City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, July 10, 2018

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 18-271 Approve the Agenda for the Regular meeting of July 10, 2018, as presented or with amendments.

Attachments: 07-10-18.pdf

MINUTES:

II.2 18-272 Approve the Minutes of the Regular meeting of June 12, 2018, as written or with amendments.

Attachments: 06-12-18 minutes.pdf

III. AWARDS AND PRESENTATIONS:

III.1 18-287 Sister City Update. (5 minutes). (Kathy Mardirosian, Sister City)

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 18-119 Approve the Amendment to Bill of Sale and Easement for USA Today/Florida Today, 3101 Gannett Plaza, Melbourne, Florida; Authorize the City Manager to Execute the Amendment to Bill of Sale and Easement Document. (Utilities Director)

Attachments: Existing City Water Easement - BOS
Existing Easement Sketch-error
Amendment to Bill of Sale and Easement - Gannett Plaza LLC

V.2 18-286 Approve a Resolution Amending the Fiscal Year 2018 Budget and Approve the purchase of six additional agent licenses and extended data and call recording retention on the Five9 Cloud Contact Center platform through Verteks Consulting, utilizing a previously approved sole source resolution. (Assistant City Manager)

Attachments: Quote for Additional Five9 Data Retention
Quote for Additional Five9 Licenses
City of Cocoa - Five9 Telco Agreement 2018 - Signed by Five9
City of Cocoa - Five9 Service Order for Telco 2018 - Signed by Five9
Budget Resolution No. 2018-050.pdf
~BAF-CM-Five9 Additional Licenses (7-10-18) Agenda 18-286.pdf

VI. PUBLIC HEARINGS:

VI.1 18-276 Ordinance No. 04-2018/2nd & Final Reading: Amending Chapter 2 Administration, Article XI Special Events and Parades regarding applications for special event and parade permits. (Assistant to the City Manager/Public Relations Specialist)

Attachments: Ordinance No. 04-2018 Special Events.pdf

VII. COUNCIL BUSINESS:

VII.1 18-281 Approve Resolution No. 2018-048 establishing the Rolled-back Rate, adopt a Proposed Tentative Millage Rate, and set the date, time, and place for the first Public Hearing to consider the FY2019 Budget. (Interim Finance Director)

Attachments: ResolutionTentative Millage Rate July 10 2018.doc

VII.2 18-285 Approve a Resolution celebrating 50 years of Home Rule in the State of Florida. (City Manager)

Attachments: Resolution: Home Rule.docx

VIII. CITY BUSINESS:

VIII.1 18-265 Approve Task Order 2018-3 with CH2M for the Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements Project (CCRIP) Final Design, Permitting, Bidding, and Procurement Assistance. (Utilities Director)

Attachments: TO (2018-03) CH2M (7-10-18) $2514513 - UT
Proposal - T.O. 2018-3 Dyal WTP Chemical Conversion

VIII.2 18-270 Approve as recommended by the Employee Insurance Task Force (ITF) and City administration the proposed fiscal year 2019 benefit renewal for medical (which eliminates the Buy-Up Premier Plan), dental, flexible spending, and life insurances with associated providers; provide City administration a final determination on the vision carrier (Humana or EyeMed subject to a revised quote); and authorize the City Manager to sign related agreements. (Acting Administrative Services Director/Human Resources Manager)

Indexes: benefits; insurance; medical

Attachments: 060418 - Cocoa - Stop Loss Renewal Evaluation
070818 - Cocoa - Executive Summary Full.pdf
050918 - Cocoa - Retail Vision Locations Evaluation
062818 - Cocoa - Life Disability Renewal Evaluation
062218 - Dental Renewal Evaluation
070618 - Cocoa - Vision Evaluation Final.pdf

VIII.3 18-288 Ordinance No. 07-2018/1st Reading: Amending Section 2-51 of the City Code to modify City Council regular meeting days from Tuesday to Wednesday. (City Attorney)

Attachments: Ordinance No. 07-2018 City Council Meeting Times

MULTI-YEAR CONTRACTS:

VIII.4 18-193 Approve vendor selection for award of RFP #P-18-17-COC, Professional Auditing Services; authorize the City Manager to negotiate and execute a multi-year contract with Moore Stephens Lovelace, P.A. (in a contract form acceptable to the City Attorney) through September 30, 2023 (audit of FY2022) and any approved renewal terms in the contract. (Interim Finance Director)

Attachments: Comparison.xls
Selection Committee Meeting Ranking Sheet for P-18-17-COC.xlsx
P-18-17-COC Submittal Tab Sheet.xls

VIII.5 18-231 Reapprove Maintenance Agreement and Amendment with Canon Solutions America, Inc. (CSA) for the Oce Color Wave 650 and TC4 Scanner System as a Multi-year Agreement to be renewed automatically for successive one (1) year terms until either Party Terminates Agreement retroactive to the effective date of the Maintenance Agreement and Amendment. (Utilities Director)

Attachments: Canon Maintenance Agreement
Canon Amendment to Maintenance Agreement
Email from Purchasing Manager

VIII.6 18-233 Authorize the City Manager to execute a multi-year contract addendum between the City of Cocoa and Orange Lien Data, LLC for Lien Search Services. (Interim Finance Director)

Attachments: FRSData, LLC Contract
Orange Lien Data Request to Renew Contract
Orange Lien Contract Addendum 2018-2020

IX. INFORMATIONAL AGENDA:

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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Legislation Details (With Text)

File #:	18-271	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	6/26/2018			**In control:**	City Council
On agenda:	7/10/2018			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of July 10, 2018, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	07-10-18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 26, 2018
Agenda Date: July 10, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of July 10, 2018, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of July 10, 2018, as presented or with amendments.

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AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: July 10, 2018	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of July 10, 2018 (18-271)
2. Minutes: Regular Meeting of June 12, 2018 (18-272)

III. AWARDS AND PRESENTATIONS:

1. Sister City Update. (5 minutes). (18-287). (Kathy Mardirosian, Sister City)

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.

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V. CONSENT AGENDA:

1. Approve the Amendment to Bill of Sale and Easement for USA Today/Florida Today, 3101 Gannett Plaza, Melbourne, Florida; Authorize the City Manager to Execute the Amendment to Bill of Sale and Easement Document. (18-119). (Utilities Director)

2. Approve a Resolution Amending the Fiscal Year 2018 Budget and Approve the purchase of six additional agent licenses and extended data and call recording retention on the Five9 Cloud Contact Center platform through Verteks Consulting, utilizing a previously approved sole source resolution. (18-286). (Assistant City Manager)

VI. PUBLIC HEARINGS:

. 1. Ordinance No. 04-2018/2nd & Final Reading: Amending Chapter 2 Administration, Article XI Special Events and Parades regarding applications for special event and parade permits. (18-276). (Assistant to the City Manager/Public Relations Specialist)

VII. COUNCIL BUSINESS:

1. Approve Resolution No. 2018-048 establishing the Rolled-back Rate, adopt a Tentative Proposed Millage Rate, and set the date, time, and place for the first Public Hearing to consider the FY2019 Budget. (18-281). (Interim Finance Director)

2. Approve a Resolution celebrating 50 years of Home Rule in the State of Florida. (18-285). (City Manager)

VIII. CITY BUSINESS:

1. Approve Task Order 2018-3 with CH2M for the Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements Project (CCRIP) Final Design, Permitting, Bidding, and Procurement Assistance. (18-265). (Utilities Director)

2. Approve as recommended by the Employee Insurance Task Force (ITF) and City administration the proposed fiscal year 2019 benefit renewal for medical (which eliminates the Buy-Up Premier Plan), dental, flexible spending, and life insurances with associated providers; provide City administration a final

determination on the vision carrier (Humana or EyeMed subject to a revised quote); and authorize the City Manager to sign related agreements. (18-270). Acting Administrative Services Director/Human Resources Manager)

3. Ordinance No. 07-2018/1st Reading: Amending Section 2-51 of the City Code to modify City Council regular meeting days from Tuesday to Wednesday. (18-288). (City Attorney)

MULTI-YEAR CONTRACTS:

4. Approve vendor selection for award of RFP #P-18-17-COC, Professional Auditing Services; authorize the City Manager to negotiate and execute a multi-year contract with Moore Stephens Lovelace, P.A. (in a contract form acceptable to the City Attorney) through September 30, 2023 (audit of FY2022) and any approved renewal terms in the contract. (18-193). (Interim Finance Director)

5. Reapprove Maintenance Agreement and Amendment with Canon Solutions America, Inc. (CSA) for the Oce Color Wave 650 and TC4 Scanner System as a Multi-year Agreement to be renewed automatically for successive one (1) year terms until either Party Terminates Agreement retroactive to the effective date of the Maintenance Agreement and Amendment. (18-231). (Utilities Director)

6. Authorize the City Manager to execute a multi-year contract addendum between the City of Cocoa and Orange Lien Data, LLC for Lien Search Services. (18-233). (Interim Finance Director)

IX. INFORMATIONAL AGENDA:

None.

X. REPORTS:

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

XI. ADJOURNMENT.

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Type:	Minutes			**Status:**	Minutes
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Title:	Approve the Minutes of the Regular meeting of June 12, 2018, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	06-12-18 minutes.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 26, 2018
Agenda Date: July 10, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of June 12, 2018, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of June 12, 2018, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

June 12, 2018

A Regular City Council meeting was held on Tuesday, June 12, 2018, in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

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

Chief Prince provided the invocation and Mayor Parrish led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

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

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Karen Hamilton, Community Services Director; Gene Prince, Fire Chief; Michael Cantaloupe, Chief of Police; Lora Howell, Interim Finance Director; Jonathan Lamm, Deputy Fire Chief; and Trevious Folston, Helpdesk Support Tech.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of June 12, 2018 (18-218)

2. Minutes: (a) Budget Workshop of April 23, 2018 (18-214)
(b) Regular Meeting of April 24. 2018 (18-216)
(c) Regular Meeting of May 8, 2018 (18-217)

City Manager Titkanich requested that the agenda be amended to move Consent Item V.2 to City Business VIII.8.

* **MOTION by Deputy Mayor Blanco; Seconded by Councilwoman Warner, to approve the Agenda as amended for the Regular meeting of June 12, 2018, and to approve the Minutes as written for the Budget Workshop of April 23, 2018, the Regular meeting of April 24, 2018, and the Regular meeting of May 8, 2018.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

Gene Austin, 1323 N. Fiske Blvd., Cocoa, received a notice from Code Enforcement that had to do with the protective coating on his home. He stated that if you read the ordinance, there is no mention of mildew, which is on his home. He showed photos of his home on an I-Pad to staff and Council. He is concerned because there are much bigger issues going on in Cocoa that need attention, and the Code Officer stopped to cite his home. He believes that by the City's code he is not in violation. He requested that the notice be rescinded.

Deputy Mayor Blanco advised that a new code officer was hired and possibly a little over zealous. She assured him that he was not targeted, but that they are sweeping neighborhoods. Mr. Austin requested that the officers use common sense, as it is mildew.

Councilwoman Warner asked if he had spoken with the Code Supervisor. In response, Mr. Austin noted that he spoke with Rachel.

Mayor Parrish agreed with Mr. Austin and felt that this was too much. He asked City Manager Titkanich to have staff revisit this and take another look.

City Manager Titkanich assured Council and Mr. Austin that the Chief of Police would follow up and speak with the Code Supervisor. Mayor Parrish agreed that they need to go after drug houses and there are other areas that need cleaned up.

Mr. Austin mentioned that a lot of the problems are with commercial businesses. City Manager Titkanich advised that many of those have active code cases on them.

Rita Laynar, 1200 Clearlake Road #2114, Cocoa, was sad and stated that she has been ignored about a problem that she feels is serious. She does not know what else to do but to speak with Council. She has reached out to the Chief of Police and has submitted two written complains. She would like someone to follow through on her issues regarding Officer McCarron and Officer Erksine.

City Manager Titkanich pointed out that his secretary had left a message for her to set a meeting up so that he could meet with her.

Stacey Hawkins-Smith, Cocoa Village Playhouse, Cocoa, announced they are wrapping up their 28th season, and had almost 200 youth in their "Stars of Tomorrow" program. Additionally, 82 of those students have been given the opportunity to perform at the Kings Center. They had over 43,000 people through the doors this season and saw a 10% increase in ticket sales. On July 7th they will be announcing their new season. She provided all of Council with an invitation to the 29th Season Announcement party.

She further mentioned that they purchased the building next store and will be launching a campaign for fundraising for that. It will probably be around 2020 until anything can be done. Their very last show of this season is the "Journey of Hope" which will show this Sunday. They have partnered with at least twenty organizations and artists to celebrate Juneteenth. She will be back in September with another update. She asked all Council to let her know if they wish to attend the announcement party so that she can recognize them in the beginning of the event.

V. CONSENT AGENDA:

1. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase through Redzone Robotics for Manhole Assessments. (18-198). (Utilities Director)

~~2. Approve the ranking for Professional Marine Construction Services; Authorize the City Manager to negotiate and execute Continuing Services Agreements with selected firms in response to Request for Qualifications RFQ# Q-18-15-COC (Professional Marine Construction Services). (18-212). (Public Works Director)~~

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

None.

VII. COUNCIL BUSINESS:

1. Approve the proposed rolling street closure and route change for the 47th Annual Space Coast Marathon and Half Marathon. (18-183). (Community Services Director)

Ms. Hamilton introduced the item.

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. CITY BUSINESS:

1. Approve a Resolution Amending the FY2018 Budget, through the use of General Fund Contingency, to fund a part-time temporary employee in the Finance-Accounting Division, and with that, authorize a temporary increase to the employee headcount. (18-164). (Interim Finance Director)

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Halogen Emergency Shutoff Valve System from Water Treatment and Controls Co., Pensacola, Florida, for Automatic Emergency Closure of Chlorine Actuators; To Approve a Resolution Amending the FY2018 Budget. (18-201). (Utilities Director)

Mr. Walsh noted this item is coming to them after the fact and was done under the emergency conditions section of the Financial Operations Manual. He explained that this was in regards to an inspection item noticed by the Orange County Fire Department at the Dyal Water Treatment Plant. The emergency conditions were enacted by the City Manager so that they could get the purchase order started. It was a safety factor and he provided a detailed explanation of the issue and the importance of getting it corrected.

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve a Resolution amending the Fiscal Year 2018 to cover the costs associated with an in-person presentation by the Center for Public Safety Management to present to Council the Cocoa Police Department Study that was conducted in FY2017. (18-211). (City Manager)

City Manager Titkanich advised that all Council had received a copy of the Center for Public Safety Managements Study that was conducted on the Cocoa Police Department. Additionally, there is a workshop on June 19, 2018 at 6 p.m. The contract provided for an add-on cost for an in-person presentation and travel which is what this item is for.

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Requesting settlement authority for the tentative settlement agreement between City of Cocoa Police Officer Jeffrey Aiken and the City of Cocoa authorizing the payment of the Workers' Compensation settlement, authorize the City Manager to finalize and execute such legal agreement(s) required to complete the settlement in accordance with the settlement authority approved by the City Council. (18-228). (Administrative Services Director)

   Ms. Gemmati pointed out that the settlement agreement has been tentatively agreed to.

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

MULTI-YEAR CONTRACTS:

5. 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, 2018 and ending May 30, 2019. (18-195). (Chief of Police)

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Approve three Multi-Year Contracts with DIRECTV, for satellite TV service at each of the three new fire stations and authorize the City Manager to sign and execute the contracts. (18-208). (Fire Chief)

Chief Prince mentioned in the past that cable was provided through Franchise Agreements and the cost for cable was too high to install in the three new fire stations. They researched many companies and found that Direct TV was the most economical.

Councilman Whipple noted that before his explanation he was concerned as to why they were going with satellite instead of cable, as he has concerns with the weather. Chief Prince mentioned that the satellites would be mounted in the yards, not on the rooftops.

Councilman Whipple explained that his concerns were due to the dependability of satellites during storms as TV is a method of communication.

Mayor Parrish asked for a breakdown of the costs. In response, Chief Prince stated it was approximately $10,000 to bring cable into Station #1, and $5,000 for Stations #2 & #3. This was after a lot of negotiation.

Councilman Whipple asked if they had spoken with other municipalities. In response, Chief Prince stated yes, and advised that most were on cable, and others were having to make decisions also on which way to go.

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

AYES: Parrish, Blanco, Warner
NAYS: Boisvert, Whipple

THE MOTION CARRIED (3-2)

7. Authorize the City Manager to enter into agreement with Florida Power and Light (FPL) to convert FPL owned and maintained lights to Light Emitting Diode (LED) lights; Authorize City Manager to enter into FPL Lighting Agreements for installation of new streetlights as a Multi-Year approval. (18-219). (Public Works Director)

Mr. Wegerif presented the item and noted that the City was approached by FPL and they have offered to change out streetlights with new LED lights. They have a new rate and this would save about $1,500 per month. He mentioned that they requested that staff be able to tweak the bulbs if needed. Furthermore, he explained there was an issue with color, and he explained the reasoning behind the lights they are proposing to use. Staff is also requesting that they approve the agreements also.

Councilwoman Warner was happy to have bright lights throughout the City.

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

8. Approve the ranking for Professional Marine Construction Services; Authorize the City Manager to negotiate and execute Continuing Services Agreements with selected firms in response to Request for Qualifications RFQ# Q-18-15-COC (Professional Marine Construction Services). (18-212). (Public Works Director)

Mr. Wegerif introduced the item and mentioned that there were seven responses received for the RFQ. Staff was requesting to approve the top three. These consultants will be called when the City has work that needs to be done. These contractors are pre-qualified and the plans for the projects will be sent to the selected contractors. They will then respond with availability, price, etc.

Karen Barker, Rockledge, spoke on behalf of Rush Construction. They were requesting that they be added to the list of contractors. They are a local business, based in Titusville, and have been in business for thirty-four years. All of their employees are from this area and are very experienced.

Mayor Parrish asked if adding a fourth contractor was legal to do.

City Manager Titkanich advised that they were ranked fourth and in speaking with Mr. Wegerif, the addition just means that they will send out their projects to four contractors instead of three. It all comes down to cost and time. Public Works has no objection to having four instead of three.

City Manager Titkanich advised that they would need to amend staff's recommended motion to approve the firms ranked 1-4.

* **MOTION by Councilwoman Warner; Seconded by Councilman Whipple, to approve the ranking for Professional Marine Construction Services for the firms ranked 1-4; Authorize the City Manager to negotiate and execute Continuing Services Agreements with selected firms in response to Request for Qualifications RFQ# Q-18-15-COC (Professional Marine Construction Services).**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

Mayor Parrish asked Ms. Barker where her family was fromt. She noted Palatka, Deleon Springs, and other areas.

IX. INFORMATIONAL AGENDA:

1. Cocoa Police Department District Event Statistics for the months of March and April, 2018. (18-203). (Chief of Police)

X. REPORTS:

Mr. Wegerif announced that they have several projects going on. The Waterfront Connector is progressing, and FDOT has an upcoming project under the bridge. He mentioned that this could conflict with other projects, but they are speaking with FDOT in regards to this. The Community Meeting Room on Factory Street is progressing, as well as the Stone Street Streetscape Project.

Mayor Parrish spoke about the Connector on the north side of the bridge. He wanted to ensure that all trees stayed safe. Mr. Wegerif mentioned that the Grounds Supervisor put this out on Demand Star but no responses were received.

Ms. Howell advised that the new water bills went out in May and they are receiving positive feedback. Additionally, the Customer Service Division is in the process of updating policies and they have also implemented handheld devices for meter readers. Customers may see the workers walking and the device is

picking up the reading. The box does not have to be opened for it to read the meter.

Chief Prince invited everyone to the new Fire Stations #2 and #3 Open Houses which will be on Saturday, June 30th. Fire Station #2's opening will be from 10 a.m. until Noon. Fire Station #3's will be from 1 p.m. until 3 p.m.

Ms. Hamilton advised that Community Services has been busy with hurricane preparedness. She further noted that there is a Sustainability Advisory Committee meeting this Thursday, June 14th at 6 p.m.

Ms. Gemmati advised that the summer interns would be starting work on Monday, June 18th. The program will last five weeks and their graduation will be at the end of the five weeks and held at a Council meeting.

Assistant City Manager Fuhrer provided an update on the waterfront and spoke about the continuing services agreement. Once proposals are received they will be brought to Council for approval.

He further noted that they are moving forward with the design for the T-docks and the promenade; however, the first step is to start rebuilding so they can get the projects moving quickly.

City Manager Titkanich reminded all that the CPSM Workshop will be held on Tuesday, June 19th at 6 p.m. They will be presenting the results of the study of the Police Department.

Additionally, Saturday, June 16th is the Juneteenth celebration and it will be held at the Moore Center.

Councilman Whipple reiterated that the Juneteenth event is from 11 a.m. – 6 p.m. at the Moore Center and invited everyone to come out and enjoy the festivities.

Councilwoman Warner spoke about a workshop for homelessness that she attended at the City of Palm Bay. She stated it was very informative. She, along with Officer Hattaway took away some great ideas about what could be done about the homeless situation here in Cocoa. She spoke in furtherance about the workshop.

She thanked staff for the District 2 Town Hall meeting and for all of their hard work on that. She also thanked Senator Hukill for sending a representative to the meeting and Admiral Justice for the Port update.

Lastly, she noted that the City's first K-9 competition will be held in October and they raised $10,000 last week for that event.

Mayor Parrish requested that they have Mr. Redmond, who speaks about the homelessness issues, be invited to come and speak before Council. City Manager Titkanich stated that they had met with him and he was in the process of preparing a Gap Analysis. He assured the Mayor that they would check on the status of the analysis. Mayor Parrish believes this would be good for the public to hear.

Mayor Parrish wish Councilman Boisvert a speedy recovery.

Deputy Mayor Blanco spoke about their attendance at the 13th Annual Memorial Day Tribute which was on May 28th. It was a very nice event.

She further spoke about her and the Mayor's attendance at the ground breaking ceremony for St. Mark's. It was a nice presentation.

She also wished Councilman Boisvert a speedy recovery.

Mayor Parrish agreed with Deputy Mayor Blanco's sentiments regarding the event at St. Mark's. It was a great event and there are not many churches that can say they are celebrating their 140th year. They are re-engaging in the community and they want to work with the City.

He noted that on June 23rd, he is going on an Honor Flight with Captain Ed Lanni. They meet at 1:30 a.m. at the Wickham Center in Wickham Park. It is a very nice ceremony with a lot of public officials in attendance. There is a police escort throughout the whole event. He stated it was fascinating and he was very excited. He invited all to come out at the Wickham Center in Wickham Park, 1:30-2:30 in morning.

XI. ADJOURNMENT.

*** MOTION by Councilman Whipple; Seconded by Deputy Mayor Blanco, to adjourn the Regular meeting of June 12, 2018.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:06 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie E. Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	18-287	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	7/2/2018			**In control:**	City Council
On agenda:	7/10/2018			**Final action:**	
Title:	Sister City Update. (5 minutes). (Kathy Mardirosian, Sister City)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	18-119	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Consent Agenda	
File created:	3/29/2018		**In control:**	City Council	
On agenda:	7/10/2018		**Final action:**		
Title:	Approve the Amendment to Bill of Sale and Easement for USA Today/Florida Today, 3101 Gannett Plaza, Melbourne, Florida; Authorize the City Manager to Execute the Amendment to Bill of Sale and Easement Document. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Existing City Water Easement - BOS Existing Easement Sketch-error Amendment to Bill of Sale and Easement - Gannett Plaza LLC				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 21, 2018
Agenda Date: July 10, 2018
Prepared By: George R. Toler, Engineering Supervisor
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the Amendment to Bill of Sale and Easement for USA Today/Florida Today, 3101 Gannett Plaza, Melbourne, Florida; Authorize the City Manager to Execute the Amendment to Bill of Sale and Easement Document

BACKGROUND:

Cocoa Utilities has been contacted by an attorney representing 3101 Gannett Plaza Avenue, LLC. They are the current owner of the USA Today/Florida Today building located at 3101 Gannett Plaza Avenue, Melbourne, Florida. The City currently provides potable water service and has water mains located on the referenced property.

It has been brought to our attention that the legal description for our existing recorded Utility Bill of Sale and Easement document, which were granted to the City and recorded in the Brevard County Official Records in 1985, are incorrect. The current owner and the City desire to amend the legal description and the owner has provided an Amendment to the Bill of Sale and Easement document. The original Bill of Sale and Easement document would remain unchanged and in full force along with the amended legal description. We have included a copy of the existing recorded Bill of Sale and Easement document, a sketch showing the error, and the proposed Amendment to Bill of Sale and Easement document.

Staff recommends approval of the Amendment to Bill of Sale and Easement.

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve the Amendment to Bill of Sale and Easement for USA Today/Florida Today, 3101 Gannett Plaza, Melbourne, Florida; Authorize the City Manager to Execute the Amendment to Bill of Sale and Easement Document.

USA/Today/mp

REC'D PAYMENT AS INDICATED FOR CLASS C IN'ANGIBLE & DOC STAMP TAXES SIGNED

1200
.50

INT TAX $
SER CHG $

BILL OF SALE AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Cape Publications, Inc., a Delaware corporation, hereinafter called "Seller" or "Grantor" in consideration of the sum of One ($1.00) Dollar and other valuable consideration described below, to it paid by the CITY OF COCOA, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter called "CITY," the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered and by these presents does grant, bargain, sell, transfer and deliver unto the said "CITY," its successors and assigns, the following described property, to-wit:

All of the water lines, water mains and appurtenances installed in locations the centerlines of which are described on Exhibits A and B attached hereto,

TO HAVE AND TO HOLD all of the foregoing unto the City, its successors and assigns, free and clear and discharged of and from any and all obligations, claims or liens except as provided herein.

AND the Seller does hereby covenant to and with the City, its successors and assigns, that it is the lawful owner of the above described personal property; that said personal property is free from all encumbrances; that Seller has good right to sell said personal property, and that Seller will warrant and defend the sale of its personal property hereby made, unto the City, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

The City by the acceptance of this Bill of Sale, acknowledges and agrees that the Seller makes no warranties or representations, either expressed or implied, as to the fitness and condition of the personal property hereinabove described, the City agreeing that said personal property is being conveyed to it in an "as is" condition.

The City, as consideration for the conveying to it of the said personal property, agrees to maintain, repair, replace, enlarge the water lines, water mains and appurtenances, as required, to provide the requisite water and fire protection service to Seller, its successors and assigns at the Seller's premises.

Grantor grants to the City 15 foot wide easements for maintenance of water lines over premises of Grantor consisting of 28.236 acres more or less on the west side of U.S. Highway No. 1, known as 6650 South U.S. 1, Rockledge, Florida 32955, together with access thereto over existing or future driveways and parking areas for the purpose of maintenance, repair, replacement and enlargement thereof. The description of the centerlines of the waterline installation easements are more particularly described in Exhibits "A" and "B" attached hereto (hereinafter the "waterline easement premises").

The Grantor reserves the right, power and privilege to utilize the easement premises from time to time to the extent it deems necessary for any of its own present or future purposes so long as such utilization does not interfere with the waterline installations. These easements do not convey any rights of use of air space above the waterline easement premises (except for temporary access thereto), or the property below the waterline installations, except as otherwise

City of Cocoa Utilities Dept.
600 School St.
Cocoa, FL 32922

14309

OFF. REC. 2672 PAGE 0315

expressly provided herein, or any right of storage, or access over any portion of the balance of Grantor's premises except to the location of the waterline installations.

For the interpretation of this instrument, it is understood that Grantor has reserved, and shall have, the maximum utilization of the waterline easement premises for its own purposes which are compatible with the use by Grantee under this instrument.

Any repair, maintenance, replacement, or enlargement of the waterline installations, together with its appurtenances, shall be constructed and maintained: (1) at no further expense to Grantor; (2) without interference with existing facilities of Grantor; and (3) only upon adequate advance notice to Grantor of specific plans and dates of work.

These easements are granted without warranties of any nature.

These easements are not assignable by the Grantee except to another municipal entity with the obligation to maintain the waterline services to Grantor's premises.

IN WITNESS WHEREOF Seller has caused this Bill of Sale and Easement to be signed in its name by its proper officers, and their corporate seals to be affixed, attested by its Secretary, the day and year above written.
Signed, sealed and delivered CAPE PUBLICATIONS, INC.

Linda Craig
Witness

By Frank J Vega

Witness

Attest: Robert A Shelton
Ass't Secretary/TREASURER

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day before me personally appeared Frank Vega and Robert Shelton, and Secretary respectively of Cape Publications, Inc., a corporation under the laws of the State of Delaware, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Cocoa, said County and State, this 12 day of August '85, 1985.

Marie E Riehl
Notary Public

My commission expires: Sept '87

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES SEPT 14 1988
BONDED THRU GENERAL INSURANCE UND

"For Minimum Consideration"

(SEAL) CITY OF COCOA UTILITIES
600 SCHOOL ST.
COCOA, FLORIDA 32922

OFF. REC. 2672 PAGE 0316

EXHIBIT "A"
WATER LINE LOCATION A

A portion of Section 18, Township 26 South, Range 37 East, Brevard County, Florida being a portion of the W.R. MOSES RESERVE as shown on the plat of PLAN OF TOWN OF PINEDA as recorded in Plat Book 1 at Page 41 of the Public Records of Brevard County, Florida lying West of U.S. Highway 1 (State Road No. 5) and being more particularly described as follows:

Commence at the West 1/4 corner of said Section 18; thence N89°08'13"W, along the South line of Government Lot 1 of said Section 18, for a distance of 584.24 feet to a point, said point being the Point of Beginning of a waterline installation easement more particularly described as follows:

Begin at said Point of Beginning; thence N13°56'10"W, for a distance of 153.60 feet; thence S71°07'35"W, for a distance of 115.0 feet; thence S18°52'25"E, for a distance of 3.0 feet; thence S71°07'35"W, for a distance of 15.0 feet; thence N18°52'25"W, for a distance of 18.0 feet; thence N71°07'35"E, for a distance of 130.50 feet to a point on the West right-of-way line of U.S. Highway No. 1 (State Road 5) said point also being on a curve to the right having a radius of 7318.83 feet; thence Southeasterly along said West right-of-way line and arc of said curve through a central angle of 01°07"25", for a distance of 143.52 feet to a point of tangency; thence S16°21'17"E along said West right-of-way line for a distance of 26.94 feet to a point on the South line of Government Lot 1 of said Section 18; thence S89°08'13"W along said South line for a distance of 7.5 feet to the Point of Beginning.

EXHIBIT "B" WATER LINE LOCATION B

A portion of Section 13, Township 26 South, Range 36 East and Section 18, Township 26 South, Range 37 East, Brevard County, Florida being a portion of the W.R. MOSES RESERVE as shown on the plat of PLAN OF TOWN OF PINEDA as recorded in Plat Book 1 at Page 41 of the Public Records of Brevard County, Florida lying West of U.S. Highway 1 (State Road No. 5) and being more particularly described as follows:

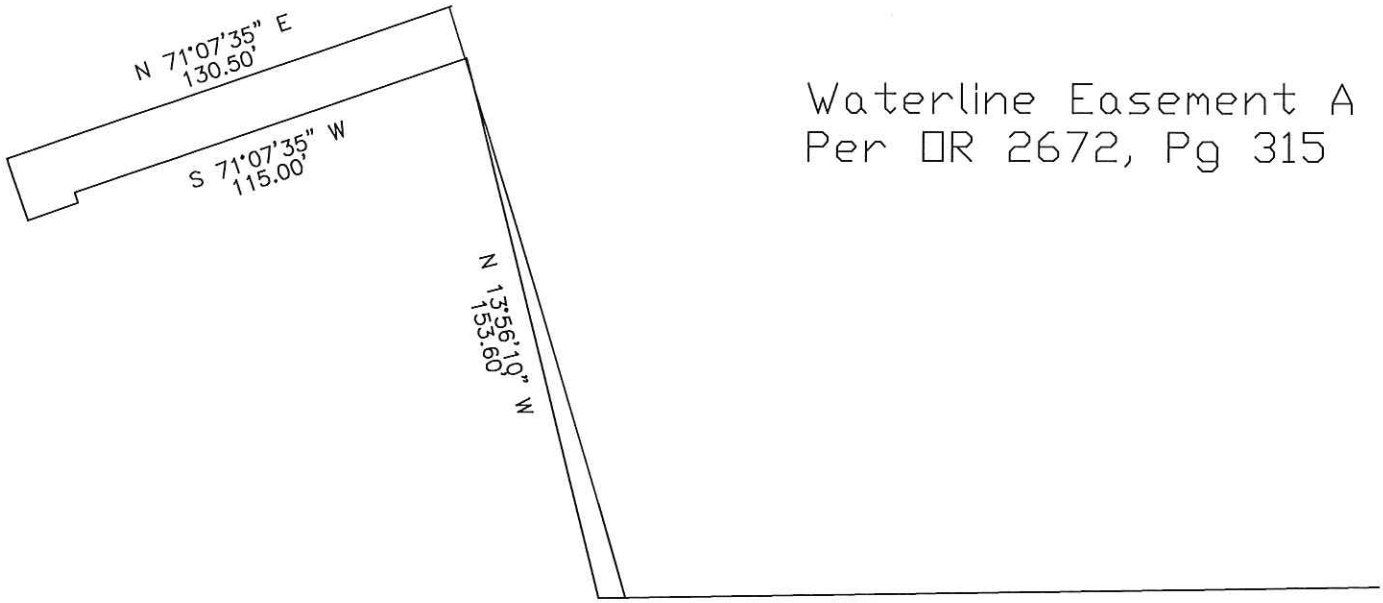
Commence at the East 1/4 corner of said Section 13, thence S89°01'40"W, along the South line of the North 1/2 of said Section 13, for a distance of 318.84 feet to the East right-of-way line of FIFTH STREET, a 150.00 foot right-of-way as shown on said plat of; thence N18°49'54"W along said East right-of-way line, for a distance of 1295.68 feet to a point on the South right-of-way line of WALLACE AVENUE, a 50.00 foot right-of-way as shown on said plat; thence N71°7°21"E, along said South right-of-way line, for a distance of 630.5 feet, to the Point of Beginning of a waterline access and maintenance easement more particularly described as follows:

Begin at said Point of Beginning, said point being on the South right-of-way line of WALLACE AVENUE; thence N71°07'21"E along said South right-of-way line for a distance of 196.22 feet to a point on the West right of way line of U.S. Highway No. 1 (State Road 5); thence S21°23'35"E along said West right-of-way for a distance of 7.51 feet, thence S71°07'21"W, for a distance of 67.64 feet; thence S31°37'00"W, for a distance of 168.89 feet; thence S69°24'05"W for a distance of 158.96 feet; thence N20°35'55"W for a distance of 18.0 feet; thence N69°24'05"E for a distance of 15.0 feet; thence S20°35'55"E for a distance of 3.0 feet; thence N69°24'05"E for a distance of 138.82 feet; thence N31°37'00"E for a distance of 144.09 feet; thence S68°42'23"W for a distance of 103.75 feet; thence N21°17'37"W for a distance of 12.82 feet to a point on the South right-of-way of Wallace Avenue, said point being the Point of Beginning.

BRPH JOB NO. 2823.09
JULY 31, 1985

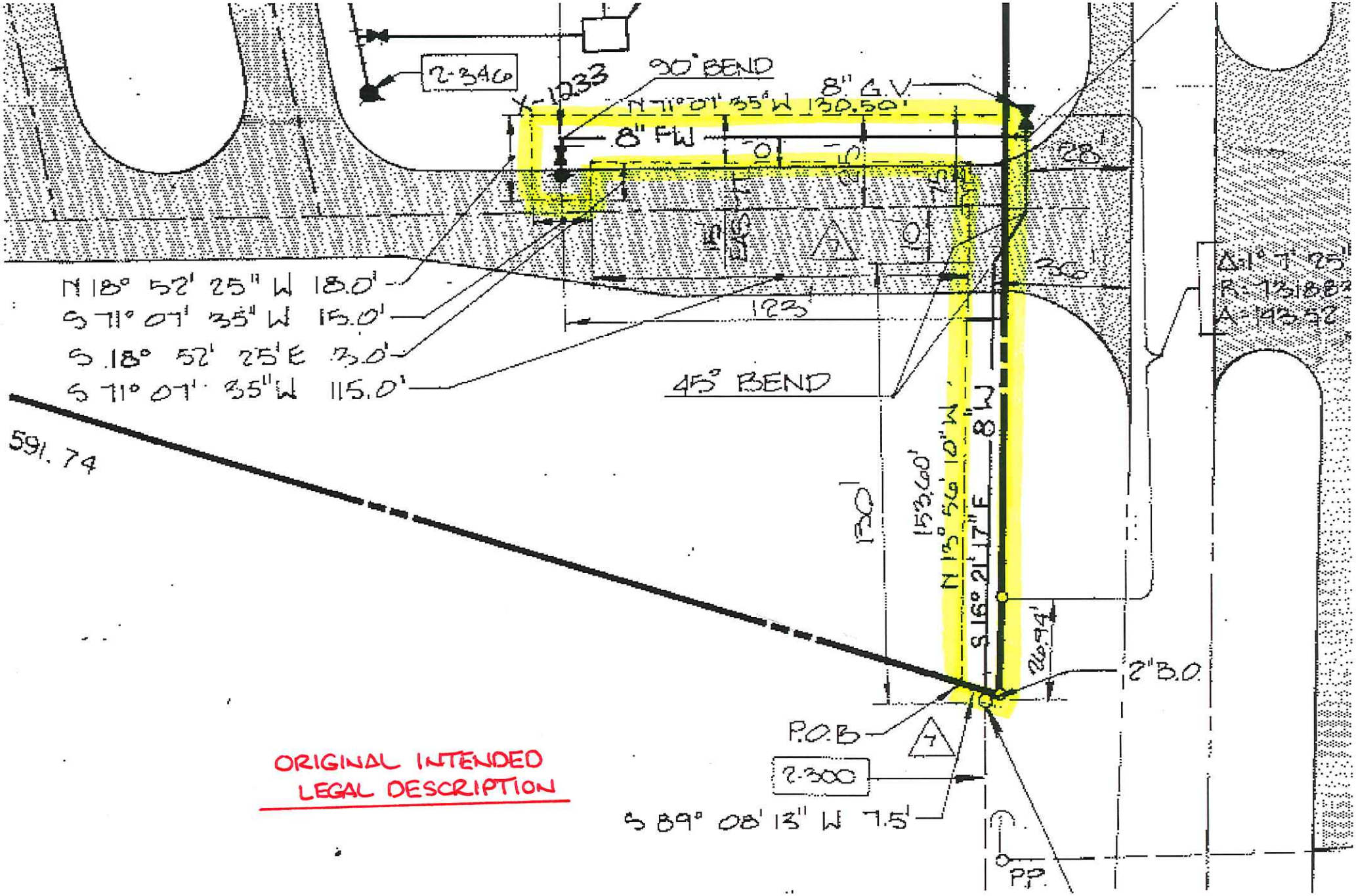
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2672

PAGE
0318



Waterline Easement A
Per OR 2672, Pg 315

EXISTING LEGAL DESCRIPTION


2-346
Y=1033
30° BEND
N 71° 07' 35" W 130.50'
8" G.V.
8" FW
28'
N 18° 52' 25" W 18.0'
S 71° 07' 35" W 15.0'
S 18° 52' 25" E 3.0'
S 71° 07' 35" W 115.0'
123'
45° BEND
Δ=1° 7' 25"
R=13188.2'
A=142.92'
591.74
N 18° 52' 25" W 150.00'
S 18° 52' 25" E 27.12'
20.94'
2" B.O.
P.O.B
2-300
S 89° 08' 13" W 7.5'
P.P.
ORIGINAL INTENDED
LEGAL DESCRIPTION
SOUTH ENTRANCE

AMENDMENT TO BILL OF SALE AND EASEMENT

THIS AMENDMENT TO BILL OF SALE AND EASEMENT (this "Amendment") is made this 6th day of June, 2018 by and between 3101 GANNETT PLAZA AVE, LLC, a Delaware limited liability company and the CITY OF COCOA FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida ("City").

WITNESSETH:

WHEREAS, Cape Publications, Inc. and City entered into a certain Bill of Sale and Easement dated August 12, 1985 and recorded on February 11, 1986 in the Official Records Book 2672, page 315 of Brevard County, Florida (the "Easement") in connection the property located at One Gannett Plaza, Melbourne, FL (the "Property");

WHEREAS, The Courier-Journal, Inc. acquired the Property from Cape Publications, Inc. on November 10, 2017;

WHEREAS, 3101 Gannett Plaza Ave, LLC acquired the Property from The Courier Journal, Inc. on or about April 9, 2018;

WHEREAS, City owns of all of the water lines, water mains, and appurtenances installed in locations the centerlines of which are described on Exhibit A and Exhibit B of the Easement; and

WHEREAS, the parties wish to amend the Easement to correct the description of Water Line Location A as described on Exhibit A to the Easement;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Exhibit "A", Water Line Location A, attached to the Easement, is hereby deleted in its entirety and replaced with Exhibit A attached hereto.

2. Except as amended hereby, the Easement remains unchanged and in full force and effect.

3. This instrument may be executed in counterparts, each of which, when taken together, shall constitute one valid and binding original.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

3101 Gannett Plaza Ave, LLC

By: _____

Name: Michael Kraus

Title: Director, AVM

[Attach New York notarial acknowledgment]

Acknowledgement Form

State of New York)

)ss.:

County of New York)

On the 6th day of June in the year 2018, before me, the undersigned notary public, personally appeared Michael Kraus, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Carolyn Shearin Notary Public

CAROLYN A. SHEARIN
Notary Public, State of New York
No. 01SH6293620
Qualified in Richmond County
Commission Expires Dec. 16, 2021

CITY OF COCOA

_____
John A. Titkanich, Jr., City Manager

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__, by John A. Titkanich, Jr., as City Manager of the City of Cocoa, Florida who is personally known to me, or who has produced _____ as identification.

Notary Public, State of Florida

Sign:_____

Name: _____

My commission expires: _____

EXHIBIT A

[Attached]

DESCRIPTION SKETCH

Not a Boundary Survey

Description:
A parcel of land lying in Section 18, Township 26 South, Range 37 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the North 1/2 of Section 13, Township 26 South, Range 36 East, run thence S.89°08'27"E., along the South line of Government Lot 1 of aforesaid Section 18, a distance of 580.60 feet to the POINT OF BEGINNING; thence along a line running 7.5 feet West of and parallel with the Westerly right-of-way line of U.S. Highway No. 1 the following two (2) courses: 1) N. 16°23'15"W., 24.87 feet; 2) Northwesterly 129.99 feet along the arc of a curve to the left having a radius of 7311.33 feet and a delta angle of 01°01'07" (chord length 129.99 feet, N.16°39'39"W.); thence S.70°56'46"W., 30.80 feet; thence S.19°03'14"E., 3.50 feet; thence S.70°56'46"W., 76.05 feet; thence S.19°03'14"E., 7.00 feet; thence S.70°56'46"W., 15.00 feet; thence N.19°03'14"W., 22.00 feet; thence N.70°56'46"E., 129.72 feet to a point on the Westerly right-of-way line of U.S. Highway No. 1; thence along said Westerly right-of-way line the following two (2) courses: Southeasterly 141.86 feet along the arc of a curve to the right having a radius of 7318.83 feet and a delta angle of 01°06'38" (chord length 141.86 feet, S.16°42'25"E.); 2) S.16°23'15"E., 26.94 feet to the Southeast corner of property described in Official Records Book 7615, Page 1135 of the Public Records of Brevard County, Florida, said point being on the Westerly right-of-way line of U.S. Highway No. 1 along the South boundary of Government Lot 1 and the South boundary of said lands described in Official Records Book 7615, Page 1135, S.89°08'27"W., 7.78 feet to the POINT OF BEGINNING.

Containing 3,084 square feet, more or less.

See Sheet 2 for Sketch

WATER LINE EASEMENT

SHEET 1 OF 2

This Survey Prepared For: *Bond Schoeneck & King*

DESCRIPTION SKETCH
Not a Boundary Survey

ALAN J. NAUMOWICZ License Number 6689 STATE OF FLORIDA

Alan J. Naumowicz
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 6689

THIS SURVEY NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

REVISIONS				
Description	Date	Drawn	P.C.	Job No.

PREPARED BY: A·J·N SURVEYING, LLC.
Certificate of Authorization Number LB 7691
Specializing in:
BOUNDARY SURVEYS
TOPOGRAPHICAL SURVEYS
ALTA/NSPS LAND TITLE SURVEYS
CONSTRUCTION STAKEOUT
530 Hillside Drive
Auburndale, Florida 33823
WWW.AJNSURVEYING.COM
Office: (813) 352-9483

Drawn: AJN | Data File: 456-FILENAME | P.C.: ~
Date: 2-16-18 | Dwg:Rockledge-EASEMENT | Job No.: 18-1037
Section 18, Township 26 South, Range 37 East

DESCRIPTION SKETCH

Not a Boundary Survey

Not to Scale

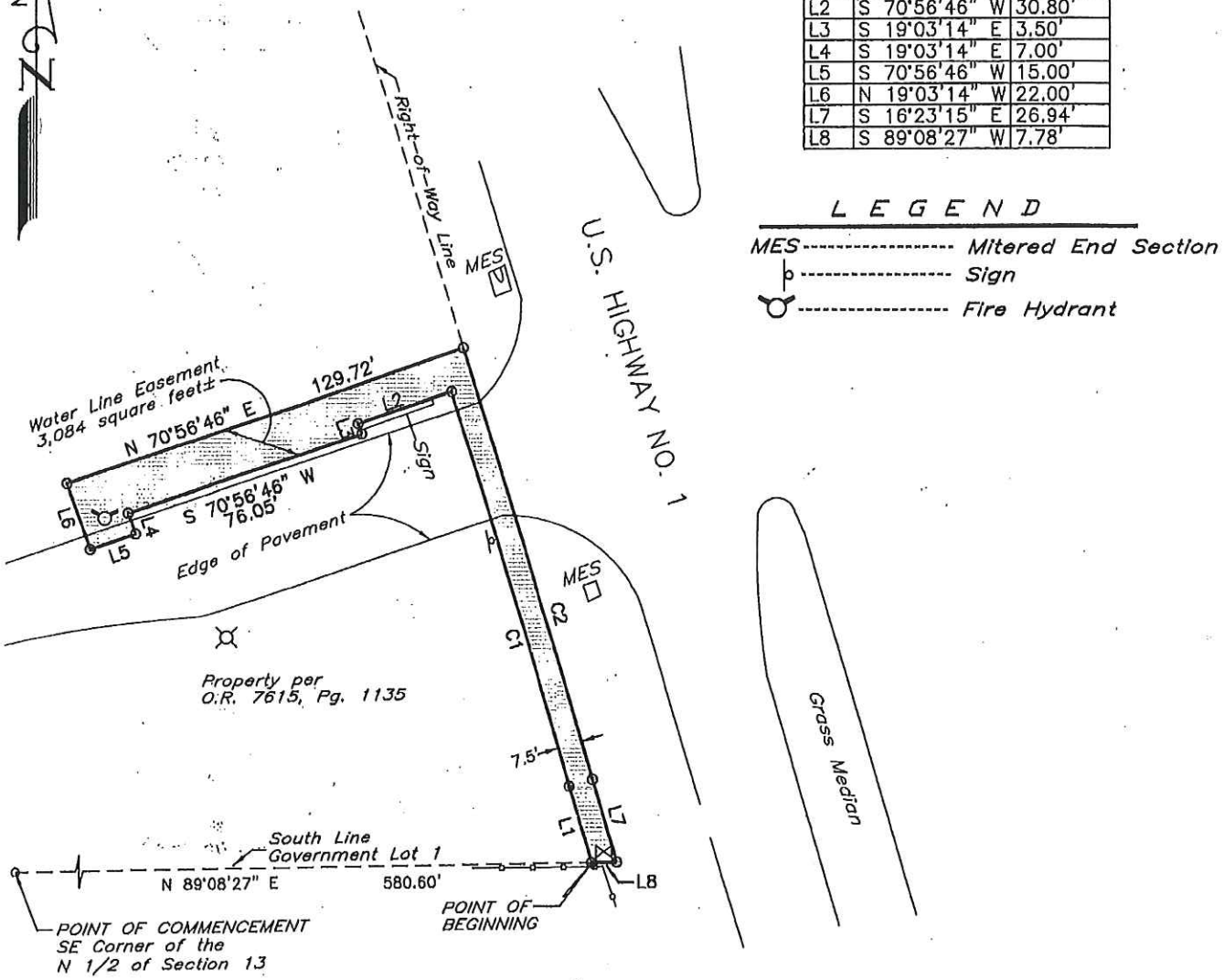
LINE	BEARING	DISTANCE
L1	N 16°23'15" W	24.87'
L2	S 70°56'46" W	30.80'
L3	S 19°03'14" E	3.50'
L4	S 19°03'14" E	7.00'
L5	S 70°56'46" W	15.00'
L6	N 19°03'14" W	22.00'
L7	S 16°23'15" E	26.94'
L8	S 89°08'27" W	7.78'

LEGEND

MES ---------- Mitered End Section

Sign ---------- Sign

Fire Hydrant ---------- Fire Hydrant



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	7311.33'	129.99'	1°01'07"	129.99'	N 16°39'39" W
C2	7318.83'	141.86'	1°06'38"	141.86'	S 16°42'25" E

WATER LINE EASEMENT

SHEET 2 OF 2

This Survey Prepared For: Bond Schoeneck & King

DESCRIPTION SKETCH

This certifies that the sketch hereon of the above described property was made under my supervision and that it meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors

Alan J. Nauman, Jr. Florida Professional Surveyor & Mapper No. 6689

THIS SURVEY NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

REVISIONS				
Description	Date	Drawn	P.C.	Job No.

PREPARED BY: A·J·N SURVEYING, LLC.

Specializing In: Certificate of Authorization Number LB 7691

BOUNDARY SURVEYS
TOPOGRAPHICAL SURVEYS
ALTA/NSPS LAND TITLE SURVEYS
CONSTRUCTION STAKEOUT

530 Hillside Drive
Auburndale, Florida 33823
WWW.AJNSURVEYING.COM Office: (813) 352-9483

Drawn: AJN | Data File: 456-FILENAME | P.C.: ~

Date: 2-16-18 | Dwg: Rockledge-EASEMENT | Job No.: 18-1037

Section 18, Township 26 South, Range 37 East

Legislation Details (With Text)

File #:	18-286	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	6/29/2018			**In control:**	City Council
On agenda:	7/10/2018			**Final action:**	
Title:	Approve a Resolution Amending the Fiscal Year 2018 Budget and Approve the purchase of six additional agent licenses and extended data and call recording retention on the Five9 Cloud Contact Center platform through Verteks Consulting, utilizing a previously approved sole source resolution. (Assistant City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Quote for Additional Five9 Data Retention Quote for Additional Five9 Licenses City of Cocoa - Five9 Telco Agreement 2018 - Signed by Five9 City of Cocoa - Five9 Service Order for Telco 2018 - Signed by Five9 Budget Resolution No. 2018-050.pdf ~BAF-CM-Five9 Additional Licenses (7-10-18) Agenda 18-286.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 29, 2018
Agenda Date: July 10, 2018
Prepared By: Robert Beach, Chief Technology Officer
Through: Matthew Fuhrer, Assistant City Manager
Requested Action:
Approve a Resolution Amending the Fiscal Year 2018 Budget and Approve the purchase of six additional agent licenses and extended data and call recording retention on the Five9 Cloud Contact Center platform through Verteks Consulting, utilizing a previously approved sole source resolution.

BACKGROUND:

The City of Cocoa recently migrated to an on-premise ShoreTel phone system from the former hosted Mitel platform provided by Morse Communications. As a part of this migration, it was planned to move the Utilities Customer Service contact center to the Five9 Cloud Contact Center platform.

The City Council previously approved this migration and as work began to implement the solution, it was determined that additional agent seat licenses would be required to handle peak call volumes in the Utilities Customer Service contact center and call and recording data would need to be accessible beyond their standard 30-day retention period.

Quotes were received from Verteks Consulting for these add-on services as an additional monthly recurring cost that would be added to the amounts previously approved by Council. The additional costs are as follows:

Five9 Additional License One-time Expenses

Five9 VCC Agent Seat Activation (6 licenses)	$150.00
One-Time Costs	$150.00

Five9 Additional License Recurring Expenses	Monthly	Annual
Five9 VCC Agent Seat (6 licenses)	$660.00	$7,920.00
Five9 100% Recording Subscription (6 licenses)	$30.00	$360.00
Five9 Extended Recording Storage (150 days)	$400.00	$4,800.00
Five9 Extended Call Logs	$48.00	$576.00
Monthly Recurring Expenses	$1,138.00	$13,656.00

Based on the features and flexibility of the Five9 Cloud Contact Center platform, staff believes that even with the additional annual license expense, the platform still provides significant value and will improve customer interactions once fully implemented.

Below is a breakdown of the revised total Five9 platform monthly recurring and one-time expenses.

Five9 One-Time Expenses

Five9 Cloud Contact Center Platform	$7,180.00
Five9 VoIP Deposit	$770.00
Total One-Time Expenses	$7,950.00

Five9 Recurring Expenses	Monthly	Annual
Five9 Cloud Contact Center Subscription	$2,703.00	$32,436.00
Five9 VoIP Charges	$1,200.00	$14,400.00
Total Recurring Expenses	$3,903.00	$46,836.00

STRATEGIC PLAN CONNECTION:

Internal and external communication is vital to public safety, fiscal sustainability, customer service, economic development and all other operations throughout the City. The new phone system will ensure reliable communication and flexibility not available with our current system.

BUDGETARY IMPACT:

Budgeted Partially

FY2018
Account Name: Operating
Account Number: 001-1103-516.52-00

Amount Requested: $7,950.00

Account Name: Communications (June - September)
Account Number: 001-1103-516.41-00
Amount Requested: $15,612.00

(Attached is a BAF to move $1,800 from 001-1103-516.52-00 to 001-1103-516.41-00 for a total of $15,612 from Communications and the $150 for the additional licenses can be absorbed from Operating.)

FY19
Account Name: Communication
Account Number: 001-1510-536.41-00
Amount Requested: $46,836.00

FY20
Account Name: Communication
Account Number: 001-1510-536.41-00
Amount Requested: $46,836.00

FY21 (October-June)
Account Name: Communication
Account Number: 001-1510-536.41-00
Amount Requested: $35,127.00

PREVIOUS ACTION:

Council previously approved the purchase of the ShoreTel phone system and Five9 Cloud Contact Center platform on January 23, 2018 and Five9 VoIP telephony on May, 22, 2018.

RECOMMENDED MOTION:

Approve a Resolution Amending the Fiscal Year 2018 Budget and Approve the purchase of six additional agent licenses and extended data and call recording retention on the Five9 Cloud Contact Center platform through Verteks Consulting, utilizing a previously approved sole source resolution.

Embedded Secure Document

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FIVE9 TELECOMMUNICATIONS AGREEMENT

This Five9 Telecommunications Agreement, effective as of the Customer signature date below ("*Effective Date*"), is entered into by and between Five9, Inc., a Delaware corporation ("*Five9*"), having offices at 4000 Executive Parkway, Suite 400, San Ramon, CA 94583 and City of Cocoa ("*Customer*"), having offices at 65 Stone St, Cocoa, FL 32922-7982, collectively referred to as the "parties".

1. Scope of Services. Five9 acting in its capacity as a telecommunications carrier duly licensed by the Federal Communications Commission agrees to provide the Telecommunications Services as set forth in the Service Order to Customer on a restricted, non-transferable basis subject to Customer's compliance with this Agreement. "*Service Order*" means the signed and dated service order that describes the term, fees and other information in connection with the Telecommunications Services being purchased by Customer. "*Agreement*" means these terms and conditions and the Service Order which together shall constitute a fully integrated agreement. "*Telecommunications Services*" means all services being purchased by Customer as identified in the Service Order. Customer shall be solely responsible for all use of the Telecommunications Services under this Agreement and shall not use the Telecommunications Services in an unlawful, illegal, harassing or inappropriate way or take any actions that may result in negative effects to the Telecommunications Services, to Five9 or to its other customers. All rights to use the Telecommunications Services not expressly granted to Customer by Five9 in this Agreement are exclusively reserved by Five9 and prohibited for use under this Agreement.

2. Billing. Customer shall pay Five9 the long distance deposit as specified in the Service Order upon which Five9 will activate Customer's account and start the provisioning process. This long distance deposit (TelecomDeposit) shall be applied to the final monthly bill during the initial term of this Agreement or to the final monthly bill provided to the City upon early termination of this Agreement. Customer shall pay Five9 the recurring fees for the Telecommunications Services as set forth in the Service Order ("Service Fees"). Customer shall be invoiced on a monthly basis based on their bill date. Customer's billing cycle begins on or immediately following date of the applicable Service Order. Fees for partial months shall be pro-rated.

3. Payment. Payments shall be due 45 days after the date an invoice is received. All payments due from Customer and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. Five9 must invoice the Customer for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. Payment of all fees may be made by cash, check or wire transfer of immediately available funds to Five9. Customer shall be responsible for all sales, value-added or similar taxes due under this Agreement. Customer agrees to pay all undisputed charges on a timely basis. In the event that Customer legitimately and reasonably disputes an invoiced amount, Customer will provide Five9 with written notice (via e-mail at billing@five9.com) of the amount in dispute and the basis for the dispute. Five9 agrees that it will work with Customer to reasonably and expeditiously resolve the dispute. Failure of Five9 to invoice Customer in a timely manner for any amounts due under this Agreement shall not be deemed a waiver by Five9 of its rights to payment for such amounts and all outstanding amounts shall remain due and payable in full by Customer.

4. Termination. Either party may terminate this Agreement for convenience upon ninety (90) days written notice to the other party or upon thirty (30) days written notice to the other party in the event of a breach of any material provision of this Agreement by the other party, provided that during the thirty (30) day period the breaching party failed to cure such breach except the 30-day notice period shall not apply to Customers engaged in unlawful activities. Five9 may suspend or disable Customer's access to the Services for any accounts for which undisputed payment is delinquent providing 10 days' written notice of intent to suspend access or if Five9 has a good faith belief that Customer is using the Services in violation of federal, state or local laws, rules or regulations, (collectively, "***Laws***") or compromising the security or operability of the Services. Five9 agrees that in the event it becomes aware of such actions by the Customer it will promptly notify the Customer of the unauthorized activity and allow the Customer reasonable time to rectify it provided that Five9 reserves the right to immediately suspend Customer's access to the Services if necessary to comply with law or regulation. Resumption of Customer's account following suspension or termination by Five9 is subject to the sole discretion of Five9. Customer's resumption of access to the Services following a suspension by Five9 for the reasons cited in this section will not extend the then-current term, nor result in an extension of the period covered by the prepaid Service Fees.

5. No Requirement to Offer and Specific Disclaimer of Liability For Emergency Services. No Requirement to Offer, and Specific Disclaimer of Liability for, Emergency Services. Customer understands and acknowledges that Five9 does not and is not required to provide Emergency Service, in conjunction with the Telecommunications Services or any other services that may be used by Customer in connection with Five9's Telecommunication Services, where "*Emergency Service*" is defined as services that connect a user to emergency services personnel or a public safety answering point ("*PSAP*"), pursuant

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to applicable regulatory requirements. In the United States, Emergency Service is provided by dialing the digits "911" on a wired or a wireless telephone. Telecommunication Services provided by Five9 do not permit the dialing of "911" or any other emergency telephone numbers or a PSAP under any circumstances. Customer recognizes and agrees that: (a) Five9 is not required to offer Emergency Service, pursuant to any Laws; (b) Five9 is not a replacement for Customer's primary telephone service; and (c) neither Five9, its officers, directors, employees, shareholders, affiliates nor agents will be liable for any claim, damage, or loss arising from, or relating to, Customer's use of Five 9's Telecommunications Services or any other service provided hereunder to contact a PSAP or Emergency Services personnel. Customer specifically waives, to the maximum extent permitted by applicable Laws, any and all such claims or causes of action, arising from or relating to Five9's Telecommunications Services or any other service provided hereunder to contact a PSAP or other Emergency Services personnel. CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT FIVE9'S TELECOMMUNICATIONS SERVICES DO NOT INCLUDE EMERGENCY SERVICE. CUSTOMER UNDERSTANDS AND AGREES THAT ADDITIONAL ARRANGEMENTS WITH A THIRD PARTY MUST BE MADE BY CUSTOMER TO ACCESS EMERGENCY SERVICE.

6. Call Related Compliance. Customer assumes all liability and responsibility for its use of the Telecommunications Services and agrees to comply with all laws pertaining to the use of telephonic equipment and related telecommunications products and services. If Customer is advised by any party that it does not wish to receive communications from Customer via the Telecommunications Service, then Customer agrees to the extent required by applicable Laws or Customer's policies to promptly honor such do-not-contact requests, including where possible by adding the party to its internal company-specific do not call list in their customer's Services account, and thereafter refrain from calling that party. Customer is solely responsible for obtaining any required consent of or a release from persons or entities to whom or to which Customer intends to send communications using the Service. Customer agrees to contact only those persons who the Customer is legally permitted to contact and only in the manner permitted, under federal, state and local law.

7. Warranty and Disclaimer. Each party represents and warrants to the other party that (a) it has the power and authority to enter into and perform all obligations under this Agreement and its various addenda and (b) it will comply with all applicable laws and regulations in its performance under this Agreement. THE FIVE9 TELECOMMUNICATIONS SERVICES ARE DELIVERED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FIVE9 DOES NOT WARRANT THAT THE TELECOMMUNICATIONS SERVICES WILL BE UNINTERRUPTED OR THAT ALL COMMUNICATIONS WILL BE DELIVERED, NOR DOES FIVE9 MAKE ANY TELECOMMUNICATIONS SERVICES WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE TELECOMMUNICATIONS SERVICES. FIVE9 DOES NOT WARRANT THAT THE TELECOMMUNICATIONS SERVICES WILL SUCCESSFULLY OPERATE WITH ANY SOFTWARE, HARDWARE, EQUIPMENT OR SOFTWARE SERVICES. Customer understands that the Telecommunications Services may be inaccessible or inoperable due to reasons beyond Five9's reasonable control including but not limited to Customer or its third party partners' equipment or infrastructure malfunctions or service interruptions caused by independent telecommunications providers.

8. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, LOSSES OR COSTS ARISING OUT OF OR RELATING TO THIS AGREEMENT INCLUDING WITHOUT LIMITATION ANY CLAIMS RELATING TO: (A) LOSS OR CORRUPTION OF DATA; (B) INABILITY TO ACCESS THE SERVICE; (C) PERFORMANCE RELATED DELAYS; (D) COMPUTER VIRUSES; (E) LOSS OF BUSINESS DUE TO INOPERABILITY OR PERFORMANCE OF THE TELECOMMUNICATIONS SERVICES; (F) NON-DELIVERY OR MIS-DELIVERY OF COMMUNICATIONS; (G) THE NEGLIGENT ACTS OF OTHER FIVE9 SUBSCRIBERS; (H) ANY DEFECTS, FAILURES, ERRORS, OMISSIONS OR MISSTATEMENTS IN ANY AND ALL INFORMATION DELIVERED BY OR PROVIDED FOR DELIVERY BY THE TELECOMMUNICATIONS SERVICES; AND (I) LOSS OR LIABILITY RESULTING FROM ACTS BEYOND A PARTY'S CONTROL. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 10, neither party shall 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).

9. Indemnification. To the extent permitted by applicable law, Five9 agrees to indemnify, hold harmless and defend the Customer, its shareholders, directors, officers, employees and agents from and against any action, claim, or damage asserted

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against them by a third party, including reasonable costs and attorney's fees, (collectively, "Claims") arising out of or relating to: (a) any negligent or willful acts or omissions in connection with their duties and responsibilities under this Agreement; (b) breach of this Agreement; and (c) any alleged or actual infringement by the Telecommunications Services of any patent, trademark, copyright, or trade secret provided Customer is using such services as authorized under this Agreement.

To the extent permitted by section 768.28, Florida Statutes, Customer agrees to indemnify, hold harmless and defend Five9, its shareholders, directors, officers, employees and agents from and against any action, claim, or damage asserted against them by a third party, including reasonable costs and attorney's fees, (collectively, "Claims") arising out of or relating to the following limited conditions: (i) the fact that Five9 does not offer Emergency Services to Customer; (ii) Customer's failure to obtain Emergency Service if Customer is required to do so by applicable laws, rules or regulations given that Five9 does not offer Emergency Service; (iii) the unauthorized, illegal or fraudulent use of the Service; and (iv) any Claims arising out of responding to compulsory processes (e.g., subpoenas, interrogatories, depositions, and other forms of discovery or legal process) seeking information about Customer to determine whether Customer has violated any laws.

An indemnified party shall (i) permit the indemnifying party to defend or settle any such claim, provided, however that (x) the indemnifying party shall not enter into any settlement agreement that would result in any admission by the indemnified party or payment by the indemnified party without the indemnified party's prior written consent, and (y) the indemnified party may at its election participate in the defense of such claim, suit or the like through separate counsel at its own expense, and (ii) provide the indemnifying party all reasonable assistance (at the expense of the indemnifying party) in connection with the defense or settlement of any such claim, suit or the like.

10. Force Majeure. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, terror or malice, insurrections, riots, acts of God or acts, omissions or delays in acting by any governmental authority; provided, however, that the party so affected shall promptly notify the other party of the force majeure event and use commercially reasonable commercial efforts to continue performance with reasonable dispatch whenever such events have concluded.

11. Miscellaneous. All outstanding payment obligations for services satisfactorily rendered prior to termination, suspension, or expiration of this Agreement and any other obligations in this Agreement that are ongoing obligations of the parties and intended to survive shall survive any termination, suspension or expiration of this Agreement. This Agreement is governed by the laws of the State of Florida without reference to conflicts of laws. Venue for any and all actions arising out of this Agreement shall be the County of Brevard, Florida. No failure or delay in exercising or enforcing any right or remedy under this Agreement, including the failure to invoice in a timely manner shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is only to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable. Neither party may assign this Agreement in whole or in part without the other party's prior written consent except that either party may assign this Agreement to a successor in interest without requiring such consent in the event of a reorganization, merger, consolidation or sale of all or substantially all of its assets or stock ("Change of Control"). Any attempted assignment not in connection with a Change of Control without the non-assigning party's prior written consent shall be void. In the event of a dispute arising out of this Agreement, each party shall be responsible for its own attorney's fees. All notices, authorizations, and requests in connection with this Agreement shall be deemed given one (1) business day after they are sent by air express courier or upon receipt if sent by electronic mail (with receipt-confirmation of successful delivery). All notices shall be delivered to Five9 via email (currently billing@five9.com) or to its then-current corporate headquarters as listed on the Five9 website; and to Customer at its billing address or email address as provided by Customer to Five9. Customer agrees that this Agreement, including the Service Order, comprises the entire understanding between Five9 and Customer, and supersedes any prior agreements or correspondence them with respect to the subject matter of this Agreement. The parties expressly agree that this Agreement does not in any manner convey any rights or remedies upon any person or entity other than the parties executing this Agreement and their respective successors and assigns. No amendment of this Agreement will be binding unless it has been signed by Customer and Five9. This Agreement may be executed in counterparts, each of which will be deemed an original and taken together will constitute one single agreement between the parties with the same effect as if the signatures were upon the same.

12. Confidential Information. Confidential information shall mean non-public information of a party to this Agreement which the Customer is not required by the Florida Public Records Act, Ch. 119, Florida Statutes, to publicly disclose for inspection and copying. Confidential Information of Five9 includes its proprietary software and algorithms, methods, techniques, and processes revealed by the Software that constitute a trade secret as defined in Section 812.081, Florida Statutes, and as provided for in Sections

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815.04(3) and 815.045, Florida Statutes. Confidential Information does not include information that: (1) is or becomes known to the public without fault or breach of the receiving party; (2) the disclosing party regularly discloses to third parties without restriction on disclosure; or (3) the receiving party obtains from a third party without restriction on disclosure and without breach of a written non-disclosure obligation. Further, the parties agree that Confidential Information does not include Customer data stored within Five9's proprietary software or any input and/or output sensory displays of or from the proprietary software. Each party agrees to keep confidential and not disclose to any third party, and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information.

13. Public Records. Pursuant to Chapter 119, Florida Statutes, FIVE9 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 FIVE9 related, directly or indirectly, to the services provided to the Customer under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the Customer, may be deemed to be a public record, whether in the possession or control of the Customer or FIVE9. 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 FIVE9 are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the Customer's designated custodian of public records. Upon request by the Customer, FIVE9 shall promptly supply copies of said Public Records to the Customer. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during normal business hours of the FIVE9 be open and freely exhibited to the Customer for the purpose of examination and/or audit. Failure by FIVE9 to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the Customer upon delivery of a written notice of cancellation. If the FIVE9 fails to comply with this Section, and the Customer must enforce this Section, or the Customer suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to FIVE9's failure to comply with this Section, the Customer shall collect from FIVE9 prevailing party attorney's fees and costs, and any damages incurred by the Customer, for enforcing this Section against FIVE9. And, if applicable, the Customer shall also be entitled to reimbursement of all attorneys' fees and damages which the Customer had to pay a third party because of the FIVE9's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

14. Sovereign Immunity. The Customer 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 Customer's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the Customer's potential liability under state or federal law.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their respective duly authorized officer.

Customer		**Five9, Inc.**	
By:	_____	By:	DocuSigned by: Homero Salinas 2D935015D135493...
Name:	_____	Name:	Homero Salinas
Title:	_____	Title:	VP of SMB Sales
Date:	_____	Date:	4/30/2018 | 13:10 PDT

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Five9
Service Order

This Service Order, collectively with the Five9 Telecommunications Agreement and its addenda, the "Agreement", is entered into by and between Five9, Inc. ("Five9") and Customer named below. This Service Order is subject to the terms and conditions of the Agreement, in the event of any conflict between this Service Order and the Agreement, this Service Order will control. For the avoidance of doubt, if there are terms and conditions in the Agreement regarding subjects on which this Service Order is silent, such silence will not constitute a conflict and the terms and conditions in the Agreement will control.

Customer Information	Order Information
Customer Name: Verteks Consulting - City of Cocoa	**Order Type:** New Order
Account Number: 111852	**Order Term:** 12 Months
	Renewal Term: Up to two additional 12 month terms upon mutual agreement of the parties.
Shipping Address: 65 Stone St Cocoa FL 32922-7982	**Billing Frequency:** Monthly
	Payment Method: Check
Contact: Robert Beach	**Five9 Account Executive:** Melissa McPhun
Phone: 3214338550	**Phone:** (925) 201-2069
Email: rbeach@cocoafl.org	**Email:** mmcphun@five9.com

Quote / Order #: Q-51902

Quote Expires: 5/15/2018

MONTHLY SUBSCRIPTION SERVICES	CATEGORY	UNIT	QTY	NET SALES PRICE	EXTENDED
DID Subscription	1.15 VCC Phone Numbers	Number	1	USD 5.00	USD 5.00
				Total Due:	USD 5.00

ONE-TIME/ACTIVATION SERVICES	CATEGORY	UNIT	QTY	NET SALES PRICE	EXTENDED
RESPORG DID	1.15 VCC Phone Numbers	Number	1.00	USD 15.00	USD 15.00
Telecom Deposit	1.17 VCC Telecommunications	Concurrent User	10.00	USD 75.00	USD 750.00
				Total Due:	USD 765.00

Total Due:	USD 770.00

All prices are in USD and are exclusive of any taxes to which Customer may be subject.

Professional Services (including training) fees do not include travel and expenses for on-site work, Customer will be invoiced for these expenses at actual costs.

Upon account activation, Customer will have 24/7 access to Five9 Customer Support.

Terms of Service Order

Unless otherwise defined in this Service Order, capitalized terms shall have the meanings set forth in the Agreement. You represent that you have reviewed and agreed to the terms and expressly agree to all of the terms of this Service Order as of the date hereof (in the case of electronic signature, as of the date of that electronic signature), and in their then-current form on the date of any renewal of the Agreement. This Service Order will remain in effect until all subscriptions ordered under this Service Order have expired or have been terminated.

Communication Charges

Local, long distance and any related surcharges, taxes or fees shall be billed monthly and shall cover all call activity incurred by you since the previous billing date. Local and long-distance charges accrue on a call-by-call basis. You are responsible for any call activity incurred through your account. All rates quoted are set forth in US $ per minute. Rates subject to change on ninety (90) day notice. Detailed call reporting is available in Five9 Call Log reports. Rate lookup feature is available in Administrator role.

Fees and Payment

Subscriptions added during a given term will be pro-rated and billed for the remainder of the then-current term at the pricing applicable to then-existing subscriptions. Notice of a reduction in the quantity of any of the Services ordered above must be provided in writing at least thirty (30) days in advance. Five9 reserves the right to change fees or to institute new fees at any time. You will be notified at least ninety (90) days' in advance of the effective date of changes in fees or new fees via email. All fees listed in this Service Order are exclusive of any taxes. You will be responsible for all taxes, including sales or use taxes, imposed on such amounts, excluding taxes on Five9's net income. Payments shall be due 45 days after the date an invoice is received. All payments due from Customer and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. Five9 must invoice the City for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. If any undisputed amount owing by you for the Services is 30 or more days overdue, Five9 may, without limiting its other rights and remedies, suspend your access to the Services until such amounts are paid in full. Five9 will give you at least 10 days prior notice that your account is overdue before suspending access to the Services. You will communicate to Five9 complete and accurate billing and contact information on the Services at all times. All prepaid fees under this Agreement are non- refundable, except if your account is closed in good standing, under the terms of this Agreement, with all undisputed balances paid in full, the unused balance of Prepaid Long Distance shall be refunded to you. The Telecom Deposit shown above shall be applied to the final month's bill.

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ACCEPTANCE OF ORDER

Customer	**Five9, Inc.**
By:	By: DocuSigned by: Homero Salinas 2D935015D135493...
Name:	Name: Homero Salinas
Title:	Title: VP of SMB Sales
Date:	Date 4/30/2018 | 13:10 PDT

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FIVE9 TELECOMUNICATIONS AGREEMENT

ADDENDUM A

Local and Long Distance Rate Tables

Communication Charges: Local, long distance, and any related surcharges, taxes or fees shall be billed monthly and shall cover all call activity incurred by the Customer since the previous Customer Bill Date. Local and long-distance charges accrue on a call-by-call basis. Customer is responsible for any call activity incurred through its account. Local and long distance charges are computed and billed based upon the automatic number identification (ANI) as the calling number and the Dialed Number Identification Service (DNIS) as the called number and Pacific Standard Time as the originating time for each call. Customer's billed usage includes any and all connected calls, whether outbound or inbound, as determined by Five9's billing system. All connections to the Five9 server via "PSTN" (analog telephone line) rather than VoIP (internet) are billed as an outbound call for the entire connection time, and can substantially increase the bill. All calls are billed based on carrier connection made, regardless of agent connection to the call. Reporting of detailed call records is available from several reports, such as "CallLog1", in the Administrator or Supervisor portion of the Five9 system.

Type	Outbound	Inbound	Initial / Incremental Billing Increments (in seconds)
Interstate (US)	0.0100	0.0100	6.0/6.0
Intrastate (US)	0.0100	0.0100	6.0/6.0
Alaska	0.11700	0.19360	6.0/6.0
Hawaii	0.08160	0.03250	6.0/6.0
Canada	0.01600	0.03940	30.0/6.0
Other 10 digit calls	Market Rate	Market Rate	6.0/6.0
Other International	Market Rate	Market Rate	varies
Outbound to toll free	0.0140	N/A	6.0/6.0
Directory Assistance	1.00000	N/A	60.0/60.0

Notes: All rates quoted in US$ per minute. Interstate calls are calls where the call originates and terminates in different states based upon the ANI and DNIS. Intrastate calls are calls where the call originates and terminates in the same state based upon the ANI and DNIS. Rates subject to change with 90 day notice; reduction in rates may occur without notice. Any call (xxx)- 555-xxxx is billed as Directory Assistance. Payphone: $0.80 connection fee per call, plus prevailing call charges. All inbound calls, whether to 8xx "toll free" numbers or area code specific DIDs are subject to the rates shown. Detailed call reporting is available in Five9 Call Log reports. Rate lookup feature is available in Administrator role. All rates shown above are for comparison to rates quoted by telephone providers. Actual billing rates in Call Log data and invoicing include a surcharge relating to the cost of applicable surcharge, tariffs, and other fees.

Five9 recommends that Customer 'scrub' its lists prior to use to remove unwanted call numbers.

RESOLUTION NO. 2018-050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2018; 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, 2017, and ending on September 30, 2018, at a Special Meeting held on September 25, 2017, and said final budget was subsequently re-adopted and ratified by the City Council at a Special Meeting held on November 14, 2017 due to an advertisement error; 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 2017-2018 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 10th day of July, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 07/03/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 1,800)	001-1103-516.52-00		OPERATING SUPPLIES	$ 308,420	$ 488,378	$ 486,578	$ 24,080
$ 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
($ 1,800)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 1,800	001-1103-516.41-00		COMMUNICATION	$ 57,513	$ 78,291	$ 80,091	$ 12,093
$ 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
$ 1,800	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Council previously approved the purchase of the ShoreTel phone system and Five9 Cloud Contact Center platform. The City of Cocoa is requesting council to approve a resolution amending the Fiscal Year 2018 budget and approve the purchase of six additional agent licenses. Agenda 18-286

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 07/10/18 *RESOLUTION #:* 2018-050

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

7/3/18 Lea Taylor Digitally signed by Lea Taylor Date: 2018.07.03 11:53:59 -04'00'	7/3/18 Lea Taylor Digitally signed by Lea Taylor Date: 2018.07.03 12:06:08 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
7/3/18 Matthew Fuhrer Digitally signed by Matthew Fuhrer DN: cn=Matthew Fuhrer, o=City of Cocoa, ou=City Manager's Office, email=mfuhrer@cocoafl.org Date: 2018.07.03 11:59:18 -04'00'	7/3/18 Lora Howell Digitally signed by Lora Howell Date: 2018.07.03 14:25:41 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Approved 07/13

Revised eform 9/20/17 - IT

Legislation Details (With Text)

File #:	18-276	**Version:**	1	**Name:**	Special Event Ordinance and Fee Schedule Revisions
Type:	Ordinance			**Status:**	Public Hearing
File created:	6/27/2018			**In control:**	City Council
On agenda:	7/10/2018			**Final action:**	
Title:	Ordinance No. 04-2018/2nd & Final Reading: Amending Chapter 2 Administration, Article XI Special Events and Parades regarding applications for special event and parade permits. (Assistant to the City Manager/Public Relations Specialist)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 04-2018 Special Events.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 27, 2018
Agenda Date: July 10, 2018
Prepared By: Samantha Senger, Asst to the City Mgr/Public Relations Specialist
Through: John A. Titkanich, Jr., AICP, ICMA-CM
Requested Action:
Approve second reading of ordinance No. 04-2018 amending Special Events and Parades.

BACKGROUND:

The City of Cocoa rents out public facilities for the use of special events. Section 2-402 is the Special Events Ordinance, which regulates special events at public facilities. Recent changes to the Special Events Ordinance include:

- February 2016: Limiting the number of special event road closures per calendar year.
- March 2015: Clarifying the noise limitations as it relates to special events.
- April 2014: Reducing the 10% Special Event Fee for Cocoa Village non-profits.
- June 26, 2018: Adoption of a Master Fee Schedule by resolution which adjusted the 10% Special Event fee for special events.

Staff is recommending the following revisions to the Special Event Ordinance and Special Event Fee Schedule:

- Revise the definition *City sponsored event* to remove the word sole sponsor and change to primary sponsor. Also change those events that are considered *City sponsored events* to include Cocoa Rotary Party in the Park, Fiesta Brevard, Mardi Gras Paws in the Park and Cocoa Mardi Gras and remove those events that are City run events.
- Change the definition of *Non-city sponsored events* to include events not sponsored by the

city.

- Remove section 2-402.(a)(2)f. allowing recurring events to be permitted for a maximum of three consecutive years and requiring all events to permit annually.
- Revised Sec. 2-402. (c)(1) and (2) to accurately reflect the electronic approval process that is now in place for special event applications instead of special events review committee meetings.
- Revised Sec. 2-402. (g)(3) to remove the restriction of metal beverage containers at special events.
- Revised Sec. 2-402. (i) to also include the words or equivalent yardage when requiring an eight cubic yard dumpster at special events.
- Revise Sec. 2-402. (k) *Exemption of city sponsored events*. City Sponsored events should be required to follow the same regulations as set forth in this ordinance.
- Revise Sec. 2-402 (l)(6) to reflect the new process of checking out the metal people barricades from Leisure Services instead of renting those items out and to put requirements on when temporary street closure signage must be placed up and taken down following the event.
- Remove Sec. 2-402 (o)(1) and (2): Fees will be reflected in the revised Master Fee Schedule by resolution.
- Revise Sec. 2-402 (p)(2) to reflect payment for all Public Safety and Personnel hours must be paid in advance of the special event and any adjustments can be made following the event.
- Revise Sec. 2-403. (b)(1) to require parade applications to be submitted on the same schedule as special events, 60 days in advance of the parade.
- Revise Sec. 2-403. (c)(1), (2), and (3) to reflect the same approval time frames for parades as special events.
- Revise Sec. 2-403. (d)(1) to revise the time frame denials are delivered to the applicant.
- Revise Sec. 2-403 (j) to adjust the time frame a street closure sign must be posted prior to a parade.

STRATEGIC PLAN CONNECTION:

As part of the emotional image of the City of Cocoa, staff set out a goal to expand the marketing of special events, facilities and recreation. By streamlining the permitting and fees associated with special events, it will better position us to market and promote our facilities and premiere facilities for special events.

BUDGETARY IMPACT:

Revenues will be accurately budgeted for FY 2019 to reflect the revised fee schedule which was approved by resolution on June 26, 2018.

PREVIOUS ACTION:

Council has approved previous revisions to the Special Events Ordinance and Fee Schedule in the past with most recent changes approved in 2014, 2015 and 2016.

RECOMMENDED MOTION:

Staff recommends the approval of the second reading of ordinance No. 04-2018 amending Special Events and Parades.

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ORDINANCE NO. 04-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 2 ADMINISTRATION, ARTICLE XI SPECIAL EVENTS AND PARADES REGARDING APPLICATIONS FOR SPECIAL EVENT AND PARADE PERMITS; 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), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, City staff has conducted a periodic review of the City's permit application procedures for special events and parades and has recommended that the procedures and timelines be amended as set forth herein to streamline and improve the permit process; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. **Amendment to Chapter 2, Article XI.** The City of Cocoa Code of Ordinances, Chapter 2, Article XI, Special Events and Parades is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Chapter 2, Article XI. It is intended that the text in Chapter 2, Article XI denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

ARTICLE XI. - SPECIAL EVENTS AND PARADES

Sec. 2-401. - General provisions.

*** * ***

(d) *Definitions.* The following terms as used in this article shall have the following meaning respectively ascribed to them unless the context clearly indicates otherwise. All references to the singular shall also encompass the plural.

* * *

City sponsored event shall mean any special event for which the city is the ~~sole~~ primary sponsor, but which event is not necessarily planned or conducted by the city. City-sponsored events include, but are not limited to: ~~the Memorial Day event, the July 4th celebration, and the holiday tree lighting~~ Cocoa Rotary Party in the Park, Fiesta Brevard, Mardi Paws in the Park and Cocoa Mardi Gras.

* * *

Non-city sponsored event shall mean any special event that is not ~~solely~~ sponsored by the city~~, and shall include events that are co-sponsored by the city~~.

* * *

Sec. 2-402. - Special event.

(a) *Application; application fees.* Permit applications for a single special event or a series of special events shall be filed with the leisure services manager, accompanied by the requisite application fee(s) and submitted on forms approved by the city council as set forth herein. In addition to the information required upon the application, applicants shall provide a site plan and internal security plan as attachments to the application.

* * *

(2) *Series of special events.*

* * *

~~f. Subject to the provisions of this article, recurring annual special events may be permitted for a maximum of three (3) consecutive years pursuant to a negotiated special events agreement approved by the city council.~~

(3) No provision in or requirement of this Article shall be construed as to prohibit the City and an applicant from entering into a negotiated special event agreement.

* * *

(c) *Application review; criteria to grant permit.*

(1) Upon receipt of the completed application and application fee, as required by this section, the date(s) of the special event will be conditionally reserved on the leisure services master calendar pending final approval by the city manager. The leisure services manager shall forward copies of the application to the special events review committee, which shall consist of the leisure services manager and representatives from the departments of police, fire/emergency medical services, and public works for review. ~~The special events review committee shall meet~~ Department review is typically conducted electronically and will be submitted to each department thirty (30) to forty-five (45) days prior to each special event~~ to review the application,~~. Each department will review the application, endorse comments thereon and determine the number of extra personnel hours cost estimated to be required from such departments. The leisure services manager shall inform the applicant of the special events review committee's comments and estimated costs. The comments so forwarded shall be retained with the application file.

(2) Within five (5) days of the special events review committee ~~meeting~~ approval process, the leisure services manager shall forward a recommendation of approval, denial, or approval with conditions to the city manager. The city manager shall be charged with the responsibility and authority to determine whether a particular applicant should be granted a special event permit in the time, manner and place proposed; whether modifications in the special event as to time, manner and place shall be required, according to criteria established by this section; or whether such permit shall be denied altogether.

*** * ***

(g) *Alcoholic beverages.* Any alcohol sales or consumption conducted at the special event shall be in accordance with federal, state, and local law. All required state licenses must be on file with the leisure services manager at least ten (10) days prior to the special event start date. The following rules apply whenever alcohol is served or sold at a special event:

*** * ***

(3) No glass ~~or metal~~ beverage containers may be sold to, provided for, or used by event attendees for the purpose of beverage or food consumption. Souvenir glass and metal containers may be sold but may not be used for consumption on the event site. All glass or metal souvenir containers sold must be sealed and packaged while in the special events area.

*** * ***

(i) *Sanitation.* One eight cubic yard dumpster (or equivalent yardage) must be utilized for every two thousand (2,000) people in attendance at the special event. The applicant shall submit an invoice or receipt from the dumpster provider evidencing that this requirement is met at least ten (10) days prior to the start of the event. Dumping in an unapproved dumpster is prohibited. For events that are longer than one (1) day in duration, all dumpsters must be emptied at least

once each day by a waste service provider. All temporary garbage containers must be removed from the property no later than the day after the conclusion of the event. All fees associated with securing the required dumpsters and garbage containers shall be paid by the applicant. At the conclusion of the special event, the applicant shall ensure that all trash and debris is picked up and disposed of properly. In the event the city expends funds to clean up after a special event, such funds will be deducted from the applicant's damage and clean-up deposit and any additional fees above and beyond that deposit will be invoiced to the applicant.

*** * ***

(k) *No Exemption for city sponsored or city organized events*. All applicants for ~~non-city sponsored~~ special events must submit an application according to the rules and regulations set forth in this section. ~~Only c~~City sponsored events and city organized events, as defined in section 2-401 of this Code, shall not be exempt ~~there~~from such requirement.

(l) *Closure or gating of public property and streets.*

*** * ***

(6) Barricades and temporary signage for approved street closures shall be provided by the applicant or ~~rented~~ checked out from the city. All barricades and temporary signage provided by the applicant shall be approved by the city manager, or his or her designee, ~~police chief~~ prior to the special event. It shall be the responsibility of the applicant, in coordination with the ~~police department~~ leisure services manager, or his or her designee, to setup and breakdown the barricades and temporary signs at the approved times, as set-forth upon the permit. The applicant shall post temporary signs for street closures at least ~~twenty-four (24)~~ forty-eight (48) hours prior to the start of the special event. All temporary signage must be removed by the applicant within twenty-four (24) hours following the conclusion of the special event.

*** * ***

(o) Fee Schedule; *Deposits; special event fee; Service fees; permit fees.* The city council shall adopt by resolution a special event fee schedule which itemizes all applicable fees and charges imposed in accordance with this Article to defray City costs and expenses related to implementing this Article. Unless otherwise exempt pursuant to section 2-404, any applicant seeking to make application for and obtain a special event permit shall agree to pay to the city the fees required under the special event fee schedule adopted by the city council. ~~a special event fee as set forth herein and shall agree to accept the classification and conditions in accordance with this section and pay the prescribed permit fees and deposits, as amended from time to time, and adopted by resolution of the city council.~~

(1) No later than thirty (30) days prior to each special event being held, applicants shall make full payment to the city for the facility rental fees, sanitation fee, damage and clean-up deposit, public safety costs and ~~and/or~~ special use fee(s). Applicants seeking approval

of a series of special events shall be responsible for deposits and fees for each special event and shall make payment to the city for each special event consistent with the requirements of this subsection.

~~(2) Within seven (7) calendar days of the conclusion of the special event, applicants shall pay to the city ten (10) percent of the gross revenue derived by the special event. Failure to timely submit payment required by this subsection shall subject applicants to an additional five percent penalty fee. Payment shall be submitted to the leisure services department and shall be accompanied by a detailed accounting of all gross receipts (monies) received by the applicant from whatever source and in whatever manner, from or by the special event. Failure or refusal to provide a detailed accounting shall preclude applicants from seeking future or additional special event permits under this article. "Gross receipts" shall include, but shall not be limited to, admission fees, ticket or merchandise sales, parking fees, food and beverage sales and other similar type receipts. When an applicant is a not-for-profit entity having its principal place of business located within the Cocoa Village, and as a principal function, engages in and expends funds to promote, market and advertise the Cocoa Village, the city manager may authorize said applicant to subtract the costs associated with city services and city fees and/or the amount of any prize money awarded as part of the special event from gross revenue prior to calculating the ten (10) percent due to the city under this subsection, provided that the applicant has not received any other financial assistance from the city within the current fiscal year. Any such authorization shall be in writing and at the sole discretion of the city manager.~~

~~(3)~~(2) No applicant for or recipient of a special event permit shall be required to provide for or pay for the cost of public safety personnel necessary to provide for the protection of special event attendees from hostile members of the public or counter-demonstrators, or for general law enforcement outside the vicinity of the special event. The holder of a permit shall be required, however, to provide an internal security plan, as that term is defined in this article, and shall be required to provide and pay for off-duty police officers and private security guards in order to implement such plan. In determining the adequacy and appropriateness for any internal security plan, the city manager shall be guided solely by considerations of the number of off-duty police and private security guards necessary to provide for internal security for the special event production area and the control of traffic generated by the special event, as indicated by experience with similar events. To this end, the city manager may consider the advice and counsel of public safety professionals and persons with expertise in handling or promoting similar events including, but not limited to, the leisure services manager.

In evaluating the internal security plan, the city manager shall not take into account the message of the special event, the content of any speech, the identity or associational relationships of the applicant or any assumptions or predictions as to the amount of hostility which may be aroused in the public by the content of speech or message conveyed by the special event. The internal security plan shall specify that the number of

off-duty police officers hired by the applicant shall be the same or more than the number of private security guards hired for such purpose. At the option of the applicant, the security forces under the internal security plan may be comprised entirely of off-duty police officers.

~~(4)~~(3) All approved applicants will be categorized into one (1) of the following groups and assessed security deposits accordingly:

*** * ***

(p) *City of Cocoa Personnel Services.*

*** * ***

(2) *Payment for services.* ~~Approved applicants shall pay the city for the personnel services provided at the special event at the set rate provided in the special event fee schedule, within five (5) business days following the conclusion of the special event.~~ At least thirty (30) days prior to the special event, approved applicants shall provide full payment to the City for the estimated cost of all City personnel services required and provided by the City for the special event. The City shall utilize the most recently adopted special event fee schedule in estimating the cost of required City personnel services. Any revisions in required City personnel services provided at the special event will be either invoiced or refunded, as is appropriate, within fourteen (14) days following the conclusion of the special event.

*** * ***

Sec. 2-403. - Parades.

*** * ***

(b) *Application.*

(1) Any person or organization which desires to hold a parade must submit a completed ~~make~~ application for a parade permit at least twenty (20) days prior to the proposed parade, but no sooner than one (1) year ~~no later than seven (7) business days nor more than one hundred eighty (180) days~~ prior to the date of the proposed parade.

*** * ***

(c) *Application review.*

(1) The leisure services manager shall immediately upon receipt of a~~n~~ completed application for a parade permit provide a copy of the same to the police chief and fire chief. The leisure services manager shall have five (5) days to determine whether an

application is deemed complete. Incomplete applications shall be return to the applicant with an explanation as to why the application is incomplete and a list of any information that is required to process the application. Applications deemed complete shall be forwarded to the police and fire chiefs for comments or suggestions. The police chief or fire chief shall provide any comments or suggestions to the leisure services manager within ~~one (1)~~ five (5) business days of receipt of a completed application.

(2) The leisure services manager shall then consider the comments and suggestions off the police and fire chiefs and provide a recommendation of approval, denial, or approval with conditions or modifications to the city manager within ~~one (1)~~ five (5) business days of receiving the comments and suggestions from the police and fire chiefs.

(3) The city manager shall take action to approve, deny, or approve with conditions or modifications the application for parade permit within ~~four (4)~~ five (5) business days after receiving the recommendation from the leisure services manager. ~~filing thereof.~~

*** * ***

(d) *Permit denial, approval with conditions or modifications.*

(1) If the city manager denies the application, notice of denial shall be delivered by hand delivery where practical within four (4) business days after the date upon which the application was filed, and where not practical by certified mail, return receipt requested. Where the notice is sent by mail, the same should be post marked not later than four (4) business days after the date upon which the application was filed. Such notice will state the reasons for denial of the permit.

*** * ***

(i) *Compliance: possession of permit.*

*** * ***

(3) Barricades and temporary signage for approved street closures shall be provided by the applicant or upon advanced notice and payment obtained from the city at the cost established by the special event fee schedule ~~resolution of the city council~~. All barricades and temporary signage provided by the applicant shall be approved by the city manager, or his or her designee, prior to the parade. It shall be the responsibility of the applicant, in coordination with the ~~police~~ leisure services department, to setup and breakdown the barricades and temporary signs at the approved times, as determine upon the permit.

(j) *Parking on parade route.* The ~~city~~ applicant ~~may~~ shall clearly post approved signs, at least ~~twenty-four (24)~~ forty-eight (48) hours in advance, along the involved areas to indicate they are part of a parade route, and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof. The signs will indicate the date and time frame that parking

is prohibited and will indicate that unlawfully parked vehicles will be impounded. No person shall be liable for parking on an un-posted street.

*** * ***

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 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 Commission of the City of Cocoa, Florida, in a regular meeting assembled on the 10th day of July, 2018.

_____
HENRY U. PARRISH III, Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: 06/26/2018
Legal Ad Published: 06/30/2018
Effective Date: 07/10/2018

Legislation Details (With Text)

File #:	18-281	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Council Busines
File created:	6/27/2018			**In control:**	City Council
On agenda:	7/10/2018			**Final action:**	
Title:	Approve Resolution No. 2018-048 establishing the Rolled-back Rate, adopt a Proposed Tentative Millage Rate, and set the date, time, and place for the first Public Hearing to consider the FY2019 Budget. (Interim Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	ResolutionTentative Millage Rate July 10 2018.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 29, 2018
Agenda Date: July 10, 2018
Prepared By: Lora Howell, Interim Finance Director
Through: John Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
Approve Resolution No. 2018-048 establishing the Rolled-back Rate, adopt a Proposed Tentative Millage Rate, and set the date, time, and place for the first Public Hearing to consider the FY2019 Budget

BACKGROUND:

Florida Statues 200.065 TRIM (Truth-In Millage) Compliance Regulations provides that municipalities shall adopt a Proposed Millage Rate, establish the Rolled-back rate, and set the date, time, and place of the first two public hearings. At the public hearings, City Council will consider the Proposed Millage Rate and the Tentative Budget.

Annually, by July 1st, the Brevard County Property Appraiser certifies to each taxing authority the taxable value of real property within the jurisdiction of the taxing authority (City). The Certification of Taxable Value (DR-420 Form) provided by the Property Appraiser reflects this year's property calculation on which next fiscal year's ad valorem revenues will be calculated. In addition, the Property Appraiser also certifies the Tax Increment Adjustment Worksheet (DR-420TIF Forms) for each Community Redevelopment Agencies (CRA) in the City. By August 4th of each year, the City shall advise the Property Appraiser of the Proposed Millage Rate, the current year's Rolled-back Rate and the date, time, and place of the first Budget Public Hearing. The attached resolution allows the City to comply with the statutory requirements.

The City of Cocoa's current millage rate is 5.9790. The City Council has the following options to adopt a proposed millage rate.

- 10.1549 is the Maximum Millage Rate that is 10% over the majority vote maximum millage rate and requires a two-thirds (2/3) vote of the City Council; however, s. 200.081, Florida Statutes limits a municipality to a maximum of 10 mills, except for voter approved levies.
- 9.2317 is the Majority Vote Maximum Millage Rate, adjusted for the change in per capita Florida personal income (1.0147) and requires a majority vote of the City Council.
- 5.9790 is the Current Millage Rate that can be maintained with a majority vote of the City Council.
- 5.6493 is the Rolled-back Rate that requires a majority vote of the City Council.
- Any Rate up to the Maximum Millage Rate (10 mills) is allowed by state law.

Please Note: The Proposed Millage Rate established by the City Council will allow the Council to adopt a millage rate during the Public Hearing at or below the rate voted this evening. This rate can be reduced, but cannot be increased unless taxpayers are re-noticed at the City's expense and the millage adoption process starts over.

The City of Cocoa's current year gross taxable value for FY2019 is $967,726,786, which is $76,897,147 or approximately 8.63% higher than last fiscal year's final gross taxable value. The projected total Ad Valorem tax revenue for FY2019 is $5,786,038, and staff is recommending maintaining the millage rate at the current rate of 5.9790 which is consistent with the City's Strategic Plan Goal to *Maintain Long-Term Fiscal Sustainability* and is supported by the General Fund financial analysis performed by Stantec. The current millage rate of 5.9790 enables the City to achieve long term fiscal sustainability.

The City is required to budget a minimum of 95% of $5,786,038, which equals $5,496,736 and results in an increase of $450,128 in ad valorem revenue over the FY2018 budget.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability - Through our strategic planning process the City committed to developing a financially sustainable revenue base and control expenses to support and deliver high quality municipal services. Toward that end, the City retained Stantec (Burton & Associates) to develop a long term financial analysis model, of which the analysis indicated the need for the City to maintain its current millage, as one of many recommendations, to place the City on a path of fiscal sustainability over the short-term (5 years) and long term (10 years).

BUDGETARY IMPACT:

As presented above, the City is required to budget a minimum of 95% of $5,786,038, which equals $5,496,736 and results in an increase of $450,128 in ad valorem revenue over the FY2018 budget. Of note, payment to the three (3) CRA's with a 5.9790 millage rate budgeted at 95% is as follows:

Cocoa/Downtown	$735,081
Diamond Square	$119,635

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U.S. 1 Corridor $198,953

Total Dedicated to the CRA's: $1,053,669

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve Resolution No. 2018-048 establishing the Rolled-back Rate, adopt a Proposed Tentative Millage Rate, and set the date, time, and place for the first Public Hearing to consider the FY2019 Budget

RESOLUTION NO. 2018-048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ESTABLISHING THE ROLLED-BACK MILLAGE RATE; ADOPTING A PROPOSED TENTATIVE MILLAGE RATE; AND SETTING THE DATE, TIME AND PLACE OF A PUBLIC HEARING TO CONSIDER THE PROPOSED TENTATIVE MILLAGE RATE AND TENTATIVE BUDGET FOR FISCAL YEAR 2019; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statute 200.065 expressly provides that municipalities shall adopt a Proposed Tentative Millage rate; and

WHEREAS, Florida Statute 200.065 requires that within 35 days of certification of value, each taxing authority shall advise the property appraiser of its proposed tentative millage rate, of its rolled-back millage rate and of the date, time and place at which public hearings will be held to consider the proposed tentative millage rate and tentative budget; and

WHEREAS, Florida Statute 200.65 provides that at the time of the adoption of the proposed tentative millage rate, the municipality shall set the date, time and place for a public hearing to consider the proposed tentative millage and the tentative budget; and

WHEREAS, Florida Statute 200.65 further requires that within 80 days of the certification of value, but not earlier than 65 days after the certification the governing body of each taxing authority shall hold a public hearing on the tentative budget and proposed tentative millage rate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. The rolled-back millage rate to be used for millage calculation for the City of Cocoa, Florida for Fiscal Year 2019 is set at 5.6493 mils.

SECTION 2. The proposed tentative millage rate for the City of Cocoa, Florida for the Fiscal Year 2019 is 5.9790 mils which is 5.83% greater than the computed rolled-back rate of 5.6510.

SECTION 3. A public hearing shall be held in the City of Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida on September 5, 2018 at 5:30 p.m.

to consider the proposed tentative millage rate and the tentative budget for Fiscal Year 2019.

SECTION 4. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 5. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED BY THE City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 10th day of July, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	18-285	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Council Busines
File created:	6/28/2018			**In control:**	City Council
On agenda:	7/10/2018			**Final action:**	
Title:	Approve a Resolution celebrating 50 years of Home Rule in the State of Florida. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution: Home Rule.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 28, 2018
Agenda Date: July 10, 2018
Prepared By: Carie Shealy, City Clerk
Through: John A. Titkanich, Jr., City Manager
Requested Action:
Approve a Resolution celebrating 50 years of Home Rule in the State of Florida.

BACKGROUND:

The U.S. Constitution makes no mention of the powers related to local governments, however, the 10th Amendment reserves those powers to the state. During the 18th century, cities and counties across the nation derived their powers from their state constitutions, and these local governments relied upon their respective state legislatures for all powers. In the 1860's, this was upheld in a court case called "Dillon's Rule", which held for most states through the end of the 1800's.

In the early 1900's states began to adopt "Home Rule" provisions where cities and counties were allowed to enact ordinances at the local level without the blessing or without the enactment of special acts, general laws of local application, or other similar measures.

In the 1968 Constitutional revision, Home Rule language was proposed and adopted. After several legal challenges, the Legislature adopted the Home Rule Powers Act in 1973 which ended challenges related to city and county powers. In Article VIII, Section 2(b) of the Florida Constitution, it states the following for municipalities:

"Municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services, and may exercise power for municipal purposes except as otherwise provided by

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law."

Home Rule powers in Florida are the most precious powers a city has, along with the ability to establish its form of government through charters, and to enact ordinances, codes, plans, and resolutions without having to obtain prior state approval is a great authority. Furthermore, to be able to enforce them at "home" and to make necessary changes as the city grows is a great reflection of the trust that citizens have in their respective leaders.

2018 marks the 50th anniversary of Home Rule in Florida, and attached is a Resolution for the City of Cocoa commemorating the anniversary.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Approve a Resolution celebrating 50 years of Home Rule in the State of Florida.

RESOLUTION NO. 2018-049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; HONORING FIFTY YEARS OF MUNICIPAL HOME RULE IN THE FLORIDA CONSTITUTION AND COMMITTING TO AN EDUCATIONAL INITIATIVE TO HELP FLORIDIANS UNDERSTAND THIS BENEFICIAL RIGHT PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida's voters placed municipal Home Rule powers into the Florida Constitution on November 5, 1968, during the regular elections as an amendment to Article VIII; and

WHEREAS, this power has enabled each city, town and village across the Sunshine State to consider, adopt, revise or remove its own laws without the need to seek legislative permission from the state and has further served as the foundation upon which every municipality builds its governmental structure; and

WHEREAS, the political climate within the Florida Legislature has recently included many attacks on these powers; and

WHEREAS, grassroots measures calling such actions wrong and declaring that local decisions be made at the local level by local officials must continue so that all legislators clearly understand Florida's Home Rule as a constitutional power and one upheld in state statutes; and

WHEREAS, a 50th anniversary is a fitting time for all municipalities to engage their respective citizens to educate them about the Florida Constitution and local laws, so that all Floridians may continue to receive the many benefits of Home Rule.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. That this anniversary presents a tremendous opportunity to educate all citizens about Florida's Constitution, municipal government and Home Rule authority, and that all necessary resources shall be provided for such public information.

SECTION 2. That the City of Cocoa will actively challenge all efforts to reduce or erode this cherished right and further employ all efforts to ensure state and federal government partners understand that a one-size-fits-all approach to governance is not in the interests of Florida citizens.

SECTION 3. That the tradition of local decision-making in Florida is essential to protect, as it provides each municipality the ability to preserve and enhance the myriad characteristics that make each one uniquely special and that maintains its quality of life.

SECTION 4. That the City of Cocoa will include this information on its website, as a regular agenda item for public discussion and within the City of Cocoa's services in as many outreach venues as possible.

SECTION 4. **Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 6. **Effective Date.** This Resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City of Council of the City of Cocoa, Florida, in a Regular meeting assembled this 10th day of July, 2018.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	18-265	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	6/20/2018			**In control:**	City Council
On agenda:	7/10/2018			**Final action:**	
Title:	Approve Task Order 2018-3 with CH2M for the Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements Project (CCRIP) Final Design, Permitting, Bidding, and Procurement Assistance. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO (2018-03) CH2M (7-10-18) $2514513 - UT Proposal - T.O. 2018-3 Dyal WTP Chemical Conversion				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 20, 2018
Agenda Date: July 10, 2018
Prepared By: Katherine Ennis, P.E., Utilities Deputy Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2018-3 with CH2M for the Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements Project (CCRIP) Final Design, Permitting, Bidding, and Procurement Assistance

BACKGROUND:

The scope of work of the CH2M Task Order includes the following Tasks for the CCRIP Project; Final Design (30%, 60%, and 100% Construction Documents), Permitting and Regulatory Agency Coordination, and Bidding and Procurement Assistance.

The CCRIP Project at the Dyal WTP is a major capital improvement project and the scope of work includes chlorine gas and anhydrous ammonia conversions, installation of a redundant 54-inch pump discharge transmission main and associated flow meter and vault, separation of high speed service pumps into a new building with new generators, and plant site improvements to include a new maintenance/training building, modifications to the plant main entrance road, improvements to main entrance security, other security improvements, and associated drainage improvements.

This project was identified to use funding from the issuance of the 2018 Revenue Bond. Council has previously passed a reimbursement resolution (Agenda 18-103) whereby capital funds expended ahead of the bond issuance can be reimbursed back to the City Reserves account. In order to

expedite the design and expenditure of bond funds, Staff recommends starting the design now. Upon receipt of the bond funding, the Finance Department will administratively update the source of funding to 2018 Bond and make the proper accounting entries to reimburse cash expended back to the appropriate account.

Staff recommends approval of this task order.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$2,514,513
Account Number	421-4055-536.63-00, WS1404
Account Name	Infrastructure
Source of Funds	Revenues

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve Task Order 2018-3 with CH2M for the Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements Project (CCRIP) Final Design, Permitting, Bidding, and Procurement Assistance.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=6343499&GUID=57D5BCDA-8EE3-4A51-8F4D-333841AC049F* is a secure document that has been embedded in this document. Double click the pushpin to view.



TASK ORDER 2018-3
JUNE 2018

Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements Project Final Design, Permitting, Bidding and Procurement Assistance

Background

As identified and scheduled in the Capital Improvement Plan, the City of Cocoa is progressing towards upgrades at the Claude H. Dyal Water Treatment Plant (WTP) which include chlorine gas and anhydrous ammonia conversions, and the addition of a redundant finished flow facility and replacement of the existing emergency generators. The Claude H. Dyal WTP consists of a surface water treatment plant with a rated capacity of 12 MGD (million gallons per day) expandable to 24 MGD, and a fully built out ground water train rated to treat 60 MGD. Average daily flows from the Dyal WTP annually are approximately 22.7 MGD. The disinfection system in place utilizes 4 ammoniators and 11 chlorinators, with associated storage and supply systems. The City of Cocoa intends to convert the existing storage, supply, and feed systems for these gas chlorinators and ammoniators to liquid sodium hypochlorite and ammonium sulfate. Project goal includes incorporating new disinfection chemicals into the existing and continuously operated plant, then decommissioning the old disinfection system. The City also intends to evaluate the potential change to the chlorine injection points for the minimization of THM formation.

Also, the City of Cocoa intends to improve the reliability of assets which are potential single points of failure. The redundant finished water pipeline and emergency generator replacement project scope includes the design of a new Generator/High Service Pumping (HSP) facility associated mechanical piping, a new 54-inch pump discharge transmission main and associated flow meter and vault, instrumentation and control improvements, new yard piping connecting the existing transfer pump discharge line to the new HSP suction line, and relocation and modification of the existing High Service Pumps #2 and #3. The new buildings will house two new 2-megawatt EPA Tier 4 generators to meet emissions compliance requirements, two (2) refurbished high service pumps, associated pipes and fittings, electrical equipment, control hardware, and pedestals and connections for future pumps. The City is investigating the addition of a chemical feed system to adjust the finished water quality. The City also to intends to add a potable pressurized main to create a loop to feed the existing 8-inch main loop on the south half of the plant site.

Further, the City of Cocoa is in the process of preparing a SCADA/Security Plan. A portion of the work from the SCADA/Security Plan will be implemented as part of this project only for the buildings and facilities which are part of this project. The work includes building cameras, door sensors, and extension of the fiber optic system from the new facilities/buildings to the existing control room.

Cocoa has decided to procure a Construction Manager at Risk (CMAR) to manage the construction of the project.

Scope of Work

Task 1 - Final Design

The project design will be carried out using a phased design delivery approach to assure a logical and progressive completion of the design work. The phases will be carried out sequentially and consist of the following:

Project Design Phases

Phase	Approximate Design Level	Design Phase Grouping
Conceptual Design	5%	Conceptual Design (complete)
Schematic Design	30%	Final Design
Design Development	60%	Final Design
Construction Documents	100%	Final Design

Each phase of design will include a specific list of work products and deliverables, which are identified in the individual sections. Design review workshops will be conducted with the City's personnel, key individuals from the CH2M HILL project team and others as needed; the design review workshops will be conducted at critical design milestones as identified below.

Task 1.1 Schematic Design Phase (30%)

The purpose of this task is to use the data and guidelines developed in the Conceptual Design Report, develop design concepts, and agree upon a single design concept prior to progressing to the next design phase. Survey and Geotechnical services are included in this task. The end products from this task will include preliminary drawings which will provide sufficient information for the City review and design team coordination and review. CH2M HILL will conduct an interactive workshop with the City's personnel prior to the conclusion of this task. Specific work activities and deliverables from this task are as identified below.

CH2M HILL will conduct a one-day workshop with the City's personnel to review the work products from the Conceptual Design Report. Final minutes from the workshop and the work products as defined above will be assembled in the Schematic design report and submitted to the City.

Task 1.2 Design Development Phase (60%)

The purpose of this task is to utilize the decisions of the project that were made in the previous phase and to complete and finalize the preliminary calculations of the previous phase, develop the project design to achieve a true "design freeze" at the conclusion of this phase. Structures, equipment, major plant piping, process, site plan are all finalized during this phase to allow final detailing of the same in the next phase of design. Also, plan and profile views of the 54-inch pipeline showing elevations and connection points and incorporating survey results for conflicts will be prepared in this phase.

CH2M HILL will conduct a one-day design workshop to review the work products with the City's personnel and other key project staff. The review drawings provided to the City will be extractions from 3-D models with limited annotation. Final workshop minutes, documenting the key decisions and the work products produced through subtasks above will be submitted to the City for review and comment.

Task 1.3 Construction Document Preparation (90% and Conformed Documents)

The purpose of this task is to develop the final contract drawings, specifications, and schedules for competitive bidding. Key activities during this phase will include:

- Prepare technical specifications and General Requirements.
- Coordinate with City on advertising and bidding process.
- Prepare final construction drawings.
- Prepare final calculations.
- Complete final checking and coordination review.

CH2M HILL will conduct a one-day workshop to conduct a final review of the work products with the City's personnel, the CMAR and other key project staff. The City will prepare one set of collated comments and submit them to CH2M HILL. Final workshop minutes, documenting the key decisions and responses to the City's and CMAR's comments will be submitted to the City.

CH2M HILL will modify the contract documents to reflect all agreed upon final review comments from the City, CMAR, applicable regulatory agencies and CH2M HILL's quality control review team. The final conformed documents will then be submitted to the City.

Basis of Design

The final design includes the following list of project elements and is based on the Claude H. Dyal Chemical Conversion and Reliability Improvements Project Conceptual Design Report (July 15, 2016) and as modified in the meeting minutes for the review of the Conceptual Design Report:

- New Finished Water High Service Pumping Facility
  - Pumps #2 and #3 from the existing High Service Pump Station will be relocated to the new Finished Water High Service Pumping Facility
  - Variable frequency drives will be provided for the relocated pumps
  - Existing High Service Pumps will have been refurbished by the City, but new motors will be required for the new variable frequency drives
- Maintenance/Training Building
- New Emergency Generators
  - Two Tier 4 generators will replace the existing plant generators
  - Develop construction sequencing for the incorporation of the new generators into the existing plant power system while maintaining or transitioning from existing generators
  - Integration of new generators with Closed Loop Transition upgrades
  - Develop a purchasing strategy for the generators for tax savings and project schedule reduction
  - Load estimation for sizing of generators
- Chemical Conversion
  - Replacement of existing gas chlorine and ammonia chemical systems with a new Sodium Hypochlorite and Ammonium Sulfate Storage and Feed Facilities

  - Replacement of existing carbon dioxide storage system with new storage tanks, vaporizers, and feed panels
  - Evaluation of the potential change to the chlorine injection points for the minimization of THM formation
- New Finished Water Redundant Pipeline and Flow Meter
- Security improvements includes building cameras, door sensors, and extension of the fiber optic system from the new facilities/buildings to the existing control room
- Chemical feed system for final water quality adjustment (if selected by the City).
- Water Treatment Plant Site Improvements
  - Topographic survey of the existing plant site and impacted portion of the undeveloped property to the north
  - Tree survey per Orange County regulations of the impacted portion of the undeveloped property to the north
  - Expand existing stormwater pond to incorporate future facilities and improvements
  - New guard shack at modified plant entrance at SR 520.
  - Landscaping buffer along SR 520 plant entrance
  - Groundwater transfer pump station discharge pipe modification to connect discharge line to the existing High Service Pumps suction line.
  - Potable pressurized main to create loop to feed existing 8 inch main loop on south half of site

Construction Cost Estimating

Cost estimating will be performed to provide a detailed cost estimate of the project based on the design submittals. The initial cost estimate will be prepared using the Schematic Design Submittal. The cost estimate will be updated as the design develops for each design submittal. Cost estimates will be prepared in accordance with the American Association for Advancement of Cost Estimating (AAACE) for the appropriate level of design and class of cost estimate.

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, CH2M HILL 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, CH2M HILL makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from CH2M HILL's opinions, analyses, projections, or estimates.

If the City wishes greater assurance as to any element of the project cost, feasibility, or schedule, the City will employ an independent cost estimator, contractor, or other appropriate advisor.

Deliverables

The following deliverables will be provided as part of this task:

- Schematic Design Report (Task 1.1 - 30% Design) – Six sets of the design report including preliminary drawings (11”x17”) and meeting minutes.

- Design Development Submittal (Task 1.2 - 60% Design) - Six sets of the design drawings (11”x17”) with plan and profile views with elevations and showing connection points and incorporating survey results for conflicts, draft specification list, draft design details and meeting minutes.
- Contract Documents (Task 1.3 - 90% Design) – Six sets of the construction drawings (11”x17”), specifications, design details and meeting minutes.
- Conformed Documents (Task 1.3) – It is assumed the CMAR will prepare the construction drawings (11”x17”), specifications, and design details for bidding the various packages for their subcontractors. Three sets of drawings, specifications and design details will be signed and sealed by CH2M HILL.
- Electronic copies (Adobe PDF) will be provided for each submittal.
- Permitting sets will be provided to the permitting agencies per the requirements of each agency.
- Construction cost estimates will be provided for the Schematic (Task 1.1 - 30%). With a CMAR approach, the CMAR will prepare 60%, 90%, and 100% construction cost estimates as part of their progressive GMP development. CH2M HILL to assist City of Cocoa in review of the 60%, 90% and conformed document estimates developed by the CMAR.

Assumptions

The following key assumptions were made in the compilation of this task and the estimation of the level of effort:

1. The design will be based on the federal, state, and local codes and standards in effect on the effective date of the authorization to proceed.
2. The design documents will be prepared for the CMAR to prepare individual bid packages.
3. The City will provide a Permit Allowance for the CMAR.
4. CH2M HILL master technical specifications (Division 01 – 49), as revised and amended by the City of Cocoa from previous projects, will be used as the basis for all specifications. The City will provide procurement and contracting requirements in Microsoft Word format for the CMAR to edit for project specific requirements. The Standard General Conditions and Supplementary Conditions will be developed by the City and the CMAR with review by the City Attorney and CH2M HILL.
5. A list of anticipated design drawings are attached as an appendix to this scope of work.
6. The drawings will follow CH2M HILL CAE/CAD standards. Microstation will be used to develop the drawings. CH2M HILL will convert from Microstation to AutoCAD for electronic deliverables to the City of Cocoa.
7. CH2M HILL will contract with and manage topographic survey and geotechnical investigation services required to complete the design. Geotechnical investigation includes borings for building foundation design and will include potholing for location of buried utilities along the route of the 54-inch pipeline.
8. Conventional spread foundations will be required for all new facilities. Over excavation, preload, piles, or underdrain systems are not required. The only existing structure near the new improvements which required another type of foundation is the Surface WTP clearwell which required construction on piles due to uplift, not the load-bearing capacity of the soils.
9. Design will include connection to existing utility systems such as basin drainage, water, and in-plant waste collection/disposal. No major new structures or equipment will be needed; however, a small

pump station may be required to pump wastewater from the new Maintenance/Training Building to the existing septic tank.

Task 2 – Permitting and Regulatory Agency Coordination

CH2M HILL will provide permitting assistance and regulatory coordination with the City of Cocoa. Permitting assistance and regulatory coordination will include the following tasks; however, CH2M HILL shall not be responsible for regulatory agency delays.

Task 2.1 Environmental Resource Permit Modification

CH2M HILL will prepare and submit supporting documentation, permit application and drawings to the SJRWMD for a modification to the environmental resource permit. Services under this task are limited to only modification of the existing stormwater system. One response to a request for additional information provided by SJRWMD or FDEP will be prepared.

Task 2.2 Florida Department of Environmental Protection Construction Permit

CH2M HILL will prepare and submit supporting documentation, permit application and drawings to FDEP for modification of the water treatment plant. The permit application will only be for a modification to the plant and no rerating will be required. One response to a request for additional information provided by FDEP will be prepared.

Task 2.3 Floodplain Mitigation

It is anticipated the 100-year flood zone near the plant entrance at S.R. 520 will be impacted by the access road improvements and stormwater pond relocation and expansion. Coordination with Orange County is required along with supporting documentation and calculations that the improvements are appropriately mitigated.

Task 2.4 Endangered Species, Tree Survey and Wetlands Delineation

The preliminary natural assessment performed during the Conceptual Design Phase identified potential impacts to federal and state endangered species and wetlands. Depending on the species, coordination with SJRWMD, FDEP, ACOE and U.S./Florida Fish and Wildlife is required. Coordination is carried out in conjunction with other required permits listed above as well as separate permitting.

Additionally, during the Conceptual Design Phase, the approximate extent of impact to existing trees was identified. Tree removal and replacement is required to meet Orange County's tree ordinance.

To complete this task, CH2M HILL will perform the following:

- Flag the small wetland area just north of the existing plant access road at S.R. 520
- Flag the wetland area south of the plant access road that is adjacent to the grass field at the front of the plant.
- Meet with FDEP in the field to get approval of the wetlands delineation
- Meet with United States Army Corp of Engineers in the field to get approval of wetlands delineation
- All surveying for the wetlands delineation is included in Task 1.1.
- Survey tree species in northern property within project limits
- Prepare permitting package, drawings, and exhibits, and respond to Request for Additional Information.

- Prepare location map, soils map, aerial, and quad map by GIS

Deliverables

The following deliverables will be provided as part of this task:

- Permitting sets will be provided to the permitting agencies per the requirements of each agency.
- Electronic copies (Adobe PDF) will be provided for each submittal.

Assumptions

The following key assumptions were made in the compilation of this task and the estimation of the level of effort:

1. The City will provide a Permit Allowance for the CMAR.
2. One response to each agency review comments has been budgeted.
3. Orange County Building Department permitting assistance services will be provided in the subsequent Services during Construction task order.

Task 3 – Bidding and Procurement Assistance

Cocoa has decided to procure a Construction Manager at Risk (CMAR) to manage the construction of the project. CH2M HILL will assist in soliciting Proposals for the procurement of a Construction Manager at Risk (CMAR) for the project. The CMAR will be procured early in the design phase so the CMAR can review the 30 percent design, perform a constructability review, and provide cost estimating services during the design.

During the Conceptual Design phase, CH2M HILL investigated and summarized past and present CH2M HILL project documents that provide CMAR contracting examples and presented them to Cocoa for consideration in developing the project procurement documents. CH2M HILL also assisted Cocoa in development of procurement strategies and options and the advantages and disadvantages of each. CH2M HILL provided examples of key components such as selection criteria, scoring approaches, Key Performance Indicators (KPIs) and/or shared savings approaches, and other procurement components.

CH2M HILL will provide additional services to assist the City in selection of a single CMAR for the construction of the project. These services will consist of the following.

Task 3.1 Assist in the Development of the RFP

CH2M HILL assisted Cocoa in development of the draft Request for Proposal (RFP) during the Conceptual Design phase.

CH2M HILL will prepare and conduct a pre-proposal Workshop and Site Visit (8 hours total) for the CMAR firms that are interested in responding. CH2M HILL will prepare presentation materials for Cocoa as well as handout materials. CH2M HILL will have three (3) representatives attend the workshop. CH2M HILL will summarize the technical questions raised at the workshop and submitted by workshop attendees within the published response time, and will prepare draft responses for Cocoa's consideration, and finalize once comments are received.

CH2M HILL will review the technical, contractual, and financial aspects of the RFP.

Task 3.2 Review of Pass/Fail Qualifications and Proposals from CMAR Firms

CH2M HILL will conduct a technical review of the Pass/Fail Qualifications of up to eight (8) CMAR firms that provided responses. This task will include preparation of a Pass/Fail review sheet/matrix, review of the technical content of the Pass/Fail information, development of a list of questions to be used for reference checks to be conducted by CH2M HILL, preparation of written comments provided to Cocoa to support Cocoa in technical review of the Pass/Fail information. CH2M HILL will attend one (1) review meeting with Cocoa to discuss the responses, reference checks and CH2M HILL's comments. If requested, CH2M HILL will meet individually with selection committee members to discuss its review.

Once the City has determined which CMAR firms met the Pass/Fail Criteria, CH2M HILL will review the technical responses from the remaining CMAR firms (assumed to be up to five) and prepare comments on the technical responses. This task will include preparation of a proposal review sheet/matrix for the technical requirements, review of the proposal technical contents against the RFP Design, provide an analysis of the proposed schedule and budget for each submittal, and provide Cocoa with written questions for clarification needed on any of the proposals. CH2M HILL will attend one (1) review meeting to discuss the technical review and CH2M HILL's comments.

CH2M HILL will review each firms' plans for pursuing necessary project permits, preparing permit applications, addressing the permit Request for Additional Information (RAI) process, and addressing existing and potential special conditions. CH2M HILL will review the permit applications prepared by the firm. CH2M HILL will submit comments to Cocoa.

CH2M HILL will review and comment on each the firm's procurement plan and approach in developing work packages to obtain the most competitive price. CH2M HILL will also review the firms' approach in prequalifying specialty subcontractors to perform the work.

CH2M HILL will review each firm's methodology in identifying project challenges and mitigation strategies. CH2M HILL will review project challenges associated with schedule, budget, and quality. CH2M HILL will comment on the methodology and provide comments as to the breadth of the methodology to address the design, permitting and construction.

CH2M HILL will review the firms' proposed fee for overhead and profit to determine reasonableness with fees on projects of similar size, type, and complexity.

If needed to make a final selection of the successful CMAR firm, CH2M HILL will assist Cocoa in developing technical questions that may be used to further evaluate the firms' proposals. The questions will be aimed at exploring technical information contained within each Proposal to gain a full understanding of the firm's understanding of the requirements of the design and their management of the construction of the project.

Task 3.3 Develop and Negotiate Final CMAR Contract

CH2M HILL will provide a draft negotiation plan for Cocoa's consideration. The draft plan will address contractual and technical issues, schedule, and responsibilities for finalizing a CMAR contract.

The City Attorney will prepare responses and comments to the initial contractual pre-negotiation comments by the CMAR firm. CH2M HILL will provide technical response support.

CH2M HILL will recommend a negotiation agenda and attend and support Cocoa in the negotiation sessions. Assumption is that there will be three (3) 4-hour negotiation sessions.

Task 3.4 Review of Guaranteed Maximum Price (GMP) Packages

The CH2M HILL design team will progress the design toward final design of the project while coordinating with the City and the CMAR. In order to optimize the schedule and delivery of the project

by the CMAR, components developed by the design teams will be strategically pulled into GMP packages by the CMAR for construction. This approach will keep the design progressing while making components on the critical path available to the CMAR for bidding and construction. All GMP packages will be finished through final design.

CH2M HILL will participate in a workshop with the City and the CMAR to determine what GMP packages will be prepared by the CMAR.

Bid support services will be provided for each GMP package including:

- Respond to bidders' questions and requests for additional information during the bidding phase. CH2M HILL will provide technical interpretation of the contract bid documents and will prepare responses to all bidder's questions and requests, which may be in the form of addenda. Addenda will be provided in .pdf format and sealed as necessary.
- Attend one pre-bid conference/workshop. It is assumed there will only be one conference/workshop for the entire project.
- Review each GMP for conformance with the project requirements including the estimated cost for each GMP package.
- Prepare conformed documents. CH2M HILL will incorporate changes to the documents resulting from addenda issued during bidding. Conformed documents will be provided in .pdf format.

Deliverables

The following deliverables will be provided as part of this task:

- RFP Development Assistance: CH2M HILL will attend the workshop/site visit (3 persons) and submit to Cocoa draft technical responses to CMAR firms' RFP questions received at the workshop and immediately following the workshop. It is anticipated that 25 questions will be received requiring a technical response by CH2M HILL. CH2M HILL will provide comments regarding technical, contractual and financial aspects on the draft RFP documents.

Assumptions for Bidding and Procurement Assistance

1. For support during the CMAR preconstruction planning, it is assumed that one Professional staff will attend monthly coordination meetings with the City and the CMAR for a period of 12 months.
2. If a VE/Coordination workshop is conducted, it is assumed that up to 8 Professional staff will attend the workshop and duration of the workshop is assumed to be up to 3 days.
3. For the GMP Package workshop, it is assumed that up to 4 Professional staff will attend the workshops and the duration of the workshop is assumed to be 1 day.
4. For the Pre-GMP Bid Package Review workshop, it is assumed that up to 4 Professional staff will attend the workshop and the duration of the workshop is assumed to be 1 day.
5. For all workshops, the City will coordinate and determine which City staff and CMAR staff will attend, and help schedule their participation.
6. All GMP packages will be finished through Final design.
7. It is assumed the CMAR will prepare and place advertisements and notices announcing or soliciting bids for the project. CMAR will make available copies of the bid documents to all prospective bidders.
8. It is assumed the advertisement period for each GMP for construction will be up to 60 days. It is assumed each contract for construction will be bid only once.

9. It is assumed the CMAR will receive all questions from bidders and forward to the City and CH2M HILL.
10. It is assumed the CMAR will develop up to 10 GMP packages.
11. It is assumed up to 3 addenda will be issued for each GMP. Addenda will be issued by the CMAR.
12. It is assumed pre-bid conference will be conducted at the City's offices. It is assumed only one pre-bid conference will be conducted for the entire project. It is assumed up to 4 Professional staff will attend the pre-bid conference. It is assumed CH2M HILL will not attend bid openings.
13. It is assumed the CMAR will provide the tabulation of bids, the evaluation of contractor bids, and a letter of recommendation.

Schedule

Project Schedule

Task/Activity	**Schedule**
Task 1 – Final Design	
Project Kick-off Meeting and Site Visit	4 weeks following Notice to Proceed
Schematic Design Report (Survey and Geotech services, Endangered Species, Tree Survey and Wetland Delineations Submittal, Flood Plain Mitigation, 30% Design Submittal)	16 weeks following Project Kick-off Meeting
Design Development Submittal (ERP Submittal, 60% Design Submittal)	12 weeks following Schematic Design Workshop
Construction Document Submittal (FDEP Construction Permit Submittal, 90% Design Submittal)	14 weeks following Design Development Workshop
Final Conformed Documents Submittal	3 weeks following Construction Document Submittal

Schedule for permitting activities and bidding/procurement assistance to be determined as the final design progresses to coordinate appropriately with the regulatory agencies and with City of Cocoa.

Compensation

Services proposed by CH2M HILL in this Task Order will be performed in accordance with the Agreement for Engineering Services for Design, Permitting, and Services During Construction for the Dyal Chemical Conversion and Reliability Improvements (AGREEMENT) approved by the City of Cocoa on January 26, 2016.

CH2M HILL proposes to perform the work described in Task 1 (excluding survey and geotechnical subcontracts) herein on a fixed fee basis. Subcontracts for survey and geotechnical investigations will be on a time and materials basis. Tasks 2 and 3 are proposed on a time and material basis with budgets between the sub-tasks and expenses being interchangeable as needed. The estimated total engineering fee including labor, subcontracts and expenses associated with the task order is shown in the table below.

Fee Estimate

Task Description	Labor Hours	Labor	Expenses & Subcontracts	Fee
Task 1 – Final Design				
Schematic Design (30%)	2,578	$ 409,037	$34,000	$ 443,037
Design Development (60%)	3,991	$ 602,431	$146,500	$ 748,931
Construction Document Preparation (90% and Conformed Documents)	6,214	$ 958,781	$84,500	$ 1,043,281
Task 2 – Permitting and Regulatory Agency Coordination	373	$59,849	$1,300	$61,149
Task 3 – Bidding and Procurement Assistance	752	$ 135,688	$ 7,200	$ 142,888
Owner's Allowance	406	$74,652	$575	$75,227
Total:	14,314	$2,240,438	$ 274,075	$ 2,514,513

Acceptance

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

Approved for City of Cocoa

By: _____

Title: _____

Date: _____

Accepted for CH2M HILL Engineers, Inc.

By: _____

Francois Didier Menard

Title: Vice President

Date: June 04, 2018

Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements Project Final Design, Permitting, Bidding and Procurement Assistance

1-Jun-18

		TASK 1			TASK 2											
		1.1	1.2	1.3	2.1	2.2	2.3	2.4	3.1	3.2	3.3	3.4	Owner's Allowance	Total Hours	Rate	Amount
Team Member	Per Diem Schedule Description	Hours														
Project Manager	Principal	160	162	162	2	2	2	2	24	84	18	32	140	790	$199.17	$157,344
Project Engineer	Mid- Level Professional Engineer/Scientist/Consultant	158	158	158	8	24	4	16	4	16	8	8	24	586	$166.44	$97,534
Design Manager	Senior Project Manager	240	262	602										1104	$199.17	$219,884
Architect	Mid- Level Professional Engineer/Scientist/Consultant	200	296	488								20		1004	$166.44	$167,106
Architectural Technician	Senior Construction Manager/Senior Designer	200	296	488										984	$155.59	$153,101
Structural Engineer	Senior Professional Engineer/Scientist/Consultant	148	232	368								20		768	$188.40	$144,691
Structural Technician	Construction Manager/Senior Technician	141	232	368										741	$125.06	$92,669
Process Mechanical Engineer	Mid- Level Professional Engineer/Scientist/Consultant	154	246	390								20		810	$166.44	$134,816
Process Mechanical Technician	Construction Manager/Senior Technician	98	176	270										544	$125.06	$68,033
Electrical Engineer	Mid- Level Professional Engineer/Scientist/Consultant	136	218	348								20		722	$166.44	$120,170
Electrical Technician	Senior Construction Manager/Senior Designer	132	218	348										698	$155.59	$108,602
Geotechnical Engineer	Mid- Level Professional Engineer/Scientist/Consultant	30	44	74										148	$166.44	$24,633
HVAC Engineer	Mid- Level Professional Engineer/Scientist/Consultant	57	86	144										287	$166.44	$47,768
HVAC Technician	Senior Construction Manager/Senior Designer	57	86	144										287	$155.59	$44,654
I&C Engineer	Mid- Level Professional Engineer/Scientist/Consultant	60	109	169										338	$166.44	$56,257
I&C Technician	Senior Construction Inspector	60	109	169										338	$111.34	$37,633
Plumbing Engineer	Mid- Level Professional Engineer/Scientist/Consultant	41	61	102										204	$166.44	$33,954
Plumbing Technician	Mid- Level Professional Engineer/Scientist/Consultant	41	61	102										204	$166.44	$33,954
Fire Protection Engineer	Senior Professional Engineer/Scientist/Consultant	17	26	43										86	$188.40	$16,202
Fire Protection Technician	Mid- Level Professional Engineer/Scientist/Consultant	17	26	43										86	$166.44	$14,314
Civil Engineer	Mid- Level Professional Engineer/Scientist/Consultant				40							20		60	$166.44	$9,986
Civil Technician	Senior Construction Manager/Senior Designer							40						40	$155.59	$6,224
Lead Technician	Construction Manager/Senior Technician	106	161	268										535	$125.06	$66,907
Specifications Processor	Office		275	275										550	$69.99	$38,495
Cost Estimator	Junior Professional Engineeer/Scientist/Consultant	53	0	0								217		270	$120.84	$32,627
Biologist	Mid- Level Professional Engineer/Scientist/Consultant							152						152	$166.44	$25,299
GIS Technician	Mid- Level Professional Engineer/Scientist/Consultant							40						40	$166.44	$6,658
Floodplain Engineer	Senior Professional Engineer/Scientist/Consultant						16							16	$188.40	$3,014
Alternative Delivery Consultant	Senior Reviewer/Consultant								8	58	32		128	226	$199.17	$45,012
CMAR Consultant	Senior Reviewer/Consultant								16	212		54	72	354	$199.17	$70,506
Quality Control Reviewer	Senior Reviewer/Consultant	106	159	265										530	$199.17	$105,560
Admnistrative Assistant	Office	166	210	291	4	4	1	16	6	24	8	40	42	812	$69.99	$56,832
	Hour Subtotals:	**2578**	**3909**	**6079**	**54**	**30**	**23**	**266**	**58**	**394**	**66**	**451**	**406**	**14,314**		
	Labor Subtotals:	**$409,037**	**$592,522**	**$942,468**	**$8,667**	**$4,673**	**$4,148**	**$42,361**	**$10,646**	**$74,849**	**$11,850**	**$64,565**	**$74,652**			**$2,240,438**
	Civil/Yard Piping Design	**$33,000**	**$49,500**	**$82,500**												**$165,000**
	Topographic Survey Subcontract - Southeastern		**$30,000**													**$30,000**
	Geotechnical Investigation Subcontract - Ardaman and Associates		**$50,000**													**$50,000**
	Landscape Architect - Scott Barber		**$15,000**													**$15,000**
	Miscellaneous Expenses (repro, shipping, etc.):	**$1,000**	**$2,000**	**$2,000**	**$100**	**$100**	**$100**	**$1,000**	**$2,500**	**$2,500**	**$200**	**$2,000**	**$575**			**$14,075**
	Task Total:	**$443,037**	**$739,022**	**$1,026,968**	**$8,767**	**$4,773**	**$4,248**	**$43,361**	**$13,146**	**$77,349**	**$12,050**	**$66,565**	**$75,227**	**$2,514,513**		**$2,514,513**

Task Key	
Task 1	**Final Design**
1.1	Schematic Design Phase (30%)
1.2	Design Development Phase (60%)
1.3	Construction Document Preparation (90% and Bid Documents)
Task 2	**Permitting and Regulatory Agency Coordination**
2.1	Environmental Resource Permit Modification
2.2	Florida Department of Environmental Protection Construction Permit
2.3	Floodplain Mitigation
2.4	Endangered Species, Tree Survey and Wetlands Delineation
Task 3	**Bidding and Procurement Assistance**
3.1	Assist in Development of RFP
3.2	Review Pass/Fail Qualifications and Proposals from CMAR Firms
3.3	Develop and Negotiate Final CMAR Contract
3.4	Review Guaranteed Maximum Price (GMP) Packages

CC RIP PROPOSED DRAWING LIST

0001	G-1	Cover Sheet
0002	G-2	Drawing List
0003	G-3	Abbreviations
0004	G-4	Architectural Legend
0005	G-5	Structural Legend
0006	G-6	Building Services Legend
0007	G-7	HVAC Legend
0008	G-8	Electrical Legend
0009	G-9	Electrical Legend
0010	G-10	Instrumentation & Control Legend
0011	G-11	Instrumentation & Control Legend
0012	C-1	Civil Site Plan
0013	C-2	Site Key Plan
0014	C-3	Enlarged Site Plan A
0015	C-4	Enlarged Site Plan B
0016	C-5	Enlarged Site Plan C
0017	C-6	Enlarged Site Plan D
0018	C-7	Erosion Control Plan
0019	C-8	Erosion Details
0020	C-9	Site Grading Plan A
0021	C-10	Site Grading Plan B
0022	C-11	Site Grading Plan C
0023	C-12	Site Grading Plan D
0024	C-13	Grading Sections and Details
0025	C-14	Grading Sections and Details
0026	C-15	Stormwater Management Plan
0027	C-16	Stormwater Sections and Details
0028	C-17	Entrance Road Layout
0029	C-18	Entrance Road Sections and Details
0030	C-19	Entrance Road Details
0031	C-20	Fence Sections and Details
0032	C-21	54-Inch Pipeline Plan and Profile
0033	C-22	Yard Piping Layout
0034	C-23	Yard Piping Layout
0035	C-24	Piping Connection Details
0036	C-25	Piping Connection Details
0037	C-26	Pipe Meter Layout
0038	C-27	Pipe Meter Details

0039	C-28	Standard Details
0040	C-29	Standard Details
0041	C-30	Standard Details
0042	C-31	Site Demolition
0043	C-32	Site Demolition
0044	C-33	Site Clearing
0045	C-34	Site Details
0046	I-1	PID High Service Pump Station
0047	I-2	PID Exist High Service Pump Station
0048	I-3	PID Generators
0049	I-4	PID Generator Chemicals
0050	I-5	PID Chemical Feed Site A
0051	I-6	PID Chemical Feed Site B
0052	I-7	PID Chemical Feed Site C
0053	A-1-1	Guard Shack Life Safety
0054	A-1-2	Elevations & Sections
0055	A-1-3	Details
0056	A-1-4	Details
0057	A-1-5	Schedules
0058	S-1-1	Guard Shack Foundation
0059	S-1-2	Guard Shack Sections & Details
0060	S-1-3	Standard Details
0061	BS-1-1	HVAC Layout, Sections, Details
0062	E-1-1	Electrical Layout
0063	E-1-2	Details
0064	A-2-1	Training Building Life Safety
0065	A-2-2	Training Building Layout
0066	A-2-3	Training Building Elevations
0067	A-2-4	Training Building Roof Plan
0068	A-2-5	Training Building Roof Sections
0069	A-2-6	Training Building Roof Details
0070	A-2-7	Training Building Locker Room Sections
0071	A-2-8	Training Building Locker Room Details
0072	A-2-9	Training Building Restroom Details
0073	A-2-10	Training Building Office Details
0074	A-2-11	Training Building Kitchen Details
0075	A-2-12	Training Building Details
0076	A-2-13	Training Building Details

0077	A-2-14	Training Building Details
0078	S-2-1	Training Building Foundation & sections
0079	S-2-2	Training Building Roof Plan & sections
0080	S-2-3	Training Building Wall Sections
0081	S-2-4	Training Building Wall Sections
0082	S-2-5	Training Building Wall Details
0083	S-2-6	Training Building Details
0084	S-2-7	Training Building Details
0085	BS-2-1	Training Building Plumbing Layout
0086	BS-2-2	Training Building Plumbing Risers
0087	BS-2-3	Training Building Plumbing Schedule
0088	BS-2-4	Training Building Plumbing Sections & details
0089	BS-2-5	Training Building Plumbing Details
0090	BS-2-6	Training Building Plumbing Details
0091	BS-2-7	Training Building HVAC Layout
0092	BS-2-8	Training Building HVAC Schedules
0093	BS-2-9	Training Building HVAC Sections & details
0094	BS-2-10	Training Building HVAC Details
0095	E-2-1	Training Building Electrical Plan
0096	E-2-2	Training Building Electrical Schedules
0097	E-2-3	Training Building Electrical Details
0098	E-2-4	Training Building Electrical Details
0099	E-2-5	Training Building Electrical Details
0100	A-3-1	Generator Building Life Safety
0101	A-3-2	Generator Building Floor Plan
0102	A-3-3	Generator Building Elevations
0103	A-3-4	Generator Building Wall Sections
0104	A-3-5	Generator Building Roof Plan
0105	A-3-6	Generator Building Roof Sections
0106	A-3-7	Generator Building Roof Details
0107	A-3-8	Generator Building Schedules
0108	A-3-9	Generator Building Louvers Details
0109	A-3-10	Generator Building Details
0110	FS-3-1	Generator Building Fire Safety Plan
0111	FS-3-2	Generator Building FS Sections
0112	FS-3-3	Generator Building FS Schedules
0113	FS-3-4	Generator Building FS Details
0114	FS-3-5	Generator Building FS Details

0115	S-3-1	Generator Building Foundation Plan
0116	S-3-2	Generator Building Foundation Sections & Details
0117	S-3-3	Generator Building Roof Plan
0118	S-3-4	Generator Building Roof Sections & Details
0119	S-3-5	Generator Building Roof Details
0120	S-3-6	Generator Building Walls Sections
0121	S-3-7	Generator Building Wall Details
0122	S-3-8	Generator Building Bridge Crane
0123	S-3-9	Generator Building Bridge Crane Details
0124	S-3-10	Generator Building Details
0125	S-3-11	Generator Building Details
0126	S-3-12	Generator Building Details
0127	BS-3-1	Generator Building Plumbing Plan
0128	BS-3-2	Generator Building Plumbing Risers
0129	BS-3-2	Generator Building Plumbing Details
0130	BS-3-4	Generator Building HVAC Plan
0131	BS-3-5	Generator Building HVAC Sections
0132	BS-3-6	Generator Building HVAC Schedules
0133	BS-3-7	Generator Building HVAC Details
0134	BS-3-8	Generator Building HVAC Details
0135	I-3-1	Generator Building I&C Plan
0136	I-3-2	Generator Building I&C Details
0137	I-3-4	Generator Building I&C Panels
0138	I-3-5	Generator Building I&C Details
0139	E-3-1	Generator Building Electrical Plan
0140	E-3-2	Generator Building Electrical Room
0141	E-3-3	Generator Building One-Line
0142	E-3-4	Generator Building Electrical Schedules
0143	E-3-5	Generator Building Electrical Details
0144	E-3-6	Generator Building Electrical Details
0145	E-3-7	Generator Building Electrical Details
0146	A-4-1	High Service Pump Building Life Safety Plan
0147	A-4-2	High Service Pump Station Plan
0148	A-4-3	High Service Pump Station Elevations
0149	A-4-5	High Service Pump Station Roof Plan
0150	A-4-6	High Service Pump Station Wall Sections
0151	A-4-7	High Service Pump Station Schedules
0152	A-4-8	High Service Pump Station Details

0153	A-4-9	High Service Pump Station Details
0154	S-4-1	High Service Pump Building Foundation Plan
0155	S-4-2	High Service Pump Station Roof Plan
0156	S-4-3	High Service Pump Station Wall Sections
0157	S-4-4	High Service Pump Station Wall Details
0158	S-4-5	High Service Pump Station Bridge Crane Plan
0159	S-4-6	High Service Pump Station Bridge Crane Sections & Details
0160	S-4-7	High Service Pump Station Details
0161	S-4-8	High Service Pump Station Details
0162	S-4-9	High Service Pump Station Details
0163	D-4-1	High Service Pump Station Piping Plan
0164	D-4-2	High Service Pump Station Pump Layout
0165	D-4-3	High Service Pump Station Pump Sections
0166	D-4-4	High Service Pump Station Pump Details
0167	D-4-5	High Service Pump Station Piping Sections
0168	D-4-6	High Service Pump Station Piping Details
0169	D-4-7	High Service Pump Station Piping Details
0170	BS-4-1	High Service Pump Building Plumbing Plan
0171	BS-4-2	High Service Pump Station Plumbing Risers
0172	BS-4-3	High Service Pump Station Plumbing Details
0173	BS-4-4	High Service Pump Station HVAC Plan
0174	BS-4-5	High Service Pump Station HVAC Schedules
0175	BS-4-6	High Service Pump Station Details
0176	BS-4-7	High Service Pump Station Details
0177	I-4-1	High Service Pump Building I&C Plan
0178	I-4-2	High Service Pump Station I&C Panels
0179	I-4-3	High Service Pump Station DI&C Details
0180	I-4-4	High Service Pump Station I&C Details
0181	E-4-1	High Service Pump Building Electrical Plan
0182	E-4-2	High Service Pump Station One-Line
0183	E-4-3	High Service Pump Station MCC
0184	E-4-4	High Service Pump Station Electrical Schedules
0185	E-4-5	High Service Pump Station Electrical Details
0186	E-4-6	High Service Pump Station Electrical Details
0187	D-5-1	High Service Pump Station 1 Pump Rehabilitation Plan
0188	D-5-2	High Service Pump Station 1 Pump 4 Modifications
0189	E-5-1	High Service Pump Station 1 Pump 4 VFD

0190	E-5-2	High Service Pump Station 1 Pump 4 MCC
0191	E-5-3	High Service Pump Station 1 Electrical Details
0192	I-5-1	High Service Pump Station 1 I&C Modifications
0193	I-5-2	High Service Pump Station 1 I&C Details
0194	A-6-1	Chemical Feed 1 Canopy Plan
0195	A-6-2	Chemical Feed 1 Canopy Sections
0196	D-6-1	Chemical Feed Facility 1 Plan
0197	D-6-2	Chemical Feed 1 Sections
0198	D-6-3	Chemical Feed 1 Isometric
0199	D-6-4	Chemical Feed 1 Details
0200	D-6-5	Chemical Feed 1 Details
0201	S-6-1	Chemical Feed 1 Foundation Plan
0202	S-6-2	Chemical Feed 1 Sections and Details
0203	E-6-1	Chemical Feed 1 Electrical Plan
0204	A-7-1	Chemical Feed 2 Canopy Plan
0205	A-7-2	Chemical Feed 2 Canopy Sections
0206	D-7-1	Chemical Feed Facility 2 Plan
0207	D-7-2	Chemical Feed 2 Sections
0208	D-7-3	Chemical Feed 2 Isometric
0209	D-7-4	Chemical Feed 2 Details
0210	D-7-5	Chemical Feed 2 Details
0211	S-7-1	Chemical Feed 2 Foundation Plan
0212	S-7-2	Chemical Feed 2 Sections and Details
0213	E-7-1	Chemical Feed 2 Electrical Plan
0214	A-8-1	Chemical Feed 3 Canopy Plan
0215	A-8-2	Chemical Feed 3 Canopy Sections
0216	D-8-1	Chemical Feed Facility 3 Plan
0217	D-8-2	Chemical Feed 3 Sections
0218	D-8-3	Chemical Feed 3 Isometric
0219	D-8-4	Chemical Feed 3 Details
0220	D-8-5	Chemical Feed 3 Details
0221	S-8-1	Chemical Feed 3 Foundation Plan
0222	S-8-2	Chemical Feed 3 Sections and Details
0223	E-8-1	Chemical Feed 3 Electrical Plan
0224	D-9-1	Chemical Feed Facility Plan (if selected by City)
0225	D-9-2	Chemical Feed Sections (if selected by City)
0226	D-9-3	Chemical Feed Isometric (if selected by City)
0227	D-9-4	Chemical Feed Details (if selected by City)

0228	D-9-5	Chemical Feed Details (if selected by City)
0229	S-9-1	Chemical Feed Foundation Plan (if selected by City)
0230	S-9-2	Chemical Feed Section and Details (if selected by City)
0231	E-9-1	Chemical Feed Electrical Plan (if selected by City)
0232	E-1	Electrical Site Plan
0233	E-2	Electrical Duct Banks
0234	E-3	Electrical Area Lighting Details
0235	E-4	Lightning Protection Plans
0236	E-5	Lightning Protection Plans
0237	E-6	Electrical Details
0238	E-7	Electrical Details
0239	E-8	Electrical Details
0240	R-1	Access Road Layout
0241	R-2	Road Plan & Profile
0242	R-3	Road Plan & Profile
0243	R-4	Road Plan & Profile
0244	R-5	Road Erosion Control
0245	R-6	Road Details
0246	R-7	Road Details
0247	R-8	Pond Layout
0248	R-9	Pond Sections
0249	R-10	Pond Sections
0250	R-11	Pond Details
0251	R-12	Pond Details
0252	R-13	Pond Erosion Control
0253	R-14	Pond Erosion Control
0254	R-15	Pond Erosion Control
0255	I-8	Modify Closed Loop System
0256	I-9	Modify Exist SCADA Block Diagram
0257	A-1	Arch Schedules
0258	A-2	Arch Schedules
0259	E-9	Security Site Plan
0260	E-10	Security-Guard Shack
0261	E-11	Security Admin Building
0262	E-12	Security-High Service Pump Station
0263	E-13	Security - Generator Building
0264	E-14	Security Details

0265	E-15	Security Details
0266	E-16	Security Details
0267	E-17	Fiber Optics
0268	E-18	Fiber Optics

Legislation Details (With Text)

File #:	18-270	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	City Business	
File created:	6/22/2018		**In control:**	City Council	
On agenda:	7/10/2018		**Final action:**		
Title:	Approve as recommended by the Employee Insurance Task Force (ITF) and City administration the proposed fiscal year 2019 benefit renewal for medical (which eliminates the Buy-Up Premier Plan), dental, flexible spending, and life insurances with associated providers; provide City administration a final determination on the vision carrier (Humana or EyeMed subject to a revised quote); and authorize the City Manager to sign related agreements. (Acting Administrative Services Director/Human Resources Manager)				
Sponsors:	Department Director				
Indexes:	benefits, insurance, medical				
Code sections:					
Attachments:	060418 - Cocoa - Stop Loss Renewal Evaluation 070818 - Cocoa - Executive Summary Full.pdf 050918 - Cocoa - Retail Vision Locations Evaluation 062818 - Cocoa - Life Disability Renewal Evaluation 062218 - Dental Renewal Evaluation 070618 - Cocoa - Vision Evaluation Final.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 26, 2018
Agenda Date: July 10, 2018
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, City Manager
Requested Action:
Approve as recommended by the Employee Insurance Task Force (ITF) and City administration the proposed fiscal year 2019 benefit renewal for medical (which eliminates the Buy-Up Premier Plan), dental, flexible spending, and life insurances with associated providers; provide City administration a final determination on the vision carrier (Humana or EyeMed subject to a revised quote); and authorize the City Manager to sign related agreements.

BACKGROUND:

Medical Health Plan

The City transitioned to a self-funded medical plan beginning in Fiscal Year 2016. By making this change, the City was able to avoid a potential fifteen percent (15%) increase in the medical plan versus only a five percent (5%) by being self-funded. Additionally, by being self-insured the City did not incur the Health Insurance Industry Fee, which was an estimated $109,658 savings, and is a

requirement under fully-insured plans.

City Staff has worked with the City's Benefit Broker, Gehring Group to hold several Insurance Task Force (ITF) Meetings. This is a committee made of different departmental and union representatives with the purpose to bring forth any concerns related to the City's benefit plans and to make recommendations on the following plan renewal. ITF committee meetings were held on February 20, May 18, and June 22. During the initial meeting on February 20, Gehring Group reviewed a summary of medical claims data with the members and trends of claims. Everyone was tasked to get feedback from their groups related to the City's health plan.

The City currently has three medical plan options, with the City contributions of 100% of the Employee Only Core Plan rate and 50% of the dependent coverage. Based on Medical Claims projections provided by Gehring, the claims experience in the Core Plan has been predominantly low but is trending higher in the Buy-Up Plans, especially in the Buy-Up Premier. As of the month ending May 2018, a summary of the current enrollment by plan and claims average per employee are:

Medical Plan	Total Employees	Net Claims/EE/Month
Core	329	$608.11
Buy-Up Basic	94	$1,242.95
Buy-Up Premier	22	$3,544.93

These trends have been happening the past three years, and have been shared with ITF committee members in the past. Based on the trends of claims on the buy-up plans, and the fact that their annual plan contributions are not covering their claims cost. For example, for the Premier Plan as of May claims, the plan funding for this plan is $194,244 and the plan has cost the City $717,567, making a $523,323 deficit for this plan alone. Due to this trend, the City and ITF members have been in favor of seeing higher plan increases in the Buy-Up plans versus the Core because that is where the plan is being utilized the most and what is driving the rate increases.

At the May 18 meeting, Gehring provided two different proposed medical plan scenarios for Fiscal Year 2019, one scenario eliminates the Buy-Up Premier Plan and condenses it to two plans. The only difference between the Buy-Up Basic and Premier is the calendar year deductible has a difference of $250 individual/$750 family plan. The second scenario eliminates both buy-up plans, moving to a single plan, and maintains all current level of benefits that are in the Core Plan. For the June 22 meeting, a third scenario was added to maintain all three plans, however a larger increase was placed on the buy-up plans due to claims experience being higher on those plans. A summary of the proposed options includes:

1. 7.5% increase to Core; 16.5% increase to BU Basic; 25.5% increase to BU Premier
2. 7.5% increase to Core; 17.5% increase to Buy-Up (Eliminate Buy-Up Premier)
3. 7.5% Single Plan (Eliminates both Buy-Up Basic and Premier)

The financial impact of the options includes:

	Option 1:		**Option 2 (Recommended):**		**Option 3:**	
	Annual	Increase	Annual	Increase	Annual	Increase

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City	$4,499,324	$313,906	$4,499,324	$313,906	$4,499,324	$313,906
Employee	$1,189,804	$225,520	$1,159,886	$195,602	$806,610	($157,674)
Total	$5,689,128	$539,426	$5,659,210	$509,508	$5,305,933	$156,232

In the June 22 meeting, there was an extensive discussion about the different options with committee members asking questions related to the different options. Out of the six ITF members present, four voted on the two-plan option and two voted for the single plan option. City Staff agrees with this recommendation.

One enhancement to this year's renewal was to lower the co-pay for Telehealth Services from $25 to $0. Lowering this service will help give employees an additional option for primary care at no-cost, in addition to the City's health center. In the past there has been discussion about making changes to some of the benefits, such as emergency room co-pay and/or advanced imaging. The City's co-pay amounts for these services are well below market averages. City Staff recommends maintaining these same levels of benefits for FY19's renewal and possibly revisiting on a future renewal.

During the renewal meetings for FY18 there seemed to be a lack of understanding of how the medical plan works and how to be a smart consumer when it comes to using the medical plan. To rectify this concern, City Staff held "Benefit Roadshow" Meetings in January 2018. Unfortunately, these meetings had very low attendance. We will build some of this education into the open enrollment employee meetings to help educate employees better. We also started meeting with the ITF committee more frequently to provide additional support. The goal of the added committee meetings and plan education is to help make our employees better users of the medical plan to help contain the costs and reduce future rate increases.

To summarize, Staff recommends renewing our self-insured plan with accepting the Insurance Task Force recommendation with a 7.5% on the Core Plan and combining the Buy-Up Plans with a 17.5% increase. The budgetary impact to the City will vary based on enrollment and staffing levels, but is expected to be approximately $313,906.

Medical Administrative Fee (Cigna) -The administrative fee covers claims processing and access to the plan's network. The administrative fee for FY19 will renew with no increase to the per employee per month fee at $46.36. The annual cost is estimated at $248,675. These fees are built into the plan funding under our self-insured plan.

Specific Stop Loss - Insurance policy to protect the City for medical and prescription claims costs for one individual that exceed $125,000 (deductible). As of May 2018, the City has received $766,339 in Stop Loss Reimbursements, which has covered the policy cost for the current year. The renewal for FY19 includes an approximate fourteen percent (14%) increase, from $146.04 per employee per month to $166.48 per employee per month. The estimated annual cost (based on current enrollment) is $892,999. These fees are built into the plan funding under our self-insured plan.

State Reserve Requirements - To ensure plan funding, the state of Florida (s.112.08, F.S.) requires self-funded groups to hold a minimum of sixty (60) days of claims and funds for potential incurred but not reported (IBNR) claims in reserves. The 60-days of claims estimates at $611,280 and the IBNR liability estimate is $227,177, totaling $838,457. These amounts were filed and accepted with the State of Florida by the actuary in January 2018.

Dental Plan - The initial rate proposal from Cigna proposed a 2.3% increase to the City's Dental Insurance Plan. After Gehring's negotiations, the final renewal resulted in no rate increase and no changes to the plan. The estimated annual premium, based on current enrollment is $384,020.

Vision Plan - Humana is the current vision provider with approximately 556 total participants, including retirees. There have been many issues with Humana over the past recent years with billing errors. Additionally, last year employees experienced problems with enrollment where Humana was showing our employees as coverage cancelled and new ID cards were requested on several occasions. Due to these errors, we requested Gehring to obtain quotes for new providers. An evaluation was done comparing Humana to three other providers, EyeMed, Superior, and VSP. These rates and schedule of benefits proposed were presented to the ITF Committee and City Staff. A summary of the vision evaluation is:

Provider	Rates (EE/Family)	Benefits	Network
Humana	$6.42/18.28 1-Year Rate	Diabetic Eye Care included; average benefits	Large network (uses EyeMed network)
EyeMed	$6.17/15.72 3-Year Rate	Contact lenses benefits less, out-of-network benefits are increased; 3-yr rate commitment	Large retail network
Superior	$6.29/17.90 3-Year Rate	Reduced level of benefits	Large retail network
VSP	$6.42/18.28 3-Year Rate	Increase of majority benefits, such as frames and contact lenses	Small retail network, large network of independent providers

The ITF Committee voted on renewing vision coverage with Humana and not switching providers at this time. The main reason provided was due to Humana having additional coverage for diabetic eye care. It should be noted, and it was explained to the committee that this coverage exists under the City's current medical plan; thus, there would be no loss of coverage for an employee requiring diabetic eye care. After further analysis of the benefits, Humana offers $20 more in contact lenses benefits. Although, EyeMed offers greater out-of-network benefits on contact lenses and frames. Staff requested Gehring Group to work with EyeMed on their quote to see if they would consider increasing the contact lenses benefit to match Humana's current level of benefits.

Subject to EyeMed revising their quote with level of benefits and a comparable rate to Humana, City administration recommends changing from Humana to EyeMed. This recommendation is not consistent with the ITF Committee's recommendation on Vision; thus City administration is requesting for City Council to make the final determination on which carrier for vision insurance.

Basic Life/Accidental Death and Dismemberment (AD&D) -Cigna has provided a two-year renewal with no increase. The rate premium is $.275 per $1,000 of coverage for Employee Life and Employee AD&D rate is $.04 per $1,000. The estimated annual cost is $76,755, which is based on the current annual employee salaries.

Supplemental Life Insurance (Employee paid benefit) - Cigna has provided a two-year renewal with

no increase. The rate premium is $.276 per $1,000 of coverage for Supplemental Employee Life and Employee AD&D rate is $.04 per $1,000. The estimated annual cost to enrolled employees is $55,839, which is based on the current annual employee salaries.

Short-Term Disability (STD) (Employee paid benefit) - Cigna has provided a two-year renewal rate with no increase. The rates vary by age bracket.

Long-Term Disability (LTD) (City paid benefit) - Cigna has provided a two-year renewal with no increase. The rate is $.39 per $100 of payroll. The annual estimate, based on current payroll is $44,817.

Employee Assistance Program (EAP) - The EAP is included again under Cigna at no cost.

Flexible Spending Account (FSA) - Staff recommends renewing with TASC again for the City's administrator for flexible spending. There is a conflict of information regarding the renewal rate. Gehring Group originally provided a renewal document in April showing a three-year rate guarantee of $3.65 However, the City recently received an email from TASC directly informing us of a 2.5% rate increase to $3.75. We request for City Council to approve up to $3.75 per participant, but we expect the negotiated amount to be $3.65. The annual cost based on current participation is approximately $4,995.

In summary, City Staff is requesting approval of the fiscal year proposed renewal for medical, dental, flexible spending, and life insurances with associated providers; requesting City Council's final decision on the vision provider; and the authorization for the City Manager to sign related agreements.

STRATEGIC PLAN CONNECTION:

Containing the City's health insurance cost while maintaining the same levels of coverage helps attract and retain qualified employees long-term.

BUDGETARY IMPACT:

Budgeted: Included in Proposed FY19 Budget

Provider	Plan (# Members)	FY2018 Annual City Cost	FY2019 Annual City Cost	Difference
Cigna	Core (326)	$ 3,124,251	$3,358,570	$234,319
	Buy Up Plans 94 +22	$ 1,061,167	$1,140,753	$ 79,586
	Health Subtotal	**$ 4,185,418**	**$4,499,323**	**$313,905**
Cigna	Dental (572)	$ 384,020	$ 384,020	$ 0
TBD	Vision (556)	$ 72,152	$ 72,152	$ 0
Cigna	Basic Life/AD&D	$ 76,755	$ 76,755	$ 0
Cigna	Long Term Disability	$ 51,455	$ 51,455	$ 0
TASC	Flexible Spending Account (111)	$ 4,862	$ 4,995	$133

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	Total City Plan Cost	**$ 4,372,363**	**$4,558,333**	**$ 314,038**
Cigna	Medical ASO Fees	$248,675	$248,675	$0
Cigna	Specific Stop Loss	$783,359	$892,999	$109,640
	Total Fixed Costs	**$1,032,034**	**$1,141,674**	**$109,640**

The fixed costs referenced above for the Medical ASO fees and Stop Loss policy are built into the medical plan funding.

State Reserve Requirements: It is required to fund reserves of 60-days of claims estimates at $611,280 and the IBNR liability estimate is $227,177, totaling $838,457.

The amounts above are estimates based on current enrollment of current employees and retirees. The medical plan includes current employees and retirees under age 65. These numbers do not include the City's Medicare Advantage Plan with United Healthcare which is on a calendar year renewal, which is usually brought to Council in the September timeframe.

PREVIOUS ACTION:

At a regular Council meeting on July 11, 2017, Council approved the proposed fiscal year 2018 benefit renewal for medical, dental, vision, flexible spending, and life insurances with associated providers and authorize the City Manager to sign related agreements.

At a regular Council meeting on July 12, 2016, Council approved the proposed fiscal year 2017 benefit renewal for medical, dental, vision, flexible spending, and life insurances with associated providers and authorize the City Manager to sign related agreements.

At the regular Council meeting on August 25, 2015, Council approved the proposed fiscal year 2016 benefit renewal for medical, dental, vision, flexible spending, and life insurances with associated providers and to authorize the City Manager to sign related agreements. In addition, Council approved Resolution 2015-051 for the City to absorb the Core Plan health insurance increase for PBA, IAFF, and general employees for fiscal year 2016 only.

RECOMMENDED MOTION:

Approve as recommended by the Employee Insurance Task Force (ITF) and City administration the proposed fiscal year 2019 benefit renewal for medical (which eliminates the Buy-Up Premier Plan), dental, flexible spending, and life insurances with associated providers; provide City administration a final determination on the vision carrier (Humana or EyeMed subject to a revised quote); and authorize the City Manager to sign related agreements.

City of Cocoa
Administrative Services & Reinsurance Evaluation
Effective Date: October 1, 2018
Current Medical Plan Design

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

		Current	Renewal (ISL Option 1)	Renewal (ISL Option 2)
	Enroll	2017-2018 Self-Funded	2018-2019 Self-Funded	2018-2019 Self-Funded
MEDICAL ASO/NETWORK FEES		**Cigna**	**Cigna**	**Cigna**
Total ASO Fee Medical	447	**$46.36**	**$46.36**	**$46.36**
ASO Fee		$46.36	$46.36	$46.36
HMCM Preferred Buyup (Optional)		N/A	N/A	N/A
One Guide (Optional)		N/A	N/A	N/A
Annual Administration Cost		**$248,675**	**$248,675**	**$248,675**
$ Increase		**n/a**	**$0**	**$0**
% Increase		**n/a**	**0.0%**	**0.0%**
SPECIFIC STOP LOSS	447	**Cigna**	**Cigna**	**Cigna**
Coverage		**Medical & Prescriptions**	**Medical & Prescriptions**	**Medical & Prescriptions**
Contract Terms		12/36	12/36	12/36
Specific Deductible		$125,000	$125,000	$150,000
Lifetime/Policy Maximum		Unlimited	Unlimited	Unlimited
Specific Stop Loss Premium		$146.04	$166.48	$139.46
Annual Premium		**$783,359**	**$892,999**	**$748,063**
$ Increase		**n/a**	**$109,640**	**($35,295)**
% Increase		**n/a**	**14.0%**	**-4.5%**
Total Fixed Costs		**$1,032,034**	**$1,141,674**	**$996,738**
$ Increase		**n/a**	**$109,640**	**-$35,295**
% Increase		**n/a**	**10.6%**	**-3.4%**

City of Cocoa
Employee Benefits EE/ER Cost Comparison
Effective Date: October 1, 2018

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

		Current				7.5% / 17.5% (Eliminate Buy-Up Premier)				
MEDICAL		**2017-2018 Cigna**				**2018-2019 Cigna**				
Core Plan	**326**	**Total Monthly**	**Employer Monthly**	**Employee Monthly**	**Employee Per Pay (48)**	**Total Monthly**	**Employer Monthly**	**Employee Monthly**	**Employee Per Pay (48)**	**EE Inc Per Pay**
Employee Only	*216*	$647.64	$647.64	$0.00	$0.00	$696.21	$696.21	$0.00	$0.00	$0.00
Employee + One	*60*	$1,270.26	$958.95	$311.31	$77.83	$1,365.53	$1,030.87	$334.66	$83.66	$5.83
Employee + Family	*50*	$1,869.44	$1,258.54	$610.90	$152.73	$2,009.65	$1,352.93	$656.72	$164.18	$11.45
Buy Up Basic Plan	**94**									
Employee Only	*63*	$751.94	$647.64	$104.30	$26.08	$883.53	$696.21	$187.32	$46.83	$20.75
Employee + One	*25*	$1,475.19	$958.95	$516.24	$129.06	$1,733.35	$1,030.87	$702.48	$175.62	$46.56
Employee + Family	*6*	$2,170.84	$1,258.54	$912.30	$228.08	$2,550.74	$1,352.93	$1,197.81	$299.45	$71.37
Buy Up Premier Plan	**22**					***Plan No Longer Offered***				
Employee Only	*17*	$803.88	$647.64	$156.24	$39.06	*$883.53*	*$696.21*	*$187.32*	*$46.83*	*$7.77*
Employee + One	*4*	$1,575.66	$958.95	$616.71	$154.18	*$1,733.35*	*$1,030.87*	*$702.48*	*$175.62*	*$21.44*
Employee + Family	*1*	$2,318.32	$1,258.54	$1,059.78	$264.95	*$2,550.74*	*$1,352.93*	*$1,197.81*	*$299.45*	*$34.50*
Total Medical Premium	**442**									
Annual Premium		**$5,149,701**	**$4,185,417**	**$964,284**		**$5,659,210**	**$4,499,324**	**$1,159,886**		
$ Increase / Decrease		**N/A**	**N/A**	**N/A**		**$509,508**	**$313,906**	**$195,602**		
% Increase / Decrease		**N/A**	**N/A**	**N/A**		**9.9%**	**7.5%**	**20.3%**		
DENTAL		**Cigna**				**Cigna**				
		Total	**Employer**	**Employee**	**EE Per Pay**	**Total**	**Employer**	**Employee**	**EE Per Pay**	**Inc**
Employee Only	*352*	$31.72	$31.72	$0.00	$0.00	$31.72	$31.72	$0.00	$0.00	$0.00
Employee + One	*109*	$79.71	$55.72	$23.99	$6.00	$79.71	$55.72	$23.99	$6.00	$0.00
Employee + Family	111	$109.44	$70.58	$38.86	$9.72	$109.44	$70.58	$38.86	$9.72	$0.00
Total Dental Premium	**572**									
Annual Premium		**$384,020**	**$300,880**	**$83,140**		**$384,020**	**$300,880**	**$83,140**		
$ Increase / Decrease		**N/A**	**N/A**	**N/A**		**$0**	**$0**	**$0**		
% Increase / Decrease		**N/A**	**N/A**	**N/A**		**0.0%**	**0.0%**	**0.0%**		
VISION		**Humana**				**EyeMed**				
		Total	**Employer**	**Employee**	**EE Per Pay**	**Total**	**Employer**	**Employee**	**EE Per Pay**	**Inc**
Employee Only	*350*	$6.42	$6.42	$0.00	$0.00	$6.32	$6.32	$0.00	$0.00	$0.00
Employee + Family	*206*	$18.28	$12.32	$5.96	$1.49	$16.86	$11.59	$5.27	$1.32	-$0.17
Total Vision Premium	**556**									
Annual Premium		**$72,152**	**$57,419**	**$14,733**		**$68,222**	**$55,194**	**$13,027**		
$ Increase / Decrease		**N/A**	**N/A**	**N/A**		**-$3,930**	**-$2,225**	**-$1,706**		
% Increase / Decrease		**N/A**	**N/A**	**N/A**		**-5.4%**	**-3.9%**	**-11.6%**		
BASIC LIFE/AD&D		**Cigna**				**Cigna**				
Benefits Volume		$20,305,450				$20,305,450				
Life Rate / $1,000		$0.275				$0.275				
AD&D Rate / $1,000		$0.040				$0.040				
Total Life/AD&D Premium		**Total**	**Employer**	**Employee**		**Total**	**Employer**	**Employee**		
Annual Premium		**$76,755**	**$76,755**	**$0**		**$76,755**	**$76,755**	**$0**		
SUPPLEMENTAL LIFE/AD&D		**Cigna**				**Cigna**				
Benefits Volume		$14,725,450				$14,725,450				
Supplemental EE Life Rate		$0.276				$0.276				
Supplemental EE AD&D Rate		$0.040				$0.040				
Total Supp. Life/AD&D Premium		**Total**	**Employer**	**Employee**		**Total**	**Employer**	**Employee**		
Annual Premium		**$55,839**	**$0**	**$55,839**		**$55,839**	**$0**	**$55,839**		
DISABILITY INSURANCE		**Cigna**				**Cigna**				
LTD Benefits Volume		$957,630				$957,630				
LTD Rate / $100 ***(Includes EAP Cost***		$0.390				$0.390				
Total LTD Premium		**Total**	**Employer**	**Employee**		**Total**	**Employer**	**Employee**		
Annual Premium		**$44,817**	**$44,817**	**$0**		**$44,817**	**$44,817**	**$0**		
STD Benefits Volume		$80,645				$80,645				
STD Rate		Age Banded Rates				Age Banded Rates				
Total STD Premium		**Total**	**Employer**	**Employee**		**Total**	**Employer**	**Employee**		
Annual Premium		**$37,159**	**$0**	**$37,159**		**$37,159**	**$0**	**$37,159**		
Total Benefits Premium		**Total**	**Employer**	**Employee**		**Total**	**Employer**	**Employee**		
Annual Premium		**$5,820,443**	**$4,665,288**	**$1,155,156**		**$6,326,021**	**$4,976,969**	**$1,349,052**		
$ Increase / Decrease		**N/A**	**N/A**	**N/A**		**$505,578**	**$311,682**	**$193,896**		
% Increase / Decrease		**N/A**	**N/A**	**N/A**		**8.7%**	**6.7%**	**16.8%**		

City of Cocoa
Vision Renewal Evaluation
Retail Chain Providers

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

	Humana (EyeMed Network)	EyeMed	Superior Vision	VSP*
America's Best	✔	✔	✔	
Costco			✔	
EyeMart			✔	
For Eyes	✔	✔	✔	
JC Penny Optical	✔	✔		
LensCrafters	✔	✔	✔	
MyEyeDr	✔	✔		✔
Pearle Vision	✔	✔	✔	✔
Sam's Club			✔	
Sears Optical	✔	✔	✔	
Target Optical	✔	✔	✔	
VisionWorks			✔	✔
Walmart			✔	

** VSP's network primarily consits of independent providers*

City of Cocoa
Basic Life Insurance Renewal Evaluation
Effective: October 1, 2018

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

	Current	Renewal
	Cigna	**Cigna**
Basic Life Benefit		
Class 1: Mayor & Council Members	$50,000	$50,000
Class 2: All other Full-Time Employees	1 X Annual Salary to a Max of $100,000	1 X Annual Salary to a Max of $100,000
Class 4: Executives	2 X Annual Salary to a Max of $200,000	2 X Annual Salary to a Max of $200,000
Features		
Waiver of Premium	Included	Included
Conversion Privileges	Included	Included
Accelerated Benefit	75% to Plan Maximum	75% to Plan Maximum
Age Reduction Schedule	65% at age 65 50% at age 70 35% at age 75	65% at age 65 50% at age 70 35% at age 75
Rate Guarantee	**Expires 9/30/2018**	**24 Months**
Employee Volume	$20,305,450	$20,305,450
Employee Life Rate / $1,000	$0.275	$0.275
Employee AD&D Rate / $1,000	$0.040	$0.040
Monthly Premium	**$6,396.22**	**$6,396.22**
Annual Premium	**$76,754.60**	**$76,754.60**
$ Increase / Decrease	**N/A**	**$0**
% Increase / Decrease	**N/A**	**0.0%**

City of Cocoa
Supplemental Life Insurance Renewal Evaluation
Effective: October 1, 2018

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

	Current	Renewal
	Cigna	**Cigna**
Optional Employee Life Benefit		
Class 1: Mayor & Council Members	$50,000 / $75,000 / $100,000	$50,000 / $75,000 / $100,000
Class 2: All other Full-Time Employees	Up to 3X Salary, not to exceed $300,000	Up to 3X Salary, not to exceed $300,000
Class 3: Retirees (after 2/1/03)	$10,000	$10,000
Class 4: Executives	Up to 3X Salary, not to exceed $300,000	Up to 3X Salary, not to exceed $300,000
Optional Dependent Life Benefit		
Family Benefit	Spouse: $5,000 Child(ren): $5,000	Spouse: $5,000 Child(ren): $5,000
Spouse Benefit	Up to $50,000, not to exceed 50% of EE Amount.	Up to $50,000, not to exceed 50% of EE Amount.
Child(ren) Benefit	14 Days to 6 Months: $500 6 Months to 19 Years: $10,000	15 Days to 6 Months: $500 6 Months to 19 Years: $10,000
Family Rate / Dependent Unit	**$1.370**	**$1.370**
Retiree Life Rate / $1,000	**$0.250**	**$0.250**
Spouse Life Rate / $1,000	**$0.310**	**$0.310**
Spouse AD&D Rate / $1,000	**$0.040**	**$0.040**
Child(ren) Life Rate / Child	**$0.200**	**$0.200**
Rate Guarantee	**Expires 9/30/18**	**24 Months**
Employee Volume	**$14,725,450**	**$14,725,450**
Employee Life Rate / $1,000	**$0.276**	**$0.276**
Employee AD&D Rate / $1,000	**$0.040**	**$0.040**
Monthly Premium	**$4,653**	**$4,653**
Annual Premium	**$55,839**	**$55,839**
$ Increase / Decrease	**N/A**	**$0**
% Increase / Decrease	**N/A**	**0.0%**

City of Cocoa
Voluntary Short Term Disability Evaluation
Effective Date: October 1, 2018

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

	Current		Renewal	
	Cigna		**Cigna**	
Eligibility	All Active Employees working 30 + hours / wk		All Active Employees working 30 + hours / wk	
Benefit	60%		60%	
Maximum Weekly Benefit	$1,000		$1,000	
Elimination Period for Accident	0 Days		0 Days	
Elimination Period for Sickness	7 Days		7 Days	
Benefit Duration	13 Weeks		13 Weeks	
Rate Guarantee	**Expires 9/30/2018**		**24 Months**	
Monthly Rates				
	Age Bracket	***Rate/$10***	***Age Bracket***	***Rate/$10***
Rates per $10 of Weekly Benefit	Under 25	$0.300	Under 25	$0.300
	25-29	$0.300	25-29	$0.300
	30-34	$0.300	30-34	$0.300
	35-39	$0.300	35-39	$0.300
	40-44	$0.300	40-44	$0.300
	45-49	$0.350	45-49	$0.350
	50-54	$0.400	50-54	$0.400
	55-59	$0.530	55-59	$0.530
	60-64	$0.650	60-64	$0.650
	65-69	$0.740	65-69	$0.740
	70-74	$0.810	70-74	$0.810
	75+	$0.880	75+	$0.880

City of Cocoa
Long Term Disability Insurance Renewal Evaluation
Effective Date: October 1, 2018

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

	Current	Renewal
	Cigna	**Cigna**
Benefits		
Eligibility	All Active Employees working 30 + hours / wk	All Active Employees working 30 + hours / wk
Benefit	60%	60%
Max. Monthly Benefit	$6,000	$6,000
Elimination Period	90 Days	90 Days
Definition of Disability	24 Month Own Occupation	24 Month Own Occupation
Benefit Duration	SSNRA	SSNRA
Waiver of Premium	Included	Included
Rate Guarantee Period	**Expires 9/30/2018**	**24 Months**
Premium		
Estimated Volume	**$957,630**	**$957,630**
LTD Rate / $100 Monthly Payroll	**$0.390**	**$0.390**
Monthly Premium	**$3,735**	**$3,735**
Annual Premium	**$44,817**	**$44,817**
$ Increase	**N/A**	**$0**
% Increase	**N/A**	**0.0%**

City of Cocoa
Dental Insurance Renewal Evaluation
Effective: October 1, 2018

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

		CURRENT		RENEWAL		NEGOTIATED RENEWAL	
SCHEDULE OF BENEFITS		**Cigna Dental PPO**		**Cigna Dental PPO**		**Cigna Dental PPO**	
Plan Basics		***In Network***	***Out of Network***	***In Network***	***Out of Network***	***In Network***	***Out of Network***
Annual Benefit Maximum		$1,500		$1,500		$1,500	
Deductibles							
Single		$25	$25	$25	$25	$25	$25
Family		$50	$50	$50	$50	$50	$50
Deductible Waived for Preventative Services		Yes	Yes	Yes	Yes	Yes	Yes
Benefits							
Preventative		100%	100%	100%	100%	100%	100%
Basic		80%	80%	80%	80%	80%	80%
Major		50%	50%	50%	50%	50%	50%
Orthodontic (Children & Adult)		50%		50%		50%	
Service Information							
Out of Network Benefits Payable Level		80th Percentile		80th Percentile		80th Percentile	
Waiting Period (Timely Entrants)		None		None		None	
Orthodontic Lifetime Max		$2,000		$2,000		$2,000	
Rate Guarantee		**Expires 9/30/2018**		**9/30/2019**		**9/30/2019**	
Monthly Premium							
Employee	352	$31.72		$32.46		$31.72	
Employee + One	109	$79.71		$81.57		$79.71	
Family	111	$109.44		$111.99		$109.44	
Monthly Premium	**572**	**$32,002**		**$32,748**		**$32,002**	
Annual Premium		**$384,020**		**$392,975**		**$384,020**	
$ Increase		**N/A**		**$8,955**		**$0**	
% Increase		**N/A**		**2.3%**		**0.0%**	

City of Cocoa
Vision Renewal Evaluation
Effective Date: October 1, 2018

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

		Current		Alternative #1	
SCHEDULE OF BENEFITS		**Humana Vision 130**		**EyeMed**	
Frequency		***In Network***	***Out of Network***	***In Network***	***Out of Network***
Exam		12 Months		12 Months	
Lenses		12 Months		12 Months	
Frames		24 Months		24 Months	
Exams					
Eye Exam		$0	Up to $30	$0	**Up to $40**
Retinal Imaging		Up to $39	Not covered	Up to $39	Not covered
Contact Lens Exams (Fit/Follow Up)					
Standard Contact Lens		Up to $55	Not Covered	**Up to $40**	Not Covered
Premium Contact Lens		10% off retail	Not Covered	10% off retail	Not Covered
Lenses and Frames [1]					
Single Lenses		$0	Up to $25	$0	**Up to $30**
Bifocal Lenses		$0	Up to $40	$0	**Up to $50**
Trifocal Lenses		$0	Up to $60	$0	**Up to $70**
Contact Lenses (Conventional)		Up to $150 15% off balance over $150	Up to $104	Up to $150 15% off balance over $150	**Up to $150**
Contact Lenses (Disposable)		Up to $150	Up to $104	Up to $150	**Up to $150**
Contact Lenses (Medically Necessary)		$0	Up to $200	$0	**Up to $210**
Frames		Up to $130 20% off balance over $130	Up to $65	**Up to $150 20% off balance over $150**	**Up to $105**
Diabetic Eye Care (2 svcs/yr)					
Eye Exam		$0	Up to $77	**Not Covered**	**Not Covered**
Retinal Imaging		$0	Up to $50	**Not Covered**	**Not Covered**
Extended Ophthalmoscopy		$0	Up to $15	**Not Covered**	**Not Covered**
Gonioscopy		$0	Up to $15	**Not Covered**	**Not Covered**
Scanning Laser		$0	Up to $33	**Not Covered**	**Not Covered**
Rate Guarantee		**Expires 9/30/2019**		**Expires 9/30/2022**	
Monthly Premium					
Employee	350	$6.42		$6.32	
Employee + Family	206	$18.28		$16.86	
Monthly Premium	**556**	**$6,013**		**$5,685**	
Annual Premium		**$72,152**		**$68,222**	
$ Increase		**N/A**		**-$3,930**	
% Increase		**N/A**		**-5.4%**	

[2] Plan covers contact lenses or frames, but not both, unless Eye Glass/Contact Lens Rider is purchased.

Legislation Details (With Text)

File #:	18-288	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	City Business
File created:	7/2/2018			**In control:**	City Council
On agenda:	7/10/2018			**Final action:**	
Title:	Ordinance No. 07-2018/1st Reading: Amending Section 2-51 of the City Code to modify City Council regular meeting days from Tuesday to Wednesday. (City Attorney)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 07-2018 City Council Meeting Times				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 2, 2018
Agenda Date: July 10, 2018
Prepared By: Carie Shealy, City Clerk
Through: Anthony Garganese, City Attorney
Requested Action:
Ordinance No. 07-2018/1st Reading: Amending Section 2-51 of the City Code to modify City Council regular meeting days from Tuesday to Wednesday. .

BACKGROUND:

At the Regular City Council meeting held on Tuesday, April 24, 2018, the idea of moving Regular City Council meetings from Tuesday to Wednesday was raised and briefly discussed by the City Council. The City Council directed that the City Attorney and Staff review the City Council's legal authority to amend the regular meeting day, review the impact on the current City board calendar and to report back to the City Council so the Council could consider whether or not to amend the regular meeting day.

Article III, Section 12(b) of the City Charter provides that the City Council shall meet regularly at such times and places as may be prescribed by ordinance, but in no event less than once each month. Pursuant to the requirements of the City Charter, the City Council has established regular City Council meeting times in accordance with Section 2-51 of the City Code, which currently requires that regular City Council meetings shall be held every second and fourth Tuesday of each and every month. Specifically, Section 2-51 provides:

Section 2-51(a): Time, place for regular meetings; procedure for cancelling meetings and calling special meetings.

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" The regular meetings *of the city council shall be held in the* council meeting *room in the Municipal* City *Hall building, such building being a publicly owned facility within the* city *limits, at 6:00 p.m. every second and fourth* ***Tuesday*** *of each and every month. The meeting time may be adjusted by* the *city council on a case-by-case basis to address special circumstances."*

Therefore, if the City Council desires to amend the regular City Council meeting to Wednesdays, Section 2-51 must be amended. For the City Council's convenience, the City Attorney has prepared the attached ordinance for consideration on first reading if the City Council desires to commence the ordinance adoption process, as required by the City Charter, to effectuate a change to Wednesdays.

If the City Council passes Ordinance No. 07-2018 on first reading, Staff anticipates bringing the ordinance back for second and final reading on July 23, 2018. If the ordinance is ultimately adopted by the City Council at that meeting, regular City Council meetings could be held on Wednesdays as early as next month.

Please be advised that if the meeting days are changed, it will require a calendar adjustment to new nights for the following boards in order to avoid a scheduling conflict:

- **Planning & Zoning Board:** meetings are the 2nd Wednesday of every month
- **Utilities Advisory Board:** Meetings are held quarterly on the 4th Wednesday of the month

STRATEGIC PLAN CONNECTION:

Ensuring that the most effective, efficient, and equitable delivery of services for the residents of Cocoa, by providing a more convenient day for citizens to attend public meetings and to be able to engage with their City and its representatives.

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council approved Ordinance No. 02-2013 on January 8, 2013, which changed the ***meeting time*** of City Council meetings.

RECOMMENDED MOTION:

Ordinance No. 07-2018/1st Reading: Amending Section 2-51 of the City Code to modify City Council regular meeting days from Tuesday to Wednesday.

ORDINANCE NO. 07-2018

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

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article III, Section 12(b) of the City Charter provides that the City Council shall meet regularly at such times and places as may be prescribed by ordinance, but in no event less than once each month; and

WHEREAS, pursuant to the requirements of the City Charter, the City Council has established regular City Council meeting times in accordance with Section 2-51 of the City Code, which currently requires that regular City Council meetings shall be held every second and fourth Tuesday of each and every month; and

WHEREAS, the City Council desires to modify Section 2-51 of the City Code to require the City Council to conduct regular meetings every second and fourth Wednesday of each and every month; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. **Amendment to Section 2-51 of the City Code Amendment.** The City of Cocoa Code of Ordinances, Section 2-51 is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions):

Sec. 2-51. - Time, place for regular meetings; procedure for cancelling meetings and calling special meetings.

(a) The regular meetings of the city council shall be held in the council meeting room in the Municipal City Hall building, such building being a publicly owned facility within the city limits, at 6:00 p.m. every second and fourth ~~Tuesday~~ Wednesday of each and every month. The meeting time may be adjusted by the city council on a case-by-case basis to address special circumstances.

(b) In the event a regular meeting coincides with a holiday or for any reason a quorum will not be available, the council by majority vote may cancel or reschedule such meeting.

(c) In the event the city manager becomes aware that a quorum of the council will not be available or that there is no business which needs to be presented to the council, the city manager may notify each available member of the council of the facts and, if there is no objection, cancel such regular meeting. No more than one (1) meeting per month may be cancelled by this procedure.

(d) Special meetings may be called by the mayor or the city manager as from time-to-time may be required.

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 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, and the City Council's regular meeting schedule shall change to Wednesdays as set forth in this Ordinance beginning in August 2018.

ADOPTED by the City Commission of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of July, 2018.

_____

HENRY U. PARRISH III, Mayor

ATTEST:

_____

CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

Legislation Details (With Text)

File #:	18-193	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	5/14/2018			**In control:**	City Council
On agenda:	7/10/2018			**Final action:**	
Title:	Approve vendor selection for award of RFP #P-18-17-COC, Professional Auditing Services; authorize the City Manager to negotiate and execute a multi-year contract with Moore Stephens Lovelace, P.A. (in a contract form acceptable to the City Attorney) through September 30, 2023 (audit of FY2022) and any approved renewal terms in the contract. (Interim Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Comparison.pdf Selection Committee Meeting Ranking Sheet for P-18-17-COC.pdf P-18-17-COC Submittal Tab Sheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 26, 2018
Agenda Date: July 10, 2018
Prepared By: Anne Quesada, Accounting Manager
Through: Lora Howell, Interim Finance Director
Requested Action:
Approve vendor selection for award of RFP #P-18-17-COC, Professional Auditing Services; authorize the City Manager to negotiate and execute a multi-year contract with Moore Stephens Lovelace, P.A. (in a contract form acceptable to the City Attorney) through September 30, 2023 (audit of FY2022) and any approved renewal terms in the contract.

BACKGROUND:

The CPA and Advisory firm of Carr Riggs & Ingram LLC has provided auditing services to the City of Cocoa for many years. The contract expired after completion of the FY2017 audit in March 2018. The Government Finance Officers Association (GFOA) recommends that “Governmental entities should undertake a full-scale competitive process for the selection of independent auditors at the end of the term of each audit contract, consistent with applicable legal requirements. Ideally, auditor independence would be enhanced by a policy requiring that the independent auditor be replaced at the end of the audit contract, as is often the case in the private sector.” GFOA also recommends that “Governmental entities should enter into multiyear agreements of at least five years in duration when obtaining the services of independent auditors. Such multiyear agreements allow for greater continuity and help to minimize the potential for disruption in connection with the independent audit. Multiyear agreements can also help to reduce audit costs by allowing auditors to recover certain

'startup' costs over several years, rather than over a single year." (GFOA *Best Practice: Audit Procurement*)

On May 14, 2018 the Purchasing Division broadcast the Request For Proposals (RFP) #P-18-17-COC for Professional Auditing Services and received eight (8) responses from twelve (12) plan holders. In accordance with Florida Statutes 218.391(4)(b), an Audit Committee ("Committee") was formed whose members are Matthew Fuhrer, Assistant City Manager; Lora Howell, Interim Finance Director; Cary Myers, Accounting Supervisor; Christi Grant, Staff Accountant; Mitchell Lawyer, Technical Services Supervisor; and Anne Quesada, Accounting Manager (non-voting). The Committee reviewed the written proposals, considered the sealed dollar cost proposals, and ranked the proposals. Although not the primary factor, one of the evaluation factors used during the RFP process in determining the Committee's ranking of proposed audit firms was price as allowed by Florida Statutes. Therefore, price as already been taken into account in submitting the rankings for the City Council's consideration. After reviewing the individual scoring of all proposals on June 22, 2018, the Audit Committee recommends Council approve the top-ranked proposer, Moore Stephens Lovelace P.A. ("MSL"), Orlando, Florida, for award of RFP #P-18-17-COC. Staff also requests Council to authorize the City Manager to negotiate and execute a multi-year contract with an initial term of five (5) years and five (5) optional successive one-year renewals in a contract form deemed acceptable to the City Attorney.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability, Goal 2, Objective 2.2: Engaging a qualified independent audit firm promotes greater transparency in financial matters and ensures the City is in compliance with all reporting requirements.

BUDGETARY IMPACT:

Cost is split equally between the General Fund and the Water/Sewer Fund.

Budgeted in FY2018	No
If not budgeted, is amendment/transfer attached?	No

Amount Requested	50% of annual fee
Account Number	001-1600-513.32-00
Account Name	Accounting & Auditing

Amount Requested	50% of annual fee
Account Number	421-4010-536.32-00
Account Name	Accounting & Auditing

FY2019 for audit of FY2018	$40,000 + 40,000 = $80,000
FY2020 for audit of FY2019	$40,000 + 40,000 = $80,000
FY2021 for audit of FY2020	$40,000 + 40,000 = $80,000
FY2022 for audit of FY2021	$41,000 + 41,000 = $82,000
FY2023 for audit of FY2022	$41,000 + 41,000 = $82,000

Optional one-year renewals:

FY2024 for audit of FY2023	$42,000 + 42,000 = $84,000
FY2025 for audit of FY2024	$42,000 + 42,000 = $84,000
FY2026 for audit of FY2025	$42,000 + 42,000 = $84,000
FY2027 for audit of FY2026	$43,000 + 43,000 = $86,000
FY2028 for audit of FY2027	$43,000 + 43,000 = $86,000

PREVIOUS ACTION:

On July 10, 2007 Cocoa City Council approved the audit selection committee's recommendation of Hoyman Dobson (now Carr Riggs & Ingram LLC) for auditing services and authorized staff to negotiate a contract on Council's behalf in accordance with F.S. 218.391.

On April 24, 2012 Cocoa City Council approved the multi-year letter of agreement between Carr Riggs & Ingram LLC and the City of Cocoa for auditing services for fiscal years 2012, 2013, 2014, 2015, 2016, and 2017.

RECOMMENDED MOTION:

Approve vendor selection for award of RFP #P-18-17-COC, Professional Auditing Services; authorize the City Manager to negotiate and execute a multi-year contract with Moore Stephens Lovelace, P.A. (in a contract form deemed acceptable to the City Attorney) through September 30, 2023 (audit of FY2022) and any approved renewal terms in the contract.

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				AUDIT OF FISCAL YEAR …														HOURLY RATE FOR ADDITIONAL SERVICES							
PROPOSER	SERVICE OFFICE	AUDIT HOURS		COST PROPOSAL	2018	2019	2020	2021	2022	5 yr total	5 yr rank	2023	2024	2025	2026	2027	10 yr total	10 yr rank		Partner	Manager	Supervisor or Senior	Specialist	Staff	Clerical or Admin	Other Levels	
Mauldin & Jenkins	Bradenton	500		See Notes 3 4 5	69,000	70,700	72,500	74,300	76,100	362,600	1	78,100	80,000	82,000	84,000	86,100	772,800	2		250	170	-	-	120	-	-	^ $5 every other year
Moore Stephens Lovelace	Orlando	650			73,000	74,000	75,000	76,000	77,000	375,000	2	77,000	78,000	78,500	79,000	79,500	767,000	1		225	165	135	200	100	75	-	
James Moore & Co.	Daytona Beach	740			80,000	80,000	80,000	82,000	82,000	404,000	3	84,000	84,000	84,000	86,000	86,000	828,000	4		260	190	145	180	105	85	-	
Berman Hopkins Wright & LaHam	Melbourne	476			82,000	82,000	82,000	82,000	82,000	410,000	4	82,000	82,000	82,000	82,000	82,000	820,000	3		351	-	225	200	140	110	-	
McDirmit Davis & Company	Orlando	560		excl's Single Audit	82,160	82,160	82,500	82,500	83,000	412,320	5	84,000	84,000	85,000	85,000	86,000	836,320	5		250	150	-	-	100	-	90	
Rehmann Robson	Vero Beach	527		See 1.c on pg 3	83,000	83,000	85,500	85,500	88,000	425,000	6	88,000	90,200	90,200	92,800	92,800	879,000	6		375	235-260	205	-	170-195	-	-	
Carr Riggs & Ingram	Melbourne	**655**			88,000	88,000	88,000	89,000	89,000	442,000	7	89,000	89,000	90,000	90,000	90,000	890,000	7		200	-	150	150	110	-	95	
Cherry Bekaert	Orlando	850			90,000	92,000	94,000	96,000	98,000	470,000	8	100,500	103,000	105,500	108,000	110,500	997,500	8		240	160	125	-	100	-	-	

Selection Committee Meeting for P-18-17-COC
Professional Auditing Services
Ranking Sheet
Friday, June 22, 2018

Committee Members -->	Lora	Mitch	Cary	Christi	Matt	Total
Vendors						
Cherry Bekaert, LLP						
Expertise and Experience (Past Experience,	60	52	51	35	53	**251**
Audit Approach (Audit Plan, Location)	27	29	27	20	17	**120**
Cost	5	6	7	5	3	**26**
Total Points Received	**92**	**87**	**85**	**60**	**73**	**397**
MSL CPAs & Advisors						
Expertise and Experience (Past Experience,	60	51	54	43	53	**261**
Audit Approach (Audit Plan, Location)	30	29	27	27	17	**130**
Cost	8	7	8	10	8	**41**
Total Points Received	**98**	**87**	**89**	**80**	**78**	**432**
James Moore & Co., PL						
Expertise and Experience (Past Experience,	60	50	53	40	48	**251**
Audit Approach (Audit Plan, Location)	27	27	25	25	17	**121**
Cost	10	9	10	10	9	**48**
Total Points Received	**97**	**86**	**88**	**75**	**74**	**420**
Maudlin & Jenkins						
Expertise and Experience (Past Experience,	60	53	53	45	51	**262**
Audit Approach (Audit Plan, Location)	27	24	24	23	16	**114**
Cost	10	9	9	8	10	**46**
Total Points Received	**97**	**86**	**86**	**76**	**77**	**422**
Rehmann Robson						
Expertise and Experience (Past Experience,	48	51	52	37	43	**231**
Audit Approach (Audit Plan, Location)	17	25	27	25	18	**112**
Cost	5	7	8	8	5	**33**
Total Points Received	**70**	**83**	**87**	**70**	**66**	**376**
McDirmit Davis & Co.						
Expertise and Experience (Past Experience,	60	49	53	45	49	**256**
Audit Approach (Audit Plan, Location)	25	29	28	27	19	**128**
Cost	5	8	8	10	6	**37**
Total Points Received	**90**	**86**	**89**	**82**	**74**	**421**
Berman Wright & Hopkins Laham						
Expertise and Experience (Past Experience,	42	50	53	50	43	**238**
Audit Approach (Audit Plan, Location)	27	28	28	30	20	**133**
Cost	7	8	9	10	7	**41**
Total Points Received	**76**	**86**	**90**	**90**	**70**	**412**
Carr, Riggs, Ingram, LLC						
Expertise and Experience (Past Experience,	60	50	53	50	43	**256**
Audit Approach (Audit Plan, Location)	30	29	27	30	23	**139**
Cost	3	7	6	8	4	**28**
Total Points Received	**93**	**86**	**86**	**88**	**70**	**423**

Prepared by Purchasing-dmk-06/25/18

CITY OF COCOA

PROPOSAL SUBMITTAL SHEET

DUE DATE: THURSDAY, JUNE 14, 2018

BID NUMBER: P-18-17-COC PROFESSIONAL AUDITING SERVICES

	Proposal Requirments									
VENDOR	**(1) Original, (7) copies,**	**Title Page**	**Table of Contents**	**Transmittal Letter**	**Completed Questionnaire**	**Technical Proposal**	**Additional Required Proposal Forms**	**Sealed Dollar Cost Proposal**	**Mandatory Forms**	
Cherry Bekaert, LLP									1. RFQ Cover Form and Signature Page	Y
800 N. Magnolia Ave									2. Business Reference List	Y
Suite 1300									3. Addenda Acknowledgements	N
Orlando, FL 32803									4. Certificate of Insurance	N
	Y	Y	Y	Y	Y	Y	Y	Y	5. Affidavit of Other Applicable Mandatory Criteria	Y
									6. Scrutinized Company Certification	Y
									7. Certification Regard Debarment & Suspension	Y
MSL CPAs & Advisors									1. RFQ Cover Form and Signature Page	Y
255 South Orange Avenue									2. Business Reference List	Y
Suite 600									3. Addenda Acknowledgements	N
Orlando, FL 32801-3428									4. Certificate of Insurance	Y
	Y	Y	Y	Y	Y	Y	Y	Y	5. Affidavit of Other Applicable Mandatory Criteria	Y
									6. Scrutinized Company Certification	Y
									7. Certification Regard Debarment & Suspension	Y
James Moore & Co., PL									1. RFQ Cover Form and Signature Page	Y
121 Executive Circle									2. Business Reference List	Y
Daytona Beach, FL 32114									3. Addenda Acknowledgements	Y
									4. Certificate of Insurance	Y
	Y	Y	Y	Y	Y	Y	Y	Y	5. Affidavit of Other Applicable Mandatory Criteria	Y
									6. Scrutinized Company Certification	Y
									7. Certification Regard Debarment & Suspension	Y
Mauldin & Jenkins									1. RFQ Cover Form and Signature Page	Y
1401 Manatee Ave West									2. Business Reference List	Y
Suite 1200									3. Addenda Acknowledgements	N
Bradenton, FL 34205									4. Certificate of Insurance	Y
	Y	Y	Y	Y	Y	Y	Y	Y	5. Affidavit of Other Applicable Mandatory Criteria	Y

VENDOR	(1) Original, (7) copies,	Title Page	Table of Contents	Transmittal Letter	Completed Questionnaire	Technical Proposal	Additional Required Proposal Forms	Sealed Dollar Cost Proposal	Mandatory Forms	
									6. Scrutinized Company Certification	Y
									7. Certification Regard Debarment & Suspension	Y
Rehmann Robson 5070 N. Hwy A1A Suite 250 Vero Beach, FL 32963	Y	N	Y	Y	Y	Y	Y	Y	1. RFQ Cover Form and Signature Page	N
									2. Business Reference List	Y
									3. Addenda Acknowledgements	N
									4. Certificate of Insurance	Y
									5. Affidavit of Other Applicable Mandatory Criteria	Y
									6. Scrutinized Company Certification	Y
									7. Certification Regard Debarment & Suspension	Y
McDirmit Davis & Company 934 North Magnolia Avenue Suite 100 Orlando, FL 32803	Y	N	Y	Y	Y	Y	Y	Y	1. RFQ Cover Form and Signature Page	N
									2. Business Reference List	Y
									3. Addenda Acknowledgements	N
									4. Certificate of Insurance	Y
									5. Affidavit of Other Applicable Mandatory Criteria	Y
									6. Scrutinized Company Certification	Y
									7. Certification Regard Debarment & Suspension	Y
Berman Wright & Hopkins Laham CPAS and Associates , LLP 1415 S. Washington Avenue Titusville, FL 32780	Y	Y	Y	Y	Y	Y	Y	Y	1. RFQ Cover Form and Signature Page	Y
									2. Business Reference List	Y
									3. Addenda Acknowledgements	N
									4. Certificate of Insurance	N
									5. Affidavit of Other Applicable Mandatory Criteria	Y
									6. Scrutinized Company Certification	Y
									7. Certification Regard Debarment & Suspension	Y
Carr, Riggs, Ingram, LLC 215 Baytree Drive Melbourne, FL 32940	Y	Y	Y	Y	Y	Y	Y	Y	1. RFQ Cover Form and Signature Page	Y
									2. Business Reference List	Y
									3. Addenda Acknowledgements	Y
									4. Certificate of Insurance	Y
									5. Affidavit of Other Applicable Mandatory Criteria	Y
									6. Scrutinized Company Certification	Y
									7. Certification Regard Debarment & Suspension	Y

Legislation Details (With Text)

File #:	18-231	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	6/7/2018		**In control:**	City Council	
On agenda:	7/10/2018		**Final action:**		
Title:	Reapprove Maintenance Agreement and Amendment with Canon Solutions America, Inc. (CSA) for the Oce Color Wave 650 and TC4 Scanner System as a Multi-year Agreement to be renewed automatically for successive one (1) year terms until either Party Terminates Agreement retroactive to the effective date of the Maintenance Agreement and Amendment. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Canon Maintenance Agreement Canon Amendment to Maintenance Agreement Email from Purchasing Manager				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 7, 2018
Agenda Date: July 10, 2018
Prepared By: Norma E. Hernandez, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To reapprove Maintenance Agreement and Amendment with Canon Solutions America, Inc. (CSA) for the Oce Color Wave 650 and TC4 Scanner System as a Multi-year Agreement to be renewed automatically for successive one (1) year terms until either Party Terminates Agreement retroactive to the effective date of the Maintenance Agreement and Amendment.

BACKGROUND:

On June 24, 2014, City Council approved a Maintenance Agreement with Canon Solutions America, Inc. (CSA) for the Oce Color Wave 650 and TCR 4 Scanner System and authorized the City Manager to execute subject agreement and amendment from June 24, 2014 through June 23, 2015. Purchase Orders were processed because the agreement approved by the City Council doesn't expire because maintenance of the equipment is necessary so long as the City leases the equipment. For internal purposes related to the issuance of future annual purchase orders for this Maintenance Agreement, Staff desires to clarify the apparent inconsistency between the agenda item previously presented to the City Council and the actual terms and conditions of the Agreement approved by the City Council by returning this matter to City Council so the City Council can expressly acknowledge and approve this Maintenance Agreement as a multi-year agreement to be renewed automatically every year until one of the parties terminates subject agreement.

This Maintenance Agreement previously approved by the City Council also stipulates that Canon Solutions America, Inc. may, once per 12-month period, adjust pricing for Maintenance Service Charges, or any component thereof, supplies and other materials, by a maximum of fifteen percent (15%).

At this time Staff is requesting that the City Council expressly acknowledge (and approve) that the previous approval of this Maintenance Agreement and Amendment was, and is, a multi-year agreement to be renewed automatically for successive one (1) year terms unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term. This acknowledgment and approval will clarify for Staff the apparent inconsistency expressed above in this agenda item. The terms and conditions of the Maintenance Agreement are not changing.

Staff recommends reapproval of this Maintenance Agreement and Amendment with Canon Solutions America, Inc. retroactive to the effective date of the Maintenance Agreement and Amendment.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

On June 24, 2014, City Council approved a Maintenance Agreement and Amendment with Canon Solutions America, Inc. for the Oce Color Wave 650 and TC4 Scanner System and authorized the City Manager to execute the Maintenance Agreement and Amendment.

RECOMMENDED MOTION:

To Approve Maintenance Agreement and Amendment with Canon Solutions America, Inc. for the Oce Color Wave 650 and TC4 Scanner System as a Multi-year Agreement to be renewed automatically for successive one (1) year terms until either party terminates agreement retroactive to the effective date of the Maintenance Agreement and Amendment. .

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Canon Solutions America, Inc.

Division: LFS
Order Type: MAINTENANCE
JUNE 11, 2014

Contract No:
Agreement No: SC-0496002627
Rep No: SM-LO

Customer's Sold To Address

Company Name: CITY OF COCOA
DBA:
Type of Entity: (check one) ☐ Corporation ☐ Partnership ☐ Sole Prop. ☐ LLC
Contact Name:
Address: 351 SHEARER BLVD
Address:
City: COCOA County:
State: FL Zip: 32922-7203 Phone:

Customer's Ship To Address

Company Name: SAME AS SOLD TO
DBA:
Contact Name:
Address:
Address:
City: County:
State: Zip: Phone:

Product/Equipment Supplies Description (include serial numbers and meter counts when required)	Requested Delivery	Qty.	Pre-pack	Warranty (# of Days)	List Price	Trade-In / Discount	Installation / Delivery	Addenda Totals	Total Net Price
A CW650N1 0496002624									
B TCS4A 0451018370									
C									
D									

Billing Frequency	Agreement Term	Intro or Equipment Rental Data		Special Delivery Charges	
Minimum Rental Payment N/A	Initial Term 12 MONTHS	Minimum Payment	Cost per Copy	Excess Rigging	
Minimum Maintenance Payment MONTHLY	Payment No. To			Total (Excl. of Sales/Use Tax & Maint.)	
Copy Allowance MONTHLY	Payment No. To	Trade In Equip. ☐ Yes ☒ No	PO Required ☒ Yes ☐ No	K-16 Summer Shut-Off (DPS Only)	
	Payment No. To	Tax Exempt ☒ Yes ☐ No	Supplies Incl. ☐ Yes ☒ No		
	Payment No. To				

Service (Also used for Rental Copy Allowances/Charges)

Number of Copies	Copy Allowance	Zone	Service Charge	Service Addend	Excess Meter Charge (Copies will be billed separately)	Service Pricing Fixed
A B&W 6,000 Clr N/A Scan N/A	SQ FT	2	$289.00	$31.00	B&W $0.036 Clr N/A Scan N/A	☐Yes ☒ No Months
B B&W N/A Clr N/A Scan N/A	N/A	2	$71.00	$0.00	B&W N/A Clr N/A Scan N/A	☐Yes ☒ No Months
C B&W Clr Scan					B&W Clr Scan	☐Yes ☐ No Months
D B&W Clr Scan					B&W Clr Scan	☐Yes ☐ No Months

Acceptance

Customer Signature acknowledges receipt of 2 (#) documents (See documents listed below) which are incorporated into this document by reference.

DOCUMENT NAME	REV.
Customer Agreement Terms and Conditions	12/12
CUSTOMER AGREEMENT ADDENDUM	

Optional Service

	After Hours Coverage	Opt. Coverage	Addt'l Service Charge	Call Out Charge
A	☐Yes ☒ No			
B	☐Yes ☒ No			
C	☐Yes ☐ No			
D	☐Yes ☐ No			

Comments

INSEPCTION REQUIRED PRIOR TO CONTRACT ACCEPTANCE, TO ENSURE EQUIPMENT MEETS CANON'S SPECIFICATIONS FOR CONTRACT.

INSPECTION WILL BE BILLED AT TIME AND MATERIAL RATES (TRAVEL, LABOR & PARTS AT LIST COST).

ANY APPLICABLE TAXES WILL APPEAR ON INVOICE UNLESS CUSTOMER IS TAX EXEMPT AND A VALID CERTIFICATE HAS BEEN PRESENTED.

Customer Authorized Signature

Customer Name: City of Cocoa
Authorized Signature: John A. Titkanich, Jr.
Name (print): John A. Titkanich, Jr.
Title: City Mgr. Date: 6/24/14
State of Organization: Florida
FEIN/ SSN: 59-6000292

CSA Authorized Signature

Date: 10-Jun-14
Accepted by:
Name (print): Jackie McNeely

Canon Solutions America, Inc. • 5450 N. Cumberland Avenue • Chicago, IL 60656

By execution hereof, the signer certifies that (s)he has read the entire Customer Agreement ("Agreement"), that CSA or its representatives have made no agreements or representations except as set forth herein and that (s)he is duly authorized to execute the Agreement on behalf of Customer.

Canon Solutions America, Inc.

Division: LFS
Order Type: MAINTENANCE
JUNE 11, 2014

For Additional Product/Equipment

Agreement No:
Rep No: SC-0496002624
Branch No: SM-LO

CW650N1/0496002624 & TCS4A/ 0451018370

Customer: CITY OF COCOA

Product/Equipment Description (include serial numbers and meter counts when required)	Requested Delivery	Qty	Pre-Pack	Warranty (# OF DAYS)	List Price	Trade-In / Discount	Installation & Delivery	Total Net Price	Maint. Price
2 HELP DESK INCIDENTS PER YR		1							$10.00
CONTROLLER		1							$21.00

(This form must be attached to the completed Order Package when required)

Customer Agreement Terms and Conditions

Common Terms

1.0 DEFINITIONS.

a. **Agreement** means this Customer Agreement and all schedules, amendments, and/or addenda attached hereto or made a part thereof.
b. **Client Software** means that portion of the Software that resides in, and operates on, the desktop or portable computers in use by Customer or third parties and which provides access to the Server Software and computer system resources shared and used by the Software.
c. **Confidential Information** means Firmware, Software, Documentation, technical service manuals, service bulletins, databases, customer lists, pricing, results, discounts and/or such other information as is marked as "confidential" by a party hereto.
d. **Consulting Services** means consulting provided by CSA as relates to the Firmware and/or Software. Consulting Services may be provided by CSA at any time during the term of this Agreement. Consulting Services, if any, and the price therefore are set forth on the Customer Agreement Addendum or on a separate statement of work signed by CSA and Customer.
e. **Consumables** means toner, developer, paper, photoconductor or ink, as the case may be to be used, in conjunction with or for the Equipment.
f. **Cover Sheet** means the front page of this Agreement.
g. **CSA** means Canon Solutions America, Inc.
h. **Customer** means the business entity defined on the Cover Sheet.
i. **Documentation** means documents and other materials provided to Customer to support use of Product(s).
j. **Educational Services** means training provided by CSA as relates to the Product(s), Firmware and/or Software.
k. **Excess Charge** means charges in Excess of the Square Foot/Linear Foot or SmartClick Allowance specifically set forth on the Cover Sheet.
l. **Effective Date** means (i) the date the installation is completed; or (ii) for Software which is not installed during the installation of the Equipment, the date the Software is enabled or shipped; or (iii) in the case of conversions or trials, the date specified by CSA.
m. **Equipment** means printing and/or scanning equipment, including accessories and ancillary equipment each and all of which is identified by model number on the Cover Sheet, excluding NOLI Products.
n. **Firmware** means software embedded in Equipment in object code form, incidental to operation of the Equipment, licensed by the Equipment manufacturer to Customer or for which CSA has the right to sublicense to Customer.
o. **Implementation Services** means services relating to the implementation of Firmware and/or Software and which are rendered at or about the time of Equipment installation and may include (but shall not be limited to) review of print applications, validation of hosts and network paths, validation of system configuration(s), and overview of printer/server operation. Implementation Services acquired hereunder, if any, and the costs thereof are set forth on the Customer Agreement Addendum.
p. **Installation** means the Equipment is ready for commercial operation in accordance with manufacturer's published specifications.
q. **Installation Site** means the Customer's "Ship To" address specified on the Cover Sheet and to which Customer requests that CSA ship the Equipment or Software. Delivery will be made to the Installation Site.
r. **Maintenance** means the repair and/or replacement of parts, subassemblies, and Firmware to keep the Product(s), and if applicable NOLI Products, in good working order per manufacturer's or CSA's written specifications, as the case may be, provided that repairs can be performed in the field. Parts required for repair may be used or remanufactured in accordance with CSA's specifications. Maintenance may be provided by CSA or a third party subcontracted by CSA.
s. **NOLI Products** means Non-Océ Listed Items, which may include hardware, software (and specifically Third Party Software), equipment, supplies, service, warranty, network equipment and other items not listed in CSA's price list and as designated on the Customer Agreement Addendum.
t. **Parts** means all parts certified by CSA as meeting manufacturers' and/or CSA specification, as the case may be, and which are required to provide Maintenance to Products. Such certification requirements shall be determined solely by CSA.
u. **Product** means Equipment, Consumables, Maintenance, Professional Services, Educational Services and Parts provided hereunder, excluding NOLI Products.
v. **Professional Services** means collectively Implementation Services, Educational Services and Consulting Services each of which as such services relate to Software acquired hereunder. Professional Services, if any, and the rates therefore, are specified in the Customer Agreement Addendum.
w. **Server Software** means that portion of the CSA Software that resides in, and operates on, the computer systems of Customer which allow access by the Client Software to shared computer system resources, including data files and databases.
x. **Service Charges** means charges invoiced by CSA for Maintenance Services and/or Software Support and or charges based on use.
y. **SmartClick™** means a CSA proprietary measurement derived from (1) the amount of toner used; plus (2) the area of media used, for each application printed on the Equipment.
z. **Software** means all computer software programs provided by CSA, whether embedded in Product(s) or provided via separate media or download; the Software includes, but is not limited to, Firmware, and Third Party Software and software that is set forth in the Customer Agreement Addendum.
aa. **Software Support** means access to CSA support specialists for operator questions, installation support, explanation of Software features and functionality, network connectivity questions, and other software support issues. Software Support includes making available updates, fixes, minor enhancements and improvements to the current version of the Software and/or Firmware and correcting reproducible errors in Firmware or Software which errors are caused by defects in the software. Software Support does NOT include (i) administration of servers or database products; (ii) support of Firmware or Software installed on equipment using "beta" or operating systems not supported by CSA; (iii) resolution of network errors not directly related to Firmware or Software; or (iv) installation, setup or support of third party products not supported by CSA or software not acquired from CSA. Software Support does not include updates, upgrades and new releases or versions of third party products sold with or used in conjunction with Software.
bb. **Third Party Software** means software authored by third parties other than CSA and made available by CSA to Customer and which requires Customer to enter into a license agreement directly with the third party software provider. Third Party Software provided hereunder is set forth on the Customer Agreement Addendum.

2.0 This Agreement governs the provision of Products and NOLI Products identified on the Cover Sheet and/or Customer Agreement Addendum and shall be in effect from the earlier to occur of: (i) the date the Agreement, signed by Customer, is countersigned by CSA; or, (ii) shipment of the Product; or, (iii) performance of any Professional Services and/or Maintenance. Once this Agreement becomes effective and legally binding as set forth in this Section, it is non-cancelable. CSA has no responsibility for the decision or effect of the decision of Customer to acquire NOLI Products, even if CSA helps Customer identify, evaluate or select such NOLI Products. Customer and CSA shall sign a separate addendum ("Supplemental Agreement") in connection with the purchase of such NOLI Products.

3.0 EQUIPMENT. Products shipped hereunder, unless otherwise specifically set forth in the Cover Sheet or Customer Agreement Addendum may, in CSA's sole discretion, be New/Newly Manufactured, Factory Produced New Model, Like New, Remanufactured, Refurbished or Used. With respect to Wide Format Equipment, CSA may ship (at CSA's sole discretion) any Equipment type defined above. "Factory Produced New Model" means Equipment that has been disassembled, cleaned, refinished, inoperable components replaced with new or used components. Such Equipment is newly serialized Equipment with new features and/or functions. Customer is the first user of this Equipment, which is fully tested to assure product performance and reliability specifications. "Like New" means Equipment previously on trial, used as a demo unit, shown at a trade show or equipment with nominal foot/copy count. All Like New Equipment has been maintained by CSA, has not been pre-owned by any other party and has a nominal foot/copy count from a controlled pre-production environment. "New/Newly Manufactured" means Equipment that is newly assembled and which may contain a limited number of used components that have been thoroughly inspected and tested to assure product performance and reliability specifications. "Refurbished" means Equipment that has been under CSA maintenance, has been tested to ensure full functionality and reliability to specifications. "Remanufactured" means Equipment that has been disassembled, cleaned, refinished, inoperable components replaced with new or used components and is fully tested to assure product performance and reliability specifications. Meters have been reset to zero. "Used" means Equipment that has been maintained under CSA's authorized technical standards. Used Equipment is offered without warranty.

4.0 DELIVERY; RISK OF LOSS; INSURANCE. Delivery dates provided for by CSA are estimates only and CSA shall not be liable for delays in delivery due to causes beyond CSA's reasonable control. Customer is responsible for freight, delivery and rigging charges unless otherwise agreed. Notwithstanding any other provision herein and in addition to Service Charges, CSA may assess a fuel surcharge ("Fuel Surcharge") to offset increase in fuel expenses. Risk of loss shall pass to Customer upon delivery to Customer's loading dock. From the time of shipment until Customer's payment obligations have been satisfied, Customer agrees (a) to give CSA prompt written notice of any damage to or loss of the Equipment or any occurrence arising from the possession, use, or operation of the Equipment resulting in death, bodily injury or damage to property; and (b) to maintain, at its expense, comprehensive general liability and property insurance covering the Equipment in an amount at least equal to the Equipment purchase price.

5.0 TITLE; SECURITY INTEREST; TRADE-IN. Customer agrees to immediately notify CSA in writing of any change in Customer's name or address or jurisdiction of organization, or discontinuance of its place or places of business. Prior to payment being made in full, Customer shall not move the Products from the Installation Site without first obtaining prior written consent from CSA. Title to Products (except with respect to Software) shall pass to Customer upon payment in full. CSA shall retain a first priority security interest in the Products and all proceeds therefrom until all purchase payments due CSA have been made. As security for the payment of all amounts due to CSA, Customer hereby grants to CSA a purchase money security interest in the Products and all proceeds thereof (including insurance proceeds). To the extent permitted by applicable law, Customer hereby authorizes CSA to file with the appropriate governmental authorities any and all financing statements necessary to evidence or perfect CSA's security interest in the Products including attachments, replacements, substitutions, modifications and additions thereto. Customer agrees to reimburse CSA upon demand for all costs incurred in connection therewith. Customer represents and warrants that any trade-in equipment is free and clear of all liens and encumbrances of any kind and that marketable title shall vest in CSA upon CSA's receipt of the trade-in equipment. Customer shall be responsible for related freight charges and trade-in equipment shall be packed in accordance with the manufacturer's specifications.

6.0 INSTALLATION AND SITE PREPARATION. CSA shall install the Equipment at the Installation Site. In no event shall Installation be later than thirty (30) days after delivery of the Equipment, except if delay is due solely to CSA. Customer shall be ready to timely receive the Equipment and shall have the area at the Installation Site prepared and ready to receive the unit of Equipment or the Software in accordance with CSA's power, environmental and other requirements prior to its delivery, including providing adequate power, analog phone line(s) and computers and/or network connection(s) (if required for the unit of Equipment), lighting, humidity, HVAC, and security. Installation services may be provided by an independent contractor at CSA's discretion. Installation services include uncrating, unpacking, connection to peripherals, power, communication and other utilities, and rendering the Equipment or Software ready for use. All site preparation, including electrical wiring, air conditioning and necessary permits or approvals, is Customer's responsibility. Unless otherwise specified in the Cover Sheet and/or Customer Agreement Addendum, Customer operator training is available from CSA at its training rate in effect at the time of such training pursuant to Section 24.0. Customer must complete a CSA site survey, or equivalent CSA form, prior to installation of any Equipment or Software that will be connected to Customer's computer network. In reliance on this information, CSA will either proceed with the installation, or advise Customer of potential problems that may limit functionality. If such survey has been completed and delivered to CSA, or if there are any changes to Customer's computer network or software, any attempts by CSA to remedy such problems will be at its standard charges then in effect, and CSA makes no representation or warranty that it can remedy such problems

7.0 PAYMENT AND TAXES. Payment of the purchase price and other charges is due thirty (30) days from the date invoiced. Service Charges are billed for full month periods. If Equipment is installed on other than the first of the month, then Service Charges shall be pro-rated from the install date to the end of the month; in addition, use charges shall be charged based on the meter read for the same period. Once per twelve month period, CSA may adjust pricing for Maintenance Service Charges, or any component thereof, supplies and other materials, by a maximum of fifteen percent (15%). Customer shall pay on demand a late fee equal to the lesser of 1.5% per month or the maximum rate permitted by law, on all overdue payments whether such payments are due prior to or after a notice of default. All payments shall be made at the office of CSA set forth above, or at any other place designated by CSA. Customer shall pay or reimburse CSA for all costs of collection (including reasonable attorneys' fees, litigation expenses and court costs) of any overdue amounts. Customer shall pay or reimburse CSA for all license fees, duties, privilege, sales, use, excise, stamp, and other similar taxes and charges now or hereafter imposed upon this transaction or relating to the ownership, sale, use or operation of Equipment (exclusive of franchise taxes or taxes based upon CSA's net income).

8.0 DEFAULT AND REMEDIES.

a. Any of the following shall constitute a default by Customer ("Default"):
   (i) failure to pay any amounts when due and such failure remains unremedied for ten (10) days from the due date; or,
   (ii) failure to comply with any provisions or perform any of its obligations arising under this Agreement or under any other documents or agreements relating to this Agreement, and such failure remains unremedied by Customer for a period of twenty (20) days.

b. Upon Default, CSA may exercise any one or more of the following remedies (which remedies shall be cumulative):
   (i) terminate this Agreement and/or any applicable Schedule;
   (ii) declare all amounts due from Customer immediately due and payable in full;
   (iii) secure peaceable repossession and removal of the Products by CSA or its agent without judicial process and sell or lease at such place as CSA may deem advisable and CSA may be the purchaser at any such sale;
   (iv) require Customer to pay all expenses, including reasonable attorney fees and costs, in connection with the retaking, refurbishing, selling or the like of the Products;
   (v) exercise any other right or remedy available to it under the Uniform Commercial Code or any other applicable law or proceed by appropriate court action to enforce this Agreement or recover damages for breach thereof. To the extent permitted by applicable

law, Customer waives all rights it may have to limit or modify any of CSA's rights and remedies under this Agreement, including but not limited to, any right to require CSA to dispose of the Products or otherwise mitigate its damages.

9.0 WARRANTY. CSA warrants that on completion of Installation, Equipment will be (i) in material conformance with the manufacturer's published specifications, (ii) qualified for CSA's standard maintenance services; (iii) free from material defects in workmanship and materials. All parts found to be defective during Installation shall be repaired or replaced at the option of CSA. All parts replaced under this warranty shall become the property of CSA. If a warranty period is marked on the Cover Sheet, then warranty shall continue from Installation for the period set forth on the Cover Sheet. Customer's sole and exclusive remedy for breach of the foregoing warranty shall be to reject the Equipment and cancel the affected Equipment Schedule. In no event shall a breach of this warranty give rise to a claim for damages against CSA. CSA's obligation hereunder is limited to the repair or replacement (at CSA's option) of any Equipment, material or part which does not conform to this warranty. The warranty set forth herein applies only to New/Newly Manufactured, Factory Produced New Models, Remanufactured or Refurbished Equipment and is conditioned upon Customer giving prompt notice to CSA of any discovered defects. CSA is not obligated by this warranty to perform repairs or parts replacement for defects or damage resulting in whole or part from (i) alteration, relocation, repairs, or use of parts, software or services not provided by CSA or its authorized representative, (ii) accident, (iii) abuse, willful misconduct, or negligence; (iv) the acts or omissions of Customer. The repair or replacement of expendable items (for example photoconductor drums, fuser rollers, and inkjet print heads) are not covered by this warranty or Maintenance. The foregoing examples do not comprise a complete list and expendables may vary on different products and CSA shall maintain the complete list of expendable items. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CSA provides no warranty for NOLI Products. For NOLI Products, Customer may receive a warranty directly from such product or software vendor.

10.0 LIMITATION OF LIABILITY. EXCEPTING AS TO A VIOLATION OF THE SOFTWARE LICENSE TERMS HEREOF BY CUSTOMER, NEITHER PARTY, NOR CSA'S SUPPLIERS, SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, DATA, REVENUE OR PROFIT, OR FOR INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR DAMAGES SUFFERED OR CLAIMED TO HAVE BEEN SUFFERED BY ANY THIRD PARTY INCLUDING CUSTOMERS OF CUSTOMER, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. CSA'S MAXIMUM LIABILITY FOR ANY CLAIM FOR DAMAGES RELATING TO ITS PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT SHALL BE LIMITED: (A) WITH REGARD TO EQUIPMENT, TO THE PURCHASE PRICE OF THE EQUIPMENT; (B) WITH REGARD TO SOFTWARE, TO THE LICENSE FEE OF THE SOFTWARE; (C) WITH REGARD TO MAINTENANCE, TO AN AMOUNT EQUAL TO TWELVE (12) MONTHS OF MONTHLY MAINTENANCE CHARGES FOR THE RELATED EQUIPMENT, SOFTWARE OR SERVICES GIVING RISE TO SUCH DAMAGES; AND (D) WITH REGARD TO PROFESSIONAL SERVICES, TO THE AMOUNT PAID FOR THE PROFESSIONAL SERVICES GIVING RISE TO SUCH DAMAGES.

11.0 INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS. CSA agrees to defend Customer against and hold Customer harmless from, claims, costs (including reasonable and necessary attorney fees), damages, demands judgments and liabilities arising out the claims of third parties that a Product (but specifically excluding Third Party Software and NOLI Products) infringes such third party's United States patent, copyright or other intellectual property right and CSA agrees to pay the resulting costs, damages and attorneys' fees finally awarded, provided that Customer promptly notifies CSA in writing of the claim and fully cooperates with CSA and CSA has sole control of the defense and all related settlement negotiations. CSA's obligation under this Section is conditioned on Customer's agreement that if such Products (except Third Party Software or NOLI Products, or the use thereof), becomes, or in CSA's opinion is likely to become, the subject of such a claim, Customer shall permit CSA, at CSA's option and expense, either to procure the right for Customer to continue using the Products or to replace or modify the Products so that it becomes non-infringing, and if neither of the foregoing alternatives is available on terms which are reasonable in CSA's judgment, Customer shall return the Product upon the request of CSA. Upon such return, CSA shall refund the applicable Product purchase price paid by Customer, less depreciation deducted on a five year straight-line basis. CSA shall have no liability for any claim based upon or any damages attributable to: (i) the combination, operation or use of the Equipment or Software with equipment or software not supplied or authorized in writing by CSA; (ii) modification of the Equipment or Software; or (iii) Equipment or Software made pursuant to specifications furnished by Customer. The foregoing states the entire obligation and liability of CSA with respect to infringement of patents, copyrights or other intellectual property rights. Customer shall indemnify and hold CSA harmless from and against any liability and expense, including reasonable attorneys' fees incurred by CSA in connection with any claim that the Equipment or Software, or any part thereof, custom made pursuant to specifications furnished by Customer infringes any third party's patent, copyright or other intellectual property right.

12.0 CONFIDENTIALITY. Customer shall maintain the confidentiality of Confidential Information and shall not disclose any Confidential Information to any third party without first having obtained the written approval of CSA. Customer shall not sell, transfer, distribute, disclose or otherwise make available the Confidential Information to any third party and shall secure and protect it from disclosure and shall take such action as is necessary with its employees (including contractors and temporary help) and other persons permitted access to them to satisfy Customer's obligations hereunder. Neither party will use for any purpose, other than performing this Agreement, or disclose to any third party any trade secrets or non-public information of the other party or its affiliates including, but not limited to, marketing information and strategy, marketing models, product information, advertising and promotional copy, pricing information, financial information, customer lists, test results, and all other proprietary information, trade secrets and non-public information. The parties agree to restrict circulation of all of such information within their own organization, except to the extent necessary to perform its obligations, and in no case will any disclosure be made to any third party, unless such disclosure is requested or required in any judicial or administrative proceeding or otherwise required by law. Upon termination of this Agreement, Customer shall either (i) return all Confidential Information to CSA, including the Documentation, and all copies thereof, or (ii) at CSA sole option, certify to CSA in writing that the Confidential Information, including the Documentation, and all copies thereof, has been destroyed. CSA makes no representations as to the destruction of Customer data on returned Equipment that contain Customer data, and shall not otherwise be liable for failure to destroy such Customer data, or for the release of same. Any information on Equipment returned to CSA shall not be considered confidential or proprietary nor shall be subject to applicable agreement provisions pertaining to same. Security software/hardware on products that do not contain standard hard disk drive overwrite capability may be available for purchase. This will enable the Customer to determine the level of security required without intervention from CSA, and to complete erasing of data prior to pick-up.

13.0 NOTICES; CHANGES. Notices, requests or other communications shall be in writing and delivered by (a) United States first class mail, postage prepaid, and addressed to the other party at the address set forth on the face of this Agreement (or to such other address as such party shall have designated by proper notice), (b) personal delivery or (c) commercial overnight delivery service. Such notices will be deemed to have been given on the date when received or acceptance refused. Each party consents to service of process by certified mail at its address above (or such other address as it shall have designated by proper notice) in connection with any legal action brought by the other party. Customer authorizes CSA to fill in descriptive material in the Schedule (including serial numbers) and to correct any errors under the Agreement or Schedule. Upon reasonable notice, provided there is no material adverse effect on performance, CSA shall have the right to change design, colors, materials or specifications of Equipment when it deems necessary.

Software License Terms

14.0 SOFTWARE. In some cases CSA makes available to customers licenses of application software with or without third party support contracts. Such software shall be set forth on the Cover Sheet or Customer Agreement Addendum (the "Listed Software"). Customer is not acquiring title to or any interest in any Listed Software other than a license to use the Listed Software in conjunction with the Equipment. Listed Software is specifically set forth on the Cover Sheet and/or Customer Agreement Addendum. Software embedded in the Equipment is not specifically set forth on the Cover Sheet or Customer Agreement Addendum. If Customer is licensing software that is authored by third parties (for example, Adobe or Onyx software), Customer will enter into a license agreement directly with the licensor of such software. This is typically done during installation and registration of the software.

15.0 FIRMWARE. The license for Firmware is incidental to the operation and use of the Equipment in which it is embedded and the use thereof is limited to the Equipment in which the Firmware is embedded. Firmware support is provided as part of Maintenance. Customer must pay for Maintenance to receive support for Firmware. If Customer discontinues paying for Maintenance, Customer will not receive support, modifications, updates or enhancements for Firmware, however, Customer is permitted to use the Firmware solely with the Product(s) and "as is" with no obligation on the part of CSA with respect to such use or maintenance.

Product & Software Maintenance Terms

The following Product and Software Maintenance Terms are only applicable if Maintenance is being purchased by Customer under this Agreement.

16.0 MAINTENANCE TERMS AND CONDITIONS. Pricing and term for Maintenance purchased by Customer is set forth in the Cover Sheet and/or Customer Agreement Addendum. The following general terms and provisions apply to any and all Maintenance purchased hereunder:

a. CSA's standard preventive Maintenance services will be provided during CSA's standard business hours (Monday through Friday, 8:30 AM to 5:00 PM local time, excluding CSA recognized holidays). The length and frequency of periods of time required for preventive maintenance are determined by CSA. Preventive Maintenance means testing, adjusting, cleaning and replacement of components scheduled in accordance with the Equipment service specifications. Maintenance performed on weekends, holidays (if available) or between 5PM and 8:30AM (at Customer's request) shall be billed at CSA's holiday rates in effect at the time of such service unless otherwise set forth in the Cover Sheet and/or Customer Agreement Addendum. Corrective Maintenance coverage will be provided as is specifically set forth in the Cover Sheet and/or Customer Agreement Addendum.

b. Engineering changes, including safety changes, shall be performed as deemed necessary by CSA. If CSA cannot perform a safety modification through no fault of CSA, or, if Customer refuses to permit installation of a safety change or removes any component deemed by CSA as integral to maintaining the safety of the Equipment, CSA may discontinue Maintenance for all Equipment until the problem as identified by CSA is remedied by Customer.

c. CSA warrants that all material and parts furnished pursuant to its obligations to provide Maintenance hereunder will be in good working order at the time of installation, and CSA's obligation is limited to the repair or replacement of any material or part which does not conform to this warranty. CSA is not responsible for repairing or replacing parts, nor shall CSA be liable for providing or failing to provide Maintenance, to the extent that such repair or replacement is due to Customer's acts or omissions. All parts replaced during maintenance shall become the property of CSA. Parts used by CSA may, in CSA's sole discretion, be used, reconditioned or remanufactured in accordance with manufacturer's specifications.

d. Customer shall: (i) provide CSA full, free and safe access to the Equipment for performance of Maintenance by CSA; (ii) allow CSA to store reasonable quantities of maintenance equipment and/or parts on Customer's premises; (iii) provide a suitable environment for the Equipment in accordance with manufacturer's environmental requirements; **(iv) if applicable, report to CSA by the last calendar day of each month, the monthly usage according to the meter reading in footage or images as applicable**; and (v) promptly inform CSA of any Equipment malfunctions or operating problems.

e. Customer shall NOT interfere with the proper operation of the meter.

f. If Customer does not report to CSA the monthly usage as required by Section 16.0(d) CSA will estimate any excess Meter Charges and payment will be due from Customer based upon such estimate.

g. The Maintenance term shall commence upon installation of the Equipment or, if already installed, upon certification by CSA, or, at the conclusion of the Warranty period, if any.

h. Maintenance shall be automatically renewed for successive one (1) year terms at CSA's then-current charges and under the terms and conditions herein unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term. CSA may also notify Customer ninety (90) days in advance of the time of renewal that Maintenance for specific Products covered under this Agreement will not be renewed. Customer may terminate Maintenance in any renewal term upon thirty (30) days prior written notice. If Customer provides notice of intent to terminate during the first thirty (30) days of Maintenance in a renewal term, Customer shall be responsible for the charges for the period of coverage up until the effective date of termination. After the first thirty (30) days of coverage in any renewal term, Customer may provide notice to terminate Maintenance subject to a termination charge equal to the monthly charges for twelve (12) months or the period of Maintenance remaining in the renewal term, whichever is less. For prepaid agreements, CSA will refund or credit the pro rata price of the remaining term less the applicable termination charge.

i. CSA shall not be obligated hereunder to provide Maintenance or warranty services determined by CSA to be necessary due to or caused by, in whole or part: (i) failure to continually provide a suitable environment in accordance with CSA's requirements; (ii) neglect, misuse, or use of the Equipment for purposes other than for which it was designed, or failure to operate the Equipment in accordance with CSA's or manufacturer's operating instructions or within manufacturer's specifications; (iii) accident, disaster, including effects of water, wind, lightning, or transportation; terrorism, vandalism or burglary; (iv) alteration of Equipment, including any deviation from Equipment design, unless previously authorized in writing by CSA; (v) attachment(s) to the Equipment, including connection of devices not supplied by CSA, which cause the Equipment to malfunction, unless previously authorized in writing by CSA; (vi) use of improper, or inadequate use of or failure to use, supplies; (vii) the use of forms not in compliance with CSA's paper specifications; (viii) maintenance or repair services performed by Customer or a third party without written authorization from CSA; or, (x) pre or post processing Equipment disconnected from the printing system to which it was originally installed unless previously authorized in writing by CSA. If in CSA's sole opinion, Equipment has been rendered unrepairable, then CSA may refuse to render services under this Agreement and may terminate this Agreement.

j. In the event Customer removes a Product covered by Maintenance from the Installation Site, breaches this Agreement (or any other agreement it has with CSA), or, in the event CSA declares an end of life date with respect to a Product (provided CSA has given customer no less than ninety (90) days prior written notice of such end of life date), CSA may withdraw such Product from maintenance coverage under this Agreement in which case Customer shall not be entitled to any refund for any payments made hereunder.

17.0 ORDERING OF SUPPLIES AND OTHER MATERIALS. Customer orders for supplies, Customer or field replaceable units, consumables, expendables or any other materials (a) must include a valid Customer purchase order number; (b) are shipped to Customer FOB, CSA's warehouse; and (c) are subject to a thirty percent (30%) restocking fee if accepted for return by CSA pursuant to its Material Return Authorization (MRA) procedure. If Customer requires a carrier other than CSA's preferred carrier(s), the order will be subject to a surcharge plus actual delivery charges. "Expedite/Emergency Orders" are any orders, regardless of the shipping method, that per Customer's request, must be shipped on the same day as ordered and such Expedite/Emergency Orders are subject to an expedite surcharge plus actual delivery charges. Non standard carrier and Expedite/Emergency Order surcharges are subject to change without notice. Claims for shortages, damages in transit or lost shipments, as well as invoice discrepancies must be made within thirty (30) days of receipt or invoice date (whichever is applicable). Customer agrees that it is purchasing only toner/developer and that the bottles are and will remain the property of CSA. Moreover, empty toner bottles for certain models are recycled by CSA in accordance with its environmentally friendly practices. Accordingly, Customer agrees to return to CSA those empty toner bottles for those certain models that are shipped to Customer with pre-paid return labels using such pre-paid labels. IN THE EVENT CSA DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER HAS ORDERED CONSUMABLES BEYOND ITS REASONABLE REQUIREMENTS BASED ON INDUSTRY ACCEPTED CLICK VOLUME MEASUREMENTS, CSA MAY, IN ITS SOLE DISCRETION, UPON REASONABLE DEMONSTRATION OF SUCH EXCESS USE TO CUSTOMER, BILL CUSTOMER THE LIST PRICE OF THE EXCESS CONSUMABLES.

18.0 MAINTENANCE SERVICE CHARGES. For the period covering the Effective Date to the date that monthly billing commences for the first Minimum Maintenance Payment set forth on the Cover Sheet ("Interim Period"), Customer shall pay CSA an amount equal to the Minimum Maintenance Payment divided by 30 and multiplied by the number of days in the Interim Period. Such amount shall be due and payable on the tenth day following the date that monthly billing commences. CSA shall invoice the Minimum Maintenance Payment in advance and shall invoice the Excess Meter Charges and other usage fees ("Maintenance Service Charges") periodically as indicated on the Cover Sheet If applicable, Customer provide meter readings by the last calendar day of each month the monthly usage by a CSA approved method. Should such meter readings not be provided in a timely fashion, Excess Meter Charges may be estimated by CSA. Except for wide format products, when supplies are included in the Minimum Maintenance Payment, Customer is entitled to the amount of toner which, on average, covers six percent (6%) of the media unless another coverage rate is specified in an applicable program or document. Notwithstanding any other provision herein and in addition to Maintenance Service charges, CSA may assess a fuel surcharge ("Fuel Surcharge") to offset increases in fuel expenses. The Equipment may contain software that allows CSA to access the Equipment remotely ("Remote Software"). In such cases, Customer authorizes CSA to use the Remote Software to (a) receive software updates and transmit use and service data accumulated by the Equipment over Customer's network by means of an HTTPS protocol and (b) store and analyze such data solely for CSA's own purposes related to servicing the Equipment and for product improvement. Customer hereby requests that CSA enable the Remote Software on the Equipment listed on the Cover Sheet and/or Customer Agreement Addendum.

19.0 EXCLUSIONS. The following are not within the scope of Maintenance Service or warranty: (i) provision and installation of optional retrofits; (ii) enhancement of any feature of the Product(s); (iii) services connected with Product(s) relocation; (iv) installation/removal of accessories, attachments, or other devices; (v) exterior painting or refinishing of Product(s); (vi) maintenance, installation, or removal of Product(s) or devices not provided by CSA; (vii) performance of normal operator functions as described in applicable CSA operator manual(s), including, but not limited to, loading of toner and/or paper; (viii) performance of services necessitated by accident, negligence, temperature, inadequate ventilation, power failure, improper electrical power, unauthorized alteration of Product(s), tampering, service by other than CSA, causes other than ordinary use, improper supplies or accessories, interconnect of Product(s) by electrical or electronic, or mechanical means, with incompatible Product(s), or failure to use CSA operating system software; (ix) performance of services necessitated by the introduction of a computer virus or other bug into the Product(s); (x) repair or replacement of Expendable Items listed in Common Terms, Section 9 above; and (xi) performance of service necessitated by any modification, alteration or any other change whatsoever of Customer's computer system into which the Product(s) is integrated or otherwise connected. Maintenance provided by CSA to resolve an exclusion set forth under this paragraph shall be billed at CSA's (i) then published hourly service rates and minimum charges for service time, including travel and waiting time; (ii) parts and material prices then in effect; and (iii) charges for shipping and travel expenses.

20.0 CUSTOMER RESPONSIBILITIES. Customer agrees: (a) not to use paper, recycled paper, parts, photoconductors, toner, or other supplies which will cause a need for excessive service and (b) that replaced parts are the property of CSA.

21.0 SOFTWARE SUPPORT.

The following terms are applicable only if Software Support is made available to Customer through Customer's purchase of "Incidents":

(i) For certain Equipment, Software Support is provided on a "per Incident" basis. An "Incident" is defined as a question related to a specific issue with regard to the maintained Software that can be resolved telephonically by isolating its origin to a single cause.

(ii) Incidents may be purchased individually or in quantities as in accordance with CSA's policy. Any such Incidents purchased by Customer are set forth on the Customer Agreement Addendum. An Incident will be considered "used" when CSA: (1) corrects the problem; (2) creates a reasonable work-around; (3) provides information in response to a Customer question; or (4) isolates the cause of the support issue to product provided by a party other than CSA. An Incident will not be considered "used" if the problem results from a defect in maintained Software for which no Software patch or workaround is then available from CSA. Issues that CSA determines cannot reasonably be resolved as Incidents may be escalated, with the consent of Customer, to a CSA Software Engineer or scheduled for on-site support at CSA's then-current consulting rates. CSA DOES NOT REPRESENT OR WARRANT THAT ALL SOFTWARE ISSUES CAN OR WILL BE RESOLVED AS INCIDENTS. Incidents purchases are non-transferable and non-refundable. Incidents not used by Customer shall expire at the end of the Maintenance Service Initial Term or the applicable Maintenance Service Renewal Term. At the start of each Maintenance Service Renewal Term, Customer shall receive the same number of Incidents purchased during the Maintenance Service Initial Term unless Customer purchases additional Incidents in accordance with CSA's then-current policy.

(iii) CSA will provide Software Support through the use of Incidents to those Customer employees who have been issued an ID code providing email/telephone access to the CSA Software Support Center. Customer shall be responsible for controlling ID code access and for any unauthorized use of ID codes. ID codes are non-transferable.

(iv) An overview of the total number of Incidents purchased, number used and number remaining available for use are available by contacting the Software Support Center with access provided using the Customer's ID code.

(v) Software Support does not include: (1) training; (2) maintenance materials; (3) on-site support; (4) on-site implementation, installation or integration support; (5) re-installation of Software on computer equipment supplied by CSA after modification of such computer equipment by Customer (such as installation of memory, disk, interface boards, other software, etc.); (6) re-installation or re-initialization of Software after changes in a networking system or alteration of the parameters of Customer's current networking system; or (7) support or service required because of the upgrade of any software not licensed by CSA, such as operating system or utilities software, even if running on computer equipment supplied by CSA. CSA may make these services available at CSA's then-current consulting rates. CSA reserves the right to decline to perform such services.

c. It is the responsibility of Customer to make and maintain adequate backups of data and configuration of Software. CSA shall not be liable for any losses (of data or productivity or of any other kind) resulting from rebuilding or reconfiguring Software to the original, factory configuration. Reloading, rebuilding and reconfiguring of server software may, at CSA's sole discretion, be chargeable at CSA's then published hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time.

22.0 LICENSE FEE. The license for the various Software products listed herein is covered by a one time license fee for these products. In order to receive updates, fixes and enhancements (maintenance) for the Software products, Customer must continue to pay the maintenance fee which is identified on the face of the Customer Agreement next to the Software as "Service Charge". If Customer discontinues paying the maintenance fee, Customer will not receive maintenance, however, Customer is permitted to use the Software solely with the Product(s) and "as is" with no obligation on the part of CSA with respect to such use or maintenance, subject to the terms and conditions herein including those restricting the assignability of Software. With respect to third party software, CSA is a reseller of such software. Customer's license for such third party software is granted from the third party software provider and the terms of the license agreement that comes with that software must be referenced for updates, fixes and enhancements.

Professional Services Terms

23.0 All Professional Services provided hereunder shall be set forth on the Customer Agreement Addendum. A statement of work ("Statement of Work") shall be signed by Customer prior to commencement of any Professional Services. The Statement of Work shall include the completion date (if applicable), total cost, a description of the work to be performed, acceptance criteria (if applicable) and maintenance charges (if applicable). All work product created under a Professional Services statement of work and all ideas, improvements, know-how, discoveries, and techniques including without limitation, computer programs, routines and code, developed in connection with Professional Services shall be owned by CSA. CSA grants to Customer a personal, non-exclusive, non-transferable royalty-free limited license to use such work product in the United States solely for internal use and solely in conjunction with the Equipment identified in the Customer Agreement Addendum.

Educational Services Terms

24.0 All Educational Services shall be set forth on the Customer Agreement Addendum. The following terms are only applicable if Educational Services are purchased and apply to any and all Educational Services purchased hereunder:

a. Educational Services are offered to Customer by CSA in the form of training sessions and are provided during CSA's standard business hours (Monday through Friday excluding CSA recognized holidays - 8:00 AM to 5:00 PM local time) unless Customer purchases after hour on-site training at additional cost. Training may take place at a CSA central training facility or at Customer's site as determined by CSA and Customer. Each training session is a one-time event or a one-time visit. Customers are charged separately for each training session. The composition and duration of each training session is determined solely at CSA's discretion.

b. Unless otherwise set forth in a writing signed by both parties, standard CSA published rates apply. CSA published rates are subject to change without notice. Customer is responsible for Customer's travel and lodging expenses. CSA will bill Customer, and Customer agrees to pay, CSA's reasonable travel, hotel and other reasonable expenses in connection with Customer on-site training sessions.

c. Training materials for each training session are provided to Customer and/or Customer's registrants as set forth under CSA's then current policy. Such training materials are CSA Confidential Information.

d. Unless otherwise agreed in writing, Educational Services must be completed within sixty (60) days after the date of Installation. In the event Educational Services are not completed within this time period and provided the delay is not due to CSA, Customer's Educational Services shall automatically terminate with no further obligation on the part of CSA, in which case Customer shall not be entitled to a refund. Monies paid towards a training session in connection with a specific model of Equipment or software is not transferrable to any other model of Equipment or software and may not be used by Customer to pay for any other Equipment, Maintenance, Professional Services or training offering.

e. Cancellation. (i) CSA may cancel an on-site training session by providing notice to Customer no less than five (5) business days prior to the scheduled date of training. If a training session is cancelled by CSA and CSA and Customer do not agree to reschedule such session, upon request of Customer, CSA will refund the purchase price for the cancelled training session. CSA is not responsible for any expenses incurred by Customer or Customer's registrant in connection with such cancellation. (ii) CSA may reschedule a training session by providing notice to Customer no less than five (5) business days prior to the scheduled date of training. CSA is not responsible for any expenses incurred by Customer or Customer's registrant in connection with such rescheduling. (iii) Upon written notice to CSA received no less than five business days prior to the date of a scheduled training session, Customer may cancel such training session and receive a full refund of Customer's purchase price for such training session; or, Customer may reschedule such training session at a mutually agreeable time and place. If CSA and Customer do not agree on dates and location for a rescheduled session, upon request of Customer, CSA will refund the purchase price for the cancelled training session. In the event that CSA has incurred any non-refundable costs or expenses, such as travel, lodging and related expenses, in anticipation of such training session, Customer shall reimburse CSA for such costs and expenses. (iv) Monies received for a training session, the cancellation notice of which is received by CSA within five business days of the scheduled date for such training session, are not refundable. However, CSA may, within its sole discretion, apply such monies to a rescheduled training session. In any event, to the extent CSA has incurred any non-refundable costs or expenses, such as travel, lodging and related expenses, in anticipation of such training session, Customer shall reimburse CSA for such costs and expenses. (v) CSA is not obligated to refund any monies paid for registrants not attending any scheduled training session.

Canon Solutions America, Inc.
Amendment

CSA Origination office:	100 Park Blvd., Itasca, IL 60143	**Customer:**	**City of Cocoa**
CSA Administrative office:	100 Park Blvd., Itasca, IL 60143	**Contract No:**	

THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE AGREEMENT # SC-0496002627 BETWEEN Canon Solutions America, Inc. ("CSA") and Customer ("Agreement"). All defined terms within the Agreement shall have the same meaning within this Amendment.

Rewrite the following Section as follows:
5.0 TITLE; TRADE-IN. Customer agrees to immediately notify CSA in writing of any change in Customer's name or address or jurisdiction of organization, or discontinuance of its place or places of business. Prior to payment being made in full, Customer shall not move the Products from the Installation Site without first obtaining prior written consent from CSA. Title to Products (except with respect to Software) shall pass to Customer upon payment in full. Customer represents and warrants that any trade-in equipment is free and clear of all liens and encumbrances of any kind and that marketable title shall vest in CSA upon CSA's receipt of the trade-in equipment. Customer shall be responsible for related freight charges and trade-in equipment shall be packed in accordance with the manufacturer's specifications.

Rewrite the following Section as follows:
8.0 DEFAULT AND REMEDIES.

a. Any of the following shall constitute a default by Customer ("Default"):
   (i) failure to pay any amounts when due and such failure remains unremedied for ten (10) days from the due date; or,
   (ii) failure to comply with any provisions or perform any of its obligations arising under this Agreement or under any other documents or agreements relating to this Agreement, and such failure remains unremedied by Customer for a period of twenty (20) days.

b. Upon Default, CSA may exercise any one or more of the following remedies (which remedies shall be cumulative):
   (i) terminate this Agreement and/or any applicable Schedule;
   (ii) declare all amounts due from Customer immediately due and payable in full; and
   (iii) require that Customer return the Products to CSA and in the event Customer fails to return the Products, seek compensatory damages, if any. In the event that Customer returns the Products and CSA has terminated the Agreement, CSA may sell or lease the Products at such place as CSA may deem advisable and CSA may be the bona fide purchaser at any such sale, and the net sale proceeds, after deducting the costs and expenses for such sale or lease, shall be applied to Customer's obligations to CSA with Customer remaining liable for any deficiency and with any excess being retained by CSA. The sale or lease proceed shall be verified by CSA to Customer within ten days of said sale or lease;
   (iv) require Customer to pay all expenses, including reasonable attorney fees and costs, in connection with the retaking, refurbishing, selling or the like of the Products;

16.0, Subsection (h.) MAINTENANCE TERMS AND CONDITIONS. Rewrite the following paragraph as follows:
Maintenance shall be automatically renewed for successive one (1) year terms at CSA's then-current charges and under the terms and conditions herein unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term. CSA may also notify Customer ninety (90) days in advance of the time of renewal that Maintenance for specific Products covered under this Agreement will not be renewed. Customer may terminate Maintenance in any renewal term upon thirty (30) days prior written notice. If Customer provides notice of Intent to terminate in a renewal term, Customer shall be responsible for the charges for the period of coverage up until the effective date of termination.

25.0 MISCELLANEOUS. Rewrite the following Section as follows:
This Agreement shall constitute the entire agreement between Customer and CSA with respect to product(s), services and software. Any variance from or additions to the terms and conditions of this Customer Agreement, or any amendments, schedules or addenda, in any purchase order or other written notification from Customer will be of no effect. This Agreement may not be assigned by Customer without the written consent of CSA and shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, permitted successors and assigns. Customer may deliver the signed Agreement to CSA by facsimile or electronic transmission. By delivering the Customer signed Agreement to CSA by facsimile or electronic transmission, Customer intends and agrees that such facsimile or electronic transmission shall constitute an original of the Agreement, shall be legally binding on Customer as if the Agreement were manually signed by Customer and personally delivered to CSA, shall be the best evidence of the Customer's agreement and shall be admissible in any legal proceeding. CSA shall have no duty or obligation whatsoever to verify or inquire as to the validity, execution, signer's authority, or any other matter concerning the propriety of the facsimile or electronic transmission. No amendment hereunder shall be effective unless in writing, signed by the parties hereto and no waiver shall be effective unless in writing, signed by the party to be charged. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. Except for obligations of payment, neither CSA nor Customer shall be liable for nonperformance caused by circumstances beyond their control, during the time such circumstances exist including, but not limited to, work stoppages, floods, and Acts of God. Customer agrees that CSA may use Customer's name and/or logo in connection with press releases, marketing literature, advertising and other public announcements or publicity materials concerning the Products acquired by Customer from CSA. CSA does not acquire any ownership interest in any Customer trademarks. CSA shall properly attribute ownership of Customer's trademarks to Customer. The captions in this Agreement are for convenience only and shall not define or limit any of the terms hereof. This Agreement is the result of negotiation between the parties and, accordingly, shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO ITS CHOICE OF LAW RULES. Each party expressly and irrevocably agrees: (a) that any and all legal disputes whatsoever concerning this Customer Agreement and any amendments, schedules or addenda entered into hereunder, must be brought in the State or Federal courts located in Orlando, Florida and that such courts shall have the exclusive jurisdiction and authority to resolve such disputes; (b) to submit to the jurisdiction of the State and Federal courts located in Orlando, Florida, for purposes of resolving legal disputes concerning this Agreement and any Schedules entered into hereunder, and to waive any and all objections to personal jurisdiction and/or to venue; and (c) to waive any right to trial by jury in legal disputes concerning this Agreement and any amendments, schedules or addenda entered into hereunder.

Add new Sections as follows:

26.0 NON APPROPRIATION: No provision herein shall constitute or be construed as an indirect or direct pledge of the Customer's ad valorem taxing power. In the event Customer is in default of the Agreement because (i) funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of Customer's obligations under the Agreement during said fiscal period; (ii) such non-appropriation did not result from any act or failure to act of Customer; (iii) Customer has exhausted all funds legally available for all payment due under the Agreement; and (iv) there is no other legal procedure by which payment can be made CSA. Then, provided that (a) Customer has given CSA written notice of the occurrence of (i) above thirty (30) days prior to such occurrence; (b) CSA has received a written opinion from Customer's counsel verifying the same within ten (10) days thereafter; and (c) Customer does not directly or indirectly purchase, rent or in any way acquire any services or Products similarly supplied or provided for hereunder; upon receipt of the Products delivered to a location designated by CSA at Customer's expense, CSA's remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the Products as CSA in its sole discretion may desire, without any duty to account to Customer.

27.0 PUBLIC RECORDS: Notwithstanding any other provision in this Agreement including, but not limited to, Paragraph 12.0 specifically, the parties acknowledge and agree that this Agreement is governed by the Florida Public Records Act (Ch. 119, Fla. Stat.) and all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with any funds provided by the City pursuant to this Agreement may be considered public records pursuant to Chapter 119, Florida Statutes.

Customer Authorized Signature	**CSA Authorized Signature**
Customer Name: City of Cocoa	Date: 10-7-15
Authorized Signature:	Accepted by:
Name (print): John A. Titkanich, Jr.	Name (print):
Title: City Mgr. Date: 6/24/14	Title: VICE PRESIDENT - FINANCE

Norma Hernandez

From: Sonja Hamilton
Sent: Tuesday, October 10, 2017 3:18 PM
To: Norma Hernandez
Cc: Diane Kozlak
Subject: Purchase Req. 34242--Canon
Attachments: RE: Purchase Req. 31480--Cannon MX agreement

Norma,

I've approved this req. with reservations again this year. The agenda item was to approve this multi-year agreement for one year, spanning two fiscal years. Although the agreement only terminates upon written notification, the agenda was written to terminate in 2015. Next year, please prepare an agenda item for a multi-year agreement and capture the price increases as well.

I've returned the req. to add last year's PO #.

Thank you.

--Sonja

Sonja Hamilton
Purchasing & Contracts Manager
65 Stone St., Cocoa, FL 32922
(321) 433-8833 I shamilton@cocoafl.org
Fax: (321) 433-8860

COCOA FLORIDA

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Legislation Details (With Text)

File #:	18-233	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	6/8/2018			**In control:**	City Council
On agenda:	7/10/2018			**Final action:**	
Title:	Authorize the City Manager to execute a multi-year contract addendum between the City of Cocoa and Orange Lien Data, LLC for Lien Search Services. (Interim Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FRSData, LLC Contract Orange Lien Data Request to Renew Contract Orange Lien Contract Addendum 2018-2020				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 28, 2018
Agenda Date: July 10, 2018
Prepared By: Jessica Dovale, Utility Customer Service Manager
Through: Lora Howell, Interim Finance Director
Requested Action:
To authorize the City Manager to execute a multi-year contract addendum between the City of Cocoa and Orange Lien Data, LLC for Lien Search Services.

BACKGROUND:

The City currently contracts with Orange Lien Data, LLC, formerly FRS Data, LLC, to conduct lien searches at the request of a customer on behalf of the City. The customer may initiate a lien search, for a nominal fee, on a property inside the City that includes code liens and violations, open permits or assessments or on a property inside the City's water distribution network that includes water/sewer liens through the City's website or by contacting Orange Lien Data, LLC.

Orange Lien Data, LLC receives the request and customer's payment, performs a real-time records check against the City's database, returns the results, in accordance with Chapter 119 Florida Statutes, to both the customer and the City simultaneously, and remits a portion of the payment to the City.

Orange Lien retains $12.50 per transaction and the remaining portion of the transaction fee, ranging in $15-45, is received by the City. On average Orange Lien processes 450 lien search requests each month generating approximately $9,000 in revenue monthly. Previously city staff processed and researched lien requests and now the City does not routinely expend any staff resources or expense

to facilitate lien searches. Additionally, contracting with Orange Lien Data, LLC provides an enhanced level of service in terms of being able to process requests in a timelier manner.

The existing three (3) year contract expires October 19, 2018 and includes a two (2) year renewal option. Staff is requesting Council to authorize the City Manager execute a two (2) year renewal addendum to the contract.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

TOTAL COST FOR THE MULTI-YEAR CONTRACT: $0

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

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

Lien Search Agreement
Between City of Cocoa and FRS Data, LLC

This Agreement ("**Agreement**") to Provide Services is made by and between FRS Data, LLC, a Florida limited liability company, located at 317 Northlake Blvd., Suite 1000, Altamonte Springs, FL 32701 ("**FRS**"), and the City of Cocoa, a Florida municipal corporation ("**City**"), 65 Stone Street, Cocoa, Florida 32922. FRS and the City may also be referred to in the singular as "Party" and in the Plural as "Parties".

RECITALS

WHEREAS, the City desires to retain FRS to perform the Services described herein;

WHEREAS, FRS desires to provide the Services described herein and agrees to do so under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

DEFINITIONS

Effective Date: Shall mean the date on which this Agreement is signed by the last Party as indicted on the signature page of this Agreement.

Days: Shall mean calendar days unless otherwise specified.

Section I
PROFESSIONAL SERVICES

The Parties agree to perform the Services described below in accordance with the specifications, terms, and conditions, including compensation and expenses, set forth herein.

FRS shall respond to requests for information from third-party organizations (including, but not limited to title companies) for City lien information on behalf of the City ("**Services**"). The City will provide the information necessary to complete reports to FRS on a weekly basis.

Section II
ASSIGNMENT

This Agreement may not be assigned by either Party without prior written consent of the other Party. It is expressly intended and agreed that no third-party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.

Section III
PAYMENTS

FRS shall charge third-party organizations requesting lien information a $30.00 flat fee for each lien search transaction requeested. FRS shall be entitled to a portion of this fee in the amount of $12.50 for this service, and the City shall be entitled to the $17.50 difference for each such transaction. FRS shall mail City a check for all payments due to City on a monthly basis along with appropriate documentation showing the number of lien searches performed and the total amounts due to, and collected by FRS under this Agreement each month.

FRS shall require payment upon ordering from all third-party requestors except those whose credit has been established with FRS. Any invoice not paid by a third-party organization within thirty (30) days shall be deemed past due and subject to interest at 1.5% per month. The parties agree that this late charge is a reasonable estimate of the damage FRS will incur if amounts due are not paid on time, and FRS shall be entitled to keep this 1.5% fee in its entirety.

Section IV
LITIGATION

If FRS is requested to produce documents, witnesses, or general assistance pursuant to litigation, arbitration, or mediation in support of the City in an action where FRS is not an adverse party, the City shall reimburse FRS for all direct expenses and time in accordance with FRS's current Rate Schedule provide appropriate documentation and/or receipts are provided by FRS to the City.

Section V
PERFORMANCE WARRANTY

FRS warrants that all Services provided hereunder will conform to the requirements set forth by the City, and will be performed consistent with generally prevailing professional and industry standards. The City shall notify FRS in writing of any deficiencies under this section and provide FRS with thirty (30) days to cure the deficiency.

Section VI
DISCLAIMER AND LIMITATIONS OF LIABILITY

With the exception of the express warranties in this Agreement, FRS makes NO OTHER WARRANTY, EXPLESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section VII
INTELLECTUAL PROPERTY

All rights to patents, trademarks, copyrights, and trade secrets owned by FRS remain the property of FRS. FRS does not grant the City any right or license to any such intellectual

property. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FRS shall indemnify, hold harmless and defend the City, its officers, agents, officials, representatives, and employees against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of FRS, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees with respect to any intellectual property, patent and/or copyright infringements.

Section VIII
CONFIDENTIALITY

Subject to Section XVIII of this Agreement, FRS shall use reasonable efforts to keep confidential all data and information which is marked confidential and furnished to FRS by the City under this Agreement.

Section IX
INDEMNIFICATION

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FRS shall indemnify, hold harmless and defend the City, its officers, agents, officials, representatives, and employees against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of FRS, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees with respect to FRS's responsibilities under this Agreement.

The City will indemnify FRS for any losses due to incorrect information it negligently or willfully provided to FRS. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the state or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

Section X
FORCE MAJEUR

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot;

war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

Section XI
ENTIRE AGREEMNT

This Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind proceeding the date of this Agreement shall not be binding upon either Party except to the extent incorporated herein.

Section XII
DELIVERY OF COMMUNICATIONS

All notices and other communications required by this Agreement shall be writing and shall be delivered either by personal delivery, by mail, or e-mail. If delivered by mail, notices shall be sent by Express Mail or by certified or registered mail, return receipt requested, with postage and charges prepaid. Electronic mail is an acceptable means of communication and all e-mail communications shall be sent to the e-mail addresses below.

All notices and other written communications under this Agreement shall be addressed as indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

FRS Data, LLC
317 Northlake Blvd., Suite 1000
Altamonte Springs, FL 32701
ATTN: Stewart Holley
info@frsdata.com

The City
City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8680

Section XIII
DISPUTE RESOLUTION

Parties' Good Faith Attempt to Resolve Disputes. The Parties agree that every dispute or difference between them arising under this Agreement, including a failure to reach a decision as described in this Agreement, shall be first attempted to be settled by a meeting of the Parties attempting to confer and resolve the dispute in a good faith manner.

Section XIV
GOVERNING LAW & JURISDICTION

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

Section XV
ATTORNEY'S FEES AND COSTS

The prevailing Party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

Section XVI
TERM OF AGREEMENT

This Agreement is effective from the date of execution for a period of three (3) years unless terminated by the Parties as allowable hereunder. The City has the option of extending the contract for up to two (2) additional years at its sole discretion with written notice to FRS.

Section XVII
TERMINATION

This Agreement may be terminated, with or without cause, by either party with (30) days prior written notice to the other party, without penalty. In the event of such termination each party shall be entitled to payment for outstanding Services provided prior to the termination date.

Section XVIII
PUBLIC RECORDS

In accordance with section 119.0701, Florida Statutes, FRS agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with any funds provided by the City pursuant to this Agreement may be considered public records pursuant to Chapter 119, Florida Statutes. FRS agrees to keep and maintain any and all public records that ordinarily and necessarily would be required by the City in order to perform the services required by this Agreement. FRS also agrees to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law. FRS shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. In addition, FRS shall meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the FRS upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If FRS does not comply with a public records request, the City shall have the right to enforce the provisions of this Paragraph. In the event that FRS fails to comply with the provisions of this Paragraph, and the City is required to enforce the provisions of this Paragraph, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to FRS's failure to comply with the provisions of this Paragraph, the City shall be entitled to

collect from FRS prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Paragraph against FRS. And, if applicable, the City shall also be entitled to reimbursement of any and all attorney's fees and damages which the City was required to pay a third party because of FRS's failure to comply with the provisions of this Paragraph. This Paragraph shall survive the termination of this Agreement.

Section XIX
MISCELLANEOUS

a) The captions of each paragraph of this Agreement are inserted solely for the reader's convenience and are not to be constructed as part of this Agreement.

b) If any provision in this Agreement is determined by a competent authority to be unenforceable, all other provisions of this Agreement shall continue in full force and effect. Similarly, if any provision is determined to be unenforceable due to terms exceeding that which is allowable under the law, that provision shall be enforced to the fullest extent allowable under the law.

c) The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be constructed as waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no forbearance or waiver occurred.

d) FRS is an independent contractor, and neither FRS nor FRS's staff shall be deemed employees of The City.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Digital or electronic signatures shall have the same force and effect as an original.

The parties to this Agreement have caused it to be executed on the date indicated below.

FRS Data, LLC

By: _____
Stewart Risinger Holley
Title Managing Member

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 19th day of OCT 2015, by Stewart Risinger Holley as Managing member of FRS Data, LLC, a Florida limited liability company, [X] who is personally known to me or [ ] who has produced _____ as identification.

VALERIE STRMISKA
MY COMMISSION # FF 108696
EXPIRES: April 23, 2018
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC, State of Florida
My commission expires: 4/23/2018.

CITY:

CITY OF COCOA, FLORIDA:

By: _____
John A. Titkanich, AICP,
City Manager

ATTEST:

By: _____
Carie Shealy, City Clerk

ORANGE
LIEN DATA
Giving You More Time to Manage Your Department

The City of Cocoa
65 Stone Street
Cocoa, FL 32922

May 3rd, 2018

Dear Valued Client,

Subject: Lien Search Agreement Extension Request

I am writing this letter on behalf of Orange Lien Data, f/k/a FRS Data to request an extension of our agreement period for 2 years. Our current agreement expires on the 19th of October 2018. The extension, if granted, would set the new expiration date to the 19th of October 2020.

We hope that our service to you these past 3 years has exceeded your expectations and we look forward to continuing to service you for the next 2 years.

We are looking forward to hearing from you soon. In case of any queries, kindly contact Allison Smith directly at 407.670.8520.

Sincerely,

David M. Harington
Managing Member
Orange Lien Data, LLC

Lien Search Agreement Extension
to Agreement Executed October 15, 2015
Between the City of Cocoa and FRS Data, LLC

THIS AGREEMENT is made and entered into this **10th day July of 2018**, by and between Orange Lien Data, LLC (f/k/a FRS Data, LLC*) whose address is 424 E Central Blvd., Suite 376 Orlando, FL 32801, hereafter referred to as "Orange Lien" and the City of Cocoa, whose address is 65 Stone Street, Cocoa FL 32922, a Florida municipal corporation, hereafter referred to as the "City".

Extension Provisions

WHEREAS, the City elects to exercise Section XVI (TERM OF AGREEMENT) to extend said agreement for a period of two (2) additional years beginning October 15, 2018 through October 15, 2020.

All other matters to said agreement remain the same.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Digital or electronic signatures shall have the same force and effect as an original.

The parties to this Agreement have caused it to be executed on the date indicated above.

Orange Lien Data, LLC

By: _____
David M. Harrington
Title: Managing Member

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 26th day of June 2018, by David M. Harrington as Managing Member of Orange Lien Data, LLC a Florida Limited Liability Company, (X) who is personally known to me or ( ) who has produced _____ as identification.

By: _____
NOTARY PUBLIC, State of Florida
My commission expires: 7/4/2021

KRISTIE PEDERSON
MY COMMISSION # GG120992
EXPIRES: July 04, 2021

CITY:
CITY OF COCOA, FLORIDA:

By: _____
John A. Titkanich, AICP
City Manager

*FRS Data, LLC changed name to Orange Lien Data, LLC on August 1, 2017.