City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, June 12, 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 18-218 Approve the Agenda for the Regular meeting of June 12, 2018, as presented or with amendments.

Attachments: 06-12-18.pdf

MINUTES:

II.2(a) 18-214 Approve the Minutes for the Budget Workshop of April 23, 2018, as written or with amendments.

Attachments: 04-23-18 Budget Workshop.pdf

II.2(b) 18-216 Approve the Minutes of the Regular meeting of April 24, 2018, as written or with amendments.

Attachments: 04-24-18 Minutes.pdf

II.2(c) 18-217 Approve the Minutes of the Regular meeting of May 8, 2018, as written or with amendments.

Attachments: 05-08-18 Minutes.pdf

III. AWARDS AND PRESENTATIONS:

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

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

Attachments: Cocoa FL MACP Proposal - 5.7.18
NASSCO MACP Inspection Form
Resolution - Sole Source -Redzone Robotics.doc
Sole Source Form - Redzone Robotics.pdf

V.2 18-212 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). (Public Works Director)

Attachments: 05_25_18_RFQ 18-15-COC_ Marine Construction Services
Q-18-15-COC Final MEMO
Copy of Marine_Construction Svcs RFQ Score Sheet

VI. PUBLIC HEARINGS:

VII. COUNCIL BUSINESS:

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

Attachments: Space Coast Marathon Course 26
Marathon Course Map 2018
Marathon South Course Snapshot 2018
North Half Course Map 2018
South Half Course Map 2018

VIII. CITY BUSINESS:

VIII.1 18-164 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 authorize a temporary increase to the employee headcount. (Interim Finance Director)

Attachments: Staff Accountant_v3_part-time GRM Revised.docx
Budget Resolution FY 2018 - contract employee
BAF-FN-PT-Temp Emply (06-12-18)~Agenda 18-164 - FY18.pdf

VIII.2 18-201 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. (Utilities Director)

Attachments: Letter of Compliance - Use of Chorine Gas at DWTP
WTC - Quote 88725.00
Email fr CM for emergency purchase
Resolution - Budget Adjustment for Emergency Shutoff Valve
BAF-UT-Emergency Shutoff Valve System (6-12-18) _ Agenda 18-201 - FY18.p
Sole Source Resolution 2018.doc

VIII.3 18-211 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. (City Manager)

Attachments: 04_12_17 Contract fr Independent_ Professional Services highlighted
Agenda 04-11-17 ICMA
04_11_17 CPSM Approval
Budget Resolution.pdf
BAF-CM-CPSM Presentation (6-12-18)~ Agenda 18-211 - FY18..pdf

VIII.4 18-228 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. (Administrative Services Director)

Indexes: workers compensation

MULTI-YEAR CONTRACTS:

VIII.5 18-195 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. (Chief of Police)

Attachments: 2018 Rockledge Crossing Guard.pdf

VIII.6 18-208 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. (Fire Chief)

Attachments: DirectTV contract Dixon.pdf
DirectTV contract Brunson.pdf
DirectTV contract SR524.pdf
Basic Cable Service.msg

VIII.7 18-219 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. (Public Works Director)

Attachments: Supporting Documentation FPL LED Lighting Plan
Standard FPL Street Lighting Agreement

IX. INFORMATIONAL AGENDA:

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

Attachments: March 2018 Council Report by District
Aprl 2018 Council Report by District

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

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

Legislation Details (With Text)

File #:	18-218	**Version:**	2	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	5/31/2018			**In control:**	City Council
On agenda:	6/12/2018			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of June 12, 2018, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	06-12-18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 31, 2018
Agenda Date: June 12, 2018
Prepared By: Monica Arsenault, Assistant City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of June 12, 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:

N/A

BUDGETARY IMPACT:

N/A

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 June 12, 2018, as presented or with amendments.

AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: June 12, 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 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)

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

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

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

V. 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)

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)

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)

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)

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)

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)

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)

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)

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)

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:

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

XI. ADJOURNMENT.

NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

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

Legislation Details (With Text)

File #:	18-214	**Version:**	2	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	5/29/2018			**In control:**	City Council
On agenda:	6/12/2018			**Final action:**	
Title:	Approve the Minutes for the Budget Workshop of April 23, 2018, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-23-18 Budget Workshop.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 29, 2018
Agenda Date: June 12, 2018
Prepared By: Monica Arsenault, Assistant City Clerk
Through:
Requested Action:
Approve the Minutes for the Budget Workshop of April 23, 2018, as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes for the Budget Workshop of April 23, 2018, as written or with amendments.

MINUTES

CITY OF COCOA
SPECIAL MEETING OF THE CITY COUNCIL
BUDGET WORKSHOP

April 23, 2018

A Budget Workshop was held on Monday, April 23, 2018, in City Council Chambers at Cocoa City Hall, 65 Stone Street, Cocoa, Florida as publicly noticed.

I. OPENING MATTERS:

Deputy Mayor Blanco called the workshop to order at 5:35 p.m.

Councilman Whipple provided the invocation. Councilman Boisvert led the assembly in the Pledge of Allegiance.

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

Other Staff Members Present:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Nancy Bunt, Deputy Community Services Director; Gene Prince, Fire Chief; Jonathan Lamm, Deputy Fire Chief; Michael Cantaloupe, Chief of Police; Lora Howell, Interim Finance Director; and Lea Taylor, Budget Analyst.

II. WORKSHOP TOPICS:

1. Budget Presentation

City Manager Titkanich explained that the purpose of the workshop is to lay the foundation for the FY19 budget. He explained that projections, priorities, and influencing factors that will affect the budget need to be discussed as well as to obtain direction from Council. Lastly, there will be discussion held on the FY19 Budget Calendar.

He noted that information regarding upcoming budget meetings has been posted on social media to encourage the attendance and input of the community.

City Manager Titkanich mentioned that the City received a Certificate of Achievement for Excellence in Financial Reporting in 2017 from the Government Finance Officers Association. The City was also assigned the Aa2 rating from Moody's Investors Service. He noted that the City of Orlando only received a rating of Aa1. He stated that he feels the City is off to a good start and is on the right track towards fiscal sustainability.

Councilman Whipple inquired about the ranking of the ratings. In response, City Manager Titkanich explained that Aa2 is the third highest ranking and Aa3 is the highest ranking that can be achieved.

City Manager Titkanich shared a snapshot of the current budget. He stated that revenues are at forty-seven percent and the expenses are at forty-five percent in the General Fund. He explained that revenues are at thirty-six percent and expenses are at forty-one percent in the Water/Sewer Fund, however there is a one week lapse that has not been accounted for as the numbers were not completed in time. Additionally, revenues are at thirty-eight percent and expenses are at forty-one percent in the Stormwater Fund.

City Manager Titkanich explained external factors and challenges. This includes the Consumer Price Index, Municipal Cost Index, Construction Cost Index, along with wages, salaries and compensation for state and local government workers. Additionally, the passage of Amendment 1, which is the Expanded Homestead Exemption, catastrophic claims, an increase in health insurance, and natural disasters pose as challenges. He stated that the City still has not received full reimbursement for Hurricane Matthew and the City has not received any money for Hurricane Irma. Furthermore, he explained that there are still expenses that have not hit the books yet that will effect both the Utilities Fund and the General Fund reserves. He stated that there is no definite date as of yet as to when the City will receive reimbursement.

Councilman Whipple asked for additional information regarding the status of the reimbursement from the hurricanes. In response, Ms. Lora Howell provided an update. She stated that the City has received a large portion of funds from Hurricane Matthew; however, there is still approximately one hundred and forty thousand dollars left to be received. This is reimbursement for two outstanding categories, one of them being debris. She stated the City is still working through the process of receiving funds for Hurricane Irma and staff works with FEMA every week to keep the process moving. She noted that even though it is a cumbersome process it seems to be moving along smoothly so far.

City Manager Titkanich provided a brief history leading up to the current budget. In FY15 Stantec worked collaboratively with City staff to develop a Fiscal Sustainability Model. The City was able to use the modeling process to assess options for the fund's sustainability over a ten year projection period. He explained that the City worked with Stantec to update the model for the upcoming FY19 Budget Process. This process involved updating and validating projections, looking at capital funding availability, and evaluating FY19 Utility rates and Millage and Fire assessment rates.

He explained the basis for FY19 General Fund analysis. He explained that in order to determine the preliminary FY19 budget staff utilized the amended FY18 budget, the FY17 CAFR, and extrapolated existing revenues for FY19 projections. Staff took into account departmental requests and projected expenses for future fiscal years through FY2027. He explained that the idea is to maintain the Fund Balance, or Reserves, equal to four months of O&M expenses. City Manager Titkanich mentioned the Capital Improvements Program (CIP) which is a five year program. Each department has submitted their requests. He stated that the CIP review is underway.

City Manager Titkanich noted the budget expenses and revenue drivers. He mentioned that there is an ARC increase in Public Safety Pensions, however, it is important to note that the City is still below thresholds enacted through Pension Reform.

City Manager Titkanich explained the uses of the General Fund balance. He stated that per the Fund Balance Policy, reserves are used for capital expenses only, they cannot sustain recurring expenses. The fund balance must be preserved at the minimum reserve requirement. Furthermore, the City can continue use for catalytic Capital/Economic projects to enhance overall City growth and quality of life.

He shared personnel requests subject to funding availability. The requests are as follows:

- Community Services:
    - Convert Contract Services to FTE or Building and Permitting
- Finance:
    - Customer Service Representative in FY19
    - Staff Accountant (mid-year FY19, TCR/SJR Regional Project)
- Fire:
    - Training Officer (Part-Time GE-12)
- Police:
    - 1 Detective (CPSM Study)
    - 1 Administrative Specialist for Support Services/CID (CPSM Study)
    - 1 Code Enforcement Officer
    - 2 School Resource Officers
- Public Works:
    - 2 Maintenance Workers
    - 1 Fleet Technician
    - Assistant Manager Streets/Stormwater

City Manager gave his recommendations on which items should be prioritized. They are as follows:

- Community Services:
    - Convert Contract Services to FTE or Building and Permitting
- Police:
    - 1 Administrative Specialist for Support Services/CID (CPSM Study)
    - 1 Code Enforcement Officer
- Public Works:

- 2 Maintenance Workers
- Assistant Manager Streets/Stormwater

Councilman Whipple asked how many employees are currently working in the Building Department. In response, City Manager Titkanich explained that there is only one Building Official, one Building Inspector, one Permitting Technician and one Plans Examiner. He explained that if this item is approved in the budget than the City would contract with a third party to assist with inspections and plan reviews and it would also allow for an upgrade for the Permitting Technician so that instant issue permits can be done.

Councilman Whipple inquired about the Public Works positions. Additionally, he inquired whether a second Code officer could be hired. In response, Assistant City Manager Fuhrer and City Manager Titkanich explained that these would be new positions, meaning the head count at Public Works would increase or if there are any positions that are currently "frozen" they would become "unfrozen". In regards to a second Code officer, City Manager Titkanich stated that there are already three officers, one of which is the Code Enforcement Manager. If the budget is approved, this would allow for one additional Code Officer.

City Manager Titkanich reviewed community based requests. These include:

- Cocoa Logistics Training Center – Clearlake Education Center
  - Partnership with BPS subject to FL DEO Job Growth Grant
  - Consistent with 2015 City Economic Base Analysis and Strategic Plan Economic Development Goal 2, Objective 2.1
  - $100,000 capital construction grant
  - Annual operating contribution of $10,000
  - Certified Logistics, Welder, Heavy Equipment Operators, Warehouse Management, Inventory Management, Port and Railroad Worker Training
    - Up to 25% of students would be Cocoa residents, first right to participate

City Manager Titkanich recommended support through Assigned Economic Development Catalyst Funds.

City Manager Titkanich noted that Principal Rachad Wilson from Cocoa High School had met with members of Council to discuss the potential assistance the City could offer in funding several school initiated projects. They are as follows:

- Rubberized track - $145,000 ($120,000)
  - BPS provides $25,000 for School Initiated Projects
- Turf Field - $185,000 ($160,000)
  - BPS provides $25,000 for School Initiated Projects
- Gym Bleachers - $85,000 ($60,000)
  - BPS provides $25,000 for School Initiated Projects

City Manager Titkanich stated that the total request is for $400,000, which would be $80,000 per year for five years. He recommended that Council delay commitment until the outcome of Amendment 1 and that the maximum commitment match BPS contributions.

Discussion was held among Council regarding the request from Cocoa High School. Deputy Mayor Blanco stated that Cocoa High is already known for their strong athletic programs and if the City assists with paying some of the costs of these projects it will help raise the quality of these programs even more.

Councilwoman Warner stated that at the very least, she would like to see the City assist Cocoa High School with some of their fund raising for these projects.

For the purpose of planning the upcoming budget, City Manager Titkanich asked if there was a consensus among Council to commit funds to match BPS contributions for the upcoming budget year and then coming back next fiscal year to consider additional commitments thereafter.

A consensus was made among Council to agree to the recommendation made by the City Manager.

City Manager Titkanich explained that staff will be reviewing Capital Improvement Plan projects for Public Works. He reviewed the budget prioritization in terms of imperative priorities, essential priorities, important priorities, and desired priorities.

He discussed the Financial Analysis Management System (FAMS) model for the General Fund. He noted that this is a preliminary analysis. He provided a brief background and stated that this is a mid-year update to provide preliminary rate plan adjustments utilizing current available data. He explained that this will be updated again with the FY19 budget once it is available. He stated that the prior year analysis showed that the General Fund will be sustainable over the next ten years and it is able to fund the capital projects that were discussed last year, that were included in the model, but were not included in the budget.

City Manager Titkanich reviewed the Budget Development Philosophy for FY19. He noted that in FY15 and FY16 the focus was on public safety and in FY17 and FY18 the focus was on community improvements and infrastructure. In FY19 the focus will be on community improvements and employee investments. This includes:

- Maintain/enhance current LOS
- In addition to providing negotiation raises, provide for level of market equity adjustments for those employees who were hired before implementation of Pay Plan adopted in 2015, and who haven't already received market rate adjustments
- Maintain employee benefits at reasonable levels
- Strategic use of Fund Balance Reserves
- Work in collaboration with CRAs to implement certain redevelopment projects

- Diamond Square CRA – Dr. Joe Lee Smith Center
- Cocoa CRA – updated Waterfront Master Plan

Council expressed their pleasure in providing raises to long standing employees and having competitive rates to encourage people to come and work for the City.

A consensus was made by Council to agree to the proposed Budget Development Philosophy for FY19.

Councilman Whipple inquired about establishing a Key to the City program. In response, City Manager Titkanich explained that this would need to be included in the City Clerk's budget. Councilman Whipple stated that the program would need a policy established and certain requirements would need to be met.

City Manager Titkanich explained the FY19 General Fund revenue assumptions. They are as follows:

- Millage Rate – maintain at 5.9790 mills
- Fire assessment – return to 3% increase from last year's 5% increase
    - FY18 additional increase related to unanticipated higher than projected Debt Service for Fire Protection Assessment Revenue Bonds
- Strategic use of unassigned fund balance for one-time capital and non-recurring expenditure

City Manager Titkanich shared a General Fund trend over the next ten years. He explained that the current analysis shows continued sustainability of the fund.

He asked Council if there is a preliminary consensus for the following:

- Maintain the current Millage Rate at 5.9790
- Preliminary Tax Roll will not be received from BCPA until June 2018
- FY19 projected 3% Fire Assessment Rate increase
    - Reduction from FY18 5% increase to account for higher than projected debt service

A consensus was made by Council to agree to the proposed preliminary recommendations made by the City Manager.

City Manager Titkanich pointed out key observations in regards to the General Fund. The observations include:

- Current analysis shows continued sustainability of the Fund
- New Homestead Exemption included in analysis
- Approximately $110,000 dollars in Ad Valorem revenues lost in FY2021
- Unanticipated costs associated with Hurricane Irma utilized available reserves
- Slightly less available funds for Catalytic projects
    - Total 10-year CIP: $32.5 million

- Prior plan: $34 million

City Manager Titkanich asked Council for a preliminary consensus to approve the following:

- Millage Rate
  - Maintain current millage rate – 5.9790
  - Preliminary tax roll will not be received from BCPA until June 2018
- Fire Assessment Rate
  - FY19 projected 3% increase
    - Reduction from FY18 5% increase to account for higher than projected debt service

A consensus was made by Council to agree to the proposed preliminary recommendations made by the City Manager.

City Manager Titkanich discussed key observations in regards to the Water and Sewer Fund. The observations include:

- Preliminary 5% annual rate adjustments
- Additional revenues to offset reduced water sales
- Funds higher level of near-term debt for capital needs
- Provides strong debt service coverage
- Maintains reserve balances above minimum target (5 months O&M costs)

Key issues are as follows:

- Minimum Rate Plan: 3.5% annual rate adjustments
- Would require significantly higher levels of borrowing for future capital needs
- Shows weakened debt service coverage to minimum levels
  - 1.5 coverage ratio as minimum
  - 2.0 recommended
- Lesser available emergency reserves than recommended adjustments
  - Reserves used for capital and debt service

City Manager Titkanich spoke about the Water and Sewer Fund trend over the next ten years.

He asked if there is a consensus among Council to accept the preliminary utility rate. Council agreed.

In closing, City Manager Titkanich shared the following announcements:

- June 28, 2018 at 5:30pm - Fiscal Sustainability Update/Budget Priority Workshop
- July 10, 2018 - at 6:00pm - TRIM Hearing to set the tentative ad valorem millage rate
- July 16, 2018 - City Council provided the FY 2019 Budget/CIP Workbooks NLT

- August 8, 2018 at 5:30pm - FY 2018 Budget/CIP Workshop
- August 28, 2018 @ 6:00 p.m.
  - Resolution – Stantec Utility Rate Study/Rate Increase
  - Resolution – Fire Protection Assessment
- September 5, 2018 at 5:30pm – 1st Public Hearing
  - Vote for a Proposed Millage Rate
  - Vote on the Proposed FY2019 Budget
- September 13, 2018 at 5:30pm - 2nd Final Public Hearing
  - Adopt Millage Rate
  - Adopt the FY2019 Budget

City Manager Titkanich asked if there were any additional questions or comments. There being no response, the meeting was adjourned.

III. ADJOURNMENT:

*** MOTION by Councilman Boisvert; Seconded by Deputy Mayor Blanco, to adjourn the Special Meeting of the City Council of April 23, 2018.**

AYES: Boisvert, Warner, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

The Budget Workshop adjourned at 7:09 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk
(Transcribed by M. Arsenault, Assistant City Clerk)

Legislation Details (With Text)

File #:	18-216	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	5/31/2018			**In control:**	City Council
On agenda:	6/12/2018			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of April 24, 2018, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-24-18 Minutes.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 31, 2018
Agenda Date: June 12, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of April 24, 2018, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

There is no budgetary impact.

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of April 24, 2018, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

April 24, 2018

A Regular City Council meeting was held on Tuesday, April 24, 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 6:03 p.m.

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

The City Clerk took the roll.

PRESENT:	Henry U. Parrish III	Mayor
	Jeri Blanco	Deputy Mayor
	Don Boisvert	Councilman
	Brenda Warner	Councilwoman (arrived at 6:06 p.m.)
	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; and Jason McCuen, Helpdesk Support Tech.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of April 24, 2018 (18-115)

2. Minutes: (a) Mayor's Town Hall Meeting on February 20, 2018 (18-116)
(b) Regular Meeting of February 27, 2018 (18-117)
(c) Regular Meeting of March 13, 2018 (18-118)
(d) Regular Meeting of March 27, 2018 (18-143)

The Agenda for the Regular meeting of April 24, 2018 was amended to remove Consent Item V.1; Add City Business VIII.5; and to move Consent Item V.3 to City Business VIII.

* **MOTION by Councilman Boisvert; Seconded by Deputy Mayor Blanco, to approve the Agenda for the Regular meeting of April 24, 2018 as amended.**

AYES: Parrish, Blanco, Boisvert, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)[1]

* **MOTION by Councilman Boisvert; Seconded by Deputy Mayor Blanco, to approve the Minutes for the Mayor's Town Hall Meeting on February 20, 2018; Regular Meeting of February 27, 2018; Regular Meeting of March 13, 2018; and the Regular Meeting of March 27, 2018.**

AYES: Parrish, Blanco, Boisvert, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)[2]

III. AWARDS AND PRESENTATIONS:

1. Proclamation: Florida Water Professionals Month. (18-144). (Utilities Director)

Mr. Walsh read a Proclamation into the record, proclaiming April as "Florida Water Professionals Month".

2. Presentation of the 2018 Volunteer of the Year. (18-151). (Mayor Parrish)

Mayor Parrish and Council presented the 2018 Volunteer of the Year Award to Mr. Rip Dyal. Councilwoman Warner provided a brief background on Mr. Dyal and spoke about his many contributions as a City Board member on the Board of

[1] Councilwoman Warner did not arrive until after the vote was taken.
[2] Councilwoman Warner did not arrive until after the vote was taken.

Adjustment, along with other organizations that he is both a member of and/or volunteers with.

Mayor Parrish added that every volunteer is appreciated and the City always needs more people to volunteer.

IV. DELEGATIONS:

Donna Kettner, 111 Harrison Street, and owner of Green Apples in the Village advised that she walks to work every day and is appalled by the smell of garbage. This is a growing city but there is a garbage problem. There is no reason for the smell and asked that garbage cans be pressure cleaned on a regular basis. She feels that Cocoa Village is not keeping an appealing image for visitors. Additionally, she pays for garbage at both her home and her business and that one day a week she takes her green can to the dumpster. She asked that everyone work together to get this situation resolved.

Mayor Parrish asked if Waste Management was picking up on weekends. In response, Assistant City Manager Fuhrer advised that they had added an additional pickup both pre and post weekend. Furthermore, if the dumpsters are full at certain locations they will come and pick up.

Mayor Parrish noted that the bricks in the village, especially around Pub Americana were dirty. He requested that this be looked into.

Councilwoman Warner asked if the bricks were the owners' responsibility. City Manager Titkanich mentioned he is almost certain it is their responsibility and that he would have the Code Enforcement Manager speak with the owner of Pub Americana.

A brief discussion was held in regards to the cleanliness of the village.

Rev. Johnnie Dennis, 3710 Catalina Drive, Cocoa, spoke about the last time he was at Council and mentioned that he never gets calls. He further spoke about a case of unlawful conduct that went to the State Attorney and that fourteen months ago he made a proposal to the city to end this systemic brutality. He advised there are fifteen cases every year that fall through the cracks and are not reported. He provided a photo of a case in Cocoa, which was passed around by Council and to the Chief of Police.

He felt it was important to have a Citizen's Review Board and it only takes one call to set a board up.

City Manager Titkanich assured him that he would bring back information relating to the photo for him. City Manager Titkanich explained where the consultants for the study were located and spoke about the time line in detail of the process. There were interruptions due to the hurricane and they are now in the process of finalizing dates for a workshop.

Rev. Dennis reiterated that many cases fall through the cracks. He said it is a safety issue not a black or white matter. In response, City Manager Titkanich explained everything that was included in the study and believed it would not be appropriate for him to present the study, as the consultants are the professionals.

Heidi Peterson, 2833 E. Main Street, Mims, Florida, was in attendance on behalf of David Henry, to pick up a proclamation on Parental Alienation. She read the proclamation into the record.

Rip Dyal, 3807 Parapet Drive, Cocoa, thanked Council once again for the surprise of being voted Volunteer of the Year. He would continue to work with the charities that he does. He spoke about "A Day with a Dog" event and thanked Pam from Tales of the Barkery for the event. He spoke about the different events held and thanked the City for allowing the event.

Councilwoman Warner also thanked Pam and thought it was a fun day, there were a lot of families and children.

Aleck Greenwood, Brevard Avenue, Cocoa, mentioned that he was able to give thanks to everyone except for Councilwoman Warner before the meeting for the nice letter received for his volunteer efforts. It meant a lot to him. He spoke about a public meeting regarding the development of 603 Brevard Avenue and that he had spoken with the City Clerk on available dates. He still has to make arrangements for the developer to come but would appreciate a response from staff when dates are finalized. Lastly, he mentioned that Capt. Lanni was doing well and will be available next month for the meeting. He is rested and ready to put more of his time into the City.

V. CONSENT AGENDA:

~~1. Approve the Amendment to Bill of Sale and Easement for USA Today/Florida Today, 3101 Gannett Plaza, Melbourne, Florida; To Approve the City Manager to~~

~~Execute the Amendment to Bill of Sale and Easement Document. (18-119). (Utilities Director)~~

- **This Item was removed from the Agenda.**

2. Approve a Budget Resolution Amending the FY 2018 Budget and to Authorize the City Manager to Approve Change Order #1 to Purchase Order 72271 with All Terrain Tractor for Restoration Services. (18-128). (Utilities Director)

~~3. Accept the recommendation by the Cocoa Community Redevelopment Agency (CRA) to approve the rankings approved by the Staff Selection Committee and select the proposal submitted by The Villas of Cocoa Village for the redevelopment of 915 Florida Avenue (also known as the former location of the Oaks Mobile Home Park); Authorize the City Attorney and the City Manager to negotiate a development agreement. (18-148). (Community Services Director)~~

- **This item was moved to City Business VIII.6.**

4. Approve the selection of two bond underwriting firms for the negotiated sale of the City of Cocoa, Florida Water and Sewer System ("System") Refunding and Revenue Bonds, Series 2018. (18-157). (Interim Finance Director)

*** MOTION by Councilwoman Warner; Seconded by Councilman Boisvert, 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 requested street closure of June 16, 2018 for the Annual Juneteenth Celebration hosted by the Alliance for Neighborhood Restoration, Inc. (18-109). (Community Services Director)

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Consider the Reappointments of Mr. Robert Frey, Ms. Connie Harvey and Mr. James Goins to the Board of Adjustment through May, 2021. (18-114). (Administrative Services Director)

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve a Budget Resolution Amending the FY 2018 Budget through the use of General Fund Contingency, and to approve the Donation Application Request from Endeavour Elementary in the amount of $5,473.00 for the Endeavour Book Project; Declaring that the expenditure of funds in support of the Endeavor Book Project serves a municipal purpose and requiring the City Manager to restrict said expenditure to serve the municipal purpose. (18-121). (Assistant City Manager)

Assistant City Manager Fuhrer spoke about the item and mentioned that this donation would be able to provide every student at Endeavor Elementary with a book to take home over the summer. He discussed in detail the issues that Endeavor has and pointed out that it has been rated a D school and has maintained that grade for several years. The City was asked what they could do to assist the school and the City's answer was to provide a book to each student.

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Consider the Appointment of the following applicants as members of the Sustainability Advisory Committee: Trina Gilliam; Susan Hushla; Robert Musser; and Josephine Shim; and Appoint a City Council Liaison for the Sustainability Advisory Committee. (18-122). (Administrative Services Director)

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilwoman Warner agreed to be the liaison for the Sustainability Advisory Committee.

* **MOTION by Councilman Boisvert; Seconded by Deputy Mayor Blanco, to approve the election of Councilwoman Warner as the liaison for the Sustainability Advisory Committee.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Consider the Reappointment of Captain Ed Lanni as a member of the Cocoa CRA through April, 2022; OR the Appointment of Ms. Candace Rogers to the Cocoa CRA. (18-129). (Administrative Services Director)

* **MOTION by Councilman Boisvert; Seconded by Councilwoman Warner, to reappointment Capt. Ed Lanni to the Cocoa CRA through April, 2022.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilman Whipple asked if there were any other positions, including alternate member positions available for Ms. Rogers. In response, City Attorney Garganese explained that by statute and the City Charter alternate board members are not permitted on CRA's.

The City Clerk agreed to contact Ms. Rogers about other board membership possibilities.

6. Publication of the FY2017 Popular Annual Financial Report. (18-132). (Interim Finance Director)

Ms. Howell presented the item noting it was for informational purposes. Additionally, City Manager Titkanich mentioned it was a great reference to the CAFR that was recently approved.

* **MOTION by Councilman Boisvert; Seconded by Deputy Mayor Blanco, to accept the FY 2017 Popular Annual Financial Report.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

7. Determine City Council's attendance at the Florida League of Cities Annual Conference, in Hollywood, Florida, August 16-18, 2018. (18-134). (Administrative Services Director)

Discussion was held on who would attend the conference in August. It was determined that Deputy Mayor Blanco and Councilwoman Warner will attend.

* **MOTION by Councilman Boisvert; Seconded by Councilman Whipple, to approve the attendance of Deputy Mayor Blanco and Councilwoman Warner at the FLC Annual Conference in Hollywood, Florida, August 16-18, 2018.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

8. Requesting settlement authority for the tentative settlement agreement between former City of Cocoa Police Officer Bruce Niepoetter and National Union (AIG) authorizing the payment of the Workers' Compensation settlement and Workers' Compensation Medicare Set-aside Arrangement; 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; and Approve a Budget Adjustment Resolution amending the FY2018 Budget to transfer funds to the appropriate accounts for the settlement. (18-141). (Administrative Services Director)

Ms. Gemmati presented the item and advised that this settlement was for an old Workers' Compensation claim.

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. CITY BUSINESS:

1. Approve Task Order 2018-91 with CH2M for the Installation of the Automatic Transfer Switch (ATS) at Taylor Creek Reservoir (TCR) and the Groundwater Clear Well Transfer Pump Panel Design and Installation at the Dyal Water Treatment Plant; To Approve a Resolution Amending the FY2018 Budget. (18-106). (Utilities Director)

* **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)

2. Approve the three-year contract between the City of Cocoa and the Central Florida Police Benevolent Association (PBA) Lieutenants for the contract term of October 1, 2017 through September 30, 2020. (18-146). (Administrative Services Director)

Ms. Gemmati advised that this contract has been in the negotiation process for several years and they have worked really hard with the lieutenants to come to an agreement. This is the first agreement with the lieutenants.

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve an application for a Technical Assistance Grant from the Florida Department of Economic Opportunity Grant and contract with the East Central Florida Regional Planning Council if awarded, to develop a hazards-based Economic Resiliency Plan. (18-154). (Community Services Director)

Ms. Hamilton advised that these next three items were all related in regards to applying for loans that related to resiliency. She explained in detail what they all entailed and mentioned that after the Hurricane Irma, Community Services met to see how things could be done better in the future and what type of plan they could come up with.

This grant is provided through the Florida Department of Economic Opportunity and provides technical assistance grant funding for communities to develop innovative planning and development strategies that promote a diverse economy, vibrant rural and suburban areas, and meet the requirements of the Community Planning Act while protecting environmentally sensitive areas. If this was awarded, the City would contract with the East Central Florida Regional Planning Council to develop an economic resiliency plan.

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve the application for a United States Department of Commerce Economic Development Administration Grant and contract with the East Central Regional Planning Council to increase the economic resiliency of small and medium-sized businesses in Cocoa by developing Continuity of Operations Plans. (18-155). (Community Services Director)

Ms. Hamilton noted that this next grant would focus on economic resilience for economic reasons. For instance, after Hurricane Irma they noticed that some of the smaller businesses were struggling on how to cope with certain things and this grant would help engage with the community and figure out what their needs are. Cocoa has many “mom and pop” type businesses and their lives depend on their business.

.

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Approve an application or a grant from the Florida Department of Environmental Protection’s Florida Resilient Coastline Grant and if awarded contract with the East Central Florida Regional Planning Council to conduct a vulnerability study.

Ms. Hamilton described what this type of grant would entail, noting it would aid in the ability to recover from shocks and stresses. For example, a shock would be a sudden or severe event such as a hurricane, and a stress would be long-term issues such as high unemployment.

* **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)

Mayor Parrish asked where they found these grants and in response, Ms. Hamilton advised they get information from list servers, etc.

Deputy Mayor Blanco asked if there was a way that staff could coordinate with merchants so the merchants know who to contact if they need help. Ms. Hamilton assured her they would.

Mayor Parrish noted that all of these things were seen after the hurricane.

Councilman Whipple asked about the Governor's concerns regarding generators in medical facilities. Ms. Hamilton was aware but did not have information on hand. She stated she would be willing to provide the information at a future meeting.

City Manager Titkanich mentioned that in the aftermath of the nursing home incident the Governor mandated generators in those facilities. He further assured Council that they would focus on the high hazard areas and places, such as nursing homes. He stated that every storm is different and they understand the importance of high hazard buildings.

Councilman Whipple thanked him and stated he wanted the City to abide by the Governor's mandate. He reminded citizens to start getting hurricane supplies now.

City Manager Titkanich further stated that there would be two weeks tax free coming up soon for the purchasing of hurricane supplies.

6. Accept the recommendation by the Cocoa Community Redevelopment Agency (CRA) to approve the rankings approved by the Staff Selection Committee and select the proposal submitted by The Villas of Cocoa Village for the redevelopment of 915 Florida Avenue (also known as the former location of the Oaks Mobile Home Park); Authorize the City Attorney and the City Manager to negotiate a development agreement. (18-148). (Community Services Director)

City Manager Titkanich advised that this was moved from Consent during the amendment of the agenda, however, he noticed that the applicants had left. He deferred this item to the City Attorney since it was in regards to the potential land acquisitions and asked if it should be postponed until the next meeting.

He noted there were two options put forth and explained them in detail. He asked if the Council felt comfortable in allowing himself and the City Attorney to negotiate the critical point.

Councilwoman Warner and Councilman Boisvert had no issues on how they collect and trusted them to make that decision.

City Manager Titkanich explained the history of the property and that while some of the property was in Rockledge the majority of it was in Cocoa. It was determined that the City would facilitate the lead of the redevelopment.

Councilwoman Warner prefers Option #1.

* **MOTION by Councilman Boisvert; Seconded by Deputy Mayor Blanco, to allow the City Attorney, City Manager, and Assistant City Manager to work with the developers on the details of the project.**

City Attorney Garganese mentioned that this was for redevelopment and they would have to come back to Council for final approval and the other part of the issue is that they will have to dispose of the property for redevelopment.

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

MULTI-YEAR CONTRACTS:

7. Approve a multi-year Interlocal Agreement Addendum between the City of Cocoa and the Brevard County Tax Collector's Office for Lockbox Services. (18-123). (Interim Finance Director)

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

8. Authorize the City Manager to approve Amendment #3 to Task Order Number 2017-40, with Terracon Consultants, Inc. for Preparation Services of a

Brownfields Site Rehabilitation Agreement at 6 Rosa L. Jones Blvd., Brevard County Parcel ID 24-36-33-80-20-2. (18-149). (Community Services Director)

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 03/31/2018. (18-124). (Interim Finance Director)

2. Cocoa Police Department Event Statistics for February, 2018. (18-127). (Chief of Police)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (18-138). (Interim Finance Director)

4. FY 2018 Budget Adjustment Report. (18-139). (Interim Finance Director)

5. Data showing the relation between the estimated and actual income and expenses to date. (18-140). (Interim Finance Director)

6. Resignation letter from Mr. Jeff Childers on the General Employees' Pension Board. (18-156). (Administrative Services Director)

X. REPORTS:

Mr. Wegerif provided an update on the Heart of Cocoa Community Meeting Room and advised that construction was underway. The project should be completed by the end of September.

A contractor has also started work on SR 520 as part of the waterfront connector. This is from Mariner's Square, under the bridge to Lee Wenner Park.

Chief Prince advised that on May 1, 2018, operations would start at the new Station #3 and on May 9th operations would start on Station #2. Grand openings

would be on May 19th for both stations. Further information would be announced when plans are finalized for those events.

Ms. Hamilton advised that May 3rd was the first Sustainability Advisory meeting. On May 8th there is a one day resiliency workshop and several members of Community Services will be in attendance. Additionally, May 9th is Damage Assessment Training and someone from Brevard County would be coming to provide training to those staff members who go out during the hurricane. Lastly, the meeting regarding the relocation of the Joe Lee Smith Center will be on Wednesday, May 9th, at 6 p.m. at the Civic Center.

Attorney Garganese recognized a few members of staff who were part of a recent trial regarding a water meter slip and fall that case that could not get resolved. The case was taken to trial and the City prevailed. He recognized Tammy Gemmati and Lora Howell who were key witnesses along with Deane Mills who was instrumental in pulling many documents for the case. He further recognized Attorney Scott Danahy and Attorney Jeffrey Weiss, along with Paralegal Charlotte Meeks who put a lot of time into this case. In closing, he pointed out the following point for claimants who like to target the City for claims that have no merit. The City will be defended if needed.

Assistant City Manager Fuhrer spoke about an issue regarding some of the public parks that the City has. There have been some challenging issues in the parks and both agencies within and outside of the City have put forth efforts in fixing these issues. They are public spaces and are working on a plan to address some of the community concerns. He has visited the site on a regular basis. Provost Park is currently closed and will reopen on May 23, 2018.

City Manager Titkanich thanked everyone for showing up for the Budget Workshop last night. The next workshop will be on Thursday, June 28th at 5:30 p.m.

He thanked all of the hardworking administrative professionals who work so hard for the City and pointed out that tomorrow was Administrative Professionals Day.

City Manager Titkanich further confirmed that there was a law signed into effect by both the House and Senate, after Hurricane Irma requiring that every nursing home have emergency generators in the event that power is lost.

Councilman Whipple thanked everyone for showing up to the District 1 Town Hall Meeting. He appreciated the support from the citizens. He wanted to ensure that everyone understands that this decision about the Joe Lee Smith Center is a group decision. The decision will come from Council. The next meeting in regards to this will be on Wednesday, May 9, 2018 at 6 p.m. at the Cocoa Civic Center. He encouraged everyone to come out and cautioned everyone in regards to what they read, until they get the full story. They will do what is right for the entire City, not just a section of it.

Councilwoman Warner thought that the District 1 Town Hall meeting was very nice and it was nice to see that citizens were engaged.

Lastly, she thanked the Board of Directors with the Brevard Kennel Club who have agreed to pay for Officer Hattaway and Copper to attend a K9 Conference in Virginia. They are paying for the week of training and the instructors are known worldwide for their search and rescue classes. Copper will come back with a certification that will assist the police department.

Councilman Boisvert congratulated Rip Dyal and thanked everyone for coming to the District 1 Town Hall meeting. He likes the Town Hall meetings because everyone can participate and input can be given. Everyone can work together for the benefit of the City.

Deputy Mayor Blanco mentioned that tomorrow morning she would be attending the legislative update breakfast through the EDC and will share that information at the next meeting. Additionally, on Thursday, April 26th there will be a Community Watch meeting in College Manor at the corner of Ivy and Stetson.

She further noted that Officer Hattaway will receive an award at the Brevard County School Board this Thursday night. She congratulated both him and Mr. Dyal on his Volunteer of the Year award.

Councilman Whipple asked if there were any ordinances in regards to the meeting date and time. He entertained the idea of changing the meeting date to Wednesday, as it would give until the middle of the week to prepare for the meetings. The School Board meets on the same night as Council and he believed that changing the night would be better. Additionally, he felt that it would lighten the load for staff. He asked that this be brought back to Council.

Attorney Garganese mentioned that in the Code it established Tuesday, but Council could change that.

Mayor Parrish asked about the Sykes Creek Bridge. In response, Mr. Walsh stated they were done with the stabilization efforts but it was still not opened.

Mayor Parrish asked the Assistant City Manager about the boats in the river. In response, Assistant City Manager Fuhrer advised that there was a lot going on with the vessels and the state reinstituted a case on one of the boats. There are two more against the shore line, in which FWC got mixed up when they were doing the removal of derelict boats. The Coast Guard does not have the resources to dispose of or remove those that they did not pull out. The whole derelict boat program took a hit after the hurricane.

Mayor Parrish has noticed cats living on the boats and clarified that there was nothing that the City could do. In response, Assistant City Manager Fuhrer pointed out that these boats are on private property. Additionally, he explained the FIND program after a question was posed by Mayor Parrish.

Councilwoman Warner asked if they were a health hazard and further discussion was held in regards to the City's position versus others in Florida. City Manager Titkanich spoke about the CRA Waterfront Master Plan and advised that they were working on updating the plan. Assistant City Manager Fuhrer further noted that there were still a lot of vessels along the basin that pose a threat.

Mayor Parrish asked City Attorney Garganese if this becomes a bigger problem would the City have to commit tax payer money to remove the boats. In response, City Attorney Garganese informed him that there are statutory rulings that would apply and they would have to be looked into on a case by case basis.

City Manager Titkanich advised that they presented in front of the Brevard Delegation and asked that in the event of a storm, could the City go in and remove something that is a hazard or would affect the health and safety of the citizens. Mayor Parrish would like this to be looked into.

Mayor Parrish asked if there was an actual plan in place when they re-open Provost Park, and Fern and Prospect Park. He wants to ensure they are kept safe and does not want the trouble makers back.

Councilman Whipple questioned the facility on Varr Avenue and wanted to ensure that this issue is made right. There are a lot of people counting on the City to make it right. Roadways need to be kept clean and clear for the children.

Councilwoman Warner announced that the Police Department is in need of more V-Cops.

Mayor Parrish mentioned that the Walmart Distribution Center was now hiring people. There is a trailer set up in the Byrd Plaza parking lot where you can apply.

Mayor Parrish asked Mr. Walsh about Ryan's sewer problem. In response, Mr. Walsh advised that it was determined that it was on Ryan's side and staff has gone down to the area at least 3-5 times in the last month or so. They also cleaned the right-of-way and found some obstructions. He hopes this made a difference. The lines are filled with grease and this is a big problem with all of the vendors in the area. The amount of man hours used to clean those lines is unbelievable.

Mayor Parrish asked if there was any useful information that the City could distribute to businesses. In response, Mr. Walsh advised that the workers in the Reclaimed department go out and speak with the vendors. He assured the Mayor that they were proactively maintaining it.

Mayor Parrish further asked about the Pineda piping project. In response, Mr. Walsh mentioned that there was a last minute change and as soon as they received the information back from the attorney it could come to Council. There could be an item in the next two weeks, if not it would be four weeks.

Mayor Parrish asked if anyone had spoken with the Port. Mr. Walsh stated that both he and the City Manager had met with them and they have some ideas.

Mayor Parrish spoke of his opinion on the Indian River Lagoon and the condition of it. He asked why there are not any dredgers out there and mentioned there are fish dying in Cocoa Beach. Realtors have said that the condition is hurting the sales. Further discussion was held on the Indian River Lagoon.

Councilman Whipple agreed and stated that he has lived in Cocoa since he was a child and fishing used to be plentiful. He mentioned the Space Coast League of Cities meeting and noted they spoke about the cleanup of the lagoon, and that

it would take a lot of time and money. There are a lot of priorities out there. Mayor Parrish did not believe this would be a cheap fix.

City Manager Titkanich added that the City had received a thank you from Keep Brevard Beautiful for the City's support of the Trash Bash and he thanked both Leisure Services and Public Works who worked hard on this event. There were 316 volunteers and a lot of trash collected.

He also received a letter from Westminster Asbury thanking the Cocoa Fire Department for an event they attended on April 17th.

Councilman Whipple thanked Assistant City Manager Fuhrer for doing a great job during the City Manager's absence.

XI. ADJOURNMENT.

*** MOTION by Councilman Boisvert; Seconded by Deputy Mayor Blanco, to adjourn the Regular meeting of April 24, 2018.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:08 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	18-217	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	5/31/2018			**In control:**	City Council
On agenda:	6/12/2018			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of May 8, 2018, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	05-08-18 Minutes.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 31, 2018
Agenda Date: June 12, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of May 8, 2018, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

There is no budgetary impact.

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of May 8, 2018, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

May 8, 2018

A Regular City Council meeting was held on Tuesday, May 8, 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 6:07 p.m.

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

The City Clerk took the roll.

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

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 May 8, 2018 (18-168)
2. Minutes: District 1 Town Hall Meeting of April 17, 2018 (18-169)

The Agenda was amended to add Item III.1, a Proclamation proclaiming the week of May 6-12, 2018 as "Public Service Recognition Week."

* **MOTION by Councilman Boisvert; Seconded by Deputy Mayor Blanco, to approve the Agenda as Amended for the Regular meeting of May 8, 2018 and the Minutes for the District 1 Town Hall Meeting on April 17, 2018 as written.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

1. Proclamation: Proclaiming May 6-12, 2018 as "Public Service Recognition Week".

Assistant City Manager Fuhrer read the proclamation in to the record proclaiming May 6-12, 2018 as "Public Service Recognition Week".

IV. DELEGATIONS:

Ron Shelton, 4260 Harvest Circle, Rockledge, representing the Sister City, spoke in regards to their "Zealous Project" and explained what it was. They introduced a young lady who would be representing them as an ambassador. She leaves in July. Theresa Miles with the Sister City also spoke in regards to the project, noting that her son was there currently and would be presenting the gift that Mr. Shelton displayed to them. They explained what the picture was and mentioned it was done by a Jewish artist.

Larry Sinclair, 1052 Mitchell Street, in Cocoa, felt that something needed to be done in regards to the roosters in the City. He spoke about the ordinance that was recently passed, and asked who was enforcing it. The Police and Code Departments need help. He further advised that there were pigs one block over from him at 1047 & 1049 Olive Street. Lastly, he pointed out that 1049 Bellefonte was a drug house and all of this stuff needs to be paid attention to. Residents

cannot make it to their cars due to the heavy scent of chemicals. Additionally, he has now purchased 1050 Mitchell Street and 511 N. Kentucky Avenue.

Candace Rogers, 93 Delannoy Avenue, in Cocoa, questioned the new connector being put in and why the connector was ending at Mariner's Square instead of the boardwalk, like the original plans showed. She asked upon what legal precedence did they decide not to continue and to end at the parking lot. She understood the history of the property, including the easement issues.

In response, Attorney Garganese mentioned that he could not remember off the top of his head the details but that there were a series of easements granted for boardwalk purposes. He will work with the Assistant City Manager and check into this.

Councilwoman Warner seemed to remember that something had happened when the marina sold. Ms. Rogers stated she was just asking because she does not want to give up anything since the marina owes them money. Her other concern is if the Civic Center is put in Lee Wenner Park, the original plan shows a walkway. She wants to make sure that everything is thought through before it all goes any further. City Attorney Garganese assured her he would look into this.

Assistant City Manager Fuhrer mentioned that the current project starts at Lee Wenner Park, goes under the bridge and follows the shoreline to the other side, behind Mariners Square. There is an easement that runs north and south by the boardwalk. He assured her that this would be brought back after it is researched and they would map out where the easements are located so that Council could see also.

Lorraine Koss, 2115 N. Indian River Drive, in Cocoa, advised she was wearing yellow to promote solar. She feels that price and policy are holding Cocoa back in regards to solar. The Public Utilities Commission voted allowing third party lease agreements. This is one way that moderate and low income people can enjoy the benefits of solar energy. Additionally, it was voted to waive permit fees for those going solar for one year and there is still one more year to receive the federal tax credit (through 2019). She received a six year return on their investment. She requested that Council look at approving the same incentive that the County did and waive permit fees.

Aleck Greenwood, 640 Brevard Avenue, in Cocoa, mentioned that on May 14, 2018, at 6 p.m. the developer of the proposed hotel at 603 Brevard Avenue would be presenting information regarding the project and recommended that everyone attend who can. There are a lot of rumors going around and he asked that this be stopped. He pointed out that when an issue arises and there are rumors going around he goes straight to the source to try to resolve the problem. He does not try to stir the pot and wishes the incorrect statements would stop. In closing, he reminded Council that May 11th is Captain Ed Lanni Day and he would be 93 years old.

Connie Harvey, 29 Riverside Drive, Cocoa, was representing the American Red Cross and spoke about the month of May being "National Water Safety Month". Additionally, May 15th is "Water Safety Day". She spoke about drowning and the importance of water safety. She asked that on May 15th everyone take the "Pool Safety Pledge". There will be stickers at the front desk in City Hall and those will be given to anyone who signs the pledge.

Allan Chapman, HCVA, 600 Florida Avenue, Cocoa, spoke in reference to the tourism report and Cocoa Village was named one of the three competing local attractions to visit on the Space Coast. He advised that the 26th Annual Summer Arts and Crafts Fair was this weekend. The times are Saturday, May 10th from 10 a.m. – 5 p.m. and Sunday, May 11th from 10 a.m. – 4 p.m. It is free admission and parking.

Councilman Whipple thought that the vintage car show was great and the cars were excellent. Mr. Chapman thanked him for the compliment and advised that the Mayor's trophy was presented for the last time by Mayor Parrish. It has been a joy to have him involved. Councilwoman Warner pointed out that the City had an entry, which was the old Model AA truck.

V. CONSENT AGENDA:

1. Approve Proposal by Connect Consulting, Inc., (CCI), High Springs, FL, for Hydrogeological Services for Wellfield Evaluation and Rehabilitation Services, utilizing the City of Palm Coast RFQ-PW-U-15-12, Services Contract for Professional Hydrogeological Services, Project No. WS18WR. (18-165). (Utilities Director)

*** MOTION by Councilman Boisvert; 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:

1. Conduct final Public Hearing to approve the City of Cocoa's FY 2018/2019 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements. (18-167). (Community Services Director)

   Ms. Hamilton requested that this item be tabled as they were still awaiting notification from HUD that the funding had been released.

   Deputy Mayor Blanco clarified that the funds had not been released. Ms. Hamilton responded in the affirmative.

   City Attorney Garganese confirmed that it should be tabled until a time certain. This would preserve the advertising.

   Ms. Hamilton requested it be tabled until the next meeting, May 22, 2018 in order to preserve the advertisement.

* **MOTION by Councilwoman Warner; Seconded by Councilman Boisvert, to table the Public Hearing until a date certain of May 22, 2018, in order to preserve the advertisement.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. COUNCIL BUSINESS:

1. Approve a Code Enforcement Lien Reduction request, as recommended by the Code Board, in the amount $4,500 for the property located at 1205 Japonica Ln. (18-163). (Chief of Police)

   Chief Cantaloupe presented the item and advised that the Code Enforcement Board held a public hearing on June 18, 2015, at which time the Board found the owner, Innova Investment LLC, in violation of the following: Section 6-900 (b)(4)

Maintenance of a Structure; Section 6-1003 (f) Exterior Walls; and Section 6-1003(h) Decorative Features.

The Code Enforcement Board provided the owner sufficient time to correct the said violations. Therefore, consistent with the Code Enforcement Board's Order a fine ran at $100 per day from September 15, 2015 until compliance was achieved and documented on February 9, 2018. The lien is $94,000 and the current owner, Innova Investment LLC is requesting that the lien be reduced to $1,000.

Based on certain factors, the Code Enforcement Board, at its regular meeting on April 19, 2018, recommended that the lien be reduced to $4,500. Staff also recommends that the lien be reduced to $4,500 for the property located at 1205 Japonica Lane.

* **MOTION by Councilman Boisvert; Seconded by Councilwoman Warner, to approve the lien reduction in the amount of $4,500 for the property located at 1205 Japonica Lane, Cocoa, FL. 32922.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. CITY BUSINESS:

1. Approval to expend funds from the Police Forfeiture Account for the purchase of an unmarked vehicle for Special Investigations, and for the purchase price not to exceed $9,665.00. This use of Forfeiture Funds is deemed consistent and within the provisions of Florida State Statute 932.7055(5)(a); To Approve a Resolution amending the FY2018 budget. (18-125). (Chief of Police)

* **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 Joint Purchasing Agreement (JPA) between the City of Cocoa and the City of Melbourne to share costs to add a Subaqueous Pipe Crossing along the Pineda Causeway; To Approve a Resolution Amending the FY2018 Budget; To

Approve Proposal from Reiss Engineering, Inc. for Design, Survey, and Bidding Services. (18-171). (Utilities Director)

Mr. Walsh presented the item and reminded Council that this was an important project that they had teamed up with the City of Melbourne for. The methodology has all been worked out and they have been working with the City Attorney and the City of Melbourne on an Interlocal Agreement. Upon approval they will jointly split the funding and in the end they should save a few million dollars. There are a lot of positives to this project.

Mayor Parrish asked if there would be an interconnect between both cities. In response, Mr. Walsh stated yes, that there is one now and this will provide one at the end of Merritt Island. Mayor Parrish noted this is a great water system and it shows all of the work the City has done. He extended kudos to Mr. Walsh and stated that he is glad it is being done.

Mayor Parrish asked about the Sykes Creek bridge, and pointed out that there seems to be a lot of problems on the bridge. Mr. Walsh mentioned work had been completed and as far as the re-opening of the bridge, he has no clue. He keeps in touch with the County and will provide updates when available. The Utilities department has about 90% of the drawings complete for when they are ready to go, and he pointed out that they were done in house by staff.

Mayor Parrish met with Port Commissioner Justice and he mentioned that they would be getting a pump system at the Port so he feels that issue is being handled. In response, Mr. Walsh assured Mayor Parrish that he had met with the Port and they have an extensive fire system due to all of the things being brought into the Port. He stated it was an enlightening conversation. Mayor Parrish thanked Mr. Walsh again for rebuilding Cocoa's system.

Mayor Parrish further noted that the Port is growing with a ton of development and they need a water pump to pump the fuel after a hurricane. He is glad they have made the changes they have made. He also spoke about the importance of doing things in-house, such as drawings.

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approval to refurbish Engine 30 a 2006 Pierce Enforcer Pumper to extend the useful life of the unit and approve a resolution amending the FY2018 Budget, through the use of General Fund Reserves; Authorize the City Manager to contract with the lowest and best bidder for such services within the budget amount established and approved by the City Council. (18-173). (Fire Chief)

* **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)

4. Approve a Resolution amending the FY 2018 Budget for the purchase of unbudgeted capital a Pac Mac KB Grapple Loader with a 18 / 24 Dump Body on a 2018 Ford F750 Cab & Chassis 33,000 GVWR utilizing the Tallahassee Vehicle Contract #3921. (18-174). (Public Works Director)

Mr. Wegerif advised that this would supplement the existing truck that picks up green waste. It is over ten years old and during hurricanes Irma and Matthew it was used seven days a week. It is showing its age and this new truck is in stock for approximately $118,895. After they receive this truck they propose to send the old one out for refurbishment.

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

MULTI-YEAR CONTRACTS:

5. Approve the Final Ranking of the Short Listed Firms for RFQ-18-10-COC, Engineering Services for Wastewater Collection, Treatment, and Disposal Systems; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Top-ranked Firm. (18-161). (Utilities Director)

Mr. Walsh advised that this was on the Wastewater Collection side of Utilities.

* **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)

6. Approve entering into a co-operative purchase agreement with Layne In-Liner LLC utilizing Polk County Bid 17-326 approved April 21, 2017 through February 28, 2020 to line various sized pipes on Alamanda Lane, Montclair Road and London Blvd and to issue a purchase order in the amount of $212,614.00 (Project SWO8PL). (18-170). (Public Works Director)

Mr. Wegerif advised that this was in regards to the deteriorating storm water pipes. It is cheaper to line them then to dig up the road and replace the pipes.

* **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)

7. Approve the Terms and Budgetary Impact of a Multi-Year contract with City's Investment Advisor, Public Trust Advisors. (18-172). (Interim Finance Director)

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. INFORMATIONAL AGENDA:

None.

X. REPORTS:

Captain Lanni stated that he was glad to be back and hoped to have his cast off soon.

Mayor Parrish acknowledged former Deputy Mayor Jake Williams who was in attendance.

Mayor Parrish congratulated Mr. Wegerif on the TPO award that he received.

Ms. Howell advised that the City currently has only one outstanding category for FEMA reimbursement to receive from Hurricane Matthew. The City just received a reimbursement. It is looking good and Hurricane Irma reimbursement is still being worked on.

She further noted that the Assistant City Manager passed out a packet to each Council member with the new water bill design. She acknowledged Jessica Dovale who had spent many hours with staff developing this layout. She pointed out that the Utilities Service Charge would have the most impact as it explains how each City is impacted and how only a small portion is for Cocoa.

Mayor Parrish mentioned that he receives a lot of calls in regards to this. In response, Ms. Howell stated that they get a lot of feedback from other cities. The new bill will be up to date and all relevant data is on the bill. This will start in the middle of the month, with Rockledge first on May 17th. Cocoa would be next. There will also be an insert for the next two months in all bills explaining how to read the bill. She thanked Ms. Dovale and her staff again.

Councilman Whipple asked if the bill would indicate if the meter was read or estimated. In response, Ms. Howell stated it would and it would say, “estimated”. She was not sure of the exact wording otherwise, but could send him the information. Councilman Whipple thought that should be highlighted so people see it right away.

Mayor Parrish believed this was better. All other Council members thought it was very good and a vast improvement.

Assistant City Manager Fuhrer added that Ms. Howell mentioned how time intensive this was and the work that went into it. It was actually created through software that originated in 1992, so a lot of programming work also went into this. Council thanked her and her staff again.

Chief Cantaloupe reminded Council that there was a Community Watch meeting this Thursday in Cocoa Hills Neighborhood at Westview Drive and S. Lakemont Drive, from 5:30 p.m. – 7:30 p.m. and on Saturday, May 12th was the First Annual Law Enforcement Appreciation Parade and Battle of the Badges in Viera. There would be a BBQ, chili, and cupcake competition. Cocoa Police Department would be there.

Chief Prince pointed out that they were about three weeks out from the beginning of the hurricane season and he reminded all to get prepared. You cannot take these storms for granted.

Ms. Hamilton stated that on April 25th they had the graduate students here from UCF and they presented the work they had done on the Fiske Corridor between Dixon and SR 520.

Assistant City Manager Fuhrer provided copies of the report to Council, and this was what was presented to staff. He explained what the project was and how it was in the City's Strategic Plan. This is the first plan that has been completed and once it is reviewed by staff it will be integrated into the City's plan.

She mentioned that last Thursday was the first Sustainability Advisory Committee meeting and the meeting focused on the mission of the Committee, orientation and reviewing the Resolution. This will be an ongoing committee until they finalize a plan.

Ms. Hamilton noted that the past two days there had been meetings regarding resiliency and updates would be provided in the future. Today's focus was mainly staff and people working in government.

Lastly, she mentioned that tomorrow morning they would be meeting in order to start preparing their efforts during the hurricane season and there would be a training to learn how they can be more efficient in their efforts. She reminded everyone that tomorrow was the community meeting regarding the Joe Lee Smith Center at the Civic Center at 6 p.m. and Monday, May 14th was the developers meeting for 603 Brevard Avenue.

Mayor Parrish confirmed that they are still planning to incorporate parking. In response, Ms. Hamilton stated that was the reason for the meeting and she explained in furtherance what the plan included.

Mr. Walsh reminded Council that at the Town Hall meeting it was mentioned that there was a minor violation in the City's water standards, which was the result of a missing test that never got to DEP. They were notified by DEP that they needed to notify customers and there would be flyers going out in the next bill cycle. He assured everyone that the water was safe to drink and the chemistry they were testing for never existed in the system; it was a missed test between the lab and collections. He reiterated that the water was safe to drink.

Assistant City Manager Fuhrer mentioned that City Manager Titkanich was at UCF for a public service recognition event. He spoke about having worked in several types of business and what he feels is unique to local government is what the employees contribute and their level of care they provide to the citizens. Directors and staff should be proud.

He further pointed out that a date has been secured for the CPSM, during the third week of June, and the City Clerk would be getting with each of them to confirm the date.

Councilman Whipple thanked Mr. Greenwood for his comments and would like to see that all are respected, that everyone listen to each other, and act as one. What Council does is for all of the citizens of Cocoa, not just one section of it.

He thanked Ms. McLaughlin for the PAL event she put on and had people speak about various careers. There were Fire, Police, lawyers, construction workers, etc.

Councilwoman Warner thanked the citizens who volunteered their time last night for an event that the Police Department and Community First were working on, which is the first Police K9 Competition. The event will be on October 13th. She thanked Principal Wilson who is allowing the use of the Cocoa High School stadium. There have been volunteers to help coordinate, and a website is being developed. She hoped it would be a good event.

She congratulated both Mr. Wegerif for his TPO award, and Officer Hattaway for his award from the Brevard County School Board.
In closing, she pointed out that Copper recently competed in an event that put him in one of the top three coon hound categories for running in the country.

Additionally, the Police Department is in need of more V-Cops so she asked that people start recruiting them.

Councilman Boisvert thanked Ms. Harvey and spoke about a situation he recently encountered at a pool he was at. Pool safety is so important and you have to keep an eye on children at all times near or in water.

Deputy Mayor Blanco agreed with Councilman Boisvert and thanked Ms. Harvey for coming. She spoke about a program that Cocoa Rotary has called "Josh the Otter" which is also related to water safety. This cannot be emphasized enough especially living in Florida.

She mentioned the upcoming Community Watch meeting at Westview Drive and S. Lakemont Drive. She hoped for a good turnout. She advised that both Dennis Bunt and Officer Hattaway always attend and provide great information.

Deputy Mayor Blanco thanked Ms. Howell for her assistance this past week with a realtor who was having a problem.

She noted that Cocoa High School was having their graduation ceremony from 6:30 p.m. -8:30 p.m. on Friday, May 18, 2018 and the Lemonade Stand would be at Cambridge Elementary for those who completed the FSA testing in grades 3-6 on Friday, May 11th from 12:30 p.m.- 2:00 p.m.

Lastly, she spoke about an opportunity for Planning & Zoning Board members who would like to receive training on Thursday, June 7th in Sebastian, Florida from 8:30 a.m. – 4:30 p.m. She will probably attend as well. This is designed for members of the Planning & Zoning Board who make decisions and she believed it would be beneficial for all.

Additionally, she will be attending the Space Coast Tourism Luncheon on May 15th which will be at the Radisson at the Port.

Mayor Parrish spoke in regards to Aleck Greenwood's comments and he assured everyone that they are all dedicated to moving the City forward and everyone has done a good job. There is a lot of development and redevelopment coming up. There are no hidden agendas and he stressed for all to be mindful of information they hear. Council is elected to do what they can for the people who live here and to make things better.

Mayor Parrish asked if there would be a training for the EOC. In response, Chief Prince stated trainings are in the works. Additionally, Ms. Gemmati noted that on

June 28th there would be a summit provided by FMIT regarding lessons learned from hurricanes and other discussion on hurricanes would be held.

Chief Prince announced that moving days were delayed due to issues that came up, but he would inform Council as soon as possible regarding ribbon cuttings for the new stations.

Mayor Parrish stated that he saw the video of all three fire stations and thought it was awesome.

In closing, he spoke about Rocket Crafters and the success that they have had since acquiring their permits and opening their facility in Cocoa. He stated he visited the facility and witnessed a testing. He mentioned how 20% of launches do not make it and there is a 20% failure rate, however, the motors Rocket Crafters are developing do not blow up. They are fool proof. They have something that no one else has which is a patented rocket engine. He recommended everyone go and view a testing. It is fascinating.

XI. ADJOURNMENT.

*** MOTION by Councilman Boisvert; Seconded by Councilwoman Warner, to adjourn the Regular meeting of May 8, 2018.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:45 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	18-198	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	5/18/2018			**In control:**	City Council
On agenda:	6/12/2018			**Final action:**	
Title:	Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase through Redzone Robotics for Manhole Assessments. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa FL MACP Proposal - 5.7.18 NASSCO MACP Inspection Form Resolution - Sole Source -Redzone Robotics.doc Sole Source Form - Redzone Robotics.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 18, 2018
Agenda Date: June 12, 2018
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase through Redzone Robotics for Manhole Assessments

BACKGROUND:

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

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

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

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

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

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

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

This proposal is to assess 800 of the city's manholes. Also, Redzone was previously awarded a sole source designation for the assessment of the gravity pipes in the sewer system. Staff is recommending approval of the sole source for Redzone Robotics, Inc.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$100,000
Account Number	421-4125-536.46-00, WS19MH
Account Name	Repair & Maintenance
Source of Funds	Operating Revenue

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

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

Unsolicited Proposal for

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

Cocoa, FL

5/7/18

Submitted by:

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

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

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

5/7/18

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

RE: Cocoa, FL MACP OPP - 105680

Dear Chris,

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

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

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

Sincerely,

Doug Boccuti
Sales Manager

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

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

Scope Description:

Assessment of 800 manholes for MACP Level 2 Inspection.

Schedule of Values:

ITEMS FOR PROPOSAL			
ITEM	**QTY**	**DESCRIPTION**	**NOTES**
YES-110	**800 @ $125/ea**	**YES Professional Services: Level 2 MACP Manhole Inspections**	**One Year Term Licensing, Hosting, Maintenance and Support included**

TOTAL **$100,000**

ICOM3 Software:

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

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

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

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

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

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

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

ICOM3 Software in Exchange for Services:

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

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

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

Data:

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

Proposal Notes & Exclusions:

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

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

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

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

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

Kind regards,

Doug Boccuti
RedZone Robotics, Inc.
Business Development Manager

Clients Signatures will be Regarded as Acceptance and Notice to Proceed

Signature: _____

Name: _____

Title: _____

Date: _____

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

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

RedZone® ROBOTICS

SOFTWARE SERVICES TERMS AND CONDITIONS

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

2. Obligations of Client.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CLIENT SOFTWARE LICENSE TERMS AND CONDITIONS

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

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

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

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

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

9. Client Software License Term and Termination.

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

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS OF SERVICE

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

18. Term and Termination; Effect of Termination.

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

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

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

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

19. Title.

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

(b) RedZone Ownership. Except for those rights and licenses expressly granted by RedZone to Client hereunder, RedZone does not grant any other express or implied right(s) to Client and/or any of its Authorized Users under any patent(s), copyright(s), trademark(s), or trade secret information through the Service. Accordingly, unauthorized use of any material contained on this Service may violate copyright laws, trademark laws, trade secret laws, the laws of privacy and publicity, and other regulations and statutes. The contents of and all materials distributed in conjunction with the Service are copyright RedZone Robotics, Inc. and/or its affiliates or licensors, all rights reserved. RedZone also owns copyrights in the Service and the Client Software, each as a whole as well as in each component as collective works and/or compilations, and in the selection, coordination, arrangement, and enhancement of the Service's content. RedZone and all other names, logos, and icons identifying RedZone's products and services are proprietary marks of RedZone and its affiliates, and any use of such marks without the express written permission of

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

RedZone is strictly prohibited. Other product and company names mentioned on this Service may be the marks of their respective owners.

20. Disclaimer of Warranties

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

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

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

21. Confidentiality.

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

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

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

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

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

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

22. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MACP Inspection Form

Header Section

General Information

1. Surveyed By (1,2)	2. Certificate Number (1,2)	3. Reviewed By	4. Reviewer Certificate No.
5. Owner	6. Customer	7. P/O Number	8. Work Order
9. Media Label	10. Project	11. Date (1,2) YYYYMMDD	12. Time
13. Sheet Number (1,2)	14. Weather	15. Pre-Cleaning (2)	16. Date Cleaned YYYYMMDD
17. Purpose of Survey (1,2)	18. Inspection Level (1,2)	19. Inspection Status (1,2)	20. Consequence of Failure

Location

21. Drainage Area	22. MH/Access Point No. (1,2)	23. Street (1,2)	24. City (1,2)
25. Location Code (2)	26. Surface Type (2)	27. Inflow Potential from Runoff	
28. Location Details			

Manhole

29. MH Use (2)	30. Access Type (1,2)	31. Year Constructed YYYY
32. Year Renewed YYYY		33. Evidence of Surcharge (2)

Measurements

34. Rim to Invert (2)	35. Rim to Grade (2)	36. Grade to Invert (2)	37. Rim to Grade Exposed
38. Northing*	39. Easting*	40. Elevation**	41. Coordinate System*
42. Vertical Datum**		43. GPS Accuracy	

44. Additional Information

* Information required if Northing, Easting or Coordinate System data is recorded.

** Information required if Elevation or Vertical Datum data is recorded.

Red Font Fields = Mandatory, Black Font Fields = Optional

Copyright © 2016, NASSCO

MACP Inspection Form
Manhole Component Observation Section

Cover

45. Type (2)	46. Shape (2)	47. Size (2)	48. Center Cover Size	49. Size Width (2)
50. Cover Material (2)	51. Hole Diameter (Vent) (2)	52. Hole Number (2)	53. Bearing Surface Diameter (2)	
54. Bearing Surface Width (2)	55. Cover/Frame Fit (2)	56. Cover Condition (1,2)		

Cover Insert

57. Insert Type (2)	58. Cover Insert Condition (2)

Cover Adjustment Ring

59. Ring Type (1, 2)	60. Ring Material (2)	61. Ring Condition (1,2)	62. Ring Height

Frame

63. Frame Material (2)	64. Bearing Surface Width (2)	65. Bearing Surface Depth (2)	66. Clear Opening Diam (2)
67. Clear Opening Width (2)	68. Frame Condition (1,2)	69. Seal Condition (2)	70. Offset Distance (2)
71. Seal Inflow (2)	72. Frame Depth		

Chimney

73. Chimney Present (2)	74. First Material (2)	75. Second Material	76. Chimney I/I	77. Clear Opening
78. Chimney Depth (2)	79. Lining Interior	80. Lining Exterior	81. Chimney Condition (1)	

Cone

82. Type (2)	83. Material (2)	84. Depth (2)	85. Lining Interior	86. Lining Exterior	87. Cone Condition (1)

Wall

88. Wall Diameter (Length)	89. Wall by Size (Width)	90. Material (2)	91. Depth (2)
92. Wall Lining Interior	93. Wall Lining Exterior	94. Wall Condition (1)	

Bench

95. Bench Present (2)	96. Bench Material (2)	97. Bench Lining	98. Bench Condition (1)

Channel

99. Channel Installed (2)	100. Channel Material (2)	101.Type (2)	102. Exposure (2)	103. Channel Condition (1)

Steps

104. Number (2)	105. Material (2)

Additional Component Information

106. Additional Component Information

Pipe Connections

107. Pipe No. (2)	108. Clock Pos (2)	109. Rim to Invert (2)	110. Direction (2)	111. Material (2)	112. Shape (2)	113. Height (Diam) (2)	114. Width (2)	115. Cond (2)	116. Seal Cond (2)	117. Pipe Type (2)	118. Struct ID	119. Comment

1= Mandatory Level 1 Inspection Required, **2** = Mandatory Level 2 Inspection Required

Copyright © 2016, NASSCO

SOLE SOURCE JUSTIFICATION FORM

Please send the completed Sole Source Justification Form to the Purchasing Manager for approval. The Purchasing Manager will forward the signed document to the Finance Director for approval and will send the approved form back to the original requestor. This form is not required if you are preparing a Sole Source Resolution to be presented to Council. Incomplete forms will be returned and may result in delayed processing

Requisition Number		**Division**	4125
Part/Item/Service Description	Manhole Assessments		
Cost of Part/Item/Service	$ 100,000.00	**Account Number**	421-4125-536-4600
Vendor Name	Redzone Robotics		

Respond specifically to each question below in preparing a justification. Please use less "technical" language to explain each item. If your explanation does not fit within the areas provided, please expand the text box(es) as necessary and staple all pages together.

1. Is item/service/vendor requested one-of-a-kind ? Check one: Yes [X] No [ ]

Explain how this was determined:

The Manhole Assessment and Certification Program (MACP) conducted by RedZone Robotics, Inc. employs the use of the SOLO autonomous CCTV robot which is proprietary to RedZone Robotics, Inc. In addition, the current wastewater assessment data is contained within the ICOM3 GIS platform which is a shared platform between the City of Cocoa and RedZone Robotics, Inc. There are no other companies that utilize these assessment platforms.

2. Why was the particular product or vendor chosen?

The City of Cocoa Utilities Department and consulting engineers currently utilize the ICOM3 gravity sewer coding/GIS software package to view, code, and reference gravity sewer infrastructure condition assessment information that is obtained by the SOLO autonomous CCTV robot inspection platform (utilized by RedZone Robotics, Inc.).

3. Can similar items/service be obtained from other source? Check one: Yes [ ] No [X]

If the answer is no, please explain.

The SOLO autonomous robot and ICOM3 GIS software platform is proprietary to RedZone Robotics, Inc.

If the answer is yes, please provide three quotes for similar items for comparison.

If three quotes cannot be obtained, please explain why? N/A

4. Is chosen vendor the manufacturer? Check one: Yes [X] No [ ]

Factors which may not be applicable:

The following should not be included in your sole source/sole brand justification. The following will not be considered :

* Personal Preference
* Cost, vendor performance, local service, maintenance, and delivery (these may be considered award factors in competitive bidding).
* Features which exceed the minimum department requirements, e.g. heavy duty or quality.
* Explanation for the actual need and basic use for the item, unless the information relates to a request for "unique factors"
* The statement "no substitution" will not be considered without completion of the Sole Source Justification Form.
* **To "match and interface" is not normally an accepted justification which should be considered. The quantity, manufacturer, brand, model of the existing equipment and necessity for "interfacing" must be provided.**

Finance/Purchasing Comments:	

5/21/18	Christopher Collier Digitally signed by Christopher Collier Date: 2018.05.21 14:45:13 -04'00'	5/22/18	Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2018.05.22 12:23:26 -04'00'
Date	Requestor Signature	Date	Purchasing Manager Signature
5/22/18	John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: cn=John "Jack" Walsh, email-jwalsh@cocoafl.org Date: 2018.05.22 11:17:26 -04'00'	5/22/18	Lora Howell Digitally signed by Lora Howell Date: 2018.05.22 13:37:54 -04'00'
Date	Department Director Signature	Date	Finance Director Signature

Legislation Details (With Text)

File #:	18-212	**Version:** 1	**Name:**	Marine Construction Services Approval	
Type:	Resolution		**Status:**	Consent Agenda	
File created:	5/29/2018		**In control:**	City Council	
On agenda:	6/12/2018		**Final action:**		
Title:	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). (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	05_25_18_RFQ 18-15-COC_ Marine Construction Services Q-18-15-COC Final MEMO Copy of Marine_Construction Svcs RFQ Score Sheet				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 29, 2018
Agenda Date: June 12, 2018
Prepared By: Charlene Neuterman, Project Manager
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer
Requested Action:
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).

BACKGROUND:

Due to the volume of waterfront construction and maintenance work needed with the recent acquisition of Lee Wenner Park and damage from Hurricane Irma, staff recommends selection of pre-approved specialized Contractors with Marine Construction experience to do this work. Seven submittals for Professional Marine Construction Services in response to Request for Qualifications RFQ# Q-18-15-COC were received on May 24, 2018. The Review Committee, consisting of four city staff members, met on May 25, 2018 and ranked written submittals. Rankings are attached to the agenda.

Staff requests Council approval of the committee's ranking of the top three consultants chosen for RFQ# Q-18-15-COC as listed below.

#1 - TSI Disaster Recovery Services

#2 - C&D Construction
#3 - Underwater Engineering Services

The work on this RFQ will be on an as-needed basis. Individual task orders will be authorized and performed as projects are identified by the City. When a project is identified, the City will notify each contractor selected of this RFQ. Selected Contractors will be given an opportunity to submit a bid based on the project information for individual projects with a value of less than $2 Million each.

Staff requests Council approval to authorize the City Manager to negotiate and to execute Continuing Services Agreements with the firms listed above consistent with City Attorney approval. The agreements will be for three (3) years with two (2), one (1) year renewal options. There is no budgetary impact at this time. Task Orders for planned and budgeted projects will proceed once the City Manager has executed the contracts. Future Task Orders with costs that exceed the City Manager's purchasing authority will be presented for council action.

STRATEGIC PLAN CONNECTION:

This CSA will help improve Community and Economic Development in the City by improving the waterfront resources available to the community.

BUDGETARY IMPACT:

No Budgetary Impact at this time.

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

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).

CITY OF COCOA, FLORIDA
NOTICE OF PUBLIC MEETING
May 25, 2018
11:00 am

NOTICE is hereby given that there will be a meeting of the Selection Committee for RFQ-18-15-COC **Marine Construction Services** on Friday, May 25, 2018 at 11:00 am, at Cocoa Public Works Building 155 N. Wilson Ave, Cocoa, Florida 32922, in the Conference Room.

Please note that one or more members of Council may be in attendance.

This is a public meeting. Interested parties may attend and observe the proceedings. **Public participation will not be invited**.

If you have any questions, or require additional information, please contact the Office of the City Clerk by phone at 321-433-8484 or through email at cshealy@cocoafl.org.

Dated this the 22th day
of May, 2018.

Carie Shealy, MMC, City Clerk

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

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

To: Everett Wegerif, Public Works Director

Karen Hamilton, Community Services Director

From: Sonja Hamilton, Purchasing Manager

Date: 5/25/18

Re: **Bid #Q-18-15-COC, Marine Construction Services**

Proposals for the subject offering were received on May 24, 2018 by 4:00 p.m. Purchasing sent out eight hundred three (803) invitations and notifications to bid/propose and received seven (7) responses from twenty-seven (27) plan holders.

A publically noticed Selection Committee meeting to score and rank respondents was held on May 25, 2018 at 11:00am. Prior to the meeting, one (1) of the seven (7) respondents, CCNK, LLC. was eliminated for submitting a non-responsive proposal. The top three (3) firms were ranked as follows:

#1 TSI Disaster Recovery Services

#2 C&D Construction

#3 Underwater Engineering Services

Any correspondence related to this subject should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals please follow the guide lines shown below to initiate the purchasing process:

- ➔ Prepare agenda item and contract for Council Approval.
- ➔ Prepare initial Task order
- ➔ Prepare requisition and attach the following items:
  - Copy of Approved City Clerk's Journal
  - All specifications for the awarded proposal
  - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

*** Please complete the attached Notice of Award memo and return it to the Purchasing Division after Council approval.**

RFQ NO. Q-18-15-COC, MARINE CONSTRUCTION SERVICES

25-May-18

SCORE SHEET - TOP THREE RANKED (ranked 1 (highest) through 7 (lowest))

	Matt	Ed	Gary	Larry	Rank
Marine Construction Services					
Firm Name - CCNK, LLC	7	7	7	7	7
Firm Name - TSI Disaster Recovery	1	1	2	2	1
Firm Name - C&D Construction	3	3	1	3	2
Firm Name - Underwater Engineering Svcs.	2	2	3	6	3
Firm Name - Callaway Marine Technologies	5	6	5	1	5
Firm Name - Rush Marine LLC	4	4	4	4	4
Firm Name - Shoreline Foundation Inc.	6	5	6	5	6

Legislation Details (With Text)

File #:	18-183	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	5/9/2018			**In control:**	City Council
On agenda:	6/12/2018			**Final action:**	
Title:	Approve the proposed rolling street closure and route change for the 47th Annual Space Coast Marathon and Half Marathon. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Space Coast Marathon Course 26 Marathon Course Map 2018 Marathon South Course Snapshot 2018 North Half Course Map 2018 South Half Course Map 2018				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 9, 2018
Agenda Date: June 12, 2018
Prepared By: Gail A. Bantugan, Leisure Service Manager
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Approve the proposed rolling street closure and route change for the 47th Annual Space Coast Marathon and Half Marathon.

BACKGROUND:

The Running Zone Foundation and Space Coast Runners 47th Annual running of the Space Coast Marathon and Half Marathon - Florida's oldest marathon, will take place on Sunday, November 25th, 2018. The annual event takes place in Historic Cocoa Village, with the race starting in the Central Business District and finishing along the river at Cocoa Riverfront Park. The race organizers requested an expansion of the race route to include Lee Wenner Park. This route change will enable better management of crowds and providing greater safety for runners and race viewers. Maps and written descriptions of the marathon route are attached.

A Rolling Street closure is utilized for the Space Coast Marathon, as it is a short term event that does not require temporary traffic control devices (TTCD) such as pedestrian barricades and traffic barricades. The public safety aspect is undertaken by the Cocoa Police Department and Road Marshalls provided by the Running Zone Foundation. The number of participants for this event is generous in size and warrants that this event require a full day street closure request and approval by

City Council.

During any given calendar year, the number of street closures approved by the City Council within the Central Business District (CBD) zoning district shall not exceed twenty-four (24) days. Any street closure lasting in excess of four (4) hours shall be counted as one full day, while any street closure of four (4) hours or less shall be counted as one half day per the Special Events Ordinance No. 01-2016.

STRATEGIC PLAN CONNECTION:

The Approval of the road closures will help to enhance the image of Cocoa as an inviting destination for visitors as well as re-enforce a sense of community and increased event participation for its citizens.

BUDGETARY IMPACT:

The City receives $50.00 for each group that requests a street closure.

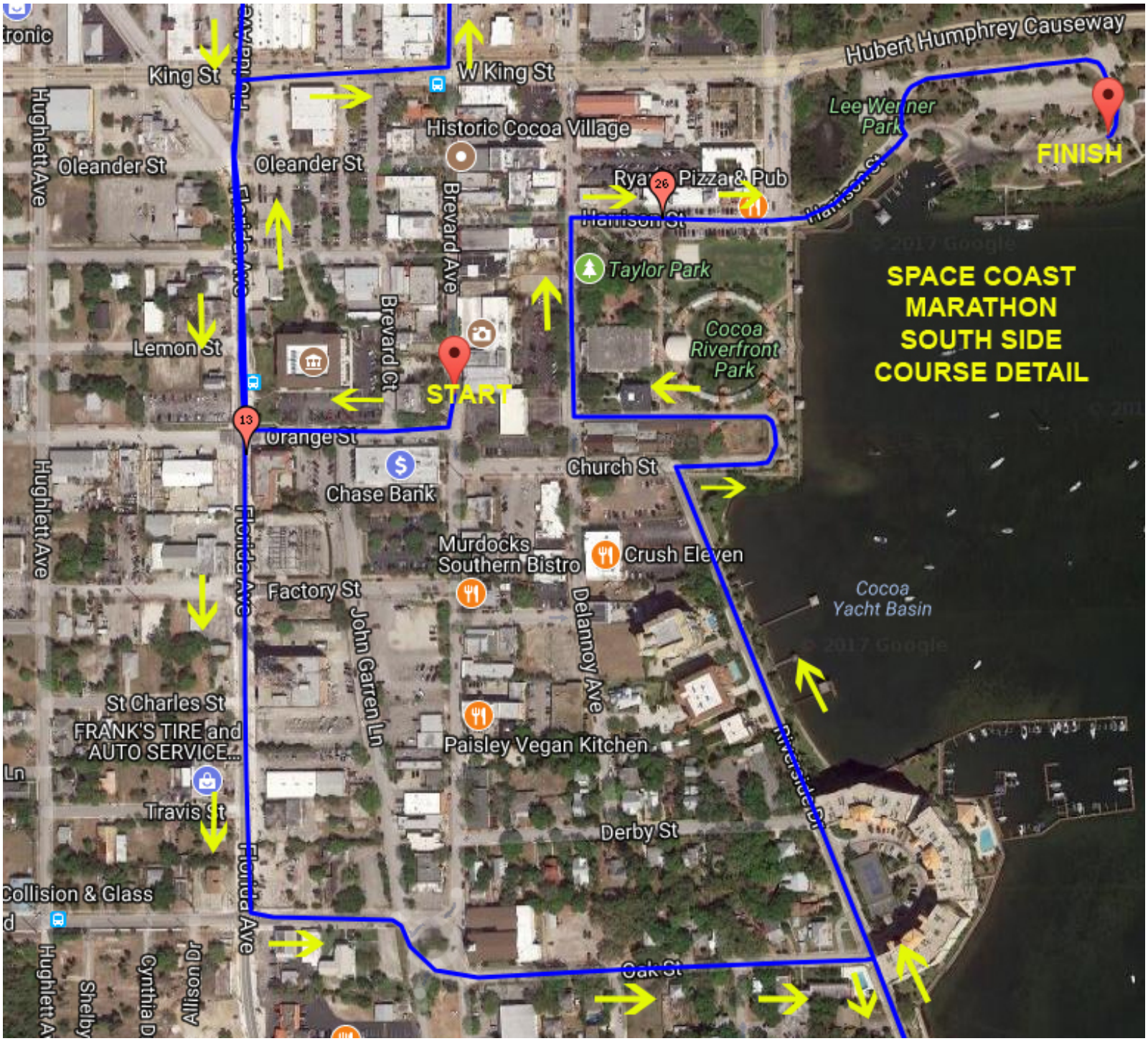
PREVIOUS ACTION:

The 2017 Road Closure request for the Space Coast Marathon was approved last year.

RECOMMENDED MOTION:

Request Council approval of the 2018 road closure and route change request for the Space Coast Marathon.


SPACE COAST
MARATHON COURSE
Cocoa Village Marina
Willard St
Hubert Humphrey Causeway
King St
W King St
Historic Cocoa Village
Lee Wenner Park
FINISH
Oleander St
Ryan's Pizza Pub
Harrison St
Taylor Park
Brevard Ave
Cocoa Riverfront Park
START
Orange St
Church St
Chase Bank
Murdocks Southern Bistro
Crush Eleven
Factory St
John Garren Ln
Delannoy Ave
Paisley Vegan Kitchen
Directions:
Start on Brevard Avenue heading south. Turn right on Orange Street. Turn right on Florida Avenue. Turn right on Rt. 520 (east-bound). Turn left on Brevard Avenue heading north and cross over Rt. 520 (west bound). Continue on Indian River Drive until the turnaround just south of Indian Trail. Head south on Indian River Drive. Turn right on Peachtree Street. Turn left on Florida Ave. Turn left on Rosa L. Jones Blvd. Turn right at the round-about on to Oak Street. Turn right on Rockledge Drive to the turn-around just south of Stonebridge Drive. Turn around heading north on Rockledge Drive. Turn right on Church Street using the alleyway behind St. Mark's Episopal Church. Turn right on Delannoy Ave. Turn right on Harrison Street. Stay in west-bound lane of Harrison Street into Lee Wenner Park to the Finish Line.


SPACE COAST
MARATHON
SOUTH SIDE
COURSE DETAIL
START
FINISH
King St
W King St
Hubert Humphrey Causeway
Historic Cocoa Village
Lee Wenner Park
Oleander St
Brevard Ave
Harrison St
Taylor Park
Cocoa Riverfront Park
Lemon St
Brevard Ct
Orange St
Church St
Chase Bank
Hughlett Ave
Murdocks Southern Bistro
Crush Eleven
Factory St
Cocoa Yacht Basin
John Garren Ln
Delannoy Ave
St Charles St
FRANK'S TIRE and AUTO SERVICE...
Paisley Vegan Kitchen
Travis St
Derby St
Collision & Glass
Oak St
Cynthia Dr
Allison Dr
Shelby


SPACE COAST
HALF MARATHON
NORTH COURSE
Peachtree St
Cocoa Village Marina
Center St
Willard St
Willard St
520
13
Hubert Humphrey Causeway
King St
Florida Ave
W King St
Lee Wenner Park
FINISH
Historic Cocoa Village
Oleander St
Oleander St
Ryan's Pizza & Pub
Harrison St
Harrison St
Brevard Ave
Taylor Park
Cocoa Riverfront Park
Lemon St
Brevard Ct
START
Orange St
Church St
Chase Bank
Murdocks Southern Bistro
Crush Eleven
Factory St
Directions:
Start heading south on Brevard Ave. Turn right on Orange Street. Turn right on Florida Ave. Turn right on Rt. 520 (east-bound). Turn left on Brevard Ave. crossing Rt. 520 (west bound). Course runs along River-side Drive until just south of Indian Trail. The course then turns around heading south until Rt. 520 (west-bound) and turns left to the new path crossing under Rt. 520 into Lee Wenner Park to the Finish Line.


SPACE COAST HALF MARATHON
SOUTH COURSE
Directions:
Start on Brevard Avenue heading south. Turn left on Church Street. Turn right on Rockledge Drive. Contineu on Rockledge Drive to 200 meters south of Stonebridge Drive (just north of Oakledge Drive). Turn around heading north back to Church Street. Turn right on Church Street using the alleyway behind St. Mark's Episopal Church. Turn right on Delannoy Ave. Turn right on Harrison Street. Stay in west-bound lane of Harrison Street into Lee Wenner Park to the Finish Line.
START
FINISH
W King St
Painting with A Twist
Sugar Shack Donuts & Coffee
Travis Hardware
Historic Cocoa Village
Peanut's Hair Attraction
Ryan's Pizza & Pub
Harrison St
Delannoy Ave
Taylor Park
Brevard Ave
Space Coast Office of Tourism, Cocoa, Florida
City of Cocoa Civic Center
Cocoa Riverfront Park
Porcher House
St Mark's Episcopal Church
Church St
Riveredge Blvd
Lee Wenner Park
Crush Eleven

Legislation Details (With Text)

File #:	18-164	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	4/20/2018			**In control:**	City Council
On agenda:	6/12/2018			**Final action:**	
Title:	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 authorize a temporary increase to the employee headcount. (Interim Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Staff Accountant_v3_part-time GRM Revised.docx Budget Resolution FY 2018 - contract employee BAF-FN-PT-Temp Emply (06-12-18)~Agenda 18-164 - FY18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 20, 2018
Agenda Date: June 12, 2018
Prepared By: Anne Quesada, Accounting Manager
Through: Lora Howell, Interim Finance Director
Requested Action:
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 authorize a temporary increase to the employee headcount.

BACKGROUND:

A staffing shortage exists in the Finance-Accounting Division due to the intermittent and possibly long-term absences of a key staff member due to health issues. Essential tasks need to be reassigned to maintain segregation of duties and effective internal controls. Current and upcoming major projects (e.g. issuance of Water & Sewer Bonds, Taylor Creek Reservoir project) will also require additional efforts. At this time, Staff recommends temporarily increasing the headcount and hiring a Temporary Part-Time Staff Accountant effective July 2, 2018. This temporary part-time position will cross fiscal years and, pending approval of the FY2019 Budget, may become a full-time employee.

STRATEGIC PLAN CONNECTION:

Maintain the segregation of duties within the Finance Department by adhering to the principles of strong internal controls within the Department.

BUDGETARY IMPACT:

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

FY2018 (312 Hours)

From:

Amount Requested	$6,010
Account Number	001-1600-513.39-00
Account Name	Contingency

To:

Amount Requested	$5,554
Account Number	001-1500-513.13-00
Account Name	Other Salaries & Wages

Amount Requested	$445
Account Number	001-1500-513.21-00
Account Name	FICA

Amount Requested	$11
Account Number	001-1500-513.24-00
Account Name	Workers Compensation

FY2019 Position will be included within the budget process.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

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 authorize a temporary increase to the employee headcount.

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 04/20/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 6,010)	001-1600-513.39-00		CONTINGENCY	$ 309,476	$ 75,832	$ 69,822	$ 67,832
$ 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
($ 6,010)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 5,554	001-1500-513.13-00		Other Saleries and Wages	$ 0	$ 0	$ 5,554	$ 5,554
$ 445	001-1500-513.21-00		FICA	$ 0	$ 0	$ 445	$ 445
$ 11	001-1500-513.24-00		Workers Comp	$ 0	$ 0	$ 11	$ 11
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 6,010	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Temporarily increasing the headcount and to fund a part-time temporary employee in the Finance-Accounting Division. Agenda #18-164.

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* _____ *RESOLUTION #:* 2018-039

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

6/4/18 Anne Quesada Digitally signed by Anne Quesada Date: 2018.06.04 08:14:43 -04'00'	6/4/18 Lea Taylor Digitally signed by Lea Taylor DN: dc=org, dc=cocoafl, ou=GH, cn=Lea Taylor, email=ltaylor@cocoafl.org Date: 2018.04.23 18:56:47 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
6/4/18 Lora Howell Digitally signed by Lora Howell Date: 2018.06.04 08:27:03 -04'00'	6/4/18 Lora Howell Digitally signed by Lora Howell Date: 2018.06.04 18:58:28 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	18-201	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	5/22/2018			**In control:**	City Council
On agenda:	6/12/2018			**Final action:**	
Title:	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. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Letter of Compliance - Use of Chorine Gas at DWTP WTC - Quote 88725.00 Email fr CM for emergency purchase Resolution - Budget Adjustment for Emergency Shutoff Valve BAF-UT-Emergency Shutoff Valve System (6-12-18) _ Agenda 18-201 - FY18.pdf Sole Source Resolution 2018.doc				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 22, 2018
Agenda Date: June 12, 2018
Prepared By: Joyce Williams, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase 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

BACKGROUND:

On April 17, 2018, Orange County Fire Rescue performed an onsite inspection at the Dyal Water Treatment Plant. The inspection identified and cited a safety issue in the chlorine gas feed room. The room is checked every two hours by the Operators and contains air scrubbers for a chlorine gas release (1 ton), but is not large enough for a catastrophic loss of all six (6) cylinders in a single train (6 tons). The Dyal Plant was given a compliance period to resolve the issue.

On May 15, 2018, City staff had a follow-up meeting with Orange County Fire Rescue who identified this concern as a life and safety threat. According to the City of Cocoa Financial Operations Manual,

if there is a threat to life or property, an emergency may be, and consequently, was declared by the City Manager on May 16, 2018, for the emergency purchase of the Hexacon III Halogen Emergency Shutoff Valve System that meets all Fire Code requirements. A requisition was prepared and submitted on May 17, 2018.

On March 12, 2013, the City of Cocoa Council approved the 2014-2018 Capital Improvement Program in which Project Number WT-09 (Conversion to NaOCL and Liquid NH3) was added to the CIP. Due to funding delays and other factors, the project has not been completed.

Because the procurement has already proceeded due to the emergency, this item is an after the fact informational agenda. Staff recommends the approval of this emergency shutoff system.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$88,725.00
Account Number	421-4020-536.64-00, WS18EV
Account Name	Machinery & Equipment
Source of Funds:	Operative Revenue

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To 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.

UTILITIES DEPARTMENT
351 Shearer Boulevard
Cocoa, Florida 32922
Phone: (321) 433-8700

May 17, 2018

Inez Pressler
Orange County Fire Rescue Department
Office of the Fire Marshall
7079 University Boulevard
Winter Park, Florida 32792-6721

Subject: Use of Chlorine Gas at the Dyal Water Treatment Plant

Dear Ms. Pressler,

This is to summarize the meeting that occurred at the City of Cocoa on May 15, 2018, regarding the use of chlorine gas at the Dyal Water Treatment Plant, and the prior inspection that occurred in 2013.

The City of Cocoa had made a commitment to remove the chlorine gas and switch to liquid sodium hypochlorite within a five-year window based on the assessment in May 2013. Due to funding delays and other factors, the project has not been completed. Although the Dyal Plant has staffing 24 hours per day, 7 days a week, and the chlorine room is checked every 2 hours, the risk to life and health is still great and action must be taken immediately.

Due to this continuing high risk, the City of Cocoa will expedite the purchase and installation of 12 automatic shutoff valves in order to bring the Dyal Plant into full compliance. As of the writing of this letter, our City Manager, John Titkanich, has granted the use of emergency purchasing authority to expedite the retrofit for the valves.

The following action plan and timeline is proposed for the corrective action:

May 17, 2018	Obtain quote for work
May 21, 2018	Issue Emergency Purchase Order
May 22, 2018	Contractor received Purchase Order (required lead time 6-8 weeks)
July 9 – 13, 2018	Installation and Testing

It is our desire to become fully compliant as quickly as possible and to enhance the safety of the employees and visitors at the Dyal Plant. The action plan listed above is based on the best available information and it takes into account the lead time to receive the valves. If this schedule changes for any reason, we will contact your office with the updates.

Sincerely,

John "Jack" A. Walsh, P.E.
Utilities Director
jwalsh@cocoafl.org
321-433-8710

Cc: David Fisher, Superintendent, Dyal WTP
Troy Howell, Chief Operator, Dyal WTP

Water Treatment & Controls Co.

(850) 474-1805
(800) 826-7699
(850) 474-1776 FAX

9900A N. PALAFOX STREET • PENSACOLA, FLORIDA 32534-1227

Tim Dyar
City of Cocoa
351 Shearer Blvd
Cocoa, FL 32922
Email: tdyar@cocoafl.org

May18, 2018

RE: Halogen Emergency Valve Systems
Quote Number: 051818-JB-A

Tim,

Water Treatment & Controls Co. is pleased to offer you a quote for the following Halogen Emergency Valve Systems. The Hexacon System allows for the automatic control and operation of up to six Eclipse actuators. During an emergency, the Hexacon Model III will close the six Eclipse actuators automatically and sequentially. The Hexacon Model III meets all Fire Code requirements.

Features

Electronically Closes Valves - Approx. 3/4 sec
LED System Information Display
Allows Multiple Remote Switches
Fault Error Diagnostic System
Battery Operated (3 days w/AC failure)
Scada output
Fits Standard Valve Configurations
Operator can Open / Close valve manually
Microprocessor Controlled
Entire System NEMA-4X
3-Way Over Torque Protection

Quote Includes:

(2) Hexacon III 6 Six Station Controller
(12) Eclipse Actuators w/ 12 ft. Cables
(2) Scada Output Serial Ports
(1) Remote Shut-off Switch
(1) Battery Backup
(1) Installation and Training

Total Price: $ 88,725.00

Water Treatment and Controls Applicable Terms and Conditions apply and are attached.
If you have any questions you may contact me at: 352-267-3224.

Best regards,
Jason Bailey

Water Treatment & Controls Co.

(850) 474-1805
(800) 826-7699
(850) 474-1776 FAX

9900A N. PALAFOX STREET • PENSACOLA, FLORIDA 32534-1227

Standard Terms & Conditions

1. Quotation is good for (30) days.
2. Quotation includes only the items and services specified herein and does not include installation, field erection, accessory or related materials such as controls, piping, etc. unless specifically listed.
3. Quotation and order acceptance are subject to buyer's approved credit.
4. Payment term is Net 30 Days.
5. **PLEASE NOTE: All pricing anticipates payment by check or ACH. Due to additional costs incurred, payments by credit card will require an additional "pass through" 3% processing fee for acceptance.**
6. Delivery shall be F.O.B. Shipping Point. Freight charges will be prepaid and added to the total unless otherwise instructed and agreed to.
7. All applicable taxes or government charges upon the sale, shipment, and/or use of equipment/services covered by the proposal shall be added to the total price and paid by the buyer. Please add any and all taxes to the total quotation price.
8. Allow 4 to 6 weeks for shipment after receipt of an approved written purchase order.
9. All orders are subject to a 25% restocking fee upon cancellation and if restockable.
10. Submittal and Operating & Maintenance Manuals may be available upon request and subject to extra charge(s).
11. Additional Startup & Technical Services available at additional expense.
12. WTC shall be entitled to receive reasonable attorneys and collection fees on matters arising out of this quotation.

Please call for any assistance or questions regarding the scope of materials or Terms & Conditions.

Vs. 06-22-2017

RE: Halogen Emergency Valve Systems
Quote Number: 051818-JB-A

Joyce Williams 34.00 → 64.00

From: Troy Howell
Sent: Thursday, May 17, 2018 12:10 PM
To: Joyce Williams
Subject: FW: Emergency Purchase required

Thanks,

Troy

From: John Titkanich
Sent: Wednesday, May 16, 2018 10:18 PM
To: John "Jack" Walsh <jwalsh@cocoafl.org>
Cc: Matthew Fuhrer <mfuhrer@cocoafl.org>; Lora Howell <lhowell@cocoafl.org>; Troy Howell <thowell@cocoafl.org>; David Fisher <dfisher@cocoafl.org>; Katherine Ennis <kennis@cocoafl.org>
Subject: RE: Emergency Purchase required

Jack:

I approve this work given the emergency nature of the circumstances.

Thank you!

Regards,

John

John A. Titkanich, Jr., AICP, ICMA-CM
City Manager
65 Stone St., Cocoa, FL 32922
(321) 433-8737 I jtitkanich@cocoafl.org

Serving our Community with PRIDE!

Stay Connected: www.cocoafl.org

From: John "Jack" Walsh
Sent: Wednesday, May 16, 2018 7:12 AM
To: John Titkanich <jtitkanich@cocoafl.org>
Cc: Matthew Fuhrer <mfuhrer@cocoafl.org>; Lora Howell <lhowell@cocoafl.org>; Troy Howell <thowell@cocoafl.org>; David Fisher <dfisher@cocoafl.org>; Katherine Ennis <kennis@cocoafl.org>
Subject: Emergency Purchase required

John

Myself and staff met with Orange County Fire Rescue regarding a safety issue at the Dyal Water Treatment Plant. Specifically, the chlorine gas room was cited as a safety issue in a previous inspection. The City of Cocoa was allowed a generous compliance period due to the fact the room is checked every two hours by the Operators and we have air scrubbers in place for a chlorine gas release (1 ton) but not large enough for a catastrophic loss of all 6 cylinders in single train(6 ton). Another significant mitigating factor was the CIP project to replace the chlorine gas with liquid sodium hypochlorite already existed. Unfortunately, that project (CCRIP) has been delayed for two years due to bond funding and the earliest completion for the conversion project is still 3 or more years away.

Orange County Fire Rescue has identified this as a life and safety threat and as such, we must come in compliance rapidly. According to the Financial Operations Manual, when there is a threat to life or property, an emergency can be declared and I am requesting that you make that declaration. We will rapidly put a purchase order through the system for the vender who is responsive, time sensitive nature and has the equipment availability. Currently, our estimates for the work is around $80K for 12 shutoff valves and the wiring and alarming necessary and it is within your limits under an emergency condition. We will prepare an after the fact agenda item with all the details per the FOM requirements. Call me if you have any questions. Thanks

COCOA FLORIDA

John "Jack" Walsh, P.E.
Utilities Director
351 Shearer Blvd., Cocoa, FL 32922
(321) 433-8701 jwalsh@cocoafl.org
Fax: (321) 433-8708

Serving our Community with PRIDE!

Stay Connected: www.cocoafl.org

RESOLUTION NO. 2018-036

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 12th day of June, 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 #: Utilities/Dyal DATE PREPARED: 05/21/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 88,725)	421-4020-536.34-00		Contract Services	$ 548,650	$ 518,650	$ 429,925	$ 274,096
$ 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
($ 88,725)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 88,725	421-4020-536.64-00	WS18EV	Machinery & Equipment	$ 150,600	$ 150,600	$ 239,325	$ 67,430
$ 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
$ 88,725	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

On April 17, 2018, Orange County Fire Rescue performed an onsite inspection at Dyal Water Treatment Plant. The inspection identified and cited a safety issue in the chlorine gas feed room. On May 16, 2018 the City Manager declared an emergency purchase of the Hexacon III Halogen Emergency Shutoff Valve System that meets all Fire Code requirements. Agenda Item 18-201.

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 06/12/18 *RESOLUTION #:* 2018-036

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

6/12/18 Joyce Williams Digitally signed by Joyce Williams Date: 2018.05.21 14:22:04 -04'00'	5/23/18 Lea Taylor Digitally signed by Lea Taylor Date: 2018.05.23 15:26:06 -04'00'	5/23/18 Lora Howell Digitally signed by Lora Howell Date: 2018.05.23 16:08:04 -04'00'
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
6/12/18 John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2018.05.23 13:01:43 -04'00'	5/23/18 Lora Howell Digitally signed by Lora Howell Date: 2018.05.23 16:07:47 -04'00'	5/25/18 John A. Titkanich Digitally signed by John A. Titkanich Date: 2018.05.25 12:52:52 -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 #:	18-211	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	5/25/2018			**In control:**	City Council
On agenda:	6/12/2018			**Final action:**	
Title:	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. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04_12_17 Contract fr Independent_ Professional Services highlighted Agenda 04-11-17 ICMA 04_11_17 CPSM Approval Budget Resolution.pdf BAF-CM-CPSM Presentation (6-12-18)~ Agenda 18-211 - FY18..pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 25, 2018
Agenda Date: June 12, 2018
Prepared By: Kathleen Frederick
Through: John A. Titkanich, Jr., City Manager
Requested Action:
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.

BACKGROUND:

The City of Cocoa 2016-2021 Strategic Plan (adopted May 2016), “Crime was identified the most pressing single issue impacting the quality of life for Cocoa citizens.” Toward that end the Crime Awareness and Prevention Committee two primary goals: 1) Reducing crime within the City of Cocoa by 50% based on UCR reporting by the year 2020, and 2) [Addressing] long term social issues contributing to crime within the City of Cocoa through community policing. With each goal, several objectives and strategies were identified.

In September 2014, the Mayor hosted the first Mayor’s Crime Awareness and Prevention Summit and in September 2016, the Mayor hosted a Community Summit focused on engaging citizen and creating a safer community.

While the City of Cocoa has been experiencing historically lower crime rates dating back to the initial reporting of UCR statistics, two years ago the City experienced a slight increase and this past year crime reporting data submitted to FDLE indicates an overall decrease in 2016. While this is positive, the City still experiences a crime rate, in many categories, double of that compared to county, state and national crime rates. Comparing UCR crime statistics against other jurisdictions, according to the FBI, is not advisable and should not be a measure of a community's success in addressing the issues of crime. Notwithstanding, the City of Cocoa is committed to, as was the theme for the Mayor's Community Summit, engaging it citizens and creating a safer community.

Our Police Department under the leadership of Chief Cantaloupe has reorganized the department, restructured shifts and staffing based on calls for service, implemented various programs and initiatives, and diligently worked to increase the department interaction and collaboration with the community.

The Center for Public Safety Management, LLC is the exclusive provider of public safety technical assistance for the International City/County Management Association. They provide a wide array of analysis that is unique and more comprehensive than ordinary accreditation agencies. They are uniquely staffed with subject matter experts of a variety of disciplines that have served as senior public safety executives as well as former chief administrators for local governments. Supplementing the hundreds of years of practical experience, their assessment project teams are highly educated in the areas of public administration and program research and analysis.

To augment our existing community conversations and City Council direction, I am recommending retaining CPSM to conduct a comprehensive analysis of the Cocoa Police Department. The expected outcome is to provide the City and independent, thorough, and unbiased analysis of the department, which includes:

1. A data-driven forensic analysis to identify actual workload.
2. The identification and recommended appropriate staffing and deployment levels from every discrete operational and support function in the department.
3. A review and examination of the department's organizational structure and culture.
4. The performance of a gap analysis comparing the "as-is" state of the department to the best practices of industry standards.
5. A recommended management framework to ensure accountability, increased efficiency, and improved performance.

In the past four years, the City has increased staffing through unfreezing and filling sworn and non-sworn (dispatchers) positions, created and hired new positions to support the department and community (Crime Analyst and Victims Advocate) as well as made substantial investment in terms of equipment and technology to provide the department the necessary resources to accomplish the core mission of every police agency, to protect and serve the community.

While much progress has been made, there is still much to be accomplished. It is critical to the City of Cocoa as it continues to grow and seek to attract new residents and businesses they are assured that the City holds the safety of their persons and property in high regard. This operational analysis will better inform and position City Council, City administration and Police Department leadership to continue its commitment to reducing and preventing crime. Combined with the City's Strategic Plan, this analysis will provide a roadmap to achieve the aspirational goals the community and City Council have set.

The operational analysis was finalized in early 2018. While the report provides a substantial amount of information, staff believes it would be beneficial for the members of the review team to present the study and respond to any questions related to. Staff is requesting an additional $4,000 to cover the costs for the CPSM to present the findings at a City Council workshop.

STRATEGIC PLAN CONNECTION:

Crime, Goal 1, Objective 1.1: As identified above, crime was identified as the most pressing single issue impacting the quality of life for Cocoa citizens. An independent analysis of our department operations and resource allocation is consistent with the City's strategic plan.

Public Safety, Goal 1: The study provides industry best practices compared to current practices to ensure resources are strategically allocated to provide the most effective and efficient delivery of public safety resources.

BUDGETARY IMPACT:

If not budgeted, is amendment/transfer attached? Yes

FROM
Amount Requested ($4,000)
Account Number 001-1600-513.39-00
Account Name General Fund Contingency

TO
Amount Requested $4,000
Account Number 001-1600-513.31-00
Account Name General Fund Professional Services

Original Purchase Order 70389
Original P.O. Amount $62,000

PREVIOUS ACTION:

City Council previously approved April 11, 2017. Approval attached.

RECOMMENDED MOTION:

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..

CONTRACT FOR INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES

This Contract is made as of the 12th day of April, 2017 by and between the City of Cocoa , a municipal corporation of the State of Florida, (hereinafter "the CITY"), and the Center for Public Safety Management, LLC (CPSM) the exclusive provider of public safety technical assistance for the International City/County Management Association, a Domestic Limited Liability Company, organized under the laws of the District of Columbia whose principal office is located at 475 K Street, NW, Suite 702, Washington, D.C. 20001, (hereinafter "the CONTRACTOR") and whose Federal I.D. number is 46-5366606.

WHEREAS, the CITY desires to retain the CONTRACTOR, and the CONTRACTOR desires to be retained, pursuant to the proposal scope of services attached hereto as Exhibit "A" and incorporated herein in its entirety;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The services to be rendered by CONTRACTOR under this Contract are set forth in Exhibit "A" (proposal) attached hereto.

ARTICLE 2 - SCHEDULE

The schedule for services to be rendered by CONTRACTOR is set forth in Exhibit "A" (The Proposal) attached hereto. The Project Launch date as described in Exhibit A shall be within one week of contract execution.The project and final deliverables shall be completed per the schedule in Exhibit "A", which is approximately one hundred thirty-five (135) days after this Agreement is fully executed, subject to a mutually agreeable extension if necessary. The delivery of an "Operations" and "Data Analysis" draft report shall indicate conclusion of the work anticipated in the proposal. Following delivery of the draft reports, the CITY shall have 30 days to submit any changes it finds prudent or necessary. Sixty days from the delivery of the draft reports, the final report shall be produced and transmitted electronically. Both of these time periods shall be in addition to the time period for conducting the analysis and will not require extensions of the contract. The CITY may elect to engage optional language in the contract to request a final in-person presentation which shall be done outside of the time parameters of this contract.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

Invoices shall be due and payable upon receipt. Payments received more than 30 days after invoice date will incur a 2% late fee. Payment by the CITY under this Contract shall be governed by Exhibit "A".

Payments by direct deposit (preferred method) shall be sent to:

Routing No.: 052000113

Account No. : 9856252680

Payments by check to the CONTRACTOR shall be sent to:

CPSM
c/o Bastian Accounting, LLC
P.O. Box 199
Amherst, NY 14226

Invoices to the CITY should be sent to:

Name: John Titkanich, City Manager
Address: 65 Stone Street
Cocoa, Florida 32922

Email: jtitkanich@cocoafl.org
Phone: 321-433-8660

ARTICLE 4 - TERMINATION

Unless the CONTRACTOR is in breach of the Contract, the CONTRACTOR shall be paid for services rendered to the CITY's satisfaction through the date of termination. This is a legal-binding contract and cannot be terminated without cause. After receipt of a termination notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

A. Stop work on the date and to the extent specified;
B. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY; and
C. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - PERSONNEL

The CONTRACTOR is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor, and not an employee, or agent of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY, nor shall such personnel be entitled to any benefits of the CITY including, but not limited to, pension, health and workers' compensation benefits.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel consistent with applicable technical and professional standards in the field.

ARTICLE 6 - AVAILABILITY OF FUNDS

The CITY's elected body has appropriated sufficient funds in the operating budget(s) for which the work to be performed will occur and until the contract has been fully executed.

ARTICLE 7 - INSURANCE REQUIREMENTS

The CONTRACTOR will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance and professional liability insurance. Limits of liability for automobile liability insurance shall be, at a minimum, $1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, $1,000,000.00 per occurrence, $1,000,000.00 personal and advertising injury, $1,000,000.00 general aggregate and $1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability. Limits of liability for professional liability insurance shall be, at a minimum, $1,000,000.00 per occurrence/claim and $1,000,000.00 aggregate. If

the general liability insurance coverage and/or the professional liability insurance coverage is on a claims-made basis, the CONTRACTOR will maintain coverage in force for a period of two (2) years following the termination of the contract at the limits specified in this paragraph. The CONTRACTOR is responsible for the payment of any deductibles or self-insured retentions.

The CITY will be named as additional insured under the CONTRACTOR's general liability insurance and automobile liability insurance policies.

The CONTRACTOR agrees to indemnify, hold harmless, and defend the CITY, its officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorneys fees and litigation expenses, in whole or in part arising out of, connected with, or in any way associated with the activities of the CONTRACTOR, its employees, or its sub-contractors in connection with the work to be performed under this contract.

ARTICLE 8 - SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as stated above, neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

ARTICLE 9 – LAW GOVERNING THIS CONTRACT

The Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Brevard County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Dispute Resolution

In case of a dispute regarding the interpretation of any part of this Contract, the Parties shall use their best efforts to arrive at a mutually acceptable resolution. The CONTRACTOR shall proceed diligently with its performance of the work under this Contract pending the final resolution of any dispute arising or relating to this Contract. The Client shall continue to pay the CONTRACTOR for its performance under the Contract except for those items related to the dispute.

ARTICLE 10 - CONFLICT OF INTEREST

The CONTRACTOR represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required.

CONTRACTOR employees, subject matter experts, or subcontractors may undertake outside professional activities provided such activity and involvement does not conflict or interfere with this Contract. In addition, employees, subject matter experts, or subcontractors will not directly or indirectly, alone or with others, engage in or have any interest in any person, firm, or entity that engages in any business activity that is competitive with the business performed under this Contract.

ARTICLE 11 - EXCUSABLE DELAYS

The PARTIES shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the PARTIES and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; and abnormally severe and unusual weather conditions.

Upon either PARTY'S request, the other PARTY shall consider the facts and extent of any failure to perform the work and, if the PARTY'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly to a newly agreed upon timeline. It shall be the responsibility of the PARTIES to notify the other PARTY promptly in writing whenever a delay is anticipated or experienced, and to inform the other PARTY of all facts and details related to the delay.

ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY's expense shall be and remain the CITY property and may be reproduced and reused at the discretion of the CITY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 13 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, and sexual orientation.

ARTICLE 14 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Contract, the successful or prevailing party will be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party may be entitled.

ARTICLE 15 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 16 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the Parties hereto in accordance with Article 17 -

Modification and Changes. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this contract will supersede and prevail over the terms in the incorporated Exhibits.

ARTICLE 17 – MODIFICATIONS AND CHANGES

Only the **CITY's Contracting Officer** or his/her representative has authority to issue modifications to this Contract that materially change or modify any of the specifications, terms, or conditions of this Contract.

Only the **CITY's Contracting Officer** may, by written order, make changes within the scope of work of this contract including but not limited to any one or more of the following: (a) description of services to be performed; and (b) period of performance.

No change order shall be binding unless so issued by the **CITY's Contracting Officer** in writing and, until approved by the **CONTRACTOR'S** Contracting Administrator or their designated representative unless they are of an administrative matter.

ARTICLE 18 - NOTICE

All notices given under this Contract shall be sent by certified mail, return receipt requested, and if sent to the (name of client) shall be mailed to:

John Titkanich, City Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

and if sent to the CONTRACTOR shall be mailed to:

Director of Research & Project Development
Center for Public Safety Management, LLC
475 K Street NW, Suite 702
Washington, DC 20001

ARTICLE 19 – Public Record

Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Contractor agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Contractor related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Contractor. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Contractor are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8488, Cshealy@cocoafl.org, 65 Stone Street, Cocoa, Florida 32922.

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

IN WITNESS WHEREOF, the Parties hereto agreed to all that is written herein and included within Exhibit "A".

CITY OF COCOA, STATE OF FLORIDA

SIGNED

BY: _____

Print Name: Matthew Fuhrer

Title: Assistant City Manager

Date: 4-12-2017

ATTEST

BY: _____

Print Name: Carie Shealy

Date: 4-12-2017

CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC (CPSM)

SIGNED



BY:
Print Name: Leonard Matarese

Title: Managing Partner

Date: 12 APR 17

COMPREHENSIVE ANALYSIS OF LAW ENFORCEMENT SERVICES

COCOA, FLORIDA



CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC
475 K STREET NW STE 702 • WASHINGTON, DC 20001
WWW.CPSM.US • 800-998-3392

ICMA

Exclusive Provider of Public Safety Technical Services for
International City/County Management Association

Center for Public Safety Management, LLC

March 7, 2017

John A. Titkanich, Jr.
City Manager
65 Stone St.
Cocoa, FL 32922

Dear Mr. Titkanich:

The *Center for Public Safety Management, LLC, (CPSM)* as the exclusive provider of public safety technical assistance for the International City/County Management Association, is pleased to submit this proposal for an analysis of law enforcement services for Cocoa. The CPSM approach is unique and more comprehensive than ordinary accreditation or competitor studies.

In general, our analysis involves the following major outcomes:

Conduct a data-driven forensic analysis to identify actual workload;
Identify and recommend appropriate staffing and deployment levels for every discrete operational and support function in the department.
Examine the department's organizational structure and culture;
Perform gap analysis, comparing the "as is" state of the department to the best practices of industry standards;
Recommend a management framework to ensure accountability, increased efficiency, and improved performance;

This proposal is specifically designed to provide the local government with a thorough and unbiased analysis of emergency services in your community. We have developed a unique approach by combining the experience of dozens of subject matter experts in the areas of emergency services. The team assigned to the project will have hundreds of years of practical experience managing emergency service agencies, a record of research, academic, teaching and training, and professional publications, and extensive consulting experience completing hundreds of projects nation-wide. The team assembled for you will be true "subject matter experts" not research assistants or interns.

ICMA has provided direct services to local governments worldwide for almost 100 years, which has helped to improve the quality of life for millions of residents in the United States and abroad. I, along with my colleagues at CPSM, greatly appreciate this opportunity and would be pleased to address any comments you may have. You may contact me at 716.969.1360 or via email at lmatarese@cpsm.us.

Sincerely,

Leonard A. Matarese, ICMA-CM, IPMA-HR
Director, Research, and Project Development
Center for Public Safety Management. LLC

THE ASSOCIATION & THE COMPANY

The International City/County Management Association (ICMA) is a 103-year-old, non-profit professional association of local government administrators and managers, with approximately 9,000 members located in 32 countries.

Since its inception in 1914, ICMA has been dedicated to assisting local governments in providing services to its citizens in an efficient and effective manner. Our work spans all the activities of local government – parks, libraries, recreation, public works, economic development, code enforcement, Brownfield's, public safety, etc.

ICMA advances the knowledge of local government best practices across a wide range of platforms including publications, research, training, and technical assistance. Our work includes both domestic and international activities in partnership with local, state and federal governments as well as private foundations. For example, it is involved in a major library research project funded by the Bill and Melinda Gates Foundation and is providing community policing training in Panama working with the U.S. State Department. It has personnel in Afghanistan assisting with building wastewater treatment plants and has teams in Central America providing training in disaster relief working with SOUTHCOM.

The **ICMA *Center for Public Safety Management* (ICMA/CPSM)** was one of four Centers within the Information and Assistance Division of ICMA providing support to local governments in the areas of police, fire, EMS, Emergency Management, and Homeland Security. In addition to providing technical assistance in these areas we also represent local governments at the federal level and are involved in numerous projects with the Department of Justice and the Department of Homeland Security. In each of these Centers, ICMA has selected to collaborate with nationally recognized individuals or companies to provide services that ICMA has previously provided directly. Doing so will provide a higher level of services, greater flexibility, and reduced costs in meeting member's needs as ICMA will be expanding the services that ICMA can offer to local government is expanding. For example, The Center for Productivity Management (CPM) is now working exclusively with SAS, one of the world's leaders in data management and analysis. And the Center for Strategic Management (CSM) is now partnering with nationally recognized experts and academics in local government management and finance.

Center for Public Safety Management, LLC (CPSM) is now the exclusive provider of public safety technical assistance for ICMA and provides training and research for the Association's members and represents ICMA in its dealings with the federal government and other public safety professional associations such as CALEA and CPSE. The Center for Public Safety Management, LLC maintains the same team of individuals performing the same level of service that it has for the past seven years for ICMA.

CPSM's local government technical assistance experience includes workload and deployment analysis, using our unique methodology and subject matter experts to examine department organizational structure and culture, identify workload and staffing needs as well as industry best practices. We have conducted over 221 such studies in 36 states and 185 communities ranging in size from 8,000 population Boone, IA to 800,000 population Indianapolis, IN.



PROJECT STAFFING

For this project CPSM will assemble a premier team of experts from a variety of disciplines and from across the United States. The goal is to develop recommendations that will enable it to produce the outcomes necessary to provide critical emergency services consistent with the community's financial capabilities. The team will consist of a project team leader, two Operations Leaders and several senior public safety Subject Matter Experts selected from our team specifically to meet the needs of the municipality.

PROJECT MANAGER
Leonard Matarese, MPA

DATA TEAM LEADER
Dov Chelst, Ph.D.

POLICE TEAM LEADER
Carol Rasor-Cordero, Ph.D.

PROJECT MANAGER

LEONARD A. MATARESE, MPA, ICMA-CM, IPMA-CP

Director of Research and Project Development, Center for Public Safety Management

Mr. Matarese is a specialist in public sector administration with particular expertise in public safety issues. He has 44 years' experience as a law enforcement officer, police chief, public safety director, city manager and major city Human Resources Commissioner. He was one of the original advisory board members and trainer for the first NIJ/ICMA Community Oriented Policing Project which has subsequently trained thousands of municipal practitioners on the techniques of the community policing philosophy over the past 18 years. He has managed several hundred studies of emergency services agencies with attention to matching staffing issues with calls for service workload.

Recognized as an innovator by his law enforcement colleagues he served as the Chairman of the SE Quadrant, Florida, Blue Lighting Strike Force, a 71agency, U.S. Customs Service anti-terrorist and narcotics task force and as president of the Miami-Dade County Police Chief's Association – one of America's largest regional police associations. He represents ICMA on national projects involving the United States Department of Homeland Security, The Department of Justice, Office of Community Policing and the Department of Justice, Office Bureau of Justice Assistance. He has also served as a project reviewer for the National Institute of Justice and is the subject matter expert on several ICMA / USAID police projects in Central America. As a public safety director, he has managed fire / EMS systems including ALS transport. He was an early proponent of public access and police response with AEDs.

Mr. Matarese has presented before most major public administration organizations annual conferences on numerous occasions and was a keynote speaker at the 2011 annual PERF conference. He was a plenary speaker at the 2011 TAMSEC Homeland security conference in Linköping, Sweden and at the 2010 UN Habitat PPUD Conference in Barcelona, Spain.

He has a Master's degree in Public Administration and a Bachelor's degree in Political Science. He is a member of two national honor societies and has served as an adjunct faculty member for several universities. He holds the ICMA Credentialed Manager designation, as well as Certified Professional designation from the International Public Management Association-Human Resources. He also has extensive experience in labor management issues, particularly in police and fire departments. Mr. Matarese is a life member of the International Association of Chiefs of Police and the ICMA.

[redacted]

DATA ASSESSMENT TEAM

DOV CHELST, PH.D.

Director of Quantitative Analysis

Dr. Chelst is an expert in analyzing public safety department's workload and deployment. He manages the analysis of all public safety data for the Center. He is involved in all phases of The Center's studies from initial data collection, on-site review, large-scale dataset processing, statistical analysis, and designing data reports. To date, he has managed over 140 data analysis projects for city and county agencies ranging in population size from 8,000 to 800,000.

Dr. Chelst has a Ph.D. Mathematics from Rutgers University and a B.A. Magna Cum Laude in Mathematics and Physics from Yeshiva University. He has taught mathematics, physics, and statistics, at the university level for 9 years. He has conducted research in complex analysis, mathematical physics, and wireless communication networks and has presented his academic research at local, national, and international conferences, and participated in workshops across the country.

SENIOR PUBLIC SAFETY SUBJECT MATTER EXPERT

DAVID MARTIN, PH.D.

Senior Researcher in the Center for Urban Studies, Wayne State University

Dr. David Martin is Director of the Center for Urban Studies' Urban Safety Unit. He specializes in criminal justice research and program evaluation. He has had a close working relationship with the Detroit Police Department since 1993 and is currently working with Wayne State's police department on Midtown COMPSTAT, a collaborative policing and crime prevention initiative. He has developed real-time crime mapping and analysis tools to track crime, arrests and offender recidivism in Detroit and other communities. Dr. Martin has also conducted evaluations of innovative policing projects, including evaluations of Detroit Empowerment Zone Community Policing Initiative and federally-supported Weed and Seed Initiatives in the City of Detroit, City of Inkster and City of Highland Park, Michigan. He has also conducted several recidivism studies that examine the impact of offender rehabilitation programs in Wayne County.

SENIOR PUBLIC SAFETY DATA ANALYST

PRISCILA MONACHESI, M.S., B.A.

Priscila Monachesi is a Senior Data Analyst with CPSM and has worked on over 40 data analysis projects for city and county public safety agencies. She has over ten years' experience as a Project Leader/Senior System Analyst in auto manufacturing and financial systems.

She has a M.S in Statistics from Montclair State University, a B.A. in Economics from Montclair State University, and a Technical Degree in Data Processing from Pontifícia Universidade Católica in Brazil.

[redacted]

SENIOR PUBLIC SAFETY DATA ANALYST

SARAH WEADON, B.A.

Sarah Weadon has over 15 years' experience consulting with local, state, and federal government agencies in the areas of data and geospatial analysis, database and application development, and project management. She has worked with over 40 public safety agencies across the U.S. and Canada, providing data and geospatial analysis of response times, call trends, and station locations. Her skill in understanding the results of the analyses in the broader context of each client's budget, political, and overall reality, supports the development of practical, actionable recommendations. Ms. Weadon holds a Bachelor's degree in Classical Languages.

PUBLIC SAFETY DATA ANALYST

SHAN ZHOU, PH.D.

Dr. Shan Zhou specializes in the analysis of police data. Shan brings extensive experience in scientific and clinical data analysis. Prior to CPSM, she worked as an associate scientist at Yale School of Medicine. Shan has a MS in Business Analytics and Project Management from University of Connecticut and a PhD in Cell biology, Genetics, and Development from University of Minnesota.

PUBLIC SAFETY DATA ANALYST

RYAN JOHNSON, B.A.

Ryan Johnson is a new addition to the CPSM data analyst team, specializing in the analysis of fire data. He has helped complete fire analysis projects for several cities and has handled ad hoc requests for modeling optimum staffing levels for police departments. Ryan brings experience in financial data analysis from the telecom expense industry, where he was the lead analyst for four clients; 3 fortune 500 companies and the Top Architectural Engineering Firm in the country. He also brings experience in spatial analytics from his time with Homeland Security. Ryan has a B.S. in Economics from Georgia State University and he is completing his M.A. in Economics from Rutgers University.



OPERATIONS ASSESSMENT TEAM – POLICE UNIT

SENIOR ASSOCIATE – TEAM LEADER

CAPTAIN CAROL E. RASOR-CORDERO, PH.D. (RET).

Retired Captain, Pinellas County, Florida Sheriff's Office, Associate Professor Public Safety Administration, St. Petersburg College

Dr. Rasor-Cordero is a retired Captain from the Pinellas County Sheriff's Office in Florida. During her 25-year career in law enforcement, she served in various divisions to include: Patrol Operations, Crimes Against Children, Economic Crimes, Training, Community Services, and Court Security. While serving as the Commander of the Community Services Division, she established the Domestic Violence Unit, the Sexual Predator and Offender Unit, and the Citizen's Community Policing Institute. She served as the agency's training advisor and played a significant role in transforming the Pinellas County Police Academy from a vocational program to a progressive program that offers college credit at St. Petersburg College. She served as team leader for the agency's Hostage Negotiation Team and implemented the agency's Critical Incident Stress Management Team.

Dr. Rasor - Cordero has conducted research examining the relationship between personality preferences of executive level and mid-level law enforcement/corrections leaders and exemplary leadership practices. She has an extensive background as an educator and trainer. As a program director for St. Petersburg College, Carol established the first and only academic on-line gang-related investigations track in the nation. She developed the course Evolving Leaders in a Changing World for the Southeastern Public Safety Leadership Institute at St. Petersburg College which is a six-part series and approved for college credit. She designed a three-part series for implementing, managing, and evaluating community policing for the Florida Regional Community Policing Institute and delivered the training throughout Florida to mid-level and executive level leaders. Carol has developed and delivered training in the high liability areas of firearms, defensive tactics and driving. She has served as an evaluator for the project "An Evaluation of the National Justice Based After School Pilot Program" for the Office of Community Oriented Policing Services and a consultant for the Bureau of Justice Assistance evaluating the training needs of the Atlanta Police Department's Narcotics Unit. She has authored articles and presented at numerous conferences.

Dr. Rasor - Cordero is currently an associate professor for the College of Public Safety Administration, St. Petersburg College. She holds a Ph.D. in Education, Master, and Bachelor Degrees in Criminal Justice from the University of South Florida. She is a graduate of the Police Executive Research Forum Senior Management Institute for Police.

[redacted]

SENIOR ASSOCIATE

CHIEF JAMES GABBARD, BA (RET)

Retired Chief of Police, and City Manager Vero Beach, former Captain of Detectives, West Palm Beach, Past President Florida Police Chiefs Association.

James M. Gabbard retired as the City Manager of Vero Beach, Florida, Prior to his appointment as City Manager in 2005 he completed 37 years of law enforcement service in a series of increasingly responsible positions. Mr. Gabbard formerly served as the Police Chief of the Vero Beach Police Department for 20 years. During his tenure as chief he served as interim city manager on several occasions. Prior to his service with Vero Beach he was a member of the West Palm Beach Police Department, serving in all divisions of the Department and in many assignments including Detective Lieutenant of Homicide. Upon his promotion to Captain he was placed in command of organized crime and organized drug crime investigations. He retired from West Palm Beach in 1986 to accept the chief's position in Vero Beach.

Mr. Gabbard has received numerous professional recognitions and was elected President of the Florida Police Chiefs Association, one of the largest organizations of senior police managers in the United States. He was cited for bravery by Governor Jeb Bush before a joint session of the Florida Legislature for his actions during several hurricanes which stuck Vero Beach.

SENIOR ASSOCIATE

INSPECTOR JAMES E. MCCABE, (RET.) PH.D., M. PHIL., M.A., B.A.

Professor of Criminal Justice, Sacred Heart University, Retired NYPD Inspector

Dr. McCabe retired as an Inspector with the New York City Police Department after 20 years of service. As Inspector, his assignments included Commanding Officer of the NYPD Office of Labor Relations and Commanding Officer of the Training Bureau. As a Deputy Inspector, he was the Commanding Officer of the Police Academy with direct supervision of over 750 staff officers and 2,000 recruits. As Executive Officer, Police Commissioner's Office. His field experience includes, Commanding Officer, 110th Precinct, Executive Officer, 113th Precinct, assignment to the Operations Division/Office of Emergency Management and uniform patrol as on officer and Sergeant in Manhattan. He has published extensively and presented to numerous conference including Academy of Criminal Justice Sciences:

He holds a Ph.D. and M. Phil, in Criminal Justice, from CUNY Graduate Center, an M.A. in Criminal Justice, from John Jay College, an M.A. in Labor and Policy Studies, SUNY Empire State College, and B.A. in Psychology, CUNY Queens College, June, 1989. He is a graduate of the Executive Management Program, Harvard University's John F. Kennedy School of Government, and the FBI National Academy.



SENIOR ASSOCIATE

DEPUTY CHIEF WAYNE HILTZ (RET)

Former Interim Chief of Police at Pasadena and Irwindale Police Departments

Wayne has 33 years of experience in municipal law enforcement. This includes a broad range of experience in nearly every facet of policing from patrol, gang enforcement, and undercover narcotics to internal affairs investigations and community relations. The last 13 years were spent at command and executive levels. In his capacity as Deputy Police Chief, he served as the chief operating officer of the Pasadena Police Department, responsible for all day to day operations including internal audits and inspections. As well, he was responsible for operations related to the Tournament of Roses Parade and Rose Bowl events to include World Cup Soccer and BCS Championship games. For a period of nearly two years, he served in the capacity of Interim Chief of Police at both the Pasadena and Irwindale Police Departments.

He has extensive experience in managing budgets, and has served as a budget instructor for the California Commission on Peace Officer Standards and Training. The Los Angeles County Police Chiefs Association selected him to represent the 45 member agencies in negotiations for Homeland Security Grants for a three-year period. He also served as President of the San Gabriel Peace Officers Association. He has served on the boards of community based organizations with focus on addressing homeless issues, substance abuse, and juvenile violence. Wayne holds a Bachelor of Science degree in Police Science and Administration from California State University at Los Angeles. Executive training includes the FBI Southwest Command College and the Senior Management Institute for Police.

SENIOR ASSOCIATE

PROFESSOR PAUL E. O'CONNELL, PH.D., J.D.

Chair of Criminal Justice Department, Iona College, New Rochelle, New York, former NYPD Training Officer.

Dr. O'Connell is a leading expert on the application of Compstat model Police Management principles to public administration organizations. He has been a full-time member of the Criminal Justice faculty at Iona College in New Rochelle since 1994. He received his Ph.D. from CUNY where his doctoral thesis was the history and development of the Compstat model of Police Management. Dr. O'Connell began his professional career in criminal justice in 1981, serving the New York City Police Department first as a police officer, and then as a Police Academy instructor, in-service trainer, and curriculum developer. After receiving an MPA in 1984 and J.D. in 1989, he worked as a trial attorney with the firm of Cummings & Lockwood in Stamford, CT. Presently, he is the chair of Iona College's Criminal Justice department, where he also conducts funded research, publishes scholarly papers and lectures widely on the topics of police performance measurement, integrity management and law enforcement training systems.

Dr. O'Connell has provided consulting services to a variety of government agencies, including assessment of existing policing policies and practices and development of proactive management strategies. Over the years, he has collaborated with the Center for Technology in Government (Albany, NY), Giuliani Partners (New York, NY) and the Center for Society, Law, and Justice (University of New Orleans). Dr. O'Connell recently was awarded a Fulbright Grant working with the Turkish National Police.

[redacted]

SENIOR ASSOCIATE

CHIEF MARILYN DIAZ (RET.), B.S., M.S.

Retired Chief of Police, Sierra Madre, and Retired Commander, Pasadena, California Police Department.

In 1974 Marilyn Diaz began her career when she was hired as the first woman to be directly assigned as a patrol officer in the Pasadena Police Department. She promoted through the ranks, and in 2006 Marilyn retired as a Commander, where she led the Administrative Services and Field Operations Divisions.

In March of 2006 Marilyn was appointed as Sierra Madre's Chief of Police. Chief Diaz was the first woman in Los Angeles County to become chief of a municipal police department. Marilyn retired from the Sierra Madre Police Department in December 2011.

Ms. Diaz has a Master's degree in Education from the University of Southern California, and earned her Bachelor's degree in Police Science at California State University, Los Angeles.

Marilyn Diaz has served on the boards of Women at Work, Boy Scouts of America, Pacific Clinics, and the Caltech Women's Club. Marilyn also serves as a docent for the Caltech Architectural Tour Service, and is on the Caltech Women's Club Board. Marilyn is President of the Rotary Club of Sierra Madre for 2013-2014. She also teaches Youth Protection at the Rotary District level.

ASSOCIATE

CHIEF DEMOSTHENES M. LONG (RET.) ED.D. JD, MA

Former Assistant Chief of NYPD, Commanding Officer NYPD Police Academy, Former Deputy Commissioner / Undersheriff Westchester County Public Safety Department

Chief Long has 30 years' law enforcement experience, including 21 years with The New York City Police Department where he retired as Assistant Chief. His assignments included Commanding Officer, School Safety Division, where he managed 4,600 police officers and school safety agents and administered an operating budget of $133 million. He served as Commanding Officer, Office of Deputy Commissioner Community Affairs where he was responsible for developing, implementing and assessing programs to strengthen police/community relations; Commanding Officer, Police Academy, responsible for providing entry-level, in-service, promotional and executive level training for 53,000 uniform and civilian members of the Department; Executive Officer, Office of the First Deputy Commissioner and Executive Officer, 47th Precinct and also assignment as Supervisor of Patrol for 17 Bronx Precincts, Transit Districts and Housing Police Service Areas.

After retiring from the NYPD, he was appointed as First Deputy Commissioner / Undersheriff for the Westchester County Department of Public Safety. Responsibilities include the administrative planning, organization, coordination, execution, and control of the fiscal, administrative, support and training functions of the 325 member police department.

He holds a Doctor of Education Degree in Executive Leadership from St. John Fisher College, a Juris Doctor Degree from New York Law School, and Master of Arts and Bachelor of Science degrees from John Jay College of Criminal Justice.



ASSOCIATE

CHIEF CRAIG JUNGINGER, BS, MPA

Chief of Police, Gresham, Oregon

Chief Junginger has 26 years' experience as a law enforcement professional. He has served as the Chief of the Gresham, Oregon Police since December 2008, a community of 110,000 population just to the east of Portland. He currently leads a department of 160 personnel both sworn and civilian with a budget of $29 million.

Chief Junginger began his career at the Bell-Cudahy Police department in 1979. He worked as a K-9 Officer, Detective, and Patrol Officer. In 1985 he transferred to the Huntington Beach Police Department where he remained until his retirement in November 2008. While at Huntington Beach, he was a Patrol Officer, Beach Detail Officer, Field Training Officer, SWAT Officer, Traffic Motor Officers, Community Policing Officer, and Narcotics Detective. In 1999 he promoted to Sergeant where he worked Patrol, Downtown Foot Beat, Support Services, Vice and Intelligence and Internal Affairs. He promoted to Lieutenant in 2003 and worked as the Community Policing Commander responsible for all major event planning, Watch Commander and as the Chief's Executive Officer. In 2007 he promoted to the rank of Captain and was assigned to Administrative Operations consisting of Communications, Budget, Personnel, and Property and Evidence.

He holds a Master's Degree from California State University, Long Beach, a Bachelor's Degree from University of La Verne and an Associate's Degree from Rio Hondo Community College.

He attended the FBI National Academy Class 224 in Quantico Virginia, California Post Command College, West Point Leadership Program, POST Executive Development Program and the POST Supervisory Leadership Institute. While in Command College he was published for his article "How will we train police recruits of the millennial generation in the year 2012."

He was awarded the Medal of Valor in 1989 for his encounter with an armed bank robber.

[redacted]

PROJECT SCHEDULE

Milestone 1 – Full execution of the agreement
Agreement will identify Project Launch date.

Milestone 2 – Project Launch
We will conduct an interactive telephone conference with local government contacts. Our project leads will launch the project by clarifying and confirming expectations, detailing study parameters, and commencing information gathering.

Milestone 3a – Information Gathering and Data Extraction – 30 Days
Immediately following project launch, the police operations lead will deliver an information request to the department. This is an extensive request which provides us with a detailed understanding of the department's operations. Our experience is that it typically takes an agency several weeks to accumulate and digitize the information. We will provide instructions concerning uploading materials to our website. When necessary, the lead will hold a telephone conference to discuss items contained in the request. The team lead will review this material prior to an on-site visit.

Milestone 3b – Data Extraction and Analysis – 14 Days
Also, immediately following the project launch the Data Lead will submit a preliminary data request, which will evaluate the quality of the Computer Aided Dispatch (CAD) system data. This will be followed by a comprehensive request for data from the CAD system to conduct the response and workload analysis. This request requires a concerted effort and focused response from your department to ensure the timely production of required for analysis. Delays in this process will likely extend the entire project and impact the delivery of final report. The data team will extract one year's worth of Calls for Service (CFS) from the CAD system. Once the Data Team is confident the data are accurate, they will certify that they have all the data necessary to complete the analysis.

Milestone 3c – Data Certification – 14 days

Milestone 4a – Data Analysis and Delivery of Draft Data Report – 30 days
Within thirty days of data certification, the analysis will be completed and a draft, unedited data report will be delivered to each of the departments for their review and comment. After the data draft report is delivered, an on-site visit by the operations team will be scheduled.

Milestone 4b – Departmental Review of Draft Data Report – 14 days
The department will have 10 days to review and comment on the draft unedited data analysis. During this time, our Data team will be available to discuss the draft report. The Department must specify all concerns with the draft report at one time.

Milestone 4c – Final Data Report – 10 days
After receipt of the department's comments, the data report will be finalized within 10 days.

Milestone 5 – Conduct On-Site Visit – 30 days
Subject matter experts will perform an on-site visit within 30 days of the delivery of the draft data report.

Milestone 6 – Draft Operations Report – 30 days
Within 30 days of the last on-site visit, the operations team will provide a draft operations report to each department. Again, the departments will have 10 days to review and comment.

Milestone 7 – Final Report 15 days
Once the Department's comments and concerns are received by CPSM the combined final report will be delivered to the city within 15 days.

TOTAL ELAPSED TIME: 105 – 135 days

[redacted]

THE CPSM APPROACH

The CPSM team developed a standardized approach to conducting analyses of police departments by combining the experience sets of dozens of subject matter experts.

We begin projects with a request for data, documents, and worksheets.

Next, we extract raw data on calls for service from an agency's computer aided dispatch system. The data are sorted and analyzed to identify performance indicators (i.e., response times, workload by time, multiple unit dispatching, etc.) for comparison to industry benchmarks. Performance indicators are valuable measures of agency efficiency and effectiveness. The findings are shown in tabular as well as graphic form and follow a standard format for presentation of the analyzed data. While the format will be similar from community to community, the data reported are unique to the specific agency.

CPSM also conducts an on-site operational review. Here the performance indicators serve as the basis for the operational reviews. Prior to any on-site arrival of an CPSM team, agencies are asked to compile several key operational documents (i.e., policies and procedures, assets lists, etc.). Most on-site reviews consist of interviews with management and supervisors, as well as rank and file officers; attendance at roll calls and ride-alongs with officers. We review case files with investigators and observe dispatch operations to assess compliance with the provided written documentation.

Because of on- site visits and data assessments, our subject matter experts produce a SWOT analysis (strengths, weaknesses, opportunities, and threats of the department). We have found that this standardized approach ensures that we measure and observe all of the critical components of agencies.

Additionally, this methodology can be integrated with ongoing support customized to the unique needs of your community. Strategic planning, risk assessment, and training services are also available to assist with the implementation of CPSM recommendations and developing new processes and programs that may arise as implementation evolves.

The following information describes the CPSM approach to studying, understanding, evaluating, and reporting on police departments around the country. Although no two police departments are the same, a standardized approach to department evaluation ensures a rigorous and methodological process that permits benchmarking, comparing, and assessing within the context of the best practices of American law enforcement. However, each locality has unique characteristics that present policing challenges. Integrating a standardized approach within the context of local variability permits an accurate assessment of the organization in its political environment, and further permits CPSM to offer recommendations that comport with the best practices in policing, yet tailor-made for the client community.

I. Benchmark the community

It is essential to understand the service levels, protection needs, community dynamics, and overall environment within which the police department operates. If necessary to do so, the CPSM study may involve interviews directed at stakeholders in the community which could include elected officials and employee labor representatives who would be contacted to solicit their opinions about the department, the public safety needs of their constituency, and the perceived gaps in service levels currently provided. CPSM may work with the agency to identify community members that can provide this important information. Additionally, the department will be compared to organizations of similar size with respect to crime, demographics, and cost-efficiency.



II. Patrol Operations

Police agencies routinely speak about "recommended officers per 1,000 population" or a "National Standard" for staffing or comparisons to other municipalities. There are no such standards, nor are there "recommended numbers of "officer per thousand". The International Association of Chiefs of Police (IACP) states; "Ready-made, universally applicable patrol staffing standards do not exist. Ratios, such as officers-per-thousand population, are totally inappropriate as a basis for staffing decisions."

Staffing decisions, particularly in patrol, must be made based upon actual workload and very few police agencies have the capability of conducting that analysis. Once an analysis of the actual workload is made, then a determination can be made as to the amount of discretionary patrol time that should exist, consistent with the local government's ability to fund.

CPSM's team of doctoral level experts in Operations Research in Public Safety have created in ***The CPSM Patrol Workload & Deployment Analysis System©*** the ability to produce detailed information on workload even in those agencies without sophisticated management information systems. Using the raw data extracted from the police department's CAD system our team converts calls for service into police services workload and then effectively graphs workload reflecting seasonally, weekday / weekend and time of day variables. Using this information, the police department can contrast actual workload with deployment and identify the amount of discretionary patrol time available (as well as time commitments to other police activities.

Police service workload differentiates from calls for service in that calls for service are a number reflecting the incidents recorded. Workload is a time measurement recording the actual amount of police time required to handle calls for service from inception to completion. Various types of police service calls require differing amounts of time (and thus affect staffing requirements). As such, call volume (number of calls) as a percentage of total number of calls could be significantly different than workload in a specific area as a percentage of total workload. The graph below demonstrates this difference in units.

CPSM has found that the most effective way to manage operations, including policing, is to make decisions based upon the interpretation and analysis of data and information.

To achieve this, a data analysis of police department workload, staffing and deployment will be conducted. By objectively looking at the availability of deployed hours and comparing those to the hours necessary to conduct operations, staffing expansion and/or reductions can be determined and projected. Additionally, the time necessary to conduct proactive police activities (such as team-led enforcement, directed patrol, community policing and selected traffic enforcement) will be reviewed to provide the city with a meaningful methodology to determine appropriate costing allocation models.

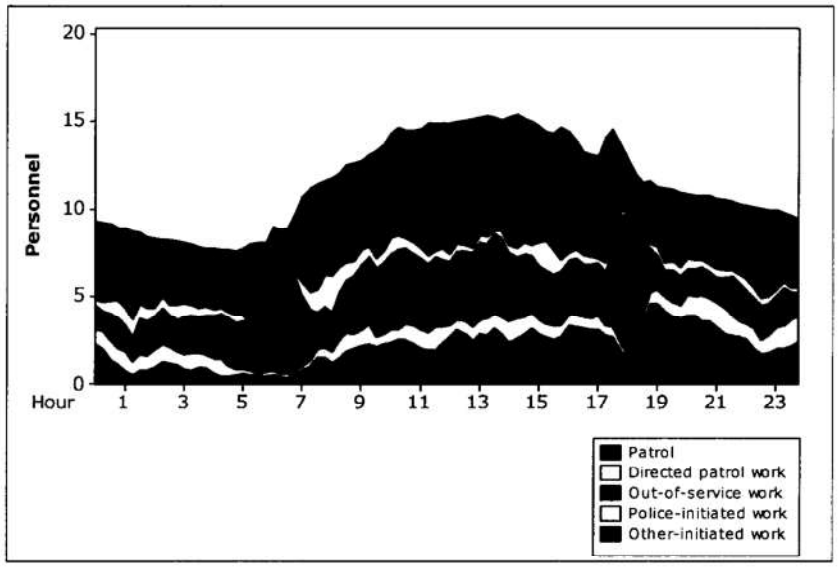
Workload vs. deployment analysis sample

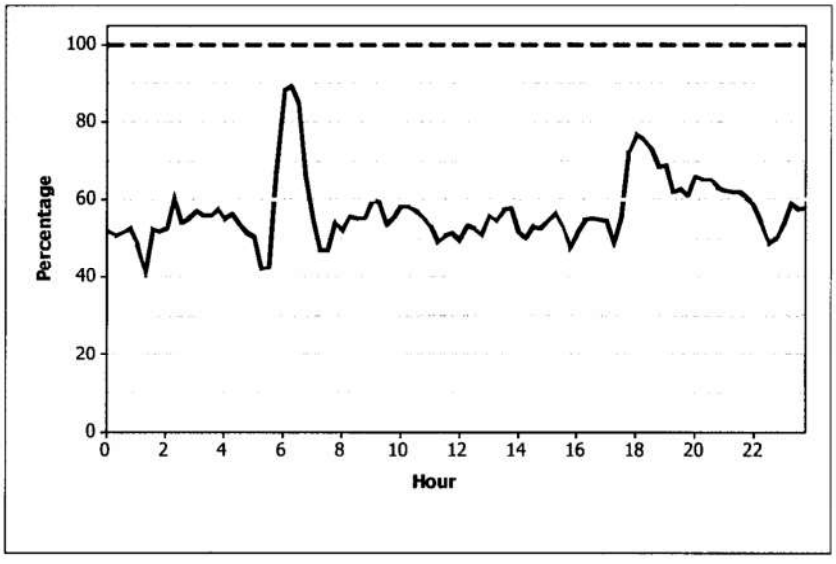
This is one of the ways we show the amount of available, non-committed patrol time compared to workload. As you can see we break out the various activities, convert them to time and then compare to available manpower. The deployment is based upon actual hours worked.

So, in this example, at noon there are approximately 9 hours of work (including citizen initiated & officer initiated calls for services, including traffic) and administrative activities (meals, vehicle, reports, etc.). There are approximately 15 man hours of available resources meaning that at that hour, on average, of the 15 officers on duty 9 are busy on activities.

The area shown in green and brown is uncommitted time. This is the area where staffing decisions impact – it becomes a policy issue as to how much uncommitted time a city wants, and is willing to pay for.







Avg. Workload:	6.5 officers per hour
Avg. % Deployed (SI):	57 percent
Peak SI:	89 percent
Peak SI Time:	6:15 a.m.

[redacted]

The CPSM study will result in the calculation of service demands placed on the department, workload levels, service times for calls for service, and response times. This information is developed by first extracting data from the departments CAD system. The extracted information is then processed and workload is calculated. This workload is then compared to deployment levels. The product of this analysis is the variance between service demands and available personnel, and appropriate recommendations made for staffing levels and an optimal deployment schedule to meet these service demands. This permits exploration of the following questions:

- What are the service demands made by the public as measured through the CAD system?
- What is the workload?
- Based on this workload is the alignment of Districts and Divisions appropriate?
- Based on the workload is the shift schedule aligned appropriately and what alternatives to the current shift plan are most efficient?
- How many police officers and supervisors are need to staff the patrol function to meet the workload demands placed on the agency?
- How long does it take to respond to calls for service (both response time and total time) and what ways are there to reduce these times?
- How many officers are assigned to each call and what are the ways to minimize these assignments?
- What categories of call, and in what frequency, does the agency handle and what measures can be adopted to minimize unnecessary responses?
- How much time is spent on administrative duties?
- How much time is spent on directed patrol activities and specialized enforcement?

The study will determine the gaps in patrol coverage and recommendations for modifying temporal and spatial deployment. With the appropriate "best fit" of patrol coverage identified, a determination can be made about the exact number of officers required to meet service demands, and in what shift/district/division combinations to maximize resources.

In addition to the analysis of patrol operations from the CAD system and workload, the CPSM study will focus on the qualitative aspects of patrol. The study will observe officers on patrol through ride-alongs, interviews, and general observations. We will amass all available documents, plans, and data available to understand the patrol approach in the department. We will observe the special operations teams, the problem/nuisance unit, etc. to evaluate their role within the overall mission of the department and patrol operations. We will evaluate the performance of the units, identify improvement opportunities, and justify and recommend appropriate staffing levels

The CPSM study will also evaluate the implementation of technology on patrol, weapons available, and equipment used with opportunities for improvement.

CPSM advocates community policing as its operational philosophy. The CPSM study would evaluate the implementation of community policing, in quantifiable and anecdotal terms, and identify improvement opportunities where appropriate.

Similarly, the CPSM study would evaluate the relationship of patrol operations with the rest of the department. To what extent does this bureau work, coordinate, and communicate with the other operational and support functions of the department? How should it? What are the strategic, management, and planning functions of the department with regards to the patrol function and how does patrol operations respond to the mission of the organization? How are crime, traffic, disorder, and quality of life problems handled?

[redacted]

III. Investigations

The CPSM study will assess investigations – both reactive and proactive. The CPSM team will explore the following questions:

Staffing – Are there sufficient investigators available to handle the workload?

Workload – What is the workload; how many cases do investigators handle; is the specialization appropriate?

Case management – Is there an effective case management system in place?

Effectiveness & Efficiency – How much time does it take to investigate cases? Are victims kept informed? Are cases cleared and offenders held accountable? How much overtime is spent?

Intelligence – How is intelligence gathered and disseminated (inside and outside the department)? Does the investigations function make use of intelligence?

Civilianization opportunities – What are the potential areas for civilianization?

Technological opportunities – Is technology being leveraged to improve investigations?

Crime scene – Are crime scenes being processed efficiently, and are appropriate follow-up investigations being conducted?

Proactive Investigations – the same approach and inquires found in sections above are applied to each specialized investigative unit in the department.

Narcotics

Violent Offenders

Warrants and Fugitives

Bombings and Arson

Fraud/Cyber crimes

All other specialized investigations units

CPSM will essentially evaluate each investigative unit operating in the agency. This evaluation will assess the performance of the unit, how the unit operates within the overall mission of the department, compare operations to best practices in law enforcement, identify improvement opportunities, and identify appropriate staffing levels.

IV. Administration and Support

Once again, CPSM will evaluate every administrative and support unit in the police department. This evaluation will involve:

Staffing;

Workload;

Civilianization possibilities;

Cost saving opportunities;

Out-sourcing opportunities;

Best practice comparisons and opportunities for improvement.

The CPSM team has subject matter experts in police management and administration and will explore administration and support activities in the area of professional standards (Internal investigations, hiring and recruitment, disciplinary system, promotional system), training (both academy and in-service), records management, evaluating the critical, frequent, and high liability policies, facility, fleet, equipment, information technology, property management system, laboratory, planning and research, sick-time management, overtime, communications and dispatch, etc.



In general, we look at every unit identified as a discrete operational/support entity for the following:

Describe the functions of the unit;

Evaluate the performance of the unit. In most cases this is a quantitative; evaluation, but in units not appropriate for quantification, a qualitative evaluation is provided;

Identification of improvement opportunities

An evaluation and justification, and recommendation for appropriate staffing levels.

V. Organizational Culture

During the operational evaluation described above organizational "themes" emerge. What does the department "think" about providing police service to the community and how does this thinking align with the stated mission and department policies? How does the department interact with the community and internally with its own members? In general, what is the culture of the organization?

The culture of a police organization reflects its members and the community it serves. Through focus groups, interviews, and observations, the CPSM team will evaluate operational readiness and need. This part of the CPSM study is critical to the overall success of the project as it provides a better understanding of the police department and how the workload, staffing, and community dynamics shape the mission, goals, operations, and needs of the organization. In addition, as an option, every member of the department can be given the opportunity to participate in an anonymous survey. This survey is designed to understand the culture of the department, assess internal and external communications, and determine what it "thinks" about various elements of organizational life.

VI. Organizational Structure and Administration

Based on the above, we can analyze current management structure and practice and make recommendations to improve organizational administration. The product of this analysis is a proposed staffing mode. The product of this analysis also generally ends up with a leaner, flatter, and more efficient organizational design.

VII. Performance Management

The overarching philosophy of the CPSM approach is to evaluate the police department in terms of performance management. Identifying workload, staffing, and best practices is just the beginning. It is also important to assess the organization s ability to carry out its mission. Essentially, does the police department know its goals, and how does it know they are being met. It is very difficult for an organization to succeed at any given level of staffing unless it has a clear picture of success. How does the department "think" about its mission, how does it identify and measure what's important to the community, how does it communicate internally and externally, how does it hold managers accountable, and how does it know the job is getting done? The CPSM team will evaluate the department and make recommendations to assist with improving capacity in this area, if necessary. In addition, CPSM can offer performance management training and mentoring services to support organizational success.



PROPOSED FEES

The quotation of fees and compensation shall remain firm for a period of 90 days from this proposal submission.

CPSM will conduct the analysis of the police department for $62,000 exclusive of travel. The project would be billed in three installments: 40% upon signing the contract; 40% with delivery of the police draft data analysis; 20% with delivery of the draft final report. Following delivery of the draft reports, the city will have 30 days to provide comments as to accuracy and a final report will be delivered within 30 days of the comment period.

Travel expenses will be billed as incurred as actual cost with no overhead or administrative fees.

NOTE: If the chief administrative officers is a member of ICMA the fee, exclusive of travel costs, will be reduced by 10% to $55,800.

Deliverables
Draft reports will be provided for department review in electronic format.

To be ecologically friendly, CPSM will deliver the final report in computer readable material either by email or CD or both. The final reports will incorporate the operational as well as data analysis. Should the municipality desire additional copies of the report, CPSM will produce and deliver whatever number of copies the client request and will invoice the client at cost.

Should the local government desire additional support or in-person presentation of findings, CPSM will assign staff for such meetings at a cost of $2,500 per day/per person along with reimbursement of travel expenses.

[redacted]

CONCLUSION

Part of ICMA's mission is to assist local governments in achieving excellence through information and assistance. Following this mission, Center for Public Safety Management, LLC acts as a trusted advisor, assisting local governments in an objective manner. CPSM's experience in dealing with public safety issues combined with its background in performance measurement, achievement of efficiencies, and genuine community engagement, makes CPSM a unique and beneficial partner in dealing with issues such as those being presented in this proposal. We look forward to working with you further.



PAST & CURRENT ENGAGMENTS

Edmonton	AB	Comprehensive Analysis of Fire Services.
Leduc	AB	Fire Consolidation Plan
Leduc	AB	Comprehensive Analysis of Fire Services.
Kenai	AK	Comprehensive Analysis of Fire Services
Anniston	AL	Comprehensive Analysis of Police Services
Auburn	AL	Comprehensive Analysis of Fire Services
Auburn	AL	Comprehensive Analysis of Police Services
Dothan	AL	Comprehensive Analysis of Police Services
Casa Grande	AZ	Comprehensive Analysis of Police Services
Florence	AZ	Comprehensive Analysis of Police Services
Lake Havasu City	AZ	Comprehensive Analysis of Police Services
Lake Havasu City	AZ	Comprehensive Analysis of Fire Services
Florence	AZ	Comprehensive Analysis of Sheriff's Office
Prescott	AZ	Comprehensive Analysis of Fire Services
Prescott	AZ	Comprehensive Analysis of Police Services
Queen Creek	AZ	Police Strategic Plan
Queen Creek	AZ	Comprehensive Analysis of Fire services
Scottsdale	AZ	Comprehensive Analysis of Police Services
Tucson	AZ	Comprehensive Analysis of Police Services
Youngtown	AZ	Comprehensive Analysis of Police Services
Alameda	CA	Comprehensive Analysis of Fire Services
Alameda	CA	Comprehensive Analysis of Police Services
Burbank	CA	Analysis of Investigations Workload / Staffing
Carlsbad	CA	Comprehensive Analysis of Police Services
El Centro	CA	Comprehensive Analysis of Police Services
Hermosa Beach	CA	Comprehensive Analysis of Fire services
Hermosa Beach	CA	Comprehensive Analysis of Police Services
Laguna Woods	CA	Review of Sheriff's Office Service
Morgan Hill	CA	Comprehensive Analysis of Police Services
Morgan Hill	CA	Comprehensive Analysis of Fire Services
Palm Desert	CA	Comprehensive Analysis of Fire Services
Palo Alto	CA	Comprehensive Analysis of Fire Services
San Jose	CA	Fire Study
San Jose	CA	Police Study
San Mateo	CA	Dispatch Operations Review
Santa Ana	CA	Comprehensive Analysis of Police Services

[redacted]

Santa Clara	CA	Comprehensive Analysis of Police Services
Santa Monica	CA	Police Chief Selection
Santa Rosa	CA	Performance Measurement Analysis
Stockton	CA	Comprehensive Analysis of Police Services
Stockton	CA	Comprehensive Analysis of Fire Services
Woodland	CA	Police Chief Selection
Yuba City	CA	Comprehensive Analysis of Fire Services
Yuba City	CA	Comprehensive Analysis of Police Services
Federal Heights	CO	Comprehensive analysis of Police Services
Federal Heights	CO	Comprehensive analysis of Fire Services
Littleton	CO	Comprehensive Analysis of Fire Services
Steamboat Springs	CO	Comprehensive Analysis of Fire Services
Cheshire	CT	Police Management Review
Southington	CT	Comprehensive Analysis of Fire Services
Dover	DE	Comprehensive Analysis of Police Department
Dover	DE	Comprehensive Analysis of Fire Services
Alachua	FL	Expert Witness Law Enforcement Issues
BCCMA	FL	Analysis of Broward Sheriff's Office Contract Services
Tamarac	FL	Analysis of Sheriff's Contract Services
Inverness	FL	Comprehensive Analysis of Fire Services
Delray Beach	FL	Comprehensive Analysis of Police Services
Delray Beach	FL	Comprehensive Analysis of Fire Services
Dunedin	FL	Police Consolidation Review
Hollywood	FL	Police Internal Affairs Review
Indian River Shores	FL	Public Safety Staffing Analysis
Indian River Shores	FL	Public Safety Study
Jacksonville Bch	FL	Police Chief Selection
Jupiter	FL	Police and Fire
Hobe Sound	FL	Public Safety Consolidation
Kenneth City	FL	Comprehensive Analysis of Police Services
Miami Beach	FL	Comprehensive analysis of Fire Services
Naples	FL	Presentation
North Port	FL	Comprehensive Analysis of Police Services
Orlando	FL	Expert Witness Law Enforcement Issues
Land O' Lakes	FL	Comprehensive analysis of Fire Services
New Port Richey	FL	Sheriff Budget Analysis
Pompano Beach	FL	Comprehensive Analysis of Police Services
Venice	FL	Comprehensive Analysis of Fire Services
Kingsland	GA	Comprehensive Analysis of Fire Services
Kingsland	GA	Fire Consolidation St Marys
Woodbine	GA	Police Consolidation Study



Garden City	GA	Preliminary Analysis Public Safety Merger
Johns Creek	GA	Analysis of Fire Services
Kingsland	GA	Fire Consolidation Study
Sandy Springs	GA	Comprehensive Analysis of Police Department
St. Marys	GA	Fire Consolidation Study
Boone	IA	Public Safety Consolidation
Boone	IA	Performance Measurement of Municipal
Hayden	ID	Comprehensive Analysis of Police Services
Jerome	ID	Analysis of Police Services
Algonquin	IL	Performance Measurement Analysis
Glenview	IL	Comprehensive Analysis of Police & Fire Services
Glenview	IL	Comprehensive Analysis of Police Services
Glenview	IL	Dispatch Operations Review
Highland	IL	Comprehensive Analysis of Fire Services
Highland Park	IL	Comprehensive Analysis of Fire Consolidation
Highwood	IL	Comprehensive Analysis of Fire Consolidation
Lake Bluff	IL	Analysis of Fire Consolidation
Lake Bluff	IL	Fire Data Review
Lake Forest	IL	Analysis of Fire Consolidation
Lake Zurich	IL	Comprehensive Analysis of fire services
Naperville	IL	Workload, Staffing & Schedule Design
Roseville	IL	Comprehensive Analysis of Police Services
Skokie	IL	Police Study
Western Springs	IL	Comprehensive Analysis of Police Services
Indianapolis	IN	Police Workload & Deployment Services
Plainfield	IN	Comprehensive Analysis of Police Services
Topeka	KS	Preliminary review of Fire Department
Northborough	MA	Comprehensive Analysis of Police Services
Northborough	MA	Comprehensive Analysis of Fire Services
Cambridge	MD	Performance Measurement Study
Annapolis	MD	Comprehensive Analysis of Police Services
Ocean City	MD	Dispatch Operations Review
Ann Arbor	MI	Comprehensive Analysis of Fire Services
Auburn Hills	MI	Comprehensive Analysis of Fire Services
Auburn Hills	MI	Comprehensive Analysis of Police Services
Benton Harbor	MI	Public Safety Consolidation
Chesterfield	MI	Comprehensive Analysis of Police Services
Lansing	MI	Comprehensive Analysis of Police Services
Lansing	MI	Comprehensive Analysis of Fire Services
Detroit	MI	Police Department Review
Douglas	MI	Comprehensive Analysis of Police Services
Flint	MI	Comprehensive Analysis of Fire Services



Flint	MI	Comprehensive Analysis of Police Services
Grand Rapids	MI	Comprehensive Analysis of Police Services
Grand Rapids	MI	Comprehensive Analysis of Fire Services
Kingsley	MI	Comprehensive Analysis of Fire Services
Interlochen	MI	Comprehensive Analysis of Fire Services
Grosse Pointe	MI	Public Safety Consolidation
Grosse Pointe	MI	Public Safety Consolidation
Hamtramck	MI	Police Study
Grand Rapids	MI	Comprehensive Analysis of Police & Fire Services
Grand Rapids	MI	Analysis of Police Services Consolidation
Kentwood	MI	Analysis of Fire Services Consolidation
Flint	MI	Comprehensive Analysis of Police Services
Flint	MI	Comprehensive analysis of Fire Services
Novi	MI	Comprehensive Analysis of Police Services
Novi	MI	Comprehensive analysis of Fire Services
Kalamazoo	MI	Police Workload / Contract for Services Analysis
Petoskey	MI	Public Safety Consolidation
Plymouth	MI	Fire Services Consolidation
Plymouth	MI	Fire Service Analysis
Royal Oak	MI	Comprehensive Analysis of Police Services
Royal Oak	MI	Comprehensive Analysis of Fire Services
Saginaw	MI	Comprehensive Analysis of Police Services
Saginaw	MI	Comprehensive Analysis of Fire Services
Vicksburg	MI	Financial Analysis of Fire Authority
Saint Joseph	MI	Public Safety Consolidation
Sturgis	MI	Public Safety Analysis
Troy	MI	Comprehensive Analysis of Police Services
Troy	MI	Review of Fire Administration and Inspections
Wyoming	MI	Comprehensive Analysis of Police Services 2012
Wyoming	MI	Comprehensive Analysis of Fire Services 2012
Wyoming	MI	Comprehensive Analysis of Police Services 2009
Wyoming	MI	Comprehensive Analysis of Fire Services 2009
Mankato	MN	Public Safety Study
Moorhead	MN	Comprehensive Analysis of Fire Services
Saint Cloud	MN	Police Strategic Planning Review
Saint Cloud	MN	Comprehensive Analysis of Police Services
Brentwood	MO	Comprehensive Analysis of Police Services
Saint Louis	MO	Comprehensive Analysis of Fire Services
Saint Louis	MO	Comprehensive Analysis of Police Services
Saint Louis	MO	Standard of Response / risk assessment
Bozeman	MT	Fire Protection Master Plan
Bald Head Island	NC	Public Safety Staffing Review



Bald Head Island	NC	Public Safety Consolidation
Chapel Hill	NC	Comprehensive Analysis of police services
Cornelius	NC	Fire Consolidation Study
Davidson	NC	Fire Consolidation Study
Greenville	NC	Comprehensive Analysis of Fire Services
Oxford	NC	Comprehensive Analysis of Fire Services
Oxford	NC	Comprehensive Analysis of Police Services
Rocky Mount	NC	AED Grant assistance
Rocky Mount	NC	Comprehensive Analysis of Police Services
Grand Island	NE	Comprehensive Analysis of Police Services
Grand Island	NE	Comprehensive Analysis of Fire Services
South Sioux City	NE	Fire Services Strategic Plan
East Brunswick	NJ	EMS Study
Oradell	NJ	Comprehensive Analysis of Police Services
Paterson	NJ	Comprehensive Analysis of Police Services
South Orange	NJ	Comprehensive Analysis of Police Services
Westwood	NJ	Comprehensive Analysis of Police Services
Bernalillo	NM	Comprehensive Analysis of Fire Services
Las Cruces	NM	Comprehensive Analysis of Fire Services
Las Cruces	NM	Comprehensive Analysis of Police Services
Ruidoso	NM	Comprehensive Analysis of Police Services
Boulder City	NV	Police Organizational Study
Henderson	NV	Comprehensive Analysis of Police Services
Las Vegas	NV	Comprehensive Analysis of Fire Services
North Las Vegas	NV	Fire Workload Analysis
Bria Cliff Manor	NY	Analysis of police consolidation
Garden City	NY	Comprehensive Analysis of Fire Services
Long Beach	NY	Comprehensive Analysis of Fire and EMS services
Armonk	NY	Comprehensive Analysis of Police Services
Oneonta	NY	Comprehensive Analysis of Fire and EMS services
Oneonta	NY	Fire Apparatus Review
Orchard Park	NY	Comprehensive Analysis of Police Services
Ossining	NY	Analysis of police consolidation
Ossining	NY	Analysis of police consolidation
Rye	NY	Police Chief Selection
Watertown	NY	Comprehensive Analysis of Fire Services
Cincinnati	OH	Police Dispatch Review
Dayton	OH	Police Internal Affairs Review
Huron	OH	Comprehensive Analysis of Police Services
Huron	OH	Comprehensive Analysis of Fire Services
Independence	OH	Comprehensive Analysis of Police Services
Independence	OH	Comprehensive Analysis of Fire Services

[redacted]

Sandusky	OH	Fire Study
Sandusky	OH	Police Study
Broken Arrow	OK	Comprehensive Analysis of Police Services
Broken Arrow	OK	Comprehensive Analysis of Fire Services
Edmond	OK	Comprehensive Analysis of Police Services
Jenks	OK	Comprehensive Analysis of Police Services
Jenks	OK	Comprehensive Analysis of Fire Services
Muskogee	OK	Comprehensive Analysis of Police Services
Tulsa	OK	Comprehensive Analysis of Fire Services
Bend	OR	Comprehensive Analysis of Police Services
Grants Pass	OR	Comprehensive Analysis of Fire Services
Grants Pass	OR	Comprehensive Analysis of Police Services
Grants Pass	OR	Public Safety Strategic Plan Development
Ontario	OR	Comprehensive Analysis of Police Services
Ontario	OR	Comprehensive Analysis of Fire Services
Mohnton	PA	Comprehensive Analysis of Police Services
Mohnton	PA	Police Chief Selection
Ephrata	PA	Comprehensive Analysis of Police Services
Farrell	PA	Comprehensive Analysis of Police Services
Jamestown	PA	Comprehensive Analysis of Police Services
Wrightsville	PA	Comprehensive Analysis of Police Services
Lancaster	PA	Police Study
Berwyn	PA	Comprehensive Analysis of Police Services
East Providence	RI	Comprehensive Analysis of Fire Services
East Providence	RI	Expert Witness Fire Issues
Beaufort	SC	Review of Fire Service Contract
Beaufort	SC	Comprehensive Analysis of Police Services
Beaufort	SC	Comprehensive Analysis of Fire Services
Walterboro	SC	Comprehensive Analysis of Public Safety Dept.
Rapid City	SD	Comprehensive Analysis of Fire Services
Germantown	TN	Comprehensive Analysis of Fire Services
Johnson City	TN	Comprehensive Analysis of Fire Services
Johnson City	TN	Comprehensive Analysis of Police Services
Smyrna	TN	Comprehensive Analysis of Police Services
Smyrna	TN	Comprehensive Analysis of Fire Services
Addison	TX	Comprehensive Analysis of Fire Services
Addison	TX	Comprehensive Analysis of Police Services
Baytown	TX	EMS Study
Belton	TX	Comprehensive Analysis of Police Services
Belton	TX	Comprehensive Analysis of Fire Services
Belton	TX	Police Chief Selection
Belton	TX	Fire Chief Selection



Buda	TX	Comprehensive Analysis of Police Services
Cedar Park	TX	Comprehensive Analysis of Police Services
Conroe	TX	Fire Services Analysis and Standard of Response
Frisco	TX	Comprehensive Analysis of Fire Services
Highland Village	TX	Fire Review
Hutto	TX	Comprehensive Analysis of Fire Services
Lucas	TX	Fire and EMS Analysis
New Braunfels	TX	Fire Study
New Braunfels	TX	Police Study
Prosper	TX	Comprehensive Analysis of Police Services
Round Rock	TX	Comprehensive Analysis of Fire Services
Sugarland	TX	Fire Department Overtime Analysis
Sugarland	TX	Comprehensive Analysis of Fire Services
Victoria	TX	Comprehensive Analysis of Police Services
Washington City	UT	Comprehensive Public Safety Analysis
Hampton	VA	Police Chief Selection
Leesburg	VA	Comprehensive Analysis of Sheriff Services
Leesburg	VA	Comprehensive Analysis of Fire Services
Bonney Lake	WA	Comprehensive Analysis of Police Services
Lacey	WA	Comprehensive Analysis of Fire Services
Snoqualmie	WA	Police Workload & Deployment Analysis
Spokane Valley	WA	Comprehensive Analysis of Police Services
Vancouver	WA	Comprehensive Analysis of Police Services
Vancouver	WA	Police Chief Selection
Menomonie	WI	Sheriff Office Study
Wauwatosa	WI	Comprehensive Analysis of Fire Services
Wauwatosa	WI	Comprehensive Analysis of Police Services
Jackson	WY	Police Consolidation Review
Laramie	WY	Comprehensive Analysis of Police Services
Jackson	WY	Police Consolidation Review



City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, April 11, 2017

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 17-142 Approve the Agenda for the Regular meeting of April 11, 2017, as presented or with amendments.

Attachments: 04-11-17.pdf

MINUTES:

II.2(a) 17-145 Approve the Minutes of the Regular meeting of March 14, 2017, as written or with amendments.

Attachments: 03-14-17 Minutes.pdf

Exhibit A-Walmart Development Order.pdf

III. AWARDS AND PRESENTATIONS:

III.1 17-146 Proclamation recognizing the month of April, 2017 as "Florida Water Professionals Month". (Utilities Director)

Attachments: Florida Water Professionals Month Proclamation.pdf

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 17-131 Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services utilizing the City of Clermont Contract No. 2011-40 effective July 11, 2016 through July 11, 2017; To Authorize a Budgeted Expenditure for these Services not to Exceed $214,175. (Utilities Director)

Attachments:
- City of Clermont - Danus 3rd Renewal 6-2016.pdf
- City of Clermont Danus Contract.pdf
- RE Authorization Letter for City of Cocoa.msg
- Quote No. 012217-2R LS 2.pdf
- Quote No. 021317-1R LS 7.pdf
- Quote No. 021317-2R LS 37.pdf
- Quote No. 021317-3R LS 39.pdf
- Quote No. 021317-4R LS 41.pdf
- Quote No. 021317-5R LS 43.pdf
- Quote No. 021317-6R LS 49.pdf
- Quote No. 062316-3R LS 31.pdf
- Quote No. 062316-5R LS 47.pdf
- Budget Resolution 2017.docx
- BAF-UT Repairs & Maintenance (4-11-17) Agenda 17-131.pdf

V.2 17-132 Approve the First Two-Year Renewal Under Contract B-14-07-COC, with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services. (Utilities Director)

Attachments:
- B-14-07-COC Executed Agreement.pdf
- ACE Contract Part 1 of 3
- B-14-07-COC 2016 Contract Modifications.pdf

V.3 17-133 Approve a Budget Resolution adjusting the FY17 budget to transfer funds from the Police Department back to the Community Services Department. (Community Services Director)

Attachments:
- Resolution No. 2017-31
- BAF-CS- Police Code Enforcement (04-11-17)~ Agenda 17-133.pdf

V.4 17-141 Award Bid #B-17-06-COC, Riverfront Park Border Tile Paver Repairs (PW11RB), to C & D Construction, Inc. of Cocoa, FL, in the amount of $99,000, for the repair of the Riverfront Park ribbon curbing and concrete steps; Approve a resolution authorizing the City Manager to approve change orders not to exceed $2,000. (Public Works Director)

Attachments: B-17-06-COC Bid Tab
C&D Construction VE price
Riverfront Park Tile Pavers (Section 500 Agreement)
Resolution No. 2017-32

V.5 17-148 Approve Resolutions requesting the Florida Department of Transportation (FDOT) to convey two parcels of land adjacent to US #1 to the City of Cocoa to be used for “Public Purpose”. (Public Works Director)

Attachments: Resolution No. 2017-26 Authorizing Purchase FDOT 111 Part.pdf
Resolution No. 2017-27 Authorizing Purchase FDOT 119 Part.pdf

V.6 17-149 Authorize a Purchase Order to Vericon Construction Company for construction of SR520 Interim Safety Improvements (Project PW1505) as a Sole Source Purchase in the amount of $93,881; Approve a Resolution authorizing Change Orders in an amount not to exceed $5,000. (Public Works Director)

Attachments: 17-191 Estimate Control Log 3-20-17
Resolution No. 2017-38.docx
Sole Source Justification Form.pdf
Sole Source Resoltuion No. 2017-39.pdf

VI. PUBLIC HEARINGS:

VI.1 17-147 Ordinance No. 05-2017/ 2nd and Final Reading: Amending the Zoning Map designation of 5 parcels totaling 11.54 acres, more or less, from C-N (Neighborhood Commercial) to C-G (General Commercial) and 9 parcels totaling 15.32 acres, more or less, from C-R (Restricted Commercial) to C-G (General Commercial). (Community Services Director)

Attachments: 05-2017 Rezoning - Clearlake Michigan #1.pdf
Legal Descriptions (Exhibit A).pdf
Location Map.pdf
Property Owner Notification Letter.pdf
Abutter Letter.pdf

VII. COUNCIL BUSINESS:

VIII. CITY BUSINESS:

VIII.1 17-135 Authorize a Purchase Order to be issued to Maxwell Contracting Inc. in the amount of $80,945.00 for the construction of a sidewalk, ADA compliant curb ramps, gravity wall, curbing and pedestrian signal upgrades on Peachtree Street at U.S.1 as part of the East Peachtree Street Water Main Improvement Project (Utility Project No. WS1505) as it relates to the Peachtree Street Complete Streets concept. (Public Works Director)

Attachments:
- E Peachtree Quote-Public Works-Maxwell Contracting Inc.
- Resolution No. 2017-33
- BAF-PW-3510-PWO8PT (04-11-17)~ Agenda 17-135.pdf
- Task Order Form 2017-16 (signed).pdf
- Agenda of 10-11-16; File ID #16-443.pdf

VIII.2 17-143 Approve Task Order 2017-18 with Jobear Contracting, Inc. for the Schoolhouse Street Water Main Replacement, Project No. WS17SS; To Approve a Resolution Amending the Fiscal FY2017 Budget; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an amount not to exceed $22,995 (10% Contingency). (Utilities Director)

Attachments:
- TO-UT-JoBear Contracting, Inc. 2017-18 (3-28-18) $229,955
- T.O. 2017-18 Schoolhouse Street WM Replacement Proposal
- Resolution No. 2017-34
- BAF-UT-Project WS17SS (4-11-17)~Agenda 17-143.pdf
- Contingency Resolution No. 17-143.pdf

VIII.3 17-151 Approve a Resolution and contract by use of sole source with the ICMA Center for Public Safety Management to conduct an analysis of law enforcement services for the Cocoa Police Department; Approve a Resolution adjusting FY2017 Budget using General Fund Contingency; and Authorize the City Manager to execute the contract subject to the City Attorney and City Manager finalizing the terms and conditions of the contract with CPSM. (City Manager)

Attachments:
- Cocoa Police Study Proposal 7 MAR 17
- CPSM CONTRACT DOCUMENT CITY 31 JAN 17
- Sole Source with Memo.pdf
- Resolution No. 2017-36.docx
- BAF-GO-1600 Law Enforcement Analysis (4-11-17) Agenda 17-151.pdf
- Sole Source Resolution No. 2017-37 ICMA-CPSM.pdf

MULTI-YEAR CONTRACTS:

VIII.4 17-134 Authorize the City Manager to execute a Multi-Year Florida Department of Transportation Traffic Signal Maintenance and Operation Order Approval Number 70-C-22 which amends the Traffic Signal Maintenance and Compensation Agreement Contract Number ARX39 for the installation of traffic signal equipment at two locations on SR 524. (Public Works Director)

Attachments: Traffic Signal Maintenance & Operation Order Approval No. 70-C-22

FDOT Traffic Signals Exhibit A

IX. INFORMATIONAL AGENDA:

IX.1 17-144 Cocoa Police Department District Event Statistics for January and February, 2017. (Chief of Police)

Attachments: Jan 2017 Council Report by District

Frb 2017 Council Report by District

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

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

Legislation Details (With Text)

File #:	17-142	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	3/27/2017			**In control:**	City Council
On agenda:	4/11/2017			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of April 11, 2017, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-11-17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 27, 2017
Agenda Date: April 11, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of April 11, 2017, 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 April 11, 2017, as presented or with amendments.

Legislation Details (With Text)

File #:	17-151	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	3/31/2017			**In control:**	City Council
On agenda:	4/11/2017			**Final action:**	
Title:	Approve a Resolution and contract by use of sole source with the ICMA Center for Public Safety Management to conduct an analysis of law enforcement services for the Cocoa Police Department; Approve a Resolution adjusting FY2017 Budget using General Fund Contingency; and Authorize the City Manager to execute the contract subject to the City Attorney and City Manager finalizing the terms and conditions of the contract with CPSM. (City Manager)				
Sponsors:	Office of the City Manager				
Indexes:					
Code sections:					
Attachments:	Cocoa Police Study Proposal 7 MAR 17 CPSM CONTRACT DOCUMENT CITY 31 JAN 17 Sole Source with Memo.pdf Resolution No. 2017-36.docx BAF-GO-1600 Law Enforcement Analysis (4-11-17) Agenda 17-151.pdf Sole Source Resolution No. 2017-37 ICMA-CPSM.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 31, 2017
Agenda Date: April 11, 2017
Prepared By: John A. Titkanich, Jr., AICP, ICMA-CM
Through: N/A
Requested Action:
Approve a Resolution and contract by use of sole source with the ICMA Center for Public Safety Management to conduct an analysis of law enforcement services for the Cocoa Police Department; approve a Resolution adjusting FY2017 Budget using General Fund Contingency; and authorize the City Manager to execute the contract subject to the City Attorney and City Manager finalizing the terms and conditions of the contract with CPSM.

BACKGROUND:

The City of Cocoa 2016-2021 Strategic Plan (adopted May 2016), “Crime was identified the most pressing single issue impacting the quality of life for Cocoa citizens.” Toward that end the Crime Awareness and Prevention Committee two primary goals: 1) Reducing crime within the City of Cocoa by 50% based on UCR reporting by the year 2020, and 2) [Addressing] long term social issues contributing to crime within the City of Cocoa through community policing. With each goal, several objectives and strategies were identified.

In September 2014, the Mayor hosted the first Mayor's Crime Awareness and Prevention Summit and in September 2016, the Mayor hosted a Community Summit focused on engaging citizen and creating a safer community.

While the City of Cocoa has been experiencing historically lower crime rates dating back to the initial reporting of UCR statistics, two years ago the City experienced a slight increase and this past year crime reporting data submitted to FDLE indicates an overall decrease in 2016. While this is positive, the City still experiences a crime rate, in many categories, double of that compared to county, state and national crime rates. Comparing UCR crime statistics against other jurisdictions, according to the FBI, is not advisable and should not be a measure of a community's success in addressing the issues of crime. Notwithstanding, the City of Cocoa is committed to, as was the theme for the Mayor's Community Summit, engaging it citizens and creating a safer community.

Our Police Department under the leadership of Chief Cantaloupe has reorganized the department, restructured shifts and staffing based on calls for service, implemented various programs and initiatives, and diligently worked to increase the department interaction and collaboration with the community.

The Center for Public Safety Management, LLC is the exclusive provider of public safety technical assistance for the International City/County Management Association. They provide a wide array of analysis that is unique and more comprehensive than ordinary accreditation agencies. They are uniquely staffed with subject matter experts of a variety of disciplines that have served as senior public safety executives as well as former chief administrators for local governments. Supplementing the hundreds of years of practical experience, their assessment project teams are highly educated in the areas of public administration and program research and analysis.

To augment our existing community conversations and City Council direction, I am recommending retaining CPSM to conduct a comprehensive analysis of the Cocoa Police Department. The expected outcomes is to provide the City and independent, thorough, and unbiased analysis of the department, which includes:

1. A data-driven forensic analysis to identify actual workload.
2. The identification and recommended appropriate staffing and deployment levels from every discrete operational and support function in the department.
3. A review and examination of the department's organizational structure and culture.
4. The performance of a gap analysis comparing the "as-is" state of the department to the best practices of industry standards.
5. A recommended management framework to ensure accountability, increased efficiency, and improved performance.

In the past four years, the City has increased staffing through unfreezing and filling sworn and non-sworn (dispatchers) positions, created and hired new positions to support the department and community (Crime Analyst and Victims Advocate) as well as made substantial investment in terms of equipment and technology to provide the department the necessary resources to accomplish the core mission of every police agency, to protect and serve the community.

While much progress has been made, there is still much to be accomplished. It is critical to the City of Cocoa as it continues to grow and seek to attract new residents and businesses they are assured

that the City holds the safety of their persons and property in high regard. This operational analysis will better inform and position City Council, City administration and Police Department leadership to continue its commitment to reducing and preventing crime. Combined with the City's Strategic Plan, this analysis will provide a roadmap to achieve the aspirational goals the community and City Council have set.

I am requesting this operational analysis be conducted and funded through a transfer from the General Fund Contingency account, in an amount of $62,000, to the General Fund Professional Services account. While the attached proposal provides a 10% discount due to my membership with ICMA, it is exclusive of travel costs and an in-person presentation of findings by CPSM staff. I believe both City Council and administration will benefit from an in-person presentation of the findings. Thus, there will be $6,200 available to cover these costs. It should also be noted that travel expenses are billed as incurred at actual cost with no overhead or administrative fees.

STRATEGIC PLAN CONNECTION:

Crime, Goal 1, Objective 1.1: As identified above, crime was identified as the most pressing single issue impacting the quality of life for Cocoa citizens. An independent analysis of our department operations and resource allocation is consistent with the City's strategic plan.

BUDGETARY IMPACT:

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

FROM	
Amount Requested	($62,000)
Account Number	001-1600-513.39-00
Account Name	General Fund Contingency

TO	
Amount Requested	$62,000
Account Number	001-1600-513.31-00
Account Name	General Fund Professional Services

PREVIOUS ACTION:

None related to this specific request outside of the adoption of the 2016-2021 Strategic Plan identify crime as a strategic issue.

RECOMMENDED MOTION:

Approve a Resolution and contract by use of sole source with the ICMA Center for Public Safety Management to conduct an analysis of law enforcement services for the Cocoa Police Department; approve a Resolution adjusting FY2017 Budget using General Fund Contingency; and authorize the

City Manager to execute the contract subject to the City Attorney and City Manager finalizing the terms and conditions of the contract with CPSM.

CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC

PROPOSAL FOR

COMPREHENSIVE ANALYSIS OF LAW ENFORCEMENT SERVICES

COCOA, FLORIDA



CPSM®

CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC
475 K STREET NW STE 702 • WASHINGTON, DC 20001
WWW.CPSM.US • 800-998-3392

ICMA

Exclusive Provider of Public Safety Technical Services for
International City/County Management Association

CPSM®
Center for Public Safety Management, LLC

March 7, 2017

John A. Titkanich, Jr.
City Manager
65 Stone St.
Cocoa, FL 32922

Dear Mr. Titkanich:

The *Center for Public Safety Management, LLC, (CPSM)* as the exclusive provider of public safety technical assistance for the International City/County Management Association, is pleased to submit this proposal for an analysis of law enforcement services for Cocoa. The CPSM approach is unique and more comprehensive than ordinary accreditation or competitor studies.

In general, our analysis involves the following major outcomes:

- Conduct a data-driven forensic analysis to identify actual workload;
- Identify and recommend appropriate staffing and deployment levels for every discrete operational and support function in the department.
- Examine the department's organizational structure and culture;
- Perform gap analysis, comparing the "as is" state of the department to the best practices of industry standards;
- Recommend a management framework to ensure accountability, increased efficiency, and improved performance;

This proposal is specifically designed to provide the local government with a thorough and unbiased analysis of emergency services in your community. We have developed a unique approach by combining the experience of dozens of subject matter experts in the areas of emergency services. The team assigned to the project will have hundreds of years of practical experience managing emergency service agencies, a record of research, academic, teaching and training, and professional publications, and extensive consulting experience completing hundreds of projects nation-wide. The team assembled for you will be true "subject matter experts" not research assistants or interns.

ICMA has provided direct services to local governments worldwide for almost 100 years, which has helped to improve the quality of life for millions of residents in the United States and abroad. I, along with my colleagues at CPSM, greatly appreciate this opportunity and would be pleased to address any comments you may have. You may contact me at 716.969.1360 or via email at lmatarese@cpsm.us.

Sincerely,



Leonard A. Matarese, ICMA-CM, IPMA-HR
Director, Research, and Project Development
Center for Public Safety Management. LLC

THE ASSOCIATION & THE COMPANY

International City/County Management Association (ICMA)

The International City/County Management Association (ICMA) is a 103-year-old, non-profit professional association of local government administrators and managers, with approximately 9,000 members located in 32 countries.

Since its inception in 1914, ICMA has been dedicated to assisting local governments in providing services to its citizens in an efficient and effective manner. Our work spans all the activities of local government – parks, libraries, recreation, public works, economic development, code enforcement, Brownfield's, public safety, etc.

ICMA advances the knowledge of local government best practices across a wide range of platforms including publications, research, training, and technical assistance. Our work includes both domestic and international activities in partnership with local, state and federal governments as well as private foundations. For example, it is involved in a major library research project funded by the Bill and Melinda Gates Foundation and is providing community policing training in Panama working with the U.S. State Department. It has personnel in Afghanistan assisting with building wastewater treatment plants and has teams in Central America providing training in disaster relief working with SOUTHCOM.

The **ICMA *Center for Public Safety Management* (ICMA/CPSM)** was one of four Centers within the Information and Assistance Division of ICMA providing support to local governments in the areas of police, fire, EMS, Emergency Management, and Homeland Security. In addition to providing technical assistance in these areas we also represent local governments at the federal level and are involved in numerous projects with the Department of Justice and the Department of Homeland Security. In each of these Centers, ICMA has selected to collaborate with nationally recognized individuals or companies to provide services that ICMA has previously provided directly. Doing so will provide a higher level of services, greater flexibility, and reduced costs in meeting member's needs as ICMA will be expanding the services that ICMA can offer to local government is expanding. For example, The Center for Productivity Management (CPM) is now working exclusively with SAS, one of the world's leaders in data management and analysis. And the Center for Strategic Management (CSM) is now partnering with nationally recognized experts and academics in local government management and finance.

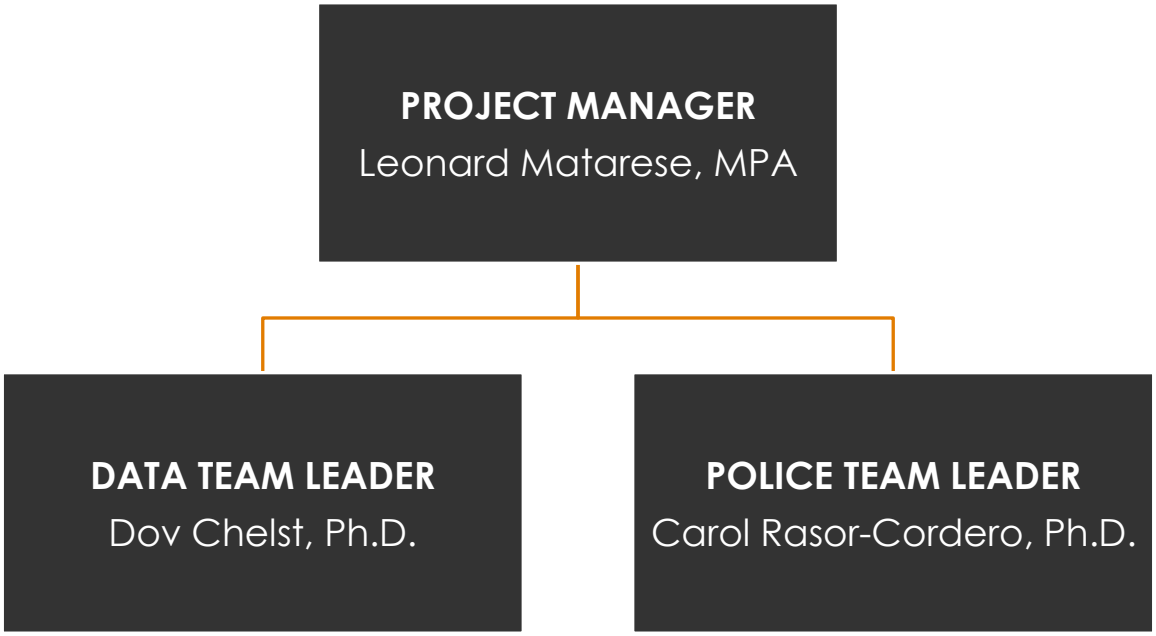
Center for Public Safety Management, LLC (CPSM) is now the exclusive provider of public safety technical assistance for ICMA and provides training and research for the Association's members and represents ICMA in its dealings with the federal government and other public safety professional associations such as CALEA and CPSE. The Center for Public Safety Management, LLC maintains the same team of individuals performing the same level of service that it has for the past seven years for ICMA.

CPSM's local government technical assistance experience includes workload and deployment analysis, using our unique methodology and subject matter experts to examine department organizational structure and culture, identify workload and staffing needs as well as industry best practices. We have conducted over 221 such studies in 36 states and 185 communities ranging in size from 8,000 population Boone, IA to 800,000 population Indianapolis, IN.

PROJECT STAFFING

For this project CPSM will assemble a premier team of experts from a variety of disciplines and from across the United States. The goal is to develop recommendations that will enable it to produce the outcomes necessary to provide critical emergency services consistent with the community's financial capabilities. The team will consist of a project team leader, two Operations Leaders and several senior public safety Subject Matter Experts selected from our team specifically to meet the needs of the municipality.

The management organizational chart for the project includes the following Key Team Members



PROJECT MANAGER

LEONARD A. MATARESE, MPA, ICMA-CM, IPMA-CP

Director of Research and Project Development, Center for Public Safety Management

BACKGROUND

Mr. Matarese is a specialist in public sector administration with particular expertise in public safety issues. He has 44 years' experience as a law enforcement officer, police chief, public safety director, city manager and major city Human Resources Commissioner. He was one of the original advisory board members and trainer for the first NIJ/ICMA Community Oriented Policing Project which has subsequently trained thousands of municipal practitioners on the techniques of the community policing philosophy over the past 18 years. He has managed several hundred studies of emergency services agencies with attention to matching staffing issues with calls for service workload.

Recognized as an innovator by his law enforcement colleagues he served as the Chairman of the SE Quadrant, Florida, Blue Lighting Strike Force, a 71agency, U.S. Customs Service anti-terrorist and narcotics task force and as president of the Miami-Dade County Police Chief's Association – one of America's largest regional police associations. He represents ICMA on national projects involving the United States Department of Homeland Security, The Department of Justice, Office of Community Policing and the Department of Justice, Office Bureau of Justice Assistance. He has also served as a project reviewer for the National Institute of Justice and is the subject matter expert on several ICMA / USAID police projects in Central America. As a public safety director, he has managed fire / EMS systems including ALS transport. He was an early proponent of public access and police response with AEDs.

Mr. Matarese has presented before most major public administration organizations annual conferences on numerous occasions and was a keynote speaker at the 2011 annual PERF conference. He was a plenary speaker at the 2011 TAMSEC Homeland security conference in Linköping, Sweden and at the 2010 UN Habitat PPUD Conference in Barcelona, Spain.

He has a Master's degree in Public Administration and a Bachelor's degree in Political Science. He is a member of two national honor societies and has served as an adjunct faculty member for several universities. He holds the ICMA Credentialed Manager designation, as well as Certified Professional designation from the International Public Management Association-Human Resources. He also has extensive experience in labor management issues, particularly in police and fire departments. Mr. Matarese is a life member of the International Association of Chiefs of Police and the ICMA.

DATA ASSESSMENT TEAM

DOV CHELST, PH.D.

Director of Quantitative Analysis

BACKGROUND

Dr. Chelst is an expert in analyzing public safety department's workload and deployment. He manages the analysis of all public safety data for the Center. He is involved in all phases of The Center's studies from initial data collection, on-site review, large-scale dataset processing, statistical analysis, and designing data reports. To date, he has managed over 140 data analysis projects for city and county agencies ranging in population size from 8,000 to 800,000.

Dr. Chelst has a Ph.D. Mathematics from Rutgers University and a B.A. Magna Cum Laude in Mathematics and Physics from Yeshiva University. He has taught mathematics, physics, and statistics, at the university level for 9 years. He has conducted research in complex analysis, mathematical physics, and wireless communication networks and has presented his academic research at local, national, and international conferences, and participated in workshops across the country.

SENIOR PUBLIC SAFETY SUBJECT MATTER EXPERT

DAVID MARTIN, PH.D.

Senior Researcher in the Center for Urban Studies, Wayne State University

BACKGROUND

Dr. David Martin is Director of the Center for Urban Studies' Urban Safety Unit. He specializes in criminal justice research and program evaluation. He has had a close working relationship with the Detroit Police Department since 1993 and is currently working with Wayne State's police department on Midtown COMPSTAT, a collaborative policing and crime prevention initiative. He has developed real-time crime mapping and analysis tools to track crime, arrests and offender recidivism in Detroit and other communities. Dr. Martin has also conducted evaluations of innovative policing projects, including evaluations of Detroit Empowerment Zone Community Policing Initiative and federally-supported Weed and Seed Initiatives in the City of Detroit, City of Inkster and City of Highland Park, Michigan. He has also conducted several recidivism studies that examine the impact of offender rehabilitation programs in Wayne County.

SENIOR PUBLIC SAFETY DATA ANALYST

PRISCILA MONACHESI, M.S., B.A.

BACKGROUND

Priscila Monachesi is a Senior Data Analyst with CPSM and has worked on over 40 data analysis projects for city and county public safety agencies. She has over ten years' experience as a Project Leader/Senior System Analyst in auto manufacturing and financial systems.

She has a M.S in Statistics from Montclair State University, a B.A. in Economics from Montclair State University, and a Technical Degree in Data Processing from Pontifícia Universidade Católica in Brazil.

SENIOR PUBLIC SAFETY DATA ANALYST

SARAH WEADON, B.A.

BACKGROUND

Sarah Weadon has over 15 years' experience consulting with local, state, and federal government agencies in the areas of data and geospatial analysis, database and application development, and project management. She has worked with over 40 public safety agencies across the U.S. and Canada, providing data and geospatial analysis of response times, call trends, and station locations. Her skill in understanding the results of the analyses in the broader context of each client's budget, political, and overall reality, supports the development of practical, actionable recommendations. Ms. Weadon holds a Bachelor's degree in Classical Languages.

PUBLIC SAFETY DATA ANALYST

SHAN ZHOU, PH.D.

BACKGROUND

Dr. Shan Zhou specializes in the analysis of police data. Shan brings extensive experience in scientific and clinical data analysis. Prior to CPSM, she worked as an associate scientist at Yale School of Medicine. Shan has a MS in Business Analytics and Project Management from University of Connecticut and a PhD in Cell biology, Genetics, and Development from University of Minnesota.

PUBLIC SAFETY DATA ANALYST

RYAN JOHNSON, B.A.

BACKGROUND

Ryan Johnson is a new addition to the CPSM data analyst team, specializing in the analysis of fire data. He has helped complete fire analysis projects for several cities and has handled ad hoc requests for modeling optimum staffing levels for police departments. Ryan brings experience in financial data analysis from the telecom expense industry, where he was the lead analyst for four clients; 3 fortune 500 companies and the Top Architectural Engineering Firm in the country. He also brings experience in spatial analytics from his time with Homeland Security. Ryan has a B.S. in Economics from Georgia State University and he is completing his M.A. in Economics from Rutgers University.

OPERATIONS ASSESSMENT TEAM – POLICE UNIT

SENIOR ASSOCIATE – TEAM LEADER

CAPTAIN CAROL E. RASOR-CORDERO, PH.D. (RET).

Retired Captain, Pinellas County, Florida Sheriff's Office, Associate Professor Public Safety Administration, St. Petersburg College

BACKGROUND

Dr. Rasor-Cordero is a retired Captain from the Pinellas County Sheriff's Office in Florida. During her 25-year career in law enforcement, she served in various divisions to include: Patrol Operations, Crimes Against Children, Economic Crimes, Training, Community Services, and Court Security. While serving as the Commander of the Community Services Division, she established the Domestic Violence Unit, the Sexual Predator and Offender Unit, and the Citizen's Community Policing Institute. She served as the agency's training advisor and played a significant role in transforming the Pinellas County Police Academy from a vocational program to a progressive program that offers college credit at St. Petersburg College. She served as team leader for the agency's Hostage Negotiation Team and implemented the agency's Critical Incident Stress Management Team.

Dr. Rasor - Cordero has conducted research examining the relationship between personality preferences of executive level and mid-level law enforcement/corrections leaders and exemplary leadership practices. She has an extensive background as an educator and trainer. As a program director for St. Petersburg College, Carol established the first and only academic on-line gang-related investigations track in the nation. She developed the course Evolving Leaders in a Changing World for the Southeastern Public Safety Leadership Institute at St. Petersburg College which is a six-part series and approved for college credit. She designed a three-part series for implementing, managing, and evaluating community policing for the Florida Regional Community Policing Institute and delivered the training throughout Florida to mid-level and executive level leaders. Carol has developed and delivered training in the high liability areas of firearms, defensive tactics and driving. She has served as an evaluator for the project "An Evaluation of the National Justice Based After School Pilot Program" for the Office of Community Oriented Policing Services and a consultant for the Bureau of Justice Assistance evaluating the training needs of the Atlanta Police Department's Narcotics Unit. She has authored articles and presented at numerous conferences.

Dr. Rasor - Cordero is currently an associate professor for the College of Public Safety Administration, St. Petersburg College. She holds a Ph.D. in Education, Master, and Bachelor Degrees in Criminal Justice from the University of South Florida. She is a graduate of the Police Executive Research Forum Senior Management Institute for Police.

SENIOR ASSOCIATE

CHIEF JAMES GABBARD, BA (RET)

Retired Chief of Police, and City Manager Vero Beach, former Captain of Detectives, West Palm Beach, Past President Florida Police Chiefs Association.

BACKGROUND

James M. Gabbard retired as the City Manager of Vero Beach, Florida, Prior to his appointment as City Manager in 2005 he completed 37 years of law enforcement service in a series of increasingly responsible positions. Mr. Gabbard formerly served as the Police Chief of the Vero Beach Police Department for 20 years. During his tenure as chief he served as interim city manager on several occasions. Prior to his service with Vero Beach he was a member of the West Palm Beach Police Department, serving in all divisions of the Department and in many assignments including Detective Lieutenant of Homicide. Upon his promotion to Captain he was placed in command of organized crime and organized drug crime investigations. He retired from West Palm Beach in 1986 to accept the chief's position in Vero Beach.

Mr. Gabbard has received numerous professional recognitions and was elected President of the Florida Police Chiefs Association, one of the largest organizations of senior police managers in the United States. He was cited for bravery by Governor Jeb Bush before a joint session of the Florida Legislature for his actions during several hurricanes which stuck Vero Beach.

SENIOR ASSOCIATE

INSPECTOR JAMES E. MCCABE, (RET.) PH.D., M. PHIL., M.A., B.A.

Professor of Criminal Justice, Sacred Heart University, Retired NYPD Inspector

BACKGROUND

Dr. McCabe retired as an Inspector with the New York City Police Department after 20 years of service. As Inspector, his assignments included Commanding Officer of the NYPD Office of Labor Relations and Commanding Officer of the Training Bureau. As a Deputy Inspector, he was the Commanding Officer of the Police Academy with direct supervision of over 750 staff officers and 2,000 recruits. As Executive Officer, Police Commissioner's Office. His field experience includes, Commanding Officer, 110th Precinct, Executive Officer, 113th Precinct, assignment to the Operations Division/Office of Emergency Management and uniform patrol as on officer and Sergeant in Manhattan. He has published extensively and presented to numerous conference including Academy of Criminal Justice Sciences:

He holds a Ph.D. and M. Phil, in Criminal Justice, from CUNY Graduate Center, an M.A. in Criminal Justice, from John Jay College, an M.A. in Labor and Policy Studies, SUNY Empire State College, and B.A. in Psychology, CUNY Queens College, June, 1989. He is a graduate of the Executive Management Program, Harvard University's John F. Kennedy School of Government, and the FBI National Academy.

SENIOR ASSOCIATE

DEPUTY CHIEF WAYNE HILTZ (RET)

Former Interim Chief of Police at Pasadena and Irwindale Police Departments

BACKGROUND

Wayne has 33 years of experience in municipal law enforcement. This includes a broad range of experience in nearly every facet of policing from patrol, gang enforcement, and undercover narcotics to internal affairs investigations and community relations. The last 13 years were spent at command and executive levels. In his capacity as Deputy Police Chief, he served as the chief operating officer of the Pasadena Police Department, responsible for all day to day operations including internal audits and inspections. As well, he was responsible for operations related to the Tournament of Roses Parade and Rose Bowl events to include World Cup Soccer and BCS Championship games. For a period of nearly two years, he served in the capacity of Interim Chief of Police at both the Pasadena and Irwindale Police Departments.

He has extensive experience in managing budgets, and has served as a budget instructor for the California Commission on Peace Officer Standards and Training. The Los Angeles County Police Chiefs Association selected him to represent the 45 member agencies in negotiations for Homeland Security Grants for a three-year period. He also served as President of the San Gabriel Peace Officers Association. He has served on the boards of community based organizations with focus on addressing homeless issues, substance abuse, and juvenile violence. Wayne holds a Bachelor of Science degree in Police Science and Administration from California State University at Los Angeles. Executive training includes the FBI Southwest Command College and the Senior Management Institute for Police.

SENIOR ASSOCIATE

PROFESSOR PAUL E. O'CONNELL, PH.D., J.D.

Chair of Criminal Justice Department, Iona College, New Rochelle, New York, former NYPD Training Officer.

BACKGROUND

Dr. O'Connell is a leading expert on the application of Compstat model Police Management principles to public administration organizations. He has been a full-time member of the Criminal Justice faculty at Iona College in New Rochelle since 1994. He received his Ph.D. from CUNY where his doctoral thesis was the history and development of the Compstat model of Police Management. Dr. O'Connell began his professional career in criminal justice in 1981, serving the New York City Police Department first as a police officer, and then as a Police Academy instructor, in-service trainer, and curriculum developer. After receiving an MPA in 1984 and J.D. in 1989, he worked as a trial attorney with the firm of Cummings & Lockwood in Stamford, CT. Presently, he is the chair of Iona College's Criminal Justice department, where he also conducts funded research, publishes scholarly papers and lectures widely on the topics of police performance measurement, integrity management and law enforcement training systems.

Dr. O'Connell has provided consulting services to a variety of government agencies, including assessment of existing policing policies and practices and development of proactive management strategies. Over the years, he has collaborated with the Center for Technology in Government (Albany, NY), Giuliani Partners (New York, NY) and the Center for Society, Law, and Justice (University of New Orleans). Dr. O'Connell recently was awarded a Fulbright Grant working with the Turkish National Police.

SENIOR ASSOCIATE

CHIEF MARILYN DIAZ (RET.), B.S., M.S.

Retired Chief of Police, Sierra Madre, and Retired Commander, Pasadena, California Police Department.

BACKGROUND

In 1974 Marilyn Diaz began her career when she was hired as the first woman to be directly assigned as a patrol officer in the Pasadena Police Department. She promoted through the ranks, and in 2006 Marilyn retired as a Commander, where she led the Administrative Services and Field Operations Divisions.

In March of 2006 Marilyn was appointed as Sierra Madre's Chief of Police. Chief Diaz was the first woman in Los Angeles County to become chief of a municipal police department. Marilyn retired from the Sierra Madre Police Department in December 2011.

Ms. Diaz has a Master's degree in Education from the University of Southern California, and earned her Bachelor's degree in Police Science at California State University, Los Angeles.

Marilyn Diaz has served on the boards of Women at Work, Boy Scouts of America, Pacific Clinics, and the Caltech Women's Club. Marilyn also serves as a docent for the Caltech Architectural Tour Service, and is on the Caltech Women's Club Board. Marilyn is President of the Rotary Club of Sierra Madre for 2013-2014. She also teaches Youth Protection at the Rotary District level.

ASSOCIATE

CHIEF DEMOSTHENES M. LONG (RET.) ED.D. JD, MA

Former Assistant Chief of NYPD, Commanding Officer NYPD Police Academy, Former Deputy Commissioner / Undersheriff Westchester County Public Safety Department

BACKGROUND

Chief Long has 30 years' law enforcement experience, including 21 years with The New York City Police Department where he retired as Assistant Chief. His assignments included Commanding Officer, School Safety Division, where he managed 4,600 police officers and school safety agents and administered an operating budget of $133 million. He served as Commanding Officer, Office of Deputy Commissioner Community Affairs where he was responsible for developing, implementing and assessing programs to strengthen police/community relations; Commanding Officer, Police Academy, responsible for providing entry-level, in-service, promotional and executive level training for 53,000 uniform and civilian members of the Department; Executive Officer, Office of the First Deputy Commissioner and Executive Officer, 47th Precinct and also assignment as Supervisor of Patrol for 17 Bronx Precincts, Transit Districts and Housing Police Service Areas.

After retiring from the NYPD, he was appointed as First Deputy Commissioner / Undersheriff for the Westchester County Department of Public Safety. Responsibilities include the administrative planning, organization, coordination, execution, and control of the fiscal, administrative, support and training functions of the 325 member police department.

He holds a Doctor of Education Degree in Executive Leadership from St. John Fisher College, a Juris Doctor Degree from New York Law School, and Master of Arts and Bachelor of Science degrees from John Jay College of Criminal Justice.

ASSOCIATE

CHIEF CRAIG JUNGINGER, BS, MPA

Chief of Police, Gresham, Oregon

BACKGROUND

Chief Junginger has 26 years' experience as a law enforcement professional. He has served as the Chief of the Gresham, Oregon Police since December 2008, a community of 110,000 population just to the east of Portland. He currently leads a department of 160 personnel both sworn and civilian with a budget of $29 million.

Chief Junginger began his career at the Bell-Cudahy Police department in 1979. He worked as a K-9 Officer, Detective, and Patrol Officer. In 1985 he transferred to the Huntington Beach Police Department where he remained until his retirement in November 2008. While at Huntington Beach, he was a Patrol Officer, Beach Detail Officer, Field Training Officer, SWAT Officer, Traffic Motor Officers, Community Policing Officer, and Narcotics Detective. In 1999 he promoted to Sergeant where he worked Patrol, Downtown Foot Beat, Support Services, Vice and Intelligence and Internal Affairs. He promoted to Lieutenant in 2003 and worked as the Community Policing Commander responsible for all major event planning, Watch Commander and as the Chief's Executive Officer. In 2007 he promoted to the rank of Captain and was assigned to Administrative Operations consisting of Communications, Budget, Personnel, and Property and Evidence.

He holds a Master's Degree from California State University, Long Beach, a Bachelor's Degree from University of La Verne and an Associate's Degree from Rio Hondo Community College.

He attended the FBI National Academy Class 224 in Quantico Virginia, California Post Command College, West Point Leadership Program, POST Executive Development Program and the POST Supervisory Leadership Institute. While in Command College he was published for his article "How will we train police recruits of the millennial generation in the year 2012."

He was awarded the Medal of Valor in 1989 for his encounter with an armed bank robber.

PROJECT SCHEDULE

Milestone 1 – Full execution of the agreement
Agreement will identify Project Launch date.

Milestone 2 – Project Launch
We will conduct an interactive telephone conference with local government contacts. Our project leads will launch the project by clarifying and confirming expectations, detailing study parameters, and commencing information gathering.

Milestone 3a – Information Gathering and Data Extraction – 30 Days
Immediately following project launch, the police operations lead will deliver an information request to the department. This is an extensive request which provides us with a detailed understanding of the department's operations. Our experience is that it typically takes an agency several weeks to accumulate and digitize the information. We will provide instructions concerning uploading materials to our website. When necessary, the lead will hold a telephone conference to discuss items contained in the request. The team lead will review this material prior to an on-site visit.

Milestone 3b – Data Extraction and Analysis – 14 Days
Also, immediately following the project launch the Data Lead will submit a preliminary data request, which will evaluate the quality of the Computer Aided Dispatch (CAD) system data. This will be followed by a comprehensive request for data from the CAD system to conduct the response and workload analysis. This request requires a concerted effort and focused response from your department to ensure the timely production of required for analysis. Delays in this process will likely extend the entire project and impact the delivery of final report. The data team will extract one year's worth of Calls for Service (CFS) from the CAD system. Once the Data Team is confident the data are accurate, they will certify that they have all the data necessary to complete the analysis.

Milestone 3c – Data Certification – 14 days

Milestone 4a – Data Analysis and Delivery of Draft Data Report – 30 days
Within thirty days of data certification, the analysis will be completed and a draft, unedited data report will be delivered to each of the departments for their review and comment. After the data draft report is delivered, an on-site visit by the operations team will be scheduled.

Milestone 4b – Departmental Review of Draft Data Report – 14 days
The department will have 10 days to review and comment on the draft unedited data analysis. During this time, our Data team will be available to discuss the draft report. The Department must specify all concerns with the draft report at one time.

Milestone 4c – Final Data Report – 10 days
After receipt of the department's comments, the data report will be finalized within 10 days.

Milestone 5 – Conduct On-Site Visit – 30 days
Subject matter experts will perform an on-site visit within 30 days of the delivery of the draft data report.

Milestone 6 – Draft Operations Report – 30 days
Within 30 days of the last on-site visit, the operations team will provide a draft operations report to each department. Again, the departments will have 10 days to review and comment.

Milestone 7 – Final Report 15 days
Once the Department's comments and concerns are received by CPSM the combined final report will be delivered to the city within 15 days.

TOTAL ELAPSED TIME: 105 – 135 days

THE CPSM APPROACH

The CPSM team developed a standardized approach to conducting analyses of police departments by combining the experience sets of dozens of subject matter experts.

We begin projects with a request for data, documents, and worksheets.

Next, we extract raw data on calls for service from an agency's computer aided dispatch system. The data are sorted and analyzed to identify performance indicators (i.e., response times, workload by time, multiple unit dispatching, etc.) for comparison to industry benchmarks. Performance indicators are valuable measures of agency efficiency and effectiveness. The findings are shown in tabular as well as graphic form and follow a standard format for presentation of the analyzed data. While the format will be similar from community to community, the data reported are unique to the specific agency.

CPSM also conducts an on-site operational review. Here the performance indicators serve as the basis for the operational reviews. Prior to any on-site arrival of an CPSM team, agencies are asked to compile several key operational documents (i.e., policies and procedures, assets lists, etc.). Most on-site reviews consist of interviews with management and supervisors, as well as rank and file officers; attendance at roll calls and ride-alongs with officers. We review case files with investigators and observe dispatch operations to assess compliance with the provided written documentation.

Because of on- site visits and data assessments, our subject matter experts produce a SWOT analysis (strengths, weaknesses, opportunities, and threats of the department). We have found that this standardized approach ensures that we measure and observe all of the critical components of agencies.

Additionally, this methodology can be integrated with ongoing support customized to the unique needs of your community. Strategic planning, risk assessment, and training services are also available to assist with the implementation of CPSM recommendations and developing new processes and programs that may arise as implementation evolves.

The following information describes the CPSM approach to studying, understanding, evaluating, and reporting on police departments around the country. Although no two police departments are the same, a standardized approach to department evaluation ensures a rigorous and methodological process that permits benchmarking, comparing, and assessing within the context of the best practices of American law enforcement. However, each locality has unique characteristics that present policing challenges. Integrating a standardized approach within the context of local variability permits an accurate assessment of the organization in its political environment, and further permits CPSM to offer recommendations that comport with the best practices in policing, yet tailor-made for the client community.

I. Benchmark the community

It is essential to understand the service levels, protection needs, community dynamics, and overall environment within which the police department operates. If necessary to do so, the CPSM study may involve interviews directed at stakeholders in the community which could include elected officials and employee labor representatives who would be contacted to solicit their opinions about the department, the public safety needs of their constituency, and the perceived gaps in service levels currently provided. CPSM may work with the agency to identify community members that can provide this important information. Additionally, the department will be compared to organizations of similar size with respect to crime, demographics, and cost-efficiency.

II. Patrol Operations

Police agencies routinely speak about "recommended officers per 1,000 population" or a "National Standard" for staffing or comparisons to other municipalities. There are no such standards, nor are there "recommended numbers of "officer per thousand". The International Association of Chiefs of Police (IACP) states; "Ready-made, universally applicable patrol staffing standards do not exist. Ratios, such as officers-per-thousand population, are totally inappropriate as a basis for staffing decisions."

Staffing decisions, particularly in patrol, must be made based upon actual workload and very few police agencies have the capability of conducting that analysis. Once an analysis of the actual workload is made, then a determination can be made as to the amount of discretionary patrol time that should exist, consistent with the local government's ability to fund.

CPSM's team of doctoral level experts in Operations Research in Public Safety have created in ***The CPSM Patrol Workload & Deployment Analysis System©*** the ability to produce detailed information on workload even in those agencies without sophisticated management information systems. Using the raw data extracted from the police department's CAD system our team converts calls for service into police services workload and then effectively graphs workload reflecting seasonally, weekday / weekend and time of day variables. Using this information, the police department can contrast actual workload with deployment and identify the amount of discretionary patrol time available (as well as time commitments to other police activities.

Police service workload differentiates from calls for service in that calls for service are a number reflecting the incidents recorded. Workload is a time measurement recording the actual amount of police time required to handle calls for service from inception to completion. Various types of police service calls require differing amounts of time (and thus affect staffing requirements). As such, call volume (number of calls) as a percentage of total number of calls could be significantly different than workload in a specific area as a percentage of total workload. The graph below demonstrates this difference in units.

CPSM has found that the most effective way to manage operations, including policing, is to make decisions based upon the interpretation and analysis of data and information.

To achieve this, a data analysis of police department workload, staffing and deployment will be conducted. By objectively looking at the availability of deployed hours and comparing those to the hours necessary to conduct operations, staffing expansion and/or reductions can be determined and projected. Additionally, the time necessary to conduct proactive police activities (such as team-led enforcement, directed patrol, community policing and selected traffic enforcement) will be reviewed to provide the city with a meaningful methodology to determine appropriate costing allocation models.

Workload vs. deployment analysis sample

This is one of the ways we show the amount of available, non-committed patrol time compared to workload. As you can see we break out the various activities, convert them to time and then compare to available manpower. The deployment is based upon actual hours worked.

So, in this example, at noon there are approximately 9 hours of work (including citizen initiated & officer initiated calls for services, including traffic) and administrative activities (meals, vehicle, reports, etc.). There are approximately 15 man hours of available resources meaning that at that hour, on average, of the 15 officers on duty 9 are busy on activities.

The area shown in green and brown is uncommitted time. This is the area where staffing decisions impact – it becomes a policy issue as to how much uncommitted time a city wants, and is willing to pay for.

Figure 7: Deployment and Main Workload, Weekdays, Summer

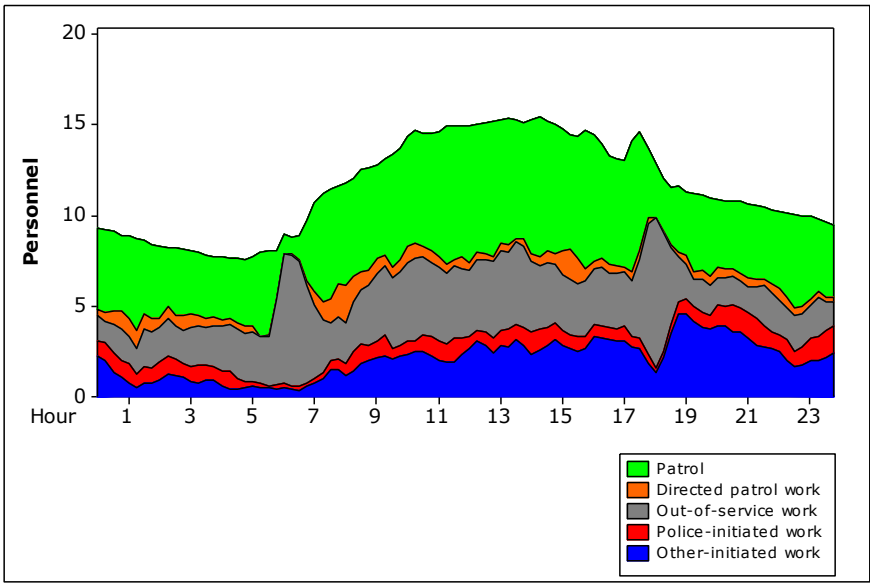
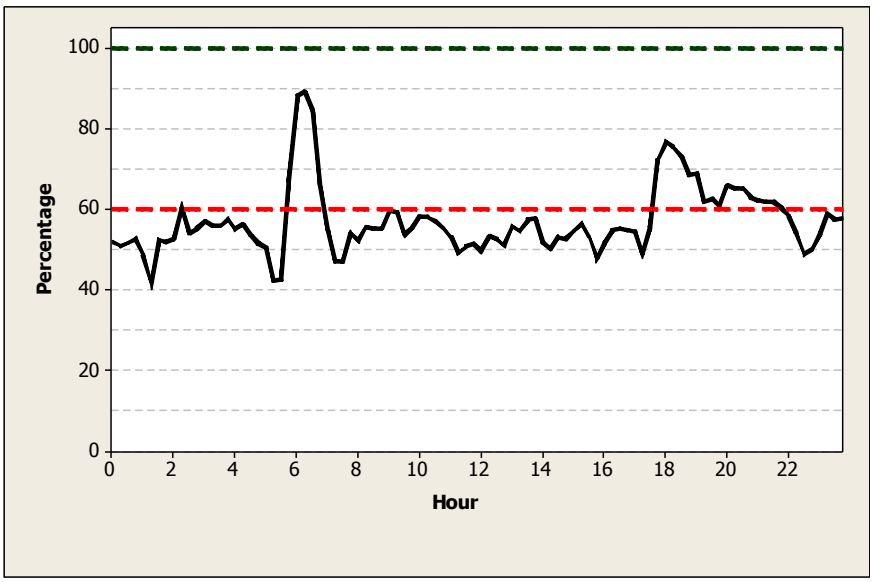


Figure 8: Workload Percentage by Hour, Weekdays, Summer



Workload vs. Deployment – Weekdays, Summer

Avg. Workload:	6.5 officers per hour
Avg. % Deployed (SI):	57 percent
Peak SI:	89 percent
Peak SI Time:	6:15 a.m.

The CPSM study will result in the calculation of service demands placed on the department, workload levels, service times for calls for service, and response times. This information is developed by first extracting data from the departments CAD system. The extracted information is then processed and workload is calculated. This workload is then compared to deployment levels. The product of this analysis is the variance between service demands and available personnel, and appropriate recommendations made for staffing levels and an optimal deployment schedule to meet these service demands. This permits exploration of the following questions:

- What are the service demands made by the public as measured through the CAD system?
- What is the workload?
- Based on this workload is the alignment of Districts and Divisions appropriate?
- Based on the workload is the shift schedule aligned appropriately and what alternatives to the current shift plan are most efficient?
- How many police officers and supervisors are need to staff the patrol function to meet the workload demands placed on the agency?
- How long does it take to respond to calls for service (both response time and total time) and what ways are there to reduce these times?
- How many officers are assigned to each call and what are the ways to minimize these assignments?
- What categories of call, and in what frequency, does the agency handle and what measures can be adopted to minimize unnecessary responses?
- How much time is spent on administrative duties?
- How much time is spent on directed patrol activities and specialized enforcement?

The study will determine the gaps in patrol coverage and recommendations for modifying temporal and spatial deployment. With the appropriate "best fit" of patrol coverage identified, a determination can be made about the exact number of officers required to meet service demands, and in what shift/district/division combinations to maximize resources.

In addition to the analysis of patrol operations from the CAD system and workload, the CPSM study will focus on the qualitative aspects of patrol. The study will observe officers on patrol through ride-alongs, interviews, and general observations. We will amass all available documents, plans, and data available to understand the patrol approach in the department. We will observe the special operations teams, the problem/nuisance unit, etc. to evaluate their role within the overall mission of the department and patrol operations. We will evaluate the performance of the units, identify improvement opportunities, and justify and recommend appropriate staffing levels

The CPSM study will also evaluate the implementation of technology on patrol, weapons available, and equipment used with opportunities for improvement.

CPSM advocates community policing as its operational philosophy. The CPSM study would evaluate the implementation of community policing, in quantifiable and anecdotal terms, and identify improvement opportunities where appropriate.

Similarly, the CPSM study would evaluate the relationship of patrol operations with the rest of the department. To what extent does this bureau work, coordinate, and communicate with the other operational and support functions of the department? How should it? What are the strategic, management, and planning functions of the department with regards to the patrol function and how does patrol operations respond to the mission of the organization? How are crime, traffic, disorder, and quality of life problems handled?

III. Investigations

The CPSM study will assess investigations – both reactive and proactive. The CPSM team will explore the following questions:

- Staffing – Are there sufficient investigators available to handle the workload?
- Workload – What is the workload; how many cases do investigators handle; is the specialization appropriate?
- Case management – Is there an effective case management system in place?
- Effectiveness & Efficiency – How much time does it take to investigate cases? Are victims kept informed? Are cases cleared and offenders held accountable? How much overtime is spent?
- Intelligence – How is intelligence gathered and disseminated (inside and outside the department)? Does the investigations function make use of intelligence?
- Civilianization opportunities – What are the potential areas for civilianization?
- Technological opportunities – Is technology being leveraged to improve investigations?
- Crime scene – Are crime scenes being processed efficiently, and are appropriate follow-up investigations being conducted?
- Proactive Investigations – the same approach and inquires found in sections above are applied to each specialized investigative unit in the department.
  - Narcotics
  - Violent Offenders
  - Warrants and Fugitives
  - Bombings and Arson
  - Fraud/Cyber crimes
  - All other specialized investigations units

CPSM will essentially evaluate each investigative unit operating in the agency. This evaluation will assess the performance of the unit, how the unit operates within the overall mission of the department, compare operations to best practices in law enforcement, identify improvement opportunities, and identify appropriate staffing levels.

IV. Administration and Support

Once again, CPSM will evaluate every administrative and support unit in the police department. This evaluation will involve:

- Staffing;
- Workload;
- Civilianization possibilities;
- Cost saving opportunities;
- Out-sourcing opportunities;

Best practice comparisons and opportunities for improvement.

The CPSM team has subject matter experts in police management and administration and will explore administration and support activities in the area of professional standards (Internal investigations, hiring and recruitment, disciplinary system, promotional system), training (both academy and in-service), records management, evaluating the critical, frequent, and high liability policies, facility, fleet, equipment, information technology, property management system, laboratory, planning and research, sick-time management, overtime, communications and dispatch, etc.

In general, we look at every unit identified as a discrete operational/support entity for the following:

- Describe the functions of the unit;
- Evaluate the performance of the unit. In most cases this is a quantitative; evaluation, but in units not appropriate for quantification, a qualitative evaluation is provided;
- Identification of improvement opportunities
- An evaluation and justification, and recommendation for appropriate staffing levels.

V. Organizational Culture

During the operational evaluation described above, organizational "themes" emerge. What does the department "think" about providing police service to the community and how does this thinking align with the stated mission and department policies? How does the department interact with the community and internally with its own members? In general, what is the culture of the organization?

The culture of a police organization reflects its members and the community it serves. Through focus groups, interviews, and observations, the CPSM team will evaluate operational readiness and need. This part of the CPSM study is critical to the overall success of the project as it provides a better understanding of the police department and how the workload, staffing, and community dynamics shape the mission, goals, operations, and needs of the organization. In addition, as an option, every member of the department can be given the opportunity to participate in an anonymous survey. This survey is designed to understand the culture of the department, assess internal and external communications, and determine what it "thinks" about various elements of organizational life.

VI. Organizational Structure and Administration

Based on the above, we can analyze current management structure and practice and make recommendations to improve organizational administration. The product of this analysis is a proposed staffing mode. The product of this analysis also generally ends up with a leaner, flatter, and more efficient organizational design.

VII. Performance Management

The overarching philosophy of the CPSM approach is to evaluate the police department in terms of performance management. Identifying workload, staffing, and best practices is just the beginning. It is also important to assess the organization 's ability to carry out its mission. Essentially, does the police department know its goals, and how does it know they are being met. It is very difficult for an organization to succeed at any given level of staffing unless it has a clear picture of success. How does the department "think" about its mission, how does it identify and measure what's important to the community, how does it communicate internally and externally, how does it hold managers accountable, and how does it know the job is getting done? The CPSM team will evaluate the department and make recommendations to assist with improving capacity in this area, if necessary. In addition, CPSM can offer performance management training and mentoring services to support organizational success.

PROPOSED FEES

The quotation of fees and compensation shall remain firm for a period of 90 days from this proposal submission.

CPSM will conduct the analysis of the police department for $62,000 exclusive of travel. The project would be billed in three installments: 40% upon signing the contract; 40% with delivery of the police draft data analysis; 20% with delivery of the draft final report. Following delivery of the draft reports, the city will have 30 days to provide comments as to accuracy and a final report will be delivered within 30 days of the comment period.

Travel expenses will be billed as incurred as actual cost with no overhead or administrative fees.

NOTE: If the chief administrative officers is a member of ICMA the fee, exclusive of travel costs, will be reduced by 10% to $55,800.

Deliverables
Draft reports will be provided for department review in electronic format.

To be ecologically friendly, CPSM will deliver the final report in computer readable material either by email or CD or both. The final reports will incorporate the operational as well as data analysis. Should the municipality desire additional copies of the report, CPSM will produce and deliver whatever number of copies the client request and will invoice the client at cost.

Should the local government desire additional support or in-person presentation of findings, CPSM will assign staff for such meetings at a cost of $2,500 per day/per person along with reimbursement of travel expenses.

CONCLUSION

Part of ICMA's mission is to assist local governments in achieving excellence through information and assistance. Following this mission, Center for Public Safety Management, LLC acts as a trusted advisor, assisting local governments in an objective manner. CPSM's experience in dealing with public safety issues combined with its background in performance measurement, achievement of efficiencies, and genuine community engagement, makes CPSM a unique and beneficial partner in dealing with issues such as those being presented in this proposal. We look forward to working with you further.

PAST & CURRENT ENGAGMENTS

LOCALITY	ST	PROJECT DESCRIPTION
Edmonton	AB	Comprehensive Analysis of Fire Services.
Leduc	AB	Fire Consolidation Plan
Leduc	AB	Comprehensive Analysis of Fire Services.
Kenai	AK	Comprehensive Analysis of Fire Services
Anniston	AL	Comprehensive Analysis of Police Services
Auburn	AL	Comprehensive Analysis of Fire Services
Auburn	AL	Comprehensive Analysis of Police Services
Dothan	AL	Comprehensive Analysis of Police Services
Casa Grande	AZ	Comprehensive Analysis of Police Services
Florence	AZ	Comprehensive Analysis of Police Services
Lake Havasu City	AZ	Comprehensive Analysis of Police Services
Lake Havasu City	AZ	Comprehensive Analysis of Fire Services
Florence	AZ	Comprehensive Analysis of Sheriff's Office
Prescott	AZ	Comprehensive Analysis of Fire Services
Prescott	AZ	Comprehensive Analysis of Police Services
Queen Creek	AZ	Police Strategic Plan
Queen Creek	AZ	Comprehensive Analysis of Fire services
Scottsdale	AZ	Comprehensive Analysis of Police Services
Tucson	AZ	Comprehensive Analysis of Police Services
Youngtown	AZ	Comprehensive Analysis of Police Services
Alameda	CA	Comprehensive Analysis of Fire Services
Alameda	CA	Comprehensive Analysis of Police Services
Burbank	CA	Analysis of Investigations Workload / Staffing
Carlsbad	CA	Comprehensive Analysis of Police Services
El Centro	CA	Comprehensive Analysis of Police Services
Hermosa Beach	CA	Comprehensive Analysis of Fire services
Hermosa Beach	CA	Comprehensive Analysis of Police Services
Laguna Woods	CA	Review of Sheriff's Office Service
Morgan Hill	CA	Comprehensive Analysis of Police Services
Morgan Hill	CA	Comprehensive Analysis of Fire Services
Palm Desert	CA	Comprehensive Analysis of Fire Services
Palo Alto	CA	Comprehensive Analysis of Fire Services
San Jose	CA	Fire Study
San Jose	CA	Police Study
San Mateo	CA	Dispatch Operations Review
Santa Ana	CA	Comprehensive Analysis of Police Services

Santa Clara	CA	Comprehensive Analysis of Police Services
Santa Monica	CA	Police Chief Selection
Santa Rosa	CA	Performance Measurement Analysis
Stockton	CA	Comprehensive Analysis of Police Services
Stockton	CA	Comprehensive Analysis of Fire Services
Woodland	CA	Police Chief Selection
Yuba City	CA	Comprehensive Analysis of Fire Services
Yuba City	CA	Comprehensive Analysis of Police Services
Federal Heights	CO	Comprehensive analysis of Police Services
Federal Heights	CO	Comprehensive analysis of Fire Services
Littleton	CO	Comprehensive Analysis of Fire Services
Steamboat Springs	CO	Comprehensive Analysis of Fire Services
Cheshire	CT	Police Management Review
Southington	CT	Comprehensive Analysis of Fire Services
Dover	DE	Comprehensive Analysis of Police Department
Dover	DE	Comprehensive Analysis of Fire Services
Alachua	FL	Expert Witness Law Enforcement Issues
BCCMA	FL	Analysis of Broward Sheriff's Office Contract Services
Tamarac	FL	Analysis of Sheriff's Contract Services
Inverness	FL	Comprehensive Analysis of Fire Services
Delray Beach	FL	Comprehensive Analysis of Police Services
Delray Beach	FL	Comprehensive Analysis of Fire Services
Dunedin	FL	Police Consolidation Review
Hollywood	FL	Police Internal Affairs Review
Indian River Shores	FL	Public Safety Staffing Analysis
Indian River Shores	FL	Public Safety Study
Jacksonville Bch	FL	Police Chief Selection
Jupiter	FL	Police and Fire
Hobe Sound	FL	Public Safety Consolidation
Kenneth City	FL	Comprehensive Analysis of Police Services
Miami Beach	FL	Comprehensive analysis of Fire Services
Naples	FL	Presentation
North Port	FL	Comprehensive Analysis of Police Services
Orlando	FL	Expert Witness Law Enforcement Issues
Land O' Lakes	FL	Comprehensive analysis of Fire Services
New Port Richey	FL	Sheriff Budget Analysis
Pompano Beach	FL	Comprehensive Analysis of Police Services
Venice	FL	Comprehensive Analysis of Fire Services
Kingsland	GA	Comprehensive Analysis of Fire Services
Kingsland	GA	Fire Consolidation St Marys
Woodbine	GA	Police Consolidation Study

Garden City	GA	Preliminary Analysis Public Safety Merger
Johns Creek	GA	Analysis of Fire Services
Kingsland	GA	Fire Consolidation Study
Sandy Springs	GA	Comprehensive Analysis of Police Department
St. Marys	GA	Fire Consolidation Study
Boone	IA	Public Safety Consolidation
Boone	IA	Performance Measurement of Municipal
Hayden	ID	Comprehensive Analysis of Police Services
Jerome	ID	Analysis of Police Services
Algonquin	IL	Performance Measurement Analysis
Glenview	IL	Comprehensive Analysis of Police & Fire Services
Glenview	IL	Comprehensive Analysis of Police Services
Glenview	IL	Dispatch Operations Review
Highland	IL	Comprehensive Analysis of Fire Services
Highland Park	IL	Comprehensive Analysis of Fire Consolidation
Highwood	IL	Comprehensive Analysis of Fire Consolidation
Lake Bluff	IL	Analysis of Fire Consolidation
Lake Bluff	IL	Fire Data Review
Lake Forest	IL	Analysis of Fire Consolidation
Lake Zurich	IL	Comprehensive Analysis of fire services
Naperville	IL	Workload, Staffing & Schedule Design
Roseville	IL	Comprehensive Analysis of Police Services
Skokie	IL	Police Study
Western Springs	IL	Comprehensive Analysis of Police Services
Indianapolis	IN	Police Workload & Deployment Services
Plainfield	IN	Comprehensive Analysis of Police Services
Topeka	KS	Preliminary review of Fire Department
Northborough	MA	Comprehensive Analysis of Police Services
Northborough	MA	Comprehensive Analysis of Fire Services
Cambridge	MD	Performance Measurement Study
Annapolis	MD	Comprehensive Analysis of Police Services
Ocean City	MD	Dispatch Operations Review
Ann Arbor	MI	Comprehensive Analysis of Fire Services
Auburn Hills	MI	Comprehensive Analysis of Fire Services
Auburn Hills	MI	Comprehensive Analysis of Police Services
Benton Harbor	MI	Public Safety Consolidation
Chesterfield	MI	Comprehensive Analysis of Police Services
Lansing	MI	Comprehensive Analysis of Police Services
Lansing	MI	Comprehensive Analysis of Fire Services
Detroit	MI	Police Department Review
Douglas	MI	Comprehensive Analysis of Police Services
Flint	MI	Comprehensive Analysis of Fire Services

Flint	MI	Comprehensive Analysis of Police Services
Grand Rapids	MI	Comprehensive Analysis of Police Services
Grand Rapids	MI	Comprehensive Analysis of Fire Services
Kingsley	MI	Comprehensive Analysis of Fire Services
Interlochen	MI	Comprehensive Analysis of Fire Services
Grosse Pointe	MI	Public Safety Consolidation
Grosse Pointe	MI	Public Safety Consolidation
Hamtramck	MI	Police Study
Grand Rapids	MI	Comprehensive Analysis of Police & Fire Services
Grand Rapids	MI	Analysis of Police Services Consolidation
Kentwood	MI	Analysis of Fire Services Consolidation
Flint	MI	Comprehensive Analysis of Police Services
Flint	MI	Comprehensive analysis of Fire Services
Novi	MI	Comprehensive Analysis of Police Services
Novi	MI	Comprehensive analysis of Fire Services
Kalamazoo	MI	Police Workload / Contract for Services Analysis
Petoskey	MI	Public Safety Consolidation
Plymouth	MI	Fire Services Consolidation
Plymouth	MI	Fire Service Analysis
Royal Oak	MI	Comprehensive Analysis of Police Services
Royal Oak	MI	Comprehensive Analysis of Fire Services
Saginaw	MI	Comprehensive Analysis of Police Services
Saginaw	MI	Comprehensive Analysis of Fire Services
Vicksburg	MI	Financial Analysis of Fire Authority
Saint Joseph	MI	Public Safety Consolidation
Sturgis	MI	Public Safety Analysis
Troy	MI	Comprehensive Analysis of Police Services
Troy	MI	Review of Fire Administration and Inspections
Wyoming	MI	Comprehensive Analysis of Police Services 2012
Wyoming	MI	Comprehensive Analysis of Fire Services 2012
Wyoming	MI	Comprehensive Analysis of Police Services 2009
Wyoming	MI	Comprehensive Analysis of Fire Services 2009
Mankato	MN	Public Safety Study
Moorhead	MN	Comprehensive Analysis of Fire Services
Saint Cloud	MN	Police Strategic Planning Review
Saint Cloud	MN	Comprehensive Analysis of Police Services
Brentwood	MO	Comprehensive Analysis of Police Services
Saint Louis	MO	Comprehensive Analysis of Fire Services
Saint Louis	MO	Comprehensive Analysis of Police Services
Saint Louis	MO	Standard of Response / risk assessment
Bozeman	MT	Fire Protection Master Plan
Bald Head Island	NC	Public Safety Staffing Review

Bald Head Island	NC	Public Safety Consolidation
Chapel Hill	NC	Comprehensive Analysis of police services
Cornelius	NC	Fire Consolidation Study
Davidson	NC	Fire Consolidation Study
Greenville	NC	Comprehensive Analysis of Fire Services
Oxford	NC	Comprehensive Analysis of Fire Services
Oxford	NC	Comprehensive Analysis of Police Services
Rocky Mount	NC	AED Grant assistance
Rocky Mount	NC	Comprehensive Analysis of Police Services
Grand Island	NE	Comprehensive Analysis of Police Services
Grand Island	NE	Comprehensive Analysis of Fire Services
South Sioux City	NE	Fire Services Strategic Plan
East Brunswick	NJ	EMS Study
Oradell	NJ	Comprehensive Analysis of Police Services
Paterson	NJ	Comprehensive Analysis of Police Services
South Orange	NJ	Comprehensive Analysis of Police Services
Westwood	NJ	Comprehensive Analysis of Police Services
Bernalillo	NM	Comprehensive Analysis of Fire Services
Las Cruces	NM	Comprehensive Analysis of Fire Services
Las Cruces	NM	Comprehensive Analysis of Police Services
Ruidoso	NM	Comprehensive Analysis of Police Services
Boulder City	NV	Police Organizational Study
Henderson	NV	Comprehensive Analysis of Police Services
Las Vegas	NV	Comprehensive Analysis of Fire Services
North Las Vegas	NV	Fire Workload Analysis
Bria Cliff Manor	NY	Analysis of police consolidation
Garden City	NY	Comprehensive Analysis of Fire Services
Long Beach	NY	Comprehensive Analysis of Fire and EMS services
Armonk	NY	Comprehensive Analysis of Police Services
Oneonta	NY	Comprehensive Analysis of Fire and EMS services
Oneonta	NY	Fire Apparatus Review
Orchard Park	NY	Comprehensive Analysis of Police Services
Ossining	NY	Analysis of police consolidation
Ossining	NY	Analysis of police consolidation
Rye	NY	Police Chief Selection
Watertown	NY	Comprehensive Analysis of Fire Services
Cincinnati	OH	Police Dispatch Review
Dayton	OH	Police Internal Affairs Review
Huron	OH	Comprehensive Analysis of Police Services
Huron	OH	Comprehensive Analysis of Fire Services
Independence	OH	Comprehensive Analysis of Police Services
Independence	OH	Comprehensive Analysis of Fire Services

Sandusky	OH	Fire Study
Sandusky	OH	Police Study
Broken Arrow	OK	Comprehensive Analysis of Police Services
Broken Arrow	OK	Comprehensive Analysis of Fire Services
Edmond	OK	Comprehensive Analysis of Police Services
Jenks	OK	Comprehensive Analysis of Police Services
Jenks	OK	Comprehensive Analysis of Fire Services
Muskogee	OK	Comprehensive Analysis of Police Services
Tulsa	OK	Comprehensive Analysis of Fire Services
Bend	OR	Comprehensive Analysis of Police Services
Grants Pass	OR	Comprehensive Analysis of Fire Services
Grants Pass	OR	Comprehensive Analysis of Police Services
Grants Pass	OR	Public Safety Strategic Plan Development
Ontario	OR	Comprehensive Analysis of Police Services
Ontario	OR	Comprehensive Analysis of Fire Services
Mohnton	PA	Comprehensive Analysis of Police Services
Mohnton	PA	Police Chief Selection
Ephrata	PA	Comprehensive Analysis of Police Services
Farrell	PA	Comprehensive Analysis of Police Services
Jamestown	PA	Comprehensive Analysis of Police Services
Wrightsville	PA	Comprehensive Analysis of Police Services
Lancaster	PA	Police Study
Berwyn	PA	Comprehensive Analysis of Police Services
East Providence	RI	Comprehensive Analysis of Fire Services
East Providence	RI	Expert Witness Fire Issues
Beaufort	SC	Review of Fire Service Contract
Beaufort	SC	Comprehensive Analysis of Police Services
Beaufort	SC	Comprehensive Analysis of Fire Services
Walterboro	SC	Comprehensive Analysis of Public Safety Dept.
Rapid City	SD	Comprehensive Analysis of Fire Services
Germantown	TN	Comprehensive Analysis of Fire Services
Johnson City	TN	Comprehensive Analysis of Fire Services
Johnson City	TN	Comprehensive Analysis of Police Services
Smyrna	TN	Comprehensive Analysis of Police Services
Smyrna	TN	Comprehensive Analysis of Fire Services
Addison	TX	Comprehensive Analysis of Fire Services
Addison	TX	Comprehensive Analysis of Police Services
Baytown	TX	EMS Study
Belton	TX	Comprehensive Analysis of Police Services
Belton	TX	Comprehensive Analysis of Fire Services
Belton	TX	Police Chief Selection
Belton	TX	Fire Chief Selection

Buda	TX	Comprehensive Analysis of Police Services
Cedar Park	TX	Comprehensive Analysis of Police Services
Conroe	TX	Fire Services Analysis and Standard of Response
Frisco	TX	Comprehensive Analysis of Fire Services
Highland Village	TX	Fire Review
Hutto	TX	Comprehensive Analysis of Fire Services
Lucas	TX	Fire and EMS Analysis
New Braunfels	TX	Fire Study
New Braunfels	TX	Police Study
Prosper	TX	Comprehensive Analysis of Police Services
Round Rock	TX	Comprehensive Analysis of Fire Services
Sugarland	TX	Fire Department Overtime Analysis
Sugarland	TX	Comprehensive Analysis of Fire Services
Victoria	TX	Comprehensive Analysis of Police Services
Washington City	UT	Comprehensive Public Safety Analysis
Hampton	VA	Police Chief Selection
Leesburg	VA	Comprehensive Analysis of Sheriff Services
Leesburg	VA	Comprehensive Analysis of Fire Services
Bonney Lake	WA	Comprehensive Analysis of Police Services
Lacey	WA	Comprehensive Analysis of Fire Services
Snoqualmie	WA	Police Workload & Deployment Analysis
Spokane Valley	WA	Comprehensive Analysis of Police Services
Vancouver	WA	Comprehensive Analysis of Police Services
Vancouver	WA	Police Chief Selection
Menomonie	WI	Sheriff Office Study
Wauwatosa	WI	Comprehensive Analysis of Fire Services
Wauwatosa	WI	Comprehensive Analysis of Police Services
Jackson	WY	Police Consolidation Review
Laramie	WY	Comprehensive Analysis of Police Services
Jackson	WY	Police Consolidation Review

CONTRACT FOR INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES

This Contract is made as of the _____day of _____, 2017 by and between the City of _____, a municipal corporation of the State of _____, (hereinafter "the CITY"), and the Center for Public Safety Management, LLC (CPSM) the exclusive provider of public safety technical assistance for the International City/County Management Association, a Domestic Limited Liability Company, organized under the laws of the District of Columbia whose principal office is located at 475 K Street, NW, Suite 702, Washington, D.C. 20001, (hereinafter "the CONTRACTOR") and whose Federal I.D. number is 46-5366606.

WHEREAS, the CITY desires to retain the CONTRACTOR, and the CONTRACTOR desires to be retained, pursuant to the proposal scope of services attached hereto as Exhibit "A" and incorporated herein in its entirety;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The services to be rendered by CONTRACTOR under this Contract are set forth in Exhibit "A" (proposal) attached hereto.

ARTICLE 2 - SCHEDULE

The schedule for services to be rendered by CONTRACTOR is set forth in Exhibit "A" (The Proposal) attached hereto. The Project Launch date as described in Exhibit A shall be _____.The project and final deliverables shall be completed per the schedule in Exhibit "A", which is approximately one hundred thirty-five (135) days after this Agreement is fully executed, subject to a mutually agreeable extension if necessary. The delivery of an "Operations" and "Data Analysis" draft report shall indicate conclusion of the work anticipated in the proposal. Following delivery of the draft reports, the CITY shall have 30 days to submit any changes it finds prudent or necessary. Sixty days from the delivery of the draft reports, the final report shall be produced and transmitted electronically. Both of these time periods shall be in addition to the time period for conducting the analysis and will not require extensions of the contract. The CITY may elect to engage optional language in the contract to request a final in-person presentation which shall be done outside of the time parameters of this contract.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

Invoices shall be due and payable upon receipt. Payments received more than 30 days after invoice date will incur a 2% late fee. Payment by the CITY under this Contract shall be governed by Exhibit "A".

Payments by direct deposit (preferred method) shall be sent to:

Routing No.: 052000113

Account No. : 9856252680

Payments by check to the CONTRACTOR shall be sent to:

CPSM
c/o Bastian Accounting, LLC
P.O. Box 199
Amherst, NY 14226

Invoices to the CITY should be sent to:

Name: City of Cocoa
Attn: Accounts Payable
Address: 65 Stone Street
Cocoa, Florida 32922

Email: accountspayable@cocoafl.org
Phone: (321) 433-8633

ARTICLE 4 - TERMINATION

Unless the CONTRACTOR is in breach of the Contract, the CONTRACTOR shall be paid for services rendered to the CITY's satisfaction through the date of termination. This is a legal-binding contract and cannot be terminated without cause. After receipt of a termination notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

A. Stop work on the date and to the extent specified;
B. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY; and
C. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - PERSONNEL

The CONTRACTOR is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor, and not an employee, or agent of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY, nor shall such personnel be entitled to any benefits of the CITY including, but not limited to, pension, health and workers' compensation benefits.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel consistent with applicable technical and professional standards in the field.

ARTICLE 6 - AVAILABILITY OF FUNDS

The CITY's elected body has appropriated sufficient funds in the operating budget(s) for which the work to be performed will occur and until the contract has been fully executed.

ARTICLE 7 - INSURANCE REQUIREMENTS

The CONTRACTOR will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance and professional liability insurance. Limits of liability for automobile liability insurance shall be, at a minimum, $1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, $1,000,000.00 per occurrence, $1,000,000.00 personal and advertising injury, $1,000,000.00 general aggregate and $1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability. Limits of liability for professional liability insurance shall

be, at a minimum, $1,000,000.00 per occurrence/claim and $1,000,000.00 aggregate. If the general liability insurance coverage and/or the professional liability insurance coverage is on a claims-made basis, the CONTRACTOR will maintain coverage in force for a period of two (2) years following the termination of the contract at the limits specified in this paragraph. The CONTRACTOR is responsible for the payment of any deductibles or self-insured retentions.

The CITY will be named as additional insured under the CONTRACTOR's general liability insurance and automobile liability insurance policies.

The CONTRACTOR agrees to indemnify, hold harmless, and defend the CITY, its officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorneys fees and litigation expenses, in whole or in part arising out of, connected with, or in any way associated with the activities of the CONTRACTOR, its employees, or its sub-contractors in connection with the work to be performed under this contract.

ARTICLE 8 - SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as stated above, neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

ARTICLE 9 – LAW GOVERNING THIS CONTRACT

The Contract shall be governed by the laws of the State of _____. Any and all legal action necessary to enforce the Contract will be held in _____ County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Dispute Resolution

In case of a dispute regarding the interpretation of any part of this Contract, the Parties shall use their best efforts to arrive at a mutually acceptable resolution. The CONTRACTOR shall proceed diligently with its performance of the work under this Contract pending the final resolution of any dispute arising or relating to this Contract. The Client shall continue to pay the CONTRACTOR for its performance under the Contract except for those items related to the dispute.

ARTICLE 10 - CONFLICT OF INTEREST

The CONTRACTOR represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required.

CONTRACTOR employees, subject matter experts, or subcontractors may undertake outside professional activities provided such activity and involvement does not conflict or interfere with this Contract. In addition, employees, subject matter experts, or subcontractors will not directly or indirectly, alone or with others, engage in or have any interest in any person, firm, or entity that engages in any business activity that is competitive with the business performed under this Contract.

ARTICLE 11 - EXCUSABLE DELAYS

The PARTIES shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the PARTIES and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; and abnormally severe and unusual weather conditions.

Upon either PARTY'S request, the other PARTY shall consider the facts and extent of any failure to perform the work and, if the PARTY'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly to a newly agreed upon timeline. It shall be the responsibility of the PARTIES to notify the other PARTY promptly in writing whenever a delay is anticipated or experienced, and to inform the other PARTY of all facts and details related to the delay.

ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY's expense shall be and remain the CITY property and may be reproduced and reused at the discretion of the CITY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 13 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, and sexual orientation.

ARTICLE 14 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Contract, the successful or prevailing party will be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party may be entitled.

ARTICLE 15 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 16 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions

contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the Parties hereto in accordance with Article 17 - Modification and Changes. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this contract will supersede and prevail over the terms in the incorporated Exhibits.

ARTICLE 17 – MODIFICATIONS AND CHANGES

Only the **CITY's Contracting Officer** or his/her representative has authority to issue modifications to this Contract that materially change or modify any of the specifications, terms, or conditions of this Contract.

Only the **CITY's Contracting Officer** may, by written order, make changes within the scope of work of this contract including but not limited to any one or more of the following: (a) description of services to be performed; and (b) period of performance.

No change order shall be binding unless so issued by the **CITY's Contracting Officer** in writing and, until approved by the **CONTRACTOR'S** Contracting Administrator or their designated representative unless they are of an administrative matter.

ARTICLE 18 - NOTICE

All notices given under this Contract shall be sent by certified mail, return receipt requested, and if sent to the (name of client) shall be mailed to:

XXXX
XXXX
XXXX
XXXX

and if sent to the CONTRACTOR shall be mailed to:

Director of Research & Project Development
Center for Public Safety Management, LLC
475 K Street NW, Suite 702
Washington, DC 20001

IN WITNESS WHEREOF, the Parties hereto agreed to all that is written herein and included within Exhibit "A".

_____ OF _____, STATE OF _____

SIGNED	**ATTEST**
BY:_____	BY:_____
Print Name:_____	Print Name:_____
Title:_____	Date:_____
Date:_____	

CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC (CPSM)

SIGNED

BY:_____

Print Name:_____

Title:_____

Date:_____

SOLE SOURCE JUSTIFICATION FORM

Requisition Number | **Division** 1100 City Manager

Part/Item/Service Description ICMA to Perform a Comprehensive Analysis of Law Enforcement Services

Cost of Part/Item/Service $ 62,000.00 **Account Number** 001-1600-513.31-00

Vendor Name ICMA/CPSM

Respond specifically to each question below in preparing a justification. Please use less "technical" language to explain each item. If your explanation does not fit within the areas provided, please expand the text box(es) as necessary and staple all pages together.

1. Is item/service/vendor requested one-of-a-kind ? Check one: Yes ☐ No ☑
Explain how this was determined:

Another vendor may be able to perform a similar service; however, it is thought to be less efficient and more costly for a different vendor to provide this service.

2. Why was the particular product or vendor chosen?

This vendor has performed the same analysis in several other law enforcement jurisdictions in Florida recently.

3. Can similar items/service be obtained from other source? Check one: Yes ☑ No ☐
If the answer is no, please explain.

It is in the City's best interest to use this vendor due to their recent familiarity with other Florida Law Enforcement agencies.

If the answer is yes, please provide three quotes for similar items for comparison.
If three quotes cannot be obtained, please explain why?

4. Is chosen vendor the manufacturer? Check one: Yes ☐ No ☑

Factors which may not be applicable:
The following should not be included in your sole source/sole brand justification. The following will not be considered :

* Personal Preference
* Cost, vendor performance, local service, maintenance, and delivery (these may be considered award factors in competitive bidding).
* Features which exceed the minimum department requirements, e.g. heavy duty or quality.
* Explanation for the actual need and basic use for the item, unless the information relates to a request for "unique factors"
* The statement "no substitution" will not be considered without completion of the Sole Source Justification Form.
* **To "match and interface" is not normally an accepted justification which should be considered. The quantity, manufacturer, brand, model of the existing equipment and necessity for "interfacing" must be provided.**

**** Please send the completed Sole Source Justification Form to the Purchasing Manager for approval. The Purchasing Manager will forward the signed document to the Finance Director for approval and will send the approved form back to the original requestor. The approved form must be attached to the agenda item. Incomplete forms will be returned and may result in delayed processing****

3/31/17	Kathleen Frederick Digitally signed by Kathleen Frederick Date: 2017.03.31 15:55:43 -04'00'	4/3/17	Lora Howell Digitally signed by Lora Howell Date: 2017.04.03 15:15:28 -04'00'
Date	Requestor Signature	Date	Purchasing Manager Signature
4/3/17	Matthew Fuhrer Digitally signed by Matthew Fuhrer DN: cn=Matthew Fuhrer, o=City of Cocoa, ou=City Manager's Office, email=mfuhrer@cocoafl, c=US Date: 2017.04.03 15:03:02 -04'00'	4/3/17	Teri Butler Digitally signed by Teri Butler Date: 2017.04.03 15:36:24 -04'00'
Date	Department Director Signature	Date	Finance Director Signature

Revised 10/24/13

City Manager's Office
65 Stone St. I Cocoa, FL 32922
Phone: (321) 433-8686 I Fax: (321) 433-8690

Memorandum

To: File Note

From: John A. Titkanich, Jr., City Manager

Date: 4/3/2017

Re: ICMA to Perform a Comprehensive Analysis of Law Enforcement Services

---

The Center for Public Safety Management, LLC is the exclusive provider of public safety technical assistance for the International City/County Management Association. They provide a wide array of analysis that is unique and more comprehensive than ordinary accreditation agencies. They are uniquely staffed with subject matter experts of a variety of disciplines that have served as senior public safety executives as well as former chief administrators for local governments. Supplementing the hundreds of years of practical experience, their assessment project teams are highly educated in the areas of public administration and program research and analysis. Similar studies have been successfully conducted and implemented with favorable results in other Florida communities that are accredited through the Commission for Florida Law Enforcement Accreditation

FOM, Section 12.1 C (Source Selection)

For purchases of less than $35,000 competitive quotations are the preferred methods of source selection. For purchases of $35,000 or more, competitive sealed bidding is the preferred method for purchasing supplies and services. When competitive sealed bidding is neither practical nor advantageous to the City, the City Council or City Manager, when deemed in the City's best interest may use the request for proposal/qualifications method, unless a competitive bid or proposal for a particular purchase is required by law.
Further, a contract may be awarded without competitive bidding when it is determined in writing that only one source for the required supply or service exists or when competitive bidding is neither feasible nor advantageous to the City. These sole source and non-competitive bid purchases/services should represent an exception to handling and must be accompanied by a Justification Form from the Department Director identifying the reason this situation exists.

Unless otherwise authorized by the City Council, all purchases exceeding the City Manager's purchasing limit must be approved by the City Council.

These sole source and noncompetitive bid purchases/services should represent an exception to handling and must be accompanied by a Justification Form from the requestor identifying the reason this situation exists."

Cc: Matthew Fuhrer, Assistant City Manager

Sonja Hamilton-Suarez, Purchasing Manager

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1100 | DATE PREPARED: 03/31/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 62,000)	001-1600-513.39-00		General Fund Contingency	$ 3,250,000	$ 390,604	$ 328,604	$ 328,604
$ 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
($ 62,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 62,000	001-1600-513.31-00		General Fund Professional Services	$ 181,250	$ 181,250	$ 243,250	$ 424,314
$ 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
$ 62,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Request the use of General Fund Contingency to perform a Comprehensive Analysis of Law Enforcement Services.

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/11/17 *RESOLUTION #:* 2017-36

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.

3/31/17	Kathleen Frederick — Digitally signed by Kathleen Frederick Date: 2017.03.31 15:59:42 -04'00'	4/3/17	Lea Taylor — Digitally signed by Lea Taylor Date: 2017.04.03 15:38:02 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
4/3/17	Matthew Fuhrer — Digitally signed by Matthew Fuhrer DN: cn=Matthew Fuhrer, o=City of Cocoa, ou=City Manager's Office, email=mfuhrer@cocoafl.org, c=US Date: 2017.04.03 15:02:04 -04'00'	4/3/17	Lora Howell — Digitally signed by Lora Howell Date: 2017.04.03 15:50:49 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/23/16 - IT

RESOLUTION NO. 2017- 37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase described in Exhibit A would not be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, that:

SECTION 1. The purchase described in Exhibit A is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 11 day of April, 2017.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

EXHIBIT "A"

To Resolution No. 2017- 37

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the use of IMCA to perform Comprehensive Analysis of Law Enforcement Services, IMCA Center for Public Safety Management, LLC 475 K. Street NW STE 720, Washington, DC. 20001.

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

John A. Titkanich, Jr., AICP
City Manager

3. Approve a Resolution and contract by use of sole source with the ICMA Center for Public Safety Management to conduct an analysis of law enforcement services for the Cocoa Police Department; Approve a Resolution adjusting FY2017 Budget using General Fund Contingency; and Authorize the City Manager to execute the contract subject to the City Attorney and City Manager finalizing the terms and conditions of the contract with CPSM. (17-151). (City Manager)

Assistant City Manager Fuhrer presented the item, advising that this was directly related to the City's strategic planning efforts. Many things were underway in order to reduce crime throughout the City and this study would provide several outcomes for the City. It was an independent analysis.

He further noted that both he and the City Manager had spoken with other cities who had utilized this group to provide an analysis and they have all been very happy with them. They want to leave nothing unturned in order to decrease the crime rate.

Councilwoman Warner thanked Chief Cantaloupe and City Manager Titkanich for bringing this forward and believed that it would be a great tool, and especially beneficial during the next crime summit. It would help the City address some of the ongoing problems.

Deputy Mayor Boisvert concurred with Councilwoman Warner and believed that the Chief had done a great job on attending functions and being visible to the public.

Councilman Whipple echoed their sentiments. He agreed that this information would be a good thing. He stressed to the Chief that he did not want anyone at the Police Department to feel threatened by them being there doing the assessment. He wanted to make sure that all officers and employees were aware that they were there to help enhance their performance. He fully supported the effort.

Councilwoman Blanco questioned Assistant City Manager Fuhrer about the information that they had reviewed from other cities. In response, Assistant City Manager Fuhrer noted that they were surprised at the detail and information included in the report. They looked at everything including staffing, technology, and intergovernmental resources. He felt confident that an accurate report will be received in order to assist the City in meeting the needs of the citizens.

Mayor Parrish asked Councilwoman Warner about the company that did this approximately fifteen years ago. Councilwoman Warner advised that the company utilized at that time was not nearly as qualified as this group was and

the report was not as extensive. She added that this it would be a learning curve for everyone and a great way to get specifics in order to move forward.

Mayor Parrish thanked Chief Cantaloupe for making the decision to do this. He pointed out that the objective was to see where assets can go and what can be improved or not improved. He felt that the Chief was doing a great job, and it was better than what had been done in many years. He wanted everyone to be prideful in working for the Police Department and to go home safe.

Chief Cantaloupe mentioned that it would be a good tool and good to see the industry changes. Although changes have been made, it would be good to have things even better. They want to provide the best services to the citizens that they can and raise the bar even higher.

Councilwoman Warner advised that from her perspective staffing has not changed from what it was fifteen years ago, although the size and population of the City has increased. She was concerned if there was adequate staffing at the Police Department and felt this report would give them the answers to that.

Mayor Parrish reiterated that he felt good about this.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

MULTI-YEAR CONTRACTS:

4. Authorize the City Manager to execute a Multi-Year Florida Department of Transportation Traffic Signal Maintenance and Operation Order Approval Number 70-C-22 which amends the Traffic Signal Maintenance and Compensation Agreement Contract Number ARX39 for the installation of traffic signal equipment at two locations on SR 524. (17-134). (Public Works Director)

Mr. Wegerif presented the item and advised that the locations were at the Walmart exit and the northbound ramp of I-95. The southbound ramp was being studied. DOT does not maintain the signals but they reimburse for them after they are installed.

To clarify questions posed by councilmembers, Mr. Wegerif advised that the north side had been studied and approved, and the south side was still being

RESOLUTION NO. 2018-040

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 12th day of June, 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 #: 1100 | DATE PREPARED: 05/04/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 4,000)	001-1600-513.39-00		General Fund Contingency	$ 309,476	$ 64,349	$ 60,349	$ 56,349
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 4,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 4,000	001-1600-513.31-00		Professional Services - Strategic Planning	$ 147,730	$ 187,195	$ 191,195	$ 4,008
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 4,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Center for Public Safety Management needs to conduct a presentation to Council. Agenda 18-211

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 06/12/18 RESOLUTION #: 2018-040

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.

5/25/18	Kathleen Frederick Digitally signed by Kathleen Frederick Date: 2018.05.25 16:36:48 -04'00'	6/5/18	Lea Taylor Digitally signed by Lea Taylor Date: 2018.06.05 10:14:26 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
6/1/18	John A. Titkanich Digitally signed by John A. Titkanich Date: 2018.06.01 09:27:10 -04'00'	6/5/18	Lora Howell Digitally signed by Lora Howell Date: 2018.06.05 10:17:10 -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 #:	18-228	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	6/5/2018			**In control:**	City Council
On agenda:	6/12/2018			**Final action:**	
Title:	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. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	workers compensation				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 5, 2018
Agenda Date: June 12, 2018
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
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.

BACKGROUND:

The City of Cocoa has a self-insured Workers' Compensation Program which means the cost of the claims are paid by a third-party administrator, currently USIS, Inc., to administer the claims in accordance with the laws of Florida.

Officer Jeffrey Aiken has reached a settlement agreement in the amount of $100,000 through his attorney and the City's Workers' Compensation attorney. This settlement is inclusive of attorney's fees and costs and will close all three open Workers' Compensation claims.

City Staff recommends this settlement amount based on our Workers' Compensation attorney's evaluation of the claims. However, the settlement agreement is contingent based on City Council's final approval.

STRATEGIC PLAN CONNECTION:

Approval of this item helps provide financial stability to our self-insured Workers' Compensation fund, and will allow the City to control related expenses.

BUDGETARY IMPACT:

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

Amount Requested	$100,000
Account Number	520-1801-513.24-00
Account Name	Workers' Compensation

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Requesting settlement authority for the tentative settlement agreement between City of Cocoa 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.

Legislation Details (With Text)

File #:	18-195	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	5/14/2018			**In control:**	City Council
On agenda:	6/12/2018			**Final action:**	
Title:	Approve a multi-year Interlocal agreement between the City of Cocoa and the City of Rockledge for School Crossing Guard Services for the school year commencing August 10, 2018 and ending May 30, 2019. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2018 Rockledge Crossing Guard.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 14, 2018
Agenda Date: June 12, 2018
Prepared By: Charlene Jenkins-Catechis, Administrative Secretary
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Approve a multi-year interlocal agreement between the City of Cocoa and the City of Rockledge for School Crossing Guard Services for the school year commencing August 10, 2018 and end May 30, 2019.

BACKGROUND:

Pursuant to Section 163.01, Florida Statues, Cocoa and Rockledge agree that the safety of the students living in their cities is a matter of great public concern. To that end, the City of Rockledge will perform crossing guard services for students crossing from and to the Cities of Cocoa and Rockledge to attend McNair Middle School and Emma Jewel Charter Academy. In turn, the City of Cocoa will provide the City of Rockledge financial assistance to offset costs associated with said crossing guard services. This agreement was originally initiated in 2006 and it is desired by both parties to renew and continue this service agreement beginning August 10, 2018 and ending May 30, 2019.

STRATEGIC PLAN CONNECTION:

Public safety

BUDGETARY IMPACT:

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

Amount Requested	$5,900.00
Account Number	001-2100-521.34-00_
Account Name	Contract Services

PREVIOUS ACTION:

Council previously approved a similar agenda item on June 27, 2017, Item VIII.3

RECOMMENDED MOTION:

Approve a multi-year interlocal agreement between the City of Cocoa and the City of Rockledge for School Crossing Guard Services for the school year commencing August 10, 2018 and ending May 30, 2019.

INTERLOCAL AGREEMENT BETWEEN
THE CITIES OF COCOA AND ROCKLEDGE
CROSSING GUARD SERVICES
(AT INTERSECTION OF FISKE BOULEVARD AND ROSA L. JONES STREET)

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2018, by and between the **CITY OF COCOA**, a Florida municipal corporation located at 65 Stone Street, Cocoa, Florida 32922 (hereinafter "Cocoa") and **CITY OF ROCKLEDGE**, a Florida municipal corporation located at 1600 Huntington Lane, Rockledge, Florida 32955 (hereinafter "Rockledge").

W I T N E S S E T H:

WHEREAS, this Agreement is authorized pursuant to Section 163.01, Florida Statutes; and

WHEREAS, Cocoa and Rockledge agree that the safety of the students living in their cities is a matter of great public concern; and

WHEREAS, Cocoa has traditionally provided for crossing guard services at the intersection of Fiske Boulevard and Rosa L. Jones Street; and

WHEREAS, due to circumstances beyond its control, Cocoa is unable to retain the required personnel to sufficiently staff this crossing guard location; and

WHEREAS, students living in Cocoa and Rockledge attend Ronald McNair Middle School located in Rockledge on Rosa L. Jones Street; and

WHEREAS, in the spirit of intergovernmental cooperation and assistance, Rockledge agrees to provide a state certified school crossing guard at the intersection of Fiske Boulevard and Rosa L. Jones Street for the purpose of providing for student's safe travel to and from Ronald McNair Middle School; and

WHEREAS, Cocoa agrees to provide Rockledge with financial assistance as set forth herein to offset Rockledge's costs; and

WHEREAS, Cocoa and Rockledge deem it necessary for the benefit of the public health, safety and welfare to enter into this Interlocal Agreement.

NOW, THEREFORE, in consideration of the covenants and agreement hereinafter

set forth, to be kept and performed by both parties, Cocoa and Rockledge agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference as a material part of this Agreement.

2. **CONDITIONS PRECEDENT.** All rights, obligations and liabilities of the parties under this Agreement shall be subject to the satisfaction of the following conditions precedent:

   2.1 The complete execution of this Agreement by the parties.

   2.2 The approval of this Agreement by both the City Council of Cocoa and the City Council of Rockledge.

   2.3 The filing of this Agreement with the Clerk of the Circuit Court in and for Brevard County, Florida, pursuant to Section 163.01(11), Florida Statutes.

3. **REPRESENTATIONS OF COCOA.** Cocoa makes the following representations to Rockledge:

   3.1 Cocoa is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the governmental functions and operations set forth in this Agreement.

   3.2 Cocoa has the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution, delivery and performance hereof by Cocoa, (i) has been duly authorized by the City Council of Cocoa; (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of Cocoa, except as otherwise provided herein.

4. **REPRESENTATIONS OF ROCKLEDGE.** Rockledge makes the following representations to Cocoa:

   4.1 Rockledge is duly organized and in good standing under the laws of the State of Florida, and is duly authorized to carry on the governmental functions and operations set forth in this Agreement.

   4.2 Rockledge has the power, authority, and legal right to enter into and perform the obligations set forth in this Agreement, and the execution, delivery and

performance hereof by Rockledge (i) has been duly authorized by the City Council of Rockledge; (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of Rockledge, except as otherwise provided herein.

5. **STATUTORY AUTHORITY.** This Agreement shall be considered an Agreement pursuant to Section 163.01, Florida Statutes. A true and correct copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Brevard County, Florida, by Cocoa and Cocoa shall provide Rockledge a recorded copy of the Interlocal Agreement upon receipt from the Clerk of the Circuit Court.

6. **TERM; TERMINATION.** This Agreement shall be for a term of one (1) school year, commencing on the first day of the school year and terminating on the last day of the school year. This Agreement shall be renewable annually by mutual written consent of Cocoa and Rockledge. Notwithstanding, either party may terminate this Agreement with thirty (30) days written notice to the other party.

7. **DUTIES AND OBLIGATIONS OF ROCKLEDGE.**

7.1 Rockledge agrees to provide school crossing guard services at the intersection of Fiske Boulevard and Rosa L. Jones Street for the purpose of accommodating the safe travel of students traveling to and from Ronald McNair Middle School located within Rockledge on Rosa L. Jones Street.

7.2 Rockledge agrees to provide a state-certified school crossing guard and any equipment necessary for the crossing guard to carry out his or her official duties.

7.3 Rockledge shall deliver to Cocoa an itemized invoice of fees and costs incurred for any crossing guard services provided pursuant to this Agreement.

8. **DUTIES AND OBLIGATIONS OF COCOA.**

8.1 Cocoa agrees to compensate Rockledge to offset the costs directly related to Rockledge providing crossing guard services pursuant to this Agreement. Such compensation shall not exceed Thirty Dollars ($30.00) per day such crossing guard services are provided or Five Thousand Nine Hundred Dollars ($5,900.00) per school year.

8.2 Cocoa shall make payment of any moneys due by it directly to Rockledge. Cocoa shall remit payment to Rockledge no later than thirty (30) business days after receipt of invoice.

9. **MISCELLANEOUS TERMS AND CONDITIONS.**

9.1 Notices. All notices and correspondence shall be (i) hand delivered (with signed acknowledgment of receipt or affidavit of delivery), (ii) delivered by registered or certified mail, return receipt requested, or (iii) delivered by overnight carrier with signed acknowledgment of receipt. All such notices and correspondence shall be sent to the respective parties, with copies forwarded to their agents or attorneys, at the addresses set forth below or at such other addresses as the parties hereto shall designate to each other in writing.

(a) if to Cocoa:
City of Cocoa
City Manager
65 Stone Street
Cocoa, FL 32922-1750
Telephone: (321) 433-8680
Facsimile: (321) 433-8690

(b) if to Rockledge:
City of Rockledge
City Manager
1600 Huntington Lane
Rockledge, FL 32955-2660
Telephone: (321) 690-3978
Facsimile: (321) 690-3987

Any notice or demand so given, delivered or made by United States Mail, shall be deemed so given, delivered or made three (3) days after the same is deposited in the United States mail, registered or certified, return receipt requested, addressed as above provided, with postage thereon prepaid. Any such notice, demand or document hand delivered or made by overnight carrier shall be deemed to be given, delivered or made upon delivery (or attempted delivery, if deliver is not accepted) of the same at the address where the same is to be given, delivered or made.

9.2 Time. Time is of the essence of this Agreement and every term and provision of this Agreement.

9.3 Severability. It is further understood and agreed that in the event any provision of this Agreement shall be adjudged, decreed, held, or ruled to be invalid, such provision or a portion thereof shall be deemed severable, and it shall not invalidate or impair the Agreement as a whole or any other provision of the Agreement.

9.4 Non-waiver. No covenant, term, condition (or breach thereof), shall be deemed waived, except by written consent of the party against whom the waiver is claimed. A waiver of any covenant, term, or condition (or breach thereof), shall not be deemed to be a waiver of any other covenant, term or condition (or breach thereof).

9.5 Captions. Captions and headings in this Agreement are for convenience only and shall not be relied upon in construing the meaning of this Agreement or any of its provisions.

9.6 Choice of Law; Venue. This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and interpretation of this Agreement and the performance due hereunder. The parties agree that venue shall be exclusively in Brevard County, Florida, for all state disputes or actions which arise out of or are based upon this Agreement, and in Orlando, Florida, for all federal disputes or actions which arise out of or are based upon this Agreement.

9.7 Integration. The drafting, execution, and delivery of this Agreement by the parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. The parties agree that they have both contributed equally to the drafting of this Agreement and this Agreement shall not be construed more favorably against the other in the event of any conflict with regards to the terms and conditions used herein.

9.8 Attorney's Fees. In the event that any party brings suit to enforce any of the provisions of this Agreement, each party agrees to bear its own costs and expenses of such action including, but not limited to, reasonable attorneys' fees, whether at settlement, trial, post judgment, or an appeal.

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

9.10 Liability. Each party to this Agreement shall be responsible for its own actions and omissions, and the actions and omissions of its personnel, in performing its obligations pursuant to the terms and conditions of this Agreement.

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

9.12 Assignment Prohibited; Third Parties. Unless otherwise agreed in writing by Cocoa and Rockledge, this Agreement shall not be assigned in whole or in part. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Cocoa and Rockledge, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Cocoa and Rockledge and not for the benefit of any other party.

9.13 General Liability and Other Insurance. Cocoa and Rockledge shall each maintain in force, at all times during the term of this Agreement, a general liability insurance policy.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year first above written.

CITY OF COCOA, FLORIDA

By: _____
HENRY U. PARRISH, III
Mayor

ATTEST:

By: _____
CARIE SHEALY
City Clerk

CITY OF ROCKLEDGE, FLORIDA

By: _____
THOMAS J. PRICE
Mayor

ATTEST:

By: _____
Lisa C. Nicholas
Public Relations Officer/City Clerk

Legislation Details (With Text)

File #:	18-208	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	5/22/2018			**In control:**	City Council
On agenda:	6/12/2018			**Final action:**	
Title:	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. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	DirectTV contract Dixon.pdf DirectTV contract Brunson.pdf DirectTV contract SR524.pdf Basic Cable Service.msg				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 22, 2018
Agenda Date: June 12, 2018
Prepared By: Gene Prince. Fire Chief
Through: John A. Titkanich Jr., City Manager
Requested Action:
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.

BACKGROUND:

The three new fire station facilities require that cable be run to each new building for TV service and the cost is in excess of $10,000. Because these are new municipal buildings that are no longer grandfathered under old franchise agreements and there will now be a monthly service charge for each location as well. It has been determined that the best direction to take is a satellite television service and the service providers require a 24 month contract. Direct TV does not charge for installation and has the lowest monthly service charge for like services among the providers. The satellite TV service will allow personnel the ability to monitor weather conditions during inclement weather events and meets past practices. The cost for months one through four will be absorbed in the fiscal year 2018 budget and the balance of 20 months will have to be budgeted in fiscal years 2019 and 2020.

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

Budgeted yes

FY18 June-September

Amount Requested $1,102
Account Number 001-2201-522-41-00
Account Name Communication

FY19 October-September

Amount Requested $4,408
Account Number 001-2201-522-41-00
Account Name Communication

FY20 October-May

Amount Requested $ 2,204
Account Number 001-2201-522-41-00
Account Name Communication

Source of Funds: General Revenue

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

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.

DIRECTV FOR BUSINESS DIRECTV TERMS OF SERVICE FOR BUSINESS VIEWING CUSTOMERS

(Effective for accounts activated on or after January 21, 2018 until replaced by DIRECTV)

BUSINESS VIEWING ESTABLISHMENT INFORMATION		
DIRECTV Account Number:	Commercial Establishment Type: Business Viewing	
Bill to ☐ **Service Address** ☐ **Mailing Address**	Number of TVs/receivers: 6/6	
Full Legal Name of Customer:		
Operating Name (if any): City of Cocoa Fire Rescue - Station 1		
Service Address: 1740 Dixon Boulevard Cocoa, FL 32922		
Name of Contact at Service Address: Joanne Soper	Email Address: jsoper@cocoafl.org	
Phone Number: 321-639-7613	Fax Number:	
Mailing Address (if different):		
Name of Contact at Mailing Address:	Email Address:	
Phone Number:	Fax Number:	
Credit Card Number	Expiration:	Security Code:
Legal Structure of Customer: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietor ☐ Government ☐ Other:_____ State of organization (incorporation, principal place of business, state of principal residence):_____		
Federal Tax ID:	Tax Exempt: ☐ Yes ☐ No	
Dealer Name: SEVA DIRECT 1-877-966-7382 Fax: 1-888-699-2098	Dealer #: 1695972	

PROGRAMMING SELECTION & TERMS AND CONDITIONS

Select the Services customer wishes to order by checking the appropriate boxes on the Business Viewing Order Schedule below hereto.

DIRECTV SERVICE WILL BE PROVIDED AT THE RATES SET FORTH ON THE COMMERCIAL RATE CARD IN EFFECT FROM TIME TO TIME (THE "RATE CARD"), WHICH MEANS ALL PRICES CONTAINED ON THE ATTACHED SCHEDULE ARE SUBJECT TO CHANGE EVEN THOUGH YOU MAY BE AGREEING TO A COMMITMENT PERIOD. IN OTHER WORDS, THE ACTUAL RATES WILL INCREASE IF THE RATE ON THE RATE CARD INCREASES, BUT ANY DISCOUNT(S) YOU RECEIVE WILL STILL APPLY, SUBJECT TO ANY EARLY CANCELLATION FEES IN THE EVENT YOU FAIL TO FULFILL YOUR COMMITMENT PERIOD.

PROGRAMMING COMMITMENT. The attached Business Viewing Order Schedule contains details concerning minimum commitment periods for certain DIRECTV programming packages (the "**Services**"). If you have selected a package that requires a minimum commitment period (the "**Commitment Period**"), you must subscribe to the required channels (the "**Required Channels**") within the selected package for the entirety of the stated Commitment Period. After you have fulfilled your Commitment Period, you are not obligated to continue your subscription to the Service for any specific duration.

CONSEQUENCES OF YOUR FAILURE TO SATISFY YOUR MINIMUM COMMITMENT PERIOD. If you fail to maintain your subscription to the Required Channels for the entire Commitment Period, customer will pay DIRECTV an early cancellation fee equal to the amounts set forth on the Business Viewing Order Schedule. Payment of the early cancellation fee is due within thirty (30) days of receipt of a notice of failure to complete the Commitment Period from DIRECTV. If you fail to make payment, DIRECTV may, at its option: (a) charge you for the Required Channels for the entire Commitment Period, and/or (b) pursue legal remedies against you and receive the total amount due.

ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions apply, depending on customer's programming selections. Customer understands and agrees to such additional terms and conditions by checking the boxes on the attached Business Viewing Order Schedule.

INTEGRATION OF COMMERCIAL CUSTOMER AGREEMENT. The terms and conditions of the Commercial Customer Agreement made available at http://www.directv.com/cms3/commercial/pdf/commercial_agreement.pdf, as updated from time to time by DIRECTV, are integrated into and made a part of these terms. To the extent of any specific conflict with the Commercial Customer Agreement, the terms and conditions of these terms will control.

CUSTOMER SIGNATURE: CUSTOMER AGREES TO THESE TERMS, INCLUDING EACH OF THE SCHEDULES ATTACHED HERETO. THESE TERMS ARE NOT BINDING ON DIRECTV UNTIL ACTIVATION. **IF YOU DO NOT COMPLETE YOUR APPLICABLE COMMITMENT PERIOD, EARLY CANCELLATION FEES MAY APPLY.**

Legal Name of Customer: _____ **Name of Person Signing:** Joanne Soper

Operating Name: _____ **Print Title:** _____

Date: 5/3/2018 **Phone:** 321-639-7613 **Signature** _____

DEALER WILL RETAIN A SIGNED COPY OF THESE TERMS OF SERVICE AND MAKE AVAILABLE UPON DIRECTV'S REQUEST

BUSINESS VIEWING ORDER SCHEDULE

Select the Services customer wishes to order by checking the appropriate boxes below and printing the name(s) of the packages in the below Programming Service Summary section. For programming not listed under the Service Offers section, enter the price for each Service selection using the Commercial Rate Card.

PROGRAMMING SERVICE SUMMARY

	Programming (print package selected in the Service Offers Section below plus any additional packages)	Monthly Fee	Annual/Seasonal Fee
1	Business Entertainment	$ 84.99	$
2	Receiver Fee	$ 42.00	$
3		$	$
4		$	$
5		$	$
	Total Programming Payment		$ 126.99

SERVICE OFFERS

(**Offers available until 5/19/18.** 24-month agreement and Auto Bill Pay (ABP) required at point of sale for all packages. Regional Sports Network (RSN) fee may apply in certain markets for BUSINESS XTRA PACK. Additional fees apply. See page 3-4 for additional terms and conditions.)

Select	Package	Regular Rate (Monthly)	Promotional Rate (monthly for 12 months, except as otherwise stated below)
☐	BUSINESS XTRA PACK	$111.99	$84.99 for 24 months
☐	BUSINESS XTRA PACK	$111.99	$84.99
☐	BUSINESS XTRA PACK – with $0 NFL SUNDAY TICKET†	$111.99	$84.99
☐	BUSINESS ENTERTAINMENT™ PACK	$84.99	$64.99
☐	BUSINESS ENTERTAINMENT™ PACK – with $0 NFL SUNDAY TICKET†	$84.99	$64.99
☐	BUSINESS SELECT™ PACK	$63.99	$39.99 for 24 months
☐	BUSINESS SELECT™ PACK	$63.99	$39.99
☐	COMMERCIAL BASIC™	$24.99	$24.99
☐	COMERCIAL ÓPTIMO MÁS PACK	$77.99	$49.99

Select	International Language Add-On Packages^	Regular Rate (Monthly)
☐	Americas Plus™	$24.99
☐	ChineseDirect™	$37.99
☐	DIRECTV Deportes	$24.99
☐	En Espanol	$44.99
☐	FilipinoDirect™	$39.99
☐	KoreanDirect™	$33.99
☐	MandarinDirect™ III	$23.99
☐	Mexico Plus™	$24.99
☐	RTR Planeta	$20.99
☐	RussianDirect™	$37.99
☐	RussianDirect™ II	$43.99
☐	TFCDirect™	$29.99
☐	VietDirect™ Plus	$26.99

Offers end 5/19/18; on approved credit. New approved commercial customers only. Credit card req'd (except MA & PA) ALL DIRECTV OFFERS REQUIRE 24-MO TV AGREEMENT. **IN THE EVENT YOU FAIL TO MAINTAIN YOUR PROGRAMMING AGREEMENT, YOU AGREE THAT DIRECTV MAY CHARGE YOU AN EARLY CANCELLATION FEE OF UP TO $20/MO FOR EACH MONTH REMAINING ON AGMT.** ADD'L FEES APPLY. Eligibility for local channels based on service address. Not all networks available in all markets. Additional receiver fee applies. Regional Sports Network (RSN) fee of up to $5.99 applies in certain markets for BUSINESS XTRA PACK. RSN fees are updated biannually based on the presence of RSNs programming in applicable ZIP codes.

†Customers activating BUSINESS XTRA PACK or BUSINESS ENTERTAINMENT PACK are eligible to receive the 2018 season of NFL SUNDAY TICKET at no additional cost. Subject to the terms and conditions on page 3. ^Requires subscription to a base package.

Music Channels Offer:	
☐	**Yes, I would like to receive Music Channels for three months at no extra cost.** By checking this box, I agree to activate BUSINESS SELECT PACK or above including local channels (where available) without interruption for twenty-four (24) consecutive months in order to receive Music Channels for 3 months at no extra cost After 3 mos., then-prevailing rate for Music Channels (currently $37.99/mo.) applies unless canceled or changed by customer prior to end of the promotional period.

2018 NFL SUNDAY TICKET Early Bird Programming Offer:	
☐	**2018 NFL SUNDAY TICKET Early Bird Programming 5-Pay Promotional Offer:** If ordered by 5/19/18 and activated by 6/18/18, you agree to five monthly payments of $113.80. First payment due upon activation.
☐	**2018 NFL SUNDAY TICKET Early Bird Programming 1-Pay Promotional Offer:** If ordered by 5/19/18 and activated by 6/18/18, you agree to one payment of $569.00 due upon activation

NBA League Pass Midseason Programming Offer:	
☐	**NBA League Pass Midseason Programming 1-Pay Promotional Offer:** If ordered by 3/11/18 and activated by 4/11/18, you agree to one monthly payment of $99.00 due upon activation.

NHL® Center Ice® Midseason Programming Offer:	
☐	**NHL Center Ice Midseason Programming 1-Pay Promotional Offer:** If ordered by 3/7/18 and activated by 4/7/18, you agree to one monthly payment of $248.00 due upon activation.

MLB EXTRA INNINGS Programming Offer:	
☐	**MLB EXTRA INNINGS Season 5-Pay Promotional Offer:** If ordered between 2/22/18 and 5/1/18 and activated by 5/31/18, you agree to five monthly payments of $119.80. First payment due upon activation
☐	**MLB EXTRA INNINGS Season 1-Pay Promotional Offer:** If ordered between 2/22/18 and 8/31/18 and activated by 9/30/18, you agree to one payment of $599.00. First payment due upon activation.

ESPN College Extra Season Programming Offer:	
☐	**ESPN College Extra 3-Installment Offer** You agree to three payments of $55.00. First payment due upon activation.

ADDITIONAL TERMS AND CONDITIONS

New approved commercial customers only. Credit card req'd (except MA & PA). ALL DIRECTV OFFERS REQUIRE 24-MO TV AGREEMENT. EARLY CANCELLATION FEE OF UP TO $20/MO FOR EACH MONTH REMAINING ON AGMT ADD'L FEES APPLY BASE PACKAGE OFFERS: Package offers end 5/19/18. After 12 mos., then-prevailing rate for base package applies (currently $63 99/mo. for BUSINESS SELECT PACK, $84.99/mo. for BUSINESS ENTERTAINMENT PACK, and $111.99/mo. for BUSINESS XTRA PACK) unless canceled or changed by customer prior to end of the promotional period ABP OFFER: New customers who subscribe to BUSINESS SELECT PACK or above with 24-mo agmt. and enroll in Auto Bill Pay will receive $10/mo. bill credit for 24 mos starting in the 2nd mo. After (24 mos.) the credit will end and services will automatically continue at the then-prevailing rate BUSINESS SELECT PACK 24/MO. OFFER: To receive the promotional price of $39.99/mo , a 24/mo. agreement is required. After 24 mos , then-prevailing rate for base pkg. applies unless canceled or changed by customer prior to end of the promotional period. Not stackable with any base package offers. BUSINESS XTRA PACK 24/MO. OFFER: To receive the promotional price of $84.99/mo., a 24/mo. agreement is required. After 24 mos., then-prevailing rate for base pkg. applies unless canceled or changed by customer prior to end of the promotional period. Not stackable with any base package offers. MUSIC CHANNELS OFFER After 3 mos., then-prevailing rate for Music Channels (currently $37.99/mo) applies unless canceled or changed by customer prior to end of the promotional period. 2018 NFL SUNDAY TICKET INCLUDED AT NO EXTRA COST OFFER: Requires activation of BUSINESS XTRA PACK or BUSINESS ENTERTAINMENT PACK 2018 NFL SUNDAY TICKET early bird retail price is $569. **Customers activating BUSINESS XTRA PACK or BUSINESS ENTERTAINMENT are eligible to receive the 2018 season of NFL SUNDAY TICKET at no additional cost.** The remaining balance of NFL SUNDAY TICKET will be charged to customer's account in the event of early disconnect NFL SUNDAY TICKET consists of all live out-of-market NFL games (based on customer's service address) broadcast on FOX and CBS. However, games broadcast by your local FOX or CBS affiliate, and select international games, will not be available in NFL SUNDAY TICKET Other conditions apply. **LIMIT ONE NFL SUNDAY TICKET OFFER PER ACCOUNT.** Offer void where prohibited or restricted. **NFL SUNDAY TICKET subscription will automatically continue in 2019 and each season thereafter at then prevailing rate unless customer calls 1-866-945-9940 to cancel prior to start of season.** Subscription cannot be canceled (in part or in whole) after the start of the season and subscription fee cannot be refunded. Commercial locations require an appropriate licensee agreement. NFL, the NFL Shield design and the NFL SUNDAY TICKET name and logo are registered trademarks of the NFL and its affiliates NFL team names and uniform designs are registered trademarks of the teams indicated. 2018 NFL SUNDAY TICKET EARLY BIRD OFFER: In order to receive NFL SUNDAY TICKET, customers must subscribe to a commercial base programming package. New NFL SUNDAY TICKET subscribers must order by 5/19/18 and activate by 6/18/18 to be eligible for the early bird 5-Pay or 1-Pay option The remaining balance of NFL SUNDAY TICKET will be charged to customer's account in the event of early disconnect NFL SUNDAY TICKET consists of all live out-of-market NFL games (based on customer's service address) broadcast on FOX and CBS However, games broadcast by your local FOX or CBS affiliate, and select international games, will not be available in NFL SUNDAY TICKET. Other conditions apply LIMIT ONE NFL SUNDAY TICKET OFFER PER ACCOUNT. Offer void where prohibited or restricted. **NFL SUNDAY TICKET subscription will automatically continue in 2019 and each season thereafter**

at then prevailing rate unless customer calls 1-866-945-9940 to cancel prior to start of season. Subscription cannot be canceled (in part or in whole) after the start of the season and subscription fee cannot be refunded Commercial locations require an appropriate licensee agreement. NFL, the NFL Shield design and the NFL SUNDAY TICKET name and logo are registered trademarks of the NFL and its affiliates. NFL team names and uniform designs are registered trademarks of the teams indicated. **NBA LEAGUE PASS MIDSEASON PROGRAMMING Offer**: New NBA League Pass Subscribers To receive NBA League Pass, a DIRECTV commercial subscription to a base programming package is required Customers must order by 3/11/18 and activate by 4/11/18 to be eligible for the 1-Pay option IN THE EVENT OF AN EARLY DISCONNECT, THE REMAINING BALANCE OF NBA LEAGUE PASS WILL BE CHARGED TO CUSTOMER'S ACCOUNT. **LIMIT ONE NBA LEAGUE PASS OFFER PER ACCOUNT. NBA LEAGUE PASS subscription will automatically continue in 2018 and each season thereafter at then prevailing rate unless customer calls 1-866-771-1523 to cancel prior to start of season.** Programming, pricing, terms and conditions subject to change at any time. NBA, the NBA logo and team identifications are the exclusive intellectual property of NBA Properties, Inc., and the respective member teams. Actual number of games varies by market. Blackout restrictions and other conditions apply **NHL CENTER ICE MIDSEASON PROGRAMMING OFFER**: New NHL Center Ice Subscribers To receive NHL CENTER ICE, a DIRECTV commercial subscription to a base programming package or above is required. Customers must order by 3/7/18 and activate by 4/7/18 to be eligible for the 1-Pay option IN THE EVENT OF EARLY DISCONNECT, THE REMAINING BALANCE OF NHL CENTER ICE WILL BE CHARGED TO CUSTOMERS ACCOUNT. **LIMIT ONE NHL CENTER ICE PROMOTIONAL OFFER PER ACCOUNT. NHL CENTER ICE subscription will automatically continue in 2018 and each season thereafter at then prevailing rate unless customer calls 1-866-771-1523 to cancel prior to start of season.** Programming, pricing, terms and conditions subject to change at any time NHL, the NHL Shield and Center Ice name and logo are registered trademarks and The Game Lives Where You Do is a trademark of the National Hockey League. NHL and NHL team marks are the property of the NHL and its teams. ©NHL 2018. All rights reserved. Blackout restrictions and other conditions apply. **MLB EXTRA INNINGS OFFER:** To receive MLB EXTRA INNINGS, a subscription to a commercial base programming package is required Customers must order by 5/1/18 and activate by 5/31/18 to be eligible for the 5-Pay option, or order by 8/31/18 and activate by 9/30/18 to be eligible for the 1-Pay option. IN THE EVENT OF AN EARLY DISCONNECT, THE REMAINING BALANCE OF MLB XTRA INNINGS WILL BE CHARGED TO CUSTOMER'S ACCOUNT **LIMIT ONE MLB EXTRA INNINGS OFFER PER ACCOUNT MLB EXTRA INNINGS continues automatically provided DIRECTV carries this service, unless the customer calls 1-866-771-1523 to cancel prior to the start of the season.** Programming, pricing, terms and conditions subject to change at any time Major League Baseball trademarks and copyrights are used with permission of the applicable MLB entities. All rights reserved Visit the official website at MLB.com. MLB: Mitchell Layton/Getty Images. **ESPN COLLEGE EXTRA OFFER**: To receive ESPN College Extra, customer must subscribe to a commercial base programming package. Upon activation of ESPN College Extra, DIRECTV will bill the customer's account the first of three installment payments (1 of 3) for three mos , with the first payment due at the commencement of the service Provided DIRECTV carries this service, the ESPN College Extra billing cycle will resume automatically on the anniversary date of the start of the prior year's billing cycle. ESPN College Extra subscription cannot be transferred, refunded or credited (in whole or in part) after customer has received 30 days of ESPN College Extra programming. **Customer must call 1-877-561-5926 to cancel their subscription no later than 30 days after their first installment payment** Actual number of games varies by market Games telecast locally may be included in ESPN College Extra. Offer void where prohibited or restricted. Actual number of games varies by market. Blackout rules and other restrictions apply to all sports programming. **HARDWARE OFFER**: Programming agreement, as defined by customer's commercial programming rate card, required. Offer available to new commercial customers in commercial structures no more than three stories high. No single-family residences allowed. New BUSINESS XTRA PACK, BUSINESS ENTERTAINMENT PACK and BUSINESS SELECT PACK customers are eligible for up to four High Definition (HD) Receivers. Make and model of system at DIRECTV's sole discretion. Offer void where prohibited or restricted. **DIRECTV SVC TERMS: Subject to terms of DIRECTV Commercial Customer Agreement. Add'l fees & Terms:** Regional Sports Network (RSN) fee of up to $5.99 applies in certain markets for BUSINESS XTRA PACK. RSN fees are updated biannually based on the presence of RSNs and/or Collegiate-In-Market programming in applicable ZIP codes. Receiver fees of $7/mo. each apply for 1st - 9th receivers, $4/mo. each for 10th - 21st receivers; $2/mo. each for 22nd and each additional receiver. $19.95 Handling and Delivery fee may apply. Taxes not included. Programming, pricing, terms and conditions subject to change at any time **Installation:** Standard commercial installation included for BUSINESS SELECT PACK and above customers. Complex/custom installation extra. $49 standard installation applies for COMMERCIAL BASIC customers. Applicable use tax adjustment may apply on retail value of installation. Visit **directv.com/legal** or call for details To access High Definition (HD) programming, HD equipment required. Number of HD channels based on package selection Eligibility for local channels based on service address. Not all networks available in all markets All DIRECTV Receivers must be continuously connected to the same land-based phone line or the Internet. ©2018 AT&T Intellectual Property. All Rights Reserved AT&T, Globe logo, DIRECTV, and all other DIRECTV marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks are the property of their respective owners.

DIRECTV FOR BUSINESS DIRECTV TERMS OF SERVICE FOR BUSINESS VIEWING CUSTOMERS

(Effective for accounts activated on or after January 21, 2018 until replaced by DIRECTV)

BUSINESS VIEWING ESTABLISHMENT INFORMATION		
DIRECTV Account Number:	Commercial Establishment Type: Business Viewing	
Bill to ☐ **Service Address** ☐ **Mailing Address**	Number of TVs/receivers: 2/2	
Full Legal Name of Customer.		
Operating Name (if any): City of Cocoa Fire Rescue - Station 2		
Service Address: 300 Brunson Boulevard Cocoa, FL 32922		
Name of Contact at Service Address Joanne Soper	Email Address: jsoper@cocoafl.org	
Phone Number: 321-433-8688	Fax Number:	
Mailing Address (if different): 1740 Dixon Boulevard Cocoa, FL 32922		
Name of Contact at Mailing Address:	Email Address:	
Phone Number 321-639-7613	Fax Number:	
Credit Card Number	Expiration:	Security Code:
Legal Structure of Customer: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietor ☐ Government ☐ Other:_____ State of organization (incorporation, principal place of business, state of principal residence):_____		
Federal Tax ID:	Tax Exempt: ☐ Yes ☐ No	
Dealer Name SEVA DIRECT 1-877-966-7382 Fax: 1-888-699-2098	Dealer #: 1695972	

PROGRAMMING SELECTION & TERMS AND CONDITIONS

Select the Services customer wishes to order by checking the appropriate boxes on the Business Viewing Order Schedule below hereto.

DIRECTV SERVICE WILL BE PROVIDED AT THE RATES SET FORTH ON THE COMMERCIAL RATE CARD IN EFFECT FROM TIME TO TIME (THE "RATE CARD"), WHICH MEANS ALL PRICES CONTAINED ON THE ATTACHED SCHEDULE ARE SUBJECT TO CHANGE EVEN THOUGH YOU MAY BE AGREEING TO A COMMITMENT PERIOD. IN OTHER WORDS, THE ACTUAL RATES WILL INCREASE IF THE RATE ON THE RATE CARD INCREASES, BUT ANY DISCOUNT(S) YOU RECEIVE WILL STILL APPLY, SUBJECT TO ANY EARLY CANCELLATION FEES IN THE EVENT YOU FAIL TO FULFILL YOUR COMMITMENT PERIOD.

PROGRAMMING COMMITMENT. The attached Business Viewing Order Schedule contains details concerning minimum commitment periods for certain DIRECTV programming packages (the "**Services**"). If you have selected a package that requires a minimum commitment period (the "**Commitment Period**"), you must subscribe to the required channels (the "**Required Channels**") within the selected package for the entirety of the stated Commitment Period. After you have fulfilled your Commitment Period, you are not obligated to continue your subscription to the Service for any specific duration.

CONSEQUENCES OF YOUR FAILURE TO SATISFY YOUR MINIMUM COMMITMENT PERIOD. If you fail to maintain your subscription to the Required Channels for the entire Commitment Period, customer will pay DIRECTV an early cancellation fee equal to the amounts set forth on the Business Viewing Order Schedule. Payment of the early cancellation fee is due within thirty (30) days of receipt of a notice of failure to complete the Commitment Period from DIRECTV. If you fail to make payment, DIRECTV may, at its option: (a) charge you for the Required Channels for the entire Commitment Period, and/or (b) pursue legal remedies against you and receive the total amount due.

ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions apply, depending on customer's programming selections. Customer understands and agrees to such additional terms and conditions by checking the boxes on the attached Business Viewing Order Schedule.

INTEGRATION OF COMMERCIAL CUSTOMER AGREEMENT. The terms and conditions of the Commercial Customer Agreement made available at http://www.directv.com/cms3/commercial/pdf/commercial_agreement.pdf, as updated from time to time by DIRECTV, are integrated into and made a part of these terms. To the extent of any specific conflict with the Commercial Customer Agreement, the terms and conditions of these terms will control.

CUSTOMER SIGNATURE: CUSTOMER AGREES TO THESE TERMS, INCLUDING EACH OF THE SCHEDULES ATTACHED HERETO. THESE TERMS ARE NOT BINDING ON DIRECTV UNTIL ACTIVATION. **IF YOU DO NOT COMPLETE YOUR APPLICABLE COMMITMENT PERIOD, EARLY CANCELLATION FEES MAY APPLY.**

Legal Name of Customer: _____ **Name of Person Signing:** Joanne Soper

Operating Name: City of Cocoa Fire Rescue - Station 2 **Print Title:** _____

Date 5/3/2018 **Phone:** 321-433-8688 **Signature** _____

DEALER WILL RETAIN A SIGNED COPY OF THESE TERMS OF SERVICE AND MAKE AVAILABLE UPON DIRECTV'S REQUEST

BUSINESS VIEWING ORDER SCHEDULE

Select the Services customer wishes to order by checking the appropriate boxes below and printing the name(s) of the packages in the below Programming Service Summary section. For programming not listed under the Service Offers section, enter the price for each Service selection using the Commercial Rate Card.

PROGRAMMING SERVICE SUMMARY

	Programming (print package selected in the Service Offers Section below plus any additional packages)	Monthly Fee	Annual/Seasonal Fee
1	Business Entertainment	$ 84.99	$
2	Receiver Fee	$ 14.00	$
3		$	$
4		$	$
5		$	$
	Total Programming Payment		$ 98.99

SERVICE OFFERS

(**Offers available until 5/19/18.** 24-month agreement and Auto Bill Pay (ABP) required at point of sale for all packages. Regional Sports Network (RSN) fee may apply in certain markets for BUSINESS XTRA PACK. Additional fees apply. See page 3-4 for additional terms and conditions.)

Select	Package	Regular Rate (Monthly)	Promotional Rate (monthly for 12 months, except as otherwise stated below)
☐	BUSINESS XTRA PACK	$111.99	$84.99 for 24 months
☐	BUSINESS XTRA PACK	$111.99	$84.99
☐	BUSINESS XTRA PACK – with $0 NFL SUNDAY TICKET†	$111.99	$84.99
☐	BUSINESS ENTERTAINMENT™ PACK	$84.99	$64.99
☐	BUSINESS ENTERTAINMENT™ PACK – with $0 NFL SUNDAY TICKET†	$84.99	$64.99
☐	BUSINESS SELECT™ PACK	$63.99	$39.99 for 24 months
☐	BUSINESS SELECT™ PACK	$63.99	$39.99
☐	COMMERCIAL BASIC™	$24.99	$24.99
☐	COMERCIAL ÓPTIMO MÁS PACK	$77.99	$49.99

Select	International Language Add-On Packages^	Regular Rate (Monthly)
☐	Americas Plus™	$24.99
☐	ChineseDirect™	$37.99
☐	DIRECTV Deportes	$24.99
☐	En Espanol	$44.99
☐	FilipinoDirect™	$39.99
☐	KoreanDirect™	$33.99
☐	MandarinDirect™ III	$23.99
☐	Mexico Plus™	$24.99
☐	RTR Planeta	$20.99
☐	RussianDirect™	$37.99
☐	RussianDirect™ II	$43.99
☐	TFCDirect™	$29.99
☐	VietDirect™ Plus	$26.99

Offers end 5/19/18, on approved credit. New approved commercial customers only. Credit card req'd (except MA & PA). ALL DIRECTV OFFERS REQUIRE 24-MO TV AGREEMENT. IN THE EVENT YOU FAIL TO MAINTAIN YOUR PROGRAMMING AGREEMENT, YOU AGREE THAT DIRECTV MAY CHARGE YOU AN EARLY CANCELLATION FEE OF UP TO $20/MO FOR EACH MONTH REMAINING ON AGMT. ADD'L FEES APPLY. Eligibility for local channels based on service address. Not all networks available in all markets. Additional receiver fee applies. Regional Sports Network (RSN) fee of up to $5.99 applies in certain markets for BUSINESS XTRA PACK. RSN fees are updated biannually based on the presence of RSNs programming in applicable ZIP codes.

†Customers activating BUSINESS XTRA PACK or BUSINESS ENTERTAINMENT PACK are eligible to receive the 2018 season of NFL SUNDAY TICKET at no additional cost. Subject to the terms and conditions on page 3. ^Requires subscription to a base package.

Music Channels Offer:	
☐	**Yes, I would like to receive Music Channels for three months at no extra cost.** By checking this box, I agree to activate BUSINESS SELECT PACK or above including local channels (where available) without interruption for twenty-four (24) consecutive months in order to receive Music Channels for 3 months at no extra cost. After 3 mos., then-prevailing rate for Music Channels (currently $37.99/mo) applies unless canceled or changed by customer prior to end of the promotional period.

2018 NFL SUNDAY TICKET Early Bird Programming Offer:	
☐	**2018 NFL SUNDAY TICKET Early Bird Programming 5-Pay Promotional Offer:** If ordered by 5/19/18 and activated by 6/18/18, you agree to five monthly payments of $113.80 First payment due upon activation.
☐	**2018 NFL SUNDAY TICKET Early Bird Programming 1-Pay Promotional Offer:** If ordered by 5/19/18 and activated by 6/18/18, you agree to one payment of $569.00 due upon activation

NBA League Pass Midseason Programming Offer:	
☐	**NBA League Pass Midseason Programming 1-Pay Promotional Offer:** If ordered by 3/11/18 and activated by 4/11/18, you agree to one monthly payment of $99.00 due upon activation.

NHL® Center Ice® Midseason Programming Offer:	
☐	**NHL Center Ice Midseason Programming 1-Pay Promotional Offer:** If ordered by 3/7/18 and activated by 4/7/18, you agree to one monthly payment of $248.00 due upon activation.

MLB EXTRA INNINGS Programming Offer:	
☐	**MLB EXTRA INNINGS Season 5-Pay Promotional Offer:** If ordered between 2/22/18 and 5/1/18 and activated by 5/31/18, you agree to five monthly payments of $119.80. First payment due upon activation.
☐	**MLB EXTRA INNINGS Season 1-Pay Promotional Offer:** If ordered between 2/22/18 and 8/31/18 and activated by 9/30/18, you agree to one payment of $599.00. First payment due upon activation.

ESPN College Extra Season Programming Offer:	
☐	**ESPN College Extra 3-Installment Offer** You agree to three payments of $55.00. First payment due upon activation.

ADDITIONAL TERMS AND CONDITIONS

New approved commercial customers only. Credit card req'd (except MA & PA). ALL DIRECTV OFFERS REQUIRE 24-MO TV AGREEMENT. EARLY CANCELLATION FEE OF UP TO $20/MO. FOR EACH MONTH REMAINING ON AGMT. ADD'L FEES APPLY. BASE PACKAGE OFFERS: Package offers end 5/19/18. After 12 mos., then-prevailing rate for base package applies (currently: $63.99/mo. for BUSINESS SELECT PACK; $84.99/mo. for BUSINESS ENTERTAINMENT PACK, and $111 99/mo. for BUSINESS XTRA PACK) unless canceled or changed by customer prior to end of the promotional period ABP OFFER: New customers who subscribe to BUSINESS SELECT PACK or above with 24-mo. agmt. and enroll in Auto Bill Pay will receive $10/mo bill credit for 24 mos starting in the 2nd mo. After (24 mos.) the credit will end and services will automatically continue at the then-prevailing rate BUSINESS SELECT PACK 24/MO. OFFER: To receive the promotional price of $39.99/mo., a 24/mo. agreement is required. After 24 mos , then-prevailing rate for base pkg applies unless canceled or changed by customer prior to end of the promotional period Not stackable with any base package offers. BUSINESS XTRA PACK 24/MO. OFFER: To receive the promotional price of $84.99/mo., a 24/mo agreement is required. After 24 mos., then-prevailing rate for base pkg. applies unless canceled or changed by customer prior to end of the promotional period. Not stackable with any base package offers. MUSIC CHANNELS OFFER. After 3 mos., then-prevailing rate for Music Channels (currently $37.99/mo.) applies unless canceled or changed by customer prior to end of the promotional period. 2018 NFL SUNDAY TICKET INCLUDED AT NO EXTRA COST OFFER: Requires activation of BUSINESS XTRA PACK or BUSINESS ENTERTAINMENT PACK. 2018 NFL SUNDAY TICKET early bird retail price is $569. **Customers activating BUSINESS XTRA PACK or BUSINESS ENTERTAINMENT are eligible to receive the 2018 season of NFL SUNDAY TICKET at no additional cost.** The remaining balance of NFL SUNDAY TICKET will be charged to customer's account in the event of early disconnect NFL SUNDAY TICKET consists of all live out-of-market NFL games (based on customer's service address) broadcast on FOX and CBS However, games broadcast by your local FOX or CBS affiliate, and select international games, will not be available in NFL SUNDAY TICKET Other conditions apply. LIMIT ONE NFL SUNDAY TICKET OFFER PER ACCOUNT. Offer void where prohibited or restricted. **NFL SUNDAY TICKET subscription will automatically continue in 2019 and each season thereafter at then prevailing rate unless customer calls 1-866-945-9940 to cancel prior to start of season.** Subscription cannot be canceled (in part or in whole) after the start of the season and subscription fee cannot be refunded. Commercial locations require an appropriate licensee agreement. NFL. the NFL Shield design and the NFL SUNDAY TICKET name and logo are registered trademarks of the NFL and its affiliates. NFL team names and uniform designs are registered trademarks of the teams indicated. 2018 NFL SUNDAY TICKET EARLY BIRD OFFER: In order to receive NFL SUNDAY TICKET, customers must subscribe to a commercial base programming package. New NFL SUNDAY TICKET subscribers must order by 5/19/18 and activate by 6/18/18 to be eligible for the early bird 5-Pay or 1-Pay option. The remaining balance of NFL SUNDAY TICKET will be charged to customer's account in the event of early disconnect NFL SUNDAY TICKET consists of all live out-of-market NFL games (based on customer's service address) broadcast on FOX and CBS. However, games broadcast by your local FOX or CBS affiliate, and select international games, will not be available in NFL SUNDAY TICKET. Other conditions apply LIMIT ONE NFL SUNDAY TICKET OFFER PER ACCOUNT. Offer void where prohibited or restricted. **NFL SUNDAY TICKET subscription will automatically continue in 2019 and each season thereafter**

at then prevailing rate unless customer calls 1-866-945-9940 to cancel prior to start of season. Subscription cannot be canceled (in part or in whole) after the start of the season and subscription fee cannot be refunded. Commercial locations require an appropriate licensee agreement. NFL, the NFL Shield design and the NFL SUNDAY TICKET name and logo are registered trademarks of the NFL and its affiliates. NFL team names and uniform designs are registered trademarks of the teams indicated. NBA LEAGUE PASS MIDSEASON PROGRAMMING Offer: New NBA League Pass Subscribers. To receive NBA League Pass, a DIRECTV commercial subscription to a base programming package is required. Customers must order by 3/11/18 and activate by 4/11/18 to be eligible for the 1-Pay option IN THE EVENT OF AN EARLY DISCONNECT, THE REMAINING BALANCE OF NBA LEAGUE PASS WILL BE CHARGED TO CUSTOMER'S ACCOUNT LIMIT ONE NBA LEAGUE PASS OFFER PER ACCOUNT. **NBA LEAGUE PASS subscription will automatically continue in 2018 and each season thereafter at then prevailing rate unless customer calls 1-866-771-1523 to cancel prior to start of season.** Programming, pricing, terms and conditions subject to change at any time NBA, the NBA logo and team identifications are the exclusive intellectual property of NBA Properties, Inc., and the respective member teams. Actual number of games varies by market. Blackout restrictions and other conditions apply NHL CENTER ICE MIDSEASON PROGRAMMING OFFER: New NHL Center Ice Subscribers. To receive NHL CENTER ICE, a DIRECTV commercial subscription to a base programming package or above is required. Customers must order by 3/7/18 and activate by 4/7/18 to be eligible for the 1-Pay option. IN THE EVENT OF EARLY DISCONNECT, THE REMAINING BALANCE OF NHL CENTER ICE WILL BE CHARGED TO CUSTOMERS ACCOUNT LIMIT ONE NHL CENTER ICE PROMOTIONAL OFFER PER ACCOUNT NHL CENTER ICE **subscription will automatically continue in 2018 and each season thereafter at then prevailing rate unless customer calls 1-866-771-1523 to cancel prior to start of season.** Programming, pricing, terms and conditions subject to change at any time. NHL, the NHL Shield and Center Ice name and logo are registered trademarks and The Game Lives Where You Do is a trademark of the National Hockey League NHL and NHL team marks are the property of the NHL and its teams. ©NHL 2018. All rights reserved. Blackout restrictions and other conditions apply. MLB EXTRA INNINGS OFFER: To receive MLB EXTRA INNINGS, a subscription to a commercial base programming package is required Customers must order by 5/1/18 and activate by 5/31/18 to be eligible for the 5-Pay option, or order by 8/31/18 and activate by 9/30/18 to be eligible for the 1-Pay option IN THE EVENT OF AN EARLY DISCONNECT, THE REMAINING BALANCE OF MLB XTRA INNINGS WILL BE CHARGED TO CUSTOMER'S ACCOUNT. LIMIT ONE MLB EXTRA INNINGS OFFER PER ACCOUNT. **MLB EXTRA INNINGS continues automatically provided DIRECTV carries this service, unless the customer calls 1-866-771-1523 to cancel prior to the start of the season.** Programming, pricing, terms and conditions subject to change at any time. Major League Baseball trademarks and copyrights are used with permission of the applicable MLB entities All rights reserved. Visit the official website at MLB.com MLB: Mitchell Layton/Getty Images. ESPN COLLEGE EXTRA OFFER: To receive ESPN College Extra, customer must subscribe to a commercial base programming package. Upon activation of ESPN College Extra, DIRECTV will bill the customer's account the first of three installment payments (1 of 3) for three mos., with the first payment due at the commencement of the service. Provided DIRECTV carries this service, the ESPN College Extra billing cycle will resume automatically on the anniversary date of the start of the prior year's billing cycle. ESPN College Extra subscription cannot be transferred, refunded or credited (in whole or in part) after customer has received 30 days of ESPN College Extra programming. **Customer must call 1-877-561-5926 to cancel their subscription no later than 30 days after their first installment payment.** Actual number of games varies by market. Games telecast locally may be included in ESPN College Extra. Offer void where prohibited or restricted. Actual number of games varies by market Blackout rules and other restrictions apply to all sports programming. HARDWARE OFFER: Programming agreement, as defined by customer's commercial programming rate card, required. Offer available to new commercial customers in commercial structures no more than three stories high No single-family residences allowed. New BUSINESS XTRA PACK, BUSINESS ENTERTAINMENT PACK and BUSINESS SELECT PACK customers are eligible for up to four High Definition (HD) Receivers. Make and model of system at DIRECTV's sole discretion Offer void where prohibited or restricted DIRECTV SVC TERMS: **Subject to terms of DIRECTV Commercial Customer Agreement. Add'l fees & Terms:** Regional Sports Network (RSN) fee of up to $5.99 applies in certain markets for BUSINESS XTRA PACK. RSN fees are updated biannually based on the presence of RSNs and/or Collegiate-In-Market programming in applicable ZIP codes. Receiver fees of $7/mo. each apply for 1st - 9th receivers, $4/mo. each for 10th - 21st receivers; $2/mo each for 22nd and each additional receiver $19 95 Handling and Delivery fee may apply. Taxes not included Programming, pricing, terms and conditions subject to change at any time. **Installation:** Standard commercial installation included for BUSINESS SELECT PACK and above customers Complex/custom installation extra $49 standard installation applies for COMMERCIAL BASIC customers. Applicable use tax adjustment may apply on retail value of installation. Visit **directv.com/legal** or call for details. To access High Definition (HD) programming, HD equipment required. Number of HD channels based on package selection. Eligibility for local channels based on service address. Not all networks available in all markets All DIRECTV Receivers must be continuously connected to the same land-based phone line or the Internet. ©2018 AT&T Intellectual Property. All Rights Reserved. AT&T, Globe logo, DIRECTV, and all other DIRECTV marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks are the property of their respective owners.

DIRECTV FOR BUSINESS DIRECTV TERMS OF SERVICE FOR BUSINESS VIEWING CUSTOMERS

(Effective for accounts activated on or after January 21, 2018 until replaced by DIRECTV)

BUSINESS VIEWING ESTABLISHMENT INFORMATION		
DIRECTV Account Number:	Commercial Establishment Type: Business Viewing	
Bill to ☐ Service Address ☐ Mailing Address	Number of TVs/receivers 2/2	
Full Legal Name of Customer:		
Operating Name (if any): City of Cocoa Fire Rescue - Station 3		
Service Address: 3505 SR 524 Cocoa, FL 32926		
Name of Contact at Service Address: Joanne Soper	Email Address: jsoper@cocoafl.org	
Phone Number: 321-433-8681	Fax Number:	
Mailing Address (if different): 1740 Dixon Boulevard Cocoa, FL 32922		
Name of Contact at Mailing Address:	Email Address:	
Phone Number: 321-639-7613	Fax Number:	
Credit Card Number:	Expiration:	Security Code:
Legal Structure of Customer ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietor ☐ Government ☐ Other: _____ State of organization (incorporation, principal place of business, state of principal residence): _____		
Federal Tax ID:	Tax Exempt ☐ Yes ☐ No	
Dealer Name: SEVA DIRECT 1-877-966-7382 Fax: 1-888-699-2098	Dealer #. 1695972	

PROGRAMMING SELECTION & TERMS AND CONDITIONS

Select the Services customer wishes to order by checking the appropriate boxes on the Business Viewing Order Schedule below hereto.

DIRECTV SERVICE WILL BE PROVIDED AT THE RATES SET FORTH ON THE COMMERCIAL RATE CARD IN EFFECT FROM TIME TO TIME (THE "RATE CARD"), WHICH MEANS ALL PRICES CONTAINED ON THE ATTACHED SCHEDULE ARE SUBJECT TO CHANGE EVEN THOUGH YOU MAY BE AGREEING TO A COMMITMENT PERIOD. IN OTHER WORDS, THE ACTUAL RATES WILL INCREASE IF THE RATE ON THE RATE CARD INCREASES, BUT ANY DISCOUNT(S) YOU RECEIVE WILL STILL APPLY, SUBJECT TO ANY EARLY CANCELLATION FEES IN THE EVENT YOU FAIL TO FULFILL YOUR COMMITMENT PERIOD.

PROGRAMMING COMMITMENT. The attached Business Viewing Order Schedule contains details concerning minimum commitment periods for certain DIRECTV programming packages (the "**Services**"). If you have selected a package that requires a minimum commitment period (the "**Commitment Period**"), you must subscribe to the required channels (the "**Required Channels**") within the selected package for the entirety of the stated Commitment Period. After you have fulfilled your Commitment Period, you are not obligated to continue your subscription to the Service for any specific duration.

CONSEQUENCES OF YOUR FAILURE TO SATISFY YOUR MINIMUM COMMITMENT PERIOD. If you fail to maintain your subscription to the Required Channels for the entire Commitment Period, customer will pay DIRECTV an early cancellation fee equal to the amounts set forth on the Business Viewing Order Schedule. Payment of the early cancellation fee is due within thirty (30) days of receipt of a notice of failure to complete the Commitment Period from DIRECTV. If you fail to make payment, DIRECTV may, at its option: (a) charge you for the Required Channels for the entire Commitment Period, and/or (b) pursue legal remedies against you and receive the total amount due.

ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions apply, depending on customer's programming selections. Customer understands and agrees to such additional terms and conditions by checking the boxes on the attached Business Viewing Order Schedule.

INTEGRATION OF COMMERCIAL CUSTOMER AGREEMENT. The terms and conditions of the Commercial Customer Agreement made available at http://www.directv.com/cms3/commercial/pdf/commercial_agreement.pdf, as updated from time to time by DIRECTV, are integrated into and made a part of these terms. To the extent of any specific conflict with the Commercial Customer Agreement, the terms and conditions of these terms will control.

CUSTOMER SIGNATURE: CUSTOMER AGREES TO THESE TERMS, INCLUDING EACH OF THE SCHEDULES ATTACHED HERETO. THESE TERMS ARE NOT BINDING ON DIRECTV UNTIL ACTIVATION. **IF YOU DO NOT COMPLETE YOUR APPLICABLE COMMITMENT PERIOD, EARLY CANCELLATION FEES MAY APPLY.**

Legal Name of Customer: _____ **Name of Person Signing:** Joanne Soper

Operating Name: City of Cocoa Fire Rescue - Station 3 **Print Title:** _____

Date 5/3/2018 **Phone** 321-433-8681 **Signature:** _____

DEALER WILL RETAIN A SIGNED COPY OF THESE TERMS OF SERVICE AND MAKE AVAILABLE UPON DIRECTV'S REQUEST

DIRECTV TERMS OF SERVICE FOR BUSINESS VIEWING CUSTOMERS (January 21, 2018)

BUSINESS VIEWING ORDER SCHEDULE

Select the Services customer wishes to order by checking the appropriate boxes below and printing the name(s) of the packages in the below Programming Service Summary section. For programming not listed under the Service Offers section, enter the price for each Service selection using the Commercial Rate Card.

PROGRAMMING SERVICE SUMMARY

	Programming (print package selected in the Service Offers Section below plus any additional packages)	Monthly Fee	Annual/Seasonal Fee
1	Business Entertainment	$ 84.99	$
2	Receiver Fee	$ 14.00	$
3		$	$
4		$	$
5		$	$
	Total Programming Payment		$ 98.99

SERVICE OFFERS

(**Offers available until 5/19/18.** 24-month agreement and Auto Bill Pay (ABP) required at point of sale for all packages. Regional Sports Network (RSN) fee may apply in certain markets for BUSINESS XTRA PACK. Additional fees apply. See page 3-4 for additional terms and conditions.)

Select	Package	Regular Rate (Monthly)	Promotional Rate (monthly for 12 months, except as otherwise stated below)
☐	BUSINESS XTRA PACK	$111.99	$84.99 for 24 months
☐	BUSINESS XTRA PACK	$111.99	$84.99
☐	BUSINESS XTRA PACK – with $0 NFL SUNDAY TICKET†	$111.99	$84.99
☐	BUSINESS ENTERTAINMENT™ PACK	$84.99	$64.99
☐	BUSINESS ENTERTAINMENT™ PACK – with $0 NFL SUNDAY TICKET†	$84.99	$64.99
☐	BUSINESS SELECT™ PACK	$63.99	$39.99 for 24 months
☐	BUSINESS SELECT™ PACK	$63.99	$39.99
☐	COMMERCIAL BASIC™	$24.99	$24.99
☐	COMERCIAL ÓPTIMO MÁS PACK	$77.99	$49.99

Select	International Language Add-On Packages^	Regular Rate (Monthly)
☐	Americas Plus™	$24.99
☐	ChineseDirect™	$37.99
☐	DIRECTV Deportes	$24.99
☐	En Espanol	$44.99
☐	FilipinoDirect™	$39.99
☐	KoreanDirect™	$33.99
☐	MandarinDirect™ III	$23.99
☐	Mexico Plus™	$24.99
☐	RTR Planeta	$20.99
☐	RussianDirect™	$37.99
☐	RussianDirect™ II	$43.99
☐	TFCDirect™	$29.99
☐	VietDirect™ Plus	$26.99

Offers end 5/19/18; on approved credit. New approved commercial customers only. Credit card req'd (except MA & PA) ALL DIRECTV OFFERS REQUIRE 24-MO TV AGREEMENT. IN THE EVENT YOU FAIL TO MAINTAIN YOUR PROGRAMMING AGREEMENT, YOU AGREE THAT DIRECTV MAY CHARGE YOU AN EARLY CANCELLATION FEE OF UP TO $20/MO FOR EACH MONTH REMAINING ON AGMT. ADD'L FEES APPLY. Eligibility for local channels based on service address. Not all networks available in all markets. Additional receiver fee applies. Regional Sports Network (RSN) fee of up to $5.99 applies in certain markets for BUSINESS XTRA PACK. RSN fees are updated biannually based on the presence of RSNs programming in applicable ZIP codes.

†Customers activating BUSINESS XTRA PACK or BUSINESS ENTERTAINMENT PACK are eligible to receive the 2018 season of NFL SUNDAY TICKET at no additional cost. Subject to the terms and conditions on page 3. ^Requires subscription to a base package.

Music Channels Offer:	
☐	**Yes, I would like to receive Music Channels for three months at no extra cost.** By checking this box, I agree to activate BUSINESS SELECT PACK or above including local channels (where available) without interruption for twenty-four (24) consecutive months in order to receive Music Channels for 3 months at no extra cost. After 3 mos., then-prevailing rate for Music Channels (currently $37.99/mo) applies unless canceled or changed by customer prior to end of the promotional period.

2018 NFL SUNDAY TICKET Early Bird Programming Offer:	
☐	**2018 NFL SUNDAY TICKET Early Bird Programming 5-Pay Promotional Offer:** If ordered by 5/19/18 and activated by 6/18/18, you agree to five monthly payments of $113.80 First payment due upon activation.
☐	**2018 NFL SUNDAY TICKET Early Bird Programming 1-Pay Promotional Offer:** If ordered by 5/19/18 and activated by 6/18/18, you agree to one payment of $569.00 due upon activation

NBA League Pass Midseason Programming Offer:	
☐	**NBA League Pass Midseason Programming 1-Pay Promotional Offer:** If ordered by 3/11/18 and activated by 4/11/18, you agree to one monthly payment of $99.00 due upon activation.

NHL® Center Ice® Midseason Programming Offer:	
☐	**NHL Center Ice Midseason Programming 1-Pay Promotional Offer:** If ordered by 3/7/18 and activated by 4/7/18, you agree to one monthly payment of $248.00 due upon activation.

MLB EXTRA INNINGS Programming Offer:	
☐	**MLB EXTRA INNINGS Season 5-Pay Promotional Offer:** If ordered between 2/22/18 and 5/1/18 and activated by 5/31/18, you agree to five monthly payments of $119.80. First payment due upon activation.
☐	**MLB EXTRA INNINGS Season 1-Pay Promotional Offer:** If ordered between 2/22/18 and 8/31/18 and activated by 9/30/18, you agree to one payment of $599.00. First payment due upon activation.

ESPN College Extra Season Programming Offer:	
☐	**ESPN College Extra 3-Installment Offer** You agree to three payments of $55.00. First payment due upon activation.

ADDITIONAL TERMS AND CONDITIONS

New approved commercial customers only. Credit card req'd (except MA & PA). ALL DIRECTV OFFERS REQUIRE 24-MO TV AGREEMENT EARLY CANCELLATION FEE OF UP TO $20/MO FOR EACH MONTH REMAINING ON AGMT. ADD'L FEES APPLY. BASE PACKAGE OFFERS: Package offers end 5/19/18. After 12 mos., then-prevailing rate for base package applies (currently: $63.99/mo. for BUSINESS SELECT PACK; $84.99/mo. for BUSINESS ENTERTAINMENT PACK, and $111 99/mo. for BUSINESS XTRA PACK) unless canceled or changed by customer prior to end of the promotional period. ABP OFFER: New customers who subscribe to BUSINESS SELECT PACK or above with 24-mo. agmt. and enroll in Auto Bill Pay will receive $10/mo. bill credit for 24 mos. starting in the 2nd mo. After (24 mos.) the credit will end and services will automatically continue at the then-prevailing rate. BUSINESS SELECT PACK 24/MO. OFFER: To receive the promotional price of $39 99/mo., a 24/mo. agreement is required. After 24 mos., then-prevailing rate for base pkg. applies unless canceled or changed by customer prior to end of the promotional period. Not stackable with any base package offers. BUSINESS XTRA PACK 24/MO. OFFER: To receive the promotional price of $84.99/mo., a 24/mo agreement is required. After 24 mos., then-prevailing rate for base pkg. applies unless canceled or changed by customer prior to end of the promotional period. Not stackable with any base package offers. MUSIC CHANNELS OFFER: After 3 mos., then-prevailing rate for Music Channels (currently $37 99/mo.) applies unless canceled or changed by customer prior to end of the promotional period. 2018 NFL SUNDAY TICKET INCLUDED AT NO EXTRA COST OFFER: Requires activation of BUSINESS XTRA PACK or BUSINESS ENTERTAINMENT PACK. 2018 NFL SUNDAY TICKET early bird retail price is $569. **Customers activating BUSINESS XTRA PACK or BUSINESS ENTERTAINMENT are eligible to receive the 2018 season of NFL SUNDAY TICKET at no additional cost.** The remaining balance of NFL SUNDAY TICKET will be charged to customer's account in the event of early disconnect. NFL SUNDAY TICKET consists of all live out-of-market NFL games (based on customer's service address) broadcast on FOX and CBS. However, games broadcast by your local FOX or CBS affiliate, and select international games, will not be available in NFL SUNDAY TICKET. Other conditions apply. **LIMIT ONE NFL SUNDAY TICKET OFFER PER ACCOUNT.** Offer void where prohibited or restricted. **NFL SUNDAY TICKET subscription will automatically continue in 2019 and each season thereafter at then prevailing rate unless customer calls 1-866-945-9940 to cancel prior to start of season.** Subscription cannot be canceled (in part or in whole) after the start of the season and subscription fee cannot be refunded. Commercial locations require an appropriate licensee agreement. NFL, the NFL Shield design and the NFL SUNDAY TICKET name and logo are registered trademarks of the NFL and its affiliates. NFL team names and uniform designs are registered trademarks of the teams indicated. 2018 NFL SUNDAY TICKET EARLY BIRD OFFER: In order to receive NFL SUNDAY TICKET, customers must subscribe to a commercial base programming package. New NFL SUNDAY TICKET subscribers must order by 5/19/18 and activate by 6/18/18 to be eligible for the early bird 5-Pay or 1-Pay option. The remaining balance of NFL SUNDAY TICKET will be charged to customer's account in the event of early disconnect. NFL SUNDAY TICKET consists of all live out-of-market NFL games (based on customer's service address) broadcast on FOX and CBS. However, games broadcast by your local FOX or CBS affiliate, and select international games, will not be available in NFL SUNDAY TICKET. Other conditions apply. LIMIT ONE NFL SUNDAY TICKET OFFER PER ACCOUNT. Offer void where prohibited or restricted. **NFL SUNDAY TICKET subscription will automatically continue in 2019 and each season thereafter**

at then prevailing rate unless customer calls 1-866-945-9940 to cancel prior to start of season. Subscription cannot be canceled (in part or in whole) after the start of the season and subscription fee cannot be refunded Commercial locations require an appropriate licensee agreement. NFL, the NFL Shield design and the NFL SUNDAY TICKET name and logo are registered trademarks of the NFL and its affiliates. NFL team names and uniform designs are registered trademarks of the teams indicated. **NBA LEAGUE PASS MIDSEASON PROGRAMMING Offer**: New NBA League Pass Subscribers To receive NBA League Pass, a DIRECTV commercial subscription to a base programming package is required Customers must order by 3/11/18 and activate by 4/11/18 to be eligible for the 1-Pay option IN THE EVENT OF AN EARLY DISCONNECT, THE REMAINING BALANCE OF NBA LEAGUE PASS WILL BE CHARGED TO CUSTOMER'S ACCOUNT. LIMIT ONE NBA LEAGUE PASS OFFER PER ACCOUNT. **NBA LEAGUE PASS subscription will automatically continue in 2018 and each season thereafter at then prevailing rate unless customer calls 1-866-771-1523 to cancel prior to start of season.** Programming, pricing, terms and conditions subject to change at any time. NBA, the NBA logo and team identifications are the exclusive intellectual property of NBA Properties, Inc., and the respective member teams. Actual number of games varies by market Blackout restrictions and other conditions apply. **NHL CENTER ICE MIDSEASON PROGRAMMING OFFER**: New NHL Center Ice Subscribers. To receive NHL CENTER ICE, a DIRECTV commercial subscription to a base programming package or above is required. Customers must order by 3/7/18 and activate by 4/7/18 to be eligible for the 1-Pay option. IN THE EVENT OF EARLY DISCONNECT, THE REMAINING BALANCE OF NHL CENTER ICE WILL BE CHARGED TO CUSTOMERS ACCOUNT. **LIMIT ONE NHL CENTER ICE PROMOTIONAL OFFER PER ACCOUNT. NHL CENTER ICE subscription will automatically continue in 2018 and each season thereafter at then prevailing rate unless customer calls 1-866-771-1523 to cancel prior to start of season.** Programming, pricing, terms and conditions subject to change at any time. NHL, the NHL Shield and Center Ice name and logo are registered trademarks and The Game Lives Where You Do is a trademark of the National Hockey League NHL and NHL team marks are the property of the NHL and its teams. ©NHL 2018 All rights reserved. Blackout restrictions and other conditions apply **MLB EXTRA INNINGS OFFER:** To receive MLB EXTRA INNINGS, a subscription to a commercial base programming package is required. Customers must order by 5/1/18 and activate by 5/31/18 to be eligible for the 5-Pay option, or order by 8/31/18 and activate by 9/30/18 to be eligible for the 1-Pay option. IN THE EVENT OF AN EARLY DISCONNECT, THE REMAINING BALANCE OF MLB XTRA INNINGS WILL BE CHARGED TO CUSTOMER'S ACCOUNT **LIMIT ONE MLB EXTRA INNINGS OFFER PER ACCOUNT. MLB EXTRA INNINGS continues automatically provided DIRECTV carries this service, unless the customer calls 1-866-771-1523 to cancel prior to the start of the season.** Programming, pricing, terms and conditions subject to change at any time. Major League Baseball trademarks and copyrights are used with permission of the applicable MLB entities. All rights reserved. Visit the official website at MLB.com. MLB: Mitchell Layton/Getty Images. **ESPN COLLEGE EXTRA OFFER**: To receive ESPN College Extra, customer must subscribe to a commercial base programming package Upon activation of ESPN College Extra, DIRECTV will bill the customer's account the first of three installment payments (1 of 3) for three mos., with the first payment due at the commencement of the service. Provided DIRECTV carries this service, the ESPN College Extra billing cycle will resume automatically on the anniversary date of the start of the prior year's billing cycle ESPN College Extra subscription cannot be transferred, refunded or credited (in whole or in part) after customer has received 30 days of ESPN College Extra programming **Customer must call 1-877-561-5926 to cancel their subscription no later than 30 days after their first installment payment.** Actual number of games varies by market. Games telecast locally may be included in ESPN College Extra. Offer void where prohibited or restricted Actual number of games varies by market. Blackout rules and other restrictions apply to all sports programming **HARDWARE OFFER**: Programming agreement, as defined by customer's commercial programming rate card, required. Offer available to new commercial customers in commercial structures no more than three stories high No single-family residences allowed. New BUSINESS XTRA PACK, BUSINESS ENTERTAINMENT PACK and BUSINESS SELECT PACK customers are eligible for up to four High Definition (HD) Receivers Make and model of system at DIRECTV's sole discretion Offer void where prohibited or restricted **DIRECTV SVC TERMS**: **Subject to terms of DIRECTV Commercial Customer Agreement. Add'l fees & Terms:** Regional Sports Network (RSN) fee of up to $5.99 applies in certain markets for BUSINESS XTRA PACK. RSN fees are updated biannually based on the presence of RSNs and/or Collegiate-In-Market programming in applicable ZIP codes. Receiver fees of $7/mo. each apply for 1st - 9th receivers, $4/mo. each for 10th - 21st receivers; $2/mo. each for 22nd and each additional receiver. $19.95 Handling and Delivery fee may apply. Taxes not included. Programming, pricing, terms and conditions subject to change at any time **Installation:** Standard commercial installation included for BUSINESS SELECT PACK and above customers. Complex/custom installation extra $49 standard installation applies for COMMERCIAL BASIC customers. Applicable use tax adjustment may apply on retail value of installation. Visit **directv.com/legal** or call for details. To access High Definition (HD) programming, HD equipment required. Number of HD channels based on package selection Eligibility for local channels based on service address Not all networks available in all markets. All DIRECTV Receivers must be continuously connected to the same land-based phone line or the Internet. ©2018 AT&T Intellectual Property. All Rights Reserved. AT&T, Globe logo, DIRECTV, and all other DIRECTV marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks are the property of their respective owners.

Legislation Details (With Text)

File #:	18-219	**Version:** 1	**Name:**	FPL LED Lighting Agreement	
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	5/31/2018		**In control:**	City Council	
On agenda:	6/12/2018		**Final action:**		
Title:	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. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Supporting Documentation FPL LED Lighting Plan Standard FPL Street Lighting Agreement				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 31, 2018
Agenda Date: June 12, 2018
Prepared By: JoAnna Z. Zurinsky
Through: Everett Wegerif, PE, Public Works Director, City Engineer
Requested Action:
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.

BACKGROUND:

City Administration was approached by FPL representatives to present options for the city to upgrade conventional High-Pressure Sodium (HPS) streetlights to LED fixtures. LED lights are much more energy-efficient and provide light that is closer to sunlight than the conventional HPS lights currently in use. The current FPL lighting master bill is approximately $14,400/ month for 1536 lights. Switching to LED at $12,911/month would save the city approximately $1,500 per month. Options were given for adjusting color and for increasing equivalent fixture size with cost of $14,100 to $14,540 per month. There will be no capital fees, just an adjustment in monthly fees when FPL implements the program, which could take a year or more. There is therefore no immediate budgetary impact.

The city recently paid the capital costs to upgrade the FPL lighting on Fiske Blvd. and Peachtree St. to LED The improvement in lighting on Peachtree St and Fiske Blvd. was obvious. The new LED lights are “4,000 K” lights with a light color closer to sunlight as compared to HPS lights with a yellow color of “2,000 K”. FPL has offered several LED options on style and color (3,000 or 4,000 Degree K)

and increasing equivalent fixture size. Staff requests permission to work with FPL to determine where to increase fixture size. It is recommended that the city install 3,000 K lights in residential areas, with 4,000K lights along more heavily travelled roadways. Recent research indicates that LED lights with 4,000K may interrupt natural Circadian Rhythm.

Staff also requests multi-Year approval for the City Manager to enter into Street lighting agreements with FPL for future installation of new FPL streetlights. These are long-term agreements of small monthly amounts for adding new lights where deemed necessary.

STRATEGIC PLAN CONNECTION:

Installing the LED Lights will save the City of Cocoa approximately $1,500.00 a month.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

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.

LED Lighting Plan

Cocoa (City of)

Going Green

This plan reduces power consumption by: 516,312 kWh / year
and that eliminates: 363 metric tons of CO_2 every year[1]
or removing: 77 cars from the road[2]

[1] eGRID, U.S. annual non-baseload CO2 output emission rate, year 2012 data
[2] US Environmental Protection Agency

TOTAL	1536		$ 14,403.10	$ 12,911.47	$ 14,077.42	$ 14,540.41

Installation Details		Existing	Option 1	Option 2	Option 3
70 Watt Roadway		select fixture: SL1 - HPS0070	RSW 26 Watt 4000K	RSW 28 Watt 3000K	RSW 41 Watt 4000K
		select pole:			
Quantity:	776	Fixture*	$ 3,080.72	$ 4,260.24	$ 4,260.24	$ 4,260.24
Conversion:	Yes	Pole				
Full/Hybrid:	Full	Maintenance	$ 1,466.64	$ 1,365.76	$ 1,365.76	$ 1,365.76
		Energy**	$ 1,475.60	$ 408.44	$ 408.44	$ 704.33
		Total	$ 6,022.96	$ 6,034.44	$ 6,034.44	$ 6,330.33

Installation Details		Existing	Option 1	Option 2	Option 3
100 Watt Roadway		select fixture: SL1 - HPS0100	RSW 41 Watt 4000K	RSW 45 Watt 3000K	ATBS 76 Watt
		select pole:			
Quantity:	307	Fixture*	$ 1,240.28	$ 1,685.43	$ 1,685.43	$ 1,685.43
Conversion:	Yes	Pole				
Full/Hybrid:	Full	Maintenance	$ 583.30	$ 540.32	$ 540.32	$ 540.32
		Energy**	$ 824.80	$ 278.65	$ 289.78	$ 535.03
		Total	$ 2,648.38	$ 2,504.40	$ 2,515.53	$ 2,760.78

Installation Details		Existing	Option 1	Option 2	Option 3
150 Watt Roadway		select fixture: SL1 - HPS0150	ATBS 76 Watt	XSP1-A 53 Watt	ATBM 115 Watt
		select pole:			
Quantity:	195	Fixture*	$ 811.20	$ 1,070.55	$ 1,655.55	$ 1,070.55
Conversion:	Yes	Pole				
Full/Hybrid:	Full	Maintenance	$ 376.35	$ 343.20	$ 343.20	$ 343.20
		Energy**	$ 767.44	$ 339.84	$ 244.27	$ 516.83
		Total	$ 1,954.99	$ 1,753.59	$ 2,243.02	$ 1,930.58

* Includes fixture fee and $.98 monthly conversion fee
** Includes Non-fuel Energy Charge, Fuel, Conservation, Capacity, Environmental, and Storm charges
Sales tax and franchise fees not included

Installation Details		Existing	Option 1	Option 2	Option 3
200 Watt Roadway	select fixture:	SL1 - HPS0200	ATBM 115 Watt	XSP2 102 Watt	ATB2 138 Watt, Black
	select pole:				
	Fixture*	$ 1,581.30	$ 1,377.99	$ 2,130.99	$ 2,130.99
Quantity: 251	**Pole**				
Conversion: Yes	**Maintenance**	$ 614.95	$ 441.76	$ 441.76	$ 441.76
Full/Hybrid: Full	**Energy****	$ 1,448.49	$ 665.25	$ 578.65	$ 788.26
	Total	$ 3,644.74	$ 2,485.00	$ 3,151.40	$ 3,361.01

Installation Details		Existing	Option 1	Option 2	Option 3
400 Watt Roadway	select fixture:	SL1 - HPS0400	ATBL 259 Watt	Verdeon 247 Watt	ATB2 274 Watt, Black
	select pole:				
	Fixture*	$ 46.90	$ 80.43	$ 80.43	$ 101.43
Quantity: 7	**Pole**				
Conversion: Yes	**Maintenance**	$ 18.69	$ 12.32	$ 12.32	$ 12.32
Full/Hybrid: Full	**Energy****	$ 66.44	$ 41.30	$ 40.28	$ 43.97
	Total	$ 132.03	$ 134.05	$ 133.03	$ 157.72

* Includes fixture fee and $.98 monthly conversion fee
** Includes Non-fuel Energy Charge, Fuel, Conservation, Capacity, Environmental, and Storm charges
Sales tax and franchise fees not included

FPL Account Number: _____

FPL Work Order Number: _____

STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, _____

_____ (hereinafter called the Customer), requests on this ____ day of _____, _____, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities at (general boundaries):_____

_____

located in _____, Florida.
(city/county)

(a) Installation and/or removal of FPL-owned facilities described as follows:

Lights Installed			Lights Removed		
Fixture Rating (in Lumens)	Fixture Type	# Installed	Fixture Rating (in Lumens)	Fixture Type	# Removed

Poles Installed		Poles Removed		Conductors Installed	Conductors Removed
Pole Type	# Installed	Pole Type	# Removed		
				_____ Feet not Under Paving	_____ Feet not Under Paving
				_____ Feet Under Paving	_____ Feet Under Paving

(b) Modification to existing facilities other than described above (explain fully):

_____

_____

_____

_____

_____

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the Customer the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective street lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive street lighting rate schedule approved by the FPSC.

(Continued on Sheet No. 9.101)

(Continued from Sheet No. 9.100)

THE CUSTOMER AGREES:

2. To pay a contribution in the amount of $_____ prior to FPL's initiating the requested installation or modification.

3. To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.

4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.

5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Street Lighting System.

6. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rightsof-way or easements required by FPL to accommodate the street lighting facilities.

IT IS MUTUALLY AGREED THAT:

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of FPL street lighting facilities is defined as the following:

   a. the addition of street lighting facilities;
   b. the removal of street lighting facilities; and
   c. the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

   Modifications will be subject to the costs identified in FPL's currently effective street lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

8. FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL street lighting facilities. Payment shall be made by the Customer in advance of any relocation.

9. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.

10. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.

11. In the event street lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates as approved by the FPSC) plus removal cost.

(Continued on Sheet No. 9.102)

(Continued from Sheet No. 9.101)

12. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.

13. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.

14. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.

15. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.

16. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.

17. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

_____
Customer (Print or type name of Organization)

By:_____
Signature (Authorized Representative)

_____
(Print or type name)

Title:_____

FLORIDA POWER & LIGHT COMPANY

By:_____
(Signature)

_____
(Print or type name)

Title:_____

Legislation Details (With Text)

File #:	18-203	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/22/2018			**In control:**	City Council
On agenda:	6/12/2018			**Final action:**	
Title:	Cocoa Police Department District Event Statistics for the months of March and April, 2018. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	March 2018 Council Report by District_ Aprl 2018 Council Report by District_				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 22, 2018
Agenda Date: June 12, 2018
Prepared By: Charlene Jenkins-Catechis, Administrative Secretary
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Cocoa Police Department District Event Statistics for Council Information

BACKGROUND:

Council requested a monthly breakdown of event statistics by District. This report illustrates total incidents, reports written and Patrol checks. It also shows incidents and case reports by shift, hour of the day and the total crime that are Uniform Crime reportable. Attached are the March 2018 and April 2018 reports.

STRATEGIC PLAN CONNECTION:

Crime Statistics

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Cocoa Police Department District Event Statistics for Council Information

powered by Legistar™

Cocoa Police Department
Council Report

March 2018

Prepared by Dailaity Henson

Contents

Findings Summary 3
Total Patrol Checks and Case Reports for the City of Cocoa 4
District 1 March Activity 5
District 2 March Activity 6
District 3 March Activity 7
District 4 March Activity 8
Repeated Locations of Incidents 9
Incidents and Case Reports by Shift 10
Incidents and Case Reports by Hour 11
Total UCR Offenses by Month - 2018, 2017 & 2016 12

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Findings Summary

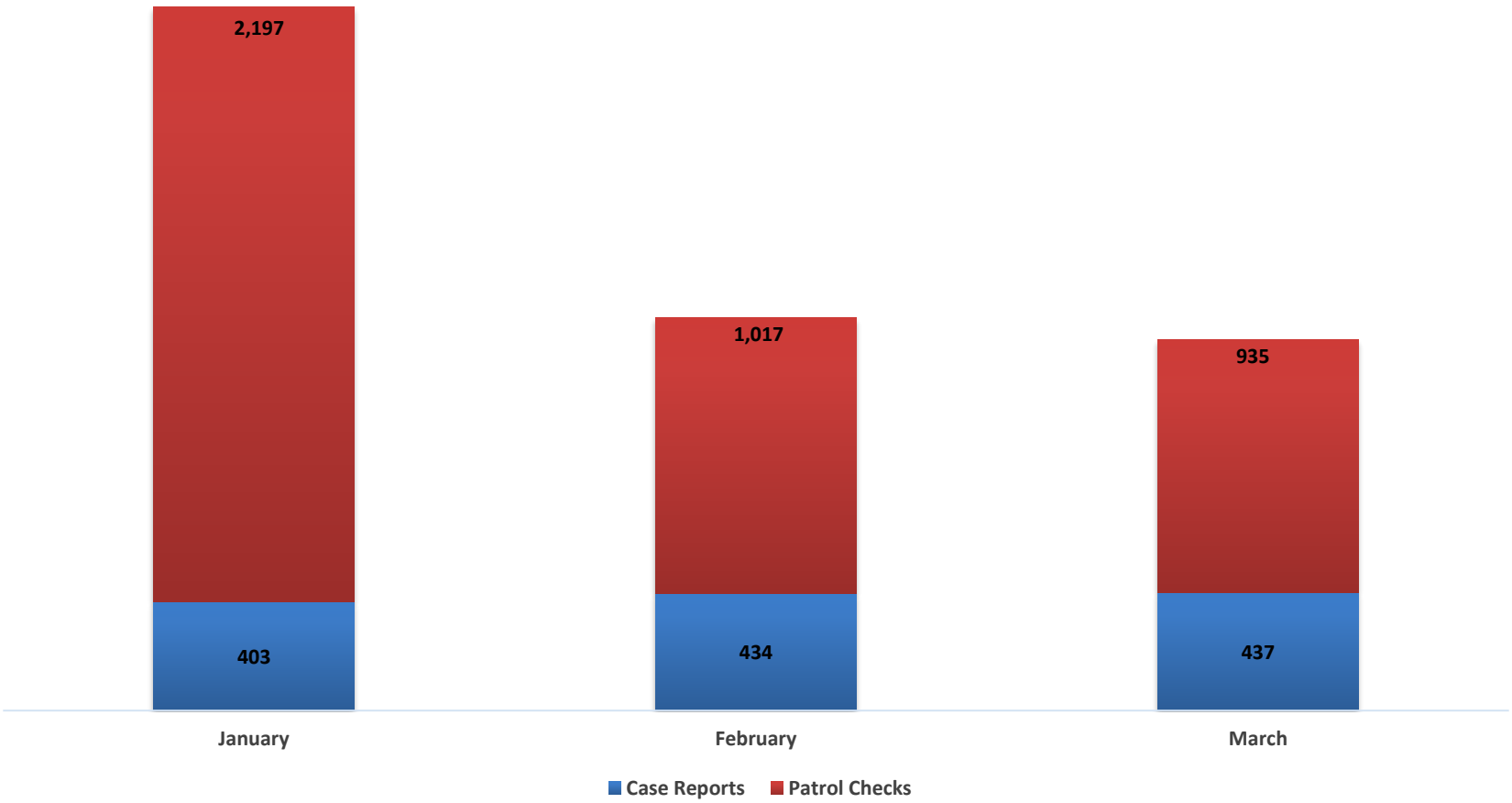
The purpose of this report is to provide Council with an overview of incidents and case reports for March 2018. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2016, 2017 and 2018.

- 3,550 incidents
- *437 Case Reports (12% of incidents)
  - 241 Criminal Case Reports (55% of all case reports)
  - 125 Non-Criminal Case Reports (29% of case reports)
  - 56 Criminal Case Reports were closed by Arrests/Capias Requests (23% of criminal case reports)
  - 17 Non-Criminal Case Reports were closed by Arrests/Capias Request (14% of non-criminal cases reports)
- 1,676 incidents were initiated by police officers (47%)
- *District 2 experienced the most cases with a total of 168
- *District 4 experienced the fewest cases with a total of 56
- Larceny Offenses have ***increased*** by a 26% from the previous month
- Burglary Offenses have ***decreaded*** by a 48% from the previous month
- Stolen Vehicle Offenses have ***decreased*** by 29% from the previous month
- Overall, UCR offenses have ***decreased*** from the previous month by an 5%

***Please note the cases totals are based on data that has been merged into Aegis as of (4/13/18). The total number of cases are subject to change if new case reports are merged after this report was completed. ***

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa



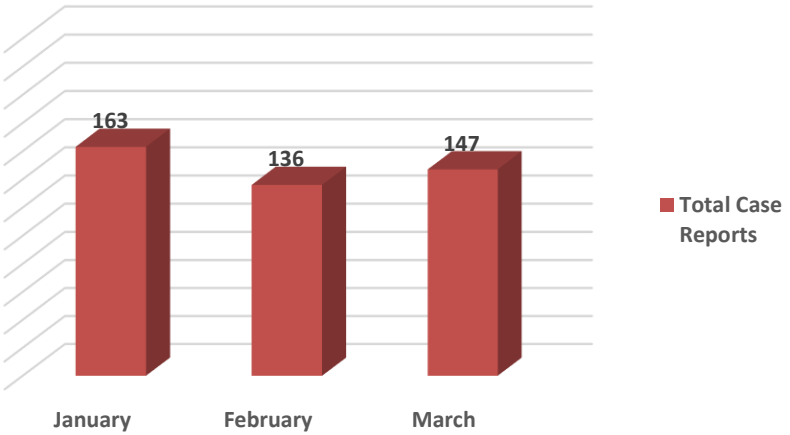
Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

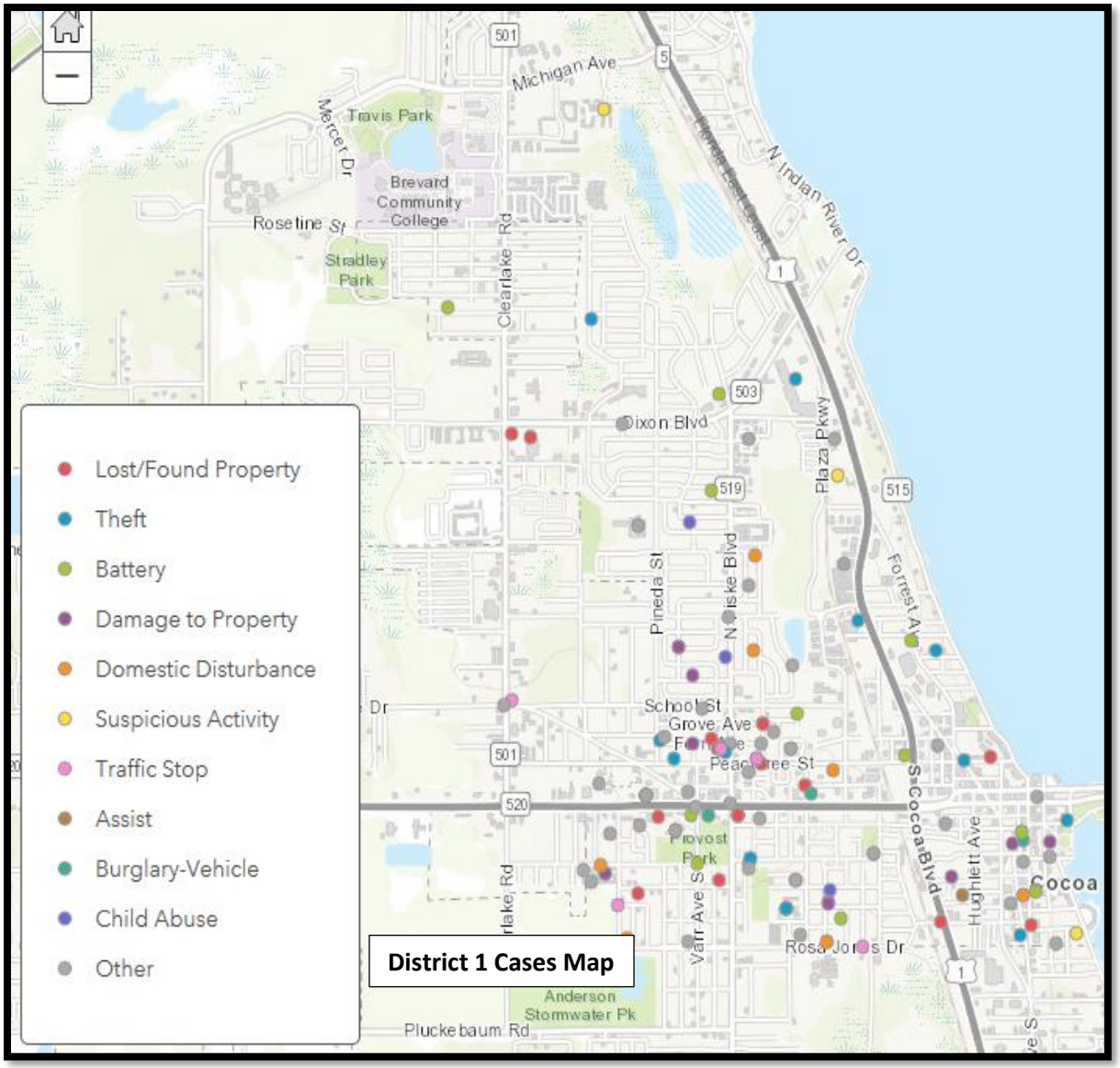
District 1 March Activity

District 1 March Activity Fidings

- There were a total of 1,199 incidents
- 12% (147) incidents became cases
- 41% (61) of cases are closed
- There were a total of 37 cases closed with an Arrest(s) or capias request(s).

District 1 Case Reports by Month Totals



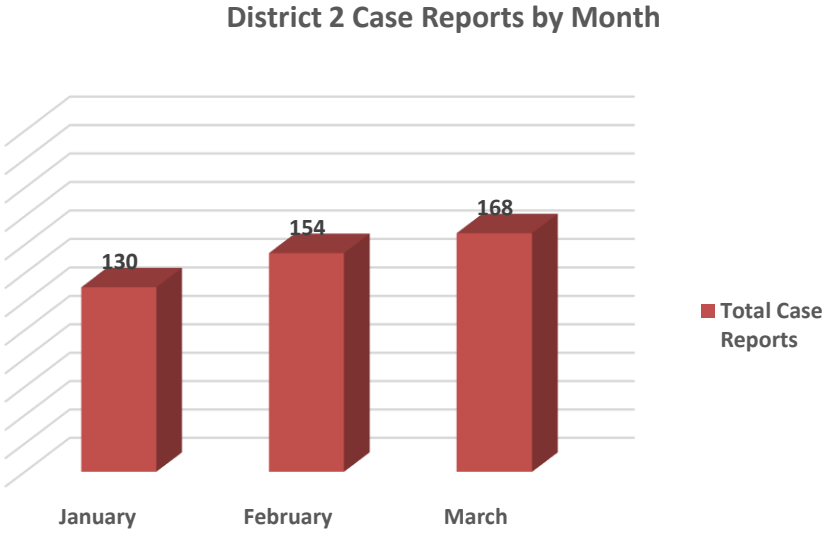


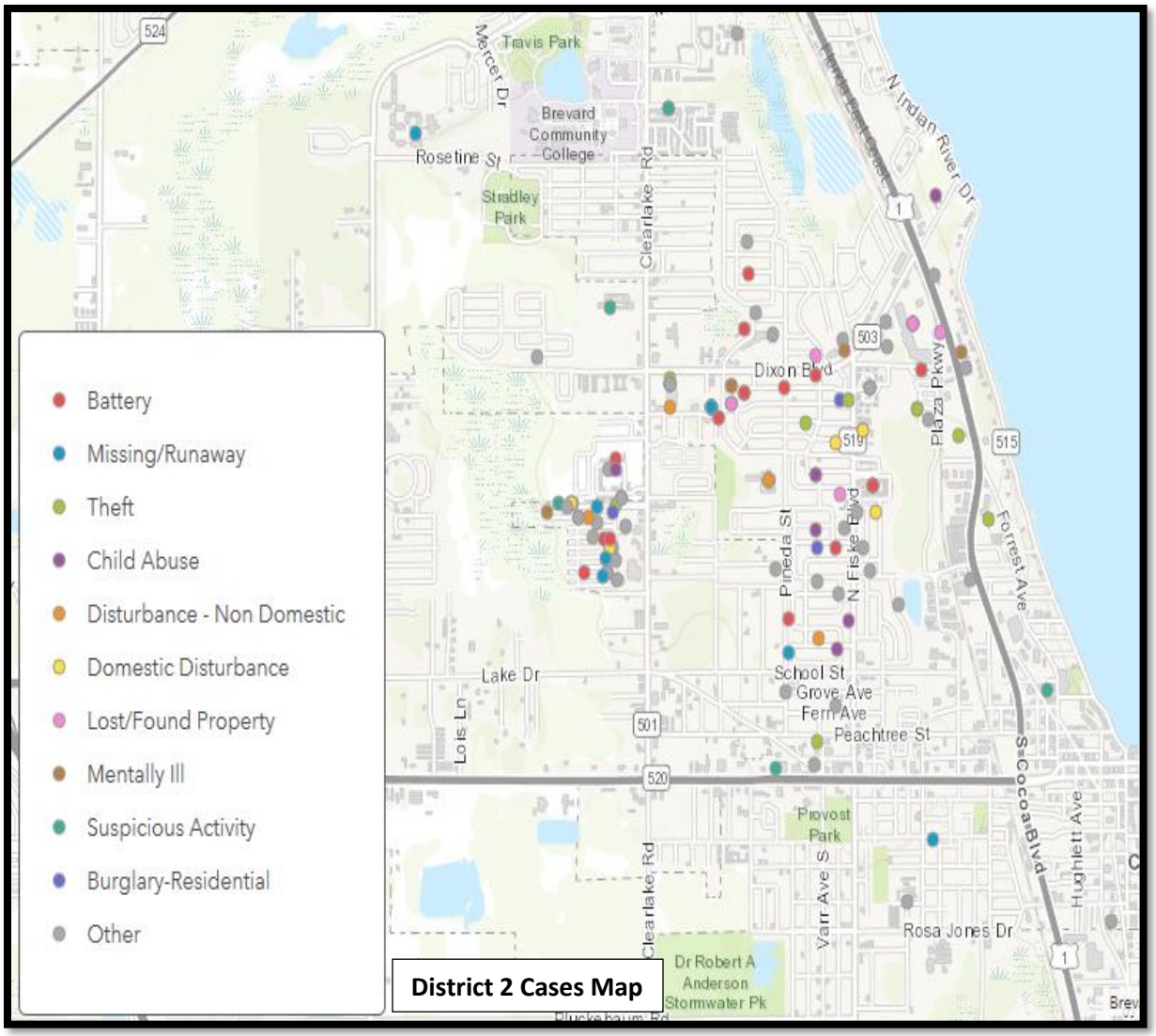
Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 March Activity

District 2 March Activity Findings

- There were a total of 949 incidents
- 38% (360) incidents were officer initiated
- 18% (168) incidents became cases
- 42% (70) of cases are closed
- There were a total of 46 cases closed with an Arrest(s) or capias request(s).





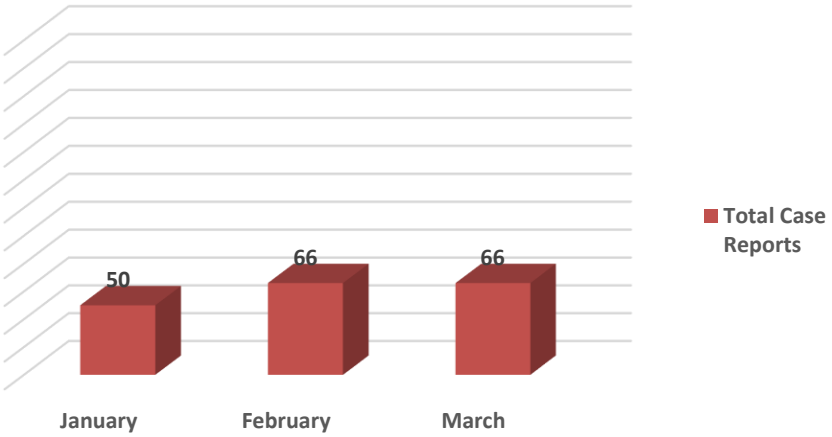
Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

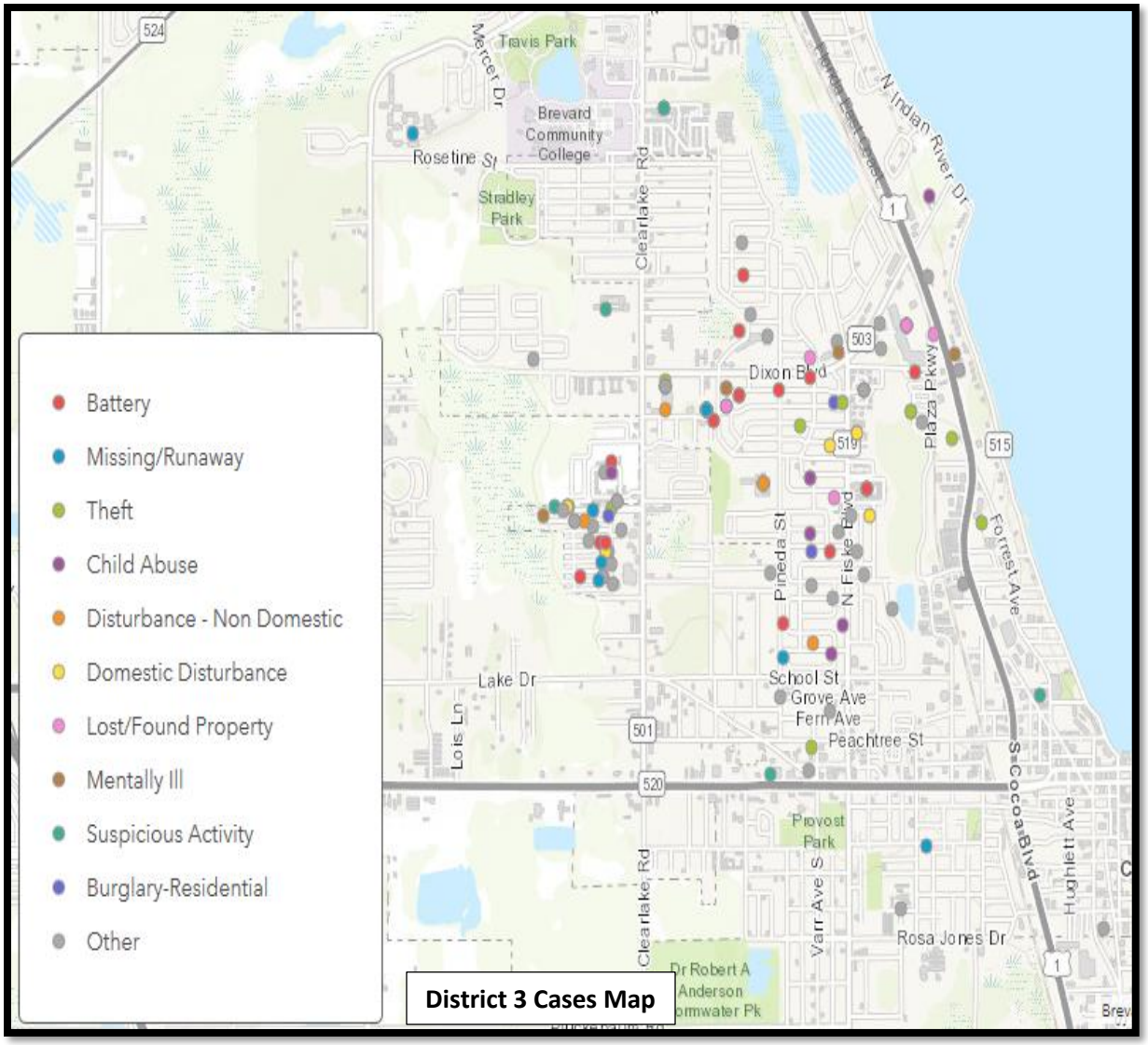
District 3 March Activity

District 3 March Activity Findings

- There were a total of 603 incidents
- 58% (350) incidents were officer initiated
- 11% (66) incidents became cases
- 44% (66) of cases are closed
- There were a total of 11 cases closed with an Arrest(s) or capias request(s).

District 3 Case Reports by Month





District 3 Cases Map

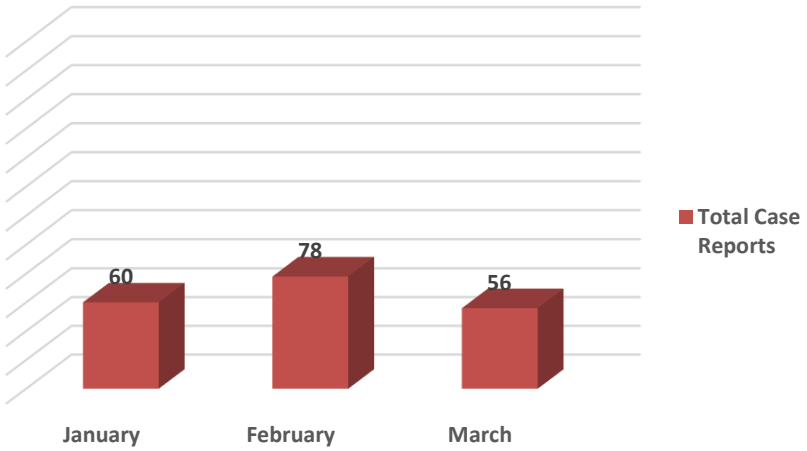
Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

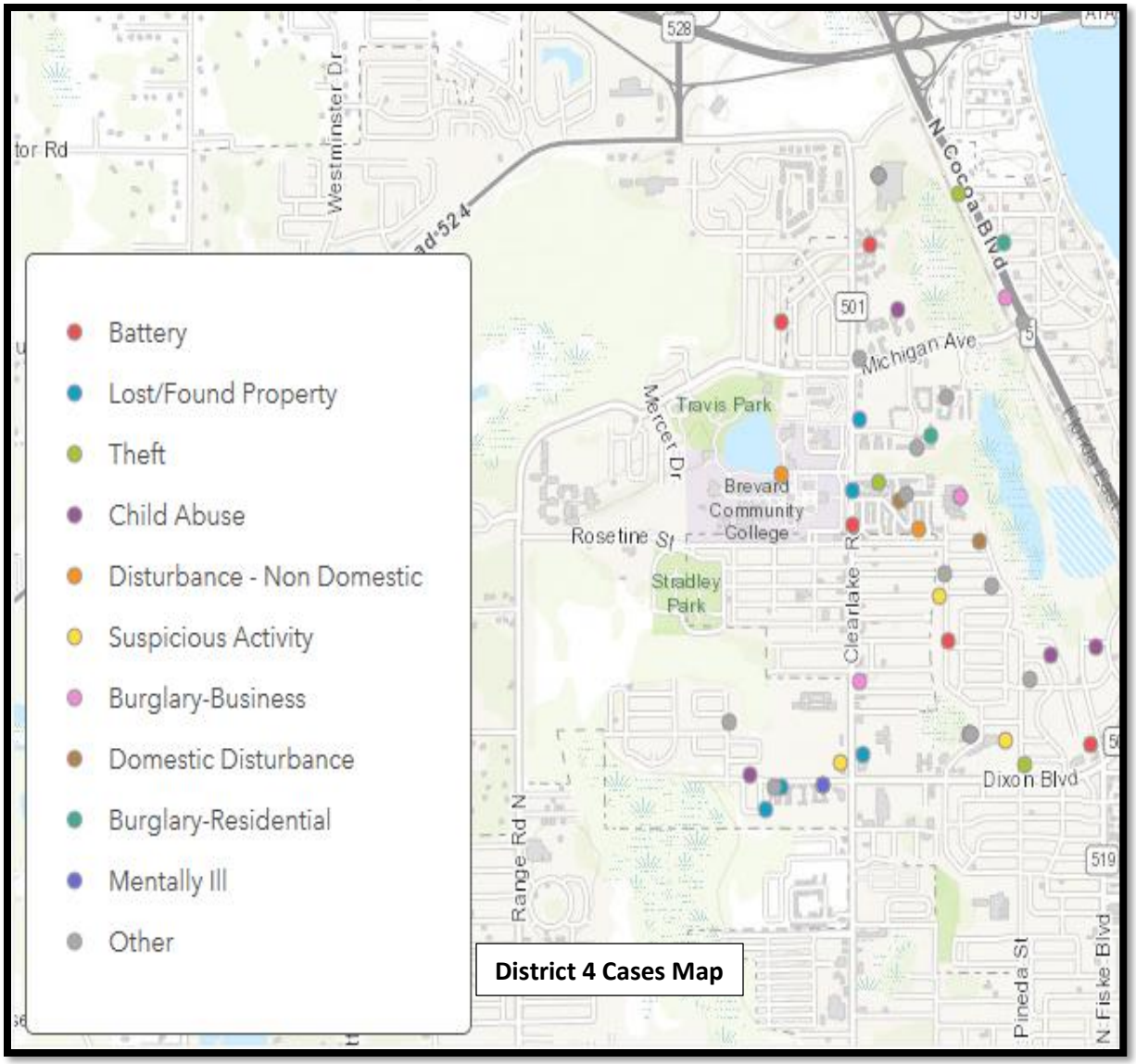
District 4 March Activity

District 4 March Activity Findings

- There were a total of 799 incidents
- 46% (368) incidents were officer initiated
- 7% (56) incidents became cases
- 61% (34) of cases are closed
- There were a total of 11 cases closed with an Arrest(s) or capias request(s).

District 4 Case Reports by Month





District 4 Cases Map

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Repeated Locations of Incidents

The table below illustrates the totals of Incidents and Cases from March 1, 2018 thought March 31, 2018 generated from the locations listed in the table. These totals include both citizen and officer initiated incidents.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
2700 SR.524	77	9
1407 Dixon Blvd	33	21
900 Friday Rd	32	1
800 N. Fiske	31	6
1524 Clearlake Rd	19	5
1080 N. Fiske	16	5
1524 Clearlake Rd	10	4
1010 N. Fiske Blvd	6	0
TOTAL	**224**	**51**

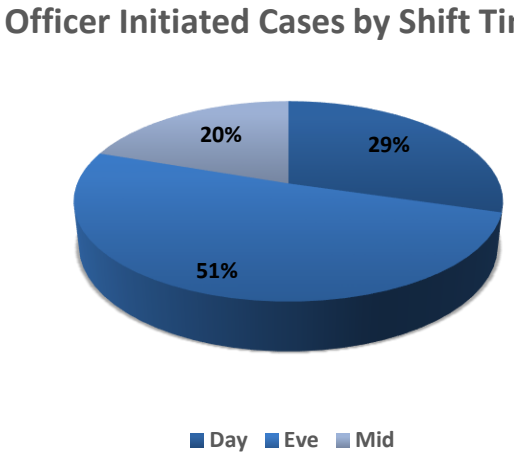
Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

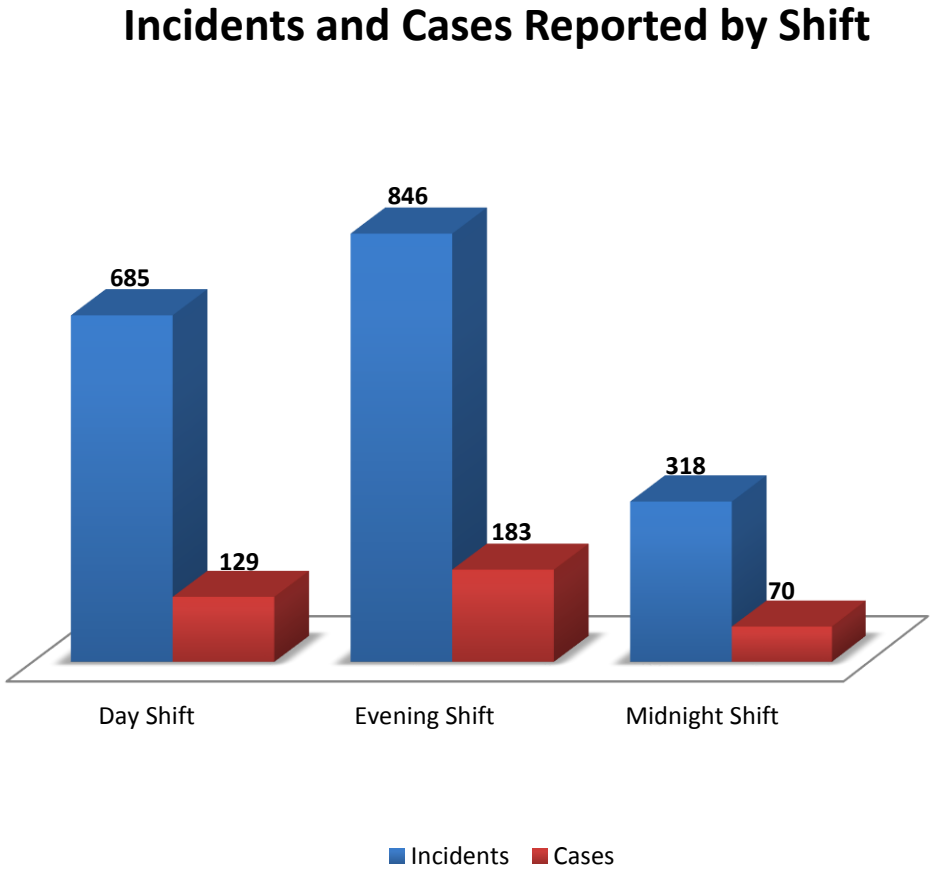
Incidents and Case Reports by Shift

The bar graph below illustrates both, incidents and cases reported totals by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. The totals in the bar graph do not include patrol checks or officer initiated incidents. In addition, the pie graph below reflects officer initiated cases *only* by shift times.

Incidents and Cases Reported by Shift Findings:

- 22% (183) of incidents reported during evening shifts became cases.
- 19% (129) of incidents reported during the day shifts became cases.
- 22% (70) of incidents reported during the midnigh shifts became cases
- 51% (36) of officer initiated cases were Generated during the evening shifs.



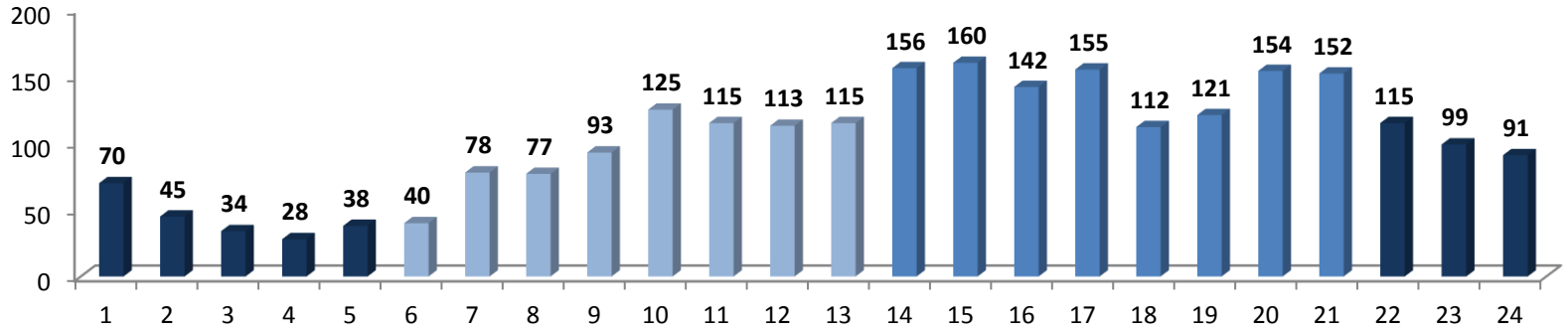


Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

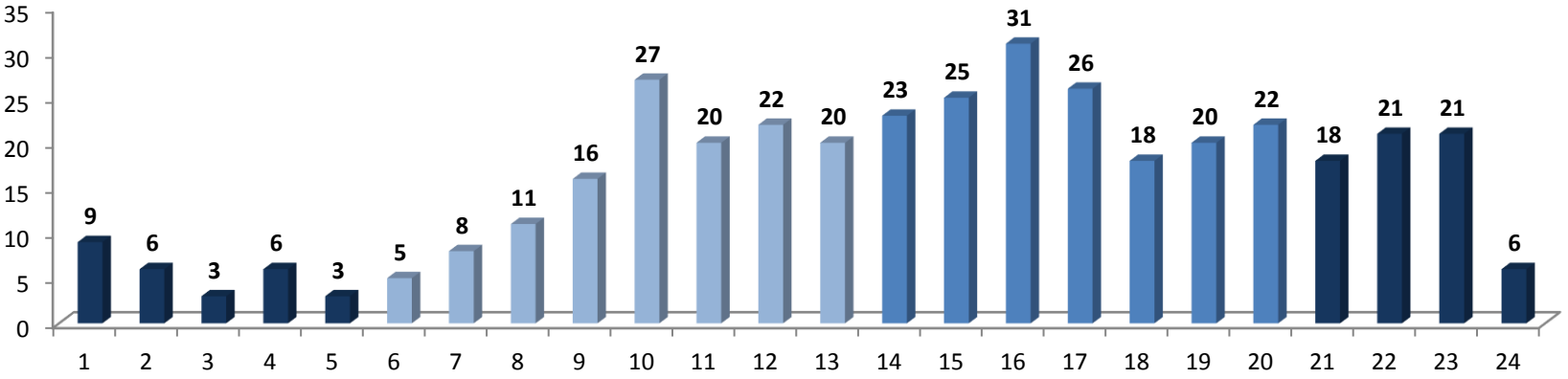
Incidents and Case Reports by Hour

Note: The charts below represents reported <u>all</u> incidents and cases during the month of March broken down by time of day. These totals do not include Patrol Checks or officer iniciated incidents.

Incidents by Hour

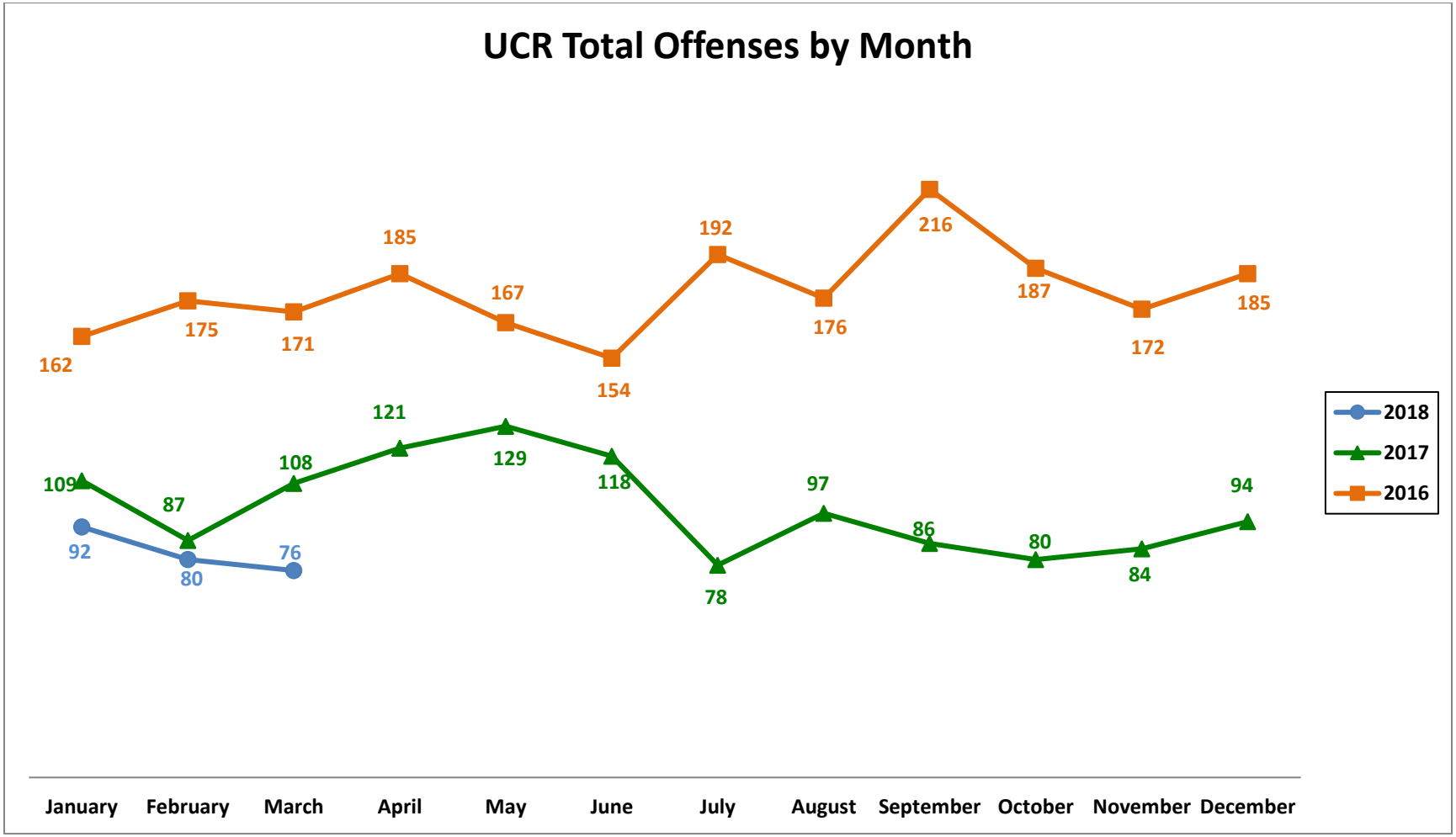


Case Reports by Hour



Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month - 2018, 2017 & 2016



NOTE: *UCR Simple Assaults Offenses totals are no longer included in the 2018 line graph.*

UCR totals were received and the graph was updated on 4/16/18

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Cocoa Police Department
Council Report

April 2018

Prepared by Dailaity Henson

Contents

Findings Summary 3
Total Patrol Checks and Case Reports for the City of Cocoa 4
District 1 April Activity 5
District 2 April Activity 6
District 3 April Activity 7
District 4 April Activity 8
Repeated Locations of Incidents 9
Incidents and Case Reports by Shift 10
Incidents and Case Reports by Hour 11
Total UCR Offenses by Month - 2018, 2017 & 2016 13

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Findings Summary

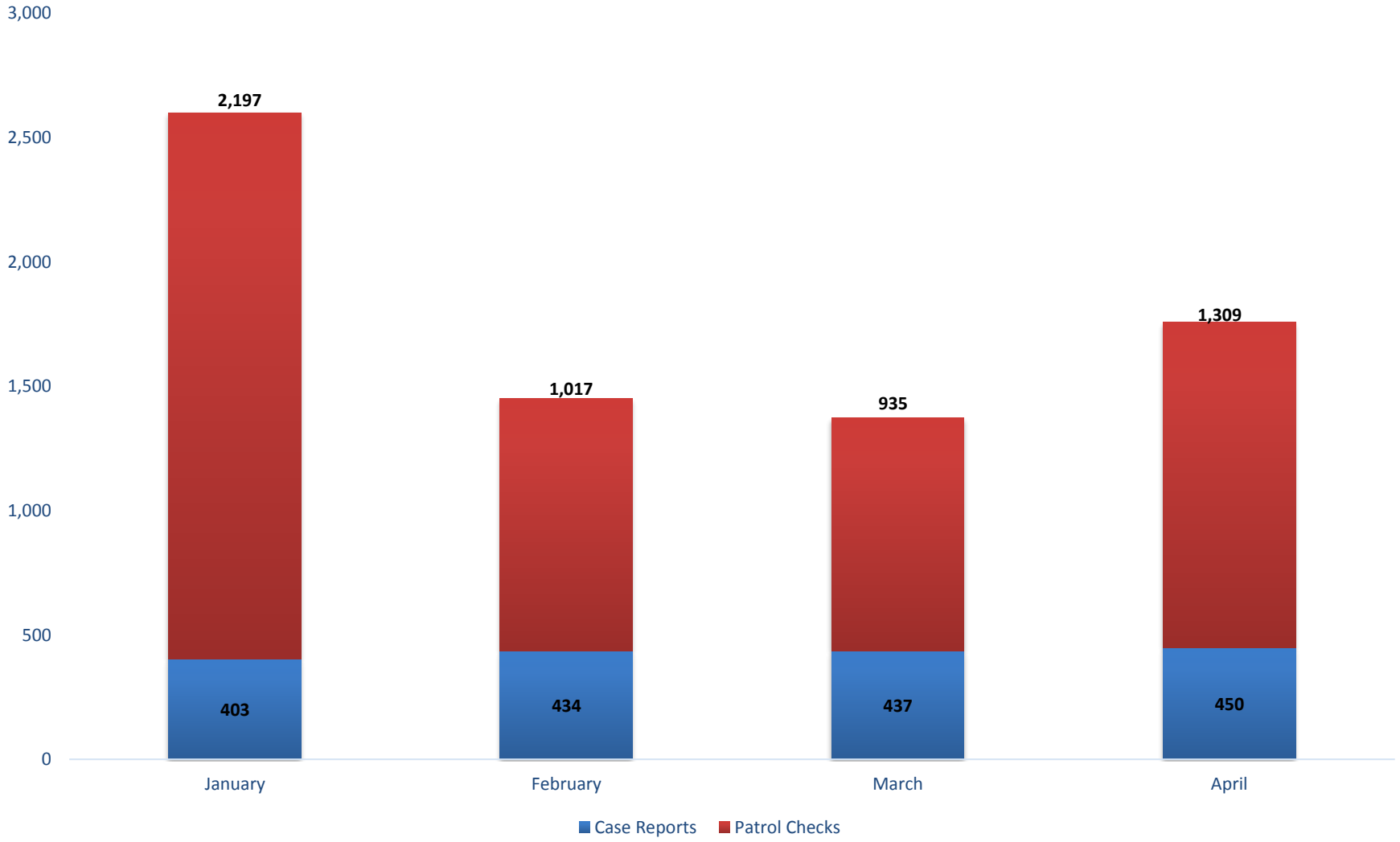
The purpose of this report is to provide Council with an overview of incidents and case reports for April 2018. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2016, 2017 and 2018.

- 4,369 incidents
- *450 Case Reports (10% of incidents)
    - 248 Criminal Case Reports (55% of all case reports)
    - 222 Non-Criminal Case Reports (49% of case reports)
    - 92 Criminal Case Reports were closed by Arrests/Capias Requests (37% of criminal case reports)
    - 47 Non-Criminal Case Reports were closed by Arrests/Capias Request (21% of non-criminal cases reports)
- 2,333 incidents were initiated by police officers (53%)
- *District 1 experienced the most cases with a total of 165
- *District 3 experienced the fewest cases with a total of 77
- Larceny Offenses have ***increased*** by a 18% from the previous month
- Burglary Offenses have ***increaded*** by a 18% from the previous month
- Stolen Vehicle Offenses have ***increased*** by 20% from the previous month
- Agg Assault Ofenses have ***decreased*** by 33% from the previous month
- Overall, UCR offenses have ***increased*** from the previous month by an 20%

Please note the cases totals are based on data that has been merged into Aegis as of (5/24/18). The total number of cases are subject to change if new case reports are merged after this report was completed.

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa

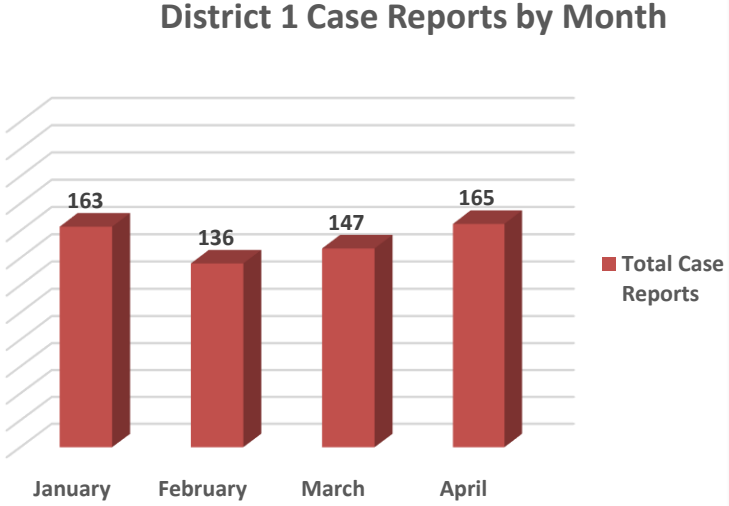


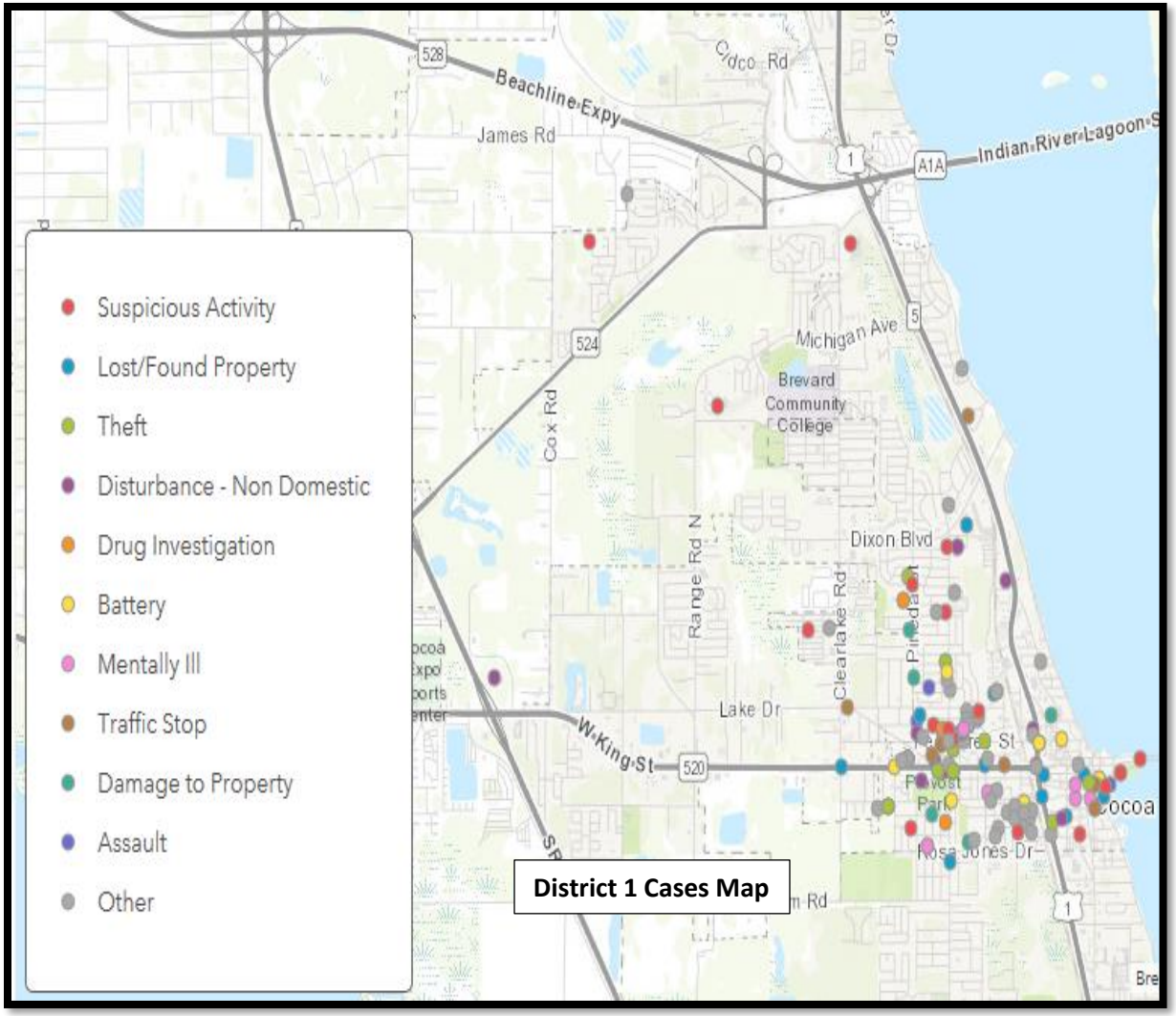
Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 April Activity

District 1 April Activity Fidings

- There were a total of 1,432 incidents
- 12% (165) incidents became cases
- 64% (106) of cases are closed
- There were a total of 43 cases closed with an Arrest(s) or capias request(s).





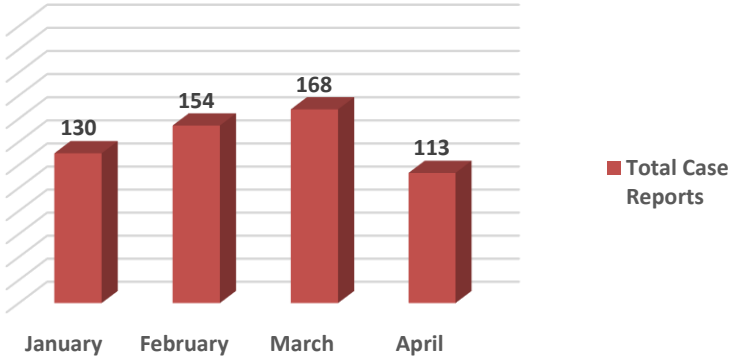
Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

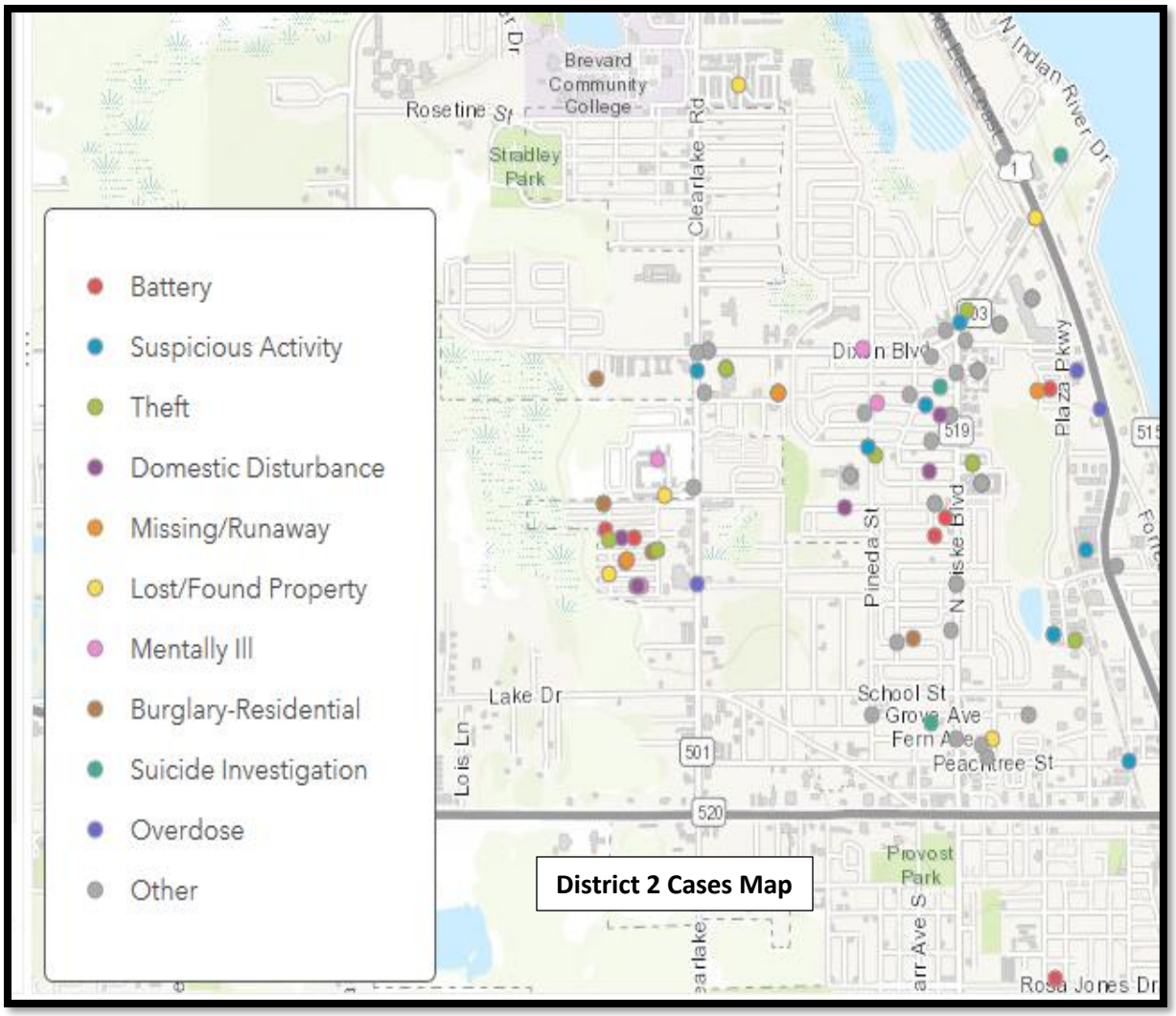
Cocoa Police Department
April 2018 Council Report

District 2 April Activity

District 2 April Activity Findings

- There were a total of 945 incidents
- 46% (431) incidents were officer initiated
- 12% (113) incidents became cases
- 57% (64) of cases are closed
- There were a total of 31 cases closed with an Arrest(s) or capias request(s).





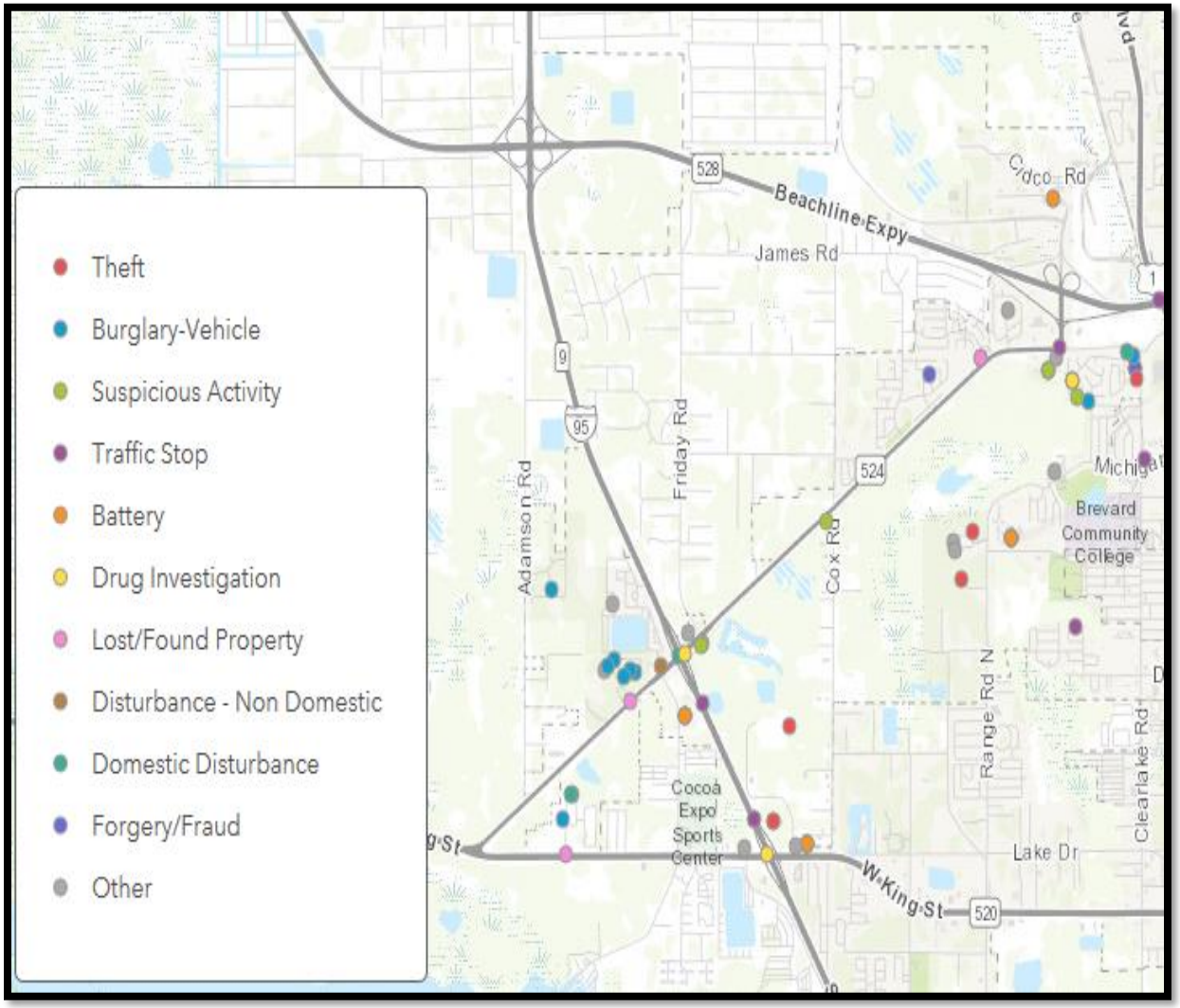
Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

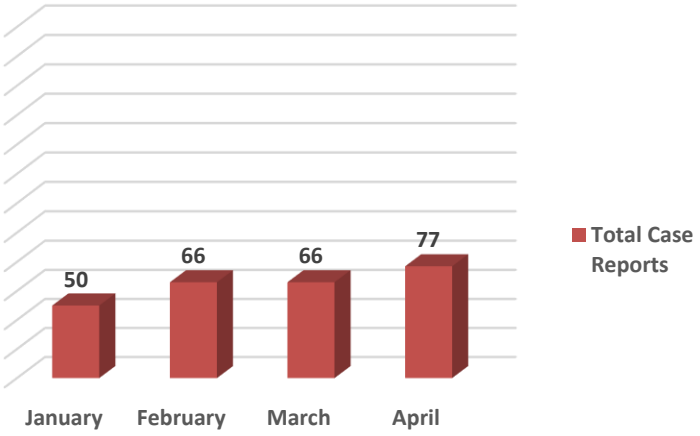
Cocoa Police Department
April 2018 Council Report

District 3 April Activity

District 3 April Activity Findings

- There were a total of 865 incidents
- 62% (532) incidents were officer initiated
- 9% (77) incidents became cases
- 60% (46) of cases are closed
- There were a total of 25 cases closed with an Arrest(s) or capias request(s).
- 24% of cases closed with an arrest or capias Were generated from Traffic stop(8) and suspicious activity(3) cases.





Originator: Dalaity Henson, Law Enforcement Analyst

Cocoa Police Department
April 2018 Council Report

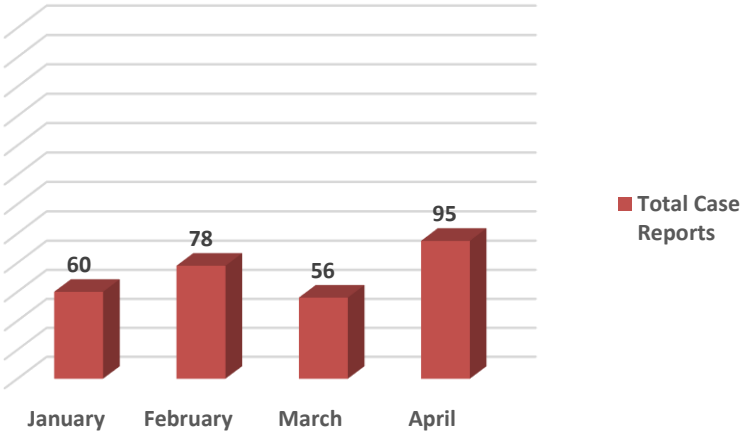
District 3 Cases Map

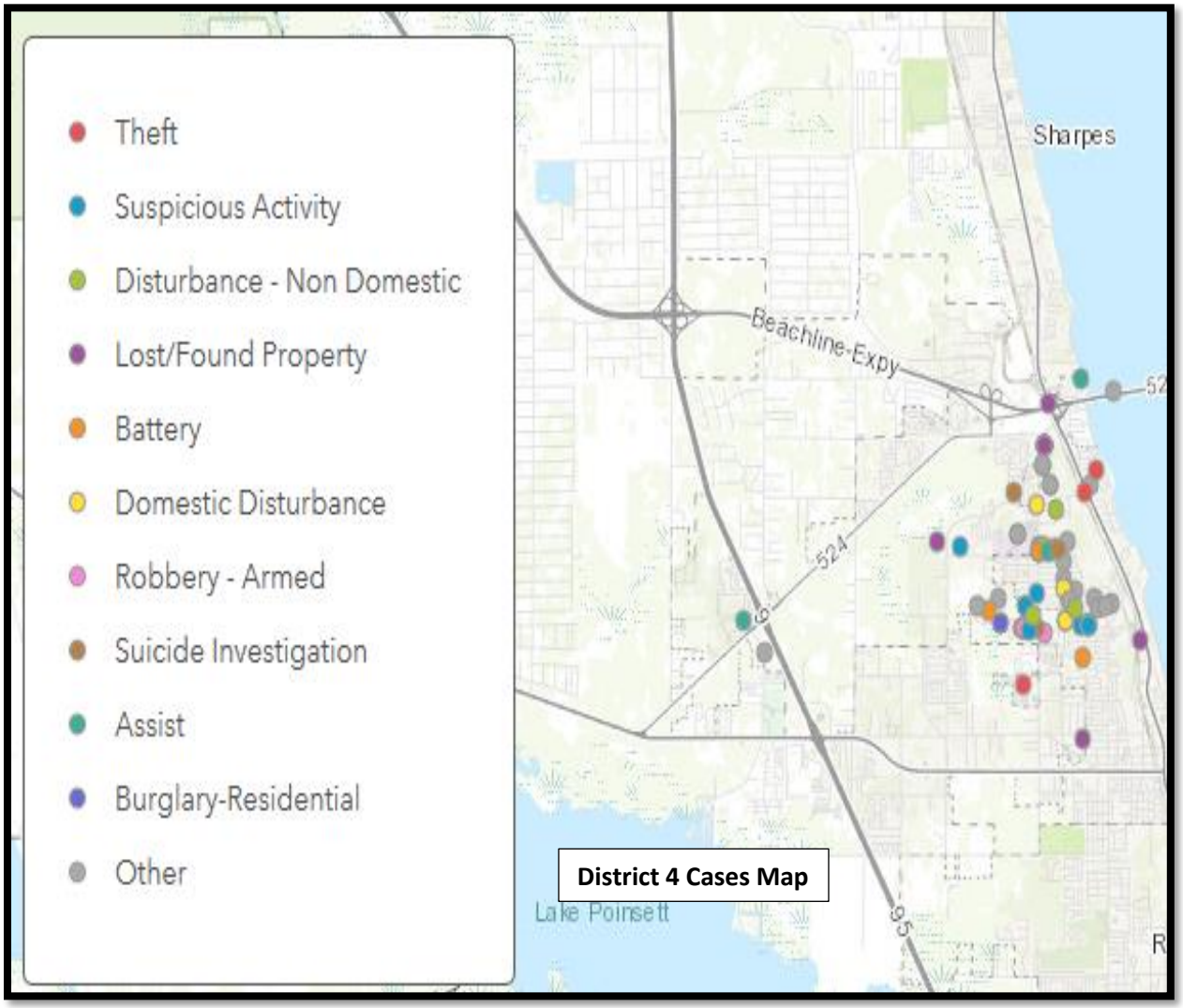
District 4 April Activity

District 4 Apeil Activity Findings

- There were a total of 845 incidents
- 49% (413) incidents were officer initiated
- 11% (95) incidents became cases
- 63% (60) of cases are closed
- There were a total of 20 cases closed with an Arrest(s) or capias request(s).

District 4 Case Reports by Month





Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Repeated Locations of Incidents

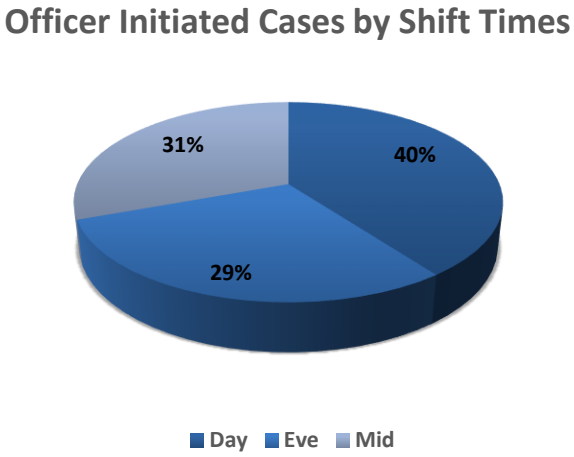
The table below illustrates the totals of Incidents and Cases from April 1, 2018 thought April 30, 2018 generated from the locations listed in the table. These totals include both citizen and officer initiated incidents.

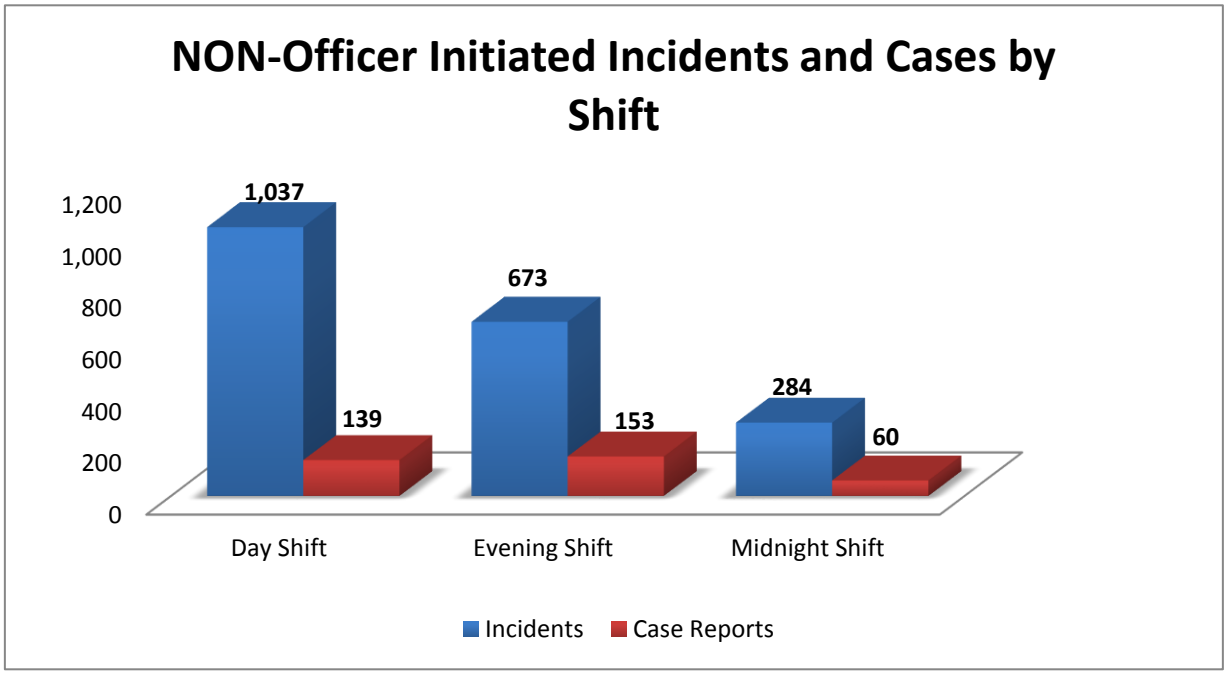
Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
2700 SR.524	96	16
1514 Clearlake Rd	31	12
800 N. Fiske	29	9
1080 N. Fiske	22	7
900 Friday Rd	15	6
1407 Dixon Blvd	11	5
1010 N. Fiske Blvd	9	3
1524 Clearlake Rd	0	0
TOTAL	**213**	**58**

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The bar graph below illustrates both, incidents and cases reported totals by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. The totals in the bar graph do not include patrol checks or officer initiated incidents. In addition, the pie graph below reflects officer initiated cases *only* by shift times.

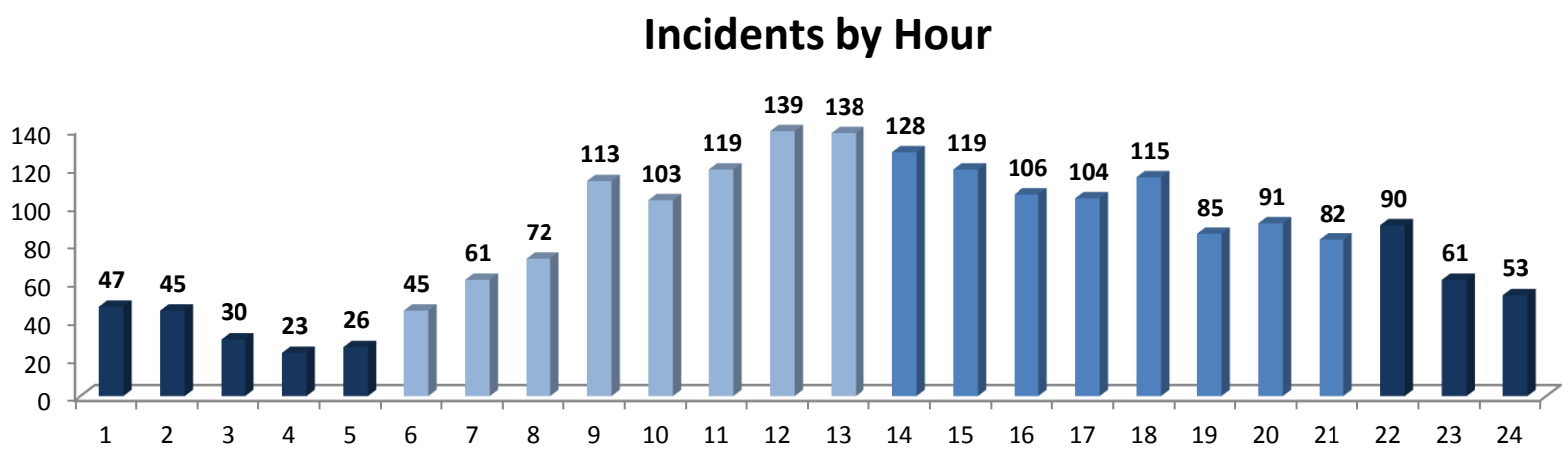




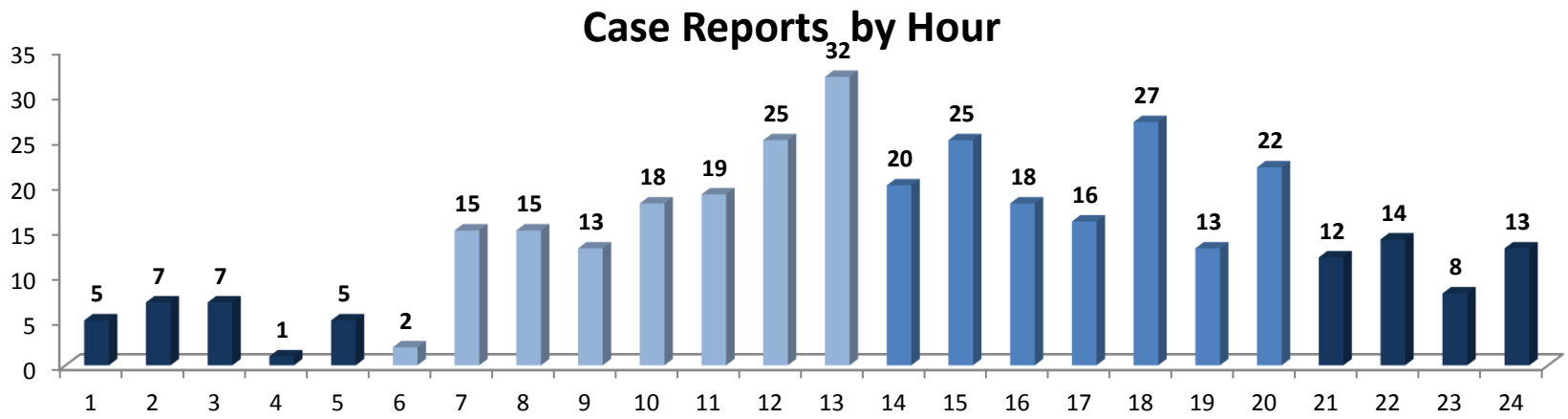
Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Hour

Note: The charts below represents <u>all</u> reported incidents and cases during the month of April broken down by time of day. These totals <u>do not include</u> Patrol Checks or officer iniciated incidents.

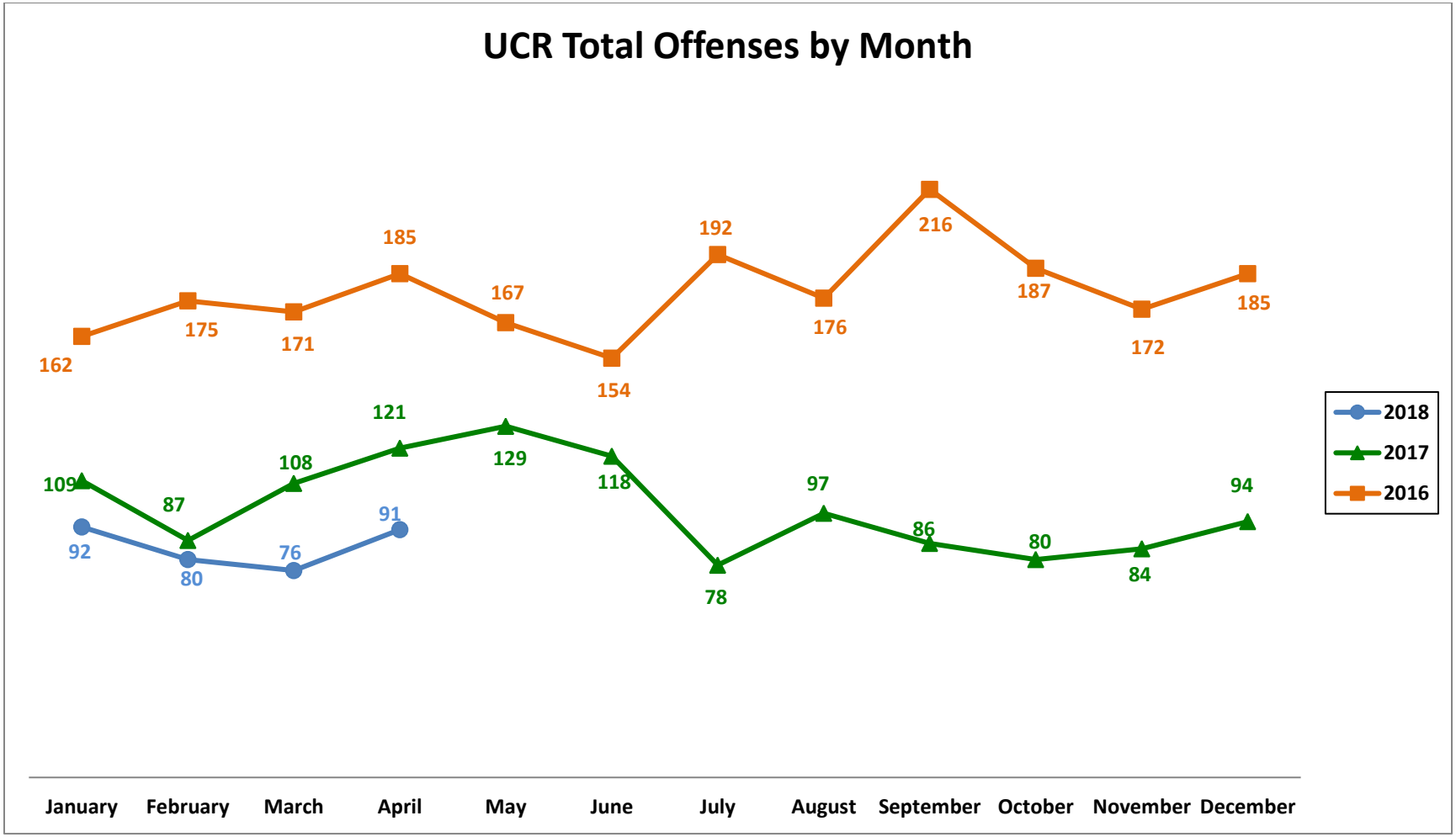


Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst



Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month - 2018, 2017 & 2016



NOTE: *UCR Simple Assaults Offenses totals are no longer included in the 2018 line graph.*

UCR totals were received and the graph was updated on 5/24/18

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst