD) has revised the irrigation restrictions and Cocoa must update its ordinance to be consist with the SJRWMD. Currently, Cocoa's Irrigation Conservation Ordinance does not include the days that irrigation is allowed under the current irrigation restrictions. The mandatory restrictions specify the time when watering may occur, the amount of water that may be applied, and the days when watering may occur for residential and nonresidential locations. These days depend on whether the address ends in an odd or even number, and on the time of year. To bring Cocoa's code up to date with current, mandatory irrigation restrictions, Cocoa must repeal and replace Chapter 22 - Water and Sewers, Article IV with the proposed ordinance.

Staff recommends approval to update the ordinance to be consistent with the SJRWMD conservation criteria.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	N/A
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested:	None
Account Number:	N/A
Account Name:	N/A

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To Approve Ordinance No. XX-2022 To Update Irrigation Conservation Practices to Promote Water Conservation

ORDINANCE NO. 08-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 22 – WATER AND SEWERS, ARTICLE VI. – IRRIGATION CONSERVATION TO PROMOTE WATER CONSERVATION THROUGH THE MORE EFFICIENT USE OF LANDSCAPE IRRIGATION; 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 St. Johns River Water Management District has responsibility and exclusive authority under Chapter 373, Florida Statutes, for regulating the consumptive use of water; and

WHEREAS, the St. Johns River Water Management District has amended Rule 40C-2.042, F.A.C., its General Consumptive Use Permit by Rule that regulates small irrigation uses below consumptive use permit thresholds in Rule 40C-2.041(1), F.A.C.; and

WHEREAS, Rule 40C-2.042(2)(a), F.A.C., grants a general permit to each person located within the District to use, withdraw or divert water for small landscape irrigation uses, provided that irrigation occurs in accordance with Sections 3 and 5, subject to the exceptions set forth in Section 4; and

WHEREAS, Rule 40C-2.042, F.A.C., applies to landscape irrigation regardless of whether the water comes from ground or surface water, from a private well or pump, or from a public or private utility; and

WHEREAS, Rule 40C-2.042(2)(b), F.A.C., strongly encourages a local government to adopt an ordinance to enforce Rule 40C-2.042(2)(a), F.A.C., within its jurisdiction by adopting a landscape irrigation ordinance that incorporates each of the provisions set forth in Rule 40C-2.042(2)(a), F.A.C.; and

WHEREAS, it is the desire of the City Council of Cocoa to adopt such an ordinance in accordance with 40C-2.042(2)(a) and (b), F.A.C.; 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 22 – Water and Sewers, Article IV. – Irrigation Conservation is hereby repealed and replaced in its entirety as follows (~~strikeout~~ type indicates deletions from the City Code and underlined type indicates additions), while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Chapter 22. It is intended that the text in Chapter 22 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

CHAPTER 22 – WATER AND SEWERS

***

ARTICLE IV. – IRRIGATION CONSERVATION

~~**Sec. 22-271. - Short title; applicability.**~~

~~This article shall be known as the "Cocoa Irrigation Conservation Ordinance."~~

~~**Sec. 22-272. - Purpose.**~~

~~The purpose of this article is to establish a regulatory framework to ensure that water and landscape irrigation conservation will be consistent throughout the City of Cocoa whenever potable water is utilized as the source.~~

~~**Sec. 22-273. - Definitions.**~~

~~The following definitions shall apply within this article:~~

~~*Agriculture*. The growing of farm products including, but not limited to, vegetables, citrus and other fruits, pasture land, sod or nursery stock including, but not limited to, ornamental foliage and greenhouse plants.~~

~~*Code enforcement officer/code inspector*. Any authorized agent or employee of the city whose duty is to ensure compliance with provisions of this article.~~

~~*Impervious*. Land surfaces which do not allow the penetration of water including paved roads, sidewalks, driveways, and parking lots.~~

~~*Irrigation*. The direct application of water by means other than precipitation.~~

~~*Irrigation systems*. Equipment and devices which deliver water to plants being irrigated including, but not limited to, pipelines, control structures, pipes and ditches, pumping stations, emitters, valves and fittings.~~

~~**Sec. 22-274. - Restrictions.**~~

~~(a) Irrigation of any residential, commercial, governmental or industrial landscape areas shall be restricted to the hours of 4:00 p.m. to 10:00 a.m.~~

~~(b) It shall be unlawful to operate or cause the operation of any irrigation system or device in a manner causing water to be wasted including, but not limited to, unnecessary watering of impervious areas other than that which may occur incidental to the proper operation of the primary irrigation system.~~

~~(c) Upon the effective date of this article, new installations utilizing potable water for automatic irrigation systems shall be equipped with a water sensing device which will automatically discontinue irrigation during periods of rainfall.~~

~~**Sec. 22-275. - Exemptions.**~~

~~The following activities shall be exempt from the provisions of this article:~~

~~(1) Landscape irrigation by handwatering using an automatic shutoff nozzle, or by low-volume or micro-irrigation methods such as soaker hoses, drip irrigation, or microjets.~~

~~(2) Landscape irrigation by systems from which the source is treated wastewater effluent.~~

~~(3) The operation of irrigation systems for system repair and maintenance.~~

~~(4) Flushing of water mains required for normal water main clearance and maintenance and for maintenance of water quality; however, where practical, contractors and utilities shall direct flushed water into pervious areas, flush at the minimum rate necessary for cleaning, and disperse the water in such a manner to benefit local vegetation.~~

~~(5) Landscape irrigation for purposes of watering in fungicides, insecticides, herbicides, and fertilizers as required by the manufacturer or by federal or state laws.~~

~~(6) Landscape irrigation for the purpose of watering in newly planted grass and foliage for the first forty-five (45) days after initial installation.~~

~~(7) Irrigation activity for dust emissions required by court or administrative action.~~

~~**Sec. 22-276. - Enforcement.**~~

~~(a) Failure to comply with the requirements of this article shall constitute a violation of a city ordinance, and may be punished as provided by Section 166.0415, Florida Statutes.~~

~~(b) Violations of the provisions of this article may also be punished, pursuant to Section 162.21, Florida Statutes, as a civil infraction with a maximum civil penalty not to exceed five hundred dollars ($500.00).~~

~~(c) Each day in violation of the provisions of this article shall constitute a separate offense.~~

Sec. 22-271. - INTENT AND PURPOSE

It is the intent and purpose of this Article to implement procedures that promote water conservation through the more efficient use of landscape irrigation. This Article shall only apply within the jurisdictional limits of the city of Cocoa.

Sec. 22-272. - DEFINITIONS

For the purpose of this Article the following terms, phrases, words and their derivatives shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural.

(a) "Address" means the house number of a physical location of a specific property.

This includes "rural route" numbers but excludes post office box numbers. If a lot number in a mobile home park or similar community is used by the U.S. Postal Service to determine a delivery location, the lot number shall be the property's address. An "even numbered address" means an address ending in the numbers 0, 2 ,4, 6, 8 or the letters A-M. An "odd numbered address" means an address ending in the numbers 1, 3, 5, 7, 9 or the letters N-Z.

(b) "District" means the St. Johns River Water Management District.

(c) "Person" means any person, firm, partnership, association, corporation, company, or organization of any kind.

(d) "Landscape irrigation" means the outside watering of plants in a landscape such as shrubbery, trees, lawns, grass, ground covers, plants, vines, gardens and other such flora that are situated in such diverse locations as residential areas, public, commercial, and industrial establishments, and public medians and rights-of way. "Landscape irrigation" does not include agricultural crops, nursery plants, cemeteries, golf course greens, tees, fairways, primary roughs, and vegetation associated with intensive recreational areas such as playgrounds, football, baseball and soccer fields.

(e) "Residential landscape irrigation" means the irrigation of landscape associated with any housing unit having sanitary and kitchen facilities designed to accommodate one or more residents, including multiple housing units and mobile homes.

(f) "Non-residential landscape irrigation" means the irrigation of landscape not included within the definition of "residential landscape irrigation," such as that associated with public, commercial and industrial property, including commercial or transient housing units, hotel and motel units, and public medians and rights-of-way.

Sec. 22-273. - RESTRICTIONS

(a) When Daylight Savings Time is in effect, landscape irrigation shall occur only in accordance with the following irrigation schedule:

(1) Residential landscape irrigation at odd numbered addresses or no address may occur only on Wednesday and Saturday and shall not occur between 10:00 a.m. and 4:00 p.m.; and

(2) Residential landscape irrigation at even numbered addresses may occur only on Thursday and Sunday and shall not occur between 10:00 a.m. and 4:00 p.m.; and

(3) Non-residential landscape irrigation may occur only on Tuesday and Friday and shall not occur between 10:00 a.m. and 4:00 p.m.; and

(4) No more than ¾ inch of water may be applied per irrigation zone on each day that irrigation occurs, and in no event shall irrigation occur for more than 1 hour per irrigation zone on each day that irrigation occurs.

(b) When Eastern Standard Time is in effect, landscape irrigation shall occur only in accordance with the following irrigation schedule:

(1) Residential landscape irrigation at odd numbered addresses or no address may occur only on Saturday and shall not occur between 10:00 a.m. and 4:00 p.m.; and

(2) Residential landscape irrigation at even numbered addresses may occur only on Sunday and shall not occur between 10:00 a.m. and 4:00 p.m.; and

(3) Non-residential landscape irrigation may occur only on Tuesday and shall not occur between 10:00 a.m. and 4:00 p.m.; and

(4) No more than ¾ inch of water may be applied per irrigation zone on each day that irrigation occurs, and in no event shall irrigation occur for more than 1 hour per irrigation zone on each day that irrigation occurs.

(c) All landscape irrigation shall be limited to only that necessary to meet landscape needs.

Sec. 22-274 EXCEPTIONS TO THE LANDSCAPE IRRIGATION SCHEDULES

Landscape irrigation shall be subject to the following irrigation schedule exceptions:

(1) Irrigation using a micro-spray, micro-jet, drip or bubbler irrigation system is allowed anytime.

(2) Irrigation of new landscape is allowed at any time of day on any day for the initial 30 days

and every other day for the next 30 days for a total of one 60-day period, provided that the irrigation is limited to the minimum amount necessary for such landscape establishment.

(3) Watering in of chemicals, including insecticides, pesticides, fertilizers, fungicides, and herbicides, when required by law, the manufacturer, or best management practices, is allowed at any time of day on any day within 24 hours of application. Watering in of chemicals shall not exceed ¼ inch of water per

application except as otherwise required by law, the manufacturer, or best management practices.

(4) Irrigation systems may be operated at any time of day on any day for maintenance and repair purposes not to exceed 20 minutes per hour per zone.

(5) Irrigation using a hand-held hose equipped with an automatic shut-off nozzle is allowed at any time of day on any day.

(6) Discharge of water from a water-to-air air-conditioning unit or other water-dependent cooling system is not limited.

(7) The use of water from a reclaimed water system is allowed anytime. For the purpose of this paragraph, a reclaimed water system includes systems in which the primary source is reclaimed water, which may or may not be supplemented from another source during peak demand periods.

(8) The use of recycled water from wet detention treatment ponds for irrigation is allowed anytime provided the ponds are not augmented from any ground or off-site surface water, or public supply sources.

Sec. 22-275. - ADDITIONAL REQUIREMENT

Any person who purchases and installs an automatic landscape irrigation system must properly install, maintain, and operate technology that inhibits or interrupts operation of the system during periods of sufficient moisture.

Sec. 22-276. - VARIANCE FROM SPECIFIC DAY OF THE WEEK LIMITATIONS

A variance from the specific landscape irrigation days or day set forth in Section 22-273 may be granted if strict application of the scheduled days or day would lead to unreasonable or unfair results in particular instances, provided that the applicant demonstrates with particularity that compliance with the scheduled days or day will result in a substantial economic, health or other hardship on the applicant requesting the variance or those served by the applicant. Where a contiguous property is divided into different zones, a variance may be granted hereunder so that each zone may be irrigated on different days or day than other zones of the property. However, in no event shall a variance allow a single zone to be irrigated more than two days per week during Daylight Savings Time or more than one day per week during Eastern Standard Time

Sec. 2-277. - ENFORCEMENT

(a) Failure to comply with the requirements of this article shall constitute a violation of a city ordinance, and may be punished as provided by Chapter 6. Article II – Code Enforcement of the City Code.

(b) Violations of the provisions of this article may also be punished, pursuant to Section 162.21, Florida Statutes, as a civil infraction with a maximum civil penalty not to exceed five hundred dollars ($500.00).

(c) Each day in violation of the provisions of this article shall constitute a separate offense.

Secs. 22-~~277~~ 278—22-279. - Reserved.

***

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 _____, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	22-339	**Version:**	1	**Name:**	Agreement to Purchase Neptune Meters and related equipment from Ferguson Enterprises for FY23
Type:	Resolution			**Status:**	City Business
File created:	6/6/2022			**In control:**	City Council
On agenda:	7/12/2022			**Final action:**	
Title:	Approve an Addendum to extend the Master Agreement For Water Meter and Meter Reading Equipment Purchases with Ferguson Enterprises LLC., Authorize the City Manager to approve a Blanket Purchase Order for Ferguson Enterprises LLC. for up to $1,650,000 and Request Council approval of a Resolution to Waive Competitive Bid with Ferguson Enterprises LLC for the purchase of Neptune water meters and other ancillary hardware required to support meter operations upon the adoption of the FY23 Budget. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Sole Source Resolution -Ferguson.pdf 3rd Amendment Renewal Ferguson Waterworks.pdf Fully Executed_Master Agreement for Water Meter & Meter Reading Equipment Purchases.pdf Sunstate Ownership Change Notice Letter 10-25-21.pdf Ferguson-Sunstate Amendment 001.pdf Ferguson-Sunstate Amendment 002.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 6, 2022
Agenda Date: July 12, 2022
Prepared By: Brian Dale, Purchasing Manager
Through: Rebecca Bowman, CGFO, CGFM, Finance Director
Requested Action:
To Approve an Addendum to extend the Master Agreement For Water Meter and Meter Reading Equipment Purchases with Ferguson Enterprises LLC., Authorize the City Manager to approve a Blanket Purchase Order for Ferguson Enterprises LLC. for up to $1,650,000 and Request Council approval of a Resolution to Waive Competitive Bid with Ferguson Enterprises LLC for the purchase of Neptune water meters and other ancillary hardware required to support meter operations upon the adoption of the FY23 Budget.

BACKGROUND:

The City of Cocoa has purchased Neptune water meters and other ancillary hardware through the Neptune authorized distributor and reseller, Ferguson Enterprises LLC (formerly Sunstate Meter and Supply) since the early 1990's. Water meters are stocked at the warehouse until the Utilities Department withdraws the necessary hardware at which time it is charged to the appropriate repair

and maintenance account.

Replacement of water meters, ancillary equipment and other ancillary hardware is vital to utility water consumption reads and billing that generate revenue for the Utility Fund. The City has standardized the use of Neptune meters and Ferguson Enterprises LLC is the only authorized dealer of Neptune meters in Florida. Staff is requesting approval of a Resolution to Waive Competitive Bid to allow purchases from Ferguson Enterprises LLC throughout FY23. Other meter and ancillary equipment purchases are done utilizing this Exemption to Competitive Bid on separate purchase orders that do not exceed the City Manager's approval authority.

To reduce the amount of purchase orders required for purchase of meters and ancillary equipment throughout the year, the staff is requesting approval to utilize a Blanket Purchase Order through Ferguson Enterprises LLC. for a blanket purchase order amount of up to $1,650,000 for FY23 which is up 10% from the prior year. Pricing under the renewal terms for FY23 have increased due to supply chain and inflationary pressures.

The meters support the City's ability to transition to an automated meter reading program in the future. The Inventory Warehouse issues the meters to the Water Field Operations Division (WFO) as the meters are needed. WFO budgets for meter replacements each year in the Adopted Budget. Should FY23 purchases under the blanket purchase order exceed the amount requested, a change order to add funds will be presented to City Council for additional purchasing authority. Should the cost of the meters issued to WFO from the Inventory Warehouse exceed WFO's approved budget, a Budget Amendment Form will be either approved by the City Manager if within his approval authority) or be brought to City Council for approval. Through use of a Blanket Purchase Order, larger quantities of meters can be ordered at one time, providing administrative and operational efficiencies.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Upon Adoption of the FY23 Budget
If not budgeted, is amendment/transfer attached?	No

Amount Requested	Up to $1,650,000 FY23
Account Number	421-4025-536.46-00
Account Name	Repairs and Maintenance

PREVIOUS ACTION:

On February 13, 1996, the City of Cocoa began purchasing Neptune water meters from authorized distributor and reseller, Sunstate Meter and Supply Inc.

Purchase of the meters from Sunstate Meter and Supply Inc. have been approved by the City Council through use of a piggyback agreement or approval of Exemption to Competitive Purchase in

the years subsequent to 1996.

City Council approved a Master Agreement for Water Meter and Meter Reading Equipment Purchase on October 8, 2020 via agenda item # 20-679 for one year through August 16, 2021 with Sole Source Resolution #2020-217.

On October 13, 2022, City Council approved an extension to the Master Agreement, a Resolution to waive competitive bidding and a Blanket Purchase Order in the amount of $1,500,000 for FY22.

RECOMMENDED MOTION:

To Approve an Addendum to extend the Master Agreement For Water Meter and Meter Reading Equipment Purchases with Ferguson Enterprises LLC., Authorize the City Manager to approve a Blanket Purchase Order for Ferguson Enterprises LLC. for up to $1,650,000 and Request Council approval of a Resolution to Waive Competitive Bid with Ferguson Enterprises LLC for the purchase of Neptune water meters and other ancillary hardware required to support meter operations upon the adoption of the FY23 Budget.

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RESOLUTION NO. 2022-058

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 12th day of July, 2022.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

EXHIBIT "A"

To Resolution No. 2022-058

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the purchase of Water Meter and Meter Reading Equipment from Ferguson Waterworks #3648., 14001 W. Newberry Road, Newberry, FL.

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.

_____

Stockton Whitten
City Manager

AMENDMENT TO PURCHASE AGREEMENT

3rd AMENDMENT
MASTER AGREEMENT FOR WATER METER AND METER READING EQUIPMENT PURCHASES

This THIRD Amendment to the purchase agreement for Master Agreement for Water Meter and Meter Reading Equipment Purchases is made between the **City of Cocoa** and **Ferguson Enterprises, LLC DBA Ferguson Waterworks #751, 7800 Ellis Road, Melbourne, FL 32904-1517.**

The agreement entered on October 13, 2020, is hereby amended to renew for the second of three renewal options available under the original contract for twelve (12) additional months commencing on August 16, 2022, and terminating on August 15, 2023.

The agreement is further amended to accept a product pricing increase attached herein as EXHIBIT A.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Renewal Notice for Contract.

FERGUSON WATERWORKS #3648	**CITY OF COCOA**
By: Jeff Kimbrough	**By:** Michael C. Blake
(Name) Printed	(Name) Printed
Sales Manager	Mayor
(Title)	(Title)
6/6/22	
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing Manager

EXHIBIT A
PRODUCT PRICING
AUG. 16 2022 to AUG. 15, 2023

	A	B	C	D
1				
2			**CITY OF COCOA, FL.**	
3			**Ferguson Waterworks - Master Agreement for Water Meter and Meter Reading Equipment Purchase**	
4				
5	**Warehouse Inventory #**	**Part Number**	**Item Description**	**Unit Price**
6	673-008-00005	ED2B31RPWG11S2596	5/8"x3/4" T10 PB Meter W/R900i Gallon Register	$ 198.50
7	673-606-00016	ED2B31RPWG11S2597	5/8"x3/4" T10 PB Meter W/R900i RECLAIMED Gallon Register	$ 198.50
8				
9		ED2D21RPWG11S2596	3/4" T10 BB Meter W/R900i Gallon Register	$ 225.00
10		ED2D21RPWG11S2597	3/4" T10 BB Meter W/R900i RECLAIMED Gallon Register	$ 225.00
11				
12	673-008-00006	ED2F21RPWG11S2596	1" T10 BB Meter W/R900i Gallon Register	$ 299.50
13	673-606-00017	ED2F21RPWG11S2597	1" T10 BB Meter W/R900i RECLAIMED Gallon Register	$ 299.50
14				
15	673-008-00007	ED2H11RPWG11S2596	1 1/2" T10 Flanged Meter W/R900i Gallon Register	$ 525.00
16	673-008-00017	ED2H21RPWG11S2596	1 1/2" T10 SE (Female Threaded Meter) W/R900i Gallon Register	$ 525.00
17				
18	673-008-00008	ED2J11RPWG11S2596	2" T10 Flanged Meter W/R900i Gallon Register	$ 686.00
19	673-008-00018	ED2J21RPWG11S2596	2" T10 SE (Female Threaded Meter) W/R900i Gallon Register	$ 686.00
20				
21		ET4HRPWG11S2596	1 1/2" HPT Meter W/R900i Gallon Register	$ 795.00
22		ET4HRPWG11S2597	1 1/2" HPT Meter W/R900i RECLAIMED Gallon Register	$ 795.00
23				
24		ET4ARPWG11S2596	2" HPT Meter W/R900i Gallon Register	$ 795.00
25		ET4ARPWG11S2597	2" HPT Meter W/R900i RECLAIMED Gallon Register	$ 795.00
26				
27		ET4BRPWG11S2596	3" HPT Meter W/R900i Gallon Register	$ 1,328.80
28		ET4BRPWG11S2597	3" HPT Meter W/R900i RECLAIMED Gallon Register	$ 1,328.80
29				
30		ET4CRPWG11S2596	4" HPT Meter W/R900i Gallon Register	$ 1,485.29
31		ET4CRPWG11S2597	4" HPT Meter W/R900i RECLAIMED Gallon Register	$ 1,485.29
32				
33		ET4DRPWG11S2596	6" HPT Meter W/R900i Gallon Register	$ 2,462.47
34		ET4DRPWG11S2597	6" HPT Meter W/R900i RECLAIMED Gallon Register	$ 2,462.47
35				
36		ET4ERPWG11S2596	8" HPT Meter W/R900i Gallon Register	$ 3,533.33
37		ET4ERPWG11S2597	8" HPT Meter W/R900i RECLAIMED Gallon Register	$ 3,533.33
38				
39		ET4FRPWG11S2596	10" HPT Meter W/R900i Gallon Register	$ 5,753.75
40		ET4FRPWG11S2597	10" HPT Meter W/R900i RECLAIMED Gallon Register	$ 5,753.75
41				

EXHIBIT A
PRODUCT PRICING
AUG. 16 2022 to AUG. 15, 2023

	A	B	C	D
42		EC3BRPWG11S2596	3" Tru Flo Compound Meter W/R900i Gallon Register	$ 2,591.25
43		EC3CRPWG11S2596	4" Tru Flo Compound Meter W/R900i Gallon Register	$ 3,033.52
44		EC3DRPWG11S2596	6" Tru Flo Compound Meter W/R900i Gallon Register	$ 5,130.50
45				
46		EP7C1RPWG11S2596	4"x1" HPPIIIS FS Meter W/R900i Gallon Register	$ 8,705.88
47		EP7D1RPWG11S2596	6"x1 1/2" HPPIIIS FS Meter W/R900i Gallon Register	$ 14,177.60
48		EP7E1RPWG11S2596	8"x2" HPPIIIS FS Meter W/R900i Gallon Register	$ 17,687.06
49		EP7F1RPWG11S2596	10"x2" HPPIIIS FS Meter W/R900i Gallon Register	$ 21,982.34
50				
51		53120-600	2" DI Coated Flanged Meter Strainer	$ 267.20
52		53107-600	3" DI Coated Flanged Meter Strainer	$ 475.20
53		53107-700	4" DI Coated Flanged Meter Strainer	$ 568.00
54		52000-601	6" DI Coated Flanged Meter Strainer	$ 968.00
55		52000-704	8" DI Coated Flanged Meter Strainer	$ 2,200.00
56		52000-802	10" DI Coated Flanged Meter Strainer	$ 3,281.60
57				
58		53120-000	2" Bronze Flanged Meter Strainer	$ 438.75
59		53107-000	3" Bronze Flanged Meter Strainer	$ 796.74
60		53107-100	4" Bronze Flanged Meter Strainer	$ 1,388.88
61		52000-201	6" Bronze Flanged Meter Strainer	$ 2,096.66
62		52000-304	8" Bronze Flanged Meter Strainer	$ 3,517.61
63		52000-402	10" Bronze Flanged Meter Strainer	$ 5,561.64
64				
65		53142-100	4" UL-FM Fire Service SS Flanged Basket Strainer	$ 3,351.00
66		53142-200	6" UL-FM Fire Service SS Flanged Basket Strainer	$ 5,593.33
67		53142-300	8" UL-FM Fire Service SS Flanged Basket Strainer	$ 9,424.00
68		53142-400	10" UL-FM Fire Service SS Flanged Basket Strainer	$12,138.00
69				
70		9605-001	2" Strainer Installation Acc. Kit	$ 15.60
71		9605-002	3" Strainer Installation Acc. Kit	$ 17.60
72		9605-003	4" Strainer Installation Acc. Kit	$ 30.40
73		9605-004	6" Strainer Installation Acc. Kit	$ 76.80
74		9605-005	8" Strainer Installation Acc. Kit	$ 94.69
75		9605-006	10" Strainer Installation Acc. Kit	$ 129.60
76				
77			5/8"x3/4" Mach 10 Meter W/ Pigtail	$ 183.00
78			5/8"x3/4" Mach 10 Meter W/ R900i Gallon Register	$ 292.45
79				
80			3/4" Mach 10 Meter W/ Pigtail	$ 204.00
81			3/4" Mach 10 Meter W/ R900i Gallon Register	$ 312.85
82				

EXHIBIT A
PRODUCT PRICING
AUG. 16 2022 to AUG. 15, 2023

	A	B	C	D
83			1" Mach 10 Meter W/ Pigtail	$ 244.00
84			1" Mach 10 Meter W/ R900i Gallon Register	$ 353.00
85				
86			1 1/2" Mach 10 Meter W/ Pigtail	$ 612.25
87			1 1/2" Mach 10 Meter W/ R900i Gallon Register	$ 721.00
88				
89			2" Mach 10 Meter W/ Pigtail	$ 747.96
90			2" Mach 10 Meter W/ R900i Gallon Register	$ 857.14
91				
92			3" Mach 10 Meter W/ Pigtail - 12" Length	$ 2,517.77
93			3" Mach 10 Meter W/ R900i Gallon Register - 12" Length	$ 2,640.00
94			3" Mach 10 Meter W/ Pigtail - 17" Length	$ 2,517.77
95			3" Mach 10 Meter W/ R900i Gallon Register - 17" Length	$ 2,640.00
96				
97			4" Mach 10 Meter W/ Pigtail - 14" Length	$ 3,275.55
98			4" Mach 10 Meter W/ R900i Gallon Register - 14" Length	$ 3,377.77
99			4" Mach 10 Meter W/ Pigtail - 20" Length	$ 3,275.55
100			4" Mach 10 Meter W/ R900i Gallon Register - 20" Length	$ 3,377.77
101				
102			6" Mach 10 Meter W/ Pigtail - 18" Length	$ 5,481.00
103			6" Mach 10 Meter W/ R900i Gallon Register - 18" Length	$ 5,600.00
104			6" Mach 10 Meter W/ Pigtail - 24" Length	$ 5,481.00
105			6" Mach 10 Meter W/ R900i Gallon Register - 24" Length	$ 5,600.00
106				
107			8" Mach 10 Meter W/Pigtial	$ 8,990.85
108			8" Mach 10 Meter W/Pigtial	$ 9,092.85
109				
110			10" Mach 10 Meter W/Pigtial	$ 12,061.54
111			10" Mach 10 Meter W/Pigtial	$ 12,200.00
112				
113		ET2BR8G1	3" Fire Hydrant Meter Assy. W/Connections, Gate Valve, DR Gallon Register	$ 1,290.85
114				
115			Any Size/Model ProCoder Pit Style Gallon Register	$ 70.00
116			Any Size/Model ECoder Pit Style Gallon Register	$ 80.00
117			Any Size/Model Pit Style R900i Gallon Register	$ 165.00
118	673-008-00009	RPW2G11	5/8" T10 Pit Style R900i Gallon Register	$ 165.00
119	673-008-00010	RPW2G31	1" T10 Pit Style R900i Gallon Register	$ 165.00
120	673-008-00011	RPW2G41	1 1/2" T10 Pit Style R900i Gallon Register	$ 165.00
121	673-008-00012	RPW2G51	2" T10 Pit Style R900i Gallon Register	$ 165.00
122	673-606-00019	RPW2G11S334	5/8" T10 Pit Style R900i RECLAIMED Gallon Register	$ 165.00
123	673-606-00020	RPW2G31S334	1" T10 Pit Style R900i RECLAIMED Gallon Register	$ 165.00

EXHIBIT A
PRODUCT PRICING
AUG. 16 2022 to AUG. 15, 2023

	A	B	C	D
124	673-606-00034	RPW5G11S334	1 1/2"-2" HPT Pit Style R900i RECLAIMED Gallon Register	$ 165.00
125				
126			R900 Wall MIU - 25' Cable	$ 110.00
127			R900 Pit MIU - 6' Cable W/Pit Lid Antenna	$ 120.00
128	673-008-00014	13749-200	R900 Pit Lid Antenna - 6'	$ 26.00
129			R900 Pit Lid Antenna - 20'	$ 36.00
130				
131			R900 - FirstNet Cellular Wall MIU - 6' Cable	$ 110.00
132			R900 - FirstNet Cellular Pit MIU W/Internal Antenna - 6' Cable	$ 120.00
133			R900 - FirstNet Cellular Pit MIU W/External Antenna	$ 150.00
134			R900 - First Net Pit Style External Antenna Only	$ 30.00
135				
136			R900 Belt Clip Transceiver v3.0	$ 3,950.00
137			MRX920v4 Mobile Data Collector	$ 10,950.00
138			MRX920 Elevated Feed Magnetic Mount Mobile Antenna Assy. Complete	$ 198.60
139			MRX920 Elevated Feed Magnetic Mount Base Only W/Cable	$ 119.25
140				
141			R900 Gateway V4 Fixed Network Data Collector	$ 8,950.00
142			R900 Gateway 150W Solar Panel Assembly	$ 3,298.00
143			R900 Gateway UPS Outdoor Power System Assembly	$ 2,080.00
144			R900 Gateway antenna	$ 380.00
145				
146			Neptune 360 Annual SaaS Subsription - AMR (50,000-100,000 Customers per endpoint per year)	$ 0.60
147			Neptune 360 Annual SaaS Subsription - AMR (100,000+ Customers per endpoint per year)	$ 0.47
148				
149			Neptune 360 Annual SaaS Subsription - AMI (50,000-100,000 Customers per endpoint per year)	$ 1.80
150			Neptune 360 Annual SaaS Subsription - AMI (100,000+ Customers per endpoint per year)	$ 1.13
151				
152			Neptune 360 Annual SaaS Subsription-FirstNet Cellular (50,000-100,000 Customers per endpoint per year)	$ 6.35
153			Neptune 360 Annual SaaS Subsription-FirstNet Cellular (100,000+ Customers per endpoint per year)	$ 5.60
154				
155			Neptune 360 Advanced Set-Up Fee (one-time fee)	$ 3,615.00
156			Neptune 360 Additional Remote Training (4-hour training window)	$ 840.00
157			Neptune 360 On-Site Training (8 hours)	$ 1,700.00
158			Neptune 360 Professional Services (per hour fee)	$ 440.00
159			***All parts per current published parts price list - Receive 20 % Discount from published price.***	
160				
161				
162			**Pricing Term: 8/16/22 - 8/15/23**	
163			(2) Optional one-year extensions available upon mutual consent of both parties & contract terms.	
164				

EXHIBIT A
PRODUCT PRICING
AUG. 16 2022 to AUG. 15, 2023

	A	B	C	D
165				
166				
167			***Ferguson Waterworks - #3648***	
168			***14001 W. Newberry Road, Newberry, Fl. 32669***	
169			**Phone: 352-332-7106**	
170			**Fax: 352-332-5604**	
171			**Contact: Jeff Kimbrough - Sales Manager/Central Florida**	
172			**Cell Phone: 352-516-9791**	
173			**Email: jeff.kimbrough@ferguson.com**	

MASTER AGREEMENT FOR WATER METER AND METER READING EQUIPMENT PURCHASES

THIS AGREEMENT is made and entered into this **8th** day of **October 2020**, by and between the **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa, Florida 32922, and **SUNSTATE METER & SUPPLY, INC.**, a Florida corporation, whose address is 14001 W Newberry Road, Newberry, FL 32669, hereinafter referred to as "Seller".

WITNESSETH:

WHEREAS, the City desires to engage Seller as a sole-source supplier of utility meters and meter reading equipment with associated software; and

WHEREAS, the City frequently has a need to purchase utility meters and meter reading equipment for its regional water utility, the specifications of which are attached hereto and incorporated by reference herein as **Exhibit A** (generally referred to herein as the "Equipment"), and desires to enter into this Master Agreement ("Agreement") to govern purchases, which will be made on an as-needed basis according to the procedure established herein; and

WHEREAS, Seller has provided a Cost Schedule, attached hereto and incorporated by reference herein as **Exhibit B**, for the Equipment; and

WHEREAS, Seller has further furnished manufacturer's warranty details for the Equipment, which are attached hereto and incorporated by reference herein as **Exhibit C** (generally referred to herein as the "Warranty" or "Warranties"); and

WHEREAS, Seller is willing to provide such services to the City under the terms and conditions stated herein and particularly agrees to honor the Equipment pricing provided in the Cost Schedule for the applicable term of this Agreement;

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

1.0 TERM, TERMINATION, AND DEFINITIONS

1.1 Unless sooner terminated by the City, this Agreement shall terminate on August 16, 2021. The Parties shall have the option to extend the term of this Agreement by mutual agreement for up to three additional one-year renewals. Such an extension shall only be by written amendment to this Agreement. Seller agrees that, should the Seller and City agree to extend this Agreement, the contract price may be adjusted to allow for consumer price increases based on the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U) (U.S. City Average; All items, not seasonally adjusted, 1982-1984=100 reference base), not

to exceed three percent (3%). Said increase shall, if approved by the City, become effective beginning with any purchase order issued after the commencement of the new renewal term.

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

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Seller to sell the goods approved in the Purchase Order to the City and is also sometimes referred to herein to include all Purchase Orders approved hereunder.

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

c. "Seller" shall mean Sunstate Meter & Supply, Inc., a Florida corporation, and its principals, employees, resident project representatives (and assistants).

d. "Purchase Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in the Purchase Order, which sets forth the goods or equipment to be sold by Seller under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Seller and Seller agrees to sell the types of equipment outlined in this Agreement, specifically Exhibit A (the "Equipment"), upon the terms listed in this Agreement, including the Cost Schedule attached hereto as Exhibit B and with the warranties described in Exhibit C, and in accordance with any subsequent Purchase Order. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

1.5 This Agreement may be terminated by the City in whole or in part at any time upon thirty (30) days' written notice to the Seller for any reason. This Agreement may be terminated by the Seller only by mutual consent of the parties.

2.0 DESCRIPTION OF SERVICES; QUOTE PROCEDURE

2.1 The City may make request of Seller to sell Equipment on a "purchase order" basis. When the City desires to place a specific order for Equipment, the City may communicate with Seller, verbally or in writing, a general description of the Equipment needed. The Seller will generate a detailed bid or quote document, including the schedule for delivery and price, and send the thus developed "Quote" to the City. For every Quote requested, at a minimum, Seller shall include a price for the Equipment that is no greater than the price included in its Cost Schedule included as Exhibit B. The City will review the Quote, and if the description is mutually acceptable, the City will issue a Purchase Order or, for purchases less than $1,500.00 or as otherwise provided in the City' Financial Operations Manual policy, may use a purchase card to made the purchase. The Purchase Order will contain terms which are deemed supplemental to this Agreement. Upon receipt of the signed Purchase Order or payment via purchase card, the Seller shall deliver the Equipment ordered therein.

2.2 The City shall have no obligation to purchase Equipment from Seller during the term of this Agreement. The need to purchase Equipment shall be determined in the City's sole discretion. Further, the City shall have no obligation to purchase any particular quantity of Equipment in any Purchase Order or for the duration of this Agreement. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period.

2.3 In exchange for applying the prices contained in the Cost Schedule, the City will consider Seller a preferred vendor and may often request Quotes from Seller for the categories of equipment listed in the Cost Schedule.

3.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF SELLER.

3.1 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s.218.70 et. seq., Florida Statutes.

3.2 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Seller shall remain liable to the City in accordance with applicable law for all damages to the City caused by Seller's performance under this Agreement.

3.3 Acceptance of Payment. Acceptance of final payment by the Seller for a specific Purchase Order shall constitute a release of all claims for payment which the Seller may have against the City for that Purchase Order unless such claims are specifically reserved in writing and

transmitted to the City by the Seller prior to its acceptance. Said final payment shall not,

however, be a bar to any claims that the City may have against the Seller or to any remedies the City may pursue with respect to such claims.

4.0 COMPLIANCE WITH LAWS AND REGULATIONS

4.1 Seller shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this Agreement.

5.0 ASSIGNMENT

5.1 Seller shall not assign or subcontract this Agreement, any Purchase Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

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

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

6.0 INDEPENDENT CONTRACTOR

6.1 At all times during the term of this Agreement, Seller shall be considered an independent contractor and not an employee of the City.

7.0 NO JOINT VENTURE

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

8.0 ATTORNEY'S FEES

8.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees.

9.0 COUNTERPARTS

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

10.0 DRAFTING

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

11.0 NOTICE

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

For Seller:
Sunstate Meter and Supply Inc
14001 West Newberry Road
Newberry, FL 32669

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8686

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

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

12.0 SOVEREIGN IMMUNITY

12.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Seller 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.

13.0 CORPORATE REPRESENTATIONS BY SELLER

13.1 Seller hereby represents and warrants to the City that the undersigned representative of Seller has the power, authority, and legal right to execute and deliver this Agreement on behalf of Seller.

14.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

14.1 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller expresses its willingness to enter into this Agreement with the knowledge that the Seller's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Seller to the City's complete satisfaction, and in no case shall exceed the amount provided in article 12.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

14.2 Seller shall fully indemnify, defend and hold City harmless from and against any and all losses, damages, costs and expenses, and attorney's fees, that City incurs because of any and all

claims that use of Equipment infringes upon (i) any United States copyright or (ii) any trade

secret or other proprietary right of any Person (collectively, "**IP Rights**"). Seller shall have no

obligation under this Section 14.2 unless City promptly gives notice to Seller within ten (10) days after the date City first receives notice of the applicable infringement claim (provided that later notice shall relieve Seller of its liability and obligations under this Section 14.2 only to the extent that Seller is prejudiced by such later notice) and allows Seller to have sole and reasonable control of the defense or settlement of the claim. City may monitor any such litigation or proceeding at its expense, using counsel of its choosing. If any Equipment is, or in Seller's opinion becomes or is likely to become the subject of a United States IP Rights infringement claim, then Seller, at its sole option and expense, shall provide the City, in addition to the aforementioned indemnity and hold harmless, with a full and complete remedy that will either:

(a) modify or replace all or the allegedly infringing part of the Equipment so that it is no longer allegedly infringing, provided that the functionality does not change in any material adverse respect; or

(b) procure for City the right to continue using the allegedly infringing part of the Equipment; or

(c) remove all or the allegedly infringing part of the Equipment, and (i) if City has paid a one-time upfront initial fee for the applicable Equipment, refund to City the corresponding portion of the fee paid by City to Seller for the applicable part of the Equipment, or (ii) if City is paying for the use of the Equipment on a recurring basis, refund to City the corresponding portion of the unused recurring fee(s) paid by City to Seller with respect to the applicable part of the Equipment, and in each such case this Agreement shall terminate with respect to the Equipment or part thereof removed.

14.3 General Indemnity. To the extent permitted by law, and to the extent provided for under this Agreement, for claims related to bodily injury, death, and damage to real property and tangible personal property, as well as fines, assessments and penalties imposed by any authority, Seller shall indemnify and hold harmless the City from and against all direct damages and costs of any kind, including but not limited to reasonable attorney's fees, arising out of or resulting from any negligent acts, or negligent omissions of Seller, regardless of whether such claims are caused in part by any party indemnified hereunder, but not to the extent that the City is legally liable for such damages and costs. For purposes of this indemnification only, this includes claims made by the employees of Seller against the City, and Seller hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnification provided above shall obligate Seller to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its mayor, councilmembers, officers, employees, attorneys, agents and representatives which may arise or result from this Agreement. 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 this indemnification provided herein.

15.0 ADDITIONAL ASSURANCES

15.1 The Seller for itself and its SubSellers, if any, certifies that:

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

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

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

16.0 WARRANTIES

16.1 Seller hereby assigns to the City, effective as of the delivery date of each and every respective piece of Equipment, including third-party software, any and all existing assignable warranties, service policies, indemnities, and patent indemnities or other rights, remedies or claims against the manufacturer of the Equipment, specifically including, but not limited to, the warranties, systems compatibility representations, and performance standards contained in the Equipment specifications of Exhibit A and the warranty sheets attached hereto as Exhibit C. The Seller will, upon request by the City and at Seller's sole expense, cooperate with the City in the enforcement of any benefit provided in any such warranties, service policies, indemnities, and patent indemnities. To the extent that such rights are not assignable, the City is hereby subrogated to all such rights of Seller.

16.2 Seller warrants to the City that Seller has the right to grant the City the right to use all third-party software and that Seller is an authorized distributor of the Equipment.

17.0 THIRD-PARTY SOFTWARE

17.1 All third-party software shall conform to published specifications and written representations of the manufacturer. Seller hereby agrees that Seller shall ensure all new releases and fixes for third-party software shall be promptly provided to the City at no additional charge

.

18.0 METER READING SYSTEM SOFTWARE

18.1 All meter reading system software shall conform to published specifications and written representations of the manufacturer. Seller hereby agrees that Seller shall ensure that all hosted software updates and patches for meter reading software will be provided to the City at no additional charge during the term of each subscription agreement and that Seller shall provide customer support as described in the subscription agreement. In addition, the Seller shall endeavor to notify the City in advance of all suspensions in the meter reading system software service and to carry out necessary maintenance and upgrades outside of normal business hours. Interruptions to existing service can range in priority from urgent to low depending on the impact to the City. Incident priorities are defined as the following:

Priority Level	Impact	Description
1	Urgent	An Incident that (a) results in loss of City connectivity to all of the meter reading system software or (b) results in loss, corruption or damage to City's data.
2	Critical	An Incident that has an adverse material impact on the performance of the meter reading system software or materially restricts City's use of the software as part of City's day-to-day operations.
3	Non-Critical	An Incident that does not result in a failure of the meter reading system software, but a fault exists in the meter reading system software that restricts City's use of the same.
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the meter reading system software.

Seller will make commercially reasonable efforts to respond to meter reading system software incidents using the following guidelines:

Priority Level	Performance Target	Minimum Performance % Goal
Priority 1 (Urgent)	Seller will respond within 1 hour of the issue being reported.	95%
Priority 2 (Critical)	Seller will respond within 2 hours of the issue being reported.	95%
Priority 3 (Non-Critical)	Seller will respond within 4 hours of the issue being reported.	95%
Priority 4 (Minor)	Seller will respond within 24 hours of the issue being reported.	95%

The City may escalate any incidents to Utilities Department Director or Seller's Superintendent.

Further, if the City experiences service suspensions, interruptions or outages, excluding scheduled maintenance, that results in the service level uptime falling below 99% for three months in any rolling 12-month period (the "***Uptime Commitment***"), then the City may immediately terminate this Agreement, part thereof, or a subscription agreement, in which case Seller will refund any prepaid, unearned annual subscription fees.

18.2 Meter reading system software will be provided to the City per an annual subscription agreement. Manufacturer will provide correct file transfer layout to City and/or City's Utility Billing Software provider at no charge to provide correct meter reading system software data transfer to City's utility billing software. Meter Reading System Software will provide full functionality and reporting for all the manufacturer's AMR and AMI systems.

19.0 INSURANCE

19.1 During the term of this Agreement, Seller shall be responsible for providing and maintaining the types of insurance and limits per claim as set forth below:

(a) Seller shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Customer from claims of property damages and personal injury which may arise from any services performed under this Agreement whether such services are performed by Seller or by anyone directly employed by or contracting with Seller.

(b) Seller shall maintain adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing services for the City pursuant to this Agreement.

(c) Seller 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 Seller 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 Seller or by anyone directly or indirectly employed by the Seller.

19.2 During the term of this Agreement, current certificates of insurance shall be provided and kept on file with the City. A copy of a current Certificate of Insurance shall be provided to the City by Seller upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 19.1. Renewal certificates shall be sent to the City 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation liability policies**

[SIGNATURE PAGE TO FOLLOW]

MASTER AGREEMENT FOR WATER METER AND METER READING EQUIPMENT PURCHASES

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

CITY:
CITY OF COCOA *

By: _____

Print Name/Title: Stockton Whitten, City Manager

Date: 10/13/2020

SELLER:

By: _____

Print Name/Title: Keith Ellenburg

Date: 10-8-2020

President / Sunstate Meter and Supply Inc.

ATTEST:

By: _____
City Clerk

THIS AGREEMENT IS ONLY VALID AGAINST THE CITY UPON APPROVAL BY THE CITY COUNCIL OF COCOA AND SIGNATURE BY EITHER THE MAYOR OR CITY MANAGER.

MASTER AGREEMENT FOR
WATER METER AND METER READING
EQUIPMENT PURCHASES

EXHIBIT A
EQUIPMENT PRODUCT SHEETS

PRODUCT SHEET

A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

High Performance Turbine Meter



Neptune® High Performance (HP) Turbine water meters offer some of the widest flow ranges of any turbine meters on the market.

All HP Turbine water meters meet or exceed the latest performance and accuracy requirements of AWWA C701 and maximum continuous flow rates may be exceeded by as much as 25% for intermittent periods.

Construction

Each HP Turbine consists of a rugged, lead free, high-copper alloy maincase, an AWWA Class II turbine measuring element, and a roll-sealed register. The maincase is corrosion-resistant, lightweight, and compact. Inlet and outlet connections are flanged. Strainers are available to prevent debris from entering the meter and to reduce the effects of uneven water flow due to upstream piping variations.

The unitized measuring element (UME) allows for quick, easy, in-line interchangeability. Water volume is measured accurately at all flows by a specially-designed assembly. The hydrodynamically-balanced, thrust-compensated rotor relieves pressure on the thrust bearings to minimize wear and provide sustained accuracy over an extended operating life. Direct coupling of the rotor to the gear train eliminates revenue loss due to slippage during fast starts and line surges. A calibration vane allows in-field calibration of the UME to lengthen service life and to ensure accurate registration.

The roll-sealed register eliminates leaking and fogging. A magnetic drive couples the register with the measuring element.

Application

The HP Turbine water meter is designed for applications where flow rates are consistently moderate to high.

Systems Compatibility

Adaptability to all present and future systems for flexibility.

Warranty

Neptune provides a limited warranty with respect to its HP Turbine water meters for performance, materials, and workmanship.

When desired, owner maintenance is easily accomplished by in-line replacement of major components.

KEY FEATURES

Roll-Sealed Register

- Magnetic-driven, low-torque registration ensures accuracy
- Impact-resistant register design with flat glass for readability
- 1:1 ratio, low-flow indicator identifies leaks
- Bayonet mount allows in-line serviceability
- Tamperproof seal pin deters theft
- Date of manufacture, size, and model stamped on dial face

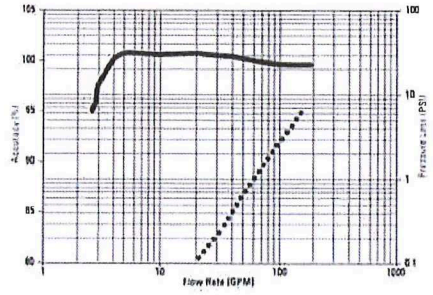
Lead Free Maincase

- Made from lead free, high-copper alloy
- NSF/ANSI 61 and 372 certified
- Compact design is lightweight and easy to handle
- Sturdy, durable, corrosion-resistant
- Resists internal pressure stresses and external damage
- Residual value

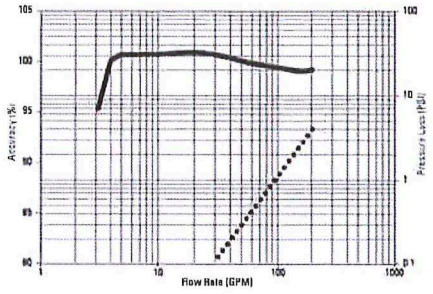
Turbine Measuring Element

- Excellent low-flow sensitivity and wide flow ranges available at 98.5% - 101.5% accuracy
- Direct coupling of rotor to gear train prevents slippage and ensures accurate registration
- Interchangeable measuring element allows for in-line service
- Hydrodynamically-balanced rotor
- Reusable O-ring gasket on 3" - 10" sizes

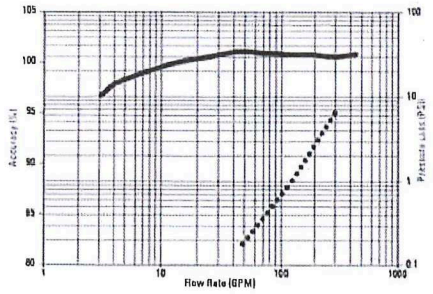
1½" Accuracy



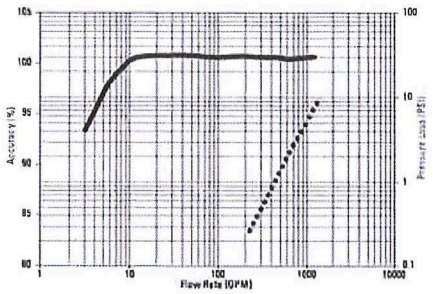
2" Accuracy



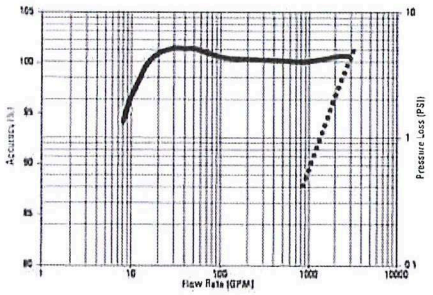
3" Accuracy



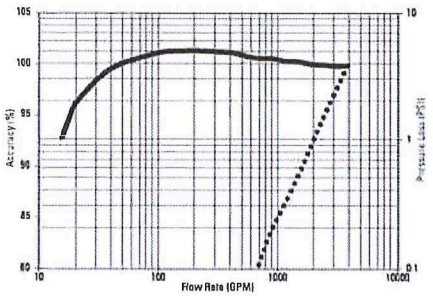
4" Accuracy



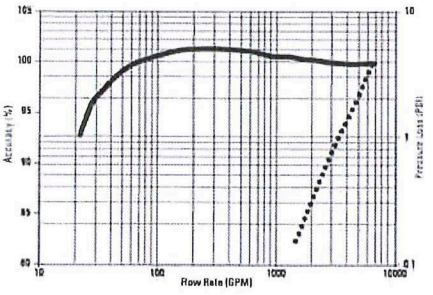
6" Accuracy



8" Accuracy



10" Accuracy



Accuracy

Head Loss

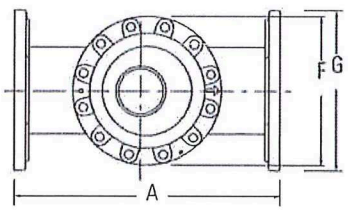
These charts show typical meter performance. Individual results may vary.

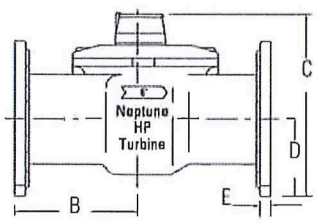
Operating Characteristics

Meter Size	Normal Operating Range @100% Accuracy (±1.5%)	Maximum Intermittent Flow	AWWA Standard
1½"	4 to 160 US gpm 0.91 to 36.3 m³/h	200 US gpm 45.4 m³/h	4 to 120 US gpm 0.91 to 27.3 m³/h
2"	4 to 200 US gpm 0.91 to 45.4 m³/h	250 US gpm 56.8 m³/h	4 to 190 US gpm 0.91 to 43.2 m³/h
3"	5 to 450 US gpm 1.14 to 102.2 m³/h	560 US gpm 127.2 m³/h	8 to 435 US gpm 1.8 to 98.8 m³/h
4"	10 to 1200 US gpm 2.27 to 272.5 m³/h	1500 US gpm 340.7 m³/h	15 to 750 US gpm 3.4 to 170.3 m³/h
6"	20 to 2500 US gpm 4.55 to 567.8 m³/h	3100 US gpm 704.1 m³/h	30 to 1350 US gpm 6.8 to 306.6 m³/h
8"	35 to 4000 US gpm 7.95 to 908.5 m³/h	5000 US gpm 1135.6 m³/h	50 to 2800 US gpm 11.4 to 635.9 m³/h
10"	50 to 6500 US gpm 11.36 to 1476.3 m³/h	8000 US gpm 1817 m³/h	75 to 4200 US gpm 17.0 to 953.9 m³/h

Dimensions

Meter Size	A	B	C-STD	C-ProRead™	C-E-CODER®)R900*i*™ and E-CODER®)R450*i*™	D	E	F	G	Weight
	in (mm)	In (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	lbs (kg)
1½"	10 (254)	6 1/2 (165)	7 1/8 (181)	7 9/16 (192)	7 3/4 (197)	1 3/4 (44)	3/4 (19)	4 1/2 (114)	5 3/8 (137)	19 (8.6)
2"	10 (254)	6 1/2 (165)	7 5/8 (194)	8 1/16 (204.8)	8 1/4 (210)	2 1/8 (54)	13/16 (21)	4 1/2 (114)	5 3/8 (137)	20 (9.1)
3"	12 (305)	6 (152)	10 (254)	10 7/16 (265.1)	10 5/8 (270)	3 3/4 (95)	5/8 (16)	6 1/4 (159)	7 1/2 (191)	40 (18.1)
4"	14 (356)	6 1/2 (165)	10 7/8 (276)	11 5/16 (287.3)	11 1/2 (292)	4 1/2 (114)	3/4 (19)	8 1/8 (206)	9 (229)	52 (23.6)
6"	18 (457)	8 5/8 (219)	13 (330)	13 7/16 (341.3)	13 5/8 (346)	5 1/2 (140)	1 (25)	10 1/4 (260)	11 (279)	115 (52.2)
8"	20 (508)	9 5/8 (244)	15 1/2 (394)	15 15/16 (404.8)	16 1/8 (409)	6 3/4 (171)	1 1/8 (29)	10 1/4 (260)	13 1/2 (343)	195 (88.4)
10"	26 (660)	12 5/8 (321)	15 1/2 (394)	15 15/16 (404.8)	16 1/8 (409)	8 (203)	1 1/4 (32)	10 1/4 (260)	16 (406)	275 (124.7)





Specifications

Application:

- Cold water measurement of flow in one direction

Maximum operating pressure:

- 175 psi (1206 kPa)

Maximum operating temperature:

- 80°F

Register:

- Direct reading, center-sweep, roll-sealed, magnetic drive with low-flow indicator

Measuring element:

- AWWA Class II Turbine, hydrodynamically-balanced rotor

Guaranteed Systems Compatibility

All HP Turbine water meters are guaranteed adaptable to our ARB® V, ProRead™ (ARB VI), ProCoder™, E-CODER®, E-CODER®)R900*i*™, E-CODER®)R450*i*™,E-CODER®)L900*i*™, TRICON®/S, TRICON/E®3, and Neptune meter reading systems without removing the meter from service.

Options

Sizes:

- 1½", 2", 3", 4", 6", 8", 10"

Units of measure:

- U.S. gallons, imperial gallons, cubic feet, cubic metres

Register Types:

- Remote reading systems*: ARB V, ProRead, ProCoder, E-CODER, E-CODER)R900*i*, E-CODER)R450*i*, E-CODER)L900*i*, TRICON/S, TRICON/E3

** Consult factory for meter performance specifications when fitted with ARB.*

- Reclaim

Companion flanges:

- 1½" and 2" (oval): bronze
- 3", 4", 6": bronze or cast iron
- 8" and 10": cast iron

Strainer:

- 1½"- 6" NSF/ANSI 61 lead free high copper alloy
- 1½"-10" NSF/ANSI 61 lead free Rilsan® nylon-coated ductile iron

Registration

Registration (per sweep hand revolution)		
	1½", 2", 3", 4"	6", 8", 10"
1,000 US Gallons		✓
1,000 Imperial Gallons		✓
100 US Gallons	✓	
100 Imperial Gallons	✓	
100 Cubic Feet		✓
10 Cubic Feet	✓	
10 Cubic Metres		✓
1 Cubic Metre	✓	

Register Capacity (6-wheel odometer)		
	1½", 2", 3", 4"	6", 8", 10"
1,000,000,000 US Gallons		✓
1,000,000,000 Imperial Gallons		✓
100,000,000 US Gallons	✓	
100,000,000 Imperial Gallons	✓	
100,000,000 Cubic Feet		✓
10,000,000 Cubic Feet	✓	
10,000,000 Cubic Metres		✓
1,000,000 Cubic Metres	✓	

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ARB® UTILITY MANAGEMENT SYSTEMS™

NEPTUNE
TECHNOLOGY GROUP

MACH 10® ULTRASONIC METER

Sizes: 1½" and 2"



The MACH 10® is Neptune's newest water meter that offers solid state metrology with a rugged, lead free bronze maincase. The MACH 10 was designed to have the look and feel of a traditional water meter to help eliminate new technology concerns of your customers. Engineered to fit into even the smallest residential meter boxes, the MACH 10 fits the bill for all meter applications.

MAXIMIZE REVENUE

The extended low-flow accuracy of the MACH 10 allows you to catch virtually every drop used by your customers. Maintaining this level of meter performance over the life of the meter will maximize your utility's revenue stream from your metering program. The MACH 10 features no moving parts. Because there are no internal parts that can wear over time, there is no opportunity for accuracy loss over the life of the meter (flat accuracy curve).

No wear = No accuracy loss = Maximum revenue dollars

NO MAINTENANCE REQUIRED

Imagine having a residential meter with no moving parts and a 20-year battery life. Is that really possible? The answer is Yes, the MACH 10.

No moving parts = No wear + 20 year battery = Maintenance-free for life

SOLID STATE METROLOGY WITH SOLID BRONZE MAINCASE

With the MACH 10, there is no concern over breaking plastic meter spuds or cross-threading of plastic threads. Neptune believes that if a meter is capable of providing sustained accuracy over its life, the maincase should be designed to last the meter's lifetime as well. This is why we designed the MACH 10 solid state meter with a solid bronze maincase. The corrosion-resistant, lead-free, high-copper alloy maincase is built to withstand demanding service conditions; internal water pressure, rough handling during installation, and in-line piping stresses.

Field-proven NSF 61/ANSI bronze maincase = Confidence = No stranded assets

OPERATIONAL EFFICIENCY

The MACH 10®)R900*i*™ combines all the best features of the MACH 10 with seamless integration of the R900® radio to provide the best in operational efficiency. The MACH 10)R900*i* makes installation easier, faster, and less costly by eliminating field programming and removing external wires. It also gives you the ability to remove migration barriers without installing new endpoints as you move from walk-by to mobile to fixed network at your own pace. Reduce your non-revenue water with timely, accurate data and detect leaks faster to avoid surprises for you and your customer by deploying the MACH 10)R900*i* in your system.

KEY BENEFITS

- Extended low-flow range and accuracy
- No maintenance and accuracy sustained over meter life
- Regulatory compliance – peace of mind
- Health and asset protection with the highest lead free legislation compliance
- Supports Water Conservation
  - Provides leak history/diagnostics
  - Enables proactive leak notification
  - On-site customer event troubleshooting tools
- Increased operational efficiencies
  - Work order reduction for high water bill inquiries
  - Drought management
  - Reduction of water loss through proactive notification of water leaks
- Tamper management
  - Identification and prioritization of potential tamper situations

KEY FEATURES

- Advanced ultrasonic technology
- No moving parts
- NSF/ANSI 61 approved meter – lead free bronze maincase
- 20-year battery life
- "Absolute" 9-digit meter reading on display
- 8-digit remote meter reading
- Long-life lithium thionyl-chloride batteries
- Single design for pit and inside set applications
- IP68-certified for moisture protection
- True point-of-use leak detection*
- Tamper detection*
- Reverse flow detection*
- LCD leak indicators
- Directional flow indicator
- Rate of flow on LCD display
- Data logging**
- Optional integrated R900 or R450™ radio

** When connected to Neptune R900® R450™ or CMIU™.*

*** When connected to R900v4 or newer version.*

OPERATING CHARACTERISTICS

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	Safe Maximum Operating Capacity	Extended Low Flow Accuracy (+/- 3.0%)
1½"	0.80 to 125 U.S. gpm	125 U.S. gpm	0.30 U.S. gpm
2"	1.50 to 160 U.S. gpm	160 U.S. gpm	0.50 U.S. gpm

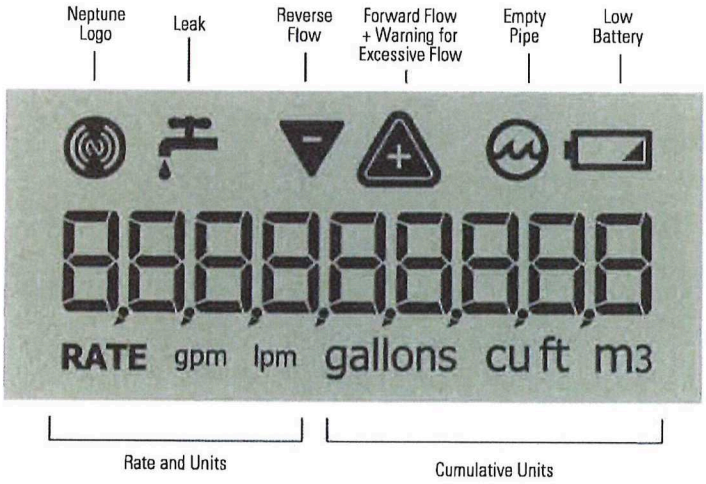
DIMENSIONS

METER SIZE	LENGTH (L)		HEIGHT (H)		FLANGES
	IN	MM	IN	MM	
1½"	10", 13"	254, 330	6 3/32	158	OVAL
2"	10", 15.25", 17"	254, 387, 432	6 13/32	163.5	OVAL

REGISTRATION

High Resolution (8-digit reading)		1½"	2"
1	U.S. Gallons	√	√
1	Imperial Gallons	√	√
0.1	Cubic Feet	√	√
0.01	Cubic Meters	√	√

LCD DISPLAY



SPECIFICATIONS

AWWA C750 compliant

AWWA C700, C701 performance compliant

NSF/ANSI 61 certified

Application: Cold water measurement of flow in potable, combination potable-and-fire service, and reclaim/secondary water applications.

Maximum operating water pressure: 175 psi

Operating water temperature range: +33°F to +122°F (+0.5°C to +50°C)

OPTIONS

Sizes:
- 1½"
- 2"

Units of measure: U.S. gallons, Imperial gallons, cubic feet, cubic meters

Meter options:
- Potable/fire service (combo or standalone meter service lines)
- Reclaim water

Environmental conditions:
- Operating temperature: +14°F to +149°F (-10°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)

WARRANTY

Neptune provides a limited warranty with respect to its MACH 10 line of ultrasonic meters for performance, materials, and workmanship.

AMR/AMI SYSTEM COMPATIBILITY

All MACH 10 ultrasonic meters provide ProRead™, E-CODER® 8-digit, and E-CoderPLUS protocols to interface with Neptune and third-party AMR/AMI meter reading systems.

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NEPTUNE TECHNOLOGY GROUP

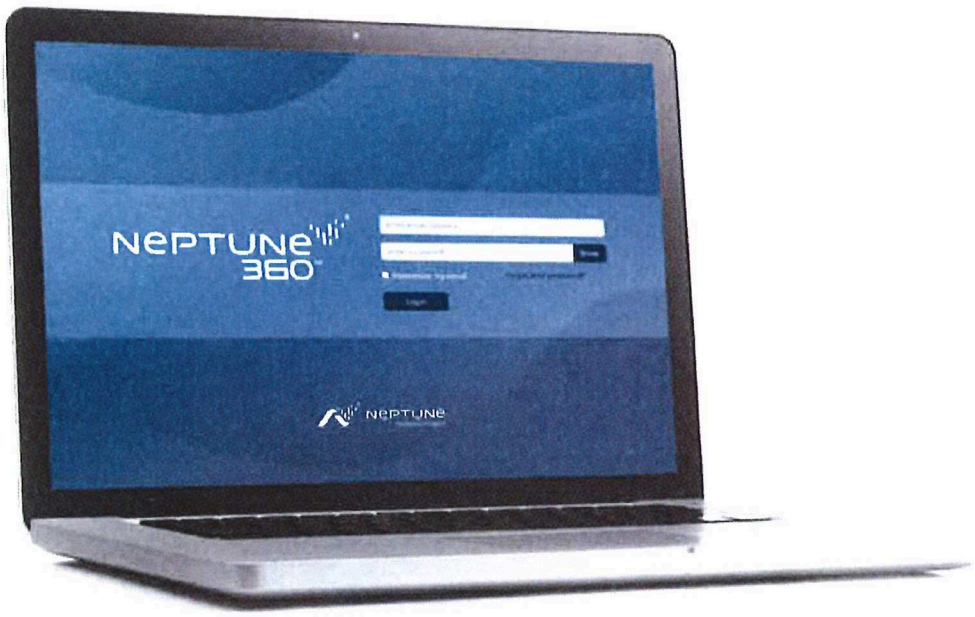
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Neptune engages in ongoing research and development to improve and enhance its products. Therefore, Neptune reserves the right to change product or system specifications without notice.

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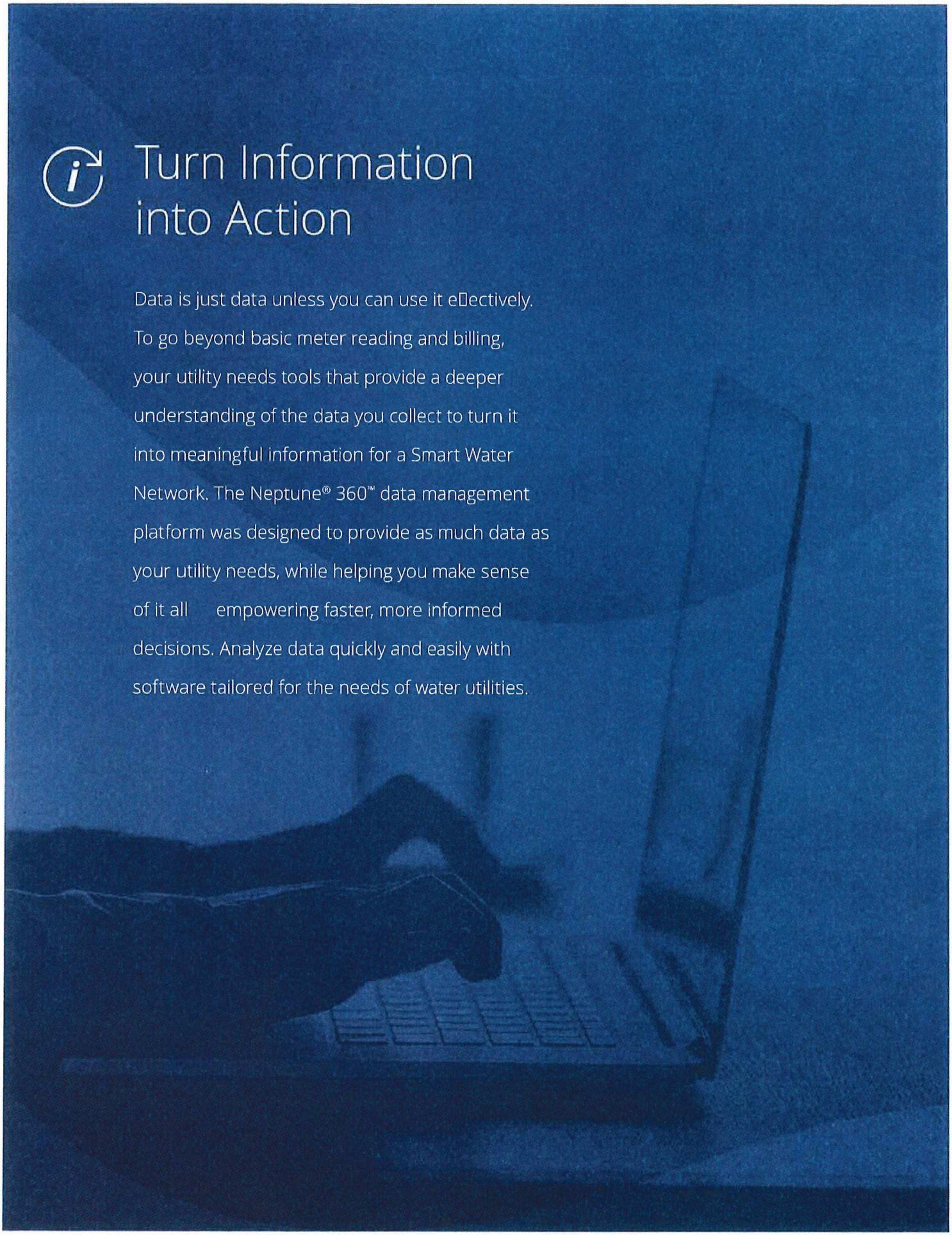
Neptune® 360™
Data Management Platform

A Product of Neptune Technology Group



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Turn Information into Action

Data is just data unless you can use it e□ectively. To go beyond basic meter reading and billing, your utility needs tools that provide a deeper understanding of the data you collect to turn it into meaningful information for a Smart Water Network. The Neptune® 360™ data management platform was designed to provide as much data as your utility needs, while helping you make sense of it all empowering faster, more informed decisions. Analyze data quickly and easily with software tailored for the needs of water utilities.

Putting Your Data in View

Having the data is one thing, seeing the data and making sense of it is another. Neptune 360 delivers an intuitive, user-friendly design, making the data clear and easy to interpret. Examining your entire AMI network using system-wide Key Performance Indicators and geographical views assists with identifying areas of concern and finding ways to maximize operational efficiencies.

Quickly access a dashboard view of your largest water consumers, providing you with information needed to take action. Analysis of individual trends and usage patterns helps resolve customer service calls with confidence. Detailed reporting of consumption activity, potential leaks, and reverse flow will keep you ahead of issues that could impact your utility's revenue.





Lift Your IT Burden with a Cloud-Based Solution

Boost utility efficiency with Neptune 360 delivered as a service. No longer install servers or perform upgrades. All that is needed is an Internet browser. Just log on to access anywhere at any time.

A True Sense of Security

Ease your security concerns and stay focused on the business of water. Continuously-monitored Neptune 360 operates from a world-class data center, providing the highest level of security, redundancy, and disaster recovery services.

Share Information Across the Smart Water Network

Your management, maintenance, customer service, water quality, and other departments all need fast, easy access to information. Share and leverage actionable data captured by Neptune 360, empowering collaboration and helping predict impacts on your utility. The platform seamlessly integrates meter data, event data, and alerts directly with third party work order systems, customer portals, hydraulic modeling applications, and other systems through Application Programming Interfaces (APIs).



An Application that Grows as You Grow

From mobile meter reading today, to moving to an AMI network tomorrow, the same software platform is utilized. Apply trend analysis in rate structure planning and usage initiatives. The modular-based platform makes it easy to turn on new features as your needs evolve, bringing you critical data to proactively plan for tomorrow.

Trust the Data

Data accuracy and dependability matter. By implementing the highest-level architecture, Neptune ensures data integrity with processes and tools to maintain quality from the meter to the platform as part of routine business operation.

NEPTUNE 360

Analyze and share meaningful data with a platform that empowers utilities. Actionable insights help you achieve your goals and objectives.



METERS MATTER

Stream critical actionable data right into Neptune® 360™.



WALK-BY DATA

Sync collected data easily.



FUTURE PROOF AMI

Connect AMI network data.



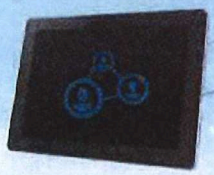
MOBILE

Incorporate mobile data collection



BRING YOUR OWN DEVICE

Eliminate specialized devices and communicate efficiently.



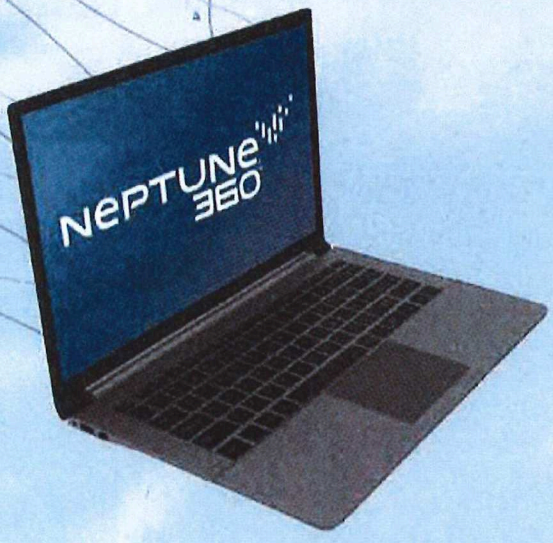
THIRD PARTY SOFTWARE

Link data with third party applications (such as CIS and ESRI).



CUSTOMER RELATIONSHIPS

Streamline utility data management and provide exceptional customer service.



+ ACT QUICKLY
+ PLAN FOR THE FUTURE
+ MANAGE GROWTH



Neptune® 360™ Benefits

- Neptune-managed system with no installation required
- Cloud-based solution in a world-class data center with the highest level of security and disaster recovery/redundancy
- 24/7 software system monitoring
- Retain data ownership in a system designed exclusively for water utilities
- Integrate and access Data Analytics across departments — helping your utility achieve goals and objectives
- Identify potential leaks, excessive consumption, and reverse flow to proactively resolve issues faster
- Migrate easily from mobile to fixed network
- Aid Non-Revenue Water reduction, conservation, and rate planning
- A single platform across devices that can be accessed anywhere at any time

Specifications

Neptune 360

- Google Chrome and Microsoft Edge web browsers supported
- When using touch screen monitors, Neptune recommends Microsoft Edge web browser for optimal viewing and performance

Neptune 360 Mobile

- Neptune 360 Mobile supports Android, iPhone, and iPad devices running the following operating systems:
  - Android: 5.1.X Lollipop, 6.0.X Marshmallow, 7.0.X Nougat, 7.1.X Nougat, 8.1.X Oreo
  - iOS: 10.3.1 and higher, 11

Bring Your Own Device to Field Operations

Save money and time with Neptune 360 Mobile — use your utility's existing Android or iOS cell phones or tablet devices to perform meter reading. Pair with an R900® Belt Clip Transceiver or MRX920™ Mobile Data Collector and expand your field device options when performing re-reads, reading monthly routes or even responding to high water bill complaints.



96

days of hourly historical consumption

Neptune 360 Mobile provides direct communication via wireless from the field without the need to bring your mobile device back into the office, yielding data on demand for more efficient customer service. Other application capabilities include RF Test, Off-Cycle Read, and Data Log to capture 96 days of hourly historical consumption — addressing customer issues faster.

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PRODUCT SHEET

A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

R900® Gateway v4 Fixed Network Data Collector



Streamline Measurement and Boost E□ ciency

Maximize the efficiency of your workforce – not only by automating meter reading but also by freeing up time for other tasks. Like the other components of Neptune's R900® System, the R900® Gateway fixed network data collector is designed for quick installation, ease of use, and flexibility. The R900 Gateway collects metering data as well as daily leak, reverse flow, and days of no flow alerts from all E-CODER®-equipped meters. The R900 Gateway's software-defined radio technology can process eight (8) meter readings simultaneously and gather 360 readings per second – optimizing your fixed network with high throughput reading performance; especially in high-density R900® deployments. The data you collect is accurate, timely, and simple to share with other departments – so you can turn it into meaningful information that will help identify hidden causes of loss and optimize efficiency.

Migrate Backward and Forward With Total Con□dence

Get the most value from your current assets, both infrastructure and workforce, through Neptune® systems that allow you to migrate at your own pace from mobile automatic meter reading (AMR) to advanced metering infrastructure (AMI). Providing fixed network functionality, the R900 Gateway is easily integrated into the system with mobile methods of reading your existing R900 endpoints, so that you can choose the technology you need, where you need it – without a need for special programming or reprogramming of MIUs. The R900 Gateway supports the R900 System's 1 Watt fixed network message from endpoints, reducing infrastructure costs.

Resolve Customer Issues Proactively with Detailed Data

The R900 Gateway gives your utility simplified access to information that will help you identify and resolve water-related issues quickly and easily. You'll be able to track detailed hourly water consumption for individual accounts and receive alerts that will help you proactively improve service to your customers. Save them – and your utility – time and money, and inform customers of excessive water usage to head off high bill complaints, reduce delinquent payments, and eliminate write-offs.

KEY BENEFITS

Facilitates Migration to AMI

- Supports the 1 Watt fixed network message from R900 endpoints, reducing infrastructure costs
- Migrate at your own pace – your system can be read by any combination of mobile and fixed that you choose
- No reprogramming of endpoints required to migrate to fixed network reading

Simple Access to Powerful Data

- On-demand read capability – obtain a reading whenever you need it
- Daily leak, reverse flow, and days of no flow alerts from E-CODER-equipped meters

Improves Meter Reading E□ ciency

- Software-defined radio (SDR) technology capable of processing eight (8) readings simultaneously
- Optimal performance in high-density R900 environments – capable of 360 readings per second

No Stranded Assets

- Maintains compatibility with existing R900s deployed
- Utilizing the power of our software-defined radio technology, all existing R900 Gateway v3 units can be easily updated to obtain R900 Gateway v4 functionality

Specifications

Receiver

- 910-920 MHz
- 50 channels
- Processes 8 readings simultaneously
- Processes 360 readings per second
- Capable of handling up to 25,000 R900s

Installation Options

- Rooftop
- Pole (2" – 16" diameter)
- Wall
- Water towers
- Street lights

Power Supplies

- 100-140 VAC
- 150W Solar
- 220W Solar

Battery Backup

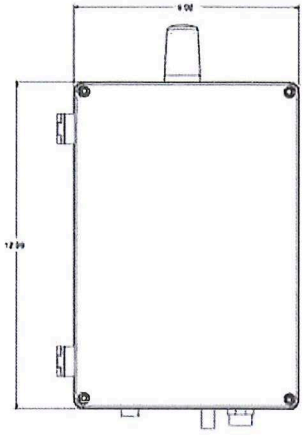
- AC version – UPS provides 8 hours battery backup
- Solar version – 3-day backup battery

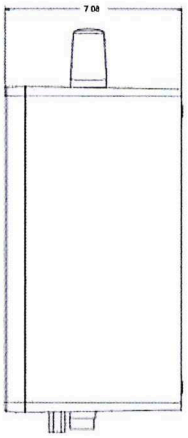
Backhaul Options

- Multi-carrier cellular modem
- EVDO Rev A (CDMA)
- 1xEVDO Rev 0 (CDMA)
- 1xRTT (CDMA)
- UMTS/HSPA (GSM)
- EDGE/GPRS (GSM)
- Ethernet
- Private LAN compatibility via Ethernet connection

Environmental

- NEMA 4X enclosure
- Operating temperature: -22°F to +140°F (-30°C to +60°C)
- Storage temperature: -40°F to +158°F (-40°C to +85°C)
- 0-95% non-condensing humidity





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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

T-10 Meter

SIZES ⅝", ¾", AND 1"



Every T-10® water meter meets or exceeds the latest AWWA C700 Standard. Its nutating disc, positive displacement principle has been time-proven for accuracy and dependability since 1892, ensuring maximum utility revenue.

Construction

The T-10 water meter consists of three major assemblies: a register, a lead free, high-copper alloy maincase, and a nutating disc measuring chamber.

The T-10 meter is available with a variety of register types. For reading convenience, the register can be mounted in one of four positions on the meter.

The corrosion-resistant, lead-free, high-copper alloy maincase will withstand most service conditions; internal water pressure, rough handling, and in-line piping stress.

The innovative floating chamber design of the nutating disc measuring element is unaffected by meter position of in-line piping stresses while the unique chamber seal extends the low-flow accuracy by sealing the chamber outlet port to the maincase outlet port. The nutating disc measuring element utilizes corrosion-resistant materials throughout and a thrust roller to minimize wear.

Warranty

Neptune® provides a limited warranty with respect to its T-10 water meters for performance, materials, and workmanship.

When desired, maintenance is easily accomplished either by replacement of major assemblies or individual components.

Guaranteed Systems Compatibility

All T-10 water meters are guaranteed adaptable to our ARB®V, ProRead™ (ARB VI) AutoDetect, ProCoder™, E-CODER® (ARB VII), E-CODER®)R900i™, E-CODER®)R450i™, E-CODER®)L900i™, TRICON®/S, TRICON/E®3, and Neptune meter reading systems without removing the meter from service.

Systems Compatibility

Adaptability to all present and future systems for flexibility is available only with Neptune's ARB® Utility Management Systems™.

KEY FEATURES

REGISTER

Magnetic-driven, low-torque registration ensures accuracy

Impact-resistant register

High-resolution, low-flow leak detection

Bayonet-style register mount allows in-line serviceability

Tamperproof seal pin deters theft

Date of manufacture, size, and model stamped on dial face

LEAD FREE MAINCASE

Made from lead free, high-copper alloy

NSF/ANSI 372, NSF/ANSI 61

Lifetime guarantee

Resists internal pressure stresses and external damage

Handles in-line piping variations and stresses

Lead free, high-copper alloy provides residual value vs. plastic or composite

Electrical grounding continuity

NUTATING DISC MEASURING CHAMBER

Positive displacement

Widest effective flow range for maximum revenue

Proprietary polymer materials maximize long-term accuracy

Floating chamber design is unaffected by meter position or in-line piping stresses

Specifications

- NSF/ANSI 372, NSF/ANSI 61
- National Type Evaluation Program (NTEP) certification

Application
- Cold water measurement of flow in one direction in residential service applications

Maximum Operating Water Pressure
- 150 psi (1034 kPa)

Maximum Operating Water Temperature
- 80°F

Measuring Chamber
- Nutating disc technology design made from proprietary synthetic polymer

Options

Sizes
- 5/8", 5/8" x 3/4"
- 3/4", 3/4" SL, 3/4" x 1"
- 1", 1" x 1¼"

Units of Measure:
- U.S. gallons, imperial gallons, cubic feet, cubic metres

Register Types
- Direct reading: bronze box and cover (standard)

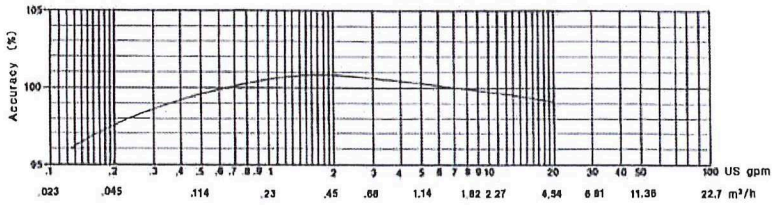
Remote Reading:
- ProRead, ProCoder, E-CODER, E-CODER)R900*i*, E-CODER)R450*i*, E-CODER)L900*i*, TRICON/S, TRICON/E3
- Reclaim

Bottom Caps
- Synthetic polymer (5/8" only)
- Cast iron
- Lead free, high-copper alloy

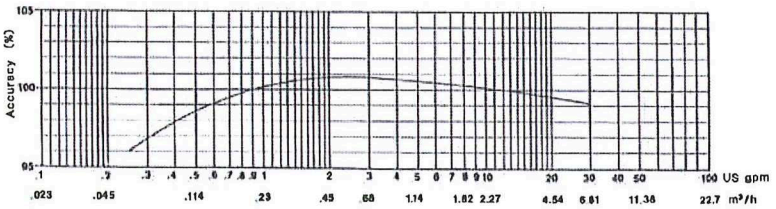
Connections
- Lead free, high-copper alloy, straight or bent

Environmental Conditions
- Operating temperature: +33° F to +149° F (0° C to +65° C)
- Storage temperature: +33° F to +158° F (0° C to +70° C)

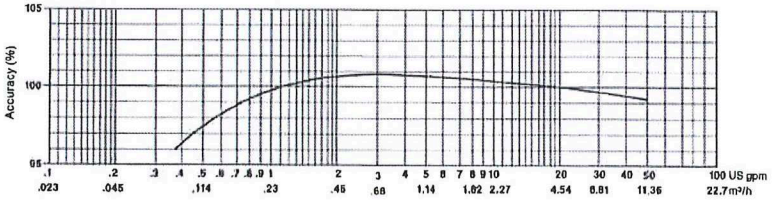
5/8" ACCURACY



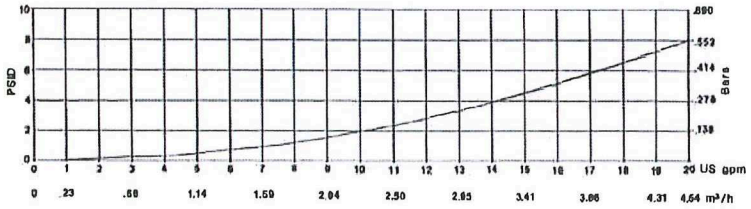
3/4" ACCURACY



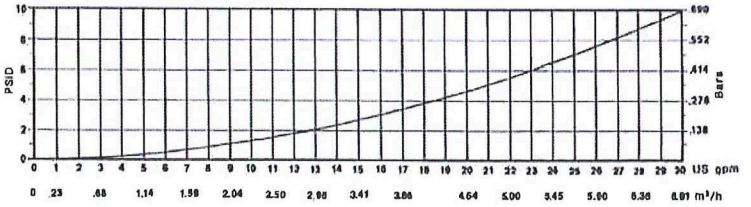
1" ACCURACY



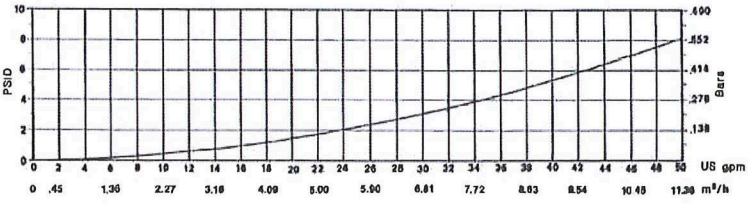
5/8" PRESSURE LOSS



3/4" PRESSURE LOSS

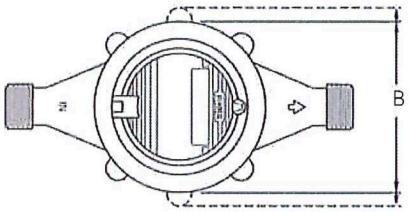


1" PRESSURE LOSS

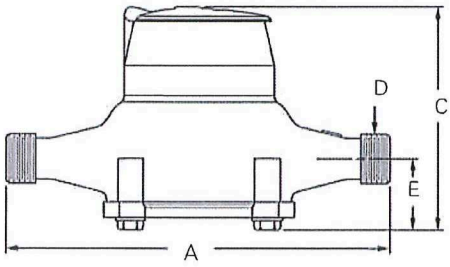


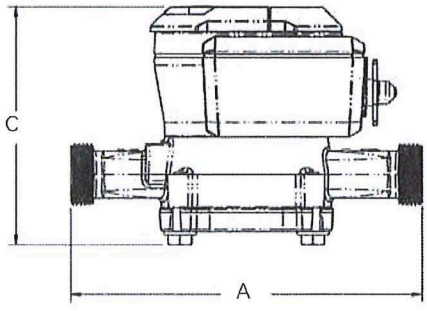
Dimensions

Meter Size	A	B	C					D-	E-	Weight lbs/kg
	in/ mm	in/ mm	Std. in/mm	ARB in/mm	ProCoder™ or E-CODER®	ProCoder™) R900*i*™ or ProCoder™) R450*i*™	E-CODER®) R900*i*™or E-CODER®) R450*i*™	NPSM Thread	in/ mm	
5/8	7½ 191	3⅝ 92	4⅜ 111	5¼ 133	5¼ 133	5¼ 133	5¼ 133	¾" - 14	1½ 38	3¼ 1.4
5/8 x ¾	7½ 191	3⅝ 92	4⅜ 111	5¼ 133	5¼ 133	5¼ 133	5¼ 133	1" - 11½	1½ 38	3⅜ 1.5
Pre 2011 ⅝	7½ 191	3⅝ 92	4⅞ 124	5½ 146	5½ 139	5½ 139	5½ 139	¾" - 14	1⅝ 41	3¾ 1.7
Pre 2011 ⅝ x ¾	7½ 191	3⅝ 92	4⅞ 124	5½ 146	5½ 139	5½ 139	5½ 139	1" - 11½	1⅝ 41	4 1.8
3/4	9 229	4⅜ 111	5½ 140	6¼ 159	6¼ 159	6¼ 159	6¼ 159	1" - 11½	1⅞ 48	6 2.7
¾" SL	7½ 911	4⅜ 111	5½ 140	6¼ 159	6¼ 159	6¼ 159	6¼ 159	1" - 11½	1⅞ 48	5½ 2.5
¾ x 1"	9 229	4⅜ 111	5½ 140	6¼ 159	6¼ 159	6¼ 159	6¼ 159	1¼" - 11½	1⅞ 48	6½ 2.9
1"	10¾ 273	6½ 165	6⅜ 162	7 178	7 178	7 178	7 178	1¼" - 11½	2⅛ 54	9¾ 4.4
1" x 1¼	10¾ 273	6½ 165	6⅜ 162	7 178	7 178	7 178	7 178	1½" - 11½	2⅛ 54	10¼ 4.6









Operating Characteristics

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	AWWA Standard	Low Flow @ 95% Accuracy
5/8"	½ to 20 US gpm 0.11 to 4.55 m³/h	1 to 20 US gpm 0.23 to 4.5 m³/h	⅛ US gpm 0.03 m³/h
¾"	¾ to 30 US gpm 0.17 to 6.82 m³/h	2 to 30 US gpm 0.45 to 6.8 m³/h	¼ US gpm 0.06 m³/h
1"	1 to 50 US gpm 0.23 to 11.36 m³/h	3 to 50 US gpm 0.68 to 11.4 m³/h	⅜ US gpm 0.09 m³/h

Registration

ProRead Registration (per sweep hand revolution)		5/8"	¾" & 1"
10	US Gallons	√	√
10	Imperial Gallons	√	√
1	Cubic Foot	√	√
0.1	Cubic Metre	√	√
Register Capacity ProRead, ProCoder, and E-CODER		**5/8"**	**¾" & 1"**
10,000,000	US Gallons	√	√
10,000,000	Imperial Gallons	√	√
1,000,000	Cubic Feet	√	√
100,000	Cubic Metres	√	√
ProCoder and E-CODER High Resolution (8-digit reading)		**5/8"**	**¾" & 1"**
0.1	US Gallons	√	√
0.1	Imperial Gallons	√	√
0.01	Cubic Feet	√	√
0.001	Cubic Metres	√	√

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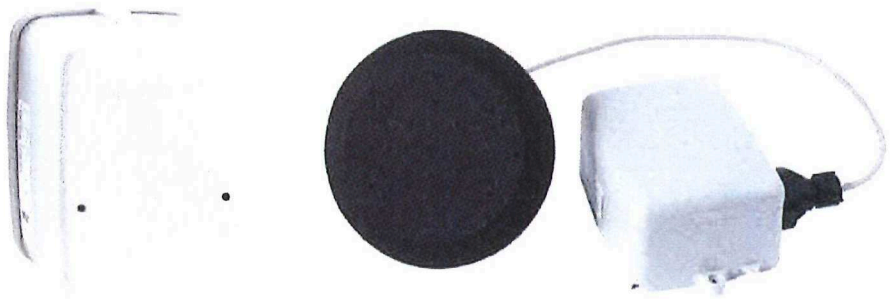
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Reap AMI Benefits with an Existing 4G LTE Network

Neptune® Cellular Meter Interface Unit (CMIU™)



The Neptune® Cellular MIU (CMIU™) securely transmits meter reading data using a 4G LTE cellular network, so your water utility can eliminate the costs and frustrations associated with the installation, maintenance, and troubleshooting of AMI infrastructure. Instead, you can leverage an existing 4G LTE network to provide easy connectivity.

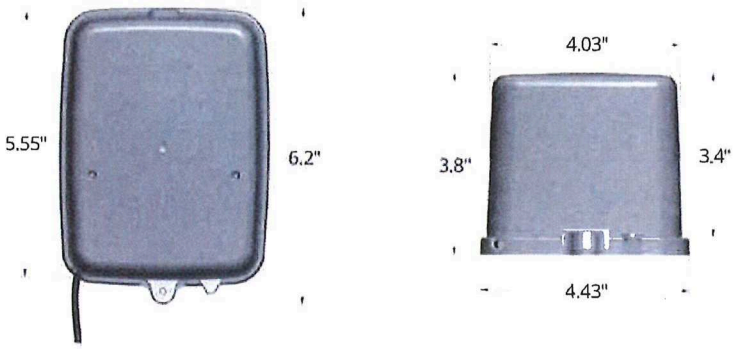
- Network-as-a-Service (NaaS)
- 4G LTE cellular technology using AT&T or Verizon
- Eliminate maintenance, costs associated with AMI deployment
- Operating modes:
  Basic – hourly data delivered every 24 hours
  Advanced – hourly data delivered every 4 hours
  Pro – 15-minute data delivered every hour

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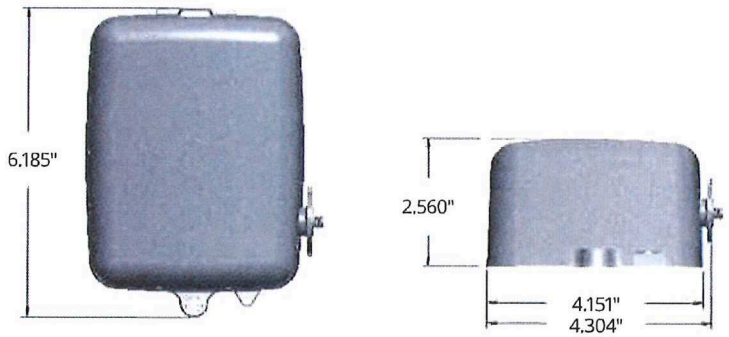
#winyourday

Dimensions

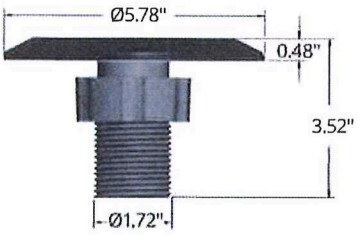
Wall MIU



Pit MIU



CMIU Pit Antenna



Specifications

Environmental Conditions

- Operating temperature: -22°F to +149°F (-30°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)
- Operating humidity: 100% condensing

Antennas

- Wall MIU: Standard internal antenna
- Pit MIU: Standard through-the-lid antenna
  - 18" Coax

Encoded Register Compatibility

- Neptune MACH 10®, ARB®V, ProRead™, E-CODER®, and ProCoder™
- Sensus ECR II, ICE, iPerl, Electronic Register and OMNI
- Hersey/Mueller Translator
- Badger ADE and HR E|LCD
- Elster/AMCO InVision (Sensus protocol version)

Battery Warranty

- Basic Operating Mode: 10 years*

* Warranty dependent on CMIU mode of operation. Refer to warranty statement.

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

High Performance PROTECTUS® III Stainless Steel (S) Fire Service Meter

SIZES: 4", 6", 8", and 10"



The Neptune® HP PROTECTUS® III Stainless Steel (S) fire service meter measures extremely wide flow ranges at 100% ± 1.5% accuracy. All HP fire service meters meet or exceed AWWA C703 Standard, are certified to NSF/ANSI 61 and 372 requirements, and are Underwriters Laboratory (UL) Listed and Factory Manual (FM) Approved for fire service use.

Application

The HP PROTECTUS III S fire service meter is designed to measure both domestic and fire service water usage through a single water line. A typical application would be in a warehouse, hotel, or hospital where one water line may supply any number of faucets or bathrooms as well as an automatic sprinkler system.

Operation

At low flow rates, all flow is through the bypass meter. As flow increases, pressure loss through the bypass meter increases and the detector check valve automatically opens. This condition occurs, for example, when a fire sprinkler system goes into operation. This permits flow through the mainline turbine meter. As flow decreases, reduced pressure loss closes the detector check valve and flow is again directed through the bypass meter.

Construction

The combined readings of the mainline turbine and the bypass meter indicate total consumption through the HP PROTECTUS III S meter.

- 300 series stainless steel mainline body
- Integral detector check valve (stainless steel spring-loaded type)
- 300 series stainless steel strainer body with stainless steel basket
- Epoxy-coated steel strainer and valve cover
- HP Turbine measuring element
- Lockable ball valves used on bypass
- Check valve used on bypass
- 1" T-10® meter (on 4" size)
- 1½" T-10 or 1½" HP Turbine meter (on 6" size)
- 2" T-10 or 2" HP Turbine meter (on 8" and 10" sizes)

KEY FEATURES

Compact Size

- Standard laying length fits existing installations
- Lowers new installation and replacement costs

Wide Operating Range

- Measures extremely wide flow ranges at 98.5%–101.5% accuracy
- Combines low-flow sensitivity of disc meter with high-flow capacity of turbine meter
- Registers leaks or unauthorized use of water from fire service lines

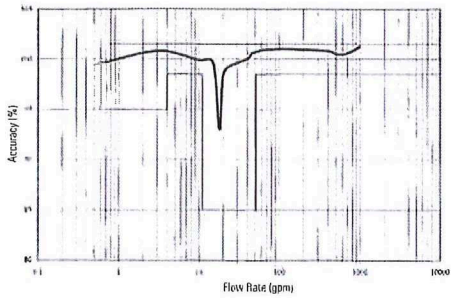
Component Repair and Maintenance

- Owner maintenance easily accomplished by replacement of major components
- Calibration vane allows in-field calibration of unitized measuring element (UME)

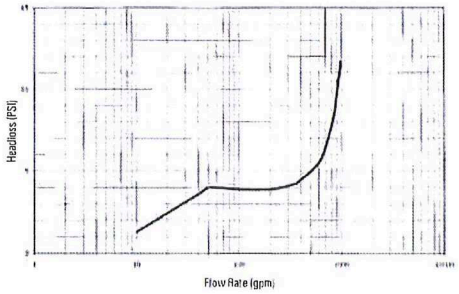
Roll-Sealed Registers

- Eliminates leaking and fogging
- In-line serviceability
- Magnetic driven, low-torque registration
- Tamperproof seal design

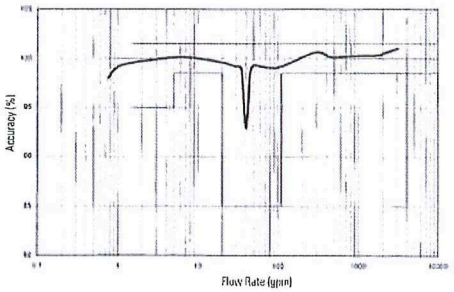
4" Accuracy



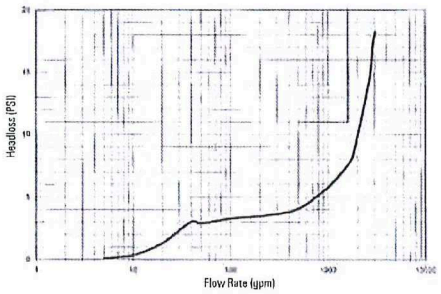
4" Headloss



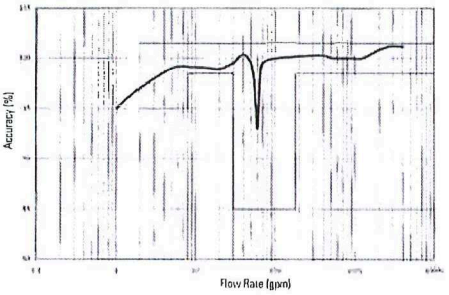
6" Accuracy



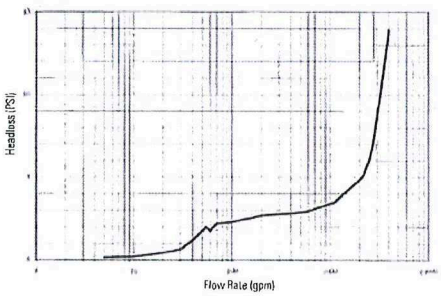
6" Headloss



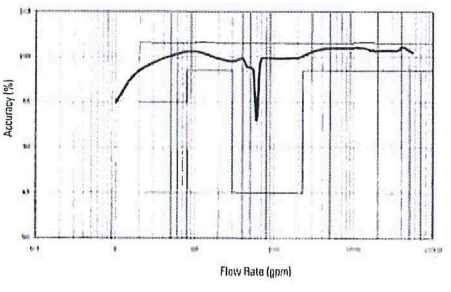
8" Accuracy



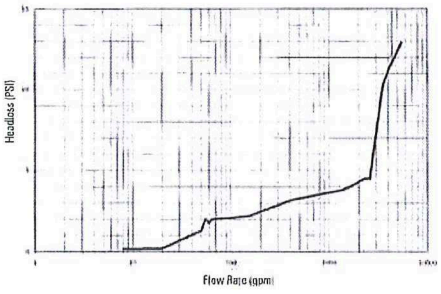
8" Headloss



10" Accuracy



10" Headloss



These charts show typical meter performance. Individual results may vary.

Operating Characteristics

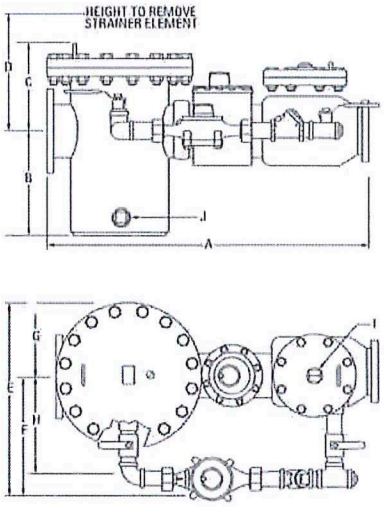
Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	AWWA Standard	Low Flow @ 95% - 101% Accuracy	Maximum Intermittent Flow Rate
4"	¾ to 1200 US gpm 0.171 to 272.55 m³/h	4 to 700 US gpm 0.91 to 1.59 m³/h	⅜ US gpm 0.09 m³/h	1500 US gpm 340.7 m³/h
6"	1½ to 2500 US gpm 0.34 to 567.81 m³/h	5 to 1600 US gpm 1.14 to 363 m³/h	¾ US gpm 0.17 m³/h	3100 US gpm 704.1 m³/h
8"	2 to 4000 US gpm 0.45 to 908.5 m³/h	8 to 2800 US gpm 1.8 to 636 m³/h	1 US gpm 0.23 m³/h	5000 US gpm 1135.6 m³/h
10"	2 to 6500 US gpm 0.45 to 1476.31 m³/h	8 to 4400 US gpm 1.8 to 999 m³/h	1 US gpm 0.23 m³/h	8000 US gpm 1817 m³/h

Dimensions

Meter Size	A in/mm	B in/mm	C in/mm	D in/mm	E in/mm	F in/mm	G in/mm	H in/mm	I in/mm	J in/mm	Weight lbs/kg
4"	33 838	10 254	10¾ 273	17½ 445	22 559	15¼ 387	6¾ 171	12 305	2 51	2 51	215 98
6"	45 1143	11 1/16 281	11⅜ 289	21¼ 540	29 737	19½ 495	9½ 241	16 406	2 51	3 76	570 258
8"	53 1346	11 13/16 300	13 29/64 342	25⅞ 657	34¼ 870	21¾ 552	12½ 318	17 432	3 76	3 76	765 347
10"	68 1727	14 13/16 376	15 381	30 1/16 764	36¼ 921	22½ 572	13¾ 349	18 457	3 76	3 76	900 408

Registration

Registration (per sweep hand revolution)	Disc Side			Turbine Side		
	1"	1½"	2"	4"	6"	8" &10"
1,000 US Gallons					✓	✓
100 Gallons		✓	✓	✓		
100 Cubic Feet					✓	✓
10 US Gallons	✓					
10 Cubic Feet		✓	✓	✓		
1 Cubic Foot	✓					
10 Cubic Metres					✓	✓
1 Cubic Metre			✓	✓		
0.1 Cubic Metre	✓	✓				



Register Capacity (6 active wheel odometer)	Disc Side			Turbine Side		
	1"	1½"	2"	4"	6"	8" &10"
1,000,000,000 Gallons					✓	✓
100,000,000 Gallons		✓	✓	✓		
100,000,000 Cubic Feet					✓	✓
10,000,000 Gallons	✓					
10,000,000 Cubic Feet		✓	✓	✓		
10,000,000 Cubic Metres					✓	✓
1,000,000 Cubic Metres			✓	✓		
1,000,000 Cubic Feet	✓					
100,000 Cubic Metres	✓	✓				

Specifications

Application
- Cold water measurement of flow in one direction

Maximum Operating Pressure
- 175 psi (1206 kPa)

Register
- Direct reading, center sweep, roll-sealed magnetic drive with low-flow indicator

Measuring Element
- AWWA Class II Turbine, hydrodynamically-balanced rotor, nutating disc

Flanges
- Round flanged ends per AWWA C207, Class D

Approvals
- NSF/ANSI 61
- NSF/ANSI 372
- UL Listed
- FM Approved

Options

Sizes
- 4", 6", 8", and 10"

300 Series Stainless Steel Strainer Cover and Valve Cover

300 Series Stainless Steel Bolts

Left Side Bypass

Units Of Measure
- U.S. gallons, Imperial gallons, cubic feet, cubic metres

Register types
- Remote reading systems*: ProRead™, ProCoder™, E-CODER®, E-CODER®)R900*i*™, E-CODER®)R450*i*™, E-CODER®)L900*i*™, TRICON®/S, TRICON/E®3
- Reclaim

Companion Flanges
- Cast iron
- Bronze (4" only)

Special Meter Flanges**
- 12" (for 10" meter size)

**Consult factory for meter performance specifications when fitted with ARB.*

***Non-UL/FM approved.*

Guaranteed Systems Compatibility

All HP PROTECTUS III S fire service meters are guaranteed adaptable to our ProRead, ProCoder, E-CODER, E-CODER)R900*i*, E-CODER)R450*i*, E-CODER)L900*i*, TRICON/S, TRICON/E3, and Neptune meter reading systems without removing the meter from service.

Warranty

Neptune provides a limited warranty with respect to its HP PROTECTUS III S fire service meter for performance, materials, and workmanship.

When desired, owner maintenance is easily accomplished by in-line replacement of the UME.

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Be Confident with Sustained Accuracy Over Time

Neptune® MACH 10® Ultrasonic Meter



The MACH 10® ultrasonic water meter features solid state metrology with no degradation of accuracy over time. Combined with a corrosion-resistant, lead-free, high-copper alloy maincase, the MACH 10 is built to withstand demanding service conditions and deliver sustained accuracy over the life of the meter.

- Sizes ⅝", ¾", and 1"
- Extended low-flow range and accuracy
- No maintenance
- Accuracy sustained over meter life
- Advanced ultrasonic technology
- MACH 10®)R900*i*™ features interleaved messages to support AMR, AMI, and the open-standards LoRaWAN™ AMI network simultaneously
- Supports Neptune Network-as-a-Service (NaaS) managed AMI service

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Specifications

AWWA C715 Compliant

NSF/ANSI 61 Certified

UL327B Certified (¾", 1")

Application

- Cold water measurement of flow in residential potable, combination potable and fire service, and reclaim/secondary water applications.

Maximum Operating Water Pressure

- 175 psi

Operating Water Temperature Range

- +33°F to +122°F (+0.5°C to +50°C)

Options

Sizes

- ⅝", ⅝" x ¾"
- ¾", ¾" x 1"
- 1", 1" x 1¼"

Units of Measure

- U.S. gallons, Imperial gallons, cubic feet, cubic metres

Meter Options

- Potable water
- Reclaim water
- Residential fire service (combo or standalone meter service lines)

Environmental Conditions

- Operating temperature: +14°F to +149°F (-10°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)

Warranty

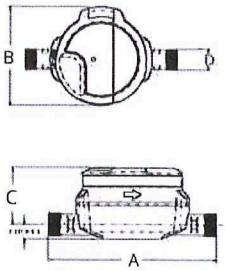
- Neptune provides a limited warranty with respect to its MACH 10 residential line of ultrasonic meters for performance, materials, and workmanship.

System Compatibility

- Available in MACH 10)R900*i* and MACH 10)TC configurations for an integrated radio solution.

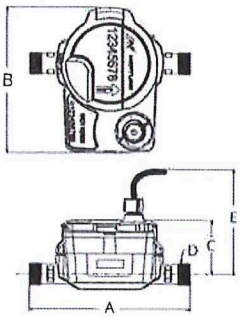
MACH 10® Dimensions

Meter Size	A	B	C	D NPSM
⅝"	7½"	4⅞"	2½"	¾" - 14
⅝" x ¾"	7½"	4⅞"	2½"	1" - 11½
¾"	9"	4⅞"	2⁹⁄₁₆"	1" - 11½
¾" SL	7½"	4⅞"	2⁹⁄₁₆"	1" - 11½
¾" x 1"	9"	4⅞"	2⁹⁄₁₆"	1¼" - 11½
1"	10¾"	4⅞"	2¹¹⁄₁₆"	1¼" - 11½
1" x 1¼"	10¾"	4⅞"	2¹¹⁄₁₆"	1½" - 11½



MACH 10®)R900i™ DIMENSIONS

Meter Size	A	B	C	D NPSM	E
⅝"	7½"	6¾"	2½"	¾" - 14	5⅞"
⅝" x ¾"	7½"	6¾"	2½"	1" - 11½	5⅞"
¾"	9"	6¾"	2⁹⁄₁₆"	1" - 11½	5¹⁵⁄₁₆"
¾" SL	7½"	6¾"	2⁹⁄₁₆"	1" - 11½	5¹⁵⁄₁₆"
¾" x 1"	9"	6¾"	2⁹⁄₁₆"	1¼" - 11½	5¹⁵⁄₁₆"
1"	10¾"	6¾"	2¹¹⁄₁₆"	1¼" - 11½	6¹⁄₁₆"
1" x 1¼"	10¾"	6¾"	2¹¹⁄₁₆"	1½" - 11½	6¹⁄₁₆"



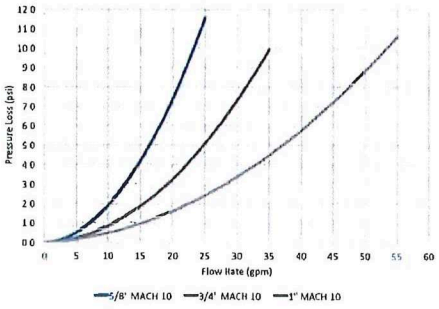
Operating Characteristics

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	AWWA C715 Standard Type 1	Extended Low Flow @ 100% Accuracy (+/- 3%)
⅝"	0.10 to 25 U.S. gpm 0.02 to 4.55 m³/h	0.2 to 20 U.S. gpm 0.23 to 4.5 m³/h	0.05 U.S. gpm 0.01 m³/h
¾"	0.10 to 35 U.S. gpm 0.02 to 6.82 m³/h	0.5 to 30 U.S. gpm 0.45 to 6.8 m³/h	0.05 U.S. gpm 0.01 m³/h
1"	0.40 to 55 U.S. gpm 0.11 to 11.36 m³/h	0.75 to 50 U.S. gpm 0.75 to 11.4 m³/h	0.25 U.S. gpm 0.03 m³/h

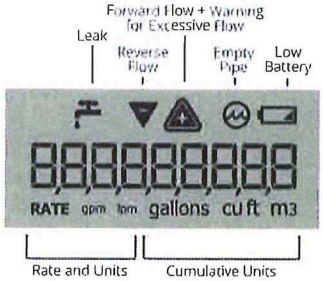
Registration

High Resolution (8-digit reading)	
0.1	U.S. Gallons
0.1	Imperial Gallons
0.01	Cubic Feet
0.001	Cubic Metres

Pressure Loss



LCD DISPLAY



LoRa Alliance Certified™

neptunetg.com

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Capture Ultra-Low Flows and Monitor Flow Direction

Neptune® ProCoder™)R900*i*™



The Neptune® ProCoder™)R900*i*™ combination absolute encoder register/radio frequency meter interface unit (RF MIU) makes it simple to collect metering data using multiple modes simultaneously and features a high-resolution, mechanical sweep hand to detect ultra-low flows as well as monitor direction of flow. Its interleaved mobile and high-power fixed network messages allow for simple migration from walk-by to mobile to fixed network reading – and back again – without site visits or reprogramming. Your utility can also review an account's consumption by the hour with 96 days of profile information, along with alerts for leak or backflow. Proactively identify and resolve customer issues – heading off high bill complaints, reducing delinquent payments, and eliminating write-offs.

- Easy to install/no programming required
- Interleaved mobile and high-power fixed network messages
- Read in walk-by, mobile, fixed modes simultaneously
- 96 days of hourly account history
- Leak, tamper, reverse flow detection

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Specifications

Electrical Specifications

- MIU Power: Lithium battery with capacitor

Transmitter Specifications:

- Two-way MIU
- Transmit Period (interleaved mobile and fixed network messages):
  - Standard mobile message every 14 seconds at 100 mW
  - Standard fixed network message every 7½ minutes at 1 Watt
- FCC Verification: Part 15.247
  - Transmitter Channels: 50 frequency-hopping, spread-spectrum
  - Channel Frequency: 910 to 920 MHz
- Encoder Register Reading Interval:
  - Every 15 minutes
- Data Logging Interval:
  - 96 days of hourly data

Environmental Conditions

- Operating Temperature: -22°F to +149°F (-30°C to +65°C)
- Storage Temperature: -40°F to +158°F (-40°C to +70°C)
- Operating Humidity:
  - Inside Set: 0 to 95%, condensing
  - Pit Set: 100% submersible

Materials

- Register Housing:
  - Inside Set: plastic polycarbonate
  - Pit Set: roll-sealed copper shell
- Lens:
  - Inside Set: plastic
  - Pit Set: glass

Antennas

- Standard internal antenna
- Optional through-the-lid antenna
- 18" coax
- 6' coax
- 20' coax

Resolution

Register Capacity

	Size	G	ft³	m³
T-10®(Includes disc side of TRU/FLO®)	⅝", ¾", 1"	10,000,000	1,000,000	100,000
T-10 (Includes disc side of HPPIII)	1.5", 2"	100,000,000	10,000,000	1,000,000
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	1.5", 2", 3", 4"	100,000,000	10,000,000	1,000,000
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	6", 8", 10"	1,000,000,000	100,000,000	10,000,000

High Resolution (8-digit reading)

	Size	G	ft³	m³
T-10 (Includes disc side of TRU/FLO)	⅝", ¾", 1"	0.1	0.01	0.001
T-10 (Includes disc side of HPPIII)	1.5", 2"	1	0.1	0.01
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	1.5", 2", 3", 4"	1	0.1	0.01
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	6", 8", 10"	10	1	0.1

ProCoder Registration (Per Sweep Hand Revolution)

Type	Size	G	ft³	m³
T-10	⅝" - 2"	0.1	0.01	0.001
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	1.5", 2", 3", 4"	10	1	0.1
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	6", 8", 10"	100	10	1

Options

Compatibility

- Available for ⅝"-2" T-10® water meters
- Handhelds with R900® Belt Clip Transceiver - mobile RF
- MRX920™ - mobile RF
- R900® Gateways - fixed network RF

Units of Measure

- U.S. Gallons, Cubic Feet, Imperial Gallons, Cubic Metres

Warranty

- 20 years (10/10); refer to specific Warranty Statement

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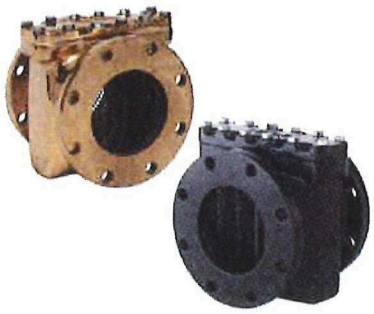
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Strainers

SIZES: 1½", 2", 3", 4", 6", 8", and 10"



Neptune® strainers are designed and built for long-term, trouble-free performance in water pipeline service. They are specially designed for installation with HP Turbine or TRU/FLO® compound meters and are compatible with all other makes as well.

Neptune recommends that a strainer be installed with each HP Turbine or TRU/FLO Compound meter to prevent meter damage and to ensure accurate registration regardless of the configuration of the meter installation.

Performance

When installed at the inlet of a turbine or compound meter, the strainer performs two very important functions:

- It provides protection against damage to the turbine meter measuring element from debris or foreign material in the pipeline.
- The stainless steel, plate-type strainer element is designed to improve the velocity profile of the flow stream entering the meter. This velocity profile improvement optimizes turbine meter performance. Good metering practice normally requires 8 to 10 diameters of straight pipe at the meter inlet to minimize velocity profile distortion caused by upstream valves or other fittings. The Neptune strainer reduces this long straight-run requirement and simplifies meter installation.

Construction

Neptune strainers are built of the highest-quality, time-proven materials available for water pipeline service. Strainer bodies and covers in 1½" through 10" sizes are made of lead free, high-copper alloy or Rilsan® nylon-coated ductile iron. Strainer elements and cover bolts in all sizes are stainless steel.

Neptune strainers are rated at 150 psi working pressure. Each strainer is hydrostatically tested at 300 psi before shipment to ensure hydraulic integrity.

Warranty

Neptune provides a limited warranty with respect to its strainers for performance, materials, and workmanship. For owner maintenance purposes, Neptune offers a complete inventory of replacement parts. When required, maintenance is easily accomplished without removing the strainer from the service line.

KEY FEATURES

Lead free, high-copper alloy or Rilsan nylon-coated ductile iron body ensures durability; chemical and corrosion resistant

NSF/ANSI 61 certified and NSF/ANSI 372 compliant

Low head loss

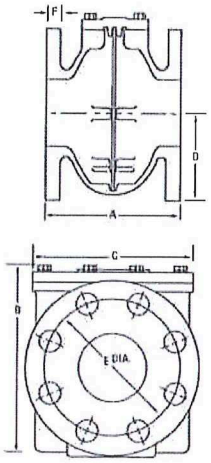
Stainless steel strainer plate and cover bolts

Height to center line matches Neptune HP Turbines for easy installation

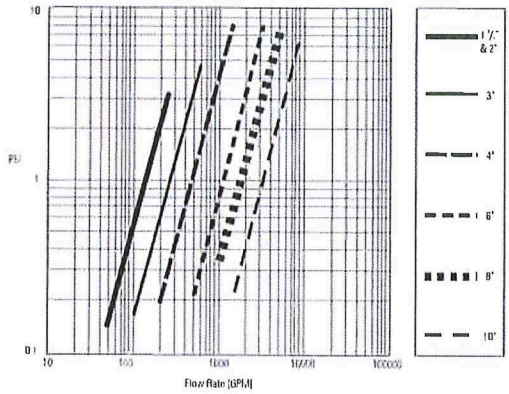
In-line serviceability

Dimensions

Meter Size	A in/mm	B in/mm	C in/mm	D in/mm	E in/mm	F in/mm	No. of Holes	Hole Dia. in/mm	Weight lbs/ kg
1 ½"	7 178	6 152	5 ¼ 133	2 ⅛ 54	4 ½ 114	¾ 19	2	¾ 19	15 6.8
2"	7 178	6 152	5 ¼ 133	2 ⅛ 54	4 ½ 114	¾ 19	2	¾ 19	15 6.8
3"	6 152	8 ½ 216	8 ¾ 222	3 ¾ 95	6 152	⅝ 16	4	¾ 19	30 13.6
4"	7 ½ 191	9 ¾ 248	10 ½ 267	4 ½ 114	7 ½ 191	11/16 17	8	¾ 19	42 19.0
6"	9 229	11 ¾ 298	11 ½ 292	5 ½ 140	9 ½ 241	⅞ 22	8	⅞ 22	70 31.8
8"	10 254	14 356	13 ½ 343	6 ¾ 171	11 ¾ 298	1 ⅛ 29	8	⅞ 22	120 54.5
10"	15 381	18 ¼ 464	18 ¼ 464	8 203	14 ¼ 362	1 3/16 30	12	1 25	160 72.6



Pressure Loss



Options

Rilsan nylon-coated ductile iron

Lead free, high-copper alloy

Maximum Operating Pressure

150 psi

Part Numbers

Lead Free, High-Copper Alloy

- 1½" 53145-000
- 2" 53120-000
- 3" 53107-000
- 4" 53107-100
- 6" 52000-201
- 8" 52000-304
- 10" 52000-402

Lead Free, Rilsan Nylon-Coated Ductile Iron

- 1½" 53145-100
- 2" 53120-600
- 3" 53107-600
- 4" 53107-700
- 6" 52000-601
- 8" 52000-704
- 10" 52000-802

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Trimble Ranger 3XE Handheld Data Collector



Streamline and Automate Water Measurement

When you work with the Neptune® R900® System, you'll streamline and automate processes to help your workforce be more efficient in their jobs, saving your utility time and money. The Trimble Ranger 3XE's intuitive design reduces training time, and our automated features ensure that the data you collect is accurate and easy to share with other departments. And if you need it, you can count on our support staff to resolve issues quickly and efficiently. Neptune's systems provide the foundation that you can build on, turning data into meaningful information to improve accuracy, identify hidden causes of loss, and streamline operations.

Protect Assets While Adopting New Technologies

Neptune has designed the R900 System to ensure that individual components work easily with past generations of equipment, and will work just as seamlessly with future innovations as your utility's needs evolve. For instance, the Trimble Ranger 3XE maintains support to read R900® MIUs through its internal HR2650i receiver. The Ranger lets you choose manual keyed entry, probed, and walk-by RF data collection methods at any time. The Ranger can also be paired via Bluetooth with the R900® Belt Clip Transceiver (BCT). This enables features such as RF-activated data logging to extract 96 days' worth of hourly consumption data from the new enhanced R900 or E-CODER®)R900*i*™ for an individual account. You can phase in these and other new features and equipment at your own pace, confident that Neptune will support your future needs without leaving stranded assets.

Address Customer Issues And Improve Service

With the Trimble Ranger 3XE and R900 BCT, access to the meter is not an issue, so your meter readers can quickly capture the information they need remotely. Your field personnel can now have AMI functionality in the palm of their hand, with immediate access to detailed interval data as well as flags for leaks, tamper, and reverse flow from E-CODER®-equipped meters. They can generate graphs of a customer's water consumption and show the customer on-screen exactly when excessive water usage occurred or when a probable continuous leak began. Seeing usage patterns and receiving alerts will help your utility proactively improve your customer service, heading off high bill complaints, reducing delinquent payments, and avoiding write-offs in the process.

KEY BENEFITS

Increases Efficiency

- Supports multiple data collection methods – manual keyed entry, probed, and mobile RF
- Integrated HR2650i receiver for easy transition to mobile RF
- Supports two-way communication to R900 when connected to R900 Belt Clip Transceiver (BCT)

Protects your meter reading data

- SD card backup
- Meets MIL-STD-810G for impact, vibration, humidity, altitude, and extreme temperatures
- Meets IP67 for protection against dust and water intrusion

Analyze data at the source

- View data logging graphs in the field to address high bill complaints
- Identify high/low audit status failures
- Receive leak, reverse flow, and days of no flow alerts from E-CODER-equipped meters

Specifications

Operating System

- Windows Mobile 6.5 Professional

Software Application

- N_SIGHT® (version 4.7 or later)

Processor

- TI AM3715 Sitara ARM Cortex-A8 processor at 800 MHz

Memory

- 256 MB RAM

Display

- 4.2 in (10.6 cm), 640 x 480 pixel, VGA TFT with LED backlighting

Keyboard:

- QWERTY full keypad with number pad, directional buttons with 4 programmable buttons

Power Supply

- Rechargeable lithium ion battery pack – 11.1V, 2500 mAh, 27.8 Wh
- Power management system
- Integrated charge status and low battery indicator
- Typical 10+ hour work day

Communication

- Bluetooth 2.0 + EDR
- WiFi (802.11b/g)

WWAN Radios

- HSDPA, Tri-band
- HSDPA/UMTS: 850/1900/2100 MHz, Quad-band
- GSM/GPRS/EDGE
- CDMA

Audio

- Integrated speaker and microphone

AMR RF Receiver

- HR2650i integrated receiver, Also compatible via Bluetooth with R900 BCT

Dimensions

- Height: 1.9" (4.8 cm)
- Width: 5.2" (13.1 cm)
- Length: 10.5" (26.6 cm)
- Weight: 2.3 lbs. (1.04 kg) including rechargeable battery and stylus

Temperature Range

- Operating: -22°F to +140°F (-30°C to +60°C)
- Storage: -40°F to +158°F (-40°C to +70°C)
- Humidity: 90% RH temp cycle -4°/+140°F (-20°C/+60°C)

Environmental – Meets or Exceeds:

- Water: IEC-529, IP67
- Sand & Dust: IEC-529, IP67
- Drop: MIL-STD-810G, Method 516.6, Procedure IV
- Vibration: MIL-STD-810G, Method 514.6, Procedure I, II
- Operating and Storage Temperature: MIL-STD-810G, Method 501.5 – Procedure I, II, Method 502.5 – Procedure I, II, III
- Temperature Shock: MIL-STD-810G, Method 503.5, Procedure I
- Humidity: MIL-STD-810G, Method 507.5
- Altitude: MIL-STD-810G, Method 500.5, Procedure I, II, III

Approvals

- FCC, CE, R&TTE, IC (Canada), C-tick, GCF compliant, RoHS compliant, Section 508 compliant, AT&T certified, WiFi Alliance certified, MIL-STD-810G, IP67, MIL-STD-461

Accessories

- Ethernet communications and charging cradle
- Replacement lithium-ion battery
- Hand strap
- AC power adapter
- Anti-glare screen protector
- Stylus

Warranty

- Two year comprehensive warranty
- Hardware and software maintenance contracts available

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PRODUCT SHEET

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E-CODER®)R900*i*™



Protect And Expand Your Technology Investments

Neptune® designed the R900® System to make it easy for your utility – installation, everyday use, and expansion for the future without stranded assets. The E-CODER®)R900*i*™ combination absolute encoder register/ radio frequency meter interface unit (RF MIU) is a perfect example of all of the above. Not only does it work with past generations of meters and meter reading systems, but seamless integration is built into this single-unit end-point itself, providing two-way communications of advanced metering data. The E-CODER)R900*i*'s interleaved mobile and high-power fixed network messages allow for simple migration from mobile to fixed network reading without site visits or reprogramming.

Streamline Operations And Manage Resources

In addition to eliminating the need for programming, the E-CODER)R900*i* has no external wires, making installation easier, faster, and less costly; plus it reduces potential vandalism or tamper. As with the rest of the R900 System, the design of the unit is intuitive and user-friendly so that minimal training is required for operation. It's designed to help manage time, labor, and other resources. The radio frequency transmission of the E-CODER)R900*i* can save your utility significant amounts of time in terms of both meter reading and billing, and provide flexibility to reallocate personnel to different tasks or departments depending on your changing workforce needs.

Do More With Detailed, Actionable Data

The types of data your utility can generate through the E-CODER)R900*i* can take you far beyond a simple meter reading for a monthly bill. Hourly consumption profile information over an account's last 96 days, along with alerts for leak or backflow, help to proactively identify and resolve customer issues – heading off high bill complaints, reducing delinquent payments, and eliminating write-offs. Using Neptune® 360™ host software, your utility can leverage detailed data from the E-CODER)R900*i* to balance water produced versus water consumed, group accounts for District Metered Area analysis, and track and manage Non-Revenue Water. From increasing efficiencies to pinpointing possible tamper or water theft to aiding customer service, the data supplied by the E-CODER)R900*i* can help your utility make better, more confident decisions.

KEY BENEFITS

Facilitates Migration to AMI

- 1 Watt fixed network message reduces infrastructure costs
- Interleaved mobile and fixed network messages facilitate migration without changing the "modes" in the MIU

Reduces Non-Revenue Water

- Provides leak history/diagnostics
- Enables proactive leak notification
- Provides hourly consumption data
- Improves meter reading accuracy
- Eliminates estimated reads

Identifies Potential Theft

- Tamper detection
- Reverse flow detection
- Identifies significant periods of zero consumption

Simplifies Installation Process

- Easy to install/no programming required
- No external wires
- Reduces labor cost
- Reduces potential wire vandalism and damage

Technical Specifications

Electrical Specifications

- MIU power: Lithium battery with capacitor

Transmitter Specifications

- Two-way MIU
- Transmit period (interleaved mobile and fixed network messages):
  - Standard mobile message every 14 seconds at 100 mW
  - Standard fixed network message every 7½ minutes at 1 Watt
- FCC verification: Part 15.247:
  - Transmitter channels: 50; frequency-hopping, spread-spectrum
  - Channel frequency: 910 to 920 MHz
- Encoder register reading interval:
  - Every 15 minutes
- Data logging interval:
  - 96 days of hourly data

Environmental Conditions

- Operating temperature: -22°F to +149°F (-30°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)
- Operating humidity:
  - Inside set - 0 to 95%, condensing
  - Pit set - 100% submersible

Materials

- Register housing:
  - Inside set: plastic polycarbonate
  - Pit set: roll-sealed copper shell
- Lens:
  - Inside set: plastic
  - Pit set: glass

Antennas

- Standard internal antenna
- Optional through-the-lid antenna:
  - 18" Coax
  - 6' Coax
  - 20' Coax

Options

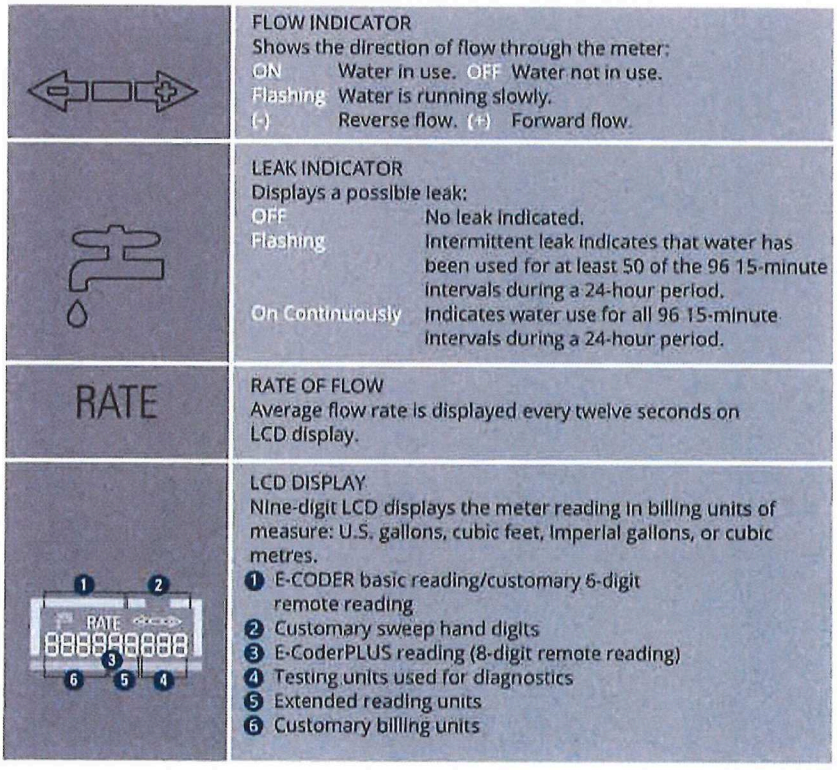
Compatibility

- Available for all sizes and makes of current Neptune meters
- Handhelds with R900® Belt Clip Transceiver - mobile RF
- MRX920™ - mobile RF
- R900® Gateways - fixed network RF

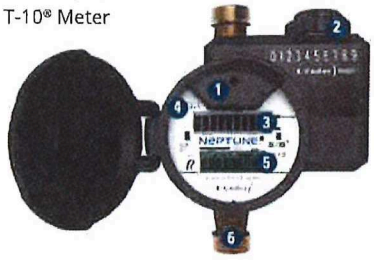
Units of Measure: U.S. Gallons, Cubic Feet, Imperial Gallons, Cubic Metres

Warranty

20 years (10/10); refer to specific Warranty Statement



1. Internal Antenna
2. Optional Antenna Port
3. Solar Panel
4. Date of Manufacture
5. LCD Display
6. T-10® Meter



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Superior Accuracy. Zero Maintenance.

Neptune® MACH 10® Ultrasonic Meter



The MACH 10® ultrasonic water meter features solid state ultrasonic technology including a factory-calibrated, replaceable unitized measuring element (UME) with no degradation of accuracy over time. Combined with a corrosion-resistant, lead-free, high-copper alloy maincase, the MACH 10 is built to withstand demanding service conditions and deliver sustained accuracy over the life of the meter.

- Sizes 3", 4", and 6"
- Advanced ultrasonic technology with easily replaceable UME design
- Accuracy sustained over meter life
- Can be installed in both horizontal and vertical applications
- Available in standard turbine and compound lay lengths
- Lead free, high-copper alloy maincase
- Open flow path design with low pressure loss

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Specifications

AWWA C715 Compliant

NSF/ANSI 61 Certified

Cold water measurement of flow in potable water applications

Maximum Operating Water Pressure

- 175 psi

Operating Water Temperature Range

- +33°F to +122°F (+0.5°C to +50°C)

Options

Units of Measure

- U.S. gallons, cubic feet, cubic metres

Environmental Conditions

- Operating temperature: +14°F to +149°F (-10°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)

Warranty

- Neptune provides a limited warranty with respect to its MACH 10 line of ultrasonic meters for performance, materials, and workmanship.

System Compatibility

- Compatible with Neptune R900® and CMIU. Also available in MACH 10®)R900*i*™and MACH 10®)TC configurations for an integrated radio solution.

Operating Characteristics

Meter Size	Extended Low Flow @ 100% Accuracy (+/- 3.0%)	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	Safe Maximum Operating Capacity
3"	0.50 U.S. gpm	0.625 to 500 U.S. gpm	500 U.S. gpm
4"	0.75 U.S. gpm	1.0 to 1200 U.S. gpm	1200 U.S. gpm
6"	1.0 U.S. gpm	1.5 to 2000 U.S. gpm	2000 U.S. gpm

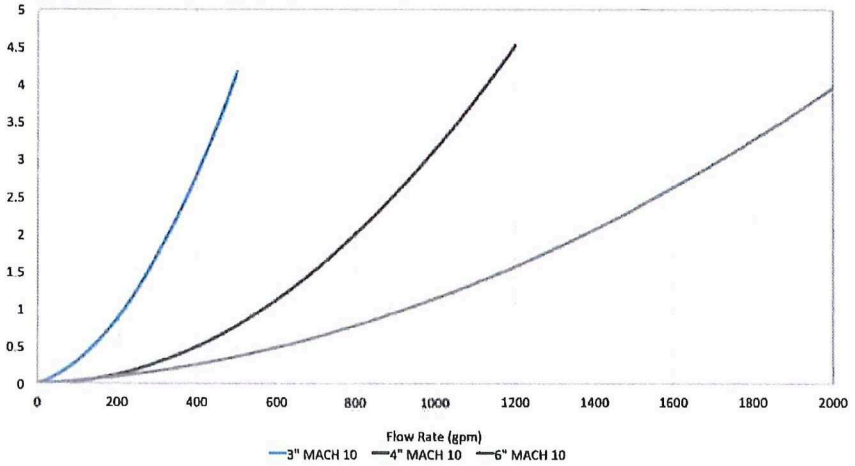
Dimensions

Meter Size	Length	Height
3"	12"	9½"
	17"	9½"
4"	14"	11"
	20"	11"
6"	18"	12¾"
	24"	12¾"

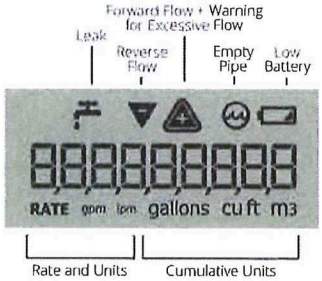
Registration

High Resolution (8-digit reading)	3"	4"	6"
1 U.S. Gallons	√	√	
10 U.S. Gallons			√
0.1 Cubic Feet	√	√	
1 Cubic Feet			√
0.01 Cubic Metres	√	√	
0.1 Cubic Metres			√

Pressure Loss



LCD Display



LoRa Alliance Certified™

neptunetg.com

Neptune Technology Group
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

MRX920™ Mobile Data Collector and MX900™ Software

Make Reading Success and Efficiency Automatic

Reliable, accurate, and field-proven, Neptune's MRX920™ mobile data collector – along with its MX900™ meter routes and mapping software – has helped water utilities across North America streamline, automate, and increase operational efficiencies. As part of Neptune's R900® System, the MRX920 helps transform data into actionable information that helps identify hidden causes of loss and optimize operational efficiency.



Strapped to the seat of your utility vehicle, the MRX920 reads up to fifty (50) meters simultaneously as your meter reader cruises down the streets. And in conjunction with the routes-integrated/Esri®-powered MX900 mapping, meter reading is automatic, fast, and effortless for your meter readers, accurate with less manpower deployed for your utility.

The MRX920 comes with Bluetooth capability, so your meter readers have the option of wirelessly updating routes and uploading the latest readings to the host system remotely and in near real-time without having to return to the office[1,2].

Additionally, Neptune has ported its well-established R900 radio frequency (RF) architecture to the latest release of MRX920 using software-defined radio (SDR) technology. This means all Neptune data collection systems have a common, core code base which translates to faster availability of new features and functionalities for your utility.

Make Migration to Other Technology Simple

The R900 System is designed to easily accommodate and support past generations of meters, encoder registers, and data collectors – while at the same time giving your utility the flexibility to incorporate future innovations as needed. The MRX920 is no exception, providing seamless compatibility with all generations of R900 MIUs. Its industry-leading performance can save days or even weeks for your meter reading routes, and new features within its MX900 software, such as Esri-powered mapping and wireless mobility, make valuable data available in real time as you read your system. Feel free to phase in these new features and equipment at your own pace, secure in the knowledge that Neptune will support your future needs without leaving you with stranded assets.

KEY BENEFITS

Reduced Meter Reading Time

- Reads up to fifty (50) meters simultaneously

Simple Access to Actionable Data

- Esri-powered GIS maps[1] show meter reading and flag status
- Wireless mobility – communicate meter reading data back to N_SIGHT® in real time[1]
- User-configurable advanced filtering shows you only the information you need
- Data logging and off-cycle reads without physical access to the meters

Analyze Data at the Source

- View data logging graphs in the field and share with homeowner to address high bill complaints
- Identify high/low audit status failures
- Receive leak, reverse flow, and days of no flow alerts from E-CODER®-equipped meters

[1] *Optional MX900™ Mapping and Mobility module required. Mobile computing device recommended and not included.*
[2] *Cellular or Internet connection required.*

Save Your Utility – and Your Customers – Time and Money

While the R900 System always allows your utility to migrate forward to implement fixed network data collectors, or backward to use RF technology for individual off-cycle readings or data logging, using the MRX920 and MX900 software as a part of your system makes for fast and simple access to information that can provide effective resolutions to customers' water-related issues. With detailed consumption data in hand while working in the field, along with proactive alerts of leaks and backflow conditions, you can enhance customer service. In the process, you can even preempt high bill complaints, reduce delinquent payments, and eliminate write-offs.

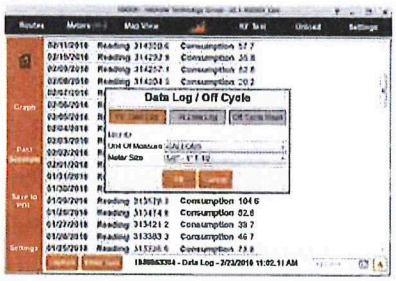
Specifications

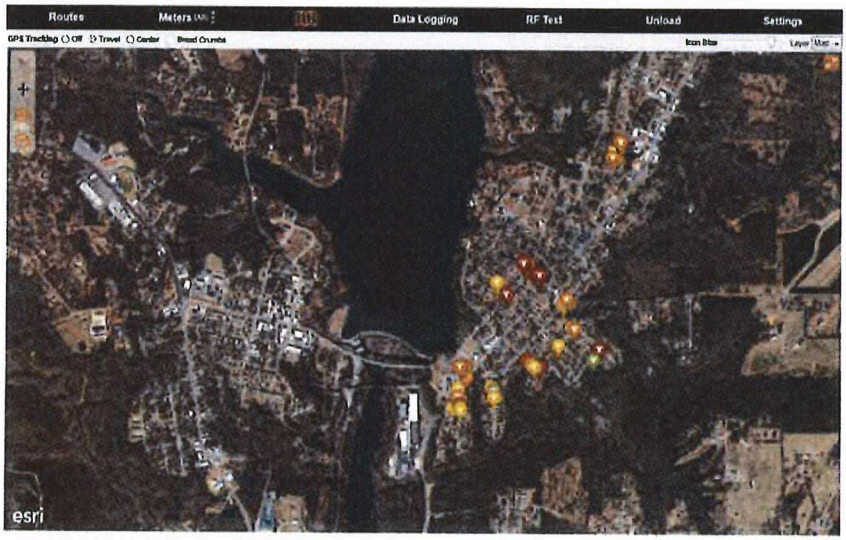
Physical Specifications

- Dimensions:
  8" (width) x 3.15" (height) x 11" (length excluding connections and handle)
- Weight: ~5 lbs

Electrical Specifications

- Power consumption: < 1A
- Power supply: 12V DC via vehicle power source adapter





Neptune recommends the following mobile computing hardware specifications for optimal performance:

- 12.1" XGA (800 x 600) minimum
- 89-key keyboard
- Operating System:
  - Windows® 7 Professional 32 & 64
  - Windows® 8 Professional 32 & 64
  - Windows® 8.1 Professional 64
  - Windows® 10 Professional 64
- .Net Framework 4.5 or higher
- Processor: Intel Pentium 1.7 Ghz or faster processor
- Memory: 1 GB minimum
- Communication
  - Internal 802.11 b/g wireless LAN
  - Windows Wireless Connection Manager (if Bluetooth connection to the receiver is desired, Bluetooth v2.1 + EDR required)
- USB 2.0
- GPS receiver (required for the mapping and mobility module)
- Minimum of 2 GB of available hard drive space

Environmental Conditions

- Operating temperature:
  -4°F to +122°F (-20°C to +50°C)
- Storage temperature:
  -40°F to +185°F (-40°C to +85°C)
- Operating humidity: 5 to 95% non-condensing relative humidity

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

R900® Wall or Pit Meter Interface Unit (MIU)



Build Onto Your Existing Technology Investment

As part of Neptune's R900® System, the R900® meter interface unit (MIU) was designed for flexibility. Like its fellow system components, the R900 MIU works seamlessly with prior generations of equipment. At the same time, it allows your utility to incorporate innovations as you need. A single radio frequency unit that can transmit meter reading data using any reading method – mobile or fixed network – the R900 MIU never has to be reprogrammed. That makes migrating to new technologies simple whenever your utility is ready to implement them. When it's time to add new features or functionality, you can do it at your own pace, confident of continual system support without stranded assets.

Conserve Resources, Simplify Operations

With the pressures your utility faces, Neptune® knows you don't have time, personnel, water, or revenue to waste. That's why we designed the R900 MIU and the rest of the system for ease of use. In addition, the R900 MIU's interleaved, high-power, 1 Watt fixed network message reduces infrastructure costs while allowing reading in any mode – without separate reading systems, site visits, or any type of MIU reconfiguration. The R900 MIU provides fixed network transmission capability at all times, while it also transmits readings for walk-by or mobile methods. Making operations even easier, the user-friendly, intuitive R900 System design requires only minimal training, providing you flexibility to adapt to changes in your workforce and reallocate staff to different departments as needed.

Reduce Complaints, Delinquencies, And Write-Offs

Neptune's R900 MIU greatly improves access to meter readings, while delivering detailed consumption profile information as well as alerts for leak or backflow, helping your utility more proactively identify and resolve customers' questions. This accurate, timely data can be used to head off high bill complaints, reduce delinquent payments, and eliminate write-offs.

Because detailed data logging information from the last 96 days is always available, just waiting to be transmitted by the R900 MIU when needed, personnel can take care of a customer's issue then and there, in a single site visit. Not only can the data boost efficiency and customer service, but it will also help your utility make better-informed decisions going forward.

KEY BENEFITS

Facilitates Migration to AMI

- 1 Watt fixed network message reduces infrastructure costs
- Interleaved mobile and fixed network messages facilitate migration without changing the "modes" in the MIU

Reduces Non-Revenue Water

- Provides leak history/diagnostics
- Enables proactive leak notification
- Provides hourly consumption data
- Improves meter reading accuracy
- Eliminates estimated reads

Identifies Potential Theft

- Tamper detection
- Reverse flow detection
- Identifies significant periods of zero consumption

Simplifies Installation Process

- Easy to install/no programming required
- Reduces labor cost

Technical Specifications

Electrical Specifications

- MIU power: Lithium battery with capacitor

Transmitter Specifications

- Two-way MIU
- Transmit period (interleaved mobile and fixed network messages):
  - Standard mobile message every 14 seconds at 100 mW
  - Standard fixed network message every 7½ minutes at 1 Watt
- FCC verification: Part 15.247
  - Transmitter channels: 50; frequency-hopping, spread-spectrum
  - Channel frequency: 910 to 920 MHz
- Encoder register reading interval:
  - Every 15 minutes
- Data logging interval:
  - 96 days of hourly data

Environmental Conditions

- Operating temperature: -22°F to +149°F (-30°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)
- Operating humidity: 100% condensing

Antennas

- Wall MIU: standard internal antenna
- Pit MIU: standard through-the-lid antenna
  - 18" Coax
  - 6' Coax
  - 20' Coax

Encoded Register Compatibility

- Neptune ARB® V, ProRead™, ProCoder™, and E-CODER®
- Sensus ECR II, ICE, iPerl, Electronic Register and OMNI
- Hersey/Mueller Translator
- Badger ADE and HR E|LCD
- Elster/AMCO InVision (Sensus protocol version)

Options

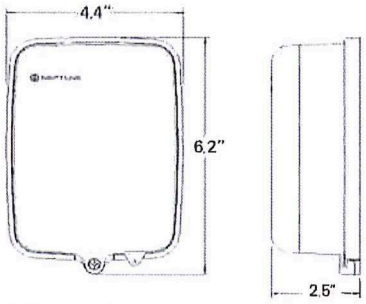
System Compatibility

- Handhelds with R900® Belt Clip Transceiver - mobile RF
- MRX920™ - mobile RF
- R900® Gateways - fixed network RF

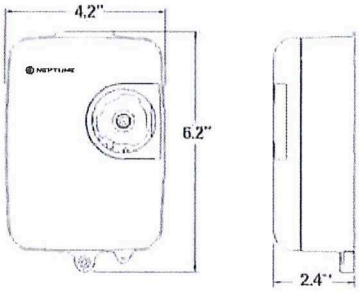
Warranty

20 years (10/10); refer to specific Warranty Statement

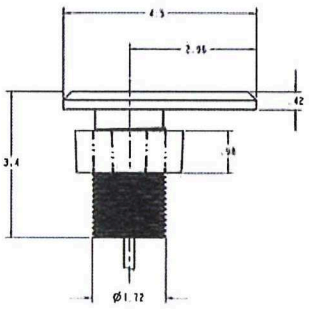
Dimensions



R900 Wall MIU



R900 Pit MIU



R900 Pit Antenna

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PRODUCT SHEET

A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

T-10® METER

SIZES: 1 ½" and 2"



Construction

Every Neptune® T-10® water meter meets or exceeds the latest AWWA C700 Standard. Its nutating disc, positive displacement principle has been time-proven for accuracy and dependability since 1892, ensuring maximum utility revenue.

The T-10 water meter consists of three major assemblies: a register, a lead free, high-copper alloy maincase, and a nutating disc measuring chamber.

The T-10 meter is available with a variety of register types. For reading convenience, the register can be mounted in one of four positions on the meter.

The corrosion-resistant, lead-free, high-copper alloy maincase will withstand most service conditions: internal water pressure, rough handling, and in-line piping stress.

The innovative floating chamber design of the nutating disc measuring element protects the chamber from frost damage while the unique chamber seal extends the low-flow accuracy by sealing the chamber outlet port to the maincase outlet port. The nutating disc measuring element utilizes corrosion-resistant materials throughout and a thrust roller to minimize wear.

Warranty

See Neptune Meter Warranty Statement for warranty details.

When desired, maintenance is easily accomplished either by replacement of major assemblies or individual components.

KEY FEATURES

Register

- Magnetic-driven, low-torque registration ensures accuracy
- Impact-resistant register
- High-resolution, low-flow leak detection
- Bayonet-style register mount allows in-line serviceability
- Tamperproof seal pin deters theft
- Date of manufacture, size, and model stamped on dial face

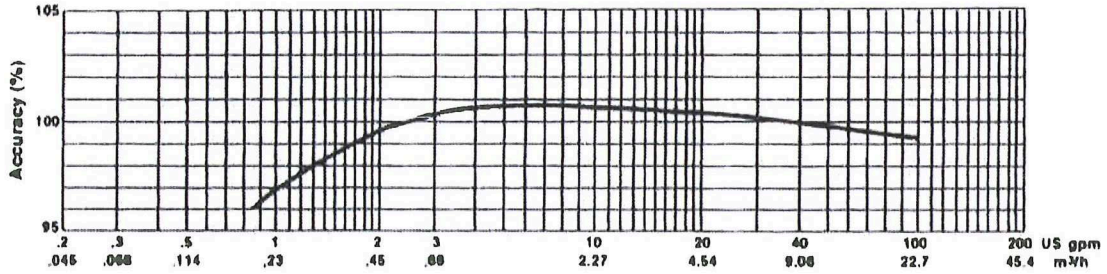
Lead Free Maincase

- Made from lead free, high-copper alloy
- NSF/ANSI 61 Certified
- NSF/ANSI 372 Certified
- Lifetime guarantee
- Resists internal pressure stresses and external damage
- Handles in-line piping variations and stresses
- Lead free, high-copper alloy provides residual value vs. plastic
- Electrical grounding continuity

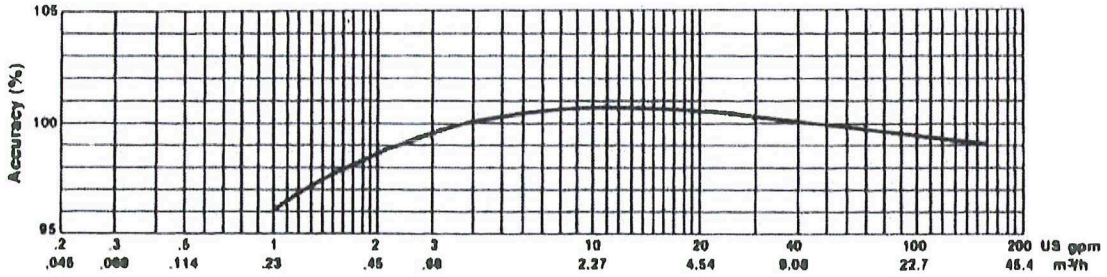
Nutating Disc Measuring Chamber

- Positive displacement
- Widest effective flow range for maximum revenue
- Proprietary polymer materials maximize long-term accuracy
- Floating chamber design is unaffected by meter position or in-line piping stresses

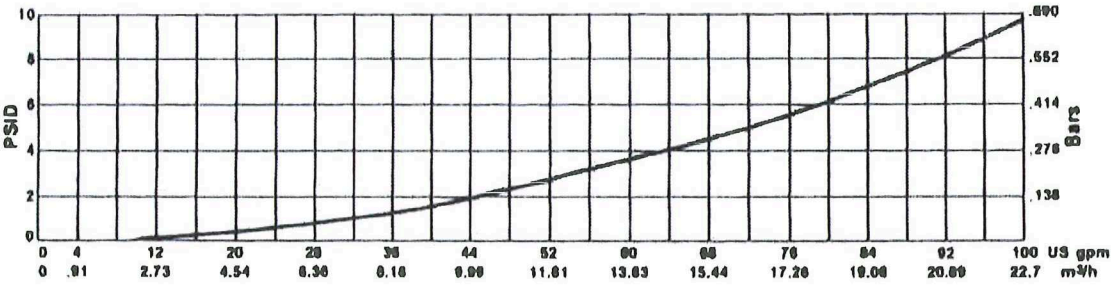
1 ½" Accuracy



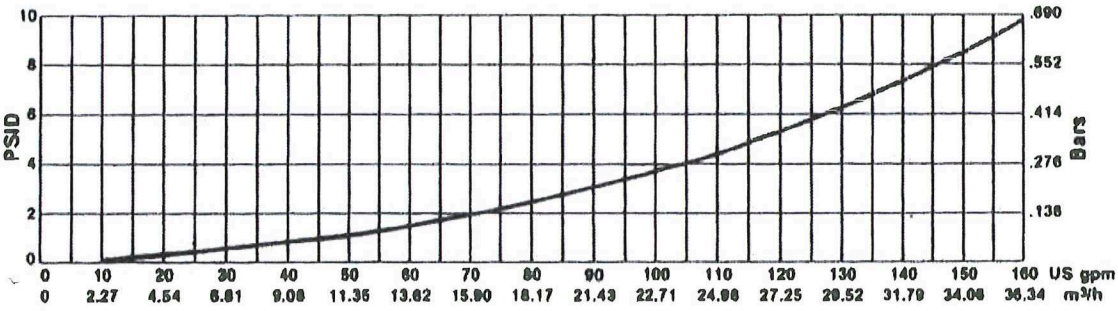
2" Accuracy



1 ½" Pressure Loss



2" Pressure Loss



These charts show typical meter performance. Individual results may vary.

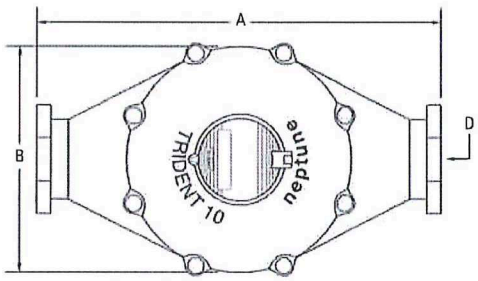
Operating Characteristics

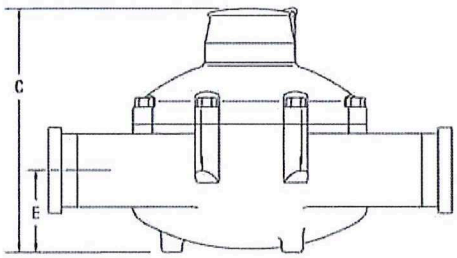
Meter Size	Normal Operating Range @100% Accuracy (±1.5%)	AWWA Standard	Low Flow @ 95% Accuracy
1 ½"	2 to 100 US gpm 0.46 to 22.73 m³/h	5 to 100 US gpm 1.1 to 22.7 m³/h	¾ US gpm 0.17 m³/h
2"	2 ½ to 160 US gpm 0.57 to 36.36 m³/h	8 to 160 US gpm 1.8 to 36.3 m³/h	1 US gpm 0.23 m³/h

Dimensions

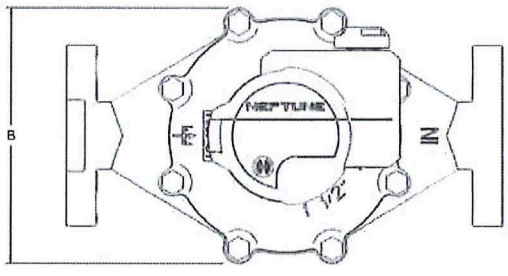
Meter Size	A in/mm	B in/mm	C-Std. in/mm	C-ARB in/mm	C- E-CODER®) R900i™ or ProCoder™) R900i™	D- Threads per inch	D- Thread Type	E in/mm	Weight lbs/kg
1 ½" Screw End	12 5/8 321	8 1/16 205	8 1/8 206	8 13/16 220.3	8 3/8 213	11 1/2	1 1/2 NPT	2 9/16 65	31 14.1
1 ½" Flanged End	13 330	8 1/16 205	8 1/8 206	8 13/16 220.3	8 3/8 213	—	—	2 9/16 65	35 15.9
2" Screw End	15 1/4 387	9 7/16 240	9 5/16 237	9 15/16 248.4	9 1/2 241	11 1/2	2" NPT	3 1/8 79	40 18.1
2" Flanged End	17 432	9 7/16 240	9 5/16 237	9 15/16 248.4	9 1/2 241	—	—	3 1/8 79	44 20.0

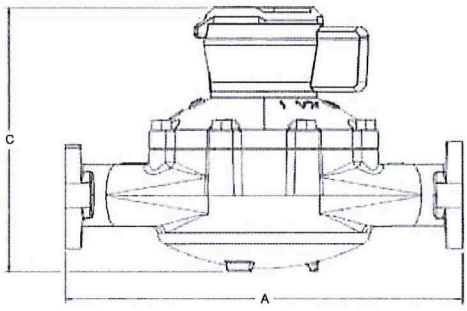
T-10 With Standard Register





T-10 With E-CODER®)R900i™ or ProCoder™)R900i™ Pit Register





Guaranteed Systems Compatibility

All T-10 meters are guaranteed adaptable to our ARB®V, ProRead™ (ARB VI), ProCoder™, E-CODER® (ARB VII), E-CODER®)R900*i*™,E-CODER®)R450*i*™, E-CODER®)L900*i*™, TRICON®/S, TRICON/E®3, and Neptune ARB® Utility Systems™ without removing the meter from service.

Specifications

Certification
- NSF/ANSI 61, NSF/ANSI 372

Application
- Cold water measurement of flow in one direction

Maximum Operating Water Pressure
- 150 psi (1,034 kPa)

Maximum Operating Water Temperature
- 80°F

Measuring Chamber
- Nutating disc technology design made from proprietary synthetic polymer

Options

Sizes
- 1 ½" flanged or threaded end
- 2" flanged or threaded end

Units of Measure
- U.S. gallons, imperial gallons, cubic feet, cubic metres

Register Types
- Direct reading: Bronze box and cover
- Remote reading: ProRead Absolute Encoder, ProCoder, E-CODER, E-CODER)R900*i*, E-CODER)R450*i*, E-CODER)L900*i*, TRICON/S, TRICON/E3
- Reclaim

Measuring Chamber
- Synthetic polymer

Companion Flanges
- Lead free, high-copper alloy

Environmental Conditions
- Operating temperature: +33°F to +49°F (0°C to +65°C)
- Storage temperature:
- +33°F to +158°F (0°C to +70°C)

Test Ports
- 1" (optional)

Registration

ProRead Registration (per sweep hand revolution)		**1 ½"**	**2"**
100	US Gallons	✓	✓
100	Imperial Gallons	✓	✓
10	Cubic Feet	✓	✓
1	Cubic Metre		✓
.01	Cubic Metre	✓	
Register Capacity ProRead, ProCoder, and E-CODER		**1 ½"**	**2"**
100,000,000	US Gallons	✓	✓
100,000,000	Imperial Gallons	✓	✓
10,000,000	Cubic Feet	✓	✓
100,000	Cubic Metres	✓*	
1,000,000	Cubic Metres	✓**	✓
E-CODER High Resolution (8-digit reading)		**1 ½"**	**2"**
1	US Gallons	✓	✓
1	Imperial Gallons	✓	✓
0.1	Cubic Feet	✓	✓
0.01	Cubic Metres		✓
0.001	Cubic Metres	✓	
ProCoder High Resolution (8-digit reading)		**1 ½"**	**2"**
1	US Gallons	✓	✓
1	Imperial Gallons	✓	✓
0.1	Cubic Feet	✓	✓
0.01	Cubic Metres	✓	✓

**ProRead and E-CODER only **ProCoder only*

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PRODUCT SHEET

A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

R900® Belt Clip Transceiver

Automate Measurement to Activate Operational Efficiency

As part of the Neptune® R900® System, the R900® Belt Clip Transceiver (R900 BCT) is your utility personnel's partner in mobile meter reading and in-field customer support and is now iOS compatible.

The R900 BCT's two-way communications to the R900® MIU eliminate meter access issues and speed up retrieval of valuable data logging information – up to 96 days of historical hourly consumption data from an individual account. In addition, its exceptional radio frequency (RF) throughput reduces meter reading time, especially in high-density environments. Field personnel can even read R900s while performing maintenance or other tasks when taking advantage of the R900 BCT's unattended operations mode. These automated features ensure you collect accurate data that can be turned into meaningful information – to help improve accuracy, identify hidden causes of loss, and optimize the efficiency of your operations.

Move Ahead with Backward Compatibility and Forward Innovation

The R900 BCT, as with the rest of the Neptune R900 System, works with past generations of equipment while remaining flexible to incorporate innovations as needed. The R900 BCT maintains support to read previous generations of R900 MIUs yet introduces powerful software-defined radio (SDR) technology to support the new advanced two-way features of the R900 System. Now, the R900 BCT is capable of reading electric, bubble-up ERT® devices and processing SCM or SCM+ message files that these ERT devices transmit. This gives utilities the freedom of equipping with just the R900 BCT to read both water and electric meters.

So, go ahead and phase in new features and equipment at your own pace with confidence that Neptune will support your future needs without leaving you with stranded assets.

Present Consumption Data in the Field for Proactive Customer Service

Simplified access to critical information means your utility can provide even more proactive customer service. Pairing the R900 BCT with a handheld device or a mobile device running Neptune software, your personnel can maximize their efficiency in the field, with the flexibility to perform impromptu service calls and address customer service issues on-site without a separate truck roll[1]. With the data literally in hand, they can share data logging graph information with homeowners. This on-the-spot, on-site presentment of how much water they used and when, helps head off customer complaints regarding high water bills, reduce delinquencies, and avoid write-offs.



KEY BENEFITS

Increases meter reading efficiency

- Increased RF throughput capabilities which reduce reading time in high-density R900 environments
- Two-way communications to R900 MIU which reduces time required to retrieve data logging information
- Unattended operations mode allows utility personnel to read R900s while performing other non-meter-reading-related job functions

No stranded assets

- Compatible with all generations of R900 MIUs
- Probe compatibility with Advantage and Pocket ProReader
- Connects via Bluetooth to Trimble Nomad or Trimble Ranger for meter reading
- Connects via Bluetooth to Android or iOS mobile devices for in-field customer support
- Software-defined radio technology enables the R900 BCT to be updated for compatibility with future products

KEY BENEFITS CONTINUED

Reads ERT devices

- Compatible with Itron electric ERT technology (bubble-up ERTs only)
- Processes SCM and SCM+ message format

Analyze data at the source with either a smart phone or tablet

- Test-read R900s in the field or before installation to obtain reading and E-CODER® flag events
- Retrieve 96 days of hourly interval data logging information
- View graph of data logging intervals in the field
- Share data logging graph information with homeowner to address high bill complaints

[1]Contact Neptune Customer Support for the latest device and operating system compatibilities.

Specifications

Communication: Bluetooth 2.1 or later and USB

Handheld Software Compatibility: N_SIGHT® version 4.7 or later

Power Supply

- Rechargeable lithium-ion battery pack – 5000 mAh capacity
- Field-replaceable, recommended replacement every 2 years

Memory: 4GB SD card

Device Compatibility

- Trimble Nomad 900B/900LE/1050B/1050LE, Trimble Ranger 3, and Android/iOS mobile devices[1]

Indicators

- Four LEDs identify Bluetooth communication, RF status, mode status, and battery status

Dimensions

- Height: 3.58" (9.1 cm)
- Width: 1.66" (4.22 cm)
- Length: 5.75" (14.6 cm)

Weight: 1.1 lbs. (499g) including rechargeable battery

Temperature Range

- Operating: -4°F to +122°F (-20°C to +50°C)
- Storage: -40°F to +185°F (-40°C to +85°C)

Accessories

- Spare battery
- Spare battery charger
- Belt clip
- SD card
- 12V USB vehicle power cable

Warranty

- One-year comprehensive warranty
- Hardware maintenance contracts available

Receiver Channels: 50

Number of Simultaneous Channels: 8

Approvals

- FCC Class B
- IC

Mode Overview

	Normal	Unattended Operations	USB Mass Storage
Bluetooth Pairing to Devices	Required	N/A	No. Used for firmware updates and transfer of data via USB from SD card to Neptune software
Trimble Nomad 900B/900LE/ 1050B/1050LE Compatible	Yes	N/A	
iOS App Compatible	Yes	N/A	
Android App Compatible	Yes*	N/A	
R900 Compatible	Yes	Yes	
Advantage / Pocket ProReader Compatible	Yes	No	
Data Logging Compatible	Yes	No	
SD Card Data Storage	Yes	Yes	

**Advantage/Pocket ProReader and data logging not supported in Android NGO app.*

NEPTUNE TECHNOLOGY GROUP

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#winyourday
neptunetg.com

Neptune Technology Group
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

Fire Hydrant Meter

SIZE: 3"

The Neptune® Fire Hydrant water meter is designed for mobile use in metering flows from fire hydrants. The meter measures a wide flow range to maximize revenue. It meets or exceeds the latest performance requirements of AWWA. Maximum flow rates may be exceeded by 25% for intermittent flows.

The Fire Hydrant water meter consists of a lightweight, aluminum maincase fitted with a 2" gate valve, a turbine measuring element, and a roll-sealed register.

Construction

The aluminum maincase is Xylan® coated for corrosion resistance and is lightweight, compact, and easy to handle. This meter features a unique "balanced handle" which makes carrying and installing it easier than any other fire hydrant meter on the market. A 2" gate valve enables the user to regulate the water flow without opening and closing the fire hydrant.

The unitized measuring element (UME) allows for quick and easy interchangeability.

Exclusive dual graphite bearings provide equalized rotor loading for accuracy over a broad flow range. The thrust-compensated rotor configuration relieves pressure on the thrust bearings, which minimizes wear and provides sustained accuracy over an extended operating life. A tamper-resistant stainless steel calibration vane allows recalibration of the UME to lengthen service life and to ensure accurate registration.

The roll-sealed register eliminates leaking and fogging. A magnetic drive couples the register with the measuring element.

Warranty

Neptune provides a limited warranty with respect to its Fire Hydrant meters for performance, materials, and workmanship.

When desired, owner maintenance is easily accomplished by replacement of major components or a factory-calibrated UME.

KEY BENEFITS

Roll-Sealed Register

- Permanently-sealed, magnetic-driven register assembly eliminates leaking and fogging
- Locking register lid secures during transportation, protecting register lens
- Glass lens ensures readability and scratch resistance
- Tamperproof design prevents vandalism and allows in-service replacement of register

Cast Aluminum Maincase

- NSF/ANSI 372
- Xylan coating ensures maximum corrosion resistance
- Lightweight material ensures easy handling
- Single, balanced carrying handle provides for easy, one-person installation
- 2" gate valve allows safe pressurization of measuring element and regulation of water flow

Turbine Measuring Element

- Wide flow ranges at 98.5%-101.5% accuracy ensure maximized revenues
- Direct coupling of rotor to gear train ensures accurate registration
- UME makes maintenance easier and faster
- Stainless steel calibration vane ensures accurate registration and makes calibration easier

Specifications

Application

- Cold water measurement of flow in one direction

Maximum operating pressure

- 150 psi

Normal operation range

- 5-450 gpm (at accuracy of 100 +/- 1.5%)

Register type

- Direct reading, center sweep, roll-sealed magnetic drive with low-flow indicator
- Bronze box with locking cover

Strainer

- Plastic

Registration

- Per sweep hand revolution: 100 ' gallons, 10 cubic feet, 1 cubic metre

Register capacity (six-wheel odometer)

- 100,000,000 gallons
- 10,000,000 cubic feet
- 1,000,000 cubic metres

Measuring element

- AWWA Class II Turbine

Options

Size

- 2½" outlet (with 2½" gate valve)

Strainer

- Stainless steel (internal)

Orifice plate

- Size for application

Units of measure

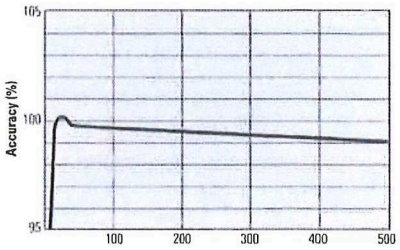
- U.S. gallons, cubic feet, cubic metres

Connections

- Less Coupling: 3" x 2" NPT
- With Coupling: 2½" NH

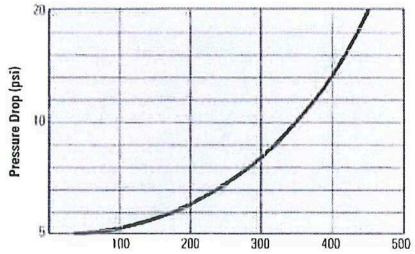
ACCURACY CHART

(Rate of Flow in Gallons per Minute)



PRESSURE LOSS CHART

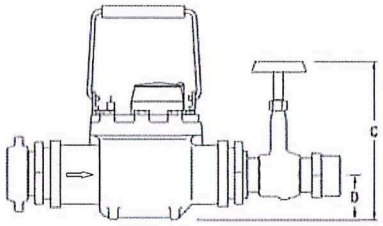
(Rate of Flow in Gallons per Minute)



These charts show typical meter performance. Individual results may vary.

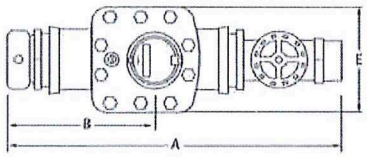
Operating Characteristics

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	Maximum Intermittent Flow	AWWA Standard
3"	5 to 450 US gpm 1.14 to 102.2 m³/h	560 US gpm 127.2 m³/h	8 to 435 US gpm 1.8 to 98.8 m³/h



Dimensions

3" Fire Hydrant	A inches	B inches	C inches	D inches	E Inches	Weight lbs.
Less Coupling	15 ½	7 ½	11 ½	2 ⅞	7 ½	23
With Coupling	19 ¼	10	11 ½	2 ⅞	7 ½	29



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Neptune Technology Group
1600 Alabama Highway 229
Tallassee, AL 36078
800 633-8754 f 334-283 7293

MASTER AGREEMENT FOR
WATER METER AND METER READING
EQUIPMENT PURCHASES

EXHIBIT B
COST SCHEDULE

	A	B	C	D
1				
2			**City of Cocoa**	
3			**Sunstate Meter & Supply, Inc. - Neptune Products Price List**	
4				
5	**Warehouse Inventory #**	**Part Number**	**Item Description**	**Unit Price**
6	673-008-00005	ED2B31RWG3	5/8"x3/4" T10 PB Meter W/R900i Gallon Register	$ 180.00
7	673-606-00016	ED2B31RWG3S334	5/8"x3/4" T10 PB Meter W/R900i RECLAIMED Gallon Register	$ 180.00
8				
9		ED2D21RWG3	3/4" T10 BB Meter W/R900i Gallon Register	$ 209.00
10		ED2D21RWG3S334	3/4" T10 BB Meter W/R900i RECLAIMED Gallon Register	$ 209.00
11				
12	673-008-00006	ED2F21RWG3	1" T10 BB Meter W/R900i Gallon Register	$ 256.00
13	673-606-00017	ED2F21RWG3S334	1" T10 BB Meter W/R900i RECLAIMED Gallon Register	$ 256.00
14				
15	673-008-00007	ED2H11RWG3	1 1/2" T10 Flanged Meter W/R900i Gallon Register	$ 421.00
16	673-008-00017	ED2H21RWG3	1 1/2" T10 SE (Female Threaded Meter) W/R900i Gallon Register	$ 421.00
17				
18	673-008-00008	ED2J11RWG3	2" T10 Flanged Meter W/R900i Gallon Register	$ 545.00
19	673-008-00018	ED2J21RWG3	2" T10 SE (Female Threaded Meter) W/R900i Gallon Register	$ 545.00
20				
21		ET4HRWG3	1 1/2" HPT Meter W/R900i Gallon Register	$ 618.90
22		ET4HRWG3S334	1 1/2" HPT Meter W/R900i RECLAIMED Gallon Register	$ 618.90
23				
24		ET4ARWG3	2" HPT Meter W/R900i Gallon Register	$ 620.00
25		ET4ARWG3S334	2" HPT Meter W/R900i RECLAIMED Gallon Register	$ 620.00
26				
27		ET4BRWG3	3" HPT Meter W/R900i Gallon Register	$ 1,036.50
28		ET4BRWG3S334	3" HPT Meter W/R900i RECLAIMED Gallon Register	$ 1,036.50
29				
30		ET4CRWG3	4" HPT Meter W/R900i Gallon Register	$ 1,158.53
31		ET4CRWG3S334	4" HPT Meter W/R900i RECLAIMED Gallon Register	$ 1,188.53
32				
33		ET4DRWG3	6" HPT Meter W/R900i Gallon Register	$ 1,920.73
34		ET4DRWG3S334	6" HPT Meter W/R900i RECLAIMED Gallon Register	$ 1,920.73
35				
36		ET4ERWG3	8" HPT Meter W/R900i Gallon Register	$ 2,756.00
37		ET4ERWG3S334	8" HPT Meter W/R900i RECLAIMED Gallon Register	$ 2,756.00
38				
39		ET4FRWG3	10" HPT Meter W/R900i Gallon Register	$ 4,603.00

	A	B	C	D
40		ET4FRWG3S334	10" HPT Meter W/R900i RECLAIMED Gallon Register	$ 4,603.00
41				
42	673-008-00020	EC2ARWG3	2" Tru Flo Compound Meter W/R900i Gallon Register	$ 1,420.73
43		EC3BRWG3	3" Tru Flo Compound Meter W/R900i Gallon Register	$ 2,073.00
44		EC3CRWG3	4" Tru Flo Compound Meter W/R900i Gallon Register	$ 2,426.82
45		EC3DRWG3	6" Tru Flo Compound Meter W/R900i Gallon Register	$ 4,024.40
46				
47		EP7C1RWG3	4"x1" HPPIIIS FS Meter W/R900i Gallon Register	$ 6,529.41
48		EP7D1RWG3	6"x1 1/2" HPPIIIS FS Meter W/R900i Gallon Register	$ 10,588.25
49		EP7E1RWG3	8"x2" HPPIIIS FS Meter W/R900i Gallon Register	$ 13,235.30
50		EP7F1RWG3	10"x2" HPPIIIS FS Meter W/R900i Gallon Register	$ 16,441.76
51				
52		53120-600	2" DI Coated Flanged Meter Strainer	$ 267.20
53		53107-600	3" DI Coated Flanged Meter Strainer	$ 475.20
54		53107-700	4" DI Coated Flanged Meter Strainer	$ 568.00
55		52000-601	6" DI Coated Flanged Meter Strainer	$ 968.00
56		52000-704	8" DI Coated Flanged Meter Strainer	$ 2,200.00
57		52000-802	10" DI Coated Flanged Meter Strainer	$ 3,281.60
58				
59		53120-000	2" Bronze Flanged Meter Strainer	$ 403.65
60		53107-000	3" Bronze Flanged Meter Strainer	$ 717.07
61		53107-100	4" Bronze Flanged Meter Strainer	$ 1,250.00
62		52000-201	6" Bronze Flanged Meter Strainer	$ 1,887.00
63		52000-304	8" Bronze Flanged Meter Strainer	$ 3,165.85
64		52000-402	10" Bronze Flanged Meter Strainer	$ 4,951.20
65				
66		9605-001	2" Strainer Installation Acc. Kit	$ 15.60
67		9605-002	3" Strainer Installation Acc. Kit	$ 17.60
68		9605-003	4" Strainer Installation Acc. Kit	$ 30.40
69		9605-004	6" Strainer Installation Acc. Kit	$ 76.80
70		9605-005	8" Strainer Installation Acc. Kit	$ 92.80
71		9605-006	10" Strainer Installation Acc. Kit	$ 129.60
72				
73			5/8"x3/4" Mach 10 Meter W/ Pigtail	$ 180.00
74			5/8"x3/4" Mach 10 Meter W/ R900i Gallon Register	$ 286.60
75				
76			3/4" Mach 10 Meter W/ Pigtail	$ 200.00
77			3/4" Mach 10 Meter W/ R900i Gallon Register	$ 306.60
78				

	A	B	C	D
79			1" Mach 10 Meter W/ Pigtail	$ 240.00
80			1" Mach 10 Meter W/ R900i Gallon Register	$ 346.00
81				
82			1 1/2" Mach 10 Meter W/ Pigtail	$ 600.00
83			1 1/2" Mach 10 Meter W/ R900i Gallon Register	$ 706.60
84				
85			2" Mach 10 Meter W/ Pigtail	$ 733.00
86			2" Mach 10 Meter W/ R900i Gallon Register	$ 840.00
87				
88			3" Mach 10 Meter W/ Pigtail	$ 2,266.00
89			3" Mach 10 Meter W/ R900i Gallon Register	$ 2,376.00
90				
91			4" Mach 10 Meter W/ Pigtail	$ 2,930.00
92			4" Mach 10 Meter W/ R900i Gallon Register	$ 3,040.00
93				
94			6" Mach 10 Meter W/ Pigtail	$ 4,933.00
95			6" Mach 10 Meter W/ R900i Gallon Register	$ 5,040.00
96				
97	3W1143	ET2BR8G1	3" Fire Hydrant Meter Assy. W/Connections, Gate Valve, DR Gallon Register	$ 1,117.65
98				
99			Any Size/Model ProCoder Pit Style Gallon Register	$ 70.00
100			Any Size/Model Pit Style R900i Gallon Register	$ 159.00
101				
102			R900 Wall MIU - 25' Cable	$ 100.00
103			R900 Pit MIU - 6' Cable W/Pit Lid Antenna	$ 110.00
104	673-008-00014	13749-200	R900 Pit Lid Antenna - 6'	$ 25.00
105			R900 Pit Lid Antenna - 20'	$ 33.00
106			R900 High Gain External Pit Antenna W/6' Cable	$ 112.00
107				
108			AT&T Wall CMIU - 25' Cable (includes up to 10 years of cellular data)	$ 375.00
109			AT&T Pit CMIU - 6' Cable (includes up to 10 years of cellular data)	$ 406.25
110			Verizon Wall CMIU - 25' Cable (includes up to 10 years of cellular data)	$ 406.25
111			Verizon Pit CMIU - 6' Cable (includes up to 10 years of cellular data)	$ 466.00
112				
113			Trimble Ranger 3XE Handheld Data Collector W/HR2650i Receiver	$ 5,950.00
114			Trimble Ranger 3 Charging and Communications Cradle	$ 498.00
115			R900 Belt Clip Transceiver v3.0	$ 2,500.00
116			MRX920v4 Mobile Data Collector	$ 9,950.00
117			MRX920 Elevated Feed Magnetic Mount Mobile Antenna Assy. Complete	$ 127.90

	A	B	C	D
118			MRX920 Elevated Feed Magnetic Mount Base Only W/Cable	$ 99.80
119				
120			R900 Gateway V4 Fixed Network Data Collector	$ 7,000.00
121			R900 Gateway 150W Solar Panel Assembly	$ 3,125.00
122			R900 Gateway UPS Outdoor Power System Assembly	$ 1,975.00
123			R900 Gateway antenna	$ 362.50
124				
125			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (0-5,000 Customers)	$ 5,100.00
126			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (5,000-10,000 Customers per endpoint per year)	$ 1.02
127			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (10,000-20,000 Customers per endpoint per year)	$ 0.76
128			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (20,000-50,000 Customers per endpoint per year)	$ 0.64
129			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (50,000-100,000 Customers per endpoint per year)	$ 0.59
130			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (100,000 Customers per endpoint per year)	$ 0.51
131				
132			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (0-5,000 Customers)	$ 15,300.00
133			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (5,000-10,000 Customers per endpoint per year)	$ 3.06
134			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (10,000-20,000 Customers per endpoint per year)	$ 2.06
135			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (20,000-50,000 Customers per endpoint per year)	$ 1.89
136			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (50,000-100,000 Customers per endpoint per year)	$ 1.78
137			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (100,000 Customers per endpoint per year)	$ 1.02
138				
139			Neptune 360 Advanced Set-Up Fee (one-time fee)	$ 3,700.00
140			Neptune 360 Additional Remote Training (4-hour training window)	$ 852.00
141			Neptune 360 On-Site Training (8 hours)	$ 1,704.00
142			Neptune 360 Professional Services (per hour fee)	$ 433.00
143			***All parts per published parts price list Form U676-21 - Receive 20 % Discount from published price.***	
144				
145			**Initial Pricing Term Valid Until - August 16, 2021**	
146			(3) Optional one-year extensions available upon mutual consent of both parties.	
147				
148			***Sunstate Meter & Supply, Inc.***	
149			***14001 W. Newberry Road, Newberry, Fl. 32669***	
150			**Phone: 352-332-7106**	
151			**Fax: 352-332-5604**	
152			**Contact: Jeff Kimbrough - Director of Sales**	
153			**Cell Phone: 352-516-9791**	
154			**Email: jeff@kimbroughsales.com**	
155			*Jeff Kimbrough - 5/28/2020*	

MASTER AGREEMENT FOR
WATER METER AND METER READING
EQUIPMENT PURCHASES

EXHIBIT C
PRODUCT WARRANTY

A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

E-CODER®)R900*i* ™

1. WARRANTY EFFECTIVE DATE

This warranty will be effective for any E-CODER®)R900*i*™ that has shipped since product introduction.

2. E-CODER)R900*i*

Neptune Technology Group Inc. warrants that the E-CODER)R900*i* (which includes a Neptune®-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the "Date of Shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the E-CODER)R900*i* (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing E-CODER)R900*i* free of charge for the first ten (10) years and at a discount off of the then-current contract price or the then-current list price, whichever is less, during the remaining ten (10) years according to the discount schedule at the right.

Year of Failure	E-CODER)R900*i*
	Replacement Price Discount*
1-10	Full replacement: 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%

* Replacement price discount percentages will be applied towards then-current contract prices or then-current list prices, whichever is less, in effect for the year product is accepted by Neptune under warranty conditions. Replacement E-CODER)R900*i* registers are warranted for one (1) year after date of shipment or balance of original E-CODER)R900*i* warranty, whichever is greater.

3. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.

This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to E-CODER)R900*i* Installation and Maintenance Guide). This warranty does not apply to any E-CODER)R900*i* that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ECODER)R900*i* register's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY FOR THE E-CODER)R900*i* IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE E-CODER)R900*i*. ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE E-CODER)R900*i* ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN E-CODER)R900*i* AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE E-CODER) R900*i*. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

MRX920™ Mobile Data Collector

WARRANTY - HARDWARE

The warranty on the MRX920 mobile data collector unit is 12 months from shipment date. Warranty applies to the collector unit only and does not include the MX900™ software or accessories including cables, antenna, carrying case, etc. Warranty services provided during the warranty period are:

- Free repair (including parts and labor) of a unit defective in materials or workmanship[1], or replacement of the defective unit at Neptune's discretion
- Return shipment of repaired product via pre-paid ground service
- Repair turnaround of five days, excluding transit time
- Toll-free assistance provided by Customer Support 1-800-647-4832
- These services are purchaser's exclusive remedy for warranty issues

HARDWARE ENTITLEMENT (EXTENDED MAINTENANCE) CONTRACT

Entitlements, previously known as "extended maintenance contracts," are available from your authorized Neptune® sales representative. An entitlement contract covers the following services beyond the original 12-month hardware warranty described in the above section:

- Free repair of unit, including parts and labor[1]. Accessories and software excluded.
- Return shipment of repaired product is pre-paid ground service
- Free inspection and preventative maintenance
- Repair turnaround time of five working days, excluding transit time
- Toll-free assistance at Customer Support 1-800-647-4832

NOT INCLUDED IN THE ENTITLEMENT CONTRACT:

- Accessories, e.g., rechargeable batteries, cables, antennas, USB flash drives, any peripherals, etc.
- MX900 software
- Equipment damaged by abuse or negligence or environmental damage such as a result of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- Neptune does not repair or support a laptop, or other devices, provided by a third party

** MRX920 unit's normal wear and tear is not covered. Misuse of the unit or abuse automatically voids any warranty or entitlement contract.*

REPAIR NOTES:

- A Returned Material Authorization (RMA) number MUST accompany all incoming repairs. Email Neptune Customer Support at support@neptunetg.com to request an RMA.
- Customer pays all incoming shipment charges
- Repair turnaround time for units not under warranty or an entitlement contract is 20 working days from the receipt of purchase order, excluding transit time
- For out-of-warranty units and units without entitlement contracts, repair fee charged will be based on the cost of labor and material as assessed by Neptune

- All outgoing repairs are shipped ground service. Customer may request Priority Overnight return shipment at customer's own expense.
- Repair warranty is 90 days from shipment date

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

WARRANTY – SOFTWARE
Please refer to the MX900 software warranty statement for additional terms and conditions.

WARRANTY – ACCESSORIES
Accessories are warranted against product defect or workmanship for 90 days from shipment date. Abuse and normal wear and tear excluded.

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

---

[1] Damages resulting from abuse and/or improper handling of the unit, as assessed by Neptune, will void the warranty and entitlement contract.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

ProCoder™)R900*i*™

1. WARRANTY EFFECTIVE DATE
This warranty will be effective for any ProCoder™)R900*i*™ that has shipped since product introduction.

2. PROCODER)R900*i*
Neptune Technology Group Inc. warrants that the ProCoder)R900*i* (which includes a Neptune-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the "date of shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the ProCoder)R900*i* (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing ProCoder)R900*i* free of charge for the first ten (10) years and at a discount off of the then- current contract price or the then-current list price, whichever is less, during the remaining ten (10) years according to the discount schedule at the right.

Year of Failure	ProCoder)R900*i* Replacement Price Discount*
1-10	Full replacement: 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%

*Replacement price discount percentages will be applied towards then-current contract prices or then-current list prices, whichever is less, in effect for the year product is accepted by Neptune under warranty conditions. Replacement ProCoder)R900*i* registers are warranted for one (1) year after date of shipment or balance of original ProCoder)R900*i* warranty, whichever is greater.

3. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.
This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to ProCoder™)R900*i*™ Installation and Maintenance Guide). This warranty does not apply to any ProCoder)R900*i* that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ProCoder)R900*i* register's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY FOR THE PROCODER)R900*i* IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE PROCODER)R900i . ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE PROCODER)R900*i* ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATIONOR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH ISEXPRESSLY INTENDED TO EXCLUDE FROM

THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN PROCODER)R900*i* AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PROCODER)R900i. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACHOF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

R900® Meter Interface Unit (MIU)

I. WARRANTY EFFECTIVE DATE

This warranty will be effective for any R900® meter interface unit (MIU) that is shipped on or after October 1, 2004 (R900 v3 or later).

II. R900 METER INTERFACE UNIT

Neptune Technology Group Inc. warrants that the R900 MIU (the "MIU") (which includes a Neptune®-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the "Date of Shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the MIU (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing MIU free of charge for the first ten (10) years and at discount off of the then-current contract price or the then-current list price, whichever is less, during the remaining ten (10) years according to the discount schedule at the right.

Year of Failure	R900 MIU
	Replacement Price Discount*
1-10	Full replacement: 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%

**Replacement price discount percentages will be applied towards then-current contract prices or then-current list prices, whichever is less, in effect for the year product is accepted by Neptune under warranty conditions. Replacement MIUs are warranted for one (1) year after date of shipment or balance of original MIU warranty, whichever is greater.*

III. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.

This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to *R900 Installation and Maintenance Guide*). This warranty does not apply to any MIU that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the R900 MIU's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY FOR THE MIU IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE MIU. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MIU ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN MIU AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MIU. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

Neptune Fire Service Water Meters

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune Fire Service Cold Water Meters, which include (1) the HP PROTECTUS® III Meter and; (2) HP Fire Service Turbine and; (3) Neptune Fire Hydrant Meter, Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 11/1/92:

The Neptune Fire Service Cold Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of Water Meters (that later date is referred to as "the Date of Shipment") and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, free from manufacturing defects in workmanship and material.

(a) Registers. Standard, roll sealed registers of the Neptune Fire Service Cold Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of 10 years. The performance of the Water Meters Pulser RM remote is guaranteed for 1 year from Date of Shipment. The ARB®, ProRead™ (ARB VI), and E-CODER™ (ARB VII) system registers are warranted for 10 years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001 shall be warranted for five years from the Date of Shipment. All other components and parts are covered under Neptune's standard one-year material and workmanship guarantee.

(b) Meter Accuracy for Neptune Fire Service Cold Water Meters. Neptune Fire Service Cold Water Meters will perform, for a period of one (1) year from Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.

2. WARRANTY RETURN

If a Neptune Water Meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. If foreign material causes the meter not to perform appropriately, all such material shall be removed prior to the customer conducting the test. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

3. WARRANTIES ARE EXCLUSIVE.

THE WARRANTIES SET FORTH IN THIS CERTIFICATE OF LIMITED WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY, GUARANTEE OR REPRESENTATION, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

4. DAMAGES LIMITED TO COSTS OF REPLACEMENT AND REPAIR.
If the Neptune Fire Service Cold Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Limited Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Neptune Fire Service Cold Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Neptune Fire Service Cold Water Meter is accompanied by a Material Return Authorization, and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective Neptune Fire Service Cold Water Meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.
The warranties set forth in this Certificate of Limited Warranty do not apply to any Neptune Fire Service Cold Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Neptune Fire Service Cold Water Meter's ability of performance, including but not limited to; misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Limited Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third-party reading systems. In addition, this Certificate of Limited Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this certificate of Limited Warranty, Neptune shall have the right to inspect any Neptune Fire Service Cold Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

Neptune Fire Service Stainless Steel (S) Meters

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune 's Fire Service Cold Water Meters, which include (1) the HP PROTECTUS® III S and HP Fire Service Turbine S, Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 09/01/2009:

The Neptune Fire Service Cold Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of water meters (that later date is referred to as "the Date of Shipment") and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, free from manufacturing defects in workmanship and material.

(a) Registers. Standard, roll-sealed registers of the Neptune Fire Service Cold Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of ten (10) years. The ARB®, ProRead™ (ARB VI), and E-Coder® (ARB VII) system registers are warranted for ten (10) years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001 shall be warranted for five (5) years from the Date of Shipment. All other components and parts are covered under Neptune's standard one-year material and workmanship guarantee.

Year of Failure	Body Replacement Cost
1-10	Full replacement
11	20%
12	40%
13	60%
14	80%
15-20	90%

* Replacement cost percentages will be applied towards published list prices in effect for the year product is accepted by Neptune under warranty conditions. Replacement bodies are warranted for one (1) year after date of shipment or original body warranty, whichever is greater.

(b) Meter Accuracy for Neptune Fire Service Cold Water Meters. Neptune Fire Service Cold Water Meters will perform, for a period of one (1) year from Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.

(c) Stainless Steel Body. Neptune warrants that the stainless steel body shall remain free from corrosion due to exposure to normal environmental conditions for a period of twenty (20) years from the date of shipment (such period being the "Warranty Period"). For the purposes of this limited warranty, "corrosion" is defined as [through-wall penetration of the stainless steel body]. Neptune will, at its option, repair or replace a corrosion defect free of charge for the first (10) years and at a prorated replacement cost of the current list price during the remaining ten (10) years per the table.

(d) Meter Accuracy for Neptune HP Protectus III S T-10 bypass meter. Neptune HP PROTECTUS III S T-10 bypass meter is warranted to meet or exceed, as listed herein, accuracy standards of the AWWA Standard C700-95 for a period of: (i) five (5) years from Date of Shipment for 1" meters; (ii) for a period of two (2) years from the Date of Shipment for 1 1/2" and 2" meters; or (iii) the applicable registration shown below, whichever occurs first. Neptune further guarantees that the HP PROTECTUS III S T-10 bypass meter will perform to at least Repaired Meter Accuracy Standards, according to AWWA Manual M-6 Chapter 5 (1999) Table 5.3 for an additional ten (10) years or the registration shown below, whichever occurs first.

SIZE	EXTENDED LOW FLOW ACCURACY	NEW METER ACCURACY	REPAIRED METER ACCURACY
1"	3/8 US gpm @ 95%, 5 years or 1,000,000 gallons	1,000,000 gallons	3,000,000 gallons
1 ½"	¾ US gpm @ 95%, 2 years or 1,600,000 gallons	1,600,000 gallons	5,000,000 gallons
2"	1 US gpm @ 95%, 2 years or 2,700,000 gallons	2,700,000 gallons	8,000,000 gallons

2. WARRANTY RETURN

If a Neptune water meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. If foreign material causes the meter not to perform appropriately, all such material shall be removed prior to the customer conducting the test. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

3. WARRANTIES ARE EXCLUSIVE.

THE WARRANTIES SET FORTH IN THIS CERTIFICATE OF LIMITED WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY, GUARANTEE OR REPRESENTATION, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

4. DAMAGES LIMITED TO COSTS OF REPLACEMENT AND REPAIR.

If the Neptune Fire Service Cold Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Limited Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Neptune Fire Service Cold Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Neptune Fire Service Cold Water Meter is accompanied by a Material Return Authorization, and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective Neptune Fire Service Cold Water Meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.

The warranties set forth in this Certificate of Limited Warranty do not apply to any Neptune Fire Service Cold Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Neptune Fire Service Cold Water Meter's ability of performance, including but not limited to; misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Limited Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third party reading systems. In addition, this Certificate of Limited Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this certificate of Limited Warranty, Neptune shall have the right to inspect any Neptune Fire Service Cold Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

ProRead™/E-CODER®/ProCoder™ Encoder Warranty Statement

ARB® UTILITY MANAGEMENT SYSTEMS™

Products Covered

This warranty shall apply to the ProRead™ absolute encoder, E-CODER® solid state absolute encoder register, and ProCoder™ absolute encoder register, hereinafter referred to as "Product", sold by Neptune Technology Group Inc. The warranty is extended only to utilities, municipalities, other commercial users, and authorized distributors, hereinafter referred to as "Customer", and does NOT apply to consumers.

Materials and workmanship

Neptune Technology Group Inc. ("Neptune®") warrants that the product shall be free from defects in manufacture and design for a period of ten (10) years from the date of shipment (such period being the "Warranty Period") when installed, serviced and operated according to Neptune's instructions. Neptune shall not be responsible for any defects in the product (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing product free of charge for ten (10) years.

Warranties are inapplicable under certain conditions

This warranty does not include field replacement labor or materials costs, which are the responsibility of the Customer. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; is converted, altered or connected by other than Neptune recommended procedures; is used with other than genuine Neptune components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to *Encoder Quick Install Guide*). This warranty does not apply to any Product that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Product's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE PRODUCT. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE PRODUCT ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH THE PRODUCT AFTER THIS POINT ARE CUSTOMER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO; AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

NEPTUNE TECHNOLOGY GROUP INC.

ISO 9001 DNV REGISTERED FIRM

Encoder Compatibility Guarantee
Automatic Reading and Billing (ARB®) System (ARB V, ProRead, E-CODER, and ProCoder)

ARB® UTILITY MANAGEMENT SYSTEMS™

With the purchase of the ARB encoder metering system, Neptune will provide the assurance that the ARB System purchased today can be expanded from reading with Neptune handheld devices to reading with Neptune mobile products and fixed network systems.

Guarantee of Compatibility

The Pocket ProReader RF, Advantage Probe, R900®, E-CODER®)R900*i*™, ProCoder)R900*i*, DAP handhelds (PC9300, 9800 & CE5320B) and Neptune mobile systems are designed and built by Neptune. This guarantees the utility compatibility between these systems and the ARB encoder registers.

For Probed Reads: When reading ARB encoders with the Pocket ProReader RF, Advantage Probe, or DAP handhelds (PC9300, 9800 and CE5320B), Neptune guarantees that the meter reading obtained will match the mechanical odometer reading.

For RF Reads: When reading ARB encoders connected to an R900 where the R900 reads a ProRead or ARB V encoder hourly, or in the case of E-CODER or ProCoder where the R900 reads the E-CODER or ProCoder every 15 minutes, Neptune guarantees the encoder reading and the remote reading will match upon manual activation of the R900 with a magnet to force an immediate read and transmission. In the event of the E-CODER)R900*i* or ProCoder)R900*i* where the R900 transmission is updated every 15 minutes, Neptune will guarantee the encoder reading and remote reading to match upon this update.

Damage Guarantee

The Pocket ProReader RF, Advantage Probe, R900, E-CODER)R900*i*, ProCoder)R900*i*, DAP handhelds (PC9300 & 9800, CE5320B) and Neptune mobile systems are warranted against causing damage to any ARB encoder register during interrogation. If it is found that the Pocket ProReader RF, Advantage Probe, R900, DAP handhelds (PC9300 & 9800, CE5320B) or Neptune mobile systems caused damage to an ARB encoder register during interrogation, Neptune will either repair or replace the register at no charge to the utility.

If there are any questions concerning this Meter & Reading Information Systems Guarantee, please write to: Manager of Consumer Relations, Neptune Technology Group Inc., 1600 Alabama Hwy. 229, Tallassee, Alabama 36078.

If a Neptune water meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. If foreign material causes the meter not to perform appropriately, all such materials shall be removed prior to the customer conducting the test. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards. This guarantee is void if components have not been maintained or installed according to Neptune installation and maintenance guidelines, or are otherwise damaged or defective. The accuracy guarantee will not apply where a properly formatted electronic meter reading cannot be obtained on six-digit encoders. The last digit will be displayed only as a zero (0) or five (5) when read remotely. As part of the encoder technology, the electronic reading from the R900 is guaranteed to match the reading on the encoder register upon manual activation of the R900 with a magnet to force an immediate read and transmission (one per hour). System damage as a result of vandalism or acts of God are not covered. Additional warranties may also apply to individual system components. Neptune's liability with respect to breaches of the foregoing warranty shall be limited as stated herein. Neptune's liability shall in no event exceed the purchase price. Neptune shall not be subject to and disclaims the following: (1) any other obligations or liabilities arising out of breach of contract or of warranty; (2) any obligations whatsoever arising from tort claims (including negligence and strict liability) or arising under other theories of law with respect to products sold or services rendered by Neptune, or any undertakings, acts, or omissions relating thereto; and (3) all consequential, incidental, special, multiple, exemplary, and punitive damages whatsoever.

THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NEPTUNE TECHNOLOGY GROUP INC.

ISO 9001 DNV REGISTERED FIRM

A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

MACH 10® Ultrasonic Meter

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune® MACH 10® water meter ("MACH 10"), Neptune Technology Group Inc. ("Neptune") warrants that for meters sold after 02/01/2019 for potable water or combined potable water and residential fire service applications the MACH 10 meter will be warranted to be free from manufacturing defects in workmanship and material as follows:

The MACH 10 will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from a Neptune-authorized distributor of water meters (that later date is referred to as "the Date of Shipment"), and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material. Neptune makes the following additional warranties with respect to certain MACH 10 components, dependent upon the size of meter:

Year of Failure	MACH 10®
	Replacement Price Discount*
1-10	Full replacement 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%

a) Lead Free Bronze Maincase

i) 5/8" – 1" MACH 10

Neptune warrants that the MACH 10 lead free bronze maincase will be free from manufacturing defects in workmanship and material for twenty (20) years from the Date of Shipment.

ii) 1½" – 2" MACH 10

Neptune warrants that the MACH 10 lead free bronze maincase will be free from manufacturing defects in workmanship and material for ten (10) years from the Date of Shipment.

b) Electronics (Battery, PCB, Transducers, LCD)

i) 5/8" – 1" MACH 10

Neptune warrants that the electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of twenty (20) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 free of charge for the first ten (10) years and at a discount of the then-current contract price, or the then-current list price, whichever is less, during the following ten (10) years per the following table. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

ii) 1½" – 2" MACH 10

Neptune warrants the electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of ten (10) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 free of charge during the ten (10) year Warranty Period. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

With respect to Section 1 and subparts a) and b), the period from the Date of Shipment to the expiration of the specified time period is the "Warranty Period" with respect to each specified component. Neptune shall not be responsible for any defects in the MACH 10 or any specified component (whether due to design, materials, manufacture, or otherwise) that manifest themselves after the expiration of the specified Warranty Period.

2. MACH 10 METER ACCURACY

Provided that the MACH 10 meter and the components specified in Section 1 and subparts a) and b) are functioning properly (regardless of whether the MACH 10 meter and specified components are within or outside an applicable Warranty Period), Neptune makes the following warranties with respect to meter accuracy, dependent upon the size of meter:

i) 5/8" – 1" MACH 10

Neptune MACH 10 meters are warranted to meet or exceed meter accuracy of ±1.5% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for twenty (20) years from Date of Shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of ±3% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for twenty (20) years from Date of Shipment.

ii) 1 1/2" – 2" MACH 10

Neptune MACH 10 meters are warranted to meet or exceed meter accuracy of ±1.5% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from date of shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of ±3% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from Date of Shipment.

3. WARRANTY RETURNS

If a Neptune MACH 10 meter fails an accuracy test during an applicable Warranty Period, it may be returned to Neptune for evaluation. Any MACH 10 meter proved to the satisfaction of Neptune to have failed the warranties set forth in this Certificate of Warranty will, at the option of Neptune, be repaired or replaced at no cost to the customer. An accuracy test shall be conducted by the customer according to then-current AWWA testing standards. Any meter being returned for repair to Neptune under this performance warranty must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet Neptune's published accuracy specifications, then the customer will be charged a nominal testing fee by Neptune in such cases. If after the meter has been tested by Neptune, Neptune determines that the meter has failed the warranties set forth in this Certificate of Warranty, then Neptune will repair or replace the meter at Neptune's option. Repaired or replacement MACH 10 meters are warranted for one (1) year after Date of Shipment of the repaired or replacement MACH 10 meter or the balance of the original MACH 10 meter warranty, whichever is greater.

4. RESPONSIBILITY LIMITED TO COSTS OF REPLACEMENT AND REPAIR

If the MACH 10 fails to meet the warranties set forth in Sections 1 and 2 of this Certificate of Warranty, then Neptune, at its option shall repair or replace the MACH 10 or part thereof, provided that (a) the MACH 10 is delivered to a Neptune representative, (b) the MACH 10 is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the MACH 10. Neptune's liability is limited to its

costs of replacement and repair of the non-performing MACH 10, and without limitation, this warranty does not include field replacement, labor, or materials costs, which are the responsibility of the customer. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

The warranties set forth in this Certificate of Warranty do not apply to any MACH 10 meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ability of the MACH 10 to perform, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; or acts of God. This Certificate of Warranty shall not apply if the product is placed in a non-recommended installation, is connected or altered by other than Neptune recommended procedures or is read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third-party reading systems. In addition, this Certificate of Warranty shall not apply if third-party reading equipment is believed to have caused damage to the MACH 10. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any MACH 10 meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

THE ABOVE WARRANTY FOR THE MACH 10 WATER METER IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE MACH 10. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MACH 10 ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH A MACH 10 WATER METER AFTER THIS POINT SHALL BE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MACH 10 WATER METER. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

Neptune T-10, HP Turbine, TRU/FLO® Compound Cold Water Meters Warranty

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune T-10, HP TURBINE, TRU/FLO ® Compound Water Meters (collectively the "Water Meters"), Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 11/1/92:

The Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of Water Meters (that later date is referred to as "the Date of Shipment") and will remain for a period of eighteen (18) months from the Date of Shipment, or twelve (12) months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material.

(a) Maincase. The no-lead high copper alloy or Brass maincase of the Water Meters will be at the Date of Shipment free from manufacturing defects in workmanship and material for the life of the Water Meter.

(b) Frost Protection. All Neptune T-10 Cold Water Meters shipped with a synthetic polymer or cast iron bottom cap will, commencing upon the Date of Shipment, be warranted against chamber damage for a period of ten (10) years.

(c) Registers. Standard, roll sealed registers of the Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of ten (10) years. The ARB ®, ProRead™ (ARB VI), E-CODER® (ARB VII), and ProCoder™ system registers are warranted for ten (10) years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001 shall be warranted for five years from the Date of Shipment. All other components and parts are covered under Neptune's standard one-year material and workmanship guarantee.

(d) Meter Accuracy for Neptune T-10. Neptune T-10 Meters and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters are warranted to meet or exceed, as listed herein, accuracy standards of the AWWA Standard C700-95 for a period of: (i) five (5) years from Date of Shipment for 5/8", 3/4" and 1" meters; (ii) for a period of two (2) years from the Date of Shipment for 1 1/2" and 2" meters; or (iii) the applicable registration shown below, whichever occurs first. Neptune further guarantees that the Neptune T-10 and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters will perform to at least Repaired Meter Accuracy Standards, according to AWWA Manual M-6 Chapter 5 (1999) Table 5.3 for an additional ten (10) years or the registration shown below, whichever occurs first.

(e) Meter Accuracy for HP Turbine and TRU/FLO. The HP Turbine and TRU/FLO Compound Cold Water Meters will perform, for a period of one (1) year from the Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.

SIZE	EXTENDED LOW FLOW ACCURACY	NEW METER ACCURACY	REPAIRED METER ACCURACY
5/8 & 5/8" x 3/4"	1/8 US gpm @ 95% 5 years or 500,000 gallons	500,000 gallons	1,500,000 gallons
3/4"	1/4 US gpm @ 95% 5 years or 750,000 gallons	750,000 gallons	2,250,000 gallons
1"	3/8 US gpm @ 95% 5 years or 1,000,000 gallons	1,000,000 gallons	3,000,000 gallons
1 1/2"	3/4 US gpm@ 95% 2 years or 1,600,000 gallons	1,600,000 gallons	5,000,000 gallons
2"	1 US gpm @ 95% 2 years or 2,700,000 gallons	2,700,000 gallons	8,000,000 gallons

2. WARRANTY RETURN

If a Neptune Water Meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

3. WARRANTIES ARE EXCLUSIVE

The warranties set forth in this certificate of warranty are in lieu of any other warranty, guarantee, or representation, whether expressed or implied, including without limitation, the warranty of merchantability and the warranty of fitness for a particular purpose.

4. DAMAGES LIMITED TO COSTS OF REPLACEMENT AND REPAIR

If the Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Water Meter is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective water meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

The warranties set forth in this Certificate of Warranty do not apply to any Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Water Meter's ability of performance, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components, or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third party reading systems. In addition, this Certificate of Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

R900® Gateway Warranty Statement

ARB® UTILITY MANAGEMENT SYSTEMS™

Warranty

The warranty on the R900® Gateway data collector system components is 12 months from shipment date. Warranty services provided during warranty period are:

- For a unit defective in materials or workmanship, free repair (including parts and labor), or at Neptune's discretion, replacement of the defective unit
- Return shipment of repaired product via prepaid ground service
- Toll-free assistance at Customer Support 1-800-647-4832
- These services are purchaser's exclusive remedy for warranty issues
- Repair turnaround time of 10 working days, excluding transit time

NOT included in the Warranty:

- Battery
- Cables and hardware
- Equipment damaged by abuse or negligence, or environmental damage as a fault of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- USB flash drives
- Antennas

Extended Maintenance Contract Services:

Maintenance contracts are available from your authorized Neptune Sales representative. Maintenance contract services during the extended period include:

- Free repair of unit, including parts and labor
- Return shipment of repaired product is prepaid ground service
- Free inspection and preventative maintenance
- Repair turnaround time of 10 working days, excluding transit time
- Toll-free assistance at Customer Support 1-800-647-4832

NOT included in Extended Maintenance Contract Services:

- Batteries
- Cables and miscellaneous hardware
- Equipment damaged by abuse or negligence or environmental damage as a result of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- Neptune disclaims any implied warranties, including the implied warranties of merchantability and fitness for a particular purpose
- Antennas
- USB flash drive

NEPTUNE TECHNOLOGY GROUP INC.

ISO 9001 DNV

Repair Notes:

A Return Material Authorization (RMA) number MUST accompany all incoming repairs.
This RMA number may be obtained by calling Customer Support at 1-800-647-4832.

- Customer pays all incoming shipment charges
- All outgoing repairs are shipped ground service
- Requested Priority Overnight return shipment is paid by the customer
- Repair warranty is 90 days from shipment date
- Warranty and maintenance contract repair turnaround time of 10 working days, excluding transit time
- Non-warranty and non-maintenance contract repair turnaround time of 20 working days, excluding transit time

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ARB® UTILITY MANAGEMENT SYSTEMS™

NEPTUNE TECHNOLOGY GROUP INC.

ISO 9001

SUNSTATE METER
& SUPPLY, INC.

14001 W Newberry Rd
Newberry, FL 32669

October 25, 2021

Dear Valued Customer,

We would like to personally thank you for your continued support. After much consideration, we have made the decision to sell Sunstate Meter & Supply, Inc. effective October 25, 2021. Ferguson is an industry leader that places tremendous value on taking care of its associates and providing world-class customer service.

Business changes
Your sales/customer service representative(s) will not change, but your payment remittance should be sent to Ferguson's address:

Ferguson Waterworks #3650
Sunstate Meter & Supply
PO Box 100286
Atlanta, GA 30384-0286

We will also be converting to Ferguson's computer system so invoices, packaging slips, etc. will look slightly different.

About Ferguson
Ferguson is the largest wholesale distributor of residential and commercial plumbing supplies in the U.S., and is also a major distributor of waterworks products, HVAC equipment, fire protection systems, and industrial products and services. Celebrating more than 65 years in business and headquartered in Newport News, VA, the company employs 28,000 associates in 1,400 locations.

Please be assured the superior customer service you have come to expect from us will continue. We have worked hard to earn both your business and your trust, and we are certain these strong customer relationships will continue to grow. If you have any questions, please do not hesitate to contact us.

Sincerely,

Keith Ellenburg
President

Enclosure: New remittance information

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FERGUSON

SUNSTATE METER
& SUPPLY, INC.

ATTENTION: ACCOUNTS PAYABLE

Customers remitting payments by check should send payments to:

Ferguson Waterworks #3650
Sunstate Meter & Supply
PO Box 100286
Atlanta, GA 30384-0286

Customers remitting payments by ACH or wire transfer should remit as follows:

Bank Name: Bank of America
411 North Akard Street
Dallas, TX 75201
Account Name: Ferguson Enterprises, LLC
Account number: 4427213913
ABA/routing number (ACHs only): 111000012
ABA/routing number (wires only): 026009593
Swift Code (international wires only): BOFAUS3N

Ferguson accepts CTX and CCD+ ACH formatted payments. In order to receive prompt credit for the payment, please include the following information in the addenda or email remit to ACH@Ferguson.com:

1. Main Branch Number: 3650
2. Invoice Number: This number is located on the upper right hand of the invoice.
3. Amount Paid: Please include the amount paid per invoice.

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City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT
MASTER AGREEMENT FOR WATER METER AND METER READING EQUIPMENT PURCHASES

This FIRST Amendment to the purchase agreement for Master Agreement for Water Meter and Meter Reading Equipment Purchases is made and entered into as of August 24, 2021 by and between the **City of Cocoa** and **Sunstate Meter & Supply, Inc., 14001 W. Newberry Road, Newberry, FL 32669.**

The agreement entered into on October 13, 2020, is hereby amended to renew for the 1st of three renewal options available under the original contract documents for twelve (12) additional months, at the same rates, terms, and conditions commencing on August 16, 2021 and terminating on August 15, 2022.

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

Sunstate Meter & Supply, Inc.

By: Keith Ellenburg
(Name) Printed

President
(Title)

Signature 8/24/2021
Date

CITY OF COCOA

By: Michael C. Blake
(Name) Printed

Mayor
(Title)

Signature 9-14-2021
Date

CC: Carie Shealy, City Clerk
Rebecca Bowman, MBA, CGFO, CGFM
Finance Director

ORIGINAL

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Fax: (321) 433-8860

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT
2nd AMENDMENT
MASTER AGREEMENT FOR WATER METER
AND METER READING EQUIPMENT PURCHASES

This SECOND Amendment to the purchase agreement for Master Agreement for Water Meter and Meter Reading Equipment Purchases is made and entered into as of August 24, 2021 by and between the City of Cocoa and Sunstate Meter& Supply, Inc., 14001 W. Newberry Road, Newberry, FL 32669.

All references to "Sunstate Meter & Supply, Inc." in the purchase agreement (and in all other provisions of the Master Agreement) are hereby replaced with "Ferguson Enterprises, LLC DBA Ferguson Waterworks."

Payment remittance will now be made to: Ferguson Waterworks #751, PO Box 100286, Atlanta, GA 30384-0286.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Renewal Notice for Contract.

Ferguson Enterprises, LLC	**CITY OF COCOA**
By: Matthew Rizzo	**By:** Stockton Whitten
(Print Name)	(Print Name)
Director – Meter & Automation	City Manager
(Title)	(Title)
11/4/21	11/9/2021
Signature / Date	Signature / Date

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing / Contracts Division Manager
Bryant Smith, Director – Public Works

Legislation Details (With Text)

File #:	22-372	**Version:**	2	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	6/22/2022			**In control:**	City Council
On agenda:	7/12/2022			**Final action:**	
Title:	Approval of an Upstart Cocoa Forgivable Loan for $7,500 and a community enrichment project proposal for Chef's Kitchen located at 1070 Clearlake Road per the business's successful completion of the weVenture 24-week business-coaching program. (Growth & Economic Development Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Chef's Kitchen Budget Justification Form.pdf Upstart Cocoa Small Business Forgivable Loan Agreement Template - 4-26-21.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 27, 2022
Agenda Date: July 12, 2022
Prepared By: Connor Williams, Grants Writer and Economic Development Specialist
Through: Angela Essing, Growth and Economic Development Director

Requested Action:
Consideration of a $7,500 forgivable loan with Chef's Kitchen according to the Procedures, Policies, and Conditions of the Upstart Cocoa Minority and Small Business Program.

BACKGROUND:

An Upstart Cocoa Review Committee Meeting was held on Wednesday, July 21, 2021. Chef's Kitchen was chosen to be awarded the Upstart Cocoa Minority and Small Business Program recipient for the purpose of receiving business education, the first step in the Upstart Cocoa Program. Chef's Kitchen was then admitted into the weVENTURE 24-week business mentorship program, paid for through the Upstart Cocoa Forgivable Loan. Chef's Kitchen has successfully completed the program and request to move forward with the remainder of the forgivable loan program. They are requesting $7,500.00, per Exhibit A.

The Upstart Cocoa Review Committee, met on June 27, 2022 and has recommended awarding a Forgivable Loan of $7,500, Exhibit A, to Chef's Kitchen based on the factors described in the Upstart Cocoa Policy and outlined below.

According to the Procedures, Policies, and Conditions of the Upstart Cocoa Minority and Small Business Program, the Upstart Review Committee shall make a recommendation to City Council in

consideration of the following factors:

- The estimated cost of proposed eligible expenses: The total costs of eligible expenses, outlined in Exhibit A, include the purchase of equipment (totaling $2,959.00), enlistment of the services of a bookkeeper (totaling $390.00), rental assistance (totaling $3,646.00), and marketing expenses (totaling $505.00), all totaling $7,500. The requested items are consistent with the eligible expenses outlined in the Upstart Cocoa Program.

- Strength of the business plan: The Upstart Cocoa Review Committee, upon rigorous review of the business plan, voted in confidence to allow Chef's Kitchen to move forward with the weVENTURE mentorship program.

- Evaluations of applicant performance in the weVENTURE Program or similar program: Chef's Kitchen performed exceptionally well in their IGNITE 360 educational workshops, leading to 1) the development of a sound financial platform for decision making, 2) development of a formal chart of accounts, 3) maintaining of past date entries for the year Chef's Kitchen has operated, 4) preparation of profit and loss statements, and 5) standard templates for marketing materials for use in social media and physical advertisements. This work has enabled the owners to be in a well-informed position to understand financial decision making, whether it be for a new entree, a new opening schedule, or an investment in new equipment to meet their goals.

- Potential economic and fiscal impact of the proposed business on the City of Cocoa: The Committee finds Chef's Kitchen niche of homestyle "mom & pop" cooking to be a particularly strong business choice for its location and has proven to be popular to local residents and nearby workers, garnering a notably high 4.6-star rating on Google. Additionally, the restaurant's availability on delivery services opens their clientele to an even larger client base. Finally, Chef's Kitchen's decision to source their products and equipment from local suppliers provide steady support of Cocoa businesses. These factors together make Chef's Kitchen a viable business for the City of Cocoa, and one that readily supports Cocoa's businesses.

- Location of the proposed business and whether it will be home-based: Chef's Kitchen, located at 1070 Clearlake Rd, is located in the heart of Cocoa's denser residential neighborhoods and is a short drive from Eastern Florida State College and Clearlake Educational Center. Being centrally-located and in an accessible location makes the location quick and easy to reach from nearly everywhere in the City.

- External funding available to the applicant: Chef's Kitchen did not pursue other loans or grant opportunities. Instead, their funding came from friends, family, and the owners, Michael Blackwell and Lacy Bussey, themselves, albeit with a limited contingency fund to work with in the beginning. Seeing the potential for Chef's Kitchen success at, and knowing the general potential for failure for new restaurants, the members of the Committee believed that Chef's Kitchen qualified for the City's continued support, proving to be a correct assessment, considering the restaurant's proven success thus far.

Chef's Kitchen is also proposing three ways to give back to the community as required by the program. They would like to work with Endeavor Elementary School for Teacher Appreciation Week and provide a second donation; they donated $750 in 2021, to the Emma Jewel Charter's Blue and Gold Gala. Lastly, they will provide free cooking classes to the Cocoa community youth. See Exhibit A for details.

The template agreement has been included as Exhibit B. This agreement will need to be executed with Chef's Kitchen. To expedite the loan process, staff is requesting the authorization of the City Manager to negotiate and execute the loan agreement consistent with Exhibit B.

STRATEGIC PLAN CONNECTION:

Enter text here

BUDGETARY IMPACT:

The $7,500 for the Upstart Cocoa Forgivable Loan will come from the Capital Asset Program Account (000-282.20.00) that is allocated for economic development incentives.

PREVIOUS ACTION:

Upstart Cocoa Review Committee Meeting was held on Wednesday, July 21, 2021 where Chef's Kitchen was chosen to be the Upstart Cocoa Minority and Small Business Program recipient.

The Upstart Cocoa Review Committee, met on June 27, 2022 and has recommended awarding a Forgivable Loan of $7,500 to Chef's Kitchen.

RECOMMENDED MOTION:

Staff recommends APPROVAL of the requested Upstart Cocoa Forgivable Loan award along with the ability of the City Manager to execute the loan agreement.

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Budget Justification Form

Name of Agency: Chef's Kitchen

Name of Program: UpStart Cocoa Minority and Small Business Program

Book Keeper

Description	Method of Calculation	Requested Amount
Book Keeper	1 meeting per month at $65, for 6 months	$390.00
	Subtotal	**$390.00**

Equipment

Description	Method of Calculation	Requested Amount
Flat grill stove	Price of the grill, which is a Cooking Performance Group S60-GS24-L series model	$2,959.00
	Subtotal	**$2,959.00**

Rent

	Requested Amount
Base Rent at $1700, for two months.	$3,400.00
CAM at $123, for two months.	$246.00
Subtotal	**$3,646.00**

Marketing

Type	Description	Requested Amount
Facebook/Instagram/fliers	Run and boost monthly social media ads. Print fliers for distribution at local events and special events.	$505.00
	Subtotal	**$505.00**

Budget Total	**$7,500.00**

Give back to the community

Over the course of (3) three years, Chef's Kitchen will give back to the community:

1. Chef's Kitchen will provide a breakfast to teachers and administrators during teacher appreciation week, and we plan to reach out to Catherine Murphy at Endeavor Elementary School to see if we can coordinate with them. **Est. Total: $500**

2. In November of 2021, Chef's Kitchen was a sponsor for Emma Jewel Charter's Blue and Gold Gala. We donated $750.00 to the school to help out with their technology program. Chef's Kitchen will be a sponsor again this year (2022). **Est. Total: $1,500**

3. Chef's Kitchen will provide free cooking classes to the youth. The cooking classes will touch on a variety of things such as station cleanliness, measuring, proper way to cut, checking food temperature, baking, and lots more! We will be to reaching out to Crosswinds Youth Services, located right behind our plaza for a possible cooperative effort for the youth they serve. **Est. Total: $500**

FORTINET

URL Blocked by FortiClient

cocoa.legistar.com/gateway.aspx

is in the category Unknown

Your FortiClient administrator has blocked this category

FortiClient has been configured to block unrated urls.
This url was categorized as unrated because the FortiGuard url rating service is inaccessible.

Legislation Details (With Text)

File #:	22-349	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/8/2022			**In control:**	City Council
On agenda:	7/12/2022			**Final action:**	
Title:	FY 2022 Budget Adjustment Report (Finance Director).				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Pd 8. May - FY 2022 EXPENSE Budget Tracking Worksheet-2022-05.pdf Pd 8. May - FY 2022 REVENUE Budget Tracking Worksheet-2022-05.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 8, 2022
Agenda Date: July 12, 2022
Prepared By: Colleen Campbell, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
FY 2022 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 2022 thru May 31, 2022.

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 2022 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 5/31/2022

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
3560 - FACILITY MANAGEMENT					
05/10/22	001-3560-519.64-00	20,795	HVAC ACCEL DELIVERY - CC RESO # 2022-043		2930
05/24/22	001-3560-519.64-00	30,000	COOLING UNIT FOR MUSEUM RESO # 2022-049		3105
2 Budget Amendments/Transfers			Division 3560 Total	$50,795	
2 Total Budget Amendments/Transfers			**GENERAL FUND**	**$50,795**	
3230 - CRA ADMIN/OPERATIONS					
05/02/22	110-3230-559.39-00	(12,903)	2 HVAC SYSTEMS @ PO RESO # 22-180		2816
	110-3230-559.64-00	12,903			
	110-3230-559.39-00	(17,760)	STREET DESIGN INSTALL RESO # 22-232		2817
	110-3230-559.63-00	17,760			
	110-3230-559.39-00	(17,760)			3116
	110-3230-559.46-00	17,760			
05/05/22	110-3230-559.63-00	(17,760)	STREET DESIGN INSTALL RESO # 22-232		3115
	110-3230-559.39-00	17,760			
4 Budget Amendments/Transfers			Division 3230 Total	$0	
4 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**$0**	
1600 - GENERAL OPERATIONS					
05/10/22	130-1600-513.39-00	(70,000)	SLRF SUMMER YOUTH CAMP RESO # 2022-044		2929
05/24/22	130-1600-513.39-00	(98,253)	5-CARDIAC MONITOR/DEFIB RESO # 2022-050		3106
2 Budget Amendments/Transfers			Division 1600 Total	($168,253)	
2201 - FIRE OPERATIONS					
05/24/22	130-2201-522.64-00	98,253	5-CARDIAC MONITOR/DEFIB RESO # 2022-050		3106
1 Budget Amendments/Transfers			Division 2201 Total	$98,253	
3230 - CRA ADMIN/OPERATIONS					
05/10/22	130-3230-559.83-03	70,000	SLRF SUMMER YOUTH CAMP RESO # 2022-044		2929
1 Budget Amendments/Transfers			Division 3230 Total	$70,000	
4 Total Budget Amendments/Transfers			**AMERICAN RESCUE PLAN FUND**	**$0**	
4010 - WATER ADMINISTRATION					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/24/22	421-4010-536.39-00	(4,975)	LIMITORQUE ACTUATORS RESO # 2022-046		3104
1 Budget Amendments/Transfers			Division 4010 Total	($4,975)	
4020 - DYAL PLANT					
05/24/22	421-4020-536.46-00	(49,748)	LIMITORQUE ACTUATORS RESO # 2022-046		3104
	421-4020-536.64-00	54,723			
1 Budget Amendments/Transfers			Division 4020 Total	$4,975	
2 Total Budget Amendments/Transfers			**WATER/SEWER FUND**	**$0**	

12 Transfers & Amendments between 5/1/2022 and 5/31/2022

FY 2022 TOTAL TRANSFERS & AMENDMENTS **50,795**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

FY 2022 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 5/31/2022

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/10/22	001-0000-389.99-50	20,795	HVAC ACCEL DELIVERY - CC RESO # 2022-043		2930
05/24/22	001-0000-389.99-50	30,000	COOLING UNIT FOR MUSEUM RESO # 2022-049		3105
2 Budget Amendments/Transfers			Division 0000 Total	$50,795	
2 Total Budget Amendments/Transfers			**GENERAL FUND**	**$50,795**	

2 Transfers & Amendments between 5/1/2022 and 5/31/2022

FY 2022 TOTAL TRANSFERS & AMENDMENTS	**50,795**

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 2022 - Budget Tracking Worksheets\FY 2022 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoktk

Date: 6/8/2022

Legislation Details (With Text)

File #:	22-350	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/8/2022			**In control:**	City Council
On agenda:	7/12/2022			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Classification Report May 2022.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 8, 2022
Agenda Date: July 12, 2022
Prepared By: Colleen Campbell, Senior Budget Analyst
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 May 2022 (FY22) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This May 2022 (FY22) report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.

- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.

FY 2022 Budget by Classification Report - Summary Listing

5/31/2022

Target for May 2022 is 67%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 11,201,437		$ 9,474,291	$ 1,727,146	85%
OTHER PERMITS AND FEES	$ 4,659,809		$ 3,901,399	$ 758,410	84%
INTERGOVERNMENTAL	$ 3,180,811		$ 1,468,286	$ 1,712,525	46%
CHARGES FOR SERVICES	$ 13,496,236		$ 9,168,421	$ 4,327,815	68%
FINES AND FORFEITURES	$ 14,000		$ 17,756	$ (3,756)	127%
MISCELLANEOUS	$ 667,682		$ 469,621	$ 198,061	70%
OTHER SOURCES (NON-REVENUE)	$ 19,132,469		$ 7,637,942	$ 11,494,527	40%
REVENUE TOTALS	**$ 52,352,444**		**$ 32,137,716**	**$ 20,214,728**	**61%**
EXPENSE					
SALARIES AND BENEFITS	$ 26,423,580	$ 2,041	$ 14,766,865	$ 11,654,674	56%
OPERATING EXPENDITURES	$ 15,855,952	$ 2,318,613	$ 6,734,265	$ 6,803,074	57%
CAPITAL OUTLAY	$ 7,146,328	$ 2,342,640	$ 1,659,236	$ 3,144,452	56%
GRANTS, AIDS AND OTHER	$ 2,926,584	$ -	$ 2,271,801	$ 654,783	78%
EXPENSE TOTALS	**$ 52,352,444**	**$ 4,663,294**	**$ 25,432,167**	**$ 22,256,983**	**57%**
REVENUE TOTALS	**$ 52,352,444**	**$ -**	**$ 32,137,716**	**$ 20,214,728**	**61%**
EXPENSE TOTALS	**$ 52,352,444**	**$ 4,663,294**	**$ 25,432,167**	**$ 22,256,983**	**57%**
	$ -	**$ (4,663,294)**	**$ 6,705,549**	**$ (2,042,255)**	

*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	115,429	173,619.91	150	7,418,497	7,238,829.26	98	7,649,355	410,525.74
20 00	DELINQUENT TAXES	0	50.53		0	1,461.41-		15,000	16,461.41
25 00	PENALTIES RE: TAXES	0	3,777.40		0	9,245.74		5,000	4,245.74-
30 00	TAX CERTIFICATES	0	.00		0	.00		200,000	200,000.00
311 **	AD VALOREM	115,429	177,447.84	154	7,418,497	7,246,613.59	98	7,869,355	622,741.41
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	50,000	80,370.79	161	400,000	403,524.29	101	600,000	196,475.71
312 **	SALES USE AND FUEL TAXES	50,000	80,370.79	161	400,000	403,524.29	101	600,000	196,475.71
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	125,000	136,935.65	110	1,000,000	988,656.92	99	1,500,000	511,343.08
30 00	WATER-COCOA	30,423	35,491.24	117	243,384	285,571.67	117	365,082	79,510.33
40 00	GAS	4,166	6,084.86	146	33,328	37,875.82	114	50,000	12,124.18
80 00	PROPANE	1,666	2,540.94	153	13,328	17,836.20	134	20,000	2,163.80
314 **	UTILITY SERVICE TAX	161,255	181,052.69	112	1,290,040	1,329,940.61	103	1,935,082	605,141.39
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	54,166	56,379.09	104	433,328	450,796.03	104	650,000	199,203.97
315 **	COMMUNICATION SERVICE TAX	54,166	56,379.09	104	433,328	450,796.03	104	650,000	199,203.97
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	942	2,016.98	214	143,232	43,416.39	30	147,000	103,583.61
316 **	LOCAL BUSINESS TAX	942	2,016.98	214	143,232	43,416.39	30	147,000	103,583.61
310 ***	TAXES	381,792	497,267.39		9,685,097	9,474,290.91		11,201,437	1,727,146.09
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
00 00	BUILDING PERMITS	0	.00		0	150.00		0	150.00-
10 00	TRAINING SURCHARGE	0	.00		0	1,757.27		0	1,757.27-
322 **	BUILDING PERMITS	0	.00		0	1,907.27		0	1,907.27-
323	FRANCHISE FEES								
10 00	ELECTRICITY	100,000	114,357.01	114	800,000	686,380.37	86	1,200,000	513,619.63
40 00	GAS	6,250	9,769.86	156	50,000	60,239.48	121	75,000	14,760.52
70 00	SOLID WASTE	23,116	23,241.96	101	184,928	187,277.87	101	277,402	90,124.13
323 **	FRANCHISE FEES	129,366	147,368.83	114	1,034,928	933,897.72	90	1,552,402	618,504.28
325	SPECIAL ASSESSMENT								

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
22 01	FIRE ASSESSMENT	0	72,508.34		2,901,407	2,923,300.89	101	2,901,407	21,893.89-
22 02	F ASSMNT DELINQ TAXES	0	437.93		0	2,425.56		2,000	425.56-
22 03	F ASSMNT PENALTIES	0	2,059.07		0	3,826.67		2,000	1,826.67-
22 04	F ASSMNT TAX CERTS	0	.00		0	.00		150,000	150,000.00
22 *	FIRE PROTECTION	0	75,005.34		2,901,407	2,929,553.12	101	3,055,407	125,853.88
325 **	SPECIAL ASSESSMENT	0	75,005.34		2,901,407	2,929,553.12	101	3,055,407	125,853.88
329	OTHER PERMITS & FEES								
25 00	PLANNING AND ZONING	3,500	1,095.00	31	28,000	24,475.64	87	42,000	17,524.36
35 00	FIRE INSPECTIONS	833	4,815.00	578	6,664	11,565.00	174	10,000	1,565.00-
329 **	OTHER PERMITS & FEES	4,333	5,910.00	136	34,664	36,040.64	104	52,000	15,959.36
320 ***	OTHER PERMITS & FEES	133,699	228,284.17		3,970,999	3,901,398.75		4,659,809	758,410.25
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
20 01	RES OFFCR - CTY CONTRACT	46,500	48,100.00	103	139,500	145,440.00	104	186,000	40,560.00
20 15	VOCA-2021-COCOA PD	9,602	.00		80,503	47,394.04	59	118,921	71,526.96
20 19	JAG 2020-DJ-BX-0410	0	.00		0	16,617.00-		0	16,617.00
20 21	BPV 2020 96472	1,135	.00		5,675	585.50-	10	10,219	10,804.50
20 22	JAG 21-GG-01363	1,545	.00		7,725	.00		13,902	13,902.00
20 23	BULLET PROOF VEST 2021	1,256	.00		8,287	.00		13,310	13,310.00
20 *	PUBLIC SAFETY	60,038	48,100.00	80	241,690	175,631.54	73	342,352	166,720.46
39 12	USDA/FOREST SVC 26866	0	.00		0	2,050.00-		0	2,050.00
39 *	OTHER PHYSCAL ENVIRONMENT	0	.00		0	2,050.00-		0	2,050.00
70 02	AFRICAN AM CIVIL RIGHTS	2,500	.00		20,000	.00		30,000	30,000.00
331 **	FEDERAL GRANTS	62,538	48,100.00	77	261,690	173,581.54	66	372,352	198,770.46
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	4,333-	.00		8,666-	.00		0	.00
333 **	PAYMENT IN LIEU OF TAXES	4,333-	.00		8,666-	.00		0	.00
334	STATE GRANT								
50 *	ECONOMIC ENVIRONMENT	0	.00		0	.00		0	.00
334 **	STATE GRANT	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	46,083	47,796.68	104	368,664	382,373.41	104	553,000	170,626.59
12 20	8TH CNT MUNICIPAL GAS TAX	11,666	12,859.00	110	93,328	102,872.07	110	140,000	37,127.93
12 *	STATE REVENUE SHARING	57,749	60,655.68	105	461,992	485,245.48	105	693,000	207,754.52
14 00	MOBILE HOME LICENSES	2,000	537.75	27	16,000	19,032.04	119	24,000	4,967.96
15 00	ALCOHOLIC BEVERAGE	416	16,013.43	3849	3,328	17,184.59	516	5,000	12,184.59-
18 00	LOCAL GOVERNMENT 1/2 CENT	101,666	132,629.64	131	813,328	795,627.18	98	1,220,000	424,372.82
21 00	FIREFIGHTER SUPPLEMENTAL	3,750	.00		11,250	3,930.00	35	15,000	11,070.00
29 21	POL PEN STATE CONTR	37,183	.00		37,183	.00		185,915	185,915.00
29 22	FIRE PEN STATE CONTR	22,485	.00		22,485	.00		112,427	112,427.00
29 *	OTHER PUBLIC SAFETY	59,668	.00		59,668	.00		298,342	298,342.00
41 00	FUEL TAX REFUNDS	2,083	6,668.34	320	16,664	14,299.20	86	25,000	10,700.80
335 **	STATE SHARED REVENUES	227,332	216,504.84	95	1,382,230	1,335,318.49	97	2,280,342	945,023.51
337	GRANTS FROM LOCAL UNITS								
30 17	FIND BV-CO-20-147 DREDGIN	1,027	.00		5,135	20,755.85-	404	9,245	30,000.85
30 18	FIND BV-CO-20-146 BT RAMP	571	.00		2,855	19,858.30-	696	5,142	25,000.30
30 19	FIND BV-CO-21-152 DRG PII	22,584	.00		112,920	.00		203,255	203,255.00
30 20	FIND BV-CO-21-151 BT PII	34,497	.00		172,485	.00		310,475	310,475.00
30 *	PHYSICAL ENVIRONMENT	58,679	.00		293,395	40,614.15-	14	528,117	568,731.15
60 *	HUMAN SERVICES	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	58,679	.00		293,395	40,614.15-	14	528,117	568,731.15
330 ***	INTERGOVERNMENTAL REVENUE	344,216	264,604.84		1,928,649	1,468,285.88		3,180,811	1,712,525.12
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
30 00	ADMINISTRATIVE FEES	580,580	580,580.00	100	4,644,640	4,644,640.00	100	6,966,971	2,322,331.00
31 00	ADMIN FEES STORMWATER	15,758	15,758.00	100	126,064	126,064.00	100	189,096	63,032.00
40 00	CERTIFY/COPY/SEARCH	9,166	12,774.85	139	73,328	89,005.11	121	110,000	20,994.89
90 12	PASSPORT EXECUTION FEES	166	210.00	127	1,328	2,240.00	169	2,000	240.00-
341 **	GENERAL GOVERNMENT	605,670	609,322.85	101	4,845,360	4,861,949.11	100	7,268,067	2,406,117.89
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	1,250	.00		10,000	.00		15,000	15,000.00
90 00	OTHER PUBLIC SAFETY	83	50.00	60	664	100.00	15	1,000	900.00
90 01	FALSE ALARM FEES	708	1,085.00	153	5,664	6,695.00	118	8,500	1,805.00
90 *	OTHER PUBLIC SAFETY	791	1,135.00	144	6,328	6,795.00	107	9,500	2,705.00
342 **	PUBLIC SAFETY	2,041	1,135.00	56	16,328	6,795.00	42	24,500	17,705.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	42,916	45,634.02	106	343,328	406,183.18	118	515,000	108,816.82
37 11	ROCKLEDGE	25,000	25,738.83	103	200,000	205,043.29	103	300,000	94,956.71
37 12	SUN LAKE	333	340.80	102	2,664	2,684.58	101	4,000	1,315.42
37 13	CLNY PK-M.I.UTIL CO.	166	175.20	106	1,328	1,357.08	102	2,000	642.92
37 16	COCOA BEACH	9,833	9,899.88	101	78,664	78,556.16	100	118,000	39,443.84
37 17	CAPE CANAVERAL	8,083	8,097.99	100	64,664	64,417.71	100	97,000	32,582.29
37 18	TITUSVILLE	366	368.40	101	2,928	2,947.50	101	4,400	1,452.50
37 *	WATER BILLING SERVICES	86,697	90,255.12	104	693,576	761,189.50	110	1,040,400	279,210.50
39 01	SERVICE CHARGES	41,666	44,942.64	108	333,328	360,562.36	108	500,000	139,437.64
39 03	ADMIN CHARGES	33,416	48,870.00	146	267,328	386,440.00	145	401,000	14,560.00
39 04	PENALTIES	65,804	52,655.69	80	526,432	479,663.48	91	789,650	309,986.52
39 05	NSF CHECKS	2,250	2,589.18	115	18,000	23,991.39	133	27,000	3,008.61
39 13	HIGH CONSUMP CHGS	0	650.00		0	3,795.00		0	3,795.00-
39 *	WATER OTHER INCOME	143,136	149,707.51	105	1,145,088	1,254,452.23	110	1,717,650	463,197.77
41 10	SOLID WASTE	197,804	195,711.15	99	1,582,432	1,616,713.98	102	2,373,648	756,934.02
41 20	RECYCLING REVENUE	31,424	31,874.61	101	251,392	253,847.06	101	377,088	123,240.94
41 30	GREEN WASTE	35,025	35,508.15	101	280,200	282,816.56	101	420,300	137,483.44
41 *	GARBAGE COLLECTION	264,253	263,093.91	100	2,114,024	2,153,377.60	102	3,171,036	1,017,658.40
45 *	GARBAGE-OTHER REVENUE	0	.00		0	.00		0	.00
90 01	FDOT MEDIAN MAINT	0	17,782.50		33,406	49,047.50	147	62,530	13,482.50
90 03	FDOT MNT SIGNAL/HWY LIGHT	19,752-	.00		67,560	.00		115,753	115,753.00
90 *	OTHER PHYSICAL ENVIRON	19,752-	17,782.50		100,966	49,047.50	49	178,283	129,235.50
343 **	PHYSICAL ENVIRONMENT	474,334	520,839.04	110	4,053,654	4,218,066.83	104	6,107,369	1,889,302.17
347	CULTURE/RECREATION								
20 10	GAZEBO-PAVILLION RENTAL	0	199.00		0	1,043.00		0	1,043.00-
39 10	PORCHER HOUSE - REVENUES	2,500	699.53	28	20,000	15,932.34	80	30,000	14,067.66
39 11	TENANT MAINTENANCE FEES	108	195.12	181	864	878.04	102	1,300	421.96
39 20	COCOA CIVIC CENTER	2,083	1,620.00	78	16,664	21,588.04	130	25,000	3,411.96
39 30	RIVERFRONT PARK	1,666	1,320.00	79	13,328	8,290.65	62	20,000	11,709.35
39 *	OTHER CULTURAL SERVICES	6,357	3,834.65	60	50,856	46,689.07	92	76,300	29,610.93
40 05	SPECIAL EVENT PERMITS	1,250	6,000.00	480	10,000	27,150.00	272	15,000	12,150.00-
50 10	EVENT FEES	416	870.87	209	3,328	2,114.97	64	5,000	2,885.03
50 50	MISC FURNISHINGS	0	300.00		0	4,612.70		0	4,612.70-
50 *	SPECIAL REC FACILITIES	416	1,170.87	282	3,328	6,727.67	202	5,000	1,727.67-
347 **	CULTURE/RECREATION	8,023	11,204.52	140	64,184	81,609.74	127	96,300	14,690.26
340 ***	CHARGES FOR SERVICES	1,090,068	1,142,501.41		8,979,526	9,168,420.68		13,496,236	4,327,815.32

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
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
90 00	OTHER	1,166	1,167.05	100	9,328	17,756.12	190	14,000	3,756.12-
351 **	JUDGMENTS AND FINES	1,166	1,167.05	100	9,328	17,756.12	190	14,000	3,756.12-
350 ***	FINES AND FORFEITURES	1,166	1,167.05		9,328	17,756.12		14,000	3,756.12-
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	5,000	73,998.75-	1480	40,000	12,397.21	31	60,000	47,602.79
10 02	INVESTMENT INTEREST	11,666	.00		93,328	22,465.60	24	140,000	117,534.40
10 10	SBA	66	371.25	563	528	956.62	181	800	156.62-
10 11	INTEREST/CBOS	208	110.69	53	1,664	752.63	45	2,500	1,747.37
10 *	INTEREST	16,940	73,516.81-	434	135,520	36,572.06	27	203,300	166,727.94
30 00	NET INC/DEC FMV INVESTMNT	0	.00		0	249,522.78-		0	249,522.78
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	1,609.62-		0	1,609.62
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	1,609.62-		0	1,609.62
361 **	INTEREST & OTHER EARNINGS	16,940	73,516.81-	434	135,520	214,560.34-	158	203,300	417,860.34
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	9,951	3,812.30	38	115,679	109,763.26	95	156,583	46,819.74
39 10	PORCHER HOUSE	0	2,581.72		0	3,872.58		0	3,872.58-
39 20	CIVIC CENTER	0	1,320.00		0	1,980.00		0	1,980.00-
39 *	RENTALS AND LEASES	0	3,901.72		0	5,852.58		0	5,852.58-
362 **	RENT AND ROYALTIES	9,951	7,714.02	78	115,679	115,615.84	100	156,583	40,967.16
364	DISPOSITION FIXED ASSETS								
10 00	GAIN/(LOSS)SALE OF F/A	0	.00		0	35,827.37		0	35,827.37-
364 **	DISPOSITION FIXED ASSETS	0	.00		0	35,827.37		0	35,827.37-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	0	.00		0	639.52		0	639.52-
365 **	SALE SURPLUS MTRLS &SCRAP	0	.00		0	639.52		0	639.52-
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	10,884	.00		21,768	67,591.00	311	65,300	2,291.00-
10 10	CONTRIBS FOR K-9	237	1,423.52	601	474	1,423.52	300	1,424	.48
10 *	DONATIONS-PRIVATE SOURCES	237	1,423.52	601	474	1,423.52	300	1,424	.48
366 **	CONTRIBUTIONS & DONATIONS	11,121	1,423.52	13	22,242	69,014.52	310	66,724	2,290.52-

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
368		PENSION CONTRIBUTIONS								
368	**	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	4,166	2,604.33	63	33,328	199,223.83	598	50,000	149,223.83-
90	02	POLICE SECURITY SERVICES	3,008	24,022.50	799	24,064	108,422.25	451	36,100	72,322.25-
90	03	CODE ENF ABATE/DEMO REV	7,631	8,511.37	112	61,048	86,407.66	142	91,575	5,167.34
90	04	MISC. POLICE REVENUES	125	8.00	6	1,000	2,729.33	273	1,500	1,229.33-
90	05	INVESTIGATIVE COSTS REIM	4,533	5,571.23	123	36,264	40,115.75	111	54,400	14,284.25
90	09	PROPERTY REGISTRATION	625	300.00	48	5,000	2,200.00	44	7,500	5,300.00
90	*	OTHER MISC REVENUES	20,088	41,017.43	204	160,704	439,098.82	273	241,075	198,023.82-
96	00	INSURANCE REFUND/PROCEEDS	0	.00		0	23,984.89		0	23,984.89-
369	**	OTHER MISC REVENUES	20,088	41,017.43	204	160,704	463,083.71	288	241,075	222,008.71-
360	***	MISCELLANEOUS REVENUES	58,100	23,361.84-		434,145	469,620.62		667,682	198,061.38
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	10	TRF FROM COCOA CRA (110)	116,865	12,500.00	11	934,920	1,352,378.74	145	1,402,380	50,001.26
91	12	TRF FROM US1 CRA (112)	1	.00		2	.00		5	5.00
91	21	TRF FROM W/S FUND (421)	0	.00		0	418,716.13		0	418,716.13-
91	30	TRF FROM CAP PROJ (301)	86,535	.00		432,675	.00		778,819	778,819.00
91	*	TRANSFER FROM	203,401	12,500.00	6	1,367,597	1,771,094.87	130	2,181,204	410,109.13
381	**	INTERFUND TRANSFER	203,401	12,500.00	6	1,367,597	1,771,094.87	130	2,181,204	410,109.13
382		CONTRIBUTIONS ENTERPRISE								
40	00	CONTRIBUTIONS (ROI)	603,112	603,112.92	100	4,824,896	4,824,903.36	100	7,237,355	2,412,451.64
40	01	6% PILOFF	130,242	130,243.00	100	1,041,936	1,041,944.00	100	1,562,914	520,970.00
40	*	CONTRIBUTIONS (ROI)	733,354	733,355.92	100	5,866,832	5,866,847.36	100	8,800,269	2,933,421.64
382	**	CONTRIBUTIONS ENTERPRISE	733,354	733,355.92	100	5,866,832	5,866,847.36	100	8,800,269	2,933,421.64
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

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
389	NON OPERATING SOURCES								
99 11	RESTR. CASH CARRY FORWARD	300	.00		2,400	.00		3,600	3,600.00
99 50	FUND BAL-APPROP. RESERVES	662,085	.00		4,602,434	.00		8,147,396	8,147,396.00
99 *	BALANCE FORWARD	662,385	.00		4,604,834	.00		8,150,996	8,150,996.00
389 **	NON OPERATING SOURCES	662,385	.00		4,604,834	.00		8,150,996	8,150,996.00
380 ***	OTHER SOURCES(NON-REV)	1,599,140	745,855.92		11,839,263	7,637,942.23		19,132,469	11,494,526.77
FUND TOTAL	GENERAL FUND	3,608,181	2,856,318.94		36,847,007	32,137,715.19		52,352,444	20,214,728.81
GRAND TOTAL		3,608,181	2,856,318.94		36,847,007	32,137,715.19		52,352,444	20,214,728.81

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	54063	61229.47	113	633366	433486.66	68	.00	849660	416173.34	51
11 **	EXECUTIVE SALARIES	54063	61229.47	113	633366	433486.66	68	.00	849660	416173.34	51
12-00	REGULAR SALARIES & WAGES	1115205	930851.91	84	9033253	7520581.15	83	.00	13494190	5973608.85	56
12-06	SALARIES/CONTRACTUAL	2083	.00	0	16664	336.00	2	.00	25000	24664.00	1
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-09	SALARIES & WAGES CONTRA	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	17448	22964.84	132	69504	166986.05	240	.00	139297	27689.05-	120
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1134736	953816.75	84	9119421	7687903.20	84	.00	13658487	5970583.80	56
13-00	OTHER SALARIES & WAGES	101646	72364.19	71	575832	535499.69	93	.00	982476	446976.31	55
13 **	OTHER SALARIES & WAGES	101646	72364.19	71	575832	535499.69	93	.00	982476	446976.31	55
14-00	OVERTIME	37843	41692.53	110	302720	354277.42	117	.00	454195	99917.58	78
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14-20	JAG COVID 2020-VD-BX-1270	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	37843	41692.53	110	302720	354277.42	117	.00	454195	99917.58	78
15-00	SPECIAL PAY	30707	33691.79	110	245656	251858.47	103	.00	368502	116643.53	68
15 **	SPECIAL PAY	30707	33691.79	110	245656	251858.47	103	.00	368502	116643.53	68
20-00	CLOTHING/SHOE ALLOWANCE	2016	.00	0	16008	7687.21	48	.00	24085	16397.79	32
20 **	CLOTHING/SHOE ALLOWANCE	2016	.00	0	16008	7687.21	48	.00	24085	16397.79	32
21-00	FICA TAXES	99276	87478.08	88	794208	694960.71	88	.00	1191443	496482.29	58
21 **	FICA TAXES	99276	87478.08	88	794208	694960.71	88	.00	1191443	496482.29	58
22-00	RETIREMENT CONTRIBUTIONS	82828	74575.64	90	670622	592272.24	88	.00	1002044	409771.76	59
22-01	FIRE PENSION	184289	155075.27	84	1474312	1301473.32	88	.00	2211478	910004.68	59
22-02	STATE CONTRIBUTIONS	20582	.00	0	215976	.00	0	.00	298342	298342.00	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
22-03	NON FRS RETIREMENT CONT	3301	2416.83	73	18410	19412.67	105	.00	31618	12205.33	61
22 **	RETIREMENT CONTRIBUTIONS	291000	232067.74	80	2379320	1913158.23	80	.00	3543482	1630323.77	54
23-00	INSURANCES	6276	5920.17	94	47892	52078.18	109	.00	73087	21008.82	71
23-02	MEDICARE PART B	32096	21732.60	68	256768	248891.64	97	2041.20	385160	134227.16	65
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	277318	223297.74	81	2220158	1674366.04	75	.00	3329539	1655172.96	50
23-05	HEALTH GF RETIREES 50%	3687	3276.96	89	29496	26625.30	90	.00	44241	17615.70	60
23-06	HEALTH GF RETIREES 100%	25396	18837.62	74	203168	173639.68	86	.00	304761	131121.32	57
23-07	DENTAL INSURANCE	14332	11826.72	83	115358	90280.03	78	.00	172767	82486.97	52
23-08	VISION INSURANCE	2791	1760.74	63	22328	16606.00	74	.00	33594	16988.00	49
23-09	LONG TERM DISABILITY	4019	3931.72	98	32152	29052.01	90	.00	48321	19268.99	60
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	365915	290584.27	79	2927320	2311538.88	79	2041.20	4391470	2077889.92	53
24-00	WORKER'S COMPENSATION	58362	54982.64	94	466896	440171.00	94	.00	700495	260324.00	63
24 **	WORKER'S COMPENSATION	58362	54982.64	94	466896	440171.00	94	.00	700495	260324.00	63
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	6664	6328.45	95	.00	10000	3671.55	63
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	6664	6328.45	95	.00	10000	3671.55	63
27-00	BENEFIT OFFSET	20770	17303.76	83	166200	129994.63	78	.00	249285	119290.37	52
27 **	BENEFIT OFFSET	20770	17303.76	83	166200	129994.63	78	.00	249285	119290.37	52
28-00	PERS SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
28 **	PERS SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
31-00	PROFESSIONAL SERVICES	40884	14713.45	36	281957	167680.54	60	255330.26	450323	27312.20	94
31-01	LEGAL EXPENSES	33337	61683.60	185	266696	256356.44	96	159616.56	487473	71500.00	85
31-02	MEDICAL SERVICES	4013	4699.88	117	32104	32349.14	101	9458.36	48160	6352.50	87

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	57	.00	0	13575	13905.00	102	.00	13905	.00	100
31-06	EDA-04-69-07348 GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-11	USDA MANAGE FOREST GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-13	FIND BV-C0-20-146 BT RAMP	571-	.00	0	2287	.00	0	.00	0	.00	0
31-14	FIND BV-CO-20-147 DREDGIN	1028-	.00	0	4106	.00	0	.00	0	.00	0
31-15	FIND BV-CO-21-152 DRG PII	2500	.00	0	20000	.00	0	.00	30000	30000.00	0
31-16	FIND BV-CO-21-151 BT PII	0	.00	0	0	.00	0	.00	0	.00	0
31-33	EMPLOYEE HEALTH CENTER	17321	19583.70	113	138568	106399.32	77	101453.68	207853	.00	100
31 **	PROFESSIONAL SERVICES	96513	100680.63	104	759293	576690.44	76	525858.86	1237714	135164.70	89
32-00	ACCOUNTING & AUDITING	6166	.00	0	49328	74000.00	150	.00	74000	.00	100
32 **	ACCOUNTING & AUDITING	6166	.00	0	49328	74000.00	150	.00	74000	.00	100
34-00	CONTRACT SERVICES	90983	74227.95	82	786941	607031.82	77	300052.62	1145873	238788.56	79
34-02	FDEP-RESILIENCY4190120	0	.00	0	0	.00	0	.00	0	.00	0
34-03	CUSTOMER SERVICE CONTRACT	231642	.00	0	1853136	1437277.97	78	.00	2779713	1342435.03	52
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	36017	42038.65	117	281255	238617.20	85	160717.30	450000	50665.50	89
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	358642	116266.60	32	2921332	2282926.99	78	460769.92	4375586	1631889.09	63
39-00	CONTINGENCY	9387	.00	0	104784	.00	0	.00	142346	142346.00	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	26682	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	13834	.00	0	131466	.00	0	.00	142346	142346.00	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
40-00	TRAVEL & PER DIEM	9062	2749.95	30	72696	16898.84	23	.00	106668	89769.16	16
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40-22	JAG-21-GG-01363	772	.00	0	3860	.00	0	.00	6951	6951.00	0
40 **	TRAVEL & PER DIEM	9834	2749.95	28	76556	16898.84	22	.00	113619	96720.16	15
41-00	COMMUNICATION	14607	9221.23	63	118769	101778.32	86	62479.26	181457	17199.42	91
41 **	COMMUNICATION	14607	9221.23	63	118769	101778.32	86	62479.26	181457	17199.42	91
42-00	POSTAGE & FREIGHT	37322	31147.77	84	299773	246528.70	82	156509.33	451546	48507.97	89
42 **	POSTAGE & FREIGHT	37322	31147.77	84	299773	246528.70	82	156509.33	451546	48507.97	89
43-00	ELECTRIC/WATER/SEWER	67960	70626.44	104	544398	389879.77	72	359882.24	811102	61339.99	92
43 **	ELECTRIC/WATER/SEWER	67960	70626.44	104	544398	389879.77	72	359882.24	811102	61339.99	92
44-00	RENTALS AND LEASES	12809	8591.69	67	97311	115536.51	119	31228.52	148576	1810.97	99
44 **	RENTALS AND LEASES	12809	8591.69	67	97311	115536.51	119	31228.52	148576	1810.97	99
45-00	INSURANCE	43565	273533.74	628	348566	412321.62	118	.00	522872	110550.38	79
45 **	INSURANCE	43565	273533.74	628	348566	412321.62	118	.00	522872	110550.38	79
46-00	REPAIRS & MAINTENANCE	31497	14877.84	47	528240	321158.64	61	172499.06	841079	347421.30	59
46-02	REPAIR/MAINT BUILDING	32461	17057.42	53	241438	135923.64	56	55882.51	367538	175731.85	52
46-03	REPAIR/MAINT-VEHICLES	13403	41837.76	312	247520	183531.30	74	20895.42	336698	132271.28	61
46-05	HYDRANT FEES	20016	20062.85	100	160128	160502.80	100	.00	240198	79695.20	67
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	97377	93835.87	96	1177326	801116.38	68	249276.99	1785513	735119.63	59
47-00	PRINTING & BINDING	16413	10951.18	67	112236	79469.69	71	68146.10	172064	24448.21	86
47 **	PRINTING & BINDING	16413	10951.18	67	112236	79469.69	71	68146.10	172064	24448.21	86
48-00	PROMOTIONAL ACTIVITIES	4568	1764.12	39	54544	28101.27	52	2875.00	72850	41873.73	43
48-11	BUSINESS ASSIST. PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	4568	1764.12	39	54544	28101.27	52	2875.00	72850	41873.73	43

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-00	OTHER CHARGES & OBLIG.	24053	615.07	3	127521	137784.38	108	40069.03	229274	51420.59	78
49-02	ADVERTISING	211	.00	0	1445	.00	0	.00	2300	2300.00	0
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0
49-06	BROWNFIELD PROG CITY COST	416	.00	0	3328	2000.00	60	.00	5000	3000.00	40
49-07	BAD DEBT EXPENSE	0	2705.07-	0	0	42814.24-	0	.00	0	42814.24	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	1110	.00	0	10548	14990.00	142	.00	15000	10.00	100
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	25790	2090.00-	8-	142842	111960.14	78	40069.03	251574	99544.83	60
51-00	OFFICE SUPPLIES	3647	1944.28	53	29734	14820.52	50	.00	45081	30260.48	33
51 **	OFFICE SUPPLIES	3647	1944.28	53	29734	14820.52	50	.00	45081	30260.48	33
52-00	OPERATING SUPPLIES	72573	34154.21	47	519705	552822.60	106	130746.38	869593	186024.02	79
52-02	UNIFORMS	7126	1306.77	18	57008	19411.67	34	33143.07	78474	25919.26	67
52-05	EMS 1st RESP-CONSUM SUPP	3863	2498.83	65	30904	27980.72	91	8499.64	46357	9876.64	79
52-07	JANITORIAL SUPPLIES	3398	2291.26	67	27291	19183.71	70	.00	41844	22660.29	46
52-10	HEATING FUEL	285	301.22	106	2280	1811.53	80	1615.47	3427	.00	100
52-11	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-12	BULLETPROOF VEST GRANT	129-	.00	0	512	.00	0	.00	0	.00	0
52-13	VOCA GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-14	JAG 2020-DJ-BX-0410	0	.00	0	0	.00	0	.00	0	.00	0
52-22	BULLET PROOF V 2020	2271	.00	0	11355	10618.04	94	9289.96	20438	530.00	97
52-23	BULLET PROOF VEST 2021	2512	.00	0	16574	.00	0	26620.00	26620	.00	100
52-30	FUEL, OIL, & LUBRICANTS	25219	33715.73	134	199685	177176.19	89	445.00-	332460	155728.81	53

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
52-33	EMPLOYEE HEALTH CENTER	8379	6680.95	80	67032	41848.66	62	58699.34	100548	.00	100
52 **	OPERATING SUPPLIES	125497	80948.97	65	932346	850853.12	91	268168.86	1519761	400739.02	74
53-00	ROAD MATERIALS/SUPPLIES	3181	3528.26	111	25448	15262.05	60	4438.44	38175	18474.51	52
53 **	ROAD MATERIALS/SUPPLIES	3181	3528.26	111	25448	15262.05	60	4438.44	38175	18474.51	52
54-00	MEMBERSHIP/PUBLICATIONS	4136	2105.95	51	43620	45655.45	105	1225.00	60236	13355.55	78
54 **	MEMBERSHIP/PUBLICATIONS	4136	2105.95	51	43620	45655.45	105	1225.00	60236	13355.55	78
55-00	TRAINING	10671	5243.21	49	96917	52036.77	54	10250.00	142664	80377.23	44
55-01	EDA PROGRAM	833	2275.92	273	6664	2860.60	43	.00	10000	7139.40	29
55-22	JAG 21-GG-01363	772	.00	0	3860	.00	0	.00	6951	6951.00	0
55 **	TRAINING	12276	7519.13	61	107441	54897.37	51	10250.00	159615	94467.63	41
56-15	IT-RELATED OPERATING EXP	324594	31325.11	10	2370099	515567.91	22	77435.59	3692265	3099261.50	16
56-16	EMS DATA COLLECTION-BEMO	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	324594	31325.11	10	2370099	515567.91	22	77435.59	3692265	3099261.50	16
57-99	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
57 **	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	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	32877	.00	0	220764	327271.60	148	.00	352272	25000.40	93
61 **	LAND	32877	.00	0	220764	327271.60	148	.00	352272	25000.40	93
62-00	BUILDINGS	102220	.00	0	727152	75121.90	10	114666.05	1161036	971248.05	16
62-33	EMPLOYEE HEALTH CENTER	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 **	BUILDINGS	102220	.00	0	727152	75121.90	10	114666.05	1161036	971248.05	16
63-00	INFRASTRUCTURE	152552	.00	0	1068635	542937.27	51	522197.38	2430450	1365315.35	44
63-04	FDOT LAP 2020-SIDEWALKS	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63-13	FIND BV-CO-20-146 BT RAMP	1714	1397.00	82	3428	6761.80	197	2514.60	10284	1007.60	90
63-14	FIND BV-CO-20-147 DREDGIN	3082	1534.80	50	6164	5998.05	97	2238.25	18490	10253.70	45
63-15	FIND BV-CO-21-152 DRGPII	22584	63780.07	282	112920	86919.07	77	116335.93	203255	.00	100
63-16	FIND BV-CO-21-151 BT PII	29522	110292.58	374	192385	199166.06	104	111275.94	310475	33.00	100
63 **	INFRASTRUCTURE	209454	177004.45	85	1383532	841782.25	61	754562.10	2972954	1376609.65	54
64-00	MACHINERY AND EQUIPMENT	226081	.00	0	1571256	379340.70	24	1473412.27	2621978	769225.03	71
64-01	BC EMS GRANT 2020 AWARD	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	3463	.00	0	24241	35719.31	147	.00	38088	2368.69	94
64-16	FIREHOUSE SUBS-EXTRAC EQ	0	.00	0	0	.00	0	.00	0	.00	0
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	229544	.00	0	1595497	415060.01	26	1473412.27	2660066	771593.72	71
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	0	.00	0	1139796	1085744.00	95	.00	1139796	54052.00	95
81 **	AIDS TO GOVT AGENCY	0	.00	0	1139796	1085744.00	95	.00	1139796	54052.00	95

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
82-01	ECON DEV INCENTIVE CONTR	1666	.00	0	13328	20000.00	150	.00	20000	.00	100
82 **	AID PRIVATE ORGANIZATION	1666	.00	0	13328	20000.00	150	.00	20000	.00	100
83-00	OTHER GRANTS & AIDS	208	.00	0	1664	.00	0	.00	2500	2500.00	0
83-01	MISC GRANTS/DONATIONS	1266	.00	0	10128	.00	0	.00	15200	15200.00	0
83-10	CARES CRF #107-2020	0	.00	0	0	.00	0	.00	0	.00	0
83 **	OTHER GRANTS & AIDS	1474	.00	0	11792	.00	0	.00	17700	17700.00	0
91-03	TO CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	TO HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	TO BLDG PERM(107)	0	.00	0	0	.00	0	.00	0	.00	0
91-08	TO SEC 108 LOAN (108)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	TO COCOA CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	TO DIAMOND SQ (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	TO US 1 CRA (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TO GF DEBT SVC (201)	145757	145757.09	100	1166056	1166056.72	100	.00	1749088	583031.28	67
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-32	TO RVRFRNT/LWP (302)	0	.00	0	0	.00	0	.00	0	.00	0
91-33	TO FISKE CAP PROJ (303)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	145757	145757.09	100	1166056	1166056.72	100	.00	1749088	583031.28	67

FUND 001 TOTAL *********

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
	GENERAL FUND	4198890	3012623.68	72	34233956	25432166.12	74	4663294.76	52352444	22256983.12	58
GRAND TOTAL	*********										
		4198890	3012623.68	72	34233956	25432166.12	74	4663294.76	52352444	22256983.12	58

FY 2022 Budget by Classification Report - Summary Listing

5/31/2022

Target for May 2022 is 67%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 69,083,674		$ 45,788,973	$ 23,294,701	66%
INTERGOVERNMENTAL/GRANTS	$ -		$ -	$ -	0%
MISCELLANEOUS	$ 214,444		$ (734,934)	$ 949,378	-343%
OTHER SOURCES (*NON-REVENUE)	$ 15,568,847		$ 58,733	$ 15,510,114	0%
REVENUE TOTALS	**$ 84,866,965**	**-**	**$ 45,112,772**	**$ 39,754,193**	**53%**
EXPENSE					
SALARIES AND BENEFITS	$ 19,738,153	$ -	$ 10,107,304	$ 9,630,849	51%
OPERATING EXPENDITURES	$ 31,550,448	$ 5,761,289	$ 14,314,018	$ 11,475,141	64%
CAPITAL OUTLAY	$ 9,911,705	$ 1,814,728	$ 868,483	$ 7,228,494	27%
GRANTS, AIDS AND OTHER	$ 23,666,659	$ -	$ 17,371,907	$ 6,294,752	73%
EXPENSE TOTALS	**$ 84,866,965**	**$ 7,576,017**	**$ 42,661,712**	**$ 34,629,236**	59%
REVENUE TOTALS	**$ 84,866,965**	**$ -**	**$ 45,112,772**	**$ 39,754,193**	**53%**
EXPENSE TOTALS	**$ 84,866,965**	**$ 7,576,017**	**$ 42,661,712**	**$ 34,629,236**	**59%**
**	**$ -**	**$ (7,576,017)**	**$ 2,451,060**	**$ 5,124,957**	

*Includes adjustment in investments fair market value

**Unaudited

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320		OTHER PERMITS & FEES								
324		IMPACT FEES								
03	*	IMPACT FEES - RETAIL BLDG	0	.00		0	.00		0	.00
324	**	IMPACT FEES	0	.00		0	.00		0	.00
320	***	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
334	**	STATE GRANT	0	.00		0	.00		0	.00
337		GRANTS FROM LOCAL UNITS								
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
31	00	WATER SALES	4,832,138	5,228,453.46	108	38,657,104	37,869,587.25	98	57,985,663	20,116,075.75
33	00	WATER CONNECTION FEE	44,592	42,111.96	94	356,736	606,155.18	170	535,105	71,050.18-
36	00	WATER HYDRANT FEES	314,823	318,880.80	101	2,518,584	2,538,031.80	101	3,777,881	1,239,849.20
39	06	HYDRANT RESID FLOW TEST	133	1,080.00	812	1,064	7,080.00	665	1,600	5,480.00-
39	07	BACKFLOW DEVICE TEST	12,083	18,517.57	153	96,664	80,515.59	83	145,000	64,484.41
39	08	JUMPER METERS	58	280.00	483	464	1,070.00	231	700	370.00-
39	09	PLAN REVIEW/CONST INSPECT	1,000	1,740.00	174	8,000	24,360.00	305	12,000	12,360.00-
39	10	BACKFLOW PRV/RLCT TEMP	41	145.42	355	328	1,373.36	419	500	873.36-
39	*	WATER OTHER INCOME	13,315	21,762.99	163	106,520	114,398.95	107	159,800	45,401.05
51	00	SEWER SALES	518,281	551,077.45	106	4,146,248	4,397,398.71	106	6,219,374	1,821,975.29
51	*	SEWER SALES	518,281	551,077.45	106	4,146,248	4,397,398.71	106	6,219,374	1,821,975.29
53	02	SEWER CONN INDIAN HILLS	0	.00		0	5,926.76		0	5,926.76-
59	01	GREASE TRAP PERMITS	516	735.31	143	4,128	5,676.73	138	6,200	523.27
60	00	REUSE WATER SALES	32,720	35,499.40	109	261,760	247,376.61	95	392,651	145,274.39
60	01	REUSE WATER INSTALLATION	583	1,464.88	251	4,664	4,421.01	95	7,000	2,578.99
60	*	REUSE WATER SALES	33,303	36,964.28	111	266,424	251,797.62	95	399,651	147,853.38

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
343	**	PHYSICAL ENVIRONMENT	5,756,968	6,199,986.25	108	46,055,744	45,788,973.00	99	69,083,674	23,294,701.00
340	***	CHARGES FOR SERVICES	5,756,968	6,199,986.25		46,055,744	45,788,973.00		69,083,674	23,294,701.00
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	0	43,975.36-		0	9,614.51		0	9,614.51-
10	02	INVESTMENT INTEREST	10,747	.00		85,976	94,660.49	110	128,964	34,303.51
10	*	INTEREST	10,747	43,975.36-	409	85,976	104,275.00	121	128,964	24,689.00
30	00	NET INC/DEC FMV INVESTMNT	0	.00		0	1,051,207.71-		0	1,051,207.71
40	00	GAIN/(LOSS) SALE INVEST	0	.00		0	7,598.10-		0	7,598.10
40	*	GAIN/(LOSS) SALE INVEST	0	.00		0	7,598.10-		0	7,598.10
361	**	INTEREST & OTHER EARNINGS	10,747	43,975.36-	409	85,976	954,530.81-	1110	128,964	1,083,494.81
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	108	.00		864	.00		1,300	1,300.00
362	**	RENT AND ROYALTIES	108	.00		864	.00		1,300	1,300.00
364		DISPOSITION FIXED ASSETS								
10	00	GAIN/(LOSS)SALE OF F/A	829	.00		6,632	30,542.29	461	9,950	20,592.29-
364	**	DISPOSITION FIXED ASSETS	829	.00		6,632	30,542.29	461	9,950	20,592.29-
365		SALE SURPLUS MTRLS &SCRAP								
00	00	SALE SURPLUS MTRLS &SCRAP	250	.00		2,000	9,559.15	478	3,000	6,559.15-
365	**	SALE SURPLUS MTRLS &SCRAP	250	.00		2,000	9,559.15	478	3,000	6,559.15-
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	4,064	2,300.00	57	32,512	156,587.30	482	48,778	107,809.30-
90	*	OTHER MISC REVENUES	4,064	2,300.00	57	32,512	156,587.30	482	48,778	107,809.30-
96	00	INSURANCE REFUND/PROCEEDS	2,495	.00		12,475	22,908.43	184	22,452	456.43-
369	**	OTHER MISC REVENUES	6,559	2,300.00	35	44,987	179,495.73	399	71,230	108,265.73-
360	***	MISCELLANEOUS REVENUES	18,493	41,675.36-		140,459	734,933.64-		214,444	949,377.64
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	24	RENEW & REPLACE (424)	107,608	.00		645,648	.00		1,076,077	1,076,077.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
91	25	TRF FROM W/S REST (425)	0	.00		0	58,732.49		0	58,732.49-
91	*	TRANSFER FROM	107,608	.00		645,648	58,732.49	9	1,076,077	1,017,344.51
381	**	INTERFUND TRANSFER	107,608	.00		645,648	58,732.49	9	1,076,077	1,017,344.51
383		INSTLMT PURCH/CAP LEASE								
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
83	*	CAP CONTRIB VIERA	0	.00		0	.00		0	.00
99	50	FUND BAL-APPROP. RESERVES	1,332,507	.00		9,162,737	.00		14,492,770	14,492,770.00
99	*	BALANCE FORWARD	1,332,507	.00		9,162,737	.00		14,492,770	14,492,770.00
389	**	NON OPERATING SOURCES	1,332,507	.00		9,162,737	.00		14,492,770	14,492,770.00
380	***	OTHER SOURCES(NON-REV)	1,440,115	.00		9,808,385	58,732.49		15,568,847	15,510,114.51
FUND TOTAL		WATER/SEWER FUND	7,215,576	6,158,310.89		56,004,588	45,112,771.85		84,866,965	39,754,193.15
GRAND TOTAL			7,215,576	6,158,310.89		56,004,588	45,112,771.85		84,866,965	39,754,193.15

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	13479	12404.80	92	107832	88655.57	82	.00	161758	73102.43	55
11 **	EXECUTIVE SALARIES	13479	12404.80	92	107832	88655.57	82	.00	161758	73102.43	55
12-00	REGULAR SALARIES & WAGES	981222	749312.04	76	7893610	5788990.65	73	.00	11818543	6029552.35	49
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	6016	4969.54	83	12032	41744.60	347	.00	36091	5653.60-	116
12 **	REGULAR SALARIES & WAGES	987238	754281.58	76	7905642	5830735.25	74	.00	11854634	6023898.75	49
13-00	OTHER SALARIES & WAGES	49754	34636.92	70	398032	275944.35	69	.00	597082	321137.65	46
13 **	OTHER SALARIES & WAGES	49754	34636.92	70	398032	275944.35	69	.00	597082	321137.65	46
14-00	OVERTIME	54378	53553.02	99	434750	493102.70	113	.00	652294	159191.30	76
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	54378	53553.02	99	434750	493102.70	113	.00	652294	159191.30	76
15-00	SPECIAL PAY	1483	175.00	12	11564	1400.00	12	.00	17500	16100.00	8
15 **	SPECIAL PAY	1483	175.00	12	11564	1400.00	12	.00	17500	16100.00	8
20-00	CLOTHING/SHOE ALLOWANCE	1804	575.00	32	14432	19627.09	136	.00	21665	2037.91	91
20 **	CLOTHING/SHOE ALLOWANCE	1804	575.00	32	14432	19627.09	136	.00	21665	2037.91	91
21-00	FICA TAXES	70083	64459.56	92	560664	504236.44	90	.00	841032	336795.56	60
21 **	FICA TAXES	70083	64459.56	92	560664	504236.44	90	.00	841032	336795.56	60
22-00	RETIREMENT CONTRIBUTIONS	117401	99368.52	85	947422	963210.57	102	.00	1417043	453832.43	68
22-01	GASB 68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22-03	NON FRS RETIREMENT CONT	1369	380.36	28	2738	6672.42	244	.00	8218	1545.58	81
22 **	RETIREMENT CONTRIBUTIONS	118770	99748.88	84	950160	969882.99	102	.00	1425261	455378.01	68
23-00	INSURANCES	4340	4406.18	102	34720	34591.07	100	.00	52100	17508.93	66
23-02	RETIREES OTHER INSURANCES	11968	7968.62	67	95744	93488.33	98	.00	143620	50131.67	65
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	245581	170770.34	70	1964648	1255369.23	64	.00	2947000	1691630.77	43

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-05	HEALTH RETIREES 50%	818	819.24	100	6544	6553.92	100	.00	9832	3278.08	67
23-06	HEALTH RETIREES 100%	5734	4096.20	71	45872	34408.08	75	.00	68817	34408.92	50
23-07	DENTAL INSURANCE	11828	8473.77	72	94624	62999.31	67	.00	141961	78961.69	44
23-08	VISION INSURANCE	2300	1455.54	63	18400	11909.08	65	.00	27632	15722.92	43
23-09	LONG TERM DISABILITY	3024	2886.50	96	24192	21395.11	88	.00	36300	14904.89	59
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	285593	200876.39	70	2284744	1520714.13	67	.00	3427262	1906547.87	44
24-00	WORKER'S COMPENSATION	45585	38361.98	84	364680	309434.08	85	.00	547065	237630.92	57
24 **	WORKER'S COMPENSATION	45585	38361.98	84	364680	309434.08	85	.00	547065	237630.92	57
25-00	UNEMPLOYMENT COMPENSATION	1845	776.96	42	7615	7685.10	101	.00	15000	7314.90	51
25 **	UNEMPLOYMENT COMPENSATION	1845	776.96	42	7615	7685.10	101	.00	15000	7314.90	51
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	14800	11200.00	76	118400	85885.80	73	.00	177600	91714.20	48
27 **	BENEFIT OFFSET	14800	11200.00	76	118400	85885.80	73	.00	177600	91714.20	48
31-00	PROFESSIONAL SERVICES	50750	10078.76	20	392513	91988.44	23	194359.17	595537	309189.39	48
31-01	LEGAL EXPENSES	39440	6521.09	17	311496	41004.02	13	50091.17	469258	378162.81	19
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	141464	163752.67	116	946793	876020.97	93	611061.42	1512658	25575.61	98
31-33	EMPLOYEE HEALTH CENTER	12459	14086.52	113	99672	76532.83	77	72976.17	149509	.00	100
31 **	PROFESSIONAL SERVICES	244113	194439.04	80	1750474	1085546.26	62	928487.93	2726962	712927.81	74
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0

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
34-00	CONTRACT SERVICES	119928	29007.72	24	986608	205797.94	21	304582.58	1443442	933061.48	35
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	580580	580580.00	100	4644640	4644640.00	100	.00	6966971	2322331.00	67
34 **	CONTRACT SERVICES	700508	609587.72	87	5631248	4850437.94	86	304582.58	8410413	3255392.48	61
39-00	CONTINGENCY	6310	.00	0	509559	.00	0	.00	534817	534817.00	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	6310	.00	0	509559	.00	0	.00	534817	534817.00	0
40-00	TRAVEL AND PER DIEM	1268	428.00	34	10326	1713.06	17	.00	15438	13724.94	11
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1268	428.00	34	10326	1713.06	17	.00	15438	13724.94	11
41-00	COMMUNICATION	16432	12767.81	78	126357	129950.90	103	75003.02	192103	12850.92-	107
41 **	COMMUNICATION	16432	12767.81	78	126357	129950.90	103	75003.02	192103	12850.92-	107
42-00	FREIGHT & POSTAGE SERVICE	1476	120.11	8	11808	1222.93	10	.00	17740	16517.07	7
42 **	FREIGHT & POSTAGE SERVICE	1476	120.11	8	11808	1222.93	10	.00	17740	16517.07	7
43-00	ELECTRIC/WATER/SEWER	170699	190929.12	112	1449874	880699.75	61	749183.90	2092180	462296.35	78
43 **	ELECTRIC/WATER/SEWER	170699	190929.12	112	1449874	880699.75	61	749183.90	2092180	462296.35	78
44-00	RENTAL AND LEASES	3164	10040.32	317	25762	22081.06	86	3285.00	38450	13083.94	66
44 **	RENTAL AND LEASES	3164	10040.32	317	25762	22081.06	86	3285.00	38450	13083.94	66
45-00	INSURANCE	36650	313815.50	856	387739	464346.59	120	.00	537742	73395.41	86
45 **	INSURANCE	36650	313815.50	856	387739	464346.59	120	.00	537742	73395.41	86
46-00	REPAIRS & MAINTENANCE	524144	488241.10	93	5061728	3219984.22	64	1294266.56	7121154	2606903.22	63
46-02	REPAIR/MAINT BUILDING	34122	1794.34	5	238004	255551.14	107	15551.20	360837	89734.66	75
46-03	REPAIR/MAINT-VEHICLES	18957	7499.40	40	151656	98784.01	65	.00	234437	135652.99	42
46-15	INSURED VEHICLE ACCIDENT	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
46 **	REPAIRS & MAINTENANCE	577223	497534.84	86	5451388	3574319.37	66	1309817.76	7716428	2832290.87	63
47-00	PRINTING & BINDING	615	.00	0	4920	452.00	9	36.00	7420	6932.00	7
47 **	PRINTING & BINDING	615	.00	0	4920	452.00	9	36.00	7420	6932.00	7
48-00	PROMOTIONAL ACTIVITIES	1666	8818.00	529	13328	10457.18	79	860.00	20000	8682.82	57
48 **	PROMOTIONAL ACTIVITIES	1666	8818.00	529	13328	10457.18	79	860.00	20000	8682.82	57
49-00	OTHER CHARGES & OBLIG.	6361	34928.86-	549-	28813	8548.87-	30-	2639.10	59955	65864.77	10-
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	6635.01-	0	0	42369.27-	0	.00	0	42369.27	0
49-08	CASH OVER & UNDER	0	68.39-	0	0	146.84-	0	.00	0	146.84	0
49-09	DOCUMENT RECORDING CHGS	250	2006.70	803	2000	1173.30-	59-	1696.00	3000	2477.30	17
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	6611	39625.56-	599-	30813	52238.28-	170-	4335.10	62955	110858.18	76-
51-00	OFFICE SUPPLIES	2047	1324.78	65	14924	10540.87	71	.00	23152	12611.13	46
51 **	OFFICE SUPPLIES	2047	1324.78	65	14924	10540.87	71	.00	23152	12611.13	46
52-00	OPERATING SUPPLIES	70771	70914.36	100	405170	528353.94	130	95058.06	738031	114619.00	85
52-07	JANITORIAL SUPPLIES	769	690.37	90	6152	5084.95	83	.00	9240	4155.05	55
52-09	CHEMICALS	361523	267243.90	74	2967184	2259386.75	76	2096309.73	4413258	57561.52	99
52-30	FUEL OIL & LUBRICANTS	33452	39389.40	118	267832	233217.33	87	39771.67	407491	134502.00	67
52-33	EMPLOYEE HEALTH CENTER	6027	4805.58	80	48216	30101.66	62	42222.34	72324	.00	100
52 **	OPERATING SUPPLIES	472542	383043.61	81	3694554	3056144.63	83	2273361.80	5640344	310837.57	95
53-00	ROAD MATERIALS/SUPPLIES	1943	71.88	4	15544	19067.36	123	1004.52	30000	9928.12	67
53 **	ROAD MATERIALS/SUPPLIES	1943	71.88	4	15544	19067.36	123	1004.52	30000	9928.12	67
54-00	MEMBERSHIP/PUBLICATIONS	3284	259.00	8	26272	33329.50	127	.00	39445	6115.50	85

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
54 **	MEMBERSHIP/PUBLICATIONS	3284	259.00	8	26272	33329.50	127	.00	39445	6115.50	85
55-00	TRAINING	6863	1535.67	22	54422	20089.21	37	13644.00	81894	48160.79	41
55-01	EDA PROGRAM	339	970.02	286	1695	1303.20	77	.00	3050	1746.80	43
55 **	TRAINING	7202	2505.69	35	56117	21392.41	38	13644.00	84944	49907.59	41
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	303448	342.29	0	2148833	204554.63	10	97687.52	3359915	3057672.85	9
56 **	TECHNOLOGY SYSTEMS	303448	342.29	0	2148833	204554.63	10	97687.52	3359915	3057672.85	9
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	656588	19057.00	3	4045400	271733.52	7	1295330.65	7728190	6161125.83	20
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	656588	19057.00	3	4045400	271733.52	7	1295330.65	7728190	6161125.83	20
64-00	MACHINERY & EQUIPMENT	157375	30233.75	19	1045771	465402.75	45	519397.73	1728565	743764.52	57
64-15	IT HARDWARE	38897	.00	0	299358	131346.61	44	.00	454950	323603.39	29
64 **	MACHINERY & EQUIPMENT	196272	30233.75	15	1345129	596749.36	44	519397.73	2183515	1067367.91	51
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	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
69 **	PROPRIETARY FUNDS	0	.00	0	0	.00	0	.00	0	.00	0
71-20	SERIES 2020	0	.00	0	0	60020.00-	0	.00	0	60020.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	60020.00-	0	.00	0	60020.00	0
72-20	W/S SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SERVICE COST	385	.00	0	810	2250.00	278	.00	2350	100.00	96
73 **	OTHER DEBT SERVICE COST	385	.00	0	810	2250.00	278	.00	2350	100.00	96
82-00	AID TO PRIVATE ORGANIZAT	100	.00	0	800	.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	800	.00	0	.00	1200	1200.00	0
91-01	TO GENERAL FUND 001	603112	603112.92	100	4824896	5243619.49	109	.00	7237355	1993735.51	73
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-24	RENEWAL & REPLACE 424	168055	.00	0	6888313	6218281.00	90	.00	7560534	1342253.00	82
91-25	TO RESTRICTED ASSET 425	608525	594117.08	98	4868200	4925832.40	101	.00	7302306	2376473.60	68
91-26	TO W/S 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
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND 422	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1379692	1197230.00	87	16581409	16387732.89	99	.00	22100195	5712462.11	74
95-01	6% ILO FRANCHISE FEE	130242	130243.00	100	1041936	1041944.00	100	.00	1562914	520970.00	67
95 **	NONOPERATING	130242	130243.00	100	1041936	1041944.00	100	.00	1562914	520970.00	67
FUND 421	TOTAL ********* WATER/SEWER FUND	6565292	4834215.99	74	57533839	42661711.43	74	7576017.51	84866965	34629236.06	59

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
GRAND TOTAL *********		6565292	4834215.99	74	57533839	42661711.43	74	7576017.51	84866965	34629236.06	59

FY 2022 Budget by Classification Report - Summary Listing

5/31/2022

Target for May 2022 is 67%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
***STORMWATER ASSESSMENT**	$ 1,830,148		$ 1,848,864	$ (18,716)	101%
CHARGES FOR SERVICES	$ -		$ (680)	$ 680	100%
INTERGOVERNMENTAL/GRANT	$ 13,054		$ 13,900	$ (846)	0%
MISCELLANEOUS	$ 400		$ 5,796	$ (5,396)	100%
OTHER SOURCES (NON-REVENUE)	$ 289,989		$ -	$ 289,989	0%
REVENUE TOTALS	**$ 2,133,591**	**-**	**$ 1,867,880**	**$ 265,711**	**88%**
EXPENSE					
SALARIES AND BENEFITS	$ 647,688	$ -	$ 318,488	$ 329,200	49%
OPERATING EXPENDITURES	$ 731,646	$ 134,881	$ 291,919	$ 304,846	58%
CAPITAL OUTLAY	$ 754,257	$ 182,251	$ 191,545	$ 380,461	50%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 2,133,591**	**$ 317,132**	**$ 801,952**	**$ 1,014,507**	**52%**
REVENUE TOTALS	**$ 2,133,591**	**$ -**	**$ 1,867,880**	**$ 265,711**	**88%**
EXPENSE TOTALS	**$ 2,133,591**	**$ 317,132**	**$ 801,952**	**$ 1,014,507**	**52%**
	$ -	**$ (317,132)**	**$ 1,065,928**	**$ (748,796)**	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
23 01	STRMWTR SPEC ASSMNT	144,179	54,981.72	38	1,153,432	1,847,408.72	160	1,730,148	117,260.72-
23 03	PENALTIES	0	1,454.84		0	1,454.84		0	1,454.84-
23 04	TAX CERTIFICATES	8,333	.00		66,664	.00		100,000	100,000.00
23 *	STORMWATER	152,512	56,436.56	37	1,220,096	1,848,863.56	152	1,830,148	18,715.56-
325 **	SPECIAL ASSESSMENT	152,512	56,436.56	37	1,220,096	1,848,863.56	152	1,830,148	18,715.56-
320 ***	OTHER PERMITS & FEES	152,512	56,436.56		1,220,096	1,848,863.56		1,830,148	18,715.56-
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	0	.00		0	13,900.00		0	13,900.00-
10 05	SAVE OUR INDIAN RVR LAGN	1,450	.00		7,250	.00		13,054	13,054.00
10 *	SHARED REV - BREVARD CTY	1,450	.00		7,250	13,900.00	192	13,054	846.00-
338 **	SHARED REVENUE LOCAL UNIT	1,450	.00		7,250	13,900.00	192	13,054	846.00-
330 ***	INTERGOVERNMENTAL REVENUE	1,450	.00		7,250	13,900.00		13,054	846.00-
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
91 00	STORMWATER FEES	0	10.10		0	680.03-		0	680.03
91 *	STORMWATER FEES	0	10.10		0	680.03-		0	680.03
343 **	PHYSICAL ENVIRONMENT	0	10.10		0	680.03-		0	680.03
340 ***	CHARGES FOR SERVICES	0	10.10		0	680.03-		0	680.03
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	7,099.51-		0	783.06		0	783.06-
10 02	INVESTMENT INTEREST	0	.00		0	719.01		0	719.01-
10 10	SBA	0	2.92		0	31.50		0	31.50-
10 *	INTEREST	0	7,096.59-		0	1,533.57		0	1,533.57-
30 00	NET INC/DEC FMV INVESTMNT	0	.00		0	8,600.21-		0	8,600.21

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
40	*	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	0	7,096.59-		0	7,066.64-		0	7,066.64
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	0	.00		0	8,968.75		0	8,968.75-
364	**	DISPOSITION FIXED ASSETS	0	.00		0	8,968.75		0	8,968.75-
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	33	.00		264	3,893.93	1475	400	3,493.93-
369	**	OTHER MISC REVENUES	33	.00		264	3,893.93	1475	400	3,493.93-
360	***	MISCELLANEOUS REVENUES	33	7,096.59-		264	5,796.04		400	5,396.04-
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	26,397	.00		184,404	.00		289,989	289,989.00
99	*	BALANCE FORWARD	26,397	.00		184,404	.00		289,989	289,989.00
389	**	NON OPERATING SOURCES	26,397	.00		184,404	.00		289,989	289,989.00
380	***	OTHER SOURCES(NON-REV)	26,397	.00		184,404	.00		289,989	289,989.00
FUND TOTAL		STORMWATER UTILITY	180,392	49,350.07		1,412,014	1,867,879.57		2,133,591	265,711.43
GRAND TOTAL			180,392	49,350.07		1,412,014	1,867,879.57		2,133,591	265,711.43

REPORT SELECTIONS

Fiscal year . . . . . : 2022
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	35107	25619.97	73	281468	200081.64	71	.00	421910	221828.36	47
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	102	.00	0	204	608.05	298	.00	609	.95	100
12 **	REGULAR SALARIES & WAGES	35209	25619.97	73	281672	200689.69	71	.00	422519	221829.31	48
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	506	305.49	60	4048	3987.69	99	.00	6075	2087.31	66
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	506	305.49	60	4048	3987.69	99	.00	6075	2087.31	66
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	60	120.00	200	480	840.00	175	.00	720	120.00-	117
20 **	CLOTHING/SHOE ALLOWANCE	60	120.00	200	480	840.00	175	.00	720	120.00-	117
21-00	FICA TAXES	2328	1964.98	84	18624	15513.24	83	.00	27937	12423.76	56
21 **	FICA TAXES	2328	1964.98	84	18624	15513.24	83	.00	27937	12423.76	56
22-00	RETIREMENT CONTRIBUTIONS	3235	2805.15	87	25880	22140.81	86	.00	38830	16689.19	57
22-01	GASB68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	3235	2805.15	87	25880	22140.81	86	.00	38830	16689.19	57
23-00	INSURANCES	108	92.92	86	864	779.40	90	.00	1300	520.60	60
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	7666	4970.96	65	61328	40033.95	65	.00	92000	51966.05	44
23-07	DENTAL INSURANCE	275	195.64	71	2200	1623.20	74	.00	3300	1676.80	49
23-08	VISION INSURANCE	58	42.62	74	464	324.37	70	.00	700	375.63	46
23-09	LONG TERM DISABILITY	108	93.98	87	864	732.89	85	.00	1300	567.11	56
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	8215	5396.12	66	65720	43493.81	66	.00	98600	55106.19	44
24-00	WORKER'S COMPENSATION	4017	3603.92	90	32136	28802.18	90	.00	48207	19404.82	60
24 **	WORKER'S COMPENSATION	4017	3603.92	90	32136	28802.18	90	.00	48207	19404.82	60
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	3200	3020.54	94	.00	4800	1779.46	63
27 **	BENEFIT OFFSET	400	400.00	100	3200	3020.54	94	.00	4800	1779.46	63
31-00	PROFESSIONAL SERVICES	15450	5482.50	36	89720	34481.18	38	81377.24	151530	35671.58	77
31-01	LEGAL EXPENSES	41	.00	0	328	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	607	687.14	113	4856	3733.30	77	3560.70	7294	.00	100
31 **	PROFESSIONAL SERVICES	16098	6169.64	38	94904	38214.48	40	84937.94	159324	36171.58	77
34-00	CONTRACT SERVICES	4403	2985.14	68	29378	37961.70	129	14925.71	47000	5887.41-	113
34-10	COST OF GENERAL FUND SVCS	15758	15758.00	100	126064	126064.00	100	.00	189096	63032.00	67
34 **	CONTRACT SERVICES	20161	18743.14	93	155442	164025.70	106	14925.71	236096	57144.59	76
39-00	CONTINGENCY	8168	.00	0	62430	.00	0	.00	83009	83009.00	0
39 **	CONTINGENCY	8168	.00	0	62430	.00	0	.00	83009	83009.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	1896	27.79	2	.00	2850	2822.21	1
40 **	TRAVEL & PER DIEM	237	.00	0	1896	27.79	2	.00	2850	2822.21	1
41-00	COMMUNICATION	173	45.35	26	1384	1270.82	92	621.18	2076	184.00	91
41 **	COMMUNICATION	173	45.35	26	1384	1270.82	92	621.18	2076	184.00	91
42-00	POSTAGE & FREIGHT	41	.00	0	328	22.14	7	.00	500	477.86	4
42 **	POSTAGE & FREIGHT	41	.00	0	328	22.14	7	.00	500	477.86	4
43-00	ELECTRIC/WATER/SEWER	1250	1145.03	92	10000	7323.20	73	4607.92	15000	3068.88	80

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
43 **	ELECTRIC/WATER/SEWER	1250	1145.03	92	10000	7323.20	73	4607.92	15000	3068.88	80
44-00	RENTALS AND LEASES	2003	.00	0	14229	123.78	1	19750.00	22250	2376.22	89
44 **	RENTALS AND LEASES	2003	.00	0	14229	123.78	1	19750.00	22250	2376.22	89
45-00	INSURANCE	871	6491.76	745	6968	9659.53	139	.00	12228	2568.47	79
45 **	INSURANCE	871	6491.76	745	6968	9659.53	139	.00	12228	2568.47	79
46-00	REPAIRS & MAINTENANCE	11668	5434.35	47	61365	24086.04	39	2999.00	111522	84436.96	24
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3498	3842.39	110	27984	26645.94	95	1467.00	41977	13864.06	67
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	15166	9276.74	61	89349	50731.98	57	4466.00	153499	98301.02	36
47-00	PRINTING & BINDING	41	.00	0	328	187.00	57	.00	500	313.00	37
47 **	PRINTING & BINDING	41	.00	0	328	187.00	57	.00	500	313.00	37
49-00	OTHER CHARGES & OBLIG.	22	.00	0	176	.00	0	70.20	267	196.80	26
49-07	BAD DEBT EXPENSE	0	106.06-	0	0	2083.32-	0	.00	0	2083.32	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	22	106.06-	482-	176	2083.32-	1184-	70.20	267	2280.12	754-
51-00	OFFICE SUPPLIES	41	60.11	147	328	90.27	28	.00	500	409.73	18
51 **	OFFICE SUPPLIES	41	60.11	147	328	90.27	28	.00	500	409.73	18
52-00	OPERATING SUPPLIES	1088	3254.00	299	8204	5875.46	72	2982.74	12564	3705.80	71
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	479	2623.10	548	3832	11766.59	307	.00	19145	7378.41	62
52-33	EMPLOYEE HEALTH CENTER	294	234.40	80	2352	1468.36	62	2059.64	3528	.00	100
52 **	OPERATING SUPPLIES	1861	6111.50	328	14388	19110.41	133	5042.38	35237	11084.21	69
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	69	.00	0	531	815.00	154	.00	815	.00	100
54 **	MEMBERSHIP/PUBLICATIONS	69	.00	0	531	815.00	154	.00	815	.00	100
55-00	TRAINING	393	.00	0	3165	1480.02	47	.00	4735	3254.98	31
55 **	TRAINING	393	.00	0	3165	1480.02	47	.00	4735	3254.98	31
56-15	IT-RELATED OPERATING EXP	394	.00	0	1182	920.00	78	460.00	2760	1380.00	50
56 **	TECHNOLOGY SYSTEMS	394	.00	0	1182	920.00	78	460.00	2760	1380.00	50
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	44649	.00	0	378851	48862.57	13	153781.80	557455	354810.63	36
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	44649	.00	0	378851	48862.57	13	153781.80	557455	354810.63	36
64-00	MACHINERY & EQUIPMENT	16455	.00	0	119072	142681.97	120	28468.75	196802	25651.28	87
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	16455	.00	0	119072	142681.97	120	28468.75	196802	25651.28	87
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
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUND	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	TO GENERAL FUND 001	0	.00	0	0	.00	0	.00	0	.00	0
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0

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
91-26	WS CPTL PROJ 2018B 426	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL *********										
	STORMWATER UTILITY	182063	88152.84	48	1386711	801951.30	58	317131.88	2133591	1014507.82	53
GRAND	TOTAL *********										
		182063	88152.84	48	1386711	801951.30	58	317131.88	2133591	1014507.82	53

Legislation Details (With Text)

File #:	22-351	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/8/2022			**In control:**	City Council
On agenda:	7/12/2022			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority (Finance Director).				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change Order Authorizations 05-31-22.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 8, 2022
Agenda Date: July 12,2022
Prepared By: Colleen Campbell, Senior Budget Analyst
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 May 31, 2022. 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.

FY2022 Change Orders - CM authorized to execute

applied to contingency | as of: 5/33/2022

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.	FY2022 Expenditures	FY2021 Expenditures
WS22AR	Rexa Actuator										
Op. Rev.		54,723.00		2022-047							
Project Manager:		4,975.00	contingency and other costs authorized								
account #	421-4020-536.64-00	49,748.00	exp authorized before contingency				Cumulative		FY22 cum		
				FY2022	?		$ 49,748.00		$ 49,748.00		
	PO#	**4,975**									
WS22DC	Drainage Culvert										
Op. Rev.		603,057.00		2022-040							
Project Manager:		100,509.50	contingency and other costs authorized								
account #	421-4020-536.63-00	502,547.50	exp authorized before contingency				Cumulative		FY22 cum		
	Atlantic Development of Cocoa			FY2022	44609	502,547.50	$ 502,547.50		$ 502,547.50		
	PO# 79573	**100,509.50**									
PW00CC	HVAC Civic Center										
Op. Rev.		110,895.00		2022-028							
Project Manager:		30,800.00	contingency and other costs authorized								
account #	001-3560-519.64-00	80,095.00	exp authorized before contingency				Cumulative		FY22 cum		
	Cortez Heating & Air			FY2022	44558	80,095.00	$ 80,095.00		$ 80,095.00		
	PO# 79572	**30,800**									
N/A	1219 Duke Way Rehabilitation										
Op. Rev.		57,777.00		2022-036							
Project Manager:		3,000.00	contingency and other costs authorized								
account #	105-3240-554.83-00	54,777.00	exp authorized before contingency				Cumulative		FY22 cum		
	103-3240-554.83-13										
	ALGAT Enterprises, Inc			FY2022	44707	54,777.00	$ 54,777.00		$ 54,777.00		
	PO# 79626				44707	3,000.00					
		-									
GR2108	Fiske Blvd/Broadmoor Acres Drainage Improvement										
Op. Rev.		289,131.70	3/22/2022	2022-025							
Project Manager:		26,284.70	contingency and other costs authorized								
account #	303-3570-538.63-08	262,847.00	exp authorized before contingency				Cumulative		FY22 cum		
	424-4055-536.63-08										
	Tiera Inc.			FY2022	44454	197,135.00 63-08	$ 262,847.00		$ 262,847.00		
	PO# 79493				44454	65,712.00 63-01					
		26,285									
GR2102	Lift Station #1 Replacement										
Op. Rev.		718,638.00	12/14/2021	2021-124							
Project Manager:		65,331.00	contingency and other costs authorized								
account #	424-4055-536.63-06	653,307.00	exp authorized before contingency				Cumulative		FY22 cum		
	Carr & Collier			FY2022	44236	653,307.00	$ 653,307.00		$ 653,307.00	$ 38,902.50	
	PO # 079254	**65,331**									
N/A	Chemical Building Roof Replacement										
Op. Rev.		270,096.96	12/14/2021	2021-118							
Project Manager:		24,554.00	contingency and other costs authorized								
account #	421-4020-536.46-02	245,542.96	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	Tech Systems, Inc			FY2022	44070	245,542.96	$ 245,542.96		$ 245,542.96	$ 245,542.96	
	PO# 079141	**24,554**									
WS18MI	PINEDA										
Op. Rev.		12,066,069.40	11/30/2021	21-112							
Project Manager: City of Melbourne		1,096,915.40	contingency and other costs authorized								
account #	426-4055-536.63-00	10,969,154.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	421-4055-536.63-00										
	City of Melbourne			FY2021	WIRE	10,969,154.00	$ 11,368,313.24	$ 10,969,154.00	$ 399,159.24	$ 485,192.24	$ 10,969,154.00
	WIRE			FY2022	WIRE	399,159.24					
		611,723		CO #2	WIRE	86,033.00					
PW08SP	Paving										
Op. Rev.		310,427.08	10/26/2021	2021-104							
Project Manager:		7,443.40	contingency and other costs authorized								
account #	001-3510-541.63-00	292,556.60	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
		17,870.48	exp increased with contingency Agenda 22-135								
	VA Paving			FY2022	43800	292,556.60	$ 292,556.60		$ 292,556.60		
	PO# 78906			CO #1	44237	17,870.48	$ 17,870.48		$ 17,870.48		
		-									
WS16MM	Marlin Manor										
Op. Rev.		3,528,617.74	10/26/2021	2021-102							
Project Manager:		320,783.43	contingency and other costs authorized								
account #	424-4055-536.63-00	3,207,834.31	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	Atlantic Development			FY2022	43818	3,207,834.31	$ 3,207,834.31		$ 3,207,834.31	$ 2,021,681.43	
	PO# 78969			Rockledge CO #1	44069	15,335.21					
		284,692	**Cocoa**								
		20,756	**Rockledge**								
WS21OU	Ozone										
Op. Rev.		1,187,064.00	8/24/2021	2021-079							
Project Manager:		108,000.00	contingency and other costs authorized								
account #	424-4020-536.63-00	1,079,074.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
				FY2021	43248	1,079,074.00	$ 1,079,074.00		$ 1,079,074.00	$ 1,163,538.80	

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.	FY2022 Expenditures	FY2021 Expenditures
	Vortex Services			CO #1	43248	(10.00)					
	PO#78445			CO #2	44000	99,587.30					
		8,413									
FL21FL	Fuel Tanks										
Op. Rev.		572,848.94	7/27/2021	2021-062							
Project Manager: Tony Jones		27,373.00	contingency and other costs authorized								
account #	421-4010-536.63-00	545,475.94	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	423-3570-538.63-00 and 001-3540-519.63-00			FY2021	43106	65,280.62	$ 65,280.62		$ 65,280.62	$ 65,280.62	
				FY2021	43104	480,195.29	$ 480,195.29		$ 480,195.29	$ 277,797.89	$ 80,721.58
	JRS Enterprises East Coast	11,770	421-4010-536.63-00								
	PO #78317 and 78325	13,960	001-3540-519.63-00								
		1,643	423-3570-538.63-00								
		27,373									
WS21WS											
Op. Rev.		251,900.00	4/27/2021 and 7/27/21 (Additional Contingency)	2021-035 & 2021-065							
Project Manager:		53,950.00	contingency and other costs authorized								
account #	424-4020-536.63-00	197,950.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	Vortex Services			FY2021	42724	197,950.00	$ 251,900.00		$ 251,900.00	$ 91,475.00	$ 106,475.00
	PO#78016			CO#1	43114	53,950.00					
		-									
WS21FM											
Op. Rev.		256,410.00	12/8/2020	2020-250							
Project Manager:		23,310.00	contingency and other costs authorized								
account #	421-4055-536.63-00	233,100.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	Danus Utility			FY2021	42151	233,100.00	$ 233,100.00		$ 233,100.00	$ 79,596.96	
	Contractor PO# 77555										
		23,310									
WS1404											
Op. Rev.		2,616,301.00	11/10/2020	2020-229							
Project Manager:		237,845.00	contingency and other costs authorized								
account #	426-4055-536.63-00	2,378,456.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	Integrated Fire and Security Solutions			FY2021	42305	2,378,456.00	$ 2,407,684.00	$ 2,378,456.00	$ 29,228.00	$ 1,366,223.73	$ 882,812.20
	Contractor PO# 77691			FY2022 CO # 2	43970	29,228.00					
				FY2022 CO # 3		124,901.00					
				FY2022 CO # 4		13,875.00					
				FY2022 CO # 5		17,550.00					
				FY2022 CO # 6	44125	10,091.00					
		42,200									
WS1222	BNR Process Improvements										
Op. Rev.		1,658,802.00	2/22/2022	2022-018							
Project Manager:		150,801.00	contingency and other costs authorized								
account #	424-4120-536.63-00	1,508,001.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	E&D Contracting Services Vendor #10461			FY2022	44517	1,508,001.00	$ 1,508,001.00		$ 1,508,001.00		
	PO# 079480										
		150,801									
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	FY21 cum	FY22 cum		
	Brandes Design-Build. PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00				
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41				
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91				
	Quentin Hampton P.O. #67460/69493		*PO **65207** FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53				
			*FY16 PO Issue PO#**67318***	FY2016	29192	**1,542,102.38**	4,501,559.91				
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98				
			*PO#**67460** to QLH for SDC*		29381	53,001.11	4,575,995.09				
	CH2M Hill PO #67455/		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00	4,599,028.09				
			*CO#1 PO **67318***		29647	**53,686.38**	4,652,714.47				
	RM Packard $ Assoc. Inc. 73686		*CO#2 install electronic indicators PO **67318***		30007	**8,917.65**	4,661,632.12				
			*CO#2 additional inspection services PO#**67460***		30758	18,000.00	4,679,632.12				
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32				
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98				
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83				
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,860,665.17				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97				
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)	4,655,728.58				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39	4,667,012.97				
							4,667,012.97				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)	4,246,697.67				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)	4,236,713.28				
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30	4,657,028.58				
					34893	9,984.39	$ 4,667,012.97				
			PO#73686	FY2019		1,000.00					
		209,868	^contingency balance-->								

Legislation Details (With Text)

File #:	22-355	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/10/2022			**In control:**	City Council
On agenda:	7/12/2022			**Final action:**	
Title:	Calls for service provided by the Cocoa Fire Rescue Department for the month of May 2022. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	May 2022 Calls For Service By Incident Type.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 10, 2022
Agenda Date: July 12, 2022
Prepared By: Samuel Byrd, Deputy Fire Chief
Through: Jonathan Lamm, Fire Chief
Requested Action:
Informational Item Only

BACKGROUND:

Fire Incident Summary Report for May 2022.

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 May.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Information Only

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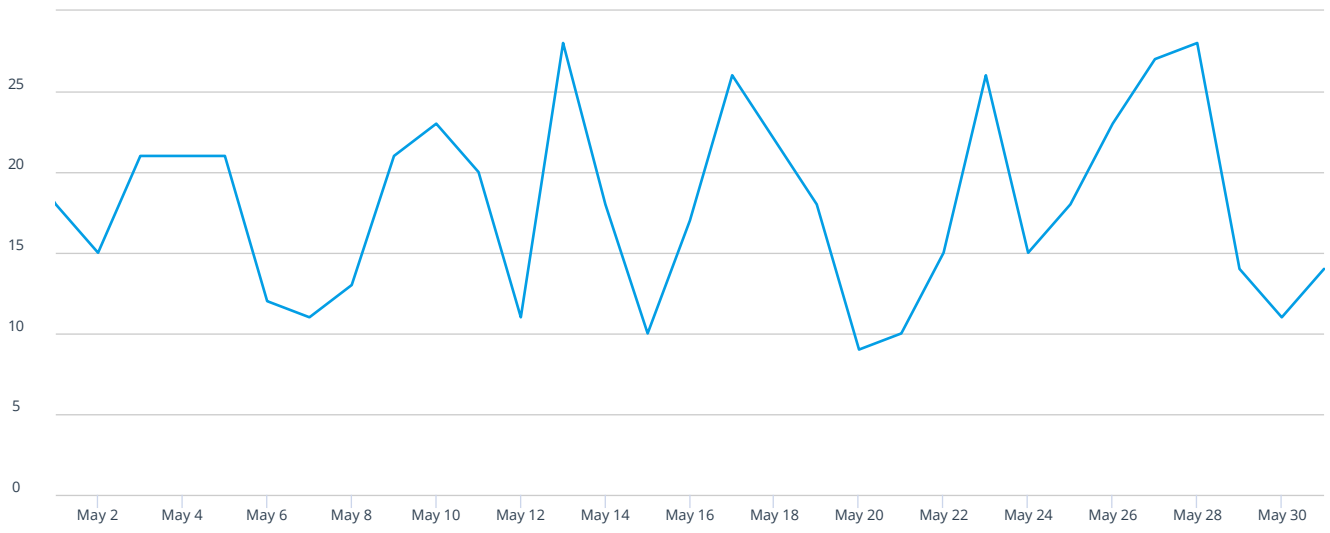
Custom May 1, 2022 - May 31, 2022

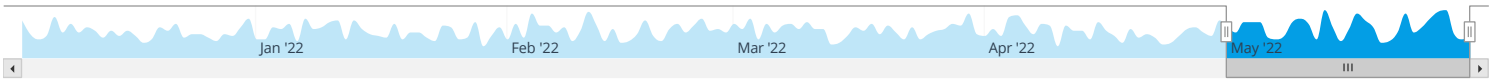
31%
FIRE
Percentage of Total Incidents

69%
EMS
Percentage of Total Incidents

556
INCIDENTS
In Selected Time Slice

31
DAYS
In Selected Time Slice





Counts | % Rows | % Columns | % All

Week Ending	5/1/22	5/8/22	5/15/22	5/22/22	5/29/22	6/5/22	6/12/22	6/19/22	6/26/22	7/3/22	7/10/22	7/17/22	7/24/22	Total
(10) Fire, other					1									1
(11) Structure Fire		2	1		1									4
(14) Natural vegetation fire		2	5		2									9
(15) Outside rubbish fire			1											1
(30) Rescue, emergency medical call (EMS), other	2	6	7	7	8									30
(31) Medical assist			1			1								2
(32) Emergency medical service (EMS) incident	12	58	75	81	101	22								349
(40) Flammable gas or liquid condition, other				2										2
(41) Combustible/f.. spills & leaks		2												2
(42) Chemical release, reaction, or toxic condition			1	1										2
(44) Electrical wiring/equipm. problem		1	1		1									3
(46) Accident, potential accident				1										1
(51) Person in distress		1			1									2
(54) Animal problem or rescue					1									1
(55) Public service assistance	1	11	5	3	10	1								31

Week Ending	5/1/22	5/8/22	5/15/22	5/22/22	5/29/22	6/5/22	6/12/22	6/19/22	6/26/22	7/3/22	7/10/22	7/17/22	7/24/22	Total
(56) Unauthorized burning				1	1									2
(60) Good intent call, other				1	1									2
(61) Dispatched and canceled en route		17	24	10	15	1								67
(62) Wrong location, no emergency found		1	2	1	3									7
(65) Steam, other gas mistaken for smoke	1	1												2
(70) False alarm and false call, other		3	3	1	2									9
(73) System or detector malfunction		2		4										6
(74) Unintentional system/detect... operation (no fire)	1	6	2	4	3									16
(90) Special type of incident, other	1													1
NULL		1	3											4
Total	18	114	131	117	151	25								556