City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda

Tuesday, May 14, 2024

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 24-284 Approve the Agenda for the Regular City Council Meeting of May 14, 2024 as written or with amendments.

Attachments: 05-14-2024 Short Agenda.pdf

MINUTES:

II.2 24-286 Approve the City Council Workshop Minutes from February 20, 2024 as written or with amendments.

Attachments: 02-20-2024 Minutes ADA.pdf

Exhibit A: FY25 Council Priorities & Planning Presentation.pdf

III. AWARDS AND PRESENTATIONS:

III.1 24-186 Presentation of the Career and Technical Educational Program Cocoa High School Internship Graduates.

Sponsors: Director

III.2 24-238 Proclamation: Proclaiming the Week of May 19-25, 2024 as "National Public Works Week."

Attachments: National Public Works Week 2024 8x10.pdf

III.3 24-240 Proclamation - May is Building Safety Month and the 2nd week of May is Building Safety Professionals Week.

Attachments: Building Safety Month - May Proclamation 2024.docx

III.4 24-263 Trash Bash Results & Awards Presentation

III.5 24-266 Proclamation: Proclaiming the week of May 12 - 18, 2024 as “National Police Week”.

Attachments: National Police Week 2024 8 x 10.docx

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 24-232 Approve Resolution Amending the FY2024 Budget, BAF# 24-085-IFT in the amount of $89,613 through the use of Contingency; Approve Change Order #6 for E&D Contracting/PO 79480 in the amount of $129,222 for the Sellers BNR Project (WS1222)

Attachments:
- PO 79480.pdf
- 79480-1.pdf
- 79480-2.pdf
- 79480-3.pdf
- 79480-4.pdf
- CO #6 - PO 79480.xlsx
- Change Order #006 (WS1222).pdf
- Change Order Tracking Sheet.pdf
- Budget Resolution FY 2024-046 ADA Compliant.docx
- BAF 24-085-IFT-UT- Fund BNR C.O. 6 (05-14-24) Agenda 24-232.pdf

V.2 24-246 Approval to modify the Fiscal Year 2024 Pay Plan.

Attachments: Draft FY 2024 Pay Grades and Pay Plan (04-24-2024).pdf

V.3 24-258 Approve a Water Service Agreement/Interlocal Agreement between the City of Cocoa and the City of Rockledge to continue to provide water service to Rockledge customers.

Attachments: Water Service Agreement.pdf

V.4 24-282 Approve a Grant Application of $150,000 for the Florida Defense Infrastructure Grant for the design of the Pineda Causeway Phase 2 Water Main Design; Authorize the City Manager to sign any documents related to the grant application.

Attachments: Original Grant Application - City of Cocoa.pdf
Cover Letter Defense Infrastructure Grant Program.pdf
Internal Grant Application Utilities Pineda- FY 23 Rev - eForm.pdf

MULTI-YEAR CONTRACTS:

V.5(b) 24-220 Approval of a Multi-Year contract with Pitney Bowes for the renewal of the lease of the DM 475 Mailing System, through June 30, 2029 utilizing the State of Florida Department of Management Services contract # 4102100-17-1. Authorize the City Manager to approve a budget transfer to provide the necessary funding in the correct division.

Attachments: COCOA AGREEMENT.pdf
DMS-44102100-17-1_ Authorization Memo.pdf
DMS - Pitney Bowes - Contract 2.20.17 thru 2.19.22.pdf
DMS - Pitney Bowes - Contract Renewal 2.20.22 thru 2.19.27 .pdf
Pitney Bowes Pricing April 4 2024 (5).xlsx
Price WORKSHEETS.pdf
RE Pitney Bowes Postage Meter Renewal for City of Cocoa Finance Dept - Acc
COI.PDF

V.6(b) 24-244 Approve the Statewide mutual aid/auto aide agreement between the City of Cocoa and the State of Florida regarding statewide mutual aide. Request council to grant the City Manager authorization to approve annual renewals and or modifications as necessary.

Attachments: SMAA 2023 Final 3-2024 Muni.pdf

V.7(b) 24-260 Approval to enter into a multi-year agreement to establish Mutual Aid services that will assist in furnishing fire protection and rescue services for life and property. This Agreement will allow each party to render aid to the other in the case of fire, medical, technical rescue, hazardous materials (Hazmat), natural disaster, or other emergencies. The Agreement allows both parties access to fire rescue services beyond their existing capabilities.

Attachments: KCA-4770 Rev. Basic MAA Between KSC and City of Cocoa.docx

VI. PUBLIC HEARINGS:

VI.1 24-277 Consideration of Second and Final Reading Ordinance 05 -2024 a Zoning Map Amendment for a +/- 13.34-acre parcel located at 1600 Flower Mound Lane from Brevard County RU-2-10 (Medium Density Multiple-Family Residential) to City of Cocoa RU-2-15 (Multiple Family Dwelling).

Attachments:
- Ordinance 05-2024 _ Rezoning Flower Mound Ln. Property to RU-2-15
- 1600 Flower Mound Ln Location.pdf
- 1600 Flower Mound Ln FLU.pdf
- 1600 Flower Mound Ln Zoning.pdf
- 05-2024 Business Impact Estimate Cocoa.pdf
- Legal Ad.pdf

VI.2 24-278 Request to postpone consideration for approval of a Final Subdivision Plat consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for the Lakes at Cocoa Grove to the May 28, 2024 City Council Meeting.

Attachments:
- 10085412.pdf

VI.3 24-279 Consideration of a Land Development Code Amendment to Chapter 18, Subdivisions, to create a new Article VII, Lot Splits and Boundary Line Adjustments, and to make certain other amendments to Chapter 18 as necessary to effectuate the new Article VII; providing amendments to the City's subdivision application requirements and processing procedures for Preliminary and Final Plats; altering the requirements for posting security to ensure completion of public improvements prior to Final Plat Approval; amending processing procedures for site plans processed concurrently with plat applications; eliminating specific procedures related to flag lots; changing staff designations; and providing for the repeal of prior inconsistent ordinances and resolutions.

Attachments:
- Ordinance 06-2024 - Establishing Lot Split Process and Amending Subdivision I
- 10097598 .pdf

VI.4 24-281 Request to Postpone to the May 28, 2024 City Council meeting the consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial.

Attachments:
- 301 S Cocoa Blvd Location.pdf
- 301 S Cocoa Blvd FLU.pdf
- 301 S Cocoa Blvd Zoning.pdf
- Exhibit D Relevant Excerpt Comp Plan Data and Analysis 2010 (1)
- Exhibit E - City of Cocoa Entry Signs.pdf
- Exhibit F - Relevant Excerpt Cocoa Redeveopment Agency Minutes 5-2002 (1).
- 24-0200001 Application ZMA 301 S Cocoa Blvd.pdf
- FLU MAP FROM 2010 EAR.pdf
- P&Z Legal Ad Feb 7_final.pdf

VII. COUNCIL BUSINESS:

VII.1 24-178 Consider the Appointment of Brenda Fox, Angelia Smith and/or Gloria Weatherspoon, to Fill Two Vacancies on the Diamond Square Board.

Attachments:
- Fox Application.pdf
- Smith Application.pdf
- Weatherspoon Application.pdf
- Recorded_ Diamond Square Interlocal Agreement CRA with Brevard County.pd
- Diamond Square Redevelopment Roster.pdf
- Board Vacancies Post.pdf

VIII. CITY BUSINESS:

VIII.1 24-219 Approve Resolution #2024-042 amending and restating the duties and responsibilities of the Cocoa Police Community Relations Advisory Board in support of recent changes in State law.

Attachments:
- Resolution 2024-042 - Revising Duties of Police Advisory Board
- Police Community Relations Advisory Board Roster.pdf

VIII.2 24-223

- Approve a Budget Resolution and related BAFs #24-087IFT1, #24-087IFT2 #24-087T to increase Project Contingency funding in the amount of $1,438,000 for the Fiske Blvd and Broadmoor Acres Drainage Improvement Project.
- Approve the Project Construction Contingency Resolution adding $1,438,000 to the existing contingency of $547,102 for a new total construction contingency of $1,985,102.
- Approve the Project Construction Engineering Inspection (CEI) Contingency Resolution adding $16,215 to the existing contingency of $26,285 for a new total CEI Services contingency of $42,500.
- Authorize the City Manager to approve and issue change orders not to exceed $2,027,602 for both Construction and Construction Engineering Inspection Services related to the project.
- The new Construction Contingency amount supersedes Agenda 23-458 approved by Council on October 10, 2023. The new CEI Contingency amount supersedes Agenda 22-148 approved by Council on March 22, 2022.

Attachments:
Resolution 2024-043 - Project Contingency - Cathcart - Construction.docx
Construction Additional Contingency.pdf
Resolution 2024-044 - Project Contingency - Tierra - CEI Services.docx
CEI Additional Contingency.pdf
03-22-2022 Agreement for CEI Services - Tierra - Fully Executed.pdf
B-22-15R-COC Construction Agreement-v3 - Fully Executed.pdf
B-22-15R-COC CO #1 Internal.pdf
B-22-15R-COC CO #2 Fully Executed.pdf
B-22-15R-COC CO #3 Fully Executed.pdf
B-22-15R-COC CO #4 Fully Executed.pdf
BAF 24-087-IFT1-UT-Add. Contin. Funds for the Fiske and Broadmoor Acres (0
BAF 24-087-IFT2-PW-Fiske Broadmoor Contingency (5.14.24) Agenda 24-223
BAF 24-087-T3-PW-Fiske Broadmoor Contingency (5.14.24) Agenda 24-223.p
Budget Resolution FY 2024-045 ADA Compliant.docx

VIII.3 24-265

Approve Annexation Agreement with the City of Orlando related to Well Sites and water transmission line easements and facilities owned or granted to the City of Cocoa which are located within the proposed and future jurisdictional limits of the City of Orlando.

Attachments:
Cocoa and Orlando Annexation Agreement REVISED COCOA (CLEAN)

VIII.4 24-268 Approve the grant application of $49,000,000 for the Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant offered by the Federal Railroad Administration (FRA) for the construction of a Cocoa Multi-Modal Station. Authorize the City Manager to sign any documents related to the grant application.

Attachments: Internal Grant Application - CRISI Brightline Station 2.pdf

IX. INFORMATIONAL AGENDA:

IX.1 24-264 Bi-weekly Report from April 19 - May 9, 2024

Attachments: Council bi-weekly report.pdf

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

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

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

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

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

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

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.
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Legislation Details (With Text)

File #:	24-284	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	5/10/2024			**In control:**	City Council
On agenda:	5/14/2024			**Final action:**	
Title:	Approve the Agenda for the Regular City Council Meeting of May 14, 2024 as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	05-14-2024 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 10, 2024
Agenda Date: May 14, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Approve the Agenda for the Regular City Council Meeting of May 14, 2024 as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the Agenda for the Regular City Council Meeting of May 14, 2024 as written or with amendments.

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Agenda
City of Cocoa
Regular Meeting of The City Council

Date: May 14, 2024
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of May 14, 2024. (24-284)

2. Minutes: City Council Workshop of February 20, 2024. (24-286).

III. Awards and Presentations:

1. Presentation of the Career and Technical Educational Program Cocoa High School Internship Graduates. (24-186). (Administrative Services Director)

2. Proclamation: Proclaiming the Week of May 19-25, 2024 as "National Public Works Week." (24-238). (Public Works Director)

3. Proclamation - May is Building Safety Month and the 2nd week of May is Building Safety Professionals Week. (24-240). (Community Services Director)

4. Trash Bash Results & Awards Presentation. (24-263). (Econ. & Comm. Services Director)

5. Proclamation: Proclaiming the week of May 12 - 18, 2024 as "National Police Week". (24-266). (Police Chief)

IV. Delegations:

This Agenda may be Amended up until or at the Meeting

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

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V. Consent Agenda:

(A) General Consent Items:

1. Approve Resolution Amending the FY2024 Budget, BAF# 24-085-IFT in the amount of $89,613 through the use of Contingency; Approve Change Order #6 for E&D Contracting/PO 79480 in the amount of $129,222 for the Sellers BNR Project (WS1222). (24-232). (Utilities Director)

2. Approval to modify the Fiscal Year 2024 Pay Plan. (24-246). (Administrative Services Director)

3. Approve a Water Service Agreement/Interlocal Agreement between the City of Cocoa and the City of Rockledge to continue to provide water service to Rockledge customers. (24-258). (Utilities Director)

4. Approve a Grant Application of $150,000 for the Florida Defense Infrastructure Grant for the design of the Pineda Causeway Phase 2 Water Main Design; Authorize the City Manager to sign any documents related to the grant application. (24-282). (Utilities Director)

(B) Multi-Year Contracts:

5. Approval of a Multi-Year contract with Pitney Bowes for the renewal of the lease of the DM 475 Mailing System, through June 30, 2029 utilizing the State of Florida Department of Management Services contract # 4102100-17-1. Authorize the City

Manager to approve a budget transfer to provide the necessary funding in the correct division. (24-220). (Administrative Services Director)

6. Approve the Statewide mutual aide/auto aide agreement between the City of Cocoa and the State of Florida regarding statewide mutual aide. Request council to grant the City Manager authorization to approve annual renewals and or modifications as necessary. (24-244). (Fire Chief)

7. Approval to enter into a multi-year agreement to establish Mutual Aid services that will assist in furnishing fire protection and rescue services for life and property. This Agreement will allow each party to render aid to the other in the case of fire, medical, technical rescue, hazardous materials (Hazmat), natural disaster, or other emergencies. The Agreement allows both parties access to fire rescue services beyond their existing capabilities. (24-260). (Fire Chief)

VI. Public Hearings:

1. Consideration of Second and Final Reading Ordinance 05-2024 a Zoning Map Amendment for a +/- 13.34-acre parcel located at 1600 Flower Mound Lane from Brevard County RU-2-10 (Medium Density Multiple-Family Residential) to City of Cocoa RU-2-15 (Multiple Family Dwelling). (24-277). (Community Services Director)

2. Request to Postpone Consideration for Approval of a Final Subdivision Plat consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for the Lakes at Cocoa Grove. (24-278). (Planner)

3. Consideration of a Land Development Code Amendment to Chapter 18, Subdivisions, to create a new Article VII, Lot Splits and Boundary Line Adjustments, and to make certain other amendments to Chapter 18 as necessary to effectuate the new Article VII; providing amendments to the City's subdivision application requirements and processing procedures for Preliminary and Final Plats; altering the requirements for posting security to ensure completion of public improvements prior to Final Plat Approval; amending processing procedures for site plans processed concurrently with plat applications; eliminating specific procedures related to flag lots; changing staff designations; and providing for the repeal of prior inconsistent ordinances and resolutions. (24-279). (Planning Consultant)

4. Request to Postpone to the May 28, 2024 City Council meeting the consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial. (24-281). (Planning Consultant)

VII. Council Business:

1. Consider the Appointment of Brenda Fox, Angelia Smith and/or Gloria Weatherspoon, to Fill Two Vacancies on the Diamond Square Board. (24-178). (Administrative Services Director)

VIII. City Business:

1. Approve Resolution #2024-042 amending and restating the duties and responsibilities of the Cocoa Police Community Relations Advisory Board in support of recent changes in State law. (24-219). (City Attorney)

2. Approve a Budget Resolution and related BAFs #24-087IFT1, #24-087IFT2 #24-087T to increase Project Contingency funding in the amount of $1,438,000 for the Fiske Blvd and Broadmoor Acres Drainage Improvement Project; Approve the Project Construction Contingency Resolution adding $1,438,000 to the existing contingency of $547,102 for a new total construction contingency of $1,985,102; Approve the Project Construction Engineering Inspection (CEI) Contingency Resolution adding $16,215 to the existing contingency of $26,285 for a new total CEI Services contingency of $42,500; Authorize the City Manager to approve and issue change orders not to exceed $2,027,602 for both Construction and Construction Engineering Inspection Services related to the project; The new Construction Contingency amount supersedes Agenda 23-458 approved by Council on October 10, 2023. The new CEI Contingency amount supersedes Agenda 22-148 approved by Council on March 22, 2022. (24-223). (Public Works Director)

3. Approve Annexation Agreement with the City of Orlando related to Well Sites and water transmission line easements and facilities owned or granted to the City of Cocoa which are located within the proposed and future jurisdictional limits of the City of Orlando. (24-265). (Utilities Director)

4. Approve the grant application of $49,000,000 for the Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant offered by the Federal Railroad Administration (FRA) for the construction of a Cocoa Multi-Modal Station. Authorize the City Manager to sign any documents related to the grant application. (24-268). (City Manager)

IX. Informational Agenda:

1. Bi-weekly Report from April 19 - May 9, 2024. (City Manager)

X. Reports:

XI. Adjournment:

This Agenda may be Amended up until or at the Meeting

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

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questions should not be made directly to administrative staff without permission from the Mayor or chair.

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Legislation Details (With Text)

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Type:	Minutes			**Status:**	Agenda Ready
File created:	5/10/2024			**In control:**	City Council
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Sponsors:					
Indexes:					
Code sections:					
Attachments:	02-20-2024 Minutes ADA.pdf Exhibit A: FY25 Council Priorities & Planning Presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 10, 2024
Agenda Date: May 14, 2024
Prepared By: Monica Arsenault, City Clerk
Through:
Requested Action:
Approve the City Council Workshop Minutes from February 20, 2024 as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the City Council Workshop Minutes from February 20, 2024 as written or with amendments.

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MINUTES
City of Cocoa
Council Priorities Workshop

February 20, 2024

A City Council Priorities Workshop was held on Tuesday, February 20, 2024, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 5:00 p.m.

Councilmember Barringer provided the invocation and Councilmember Goins led the assembly in the Pledge of Allegiance.

The City Clerk took the roll.

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

OTHER STAFF MEMBERS PRESENT:

Abby Morgan, Public Works Director; Rebecca Bowman, Finance Director; Charlene Neuterman, Community Services Director; Evander Collier, Police Chief; Jack Walsh, Utilities Director; Tammy Gemmati, Administrative Services Director; Samantha Senger, Communications & Economic Development Director; Robert Beach, Chief Technology Officer; and Lisa Richardson, Help Desk Support Tech.

II. Workshop Topics:

City Manager Whitten reviewed the agenda[1] for the evening and pointed out the topics to be discussed.

1. Revisiting Priority Areas

Ms. Senger talked about priority areas, mentioning the areas of focus are public safety and community standards, public infrastructure, economic and community development, community outreach and engagement and organizational effectiveness.

Councilmember Koss discussed the idea of a planning tool to maintain objectives and log actions and accountability. This would also help prioritize projects. She explained that this would allow staff and the public to know what the plan is. This can be a flexible tool and should be used to help achieve aspirations.

Mayor Blake pointed out that nothing is etched in concrete as plans can change, especially in the event of a hurricane where the focus may change.

Councilmember Koss reiterated that this would be a flexible tool because plans can certainly change.

* **MOTION by Councilmember Koss to ask staff to bring back a draft document of Council goals and objectives to serve as a planning tool that would help maintain actions and accountability.**

MOTION DIED for a lack of a Second.

2. Legislative Session Potential Impacts

City Manager Whitten reviewed the legislative priorities. These include:

- Funding for all phases of SR524 and SR501 – Brightline Station
- Additional State funding for the SHIP Program
- Supporting additional funding for the conversion of the former Dr. Joe Lee Smith Center
- Additional funding for sustainability and resiliency projects
- Funding for the redesign and construction of day slips at Lee Wenner Park
- Protection of the local Home Rule
- Opposing utility transfer restrictions
- Continued funding of bonus and incentive pay for First Responders

[1] Exhibit A: FY2025 Council Priorities & Planning

- Continuation of cybersecurity funding

City Manager Whitten further spoke about potential legislative impacts. These include several bills being considered, including topics such as municipal utilities, millage rates, increased homestead property tax exemptions and bills dealing with advanced community permitting moving forward.

3. Fund Balance and 2024/2025 Budget Development

Ms. Bowman reviewed the General Fund unassigned fund balance. She pointed out that staff's recommendation for the use of FY23 unassigned fund balance will be road paving, P25 radios and police vehicles.

Ms. Bowman gave an update on prior assigned fund balance commitments, including park projects and other capital projects. Additionally, the following projects from the FY21 assigned fund balance have been completed:

- Donation requests
- Paving
- Fuel Tank
- Police Headquarters
- Brevard Museum

Ms. Bowman talked about estimated new money being anticipated for FY25. This includes a property tax increase, an increase in fire assessment fees, utility/stormwater indirect cost allocations and a return on utility investment. She also shared the anticipated increases in expenses, leaving the City with a shortfall of about $452,652.00.

Furthermore, she shared beautification and maintenance obligations that the City has committed funds to. This includes:

- Annual contract services mowing
    - SR520, Lee Wenner Park, Fire Stations, etc.
    - Cemeteries
- Annual facility obligations
    - Cocoa Playhouse
    - Brevard Museum
    - Leon & Jewel Collins Museum
    - Junny Rios Park Splash Pad

- Post Office
- Former Dr. Joe Lee Smith Center
- Heart of Cocoa Meeting Room
- Cemeteries general maintenance

Ms. Bowman shared that the City's contractual obligation to the Cocoa Playhouse is $85,000 annually, however it was exceeded by $128,932 as the elevator and the fire alarm system were replaced. Additionally, City Manager Whitten pointed out that the City of Cocoa owns the Cocoa Village Playhouse.

Councilmember Goins asked if staff could provide a copy of the contract for the Cocoa Village Playhouse so they can be well informed. In response, City Manager Whitten stated that he sent an email to Council with a copy of the contract so they can see what it looks like.

Lastly, Ms. Bowman talked about deferred capital for FY24. This includes the following items:

- Police Department
  - Replacement evidence lockers
  - Carport enclosure evidence yard
- Public Works Department
  - Aurora Street ditch piping and road
  - Fleet (kitchen and bath)
  - Civic Center roof

4. Parks Updates and Proposed Maintenance Agreement

Ms. Morgan provided Council with a project update for the parks. She talked about Provost Park and noted that it is currently under construction and is anticipated to be completed in mid-June.

There are some items that need to be decided, however, and she elaborated that paving and striping the parking lot off of Varr Avenue would provide twenty-four additional improved parking spaces with a combination of asphalt and proper grading of the lot. This would provide approximately seventy total spaces for Provost Park including the parking lot off of Fiske Blvd. This would require a change order for a total of around $50,000.

Ms. Morgan provided an update on Bracco Pond Park, noting that the project was completed in August of 2023. This park offers multi-station static exercise equipment around the walking path. A combination of twenty-four oak, maple and bald cypress trees were planted as part of the Year 3 Phase of the Urban Forestry Grant.

Ms. Morgan shared that the Junny Rios Martinez Park is at one hundred percent design. This will offer a new splash pad and a pavilion.

Councilmember Barringer shared some concerns that he has regarding the park that he's heard from his constituents. The citizens have been patient and he'd like to have a future conversation, as a Council, to decide what they are committed to.

Furthermore, he shared that there are some citizens, a little more fiscally conservative, who feel the city already has a beautiful splash pad and don't necessarily see a need for another one. On the other hand, a lot of the new development is bringing in new and younger families, as well as those who have been residents for a long time, who really value a new splash pad in their area, saving them a fifteen-to-twenty-minute drive to Cocoa Village.

Ms. Morgan provided an update on the last park, Don "Mo" Stradley Park. She noted that this park is under construction and is anticipated to be completed in mid-June[2].

City Manager Whitten talked about the County's proposed Maintenance Agreement, beginning with the history of the District 4 parks. He pointed out that in 1986 the City of Cocoa entered into a long-term maintenance and operations agreement with Brevard County Parks and Recreation. This agreement expired in 2011.

Due to a lack of funding related to the maintenance, operations and capital improvements of these parks, a referendum was placed on the ballot in 2000. Unfortunately, while a similar referendum passed in other districts in the County, it failed in District 4.

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

[2] A five-minute recess was taken at 6:34pm. Council reconvened at 6:39pm.

City Manager Whitten provided information depicting District 4's revenue vs. expenditures, sharing that the City of Cocoa contributes approximately 19% of the District 4 revenue. The City also received approximately 32% of the total revenue. Historically, the Brevard County BOCC has further contributed general fund dollars beyond what District 4 is able to fund.

Currently, the City has received a proposed maintenance agreement from Brevard County Parks and Recreation with a deadline to respond by April 1, 2024. This will include improved levels of service; however, it does not provide accountability.

Furthermore, capital replacements from the County, per item, are covered up to $5,000 and overages would be covered by the City. The annual maintenance costs exceeding revenues will be spilt 50/50 between the City and the County. Additionally, any criminal mischief or theft would be at the cost of the City.

Deputy Mayor Hearn and Councilmember Goins both agreed and commented that accountability is very important with an agreement such as this and feel that there should definitely be a level of accountability.

City Manager Whitten noted that the proposal states that the term of this Interlocal Agreement shall be for a period of ten years with two options for renewal of five-year periods by written notice to the County ninety-days prior to the expiration of the current term. Each renewal shall be subject to the renegotiation of the terms of this Interlocal Agreement by the parties. Either party may terminate this agreement by providing a six-month written notice to the other party.

City Manager Whitten added that he does not feel that a six-month written notice is enough time and also has concerns with language in the proposal that says "it is understood and agreed that the City will be obligated to assume and complete any agreements made by the County to obtain said funds unless the City notified the County of the City's objection prior to acceptance of the grant."

He highlighted other concerns that he has with some of the language written in the proposal and shared his reasonings why[3].

Ms. Morgan pointed out that the City of Rockledge has shared their agreement with the County with her and the terms are quite different. She has had a discussion with the City Manager about this and staff would like to address any

[3] Mayor Blake left the meeting at 7:11pm & returned at 7:13pm.

discrepancies between the two agreements with the County. The agreement should be made fair and equitable.

5. Affordable Housing

Topic to be discussed at the March 5, 2024 workshop.

6. Brightline Train Station

Topic to be discussed at the March 5, 2024 workshop.

7. Public Input/Citizen Participation

Chuck Sheridan, running for Senator of District 19, talked about Brightline. He shared that he is all for the station in Cocoa.

Katie Delaney, Candidate for District 1 County Commission, talked about annexing unincorporated areas of Brevard County into Cocoa. As a citizen that lives in one of those unincorporated areas, she has major concerns about being annexed as the City does not have a Comprehensive Plan.

She also talked about investments in public infrastructure. The County is currently drowning in debt and she pointed out that if the City annexed Port St. John, for example, she would like to know how the City would take on that debt.

For the record, Deputy Mayor Hearn stated that the City has no plans to annex Port St. John.

Kristin Lortie, Cocoa resident, shared that she is in support of Councilmember Koss's idea of establishing a strategic planning tool and is disappointed that the motion died for a lack of a second. She would like to see the Council take a formal vote on this.

She also commended Councilmember Barringer for talking about the splash pad. She does not feel that her district needs a splash pad. Additionally, she mentioned Integra Trails and her concern regarding the lack of access to any trails.

There being no further comments from the public, Deputy Mayor Hearn closed the public input segment of the meeting.

Discussion was held on topics and priorities that should be brought to the next workshop on March 5, 2024.

III. Adjournment:

*** MOTION by Deputy Mayor Hearn; Seconded by Councilmember Goins, to adjourn the Council Priorities Workshop of February 20, 2024.**

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:40 p.m.

_____

Michael C. Blake, Mayor

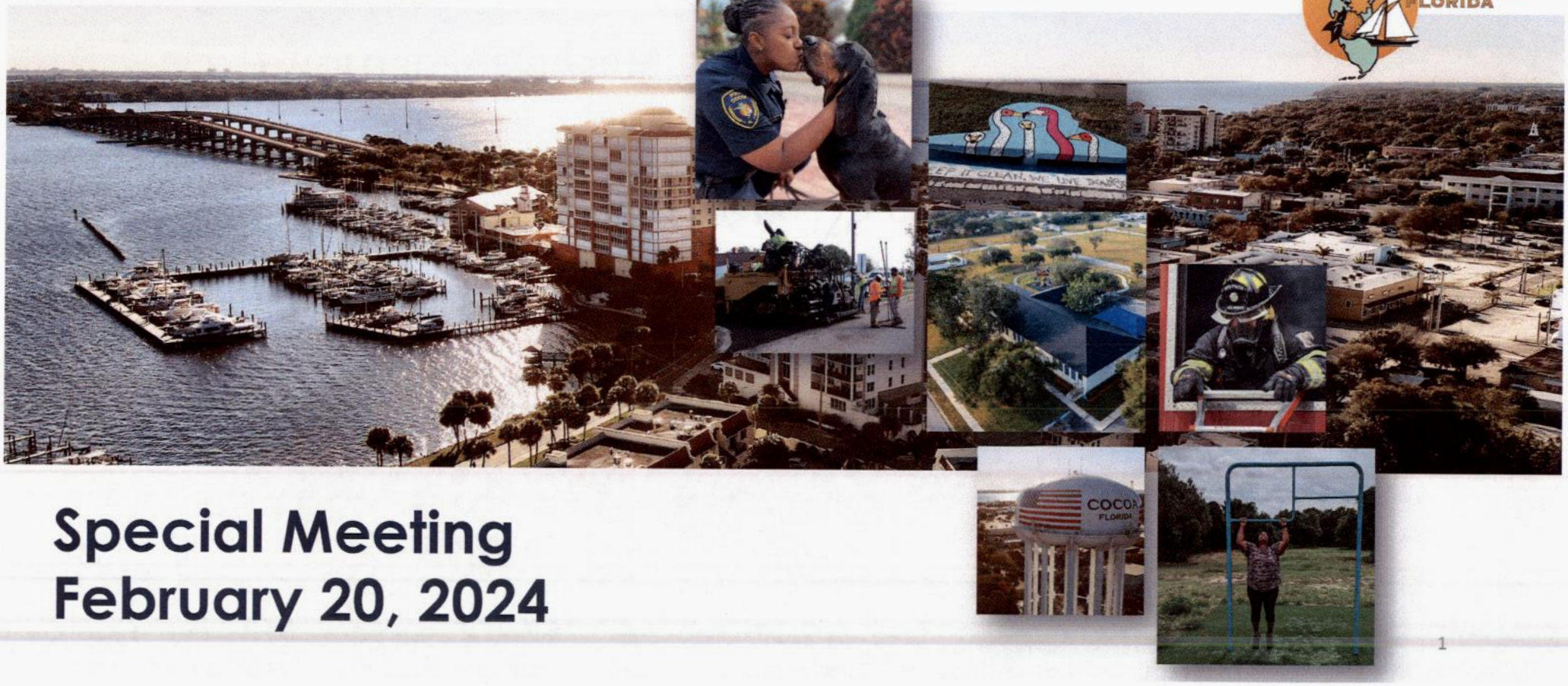
ATTEST:

_____

Monica Arsenault, CMC, City Clerk

Exhibit A

FY 2025 COUNCIL PRIORITIES & PLANNING



Special Meeting
February 20, 2024

AGENDA

COCOA
FLORIDA

1. Revisiting Priority Areas
2. Legislative Session Potential Impacts
3. Fund Balance and 2024/2025 Budget Development
4. Parks Updates and Proposed Maintenance Agreement
5. Affordable Housing
6. Brightline Train Station
7. Public Input/Citizen Participation

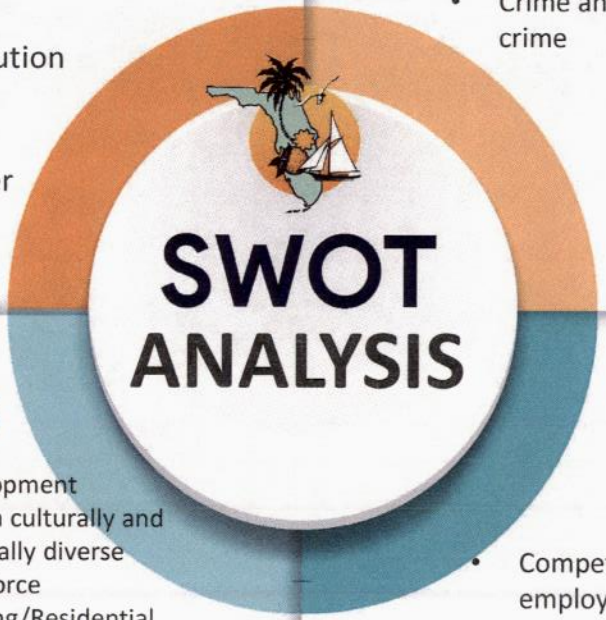
2022 SWOT ANALYSIS - APPROVED

STRENGTHS

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

WEAKNESSES

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



OPPORTUNITIES

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

THREATS

- Competition for municipal employees
- Cocoa's Image/Reputation
- Lack of service and healthcare businesses
- Health of the Lagoon
- Lack of attainable workforce housing
- Homelessness
- Climate change (Storm surge, heat events, sea level rise)
- Unmanaged growth
- Lack of civic engagement

PRIORITY AREAS

2025



COCOA
FLORIDA

PRIORITY AREAS

COCOA
FLORIDA

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





PUBLIC SAFETY & COMMUNITY STANDARDS



PUBLIC INFRASTRUCTURE



ECONOMIC & COMMUNITY DEVELOPMENT



COMMUNITY OUTREACH & ENGAGEMENT



ORGANIZATIONAL EFFECTIVENESS



PUBLIC SAFETY/COMMUNITY STANDARDS

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

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

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



INVESTMENT IN PUBLIC INFRASTRUCTURE

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

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

ECONOMIC/COMMUNITY DEVELOPMENT

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

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



COMMUNITY OUTREACH & ENGAGEMENT

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

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



ORGANIZATIONAL EFFECTIVENESS

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

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

LEGISLATIVE SESSION

POTENTIAL IMPACTS



COCOA FLORIDA

Legislative Priorities

- **Funding for All Phases of State Road 524 & State Road 501 Safety & Capacity Projects – Brightline Station**
- **Additional State Funding for the SHIP Program for Affordable Housing Initiatives**
- **Supporting additional funding for the conversion of the former Dr. Joe L. Smith Community Center**
- **Additional funding for Sustainability and Resiliency Projects/Initiatives**
- **Funding for the redesign and construction of Day Slips at Lee Wenner Park**

COCOA FLORIDA

Legislative Priorities

- **Protection of Local Home Rule**
- **Opposing Utility Transfer Restrictions**
- **Continued funding of Bonus and Incentive Pay for First Responders**
- **Funding for Project J&K Septic to Sewer Conversion**
- **Continuation of Cybersecurity Funding**

COCOA
FLORIDA

LEGISLATIVE POTENTIAL IMPACTS

- **Municipal Utilities**
  - CS/CS/HB 1277 (Busatta Cabrera) and SB 1510 (Brodeur) impose restrictions on the use of municipal water, wastewater, gas or electric utility revenues to fund general government services and impose restrictions on the imposition of water and wastewater extraterritorial surcharges.
  - CS/CS/HB 1277 (Busatta Cabrera) will be considered by the House Commerce Committee on Thursday, February 15, at 9 a.m. The bill caps transfers of utility revenues and eliminates surcharges on extraterritorial customers. CS/CS/HB 1277 punishes good actors, hurts fiscally constrained communities and may jeopardize bond financing and planned projects.

Estimated loss in revenue : Water: $5,840,746 Sewer: $526,719

LEGISLATIVE POTENTIAL IMPACTS

- **Bill Relating to Millage Rates Ready for the House Floor**
  - On Wednesday, **CS/CS/HB 1195** (Garrison) passed in its final committee of reference on a vote of 13-4 and will now be eligible for the House floor. The bill would require cities to have super-majority approval of the governing body to increase the millage rate. On Thursday, **CS/SB 1322** (Ingoglia) passed its second committee of reference on a vote of 4-2. **(Chapman)**

LEGISLATIVE POTENTIAL IMPACTS

- **Increased Homestead Property Tax Exemption**
  - HJR 7015 (Buchanan) proposes an amendment to the constitution to authorize the Legislature to increase the maximum amount of the exemption on homestead property from a maximum amount of $25,000 to a maximum amount of $50,000, for homestead property with an assessed value greater than $50,000. The constitutional amendment must be approved by at least 60% of electors at the November 2024 general election and will take effect on January 1, 2025. (Chapman)

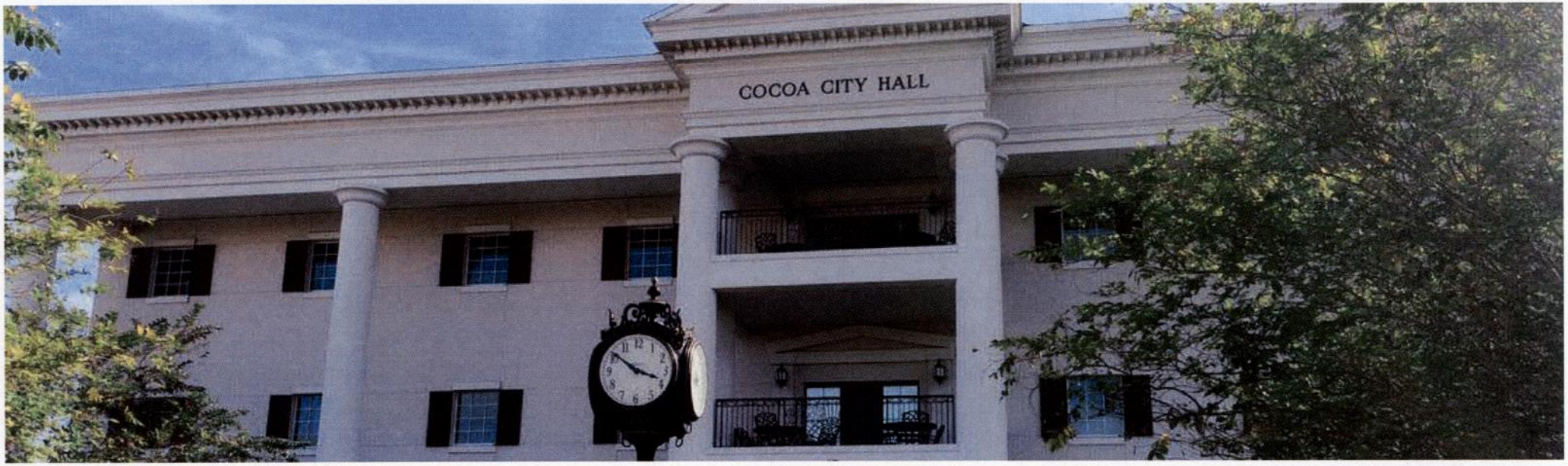
Estimated maximum loss in revenue: ($614,000)

LEGISLATIVE POTENTIAL IMPACTS

- **Bills Dealing with Advanced Community Permitting Move Forward**
  - **CS/CS/HB 665** (McClain) and **CS/CS/SB 812** (Ingoglia) are comprehensive bills dealing with the expedited approval of residential building permits. This week, both bills were amended to include an exemption for municipalities who have 25 acres or less of contiguous land zoned for residential or agricultural purposes. Additionally, CS/CS/HB 665 was amended to remove the exemption for municipalities with a population of 30,000 or more. The bills do include a few protections for cities, including an indemnification clause and a requirement for applicants to have a performance bond of up to 130%. For more information on what these bills do, click **here** to view the bill summary. **CS/CS/SB 812 will be heard in the Senate Rules Committee on Wednesday, February 14. (Chapman)**

2024/2025 BUDGET DEVELOPMENT

OVERVIEW



COCOA
FLORIDA

BUDGET

FUND BALANCE



COCOA
FLORIDA

General Fund – Unassigned Fund Balance

Fund Balance	
Preliminary Unassigned Fund Balance – Year End FY23 (as of 2/16/24)	TBD
Liquidity Reserve	($6,000,000)
FY23/FY24 Committed Fund Balance	($12,637,104)
Recommendation Use of FY23 Unassigned Fund Balance:	
Road Paving	($500,000)
P25 Radios (100 Mobile)	($600,000)
Police Vehicles (6)	($360,000)

General Fund – Prior Assigned Fund Balance Commitments

	Budget	Remaining Budget	% Spent
Total Park Projects AFB21	$4,027,427	$1,304,070	67%
Other Capital Projects AFB21	$4,276,573	$2,370,499	44%
Total:	$8,304,000	$3,674,569	
Other Capital Projects AFB22	$5,440,000	$4,004,758	26%
Total:	$5,440,000	$4,004,758	

COCOA FLORIDA

General Fund – FY21 Assigned Fund Balance (AFB) cont.

Projects	Remaining Balance
Donations	Complete
Paving	Complete
Fuel Tank	Complete
Police Headquarters	Complete
Brevard Museum	Complete

New Money (Estimates)

FY25 Budget	
Property Tax Increase 3% (Current Millage Rate)	$319,000
Fire Assessment 3%	$98,000
Utility/Stormwater Indirect Cost Allocations 5%	$414,000
*Utility Return on Investment (ROI) 2%	$159,000
Total Estimated Increase in Revenue:	$990,348

COCOA FLORIDA

Increase in Expenses (Estimates)

FY25 Budget	
General Fund Salaries Increases	$853,000
General Fund Medical Insurance (11%)	$462,000
General Property/Liability Insurance (5%)	$47,000
General Fund Fuel (10%)	$35,000
General Fund Utilities (5%)	$46,000
Total Estimated Expenses	$1,443,000
Total Estimated Shortfall:	**($452,652)**

COCOA FLORIDA

Beautification/Maintenance Obligations

FY25 Budget	
Annual Contract Services Mowing:	
SR520, Lee Wenner Park, Fire Stations etc.	$432,000
Cemeteries	$75,000
Annual Facility Obligations:	
Cocoa Playhouse	$85,000
Brevard Museum	$47,000
Leon & Jewel Collins Museum	$25,780
Junny Rios Park Splash Pad	$50,000
Post Office	$5,000
Former Dr. Joe Lee Smith Center	$4,500
Heart of Cocoa Meeting Room	$4,000
Cemeteries General Maintenance	$7,000
Total Beautification/Maintenance Obligation:	**$735,280**

*FY23 Cocoa Playhouse – Contractual Obligation is $85,000 annually, exceeded by $128,932. Replace Elevator $67,083 and Fire Alarm System $146,849 in FY23.

COCOA FLORIDA

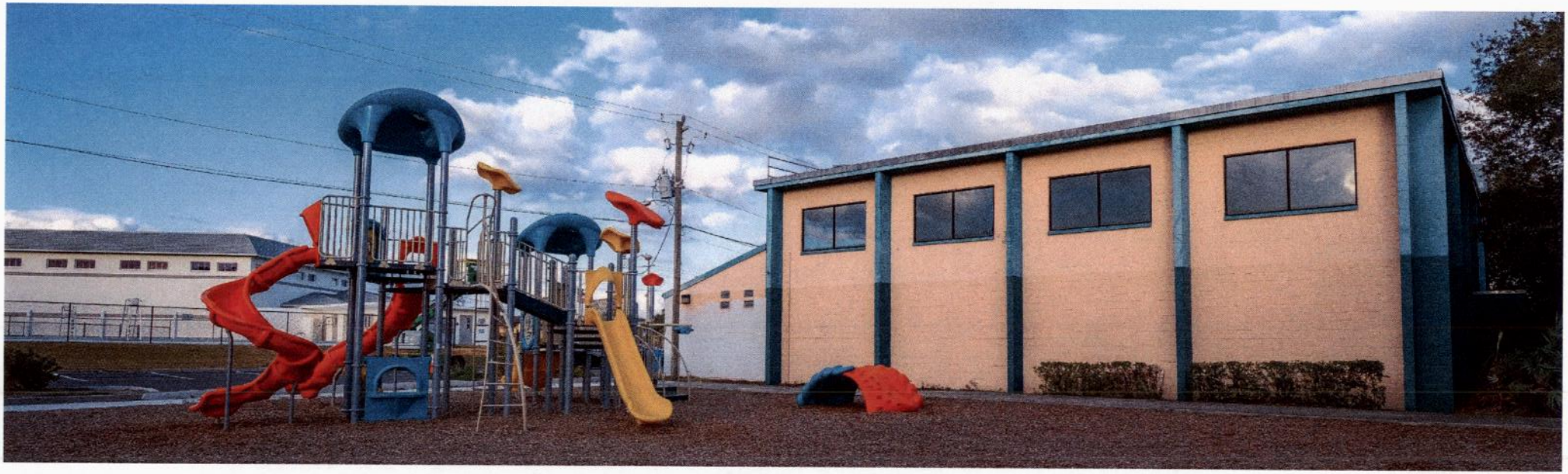
General Fund Deferred Capital (FY24)

Police Department (PD)	
Replacement Evidence Lockers	$32,000
Carport Enclosure Evidence Yard	$110,000
Total Deferred Capital (PD)	**$142,000**
Public Works Department (PW)	
Aurora Street Ditch Piping and Road	$695,900
Fleet (Kitchen and Bath)	$39,000
Civic Center Roof	$105,000
Total Deferred Capital (PW)	**$839,900**
Total Deferred General Fund Capital	**$981,900**

COCOA FLORIDA

PARKS

PROJECTS UPDATE

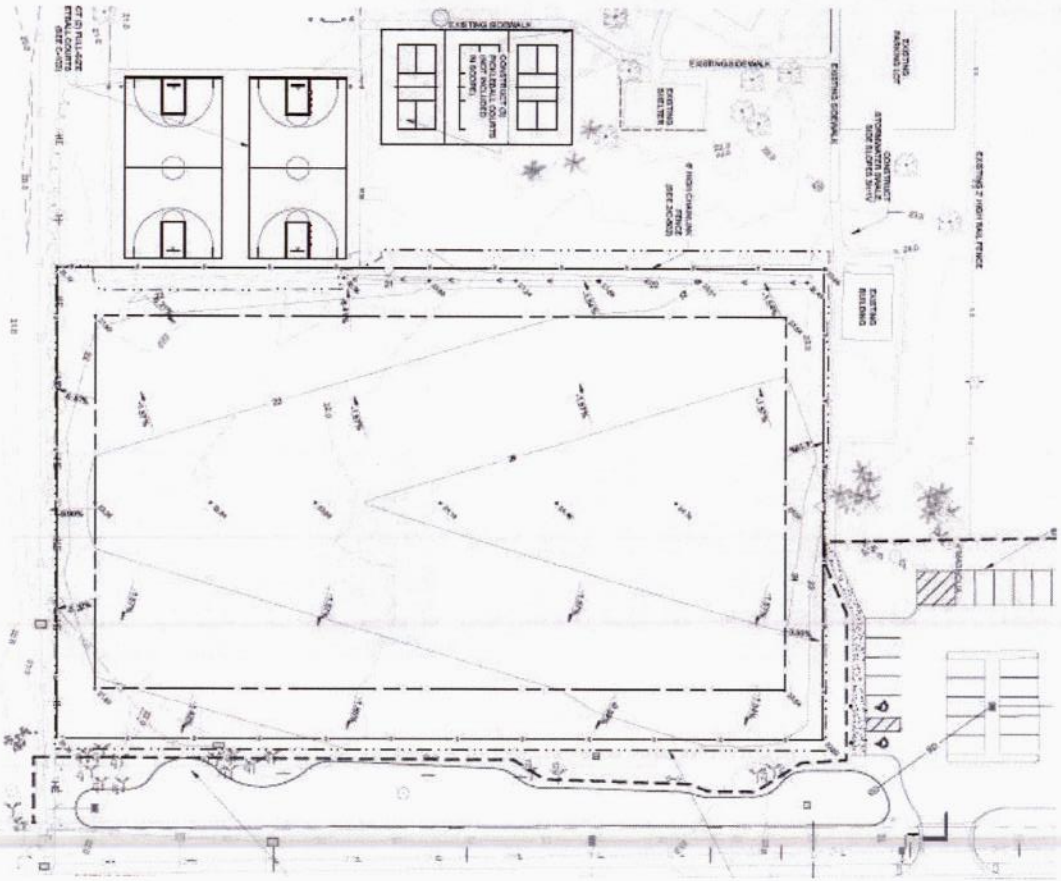


COCOA
FLORIDA

Provost Park

Overview	Multi-purpose field, 2 full-size basketball courts, pickleball courts, restroom building modifications, lighting, fencing, benches, future parking
Status	**Under construction**, anticipated completion mid-June
District	1

Provost Park Site Layout



Items to decide:

- Pave and stripe the parking lot off Varr Ave. This would provide 24 additional improved parking spaces with a combination of asphalt and proper grading of the lot. This would provide approximately 70 total spaces for Provost Park including the parking lot off Fiske Blvd. This would be a change order for a total of about $50,000.

Bracco Pond Park

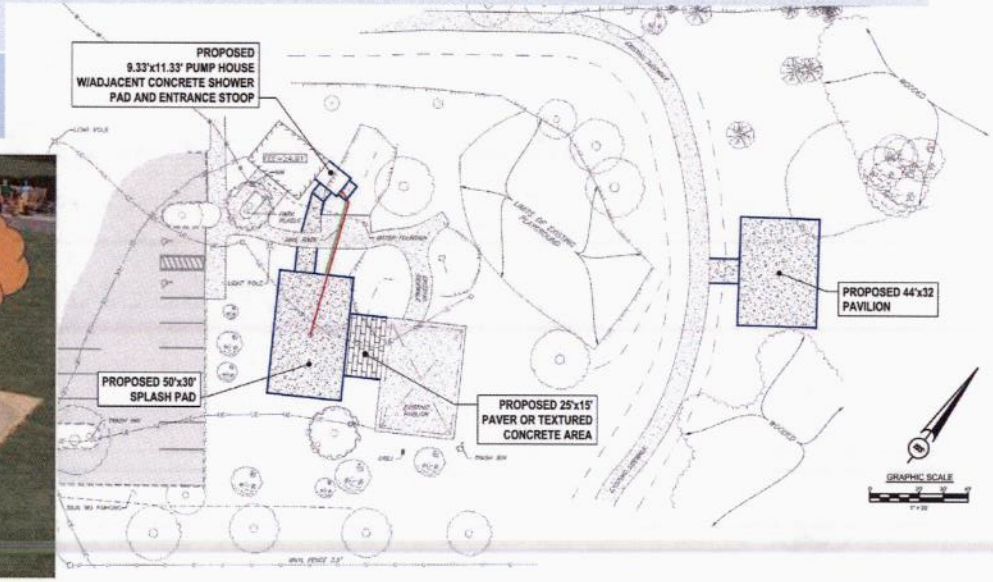
Overview	Multi-station static exercise equipment around the walking path at Bracco Pond Park. Oak, Maple and Bald Cypress trees (24) were planted at Bracco Pond Park as part of the Year 3 Phase of the Urban Forestry Grant.
Status	**Project completed** in August 2023
District	2



Junny Rios Martinez Park

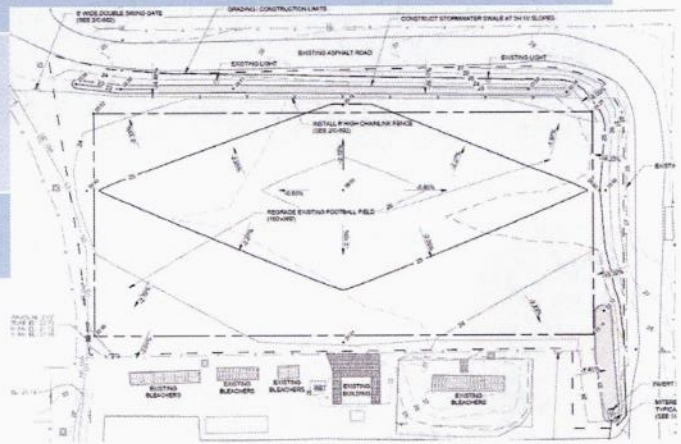
Overview	New splash pad (ADA compliant, pumphouse and equipment) and 44'x32' pavilion
Status	**At 100% design**
District	3





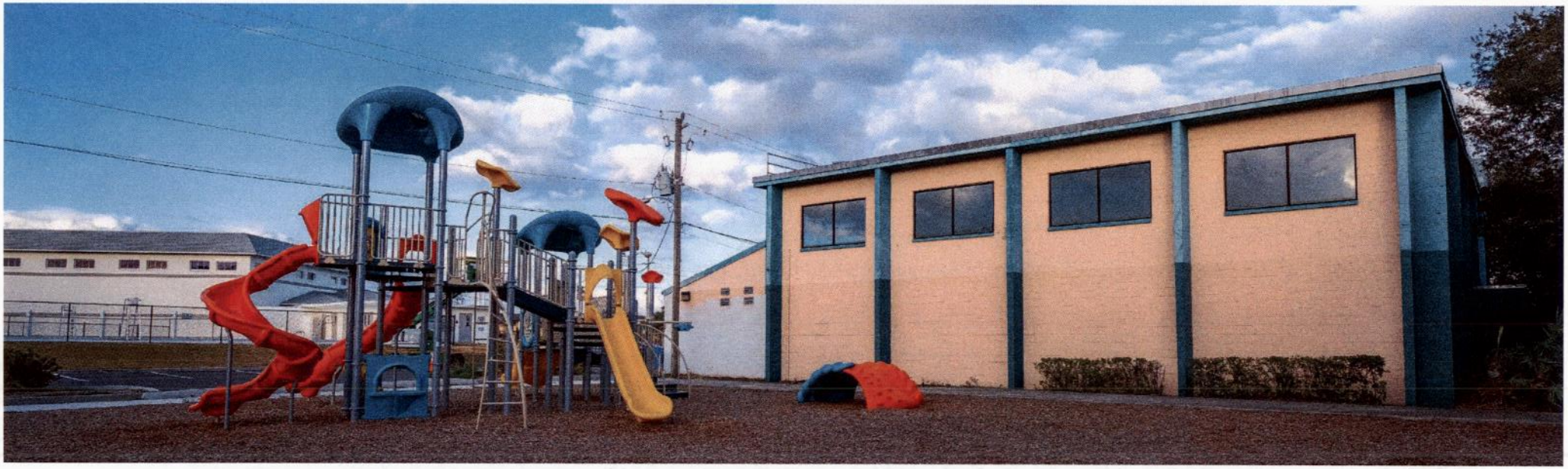
Don "Mo" Stradley Park

Overview	Football concession storage addition, Paving of football parking lot, Concession building renovations to baseball and softball buildings, Softball Field Renovations, Reconstruct football field with related stormwater and irrigation improvements, Goal posts and 3-sided perimeter fencing.
Status	**Under construction**, anticipated to be completed in mid-June
District	4



PARKS

COUNTY PROPOSED MAINTENANCE AGREEMENT



COCOA
FLORIDA

History of D4 Parks



1961

- Brevard County Recreation District 4 was established to provide funding for recreational facilities and programs for the residents within the district.

1986

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

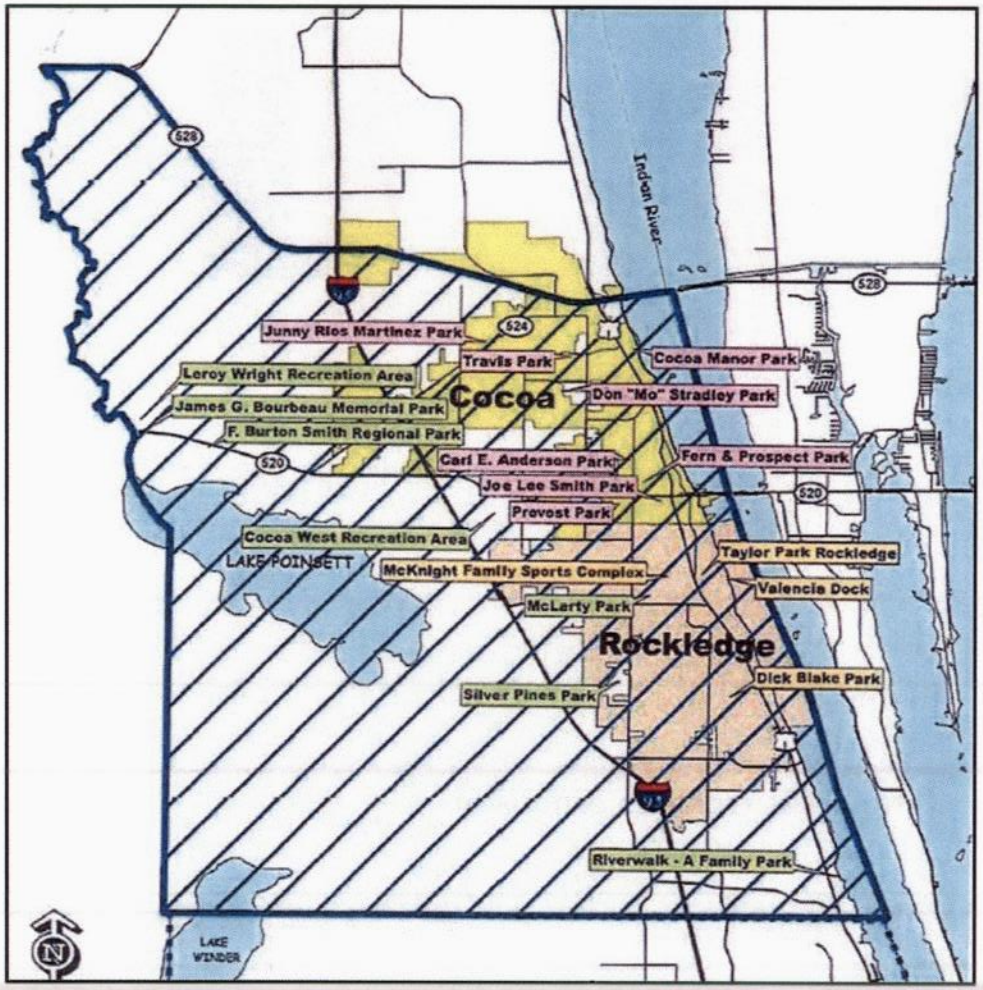
2000

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

Current

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

PARKS AGREEMENT HISTORY & OVERVIEW



Brevard County (6)

- Leroy Wright Recreation Area
- James G. Bourbeau Memorial Park
- F. Burton Smith Regional park
- Cocoa West Recreation Area
- Silver Pines Park
- Riverwalk Park

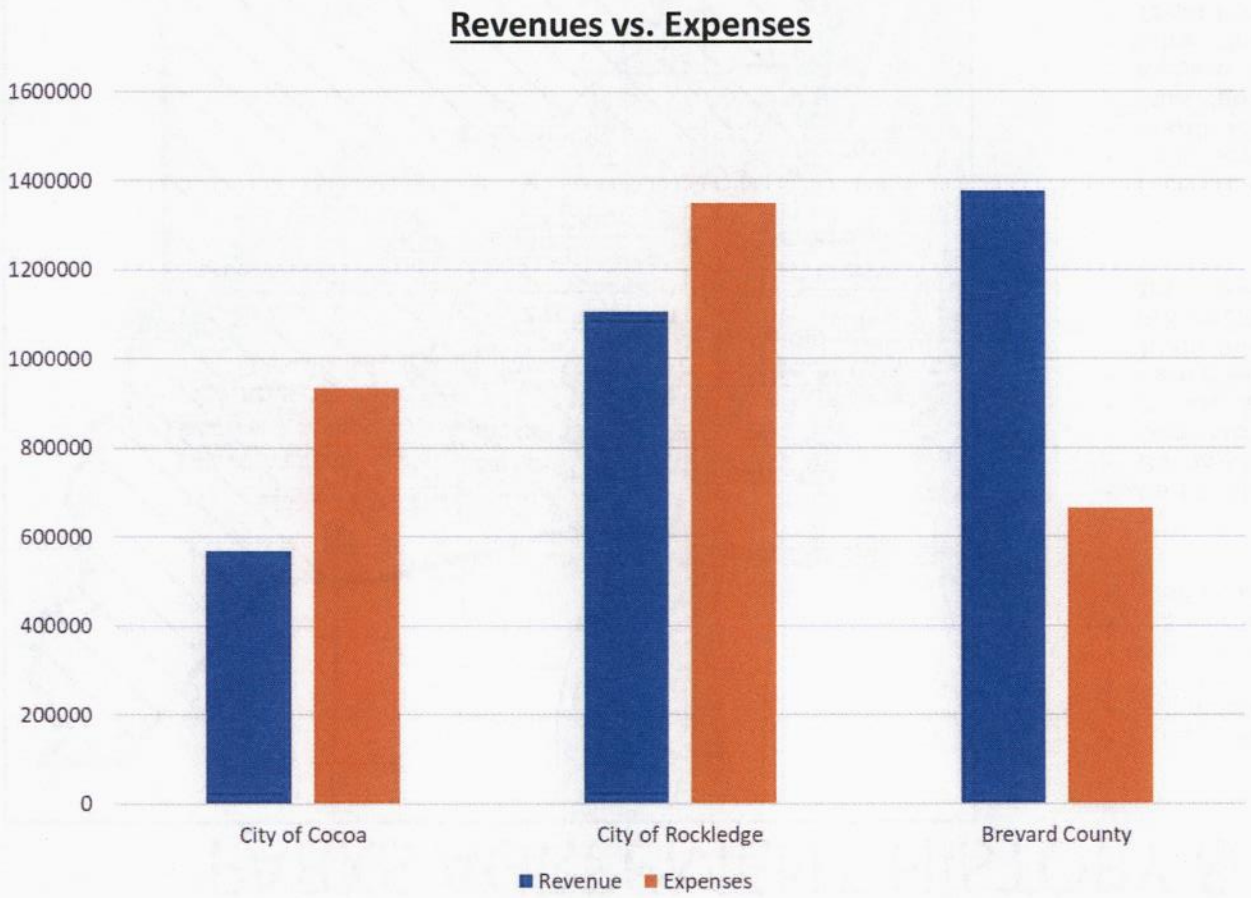
Cocoa (8)

- Carl E. Anderson Park
- Cocoa Manor Park
- Don "Mo" Stradley Park
- Dr. Joe Lee Smith Park
- Fern & Prospect Park
- Junny Rios Martinez Park
- Provost Park
- Travis Park

Rockledge (8)

- Dick Blake Park
- Larry Schultz
- Martin Anderson Senior Center
- McKnight Family Sports Complex
- McLarty Park (Brevard County Lease)
- Silver Pines
- Taylor Park - Rockledge
- Valencia Dock

D4 Revenue vs. Expenditures



- The City of Cocoa contributes approximately 19% of the District 4 revenue.
- The City of Cocoa receives approximately 32% of the total revenue.
- Historically, the Brevard County BOCC has further contributed general fund dollars beyond what District 4 is able to fund.

PROPOSED PARKS MAINTENANCE AGREEMENT OVERVIEW

- Received a proposed maintenance agreement from Brevard County Parks and Recreation
- Deadline to respond is April 1, 2024
- Includes improved levels of service
  - BUT NO ACCOUNTABILITY
- Capital replacements from the County up to $5,000 and overages covered by the City
- Annual maintenance costs exceeding revenues will be split 50/50 between the City and the County (for example in 2021/22 that would have been approximately a $192,000 expense to the City)
- Criminal mischief or theft would be at City cost

PROPOSED PARKS MAINTENANCE AGREEMENT OVERVIEW

- The term of this Interlocal Agreement shall be for a period of **ten years with two options for renewal of five-year periods** by written notice to the County ninety days prior to expiration of the current term. **Each renewal shall be subject to the renegotiation of the terms of this Interlocal Agreement by the parties.**

- Either party **may terminate this Interlocal Agreement by providing six months written notice** to the other party.

PROPOSED PARKS MAINTENANCE AGREEMENT OVERVIEW

- The City understands that **the County may enter into grant agreements for improvements on any of the Property owned by the City.** In the event the City exercises its option to terminate this Interlocal Agreement prior to the expiration of the term, **it is understood and agreed that the City will be obligated to assume and complete any agreements made by the County to obtain said funds unless the City notified the County of the City's objection prior to acceptance of the grant.**

PROPOSED PARKS MAINTENANCE AGREEMENT OVERVIEW

- the County shall be responsible for the provision and costs of day-to-day routine maintenance as set forth in the County's general maintenance standards outlined in the attached Exhibit "C". **Any cost for additional requested services that exceed these standards shall be paid by the City.**

PROPOSED PARKS MAINTENANCE AGREEMENT OVERVIEW

- **County's Responsibilities Utilizing the District Four Administrative Taxes Utilizing District Four Administrative Taxes, the County shall be responsible and shall pay for the cost of any maintenance, including staffing, as required by the maintenance standards set forth in Exhibit C.**
  - The County shall be responsible for the maintenance or replacement of any equipment or fixture under Five Thousand Dollars ($5,000.00). The County shall additionally be responsible for the garbage and/or solid waste removal and electricity at the locations.

PROPOSED PARKS MAINTENANCE AGREEMENT OVERVIEW

- **County's Responsibilities Utilizing the District Four Administrative Taxes Utilizing District Four Administrative Taxes...maintenance standards set forth in Exhibit C.**

  - **The City shall be responsible for the full amount of all other costs which exceed Five Thousand Dollars ($5,000.00) including the repair and replacement all roofing, roof drains, sewers, wastewater/sewer lines, HVAC systems, structural outside walls, foundations, and structural systems of any building or structure within a Park and shall do so at the City's sole expense.**

PROPOSED PARKS MAINTENANCE AGREEMENT OVERVIEW

- **County's Responsibilities Utilizing the District Four Administrative Taxes Utilizing District Four Administrative Taxes...maintenance standards set forth in Exhibit C.**

  - **The City shall pay the costs, if applicable, of the following utilities**: telephone, water, sewer, cable/satellite TV, internet access, and security system operation/monitoring.

PROPOSED PARKS MAINTENANCE AGREEMENT OVERVIEW

- **Should total expenditures including staffing and capital improvement projects subject to this agreement, exceed the District Four Administrative Taxing District revenue collected in the City of Cocoa for that fiscal year, the cost shall be split equally between the County and the City. Other than staffing costs, the maximum contribution by the County shall be $2,500.00 per item or occurrence. Nothing in this section shall be construed to be a pledge of future ad valorem taxes of the County.**

PROPOSED PARKS MAINTENANCE AGREEMENT OVERVIEW

- the City shall pay for any loss or damage to any building, structure or fixture within a Park **attributable to criminal mischief or theft, regardless of the value or the cost of the repair or replacement of that particular building, structure or fixture.**

- **The County will have the right to schedule, reserve, collect and retain fees for the parks and centers.**

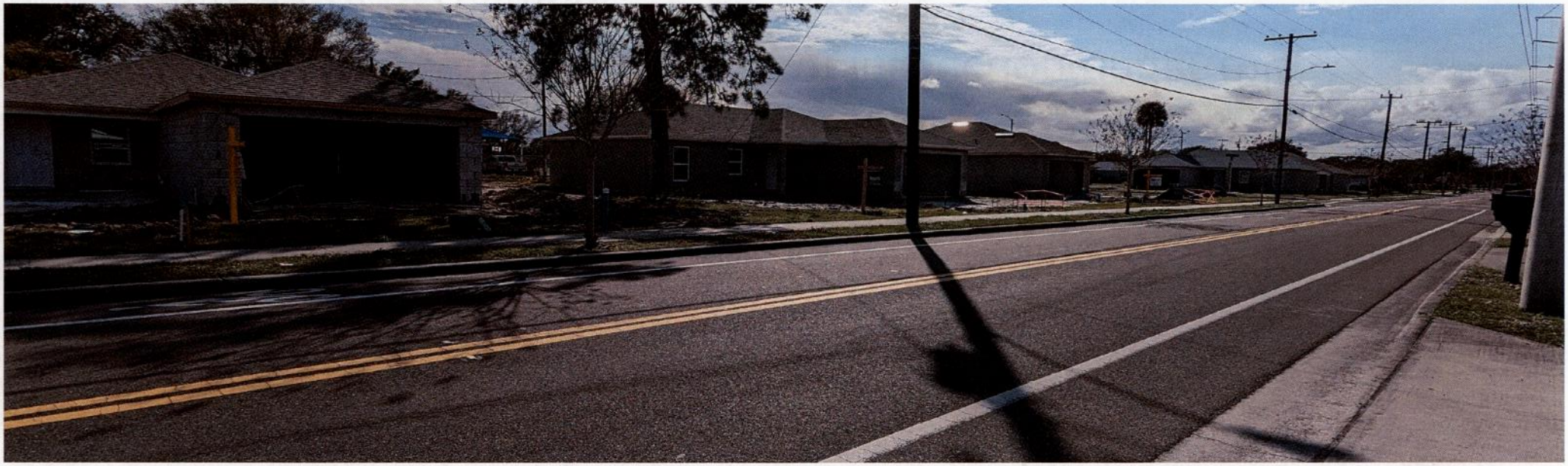
PROPOSED PARKS MAINTENANCE AGREEMENT OVERVIEW

- **Upon the expiration or termination of this Interlocal Agreement,** all fixed alterations or improvements shall remain with the Park and title shall remain with the City as a part thereof. Notwithstanding the above, **the County shall have the right to remove any and all non-fixed improvements, including, but not limited to, benches, light poles, playgrounds, signs and athletic equipment purchased with Recreation District Four funds or County general funds.** All non-fixed improvements that were purchased with Recreation District Four funds shall remain within the boundaries of Recreation District Four ...

PROPOSED PARKS MAINTENANCE AGREEMENT OVERVIEW

- The City or its agent may at any reasonable time, **with twenty-four hours notice**, enter onto subject Property for the purpose of inspection of same or for performing such other duties as are required by the terms of this Interlocal Agreement, or the rules, regulations, ordinances or laws of any governmental body. The right to enter onto the Property confers to the City the right to enter any premises on the Property for purposes of inspection under this Interlocal Agreement.

AFFORDABLE HOUSING



COCOA
FLORIDA

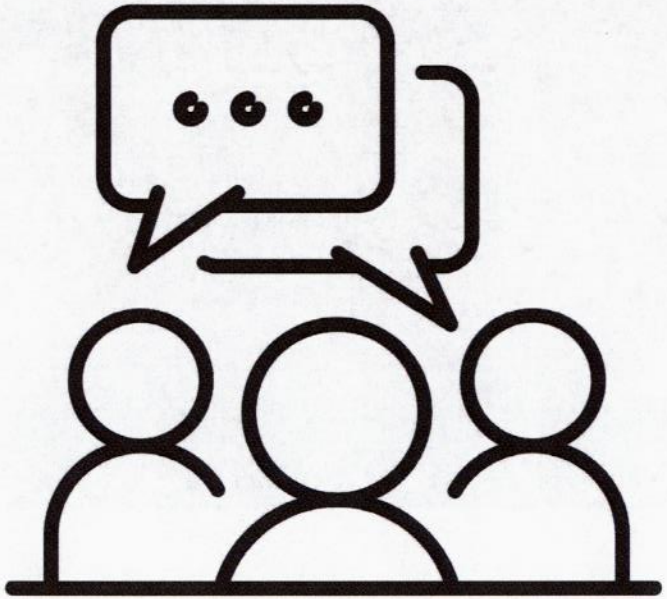
BRIGHTLINE INTERMODAL STATION



COCOA
FLORIDA

PUBLIC INPUT

COCOA
FLORIDA



COCOA
FLORIDA



QUESTIONS

Legislation Details (With Text)

File #:	24-186	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/5/2024			**In control:**	City Council
On agenda:	5/14/2024			**Final action:**	
Title:	Presentation of the Career and Technical Educational Program Cocoa High School Internship Graduates. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 5, 2024
Agenda Date: May 14, 2024
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Presentation of the Career and Technical Educational Program Cocoa High School Internship Graduates.

BACKGROUND:

The City of Cocoa entered into a partnership with Cocoa High School to hold paid internships for Cocoa High students participating in their Career and Technical Education (CTE) Programs to earn high school credits through work experience. The CTE internship program benefits the students by allowing them to get a jumpstart on their career and gain valuable workplace experience while they earn elective high school credit. Each student works a minimum of 150 hours internship hours per program credit.

Two students were hired in our Utilities Department and worked throughout the 2023-2024 school year in the Water Field Operations Division. These students will now graduate with a Certificate in Building Construction Technologies. One intern is planning on applying for a full-time position with the City of Cocoa.

STRATEGIC PLAN CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Presentation of the Career and Technical Educational Program Cocoa High School Internship Graduates.

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Legislation Details (With Text)

File #:	24-238	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/22/2024			**In control:**	City Council
On agenda:	5/14/2024			**Final action:**	
Title:	Proclamation: Proclaiming the Week of May 19-25, 2024 as "National Public Works Week." (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	National Public Works Week 2024 8x10.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 22, 2024
Agenda Date: May 14, 2024
Prepared By: Abigail Morgan, P.E., Public Works Director/City Engineer
Through: Stockton Whitten, City Manager
Requested Action:
Proclamation: Proclaiming the Week of May 19-25, 2024 as "National Public Works Week."

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

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Proclamation: Proclaiming the Week of May 19-25, 2024 as "National Public Works Week."

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PROCLAMATION

***WHEREAS**, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of City of Cocoa; and*

***WHEREAS**, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and*

***WHEREAS**, it is in the public interest for the citizens, civic leaders and children in City of Cocoa to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and*

***WHEREAS**, the year 2020 marks the 60th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.*

***NOW THEREFORE,** I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, do hereby proclaim the week May 19 – 25, 2024 as:*

"National Public Works Week"

and urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 14th day of May, 2024.

_____

Mayor

ATTEST:

_____

City Clerk

Legislation Details (With Text)

File #:	24-240	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	4/23/2024			**In control:**	City Council
On agenda:	5/14/2024			**Final action:**	
Title:	Proclamation - May is Building Safety Month and the 2nd week of May is Building Safety Professionals Week. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Building Safety Month - May Proclamation 2024.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 23, 2024
Agenda Date: May 14, 2024
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Proclamation - May is Building Safety Month and the 2nd week of May is Building Safety Professionals Week.

BACKGROUND:

Week 2 of Building Safety Month highlights the important roles that building safety professionals play in keeping our homes and businesses safe. Building safety professionals include building inspectors of all kinds, building officials, plans examiners, permit technicians and fire marshals. These professionals are constantly training, keeping up with all the latest codes and standards. Their knowledge spans every aspect of the life of a building, from the bottom of the foundation to the top of the roof and everything in between.

Building safety professionals provide guidance and advice to architects, engineers and contractors to help them bring building projects to life while ensuring safety for occupants and residents. They also help keep existing buildings safe by conducting inspections and adopting the latest building codes. They are community-oriented and dedicated to making Cocoa a safer place.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Proclamation - May is Building Safety Month and the 2nd week of May is Building Safety Professionals Week.

PROCLAMATION

WHEREAS, *Cocoa is committed to recognizing that our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of disaster, and;*

WHEREAS, *our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians – building safety and fire prevention officials, engineers, builders, architects and others in the construction industry – who work year-round to ensure the safe construction of buildings, and;*

WHEREAS, *our City benefits economically and technologically from using the International Codes that are developed by a national standards organization, our government is able to avoid the high cost and complexity of developing and maintaining these codes, which are the most widely adopted building safety and fire prevention codes in the world; and*

WHEREAS, *Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of building safety – our local code officials – who assure us of safe, sustainable, energy-efficient and livable buildings that are essential to America's and Cocoa's prosperity, and;*

WHEREAS, *"Mission Possible", the theme for Building Safety Month 2024, encourages us all to raise awareness about planning for safe and sustainable construction, understanding disaster mitigation, energy conservation and celebrating successes in Building Safety, and;*

NOW, THEREFORE, *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim the Month of May as Building Safety Month in the City of Cocoa and extend our appreciation to all building safety professionals here in the City of Cocoa for their hard work, dedication and leadership.*

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 14th day of May, 2024.

_____

Mayor

ATTEST:

_____

City Clerk

Legislation Details (With Text)

File #:	24-263	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	5/8/2024			**In control:**	City Council
On agenda:	5/14/2024			**Final action:**	
Title:	Trash Bash Results & Awards Presentation. (Econ. & Comm. Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 8, 2024
Agenda Date: May 14, 2024
Prepared By: Lori Chabot, Recording Secretary
Through: Monica Arsenault, City Clerk
Requested Action:
Trash Bash Results & Awards Presentation

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Trash Bash Results & Awards Presentation

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Legislation Details (With Text)

File #:	24-266	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	5/8/2024			**In control:**	City Council
On agenda:	5/14/2024			**Final action:**	
Title:	Proclamation: Proclaiming the week of May 12 - 18, 2024 as “National Police Week”. (Police Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	National Police Week 2024 8 x 10.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 8, 2024
Agenda Date: May 14, 2024
Prepared By: Lori Chabot, Recording Secretary
Through: Stockton Whitten, City Manager
Requested Action:
Proclamation: Proclaiming the week of May 12 - 18, 2024 as “National Police Week”.

BACKGROUND:

National Police Week was created in 1962; after then-president of the United States, John F. Kennedy signed Public Law 87-726. The law designated May 15 as Peace Officers’ Memorial Day and stated that the week in which the day falls should be National Police Week. Every year, the National Law Enforcement Officers organize a Memorial Service to honor police officers who lost their lives in the line of duty.

National Police Week is celebrated on whatever week May 15 falls in to honor the men and women who risk their lives every day in the line of duty -it takes place from May 12 to the 18 this year. It is also a time for police officers to honor their fallen colleagues, make sure those surviving them are supported, as well as to remember their commitment to keeping people safe. Citizens and civilians can also celebrate the day by showing some love and gratitude to the policemen around them. National Police Week is all about honor, gratitude, remembrance, servitude, and peer support.

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Proclamation: Proclaiming the week of May 12 - 18, 2024 as “National Police Week”.

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PROCLAMATION

Whereas, *in 1962, President John F. Kennedy signed a proclamation which designated May 15 as Peace Officers Memorial Day and the week in which that date falls as National Police Memorial Week. Currently, tens of thousands of law enforcement officers from around the world converge on Washington, DC to participate in many planned events which honor those that have paid the ultimate sacrifice; and*

Whereas*, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the City of Cocoa Police Department; and*

Whereas*, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that the members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, by protecting the innocent against deception and the weak against oppression; and*

Whereas*, the City of Cocoa honors the valor, service, and dedication of all Police Officers, and publicly recognizes the service of every one of the members of the City of Cocoa Police Department.*

NOW, THEREFORE, *be it resolved that I, Mayor Michael C. Blake, on behalf of the City of Cocoa, do hereby proclaim May 12 - 18, 2024, as National Police Week in the City of Cocoa and urge all Citizens to publicly recognize the service of law enforcement officers in our community and communities across the nation.*

WHEREFORE, *I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 14th day of May, 2024.*

_____

Mayor

ATTEST:

_____

City Clerk

Legislation Details (With Text)

File #:	24-232	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	4/19/2024			**In control:**	City Council
On agenda:	5/14/2024			**Final action:**	
Title:	Approve Resolution Amending the FY2024 Budget, BAF# 24-085-IFT in the amount of $89,613 through the use of Contingency; Approve Change Order #6 for E&D Contracting/PO 79480 in the amount of $129,222 for the Sellers BNR Project (WS1222). (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO 79480.pdf 79480-1.pdf 79480-2.pdf 79480-3.pdf 79480-4.pdf CO #6 - PO 79480.pdf Change Order #006 (WS1222).pdf Change Order Tracking Sheet.pdf Budget Resolution FY 2024-046 ADA Compliant.pdf BAF 24-085-IFT-UT- Fund BNR C.O. 6 (05-14-24) Agenda 24-232.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 19, 2024
Agenda Date: May 14, 2024
Prepared By: Katherine Ennis, P.E., Deputy Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
Approve Resolution Amending the FY2024 Budget, BAF# 24-085-IFT in the amount of $89,613 through the use of Contingency; Approve Change Order #6 for E&D Contracting/PO 79480 in the amount of $129,222 for the Sellers BNR Project (WS1222)

BACKGROUND:

On February 22, 2022 Council approved the award of this project to E&D Contracting Services in the amount of $1,508,001. Council also authorized the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $150,801 (10% of the Contract Amount).

On September 13, 2022 Council approved an amended budget and Change Order #1 for replacement of the round aeration basin floor. While the contractor was working on the repairs of the

walls of the basin and preparing for coating there were severe cracks and hollow areas found in the floor as well as a lack of proper thickness of the floor in several areas that were unknown previously.

On May 23, 2023 Council approved and amended budget and Change Order #5 for additional scope of work to include additional concrete repair and mortar application for the six square Bardenpho tanks. This additional scope was due to damages to the existing concrete walls of which the extent was unknown at the time of award of the work. The additional scope included additional concrete preparation and additional concrete repair mortar work and coating modifications.

This current Change Order #6 request is for additional scope of work to include tank cleaning due to changed site conditions and for the installation of floor and wall joint material that was not included in the original scope of work for the project but determined to be necessary. This work was completed in December 2023.

The contractor has submitted a quote for the additional scope. The cost for this additional work is $129,222 which is greater than the current available contingency amount.

Staff is requesting approval of the budget amendment and the approval of Change Order #6 in the amount of $129,222 for this work.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure.

BUDGETARY IMPACT:

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

BAF # 24-085-IFT (Interfund Transfer between Fund 421 and 424)

Amount Requested	($89,613)
Account Number	421-4010-536.39-00
Account Name	Contingency

Amount Requested	$89,613
Account Number	424-4120-536.63-00, WS1222
Account Name	Infrastructure

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

Change Order Amount	$129,222

Original Purchase Order	79480
Original P.O. Amount	$1,508,001

For this Agenda Item note Prior Change Order Information:

Total number of change orders to date 5

Total amount in change orders to date $950,325

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PREVIOUS ACTION:

May 23, 2023 - Approved a Budget Resolution, Amended the FY2023 Budget, BAF# 23-075-IFT in the amount of $535,320; Approved Change Order #5 for E&D Contracting/PO 79480 in the amount of $478,886; Approved Project Resolution Authorizing the City Manager to Issue Change Orders with a Total Project Contingency not to exceed $989,934 for the Sellers BNR Project (WS1222)

February 22, 2022 - Approved a contract with E&D Contracting Services, Savannah, Georgia for the repairs to the failing tank coating at the Sellers Water Reclamation Facility, Project No. WS1222 in the Amount of $1,508,001; Authorized the City Manager and City Attorney to directly negotiate the Contract; Approved a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $150,801 (10% of the Contract Amount) for a Total Project Cost of $1,658,802; Approved as a Multi-Year Contract from FY2022 through FY2023; Approved a Resolution Amending the FY22 Budget, BAF# 22-046-A

Approve a Budget Resolution, Amending the FY2022 Budget, BAF#22-132-T in the amount of $360,247; Approve Change Order #1 for E & D Contracting/PO 79480; Approve Project Resolution authorizing the City Manager to issue change orders with a total project contingency not to exceed $511,048 for the Sellers BNR Project (WS1222).

RECOMMENDED MOTION:

Approve Resolution Amending the FY2024 Budget, BAF# 24-085-IFT in the amount of $89,613 through the use of Contingency; Approve Change Order #6 for E&D Contracting/PO 79480 in the amount of $129,222 for the Sellers BNR Project (WS1222)

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SERVICE

PURCHASE ORDER

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

THIS NO.
79480
MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 10461
VENDOR FAX NO.: 912-233-8133
VENDOR PH NO.: 912-234-5904

DATE
DATE REQUIRED 9/13/2022
9/30/2022

E&D CONTRACTING SERVICES INC
2001 MILLS B LANE BLVD
SAVANNAH GA 31405

DELIVER TO:

City of Cocoa
SELLERS WATER RECLAMATION
375 N. COCOA BOULEVARD
COCOA FL 32922

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

BUYER/REQ. # F.O.B.
CS 0000044517
~~HHUMPHRIES-KE-4120~~

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	1508001.00	SUM	REPAIRS TO THE FAILING TANK COATING AT THE Sellers Water Reclamation Facility Executed agreement approved by City council on 02/22/2022. Item V.3, file no. 22-78	1.0000	1508001.00
				TOTAL	1508001.00

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

ACCOUNT NUMBER

42441205366300
CITY OF COCOA

MAIL INVOICES TO:

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

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

CITY OF COCOA PURCHASE ORDER
TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. **E-VERIFY:** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Seller shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

SERVICE

CITY OF COCOA

PURCHASE ORDER

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

CHANGE NO.: 1
CHANGE DATE: 9/27/2022
THIS NO. 79480

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 10461
VENDOR FAX NO.: 912-233-8133
VENDOR PH NO.: 912-234-5904

DATE 4/13/2022
DATE REQUIRED 9/30/2022

E&D CONTRACTING SERVICES INC
2001 MILLS B LANE BLVD
SAVANNAH GA 31405

DELIVER TO:

City of Cocoa
SELLERS WATER RECLAMATION
375 N. COCOA BOULEVARD
COCOA FL 32922

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

BUYER/REQ. #
CS 0000044517 F.O.B.
HHUMPHRIES-KE-4120

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			********** CHANGE ORDER **********		
1	1944049.00	SUM	REPAIRS TO THE FAILING TANK COATING AT THE Sellers Water Reclamation Facility Executed agreement approved by City council on 02/22/2022. Item V.3, file no. 22-78	1.0000	1944049.00
				TOTAL	1944049.00

REMARKS:

1ST CHANGE ORDER ISSUED TO ADD FUNDS, $436048.00, TO LINE ITEM # 1 PER REQ # 45144. REPLACE EXISTING FLOOR.

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

ACCOUNT NUMBER

42441205366300

MAIL INVOICES TO:

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

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

CITY OF COCOA

Purchasing Agent

CITY OF COCOA PURCHASE ORDER TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. **E-VERIFY:** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Seller shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

PURCHASE ORDER

CITY OF COCOA

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

CHANGE NO.: 2
CHANGE DATE: 2/03/2023
THIS NO. 79480

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 10461
VENDOR FAX NO.: 912-233-8133
VENDOR PH NO.: 912-234-5904

DATE 4/13/2022
DATE REQUIRED 9/30/2022

E&D CONTRACTING SERVICES INC
2001 MILLS B LANE BLVD
SAVANNAH GA 31405

DELIVER TO:

City of Cocoa
SELLERS WATER RECLAMATION
375 N. COCOA BOULEVARD
COCOA FL 32922

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

BUYER/REQ. #
CS 0000044517
F.O.B.
HHUMPHRIES-KE-4120

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			********** CHANGE ORDER **********		
1	1974064.00	SUM	REPAIRS TO THE FAILING TANK COATING AT THE Sellers Water Reclamation Facility Executed agreement approved by City council on 02/22/2022. Item V.3, file no. 22-78	1.0000	1974064.00
				TOTAL	1974064.00

REMARKS:

1ST CHANGE ORDER ISSUED TO ADD FUNDS, $436048.00, TO LINE ITEM # 1 PER REQ # 45144. REPLACE EXISTING FLOOR.
2ND CHANGE ORDER ISSUED TO ADD FUNDS, $30,015.00, TO LINE ITEM # 1 PER REQ # 45887. ADDITIONAL STONE FOR FLOOR REPAIRS.
CONTRACT TIME: EXTENDED ADDITIONAL 125 DAYS

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

ACCOUNT NUMBER

42441205366300

MAIL INVOICES TO:

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

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

CITY OF COCOA

Purchasing Agent

CITY OF COCOA PURCHASE ORDER TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. **E-VERIFY:** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Seller shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

PURCHASE ORDER

CHANGE NO.: 3
CHANGE DATE: 3/08/2023

THIS NO. 79480

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

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 10461
VENDOR FAX NO.: 912-233-8133
VENDOR PH NO.: 912-234-5904

DATE 4/13/2022
DATE REQUIRED 9/30/2022

E&D CONTRACTING SERVICES INC
2001 MILLS B LANE BLVD
SAVANNAH GA 31405

DELIVER TO:

City of Cocoa
SELLERS WATER RECLAMATION
375 N. COCOA BOULEVARD
COCOA FL 32922

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

BUYER/REQ. #
CS 0000044517
HHUMPHRIES-KE-4120

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			********** CHANGE ORDER **********		
1	1979440.00	SUM	REPAIRS TO THE FAILING TANK COATING AT THE Sellers Water Reclamation Facility Executed agreement approved by City council on 02/22/2022. Item V.3, file no. 22-78	1.0000	1979440.00
				TOTAL	1979440.00

REMARKS:

1ST CHANGE ORDER ISSUED TO ADD FUNDS, $436048.00, TO LINE ITEM # 1 PER REQ # 45144. REPLACE EXISTING FLOOR.
2ND CHANGE ORDER ISSUED TO ADD FUNDS, $30,015.00, TO LINE ITEM # 1 PER REQ # 45887. ADDITIONAL STONE FOR FLOOR REPAIRS.
CONTRACT TIME: EXTENDED ADDITIONAL 125 DAYS
3RD CHANGE ORDER ISSUED TO ADD FUNDS, $5376.00, TO LINE ITEM # 1 PER REQ #46074. CONTRACTOR HAD TO BE HIRED TO MANUFACTURE/WELD

*** CONTINUED ***

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

ACCOUNT NUMBER

42441205366300

MAIL INVOICES TO:

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

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

CITY OF COCOA

Purchasing Agent

CITY OF COCOA

PURCHASE ORDER

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

CHANGE NO.: 3
CHANGE DATE: 3/08/2023

THIS NO. 79480

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 10461
VENDOR FAX NO.: 912-233-8133
VENDOR PH NO.: 912-234-5904

DATE 4/13/2022
DATE REQUIRED 9/30/2022

E&D CONTRACTING SERVICES INC

DELIVER TO:
City of Cocoa

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

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			********** CHANGE ORDER **********		
			REMARKS: CONNECTION PIECE.		

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

ACCOUNT NUMBER

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MAIL INVOICES TO:

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

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

CITY OF COCOA

Purchasing Agent

CITY OF COCOA PURCHASE ORDER TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

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

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

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

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

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

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

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

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

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

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

25. **E-VERIFY:** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Seller shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

SERVICE

Purchase Order

City of Cocoa
65 STONE ST
COCOA, FL 32922
321-433-8833
Purchasing@cocoafl.gov

PURCHASE ORDER NO. 079480

P.O. Date : 04/13/2022
Change Order Date: 06/12/2023
Change Order No. : 4

VENDOR PHONE : (912)234-5904
VENDOR NUMBER : 10461
VENDOR ADDRESS : E&D CONTRACTING SERVICES INC
2001 MILLS B LANE BLVD
SAVANNAH, GA 31405

SHIP TO : SELLERS WATER RECLAMATION
SELLERS WATER RECLAMATION
375 N. COCOA BOULEVARD
COCOA, FL 32922

Above P.O. # MUST Appear on ALL Invoices, Packing Slip and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY	
09/30/2022	0000044517	04/08/2022	HHUMPHRIES-KE-4120	
FOB	**ACCOUNT NUMBER**		**PROJECT #**	**BUYER**
	42441205366300		WS1222	CHRISTINE SAVAGE

CHANGE ORDER

Item #	Quantity / Unit	Description/Remarks	Unit Cost	Extended Cost
1	2,458,326.00 SUM	REPAIRS TO THE FAILING TANK COATING AT THE 001 003 Sellers Water Reclamation Facility Executed agreement approved by City council on 02/22/2022. Item V.3, file no. 22-78	1.0000	2,458,326.00
		1ST CHANGE ORDER ISSUED TO ADD FUNDS, $436048.00, TO LINE ITEM # 1 PER REQ # 45144. REPLACE EXISTING FLOOR. 2ND CHANGE ORDER ISSUED TO ADD FUNDS, $30,015.00, TO LINE ITEM # 1 PER REQ # 45887. ADDITIONAL STONE FOR FLOOR REPAIRS. CONTRACT TIME: EXTENDED ADDITIONAL 125 DAYS 3RD CHANGE ORDER ISSUED TO ADD FUNDS, $5376.00, TO LINE ITEM # 1 PER REQ #46074. CONTRACTOR HAD TO BE HIRED TO MANUFACTURE/WELD CONNECTION PIECE. 5TH CHANGE ORDER ISSUED TO ADD FUNDS $478,886.00 TO LINE ITEM #1 PER REQ 46493. ADDITIONAL CONCRETE REPAIR WORK IN BARDENPHO TANKS		

SERVICE

Purchase Order

City of Cocoa
65 STONE ST
COCOA, FL 32922
321-433-8833
Purchasing@cocoafl.gov

PURCHASE ORDER NO. 079480

P.O. Date : 04/13/2022
Change Order Date: 06/12/2023
Change Order No. : 4

TOTAL PURCHASE AMOUNT	**$2,458,326.00**

SERVICE

Purchase Order

City of Cocoa
65 STONE ST
COCOA, FL 32922
321-433-8833
Purchasing@cocoafl.gov

PURCHASE ORDER NO. 079480

Remit Invoice to:

CITY OF COCOA
ATTN: ACCOUNTS PAYABLE
65 STONE STREET
COCOA, FL 32922

or
Email: AccountsPayable@cocoafl.gov

AUTHORIZED SIGNATURE -

Purchasing/Contracts Manager

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

1. Do not invoice prior to shipment.
2. Partial shipments must be billed as separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications, and conditions.
5. **IMPORTANT: Invoices and packing slips must bear City Purchase Order #. Confirm Receipt of PO to Purchasing@cocoafl.gov.**

TERMS and CONDITIONS

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

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

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

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

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

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

7. INDEMNIFICATION:
Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorney fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any c1nd all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

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

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

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

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

12. PRICE PROTECTION:
Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another

source at a lower delivered cost then in effect hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

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

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

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

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

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

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

19. FISCAL YEAR FUNDING APPROPRIATION:

a) **Specified Period.**
Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council.

b) **Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods.**
When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled, and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

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

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

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

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

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

25. E-VERIFY:
Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Seller shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

CHANGE ORDER REQUEST FORM

SELECT CHANGE ORDER TYPE:

- ☐ GENERAL
- ☑ CONSTRUCTION----------Assigned Project # Required:
- ☑ CONSTRUCTION CONTINGENCY----Resolution # Required:
  - Amount Approved: $511,048.00 Balance Remaining:
- ☐ TASK ORDER ----------Assigned Task Order # Required:
- ☐ TASK ORDER AMENDMENT-------Amendment # Required:

Date: 04/19/24 **New Requ #:** **Change Requisition Number #**

Name of Requestor completing this form: Katie Ennis

Original Purchase Order Amount
Change Order # 1 Amount
Change Order # 2 Amount
Change Order # 3 Amount
Change Order # 4 Amount
Change Order # 5 Amount
Change Order # 6 Amount
Change Order # 7 Amount
Change Order # 8 Amount
New Purchase Order Amount

Vendor Name	Original Requisition Number	PO Number
E&D Contracting Services	44517	79480

REASON FOR CHANGE (Click box(s) to select):

- ☐ Correct Freight Cost
- ☐ Correct Unit Cost
- ☐ Correct Account
- ☐ Correct Qty Ordered
- ☐ Add Line Item
- ☐ Cancel Line Item
- ☑ Add Additional Money
- ☐ Add/Delete/Change Project #
- ☐ Liquidate Money
- ☐ Cancel Entire PO
- ☐ Other-Explain:

Please make correction(s) to original PO as listed below:

Original PO Line #	Quantity	UM	Description	Account Number	Project Number	Unit Cost
1	129,222.00	SUM	Change Order #6 - Addl Scope Cleaning & Joint Work	424-4120-536.63-00	WS1222	1.0000

THIS AMOUNT MUST BE LISTED AT THE TOP OF THIS FORM NEXT TO THE CORRESPONDING CHANGE ORDER #.

CHANGE ORDER REQUEST FORM - PAGE 2, JUSTIFICATION NOTE REQ

Date: _____ **New Requ #:** **0** ***Change Requisition Number #***

Change Order Justification:

Costs associated with change order #5 for the BNR Project. Additional cleaning and joint work in tanks. This was unforeseen work. Approved by Council 5-14-24

*******Please be sure to save this Change Order Form as a PDF prior to inputting it into your requisition fol**

WS1222
$39,609.00

$ 1,508,001.00
436,048.00
30,015.00
5,376.00
-
478,886.00
129,222.00
$2,587,548.00

Original PO Amount
$1,508,001.00

Extended Cost	
$	129,222.00
$	-
$	-
$	-
$	-
$	-
$	-
$	-
$	**129,222.00**

QUIRED

6
bardenpho
der. *****

Change Order

Project Name/Number:	Sellers BNR Project (WS1222)
Purchase Order:	79480
Change Order Number:	6
Original Contract Price:	$1,508,001
Contingency Amount:	Original Contingency - $150,801 (4/13/22), Additional Contingency - $360,247 (9/13/22) Additional Contingency $478,886 (May 23, 2023), Additional Contingency $89,613 (May 14, 2024) **Total Contingency - $1,079,547**
Contingency Deductions:	-$436,048 (CO #1), -$30,015 (CO #2), -$5,376.00 (CO #3), $0 (CO #4), -$478,886 (CO #5), $-129,222.00 (CO #6)
Contingency Additions:	$0
Adjusted Contingency Remaining:	**$0**
Number of calendar days contract is increased due to this change order:	121
Number of calendar days contract is decreased due to this change order:	0
Final Completion Date:	November 21, 2022
Adjusted Final Completion Date:	**December 15, 2023**
This change order is requested by:	E&D Contractors
This change order is recommended by:	Ron Woods Engineering Inc

This Change Order shall encompass all expenses incidental to the work, also including materials and labor. Following the execution of this Change Order there are no pending requests for time or costs associated with the project. The undersigned agree to the terms of this change order.

Contractor/Date

Engineer/Date

Project Manager/Date

Utilities Director/Date

Change Order

Justification:

Additional Tank Cleaning due to gates being closed

This request is due to an increased amount of debris and sludge removal and constant water intrusion with only 2 drains in the Bardenpho Tanks and limited access to the tank gates. These issues have significantly slowed the contractors progress and are the driving factor for the delay.

Wall and Floor Joint Installation

The contract did not include installation of wall and floor joints as part of the scope of the work. It was determined to be necessary per the Engineer of Record.

See attached documents for more details

Proposal Costs:

Additional Tank Cleaning Costs:	$20,250.00
Wall Joint Installation:	$47,250.00
Floor Joint Installation:	$61,722.00
Total Change Order:	$129,222.00

Contract Time:

121 days

The following modification(s) to the Contract are hereby Ordered:

PO will be modified to reflect these changes

Sellers BNR Project (WS1222)

	Description	Accounting	Execution date
Original Contract Amount		$ 1,508,001.00	4/13/2022
Original Contingency	Approved by Council on 4/13/22	$ 150,801.00	4/13/2023
Revised	Approved by Council on 9/13/22	$ 360,247.00	9/13/2022
Revised 5/23/23	Approved by Council on 5/23/23	$ 478,886.00	5/23/2023
Revised 5/23/23	Council meeting to be on 5/7/24	$ 89,613.00	
Total Contingency		$ 1,079,547.00	
CO #1	Replacement of Round Equalization Basin Floor	$ (436,048.00)	9/13/2022
CO #2	Change Order due to additional stone needed for CO #1. Delays due to concrete delivery for equalization basin, diffusers, and staff time to drain the bardenpho tanks	$ (30,015.00)	1/10/2023
CO #3	The new diffusers had a different connection point then what was shown on plans and had to hire a contractor to manufacturer and weld the connection piece.	$ (5,376.00)	2/23/2023
CO #4	Additional time due to delays with installation of the diffusers and cleaning of the Bardenpho tanks	$ -	4/17/2023
CO #5	Change Order due to additional concrete prep work, repair mortar, and coating change due to defects and unknown additional damages to the concrete surface.	$ (478,886.00)	5/31/2023
CO #6	Change order due to additional tank cleaning and joint installation	$ (129,222.00)	
	Remaining Contingency	**$ -**	
	Percentage Contingency Available	**0.00%**	
	Change Order Percentage of Contract	**50.44%**	

E&D CONTRACTING SERVICES, INC.

General Contractors
Specializing in Civil Construction, including Bridge Rehabilitation, Water/Waste Water Rehabilitations, and Roadway Improvements.

February 28, 2024

Katie Ennis, PE
Deputy Utility Director
City of Cocoa
351 Shearer Blvd.
Cocoa, FL 32922

RE: Jerry Sellers WRF BNR Project
22-046A
Bardenpho Tank Change Order Request

We are sending this letter to request resolution of the following issues that have been previously discussed but never resolved since beginning work in the Bardenpho Tanks.

- Tank Drains Provide Inadequate Drainage
- Gates Between Inner Tank Chambers Were Closed without discussing the adverse effects that it would create for E&D and City of Cocoa by increasing the length of the project and additional costs to E&D.
- Removal and Replacement of Joint Sealant in Wall/Floor Joints of Bardenpho Tanks.

E&D was aware that we would be responsible for some clean up after the City performed the initial drain down/cleaning but the extent that these tanks were left was well beyond anything that we anticipated. This is evident by our current/submitted line item price of $2,800.00 Per Tank. It would cost E&D roughly 10 Times that amount in the 6 Bardenpho Tanks. As shown in Attachment #1 (Photos Taken Prior to Hydro-Blasting) some of the chambers still contained mounds of sludge, water, algae, etc. The clean-up, disposal fees, and time to perform this additional work has delayed progress and created additional unforeseen costs.

The lack of drainage in these tanks increases delays as we must move water around to dry areas where we are working. The lack of drainage magnifies every minor rain event that should not be an delay issue and worsens it into a delay event.

To make matters worse we were informed last week that we could no longer utilize the gates between tank chambers as we have since we started this project. We understand the City was scheduled to have new seals installed but we feel there should have been a discussion with E&D prior to having these installed and the gates locked out from our use. The gates played a critical role in our day to day activities and provided E&D with a safe and efficient way to move materials, tools, and manpower from area to area. Instead of being able use a streamlined system of setting up a crane over one chamber, drop in materials that could be distributed throughout the other chambers in a safe, cost effective, and labor-saving manner. We now must make multiple crane moves (which require set up/break down time) or utilize a ladder system from chamber to chamber, both are highly inefficient and create delays and additional costs.

E&D performed joint sealant removal and replacement in the Bardenpho Tank
We feel these items fall into the category of "differing site conditions" as described in our contract and feel that E&D is obligated to compensation as such. Below I will detail the additional cost that we anticipate for the issues. In hopes of quickly and amicably resolving our request we are requesting that the City of Cocoa agrees to following contract additions.

ADDITIONAL TANK CLEAN OUT COST
DUE TO POOR DRAINGE AND TANK CLOSURE OF GATES USED TO ACCESS TANKS

1 Foreman X 5 days (includes lodging/perdiem)	$1,875.00
6 Men X 5 days (includes lodging/perdiem)	$16,500.00
Crane	$1,375.00
Fuel	$500.00
	TOTAL: $20,250.00

2001 Mills B. Lane Blvd. Savannah, GA 31405
Phone (912) 234-5904 Fax (912) 233-0888

JOINT SEALANT REMOVAL AND REPLACEMENT

Wall Joints 450 LF X $105.00 Per LF **$47,250.00**

1. Remove Joint Sealant
2. Sand Blast Joints
3. Install Joint Sealant/Backer Rod at 2”-4” wide X 3’-4” Deep.

Floor Joints 762 LF X $81.00 Per LF **$61,722.00**

1. Remove Joint Sealant
2. Sand Blast Joints
3. Pressure Wash Joints
4. Move Water to Drain Tanks
5. Blow Out and Heat All Joints
6. Install 3M Marine Adhesive Joint Sealant/Backer Rod

TOTAL AMOUNT REQUESTED TO BE ADDED TO CURRENT CONTRACT: $129,222.00

Sincerely,

James Dees
CFO/Vice-President

A WOMAN OWNED BUSINESS ENTERPRISE

2001 Mills B. Lane Blvd. Savannah, GA 31405
Phone (912) 234-5904 Fax (912) 233-0888

Mike Shepard

From: Mike Shepard
Sent: Tuesday, October 3, 2023 2:32 PM
To: 'Jason McMillan'
Cc: Tanya George; jodvbennett@gmail.com
Subject: Sealant Order for Sellers BNR Cocoa, FL

Jason,

As we discussed on the phone, we would like to place the following order:

Job:
Sellers BNR

Purchase Order Number:
2023-13 Sellers

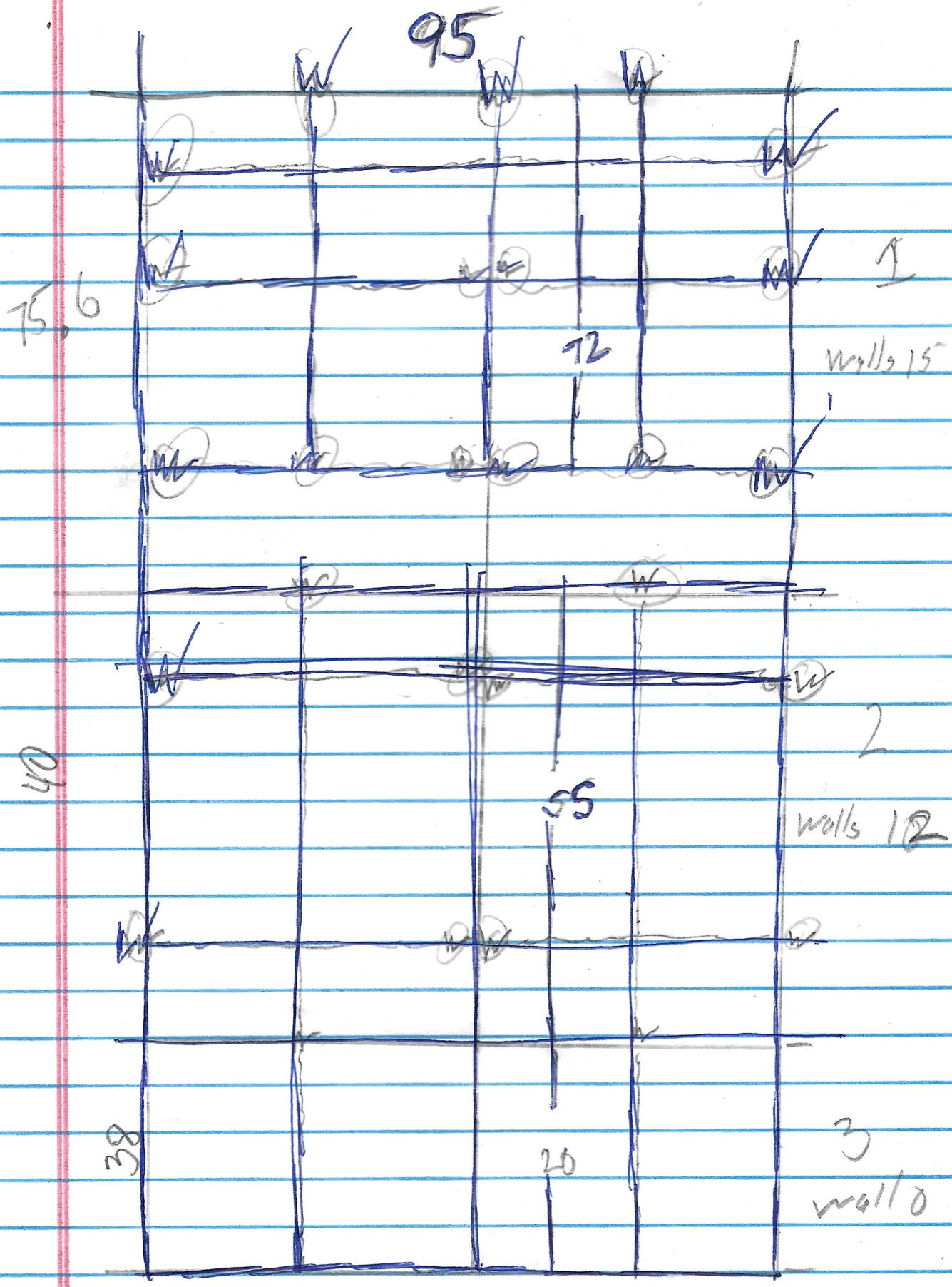
Order:
200 Tubes of 3M 5200 Adhesive Caulk
Owner has chosen availability over Color Preference, but all tubes need to be the same color. If all Colors are available, the preference would be in this order:
#1 White
#2 Black
#3 Mahogany

Delivery Address:
Jerry Sellers BNR
375 North Cocoa Blvd.
Cocoa, FL 32922

Onsite Contact:
Josh Bennett
727-409-5460

Mike Shepard
E&D Contracting Services, Inc. / E&D Coatings, Inc.
Project Manager/Quality Control Supervisor
NACE Certified Coating Inspector – Level 3
Certification No. 60154
2001 Mills B. Lane Blvd
Savannah, GA 31405

Office: 912-234-5904
Fax: 912-233-8133
Mobile: 912-663-4861


95
75.6
72
walls 15
1
40
55
2
walls 12
38
20
3
wall 0

CITY OF COCOA

COSTRUCTION CONTRACT CHANGE TRACKING FORM

Contract #	EX-2022-01-COC
Contract Title	Sellers Water Reclamation Facility Biological Nutrients Removal (BNR) Project
Vendor	E&D Contracting Services Inc
Description	The Work specified in the "Scope of Services" generally consists of completing and fixing the replacement of defective coating on the interior of the round aeration tank (1 tank) and the rectangular parallel duplex Bardenpho process tanks (6 tanks) and removal and replacement of all aeration diffusers and associated piping back to (not including) the existing blowers. The scope also includes shotcrete repairs of the interior of the round aeration tank, removal, and replacement of associated pipe coatings.

Orig. Contr. Amt.	$1,508,001.00	**NTP**	4/13/2022
Change Orders	$1,079,547.00	**Orig. End Date**	9/10/2022
Curr. Contr. Amt.	$2,587,548.00	**Curr. End Date**	12/15/2023

CHANGE ORDERS

CO#	CO Amount	Reason for Change	CO Approval Date	Contract Extended to Date
001	$436,048.00	Replace Concrete Flooring	8/22/2022	10/25/2022
002	$30,015.00	Additional stone needed for tank floor	1/10/2023	3/26/2022
003	$5,376.00	The replacement diffusers for the round tank have a different connection point then what was shown on plans and had to hire a contractor to manufacturer and weld the connection piece	2/23/2023	
004	$0.00	Additional time due to delays with installation of the diffusers and cleaning of the Bardenpho tanks	4/17/2023	7/2/2023
005	$478,886.00	Additional concrete prep work, repair mortar, and coating change due to unknown additional defects and damages to the concrete surface.	5/11/2023	
006	$129,222.00	Tank cleaning due to changed site conditions and for the installation of floor and wall joint material	5/14/2024	12/15/2023

RESOLUTION NO. 2024-046

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2023-2024 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 14th day of May 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 24-085-IFT

SELECT ADJUSTMENT TYPE: INTERFUND TRANSFER | REQUESTING DEPARTMENT #: 424-4120 | DATE PREPARED: 04/19/24

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 89,613	424-0000-381.91-21		INTERFUND TRANSFER FROM 421	$ 0	$ 0	$ 89,613	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 89,613	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 89,613)	421-4010-536.39-00		CONTINGENCY	$ 0	$ 0	($ 89,613)	$ 0
$ 89,613	421-4010-581.91-24		INTERFUND TRANSFER TO 424	$ 0	$ 0	$ 89,613	$ 0
$ 89,613	424-4120-536.63-00	WS1222	INFRASTRUCTURE	$ 0	$ 0	$ 89,613	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 89,613	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Additional budget to cover change order #6 for the BNR Project. The additional work is for floor and wall joint material installation and additional tank cleaning due to changed site conditions. This is scheduled to go on the 5/14/24 council meeting.
Agenda #: 24-232

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 05/14/24 RESOLUTION #: 2024-046

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

4/19/24 Katherine Ennis Digitally signed by Katherine Ennis Date: 2024.04.19 09:07:54 -04'00'	Dave Radford Digitally signed by Dave Radford Date: 2024.04.26 09:47:21 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2024.04.19 10:19:35 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2024.05.01 15:08:16 -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 #:	24-246	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	4/25/2024			**In control:**	City Council
On agenda:	5/14/2024			**Final action:**	
Title:	Approval to modify the Fiscal Year 2024 Pay Plan. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Draft FY 2024 Pay Grades and Pay Plan (04-24-2024).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 26, 2024
Agenda Date: May 14, 2024
Prepared By: Lorne Stinnett, Human Resources Manager
Through: Tammy Gemmati, Administrative Services Director
Stockton Whitten, City Manager
Requested Action:
Approval to modify the Fiscal Year 2024 Pay Plan.

BACKGROUND:

Per City of Cocoa's City Charter, Article IV, Section 3, the City Manager has the authority to fix the compensation of City employees within the pay schedules established by the City Council and personnel policies. City Council is also required to approve title changes and position classification changes within the Pay Plan.

City Manager has recommended the following changes to positions in the City's pay plan:

Current Position Title	New Position Title
Planning Intern (GH4)	Planning Technician (GH7)
Summer Youth (MIN)	Youth Program Temporary (GH1)
N/A	College Intern (GH4)

The above changes will not increase the City's headcount that was approved in the annual Fiscal Year 2024 Budget. However, there is a budget impact by converting the Planning Intern to a Planning Technician, basically creating a full-time position with benefits. The position of Planning Technician will be supervised by the City Manager and will work with our City Planners to provide administrative

support.

The Youth Program Temporary Position title is being changed to accommodate year-round high-school student programs. It is being advanced to the GH1 pay band to facilitate a pay increase for summer 2024 and a gradual progression to the state mandated minimum wage by 2026. The wages for the Youth Program Temporary positions were approved as part Fiscal Year 2024 Budget. Staff anticipates a high turnout of this year's Youth Program to hire high school students and will be processing a budget transfer to cover the additional students once the Youth Program for summer high school students is finalized.

Additionally, it is recommended to have a College Intern position in the pay plan that can be utilized by departments on a temporary basis if a need exists and they have appropriate funding. Departments will be able to change an existing vacant position to a college intern position to ensure continuity in department operations.

A copy of the proposed pay plan is attached.

STRATEGIC PLAN CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

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

A budget amendment or transfer will be completed at a later date if necessary to execute these changes.

PREVIOUS ACTION:

At the September 26, 2023 City Council meeting, City Council approved the pay plan for FY2024 during the adoption of the budget. The pay plan was last revised at the January 9, 2024 Council Meeting.

RECOMMENDED MOTION:

Approval to modify the Fiscal Year 2024 Pay Plan.

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Police Dispatch Part-Time - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
PN1	$18.39	$30.27	$ 27,732.12	$ 45,647.16	Dispatcher/Communications Officer P/T

** Annual rates are divisible by 1508

PBA - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
PU6	$18.39	$30.27	$ 38,251.20	$ 62,961.60	Dispatcher/Communications Officer
PU9	$24.05	$37.63	$ 50,024.00	$ 78,270.40	Police Officer
PU12	$32.07	$49.69	$ 66,705.60	$ 103,355.20	Police Sergeant

** Annual rates are divisible by 2080

Police Lieutenant - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
PL1	$40.39	$62.46	$ 84,011.20	$ 129,916.80	Police Lieutenant

** Annual rates are divisible by 2080

Note: Contract Negotations pending

IAFF - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
FU8	$17.89	$31.11	$ 46,514.00	$ 80,886.00	Firefighter/EMT
FU9	$21.81	$32.66	$ 56,706.00	$ 84,916.00	Driver/Operators
FU12	$27.19	$38.86	$ 70,694.00	$ 101,036.00	Fire Lieutenant/EMT

** Annual rates are divisible by 2600

Fire District Chief "TU" - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
TU1	$33.58	$50.87	$ 87,308.00	$ 132,262.00	District Fire Chief

** Annual rates are divisible by 2600

Note: Contract Negotations pending

LIUNA - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
1	$12.50	$20.00	$ 26,000.00	$ 41,600.00	
2	$13.50	$21.60	$ 28,080.00	$ 44,928.00	
3	$14.58	$23.33	$ 30,326.40	$ 48,526.40	Custodial Worker
4	$15.75	$25.20	$ 32,760.00	$ 52,416.00	Stock Clerk
5	$17.01	$27.22	$ 35,380.80	$ 56,617.60	Apprentice Electrician Customer Service Representative Maintenance Worker I Meter Reader Meter Technician Senior Stock Clerk Utility Field Service Representative
6	$18.37	$29.40	$ 38,209.60	$ 61,152.00	Back-Flow Technician Electrician I Maintenance Worker II Mechanic I Utility Line Locator Utility Mechanic I Valve Operator
7	$19.84	$31.75	$ 41,267.20	$ 66,040.00	Heavy Equipment Operator Industrial Electrician I Sludge Equipment Operator
8	$21.43	$34.29	$ 44,574.40	$ 71,323.20	Apprentice Operator Crewleader Environmental Analyst I Fleet Technician II Maintance Worker III Mechanic II Senior Back-Flow Technician Utility Mechanic II
9	$23.14	$37.03	$ 48,131.20	$ 77,022.40	Certified Operator C Lead Certified Operator C License Electrician II
10	$24.99	$39.99	$ 51,979.20	$ 83,179.20	Certified Operator B Lead Certified Operator B License Industrial Electrician II Instrumentation Technician
11	$26.99	$43.19	$ 56,139.20	$ 89,835.20	Certified Operator A Lead Certified Operator A License Environmental Analyst II

** Annual rates are divisible by 2080

General - NonExempt "GH" (Hourly) - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
1	$12.50	$20.00	$26,000.00	$41,600.00	Youth Program Temp
2	$13.50	$21.60	$28,080.00	$44,928.00	School Crossing Guard (Part Time)
3	$14.58	$23.33	$30,326.40	$48,526.40	Facilities Attendant Firefighter Trainee
4	$15.75	$25.20	$32,760.00	$52,416.00	Administrative Assistant College Intern Community Services Technician Engineering Intern Human Resources Intern (Temporary PT) Planning Intern Police Records Clerk Receptionist Recording Secretary Records Technician
5	$17.01	$27.22	$35,380.80	$56,617.60	Accounts Payable Clerk Administrative Secretary License/Permit Technician Office Assistant Utility Billing Clerk
6	$18.37	$29.40	$38,209.60	$61,152.00	Booking Officer-PT Contract Technician Customer Service Technician Senior Accounts Payable Clerk Senior Records Clerk Victims Advocate
7	$19.84	$31.75	$41,267.20	$66,040.00	Code Enforcement Officer Field Inspector Field Operations Technician Field Service Inventory Technician Help Desktop Support Technician Planning Technician Police Administrative Technician Police Evidence Technician Police Officer Trainee Senior Customer Service Representative Senior Field Service Representative Senior Utilities Field Service Representative UT Administrative Technician Utility Accounting Technician Water Plant Technician
8	$21.43	$34.29	$44,574.40	$71,323.20	Code Enforcement Coordinator Crime Scene Technician Environmental Control Coordinator Field Inspector II Human Resources Technician

General - NonExempt "GH" (Hourly) - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
9	$23.14	$37.03	$48,131.20	$77,022.40	Asset Management Coordinator Assistant City Clerk Criminal Intelligence Analyst Development Coordinator Executive Secretary Fire Inspector Housing Program Coordinator Junior Staff Accountant Jr. Buyer & Contract Specialist Leisure Services Coordinator Payroll Specialist Utilities Administrative Coordinator Utilities GIS/CAD Technician
10	$24.99	$39.99	$51,979.20	$83,179.20	Communications Supervisor Grounds Maintenance Supervisor Leisure Services Supervisor Park & Right of Way Supervisor Supervisor II
11	$26.99	$43.19	$56,139.20	$89,835.20	Building Inspector SCADA Analyst I Supervisor III
12	$29.15	$46.65	$60,632.00	$97,032.00	Electrical Maintenance Supervisor SCADA Analyst II

** Annual rates are divisible by 2080

General - Exempt "GE" (Salary) - Open Range Plan

	Hourly		Annually		
Level	Minimum	Maximum	Minimum	Maximum	Positions
9	$23.14	$37.03	$ 48,131.20	$ 77,022.40	Conservation & Public Relations Officer Redevelopment Coordinator Victim Advocate Coordinator
10	$24.99	$39.99	$ 51,979.20	$ 83,179.20	Utilities Engineering Coordinator Grant Writer-Economic Development Specialist Jr. Network Administrator Jr. Systems Administrator Planner Public Information Coordinator Systems Analyst Utilities GIS Coordinator
11	$26.99	$43.19	$ 56,139.20	$ 89,835.20	Customer Service Supervisor Economic Development Specialist Field Services Supervisor GIS Analyst Human Resources Coordinator Inspection Supervisor Senior Buyer & Contracts Agent Staff Accountant Staff Accountant - Bank/Treasury Staff Accountant - Grant Support Service Supervisor Systems Administrator Utility Billing Supervisor
12	$29.15	$46.65	$ 60,632.00	$ 97,032.00	Accounting Supervisor Asst. Fire Marshal Assistant Sewer Field Operations Manager Assistant to the Building Official/Building Inspector Assistant Water Field Operations Manager Chief of Maintenance Chief Operator Chief Operator Wastewater GIS Administrator Public Information Officer Safety & Risk Program Manager Senior Budget Analyst Senior Staff Accountant
13	$31.48	$50.38	$ 65,478.40	$ 104,790.40	Code Enforcement Manager Engineering Supervisor Leisure Services Manager Parks, Project & ROW Manager Utilities Associate Engineer I Water Quality Laboratory Manager

General - Exempt "GE" (Salary) - Open Range Plan

	Hourly		Annually		
Level	Minimum	Maximum	Minimum	Maximum	Positions
14	$34.00	$54.41	$ 70,720.00	$ 113,172.80	Accounting Manager Assistant to the CM / Public Information Officer Facilities Manager Fleet Manager Human Resources Manager Police Lieutenant (IA) Purchasing/Contract Manager Senior Network & Security Administrator Streets/Stormwater Manager Systems & Support Manager Utilities Associate Engineer II Utility Customer Service Manager Utility Support Service Manager
15	$36.72	$58.76	$ 76,377.60	$ 122,220.80	City Clerk Field Operations Manager Superintendent Utilities Associate Engineer III Water Treatment Manager
16	$39.66	$63.46	$ 82,492.80	$ 131,996.80	Assistant City Engineer Assistant Fire Chief Assistant Utilities Director Building Official Deputy Finance Director Police Commander Utilities Senior Engineer
17	$45.61	$72.98	$ 94,868.80	$ 151,798.40	Administrative Services Director Chief Technology Officer Comm & Eco Dev Director Community Services Director Engineering Division Manager Finance Director Fire Chief Police Chief Public Works Director/City Engineer
18	$52.45	$83.93	$ 109,096.00	$ 174,574.40	Asst City Manager for Performance & Strategic Initiatives Deputy Director Utilities
19	$60.32	$96.52	$ 125,465.60	$ 200,761.60	Utilities Director

** Annual rates are divisible by 2080
** Frozen positions are shown lined

Legislation Details (With Text)

File #:	24-258	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	5/7/2024			**In control:**	City Council
On agenda:	5/14/2024			**Final action:**	
Title:	Approve a Water Service Agreement/Interlocal Agreement between the City of Cocoa and the City of Rockledge to continue to provide water service to Rockledge customers.(Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Water Service Agreement.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 8, 2024
Agenda Date: May 14, 2024
Prepared By: Anthony Garganese, City Attorney
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
Approve a Water Service Agreement/Interlocal Agreement between the City of Cocoa and the City of Rockledge to continue to provide water service to Rockledge customers.

BACKGROUND:

The City of Cocoa provides potable water service throughout Central Brevard County including within the jurisdictional limits of three cities: Cape Canaveral; Cocoa Beach; and Rockledge. Historically, the City of Cocoa has maintained long-term water service agreements with each of the three cities with a term of 30 years. In 2020, the City of Cocoa renewed a water service agreement with the City of Cocoa Beach. At that time, a new water service agreement was written for the purpose of standardizing the three water service agreements when the time came to renew the other agreements with Rockledge and Cape Canaveral. It is now time to renew a water service agreement with Rockledge under substantially similar terms to the City of Cocoa Beach agreement. A new water service agreement with Cape Canaveral will likely follow later this year prior to expiration of their water service agreement.

On September 27, 1994, the City of Cocoa and Rockledge renewed the water franchise agreement establishing terms and conditions under which the City of Cocoa provides water service to customers within the jurisdictional limits of the City of Rockledge. The current agreement expires on September 27, 2024.

The new Interlocal Agreement ith the City of Rockledge was prepared and reviewed by the City

Attorney and Utilities Director. It is substantially the same as the Cocoa Beach Agreement. The new Interlocal Agreement was also approved by the Rockledge City Council. Staff is recommending approval. Upon approval and recordation of the new Interlocal Agreement, the 1994 agreement will terminate and the new Interlocal Agreement will take effect.

STRATEGIC PLAN CONNECTION:

To provide reliable and safe drinking water and fire hydrant service to all Cocoa water customers.

BUDGETARY IMPACT:

N/A. Water rates are established for all customers by separate action of the Council. Operational costs of the water utility are likewise handled by separate action of the Council.

PREVIOUS ACTION:

September 27, 1994, the City of Cocoa and Rockledge renewed the current water franchise agreement.

RECOMMENDED MOTION:

Approve a Water Service Agreement/Interlocal Agreement between the City of Cocoa and the City of Rockledge to continue to provide water service to Rockledge customers.

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WATER SERVICE AGREEMENT

THIS WATER SERVICE AGREEMENT (this "Agreement") dated _____, 2024 by and between the **CITY OF COCOA**, a Florida municipal corporation (hereinafter, "COCOA"); and the **CITY OF ROCKLEDGE**, a Florida municipal corporation (hereinafter, "ROCKLEDGE"), providing for the operation and maintenance of a water distribution system throughout ROCKLEDGE and establishing certain conditions and agreements in regard to the operation of said water supply system.

RECITALS

WHEREAS, COCOA presently operates a water works supply and transmission system within central Brevard County, Florida, for purposes of furnishing water to its customers; and,

WHEREAS, COCOA is authorized by Florida law to operate a water system outside of COCOA's corporate limits; and,

WHEREAS, COCOA and ROCKLEDGE previously entered into a prior Water Franchise Interlocal Agreement, dated September 27, 1994, under which COCOA supplies and transmits potable water to ROCKLEDGE and its residents for a term of thirty (30) years (the "Prior Agreement"); and

WHEREAS, COCOA's water supply and distribution system located within ROCKLEDGE benefits and serves water customers located within and outside the municipal limits of ROCKLEDGE; and

WHEREAS, COCOA and ROCKLEDGE desire to enter into this new Agreement under which water will continue to be supplied by COCOA to ROCKLEDGE consumers;

WHEREAS, COCOA and ROCKLEDGE understand and agree that COCOA's water supply and distribution system located within ROCKLEDGE will continue to benefit and serve water customers located outside the municipal limits of ROCKLEDGE; and

WHEREAS, this Agreement shall be considered an Interlocal Agreement pursuant to Chapter 163.01, Florida Statutes.

NOW THEREFORE, in consideration of the mutual promises herein contained, it is agreed as follows:

Section 1. **INCORPORATION OF RECITALS**. The forgoing recitals are true and accurate and are incorporated herein by reference. The Prior Agreement is hereby terminated by mutual agreement of COCOA and ROCKLEDGE.

Section 2. **REPRESENTATION OF COCOA**. COCOA makes the following representation to ROCKLEDGE:

a. 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.

b. COCOA has the power, authority, and legal rights 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 the City 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.

Section 3. **REPRESENTATION OF ROCKLEDGE**. ROCKLEDGE makes the following representations to COCOA:

a. ROCKLEDGE 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.

b. 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 the City 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 for herein.

Section 4. **GRANT OF AUTHORITY**. Subject to the terms and conditions of this Agreement and applicable law, ROCKLEDGE hereby grants to COCOA, its successors and assigns, the exclusive right and privilege to operate a potable water distribution system within the municipal boundaries of ROCKLEDGE, and to sell and distribute potable water through said system within ROCKLEDGE. For these purposes, COCOA shall establish, construct, erect, maintain and operate a potable water distribution system, including mains, pipes, valves, meters and fire hydrants upon, along and under the streets, alleys, public utility and drainage easements, and rights of way of ROCKLEDGE in such places and in such manner as COCOA may, from time to time, require in order to provide water service to the water customers located within ROCKLEDGE, subject to the systematic rules and regulations adopted by COCOA. The right to use and occupy said streets, alleys, public utility and drainage easements, and rights of way of ROCKLEDGE shall not be exclusive and ROCKLEDGE reserves the right, within its sole discretion, to grant a similar use of said streets, alleys, public utility and

drainage easements, and rights of way to any person or corporation at any time during the term of this Agreement so long as said similar use does not unreasonably interfere with the rights herein granted.

Section 5. GRANT OF EASEMENT; EASEMENT RESTRICTIONS.

a. For purposes of allowing COCOA to operate, maintain, repair, replace, enlarge or extend the potable water distribution system, ROCKLEDGE grants to COCOA a right of way and easement for all water pipes, water mains, water tanks, valves, fire hydrants, fittings, meters, backflow prevention devices, and all appurtenances thereto ("water distribution facilities") presently owned by COCOA and located on or under all streets, avenues, alleys, lanes, and bridges in ROCKLEDGE or that may be hereafter annexed by ROCKLEDGE, and a right of way and easement for such additional water distribution facilities as may hereafter be installed by COCOA, on or under all streets, avenues, alleys, lanes, and bridges in ROCKLEDGE or that may be hereafter annexed by ROCKLEDGE. This grant of easement shall also extend to all existing water distribution facilities presently owned by COCOA and located on or under parks and other public places owned or under the control of ROCKLEDGE for the limited purpose of providing potable water service to said parks and other public places, and for such additional water distribution facilities as may hereinafter be installed by COCOA on or under said parks and other public places upon prior written consent of the City Manager or City Council of ROCKLEDGE. The purposes for which COCOA may use these easements are for maintenance, repair, installation, improvement, and operation of the water distribution facilities for the benefit of customers located within and outside the municipal limits of ROCKLEDGE subject to the terms and conditions of this Agreement.

b. This grant of easement shall, however, be subject to all applicable land use, zoning, right-of-way and other applicable regulations adopted by ROCKLEDGE unless otherwise set forth herein. In addition, this grant of easement shall be subject to COCOA's and ROCKLEDGE's commitment to avoid interference and conflicts with each other's utility and public infrastructure and improvements that may be installed within the subject easement area as set forth in §337.403, Florida Statutes and other applicable law. Further, for the installation of new facilities this grant of easement shall also be subject to ROCKLEDGE's right to regulate the time and/or location of any excavations to preserve effective traffic flow, prevent hazardous road conditions, or minimize noise impacts.

c. COCOA shall be required to place its water distribution pipes underground as reasonably practical, rather than above ground.

d. This grant of easement shall continue for so long as this Agreement remains in full force and effect, except that the easement shall continue after termination of this Agreement to the extent necessary to supply water customers of COCOA located outside of the municipal limits of ROCKLEDGE and such surviving easement shall be subject to the benefits and obligations set forth in this Agreement. If the easement continues after termination of this Agreement for the primary purpose of allowing COCOA to supply water customers outside of the municipal limits of ROCKLEDGE, COCOA and ROCKLEDGE agree to negotiate, in good faith, a post-termination transition agreement, as set forth in Section 22 below.

Section 6. <u>DURATION AND EFFECTIVE DATE OF AGREEMENT</u>. The effective date of this Agreement shall be the date the last party hereto signs this

Agreement and when it is recorded in the public records of Brevard County, Florida, as required by Section 163.01(11), Florida Statutes (the "Effective Date"). Upon the Effective Date of this Agreement, the Prior Agreement shall be deemed terminated and no longer in full force and effect. The term of the Agreement shall begin on the Effective Date and expire on_____, 2054.

Section 7. RESTORATION AND REPAIR. Prior to COCOA performing any planned construction activity, on, under or upon the streets, alleys, public utility and drainage easements, rights of way, parks and other public places of ROCKLEDGE for any water distribution facilities, COCOA agrees that it will obtain a permit for said work from ROCKLEDGE. ROCKLEDGE agrees that it will not unreasonably withhold such permits and promptly issue said permits to COCOA without charge so long as COCOA is providing potable water to customers within the municipal boundaries of ROCKLEDGE during the term of this Agreement. In emergency situations, COCOA will perform said temporary repairs as may be required prior to obtaining said permit, provided said permit shall be applied for as soon as possible thereafter. As a condition of said permit, COCOA agrees that it shall promptly and at its sole expense repair and restore any street, sidewalk or other public facility of ROCKLEDGE that may be disturbed, damaged or removed by COCOA pursuant to the exercise of the rights granted hereunder to a condition substantially equal to or better than that existing prior to any work being performed.

Section 8. PERMITS; OBLIGATIONS TO ASSIST IN OBTAINING PERMITS.

a. COCOA shall be required to obtain all permits necessary to operate and maintain its water distribution system.

b. Upon request by COCOA, ROCKLEDGE will cooperate and provide non-financial assistance to COCOA's efforts to obtain any and all permits necessary or convenient to the acquisition, alteration, replacement, expansion, or operation of the water distribution facilities, provided that said water distribution facilities are located within the municipal boundaries of ROCKLEDGE, or such cooperation and support will benefit consumers within ROCKLEDGE. For the purpose of this Agreement, the term "permits" shall mean all licenses, permits, or other approvals from any government or governmental agency, whether federal, state, regional or local, necessary or convenient to the acquisition, construction, transfer, operation or expansion of the water distribution facilities, including but not limited to any general water use permits, temporary water use permits, individual water use permits or transfer of a water use permit issued by the St. Johns River Water Management District, the Florida Department of Environmental Protection, the United States Army Corps of Engineers, and all successor agencies.

c. In emergency situations, COCOA shall submit after-the-fact permits no later than thirty (30) days after the conclusion of each occurrence, excluding those occurrences resulting from natural disasters or other acts of God.

Section 9. **WATER CONSERVATION.** ROCKLEDGE will, at its discretion, cooperate and support COCOA with implementation of water conservation plans and will consider municipal ordinances relating to adopting codes for using cross-connection prevention devices, ultra-low flow water fixtures, and moisture sensing devices for irrigation systems and for the use of xeriscape landscaping alternatives. ROCKLEDGE understands and agrees that notwithstanding anything to the contrary in this Agreement, COCOA may, in its sole discretion, discontinue water services to any

customer pursuant to COCOA's systematic rules and regulations in an effort to enforce compliance with water conservation plans.

Section 10. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES. COCOA shall, at all times during the term of this Agreement, be subject to all lawful exercise of police power by ROCKLEDGE and to such reasonable regulations as ROCKLEDGE shall hereinafter by Resolution or Ordinance adopt, provided that the terms of same being applied to COCOA shall not be inconsistent with the terms of this Agreement, and shall not be inconsistent with COCOA's rights and obligations to provide water to its customers under applicable law.

Section 11. LIABILITY OF COCOA/INDEMNIFICATION. To the extent permitted by law, COCOA shall indemnify and hold harmless ROCKLEDGE and its officers and employees from and against any and all losses, obligations, fines, penalties, claims, suits, judgments, demands, personal injuries (including death), property and other damages, expenses (including without limitation attorneys' fees and costs) ("Claim") to the extent caused by the negligent act or omission of COCOA or any other person, contractor or entity acting under COCOA's control or direction in connection with the water services contemplated by this Agreement (other than COCOA's billing and collection of fees, taxes and other charges lawfully imposed by ROCKLEDGE that appear on COCOA's utility billing system for which ROCKLEDGE shall remain fully liable). ROCKLEDGE shall notify COCOA within two business days of any Claim made against ROCKLEDGE covered by the terms of this paragraph and COCOA shall have the right to defend, settle or compromise said Claim in its sole discretion. Nothing herein shall be read to waive or limit any defense of sovereign immunity by COCOA or ROCKLEDGE as

provided in Section 768.28, Florida Statutes, or under common law. COCOA shall have no obligation to indemnify ROCKLEDGE under this Agreement for any negligent act or omission of ROCKLEDGE and its officers and employees or any other person, contractor or entity acting under ROCKLEDGE's control or direction, nor shall COCOA have any obligation to indemnify ROCKLEDGE for any amounts paid in settlement of any action, suit or proceeding without COCOA's prior written consent and nor shall the obligation to indemnify be assignable to any third party.

Section 12. SERVICE STANDARDS. COCOA shall operate and maintain its water supply and distribution system and render efficient service in accordance with all applicable statutes, rules and regulations of the United States Environmental Protection Agency, Florida Department of Environmental Protection, the St. Johns River Water Management District, and applicable local government agencies and particularly in accordance with the following provisions:

a. Pressure. COCOA shall endeavor to deliver water in such quantities, as will maintain at the fire hydrants, the minimum requirements of the Code of Standards of the Insurance Service Office (ISO) and National Fire Protection Association (NFPA). However, COCOA does not guarantee that the supply of water to be distributed within ROCKLEDGE shall be at all times constant or maintained at the pressure specified above, and it is understood that water pressure below the minimum requirements stated above due to undersized water distribution facilities, or the temporary cessation of delivery of water, or drop in water pressure at any time caused by, or in anticipation of, an act of God, fires, strikes, casualties, accidents, necessary maintenance work, breakdowns, damage to machinery or lines, civil or military authority or by riot or other

cause beyond the control of COCOA shall not constitute a breach of the provisions hereof, or impose liability upon COCOA to ROCKLEDGE, or to its inhabitants, or water consumers therein. "Planned" water outages for more than twenty-five (25) hours shall result in a courtesy telephone call to the City Manager of ROCKLEDGE followed by written notification to ROCKLEDGE as outlined in Section 20.

b. Potability. Water delivered hereunder shall be good and potable in accordance with the standards of the Florida Department of Environmental Protection or successor agency, and be substantially equal to that furnished by COCOA to other customers of its water system.

c. Meters. All water delivered to customers hereunder by COCOA (except water delivered to fire hydrants using a fire hydrant connection) shall be measured by meters of standard make and sufficient size. Said meters shall be provided and maintained by COCOA in accordance with industry standards and COCOA policies.

Section 13. EXTENSIONS TO THE SYSTEM. COCOA agrees that it will make extensions to the water mains and its distribution system provided for hereunder to serve new developments or customers within ROCKLEDGE as such customers may require provided however that the cost of said extensions or modifications shall be borne by the developer or customer requiring the same in accordance with COCOA's then applicable service extension policy.

Section 14. HYDRANTS. COCOA agrees that it will maintain and replace, as needed, all existing public fire hydrants located within ROCKLEDGE as of the date of this Agreement. COCOA shall routinely flow test all fire hydrants on a periodic basis based on the fire industry standards followed by COCOA in its testing of its own fire hydrants

located within the city limits of COCOA. In regard to maintenance of any and all fire hydrants serviced by COCOA, COCOA will expedite repair service to any fire hydrant taken out of service. The ROCKLEDGE Fire Department shall be notified immediately of any hydrant taken out of service. Until said hydrant is placed back in service after repair and during the time the hydrant is out of service, a notice shall be placed or prominently indicated on the hydrant that it is out of service. New hydrants will be installed in conjunction with extensions for new development or redevelopment as required by ROCKLEDGE at the expense of the developer or ROCKLEDGE, as the case may be. In the event that ROCKLEDGE shall require additional hydrants on existing lines, COCOA agrees that it will install the same provided that the mains are adequate to support fire stream requirements at the location requested and provided that ROCKLEDGE agrees to reimburse COCOA for the actual cost of installing the new hydrants.

Section 15. RATES AND CHARGES FOR WATER SERVICE WITHIN ROCKLEDGE.

a. The rates and charges to all customers or users within ROCKLEDGE for water service shall be those rates and charges including, but not limited to, service charges, gallonage charges, ready-to-serve charges, reconnection charges, late fees, hydrant charges, impact fees and connection fees as COCOA shall, from time to time, establish by law, at its discretion, during the term of this Agreement.

b. COCOA's water service rates consist of a monthly service charge and a gallonage charge as metered. Customers located within the city limits of COCOA are charged the inside city rate. Customers located outside the city limits of COCOA, such as ROCKLEDGE customers, are charged the outside city rate. This paragraph shall be limited to the water service rates adopted by COCOA (monthly service charge and

gallonage charge) and is not intended to apply to any fees imposed by ROCKLEDGE or other COCOA charges and fees.

c. Anything in this section to the contrary notwithstanding, COCOA agrees that at all times during this Agreement, rates and charges will be established by COCOA in accordance with applicable State and federal laws regulating the allowable rates to be charged by COCOA's water system (whether now in effect or adopted in the future) as said laws may be amended from time to time during the term of this Agreement.

d. In addition to provisions in Chapter 180, Florida Statutes, as may be amended, COCOA agrees to provide prior written courtesy notice to the City Manager of ROCKLEDGE of any public meeting or hearing at which COCOA will consider final approval of any adjustment to COCOA's water service rates affecting customers within the municipal boundaries of ROCKLEDGE.

Section 16. REGULATION OF WATER SYSTEM.

a. COCOA is authorized and empowered to make any and all reasonable rules and regulations governing the use of the water distribution system, including, but not limited to: (i) the time and manner of payment for water furnished, including, but not limited to, connection and cut-off charges, and cash deposits to insure payment of charges; (ii) restricting the hours and days on which consumers in ROCKLEDGE may use the water distribution system for conservation purposes; (iii) take such actions as are necessary in order for the water distribution system to comply with all applicable local, county, regional and federal regulations as may be in effect from time to time; (iv) curtail, suspend or terminate the right of a consumer to use the water distribution system for failure to pay charges when due, or otherwise failing to comply with such

regulations. In the event service is curtailed, suspended or terminated to a particular user, said user will have to pay such reconnection fees as established by COCOA from time to time as a condition to the restoration of service.

b. The rules and regulations of the Florida Department of Environmental Protection require water providers to establish and implement a cross-connection control program utilizing backflow protection at or for service connections in order to protect the water system from contamination caused by cross-connections on customers' premises. Pursuant to such required program, during the term of this Agreement COCOA, as a water provider, will require many of the water customers within ROCKLEDGE to upgrade current facilities to install backflow prevention devices or other appropriate cross-connection controls on potable water systems. ROCKLEDGE agrees to cooperate in the implementation of the cross-connection controls program within ROCKLEDGE, including but not limited to the education of water customers and to the extent permitted by law (including but not limited to the ordinances, rules, regulations and guidelines of COCOA), the withholding of certificates of occupancy from water customers without proper backflow prevention devices when notified by a COCOA representative that improper or no backflow prevention devices were in place at the time of COCOA's inspection of the connection to COCOA's water distribution system.

Section 17. TAXATION OF IMPROVEMENTS. All rights, privileges and easements granted to COCOA herein, as well as the water distribution facilities presently owned by COCOA or hereafter acquired, shall be considered as public property of COCOA, used for public purposes, and shall, to the extent permitted by law, be exempt

from all taxation, either ad valorem, personal, excise, license, specific or otherwise, by ROCKLEDGE.

Section 18. IMPROVEMENTS BY ROCKLEDGE. It is understood that ROCKLEDGE may, from time to time, construct, improve and repair the streets, curbs, gutters, sidewalks, bike paths, storm sewers, reclaimed distribution systems, sanitary sewers and other similar improvements located within ROCKLEDGE. In the event it is necessary to relocate any portion of the water distribution facilities within ROCKLEDGE because of these improvements, then ROCKLEDGE will pay all costs necessary to relocate the water distribution facilities. In the event the water distribution facilities are damaged by a ROCKLEDGE employee or independent contractor employed by ROCKLEDGE, then ROCKLEDGE will pay all costs necessary to repair the damage to the water distribution facilities, provided, however, that if the damage is caused by an independent contractor, ROCKLEDGE shall stand subrogated to all rights and remedies of COCOA for the collection from the party legally responsible for the damage of all sums ROCKLEDGE is required to pay to COCOA hereunder.

Section 19. PUBLIC RECORDS. The Parties understand and agree that COCOA and ROCKLEDGE are public entities subject to the Florida Public Records Law. To the extent this Agreement constitutes the "provision of services" to ROCKLEDGE within the scope of Section 119.0701(2), Florida Statutes, COCOA shall: (1) Keep and maintain public records required by ROCKLEDGE to perform the services of this Agreement; (2) Upon request from ROCKLEDGE, provide ROCKLEDGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) Ensure that public records are exempt

or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law; and (4) Upon completion of the Agreement, COCOA shall keep and maintain public records required by law and shall meet all applicable requirements for retaining public records.

As required by §119.0701(2)(a), Florida Statutes:

IF COCOA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ROCKLEDGE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AS FOLLOWS: City Clerk, City of ROCKLEDGE, 1600 Huntington Ln, Rockledge, FL 32955, Telephone: 321-221-7540, Email: jlevasseur@cityofrockledge.org

IF ROCKLEDGE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COCOA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AS FOLLOWS: City Clerk, City of COCOA, 65 Stone Street, COCOA, Florida 32922, Telephone: 321-433-8488, Email: marsenault@cocoafl.gov

Section 20. NOTICES. All notices required pursuant to this Agreement shall be in writing, and shall be made by: (1) personal delivery; (2) nationally recognized, next day courier service; (3) first class registered or certified mail, postage paid; (4) facimile; or (5) electronic mails to the party's address specified in this Agreement. A notice shall be deemed received and effective upon actual receipt by the party, or if the notice is mailed, on the fifth (5th) business day after such notice is deposited in the mail or with a courier service or upon receipt, whichever occurs first. All notices shall be addressed as follows:

To COCOA:
City of COCOA
City Manager
65 Stone Street
COCOA, Florida 32922

With a copy to:
Utilities Director
351 Shearer Boulevard
Cocoa, Florida 32922

To ROCKLEDGE:
City of ROCKLEDGE
City Manager
1600 Huntington Ln
Rockledge, FL 32955

With a copy to:
Public Works Director
1400 Garden Rd
Rockledge, FL 32955

Notice shall be provided to the above-named addresses unless directed otherwise in writing to the other party.

Section 21. PUBLIC SERVICE TAX. ROCKLEDGE reserves the right to impose on the customers within the municipal boundaries of ROCKLEDGE, at its discretion, a public service tax to the extent allowed and in accordance with Florida law,

provided such tax shall not be considered a water service rate increase, shall be at no cost to COCOA and shall be borne solely by the customers within the municipal boundaries of ROCKLEDGE. The public service tax may be adopted by the ROCKLEDGE City Council by ordinance, and COCOA agrees, on behalf of ROCKLEDGE, to begin invoicing such tax to customers within the municipal boundaries of ROCKLEDGE on the commencement date set forth in the ordinance, which will be no sooner than ninety (90) days after the adoption of the ordinance to allow sufficient time to modify COCOA's billing system to accommodate the public service tax. The public service tax shall be a cost of service and the tax shall be a pass-through cost to customers receiving water service within the municipal boundaries of ROCKLEDGE. The public service tax authorized by law and hereunder shall be collected by COCOA on utility invoice of other fees and charges incurred from the purchaser of water at the time of the payment for such service. COCOA shall collect and remit said public service tax collected from customers receiving water service within the municipal boundaries of ROCKLEDGE to ROCKLEDGE. ROCKLEDGE agrees that, in exchange for COCOA collecting the public service tax on behalf of ROCKLEDGE, COCOA shall have the right to impose and retain a billing processing fee equal to an amount set forth in a separate utility billing service agreement between COCOA and ROCKLEDGE. ROCKLEDGE agrees to indemnify and hold harmless COCOA and its officers and employees from and against any and all Claims, and to pay COCOA's attorneys' fees and costs, to the extent arising out of, related to or resulting from a challenge to said public service tax. Nothing herein shall be read to waive any defense of sovereign immunity by ROCKLEDGE as provided in Section 768.28, Florida Statutes or under common law.

Section 22. FACILITIES AFTER EXPIRATION OR TERMINATION

a. In addition to serving customers within the boundaries of ROCKLEDGE, the water distribution system of COCOA located within ROCKLEDGE serves other parts of central Brevard County outside the boundaries of ROCKLEDGE including Port Canaveral, NASA, Cocoa Beach, Cape Canaveral, and other areas outside City of ROCKLEDGE including customers within the unincorporated areas of Brevard County. The Parties understand and agree that COCOA's water distribution system within the boundaries of ROCKLEDGE is interdependent with COCOA's water distribution system to such other communities and that both ROCKLEDGE and COCOA have benefited from an interdependent water distribution system, including but not limited to shared costs and increased water quality, pressure and reliability (from looped facilities and additional flowage). Nothing in this Agreement is intended to interfere with COCOA's provision of water services to customers located outside the boundaries of the City of ROCKLEDGE. In the event this Agreement is terminated or expires without renewal of a new water service agreement and ROCKLEDGE becomes responsible for providing potable water to customers within the boundaries of ROCKLEDGE, then COCOA and ROCKLEDGE agree to negotiate, in good faith, a post-termination transition agreement, as set forth in this Section 22.

b. Option to Purchase. ROCKLEDGE reserves the right, as provided by law, that upon the expiration of this Agreement ROCKLEDGE may purchase from COCOA the water distribution system of COCOA located within ROCKLEDGE at a valuation to be fixed by mutual agreement or arbitration, and pursuant to a post-termination transition agreement as set forth in this Section 22, provided that

ROCKLEDGE notify COCOA in writing of its exercise of such option at least nine (9) months prior to expiration of this Agreement.

c. Upon expiration of this Agreement (except to the extent ROCKLEDGE purchases the water distribution system of COCOA located within ROCKLEDGE as set forth above) or upon termination of this Agreement, COCOA in its sole discretion may (i) abandon in place any portion of its water distribution facilities located within ROCKLEDGE; or (ii) remove any portion of its water distribution facilities located within ROCKLEDGE within six (6) months of the expiration or termination of this Agreement; or (iii) allow any portion of its water distribution facilities located within ROCKLEDGE to remain in place, provided such facilities are not used to provide potable water service to ROCKLEDGE customers; or (iv) any combination of the preceding choices.

d. Prior to termination or expiration of this Agreement (without renewal), COCOA and ROCKLEDGE agree to negotiate and enter into a post-termination transition agreement. Negotiations shall commence within five (5) business days of the written request and be conducted expeditiously and in good faith. The transition agreement will set forth mutually acceptable terms and conditions for the orderly and expeditious transition of the portion of COCOA's potable water distribution system dedicated solely to providing potable water to customers within the municipal boundaries of ROCKLEDGE from COCOA to another water utility which will be determined and selected by ROCKLEDGE at its discretion. Said transition agreement shall (i) identify those portions of the water distribution system dedicated to serving only customers within the boundaries of ROCKLEDGE and provide for conveyance of such facilities to ROCKLEDGE at a

valuation to be fixed by agreement or arbitration; and (ii) identify those portions of the water distribution system reasonably or practically necessary to provide potable water services to customers located outside the boundaries of ROCKLEDGE including within the area known as Port Canaveral, Cocoa Beach, Cape Canaveral, and the other areas adjacent to the City of ROCKLEDGE and also to customers within the unincorporated areas of Brevard County, and provide for conveyance of such easements/right-of-way use licenses to COCOA at a valuation to be fixed by agreement or by arbitration. During this transition period, COCOA agrees to continue to deliver and sell potable water within ROCKLEDGE and ROCKLEDGE agrees to continue to authorize COCOA to so deliver and sell potable water within ROCKLEDGE under the terms and conditions of this Agreement unless otherwise provided in the transition agreement.

e. Nothing herein shall require COCOA to sell, and COCOA shall retain ownership and control of, the water distribution facilities located within ROCKLEDGE used or intended to be used for the purpose of supplying water customers located outside of the boundaries of ROCKLEDGE and the easements granted to COCOA for such purpose shall survive expiration and termination of this Agreement, subject to the terms of the transition agreement.

Section 23. DEFAULT AND REMEDY. ROCKLEDGE and COCOA recognize that the safe and dependable delivery of water within the municipal boundaries of ROCKLEDGE and other parts of central Brevard County serves a vital public interest. Therefore, any violation of the material provisions of this Agreement or failure promptly to perform any of the material requirements thereof, shall be cause for the termination of

this Agreement. However, before termination is sought, the complaining party shall provide the defending party at least thirty (30) days to cure the violation after written notice to the defending party. The time to cure shall be extended by the complaining party for not more than ninety (90) additional days if the defending party is diligently engaged in good faith efforts to cure such violation, failure, or default and the cure cannot be reasonably achieved within thirty (30) days. The procedure for termination shall be as follows: First, the complaining party shall notify the defending party in writing of the alleged violation(s) constituting the ground(s) for termination and provide the time by which the defending party must correct such violation(s). Second, if within the time designated by the complaining party, the defending party fails to remedy and/or put an end to the alleged violation, the governing body of the complaining party, after a public hearing on no less than fifteen (15) days' notice, may, in its discretion, terminate this Agreement if it determines that the violation existed and the defending party failed to remedy same within the time required. The decision to terminate this Agreement by a governing body shall be subject to the requirement that the Parties negotiate and enter into a post-termination transition agreement as set forth in Section 22 of this Agreement. The Parties agree that a breach of this Agreement by one party that prevents the provision of water to customers in ROCKLEDGE and/or other parts of central Brevard County creating a health safety emergency may give rise to an irreparable injury to the other party for which damages may not be adequate compensation, and consequently, that the other party may be entitled, in addition to all other remedies available to it at law or equity, to injunctive and other equitable relief to prevent such breach and to secure the specific performance of the Agreement without proving actual damages or posting bond or other security.

Section 24. COCOA'S CONDEMNATION POWERS. Nothing herein is intended to limit or restrict COCOA's authority to obtain private property within the boundaries of ROCKLEDGE or elsewhere for the purpose of installing or maintaining the water distribution facilities or system servicing COCOA's customers. ROCKLEDGE agrees to provide non-financial assistance to COCOA related to COCOA's efforts to condemn private property within the boundaries of ROCKLEDGE to the extent necessary or convenient to the acquisition, alteration, replacement, expansion, or operation of the water distribution facilities and systems, provided that said water distribution facilities and systems are located within the boundaries of ROCKLEDGE, or such cooperation and support will benefit consumers within ROCKLEDGE.

Section 25. SAFETY AND EMERGENCY ALERTS. If at any time during the term of this Agreement COCOA determines that it is necessary to issue any safety or emergency alert regarding its water distribution facilities or system servicing customers within the municipal boundaries of ROCKLEDGE (e.g., boil water alert; water contamination notice), COCOA agrees to promptly provide said notice to ROCKLEDGE as required by law and COCOA's policies.

Section 26. MISCELLANEOUS PROVISIONS

a. Consents and Approvals. Unless expressly provided otherwise, where this Agreement requires approval by ROCKLEDGE then the City Manager of the City of ROCKLEDGE or her designee is authorized to grant or deny such requests and where this Agreement requires approval by COCOA then the City Manager of the City of COCOA or his designee is authorized to grant or deny such requests.

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

c. Entirety. This Agreement represents the entire understanding of the Parties hereto and no other agreement, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the Parties thereto.

d. Amendments. This Agreement may be amended from time to time to meet future conditions not presently anticipated, provided that COCOA shall not be called upon to amend this Agreement upon which any revenue bonds or certificates are outstanding and unpaid in a manner that will injure or impair the security of such revenue bonds or certificates, nor be violative of any of the covenants of COCOA in its proceedings from the issuance of such revenue bonds or certificates. Any amendments to this Agreement shall be in writing and signed by both Parties and will require the approval of the governing bodies of ROCKLEDGE and of COCOA.

e. Successors and Assigns. This Agreement may be assigned, in whole, by any party hereto without the consent of the other party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

f. Applicable Law. The laws of the State of Florida shall govern the validity, interpretation, construction and performance of this Agreement. Venue for any suit involving this Agreement shall be in Brevard County, Florida.

g. Waiver. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting the waiver. If any representation, warranty or covenant contained in this Agreement is breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waiver, either expressly or impliedly, any other breach of this Agreement.

h. Headings. The headings provided in this Agreement are for convenience only and shall not be used in interpreting or construing this Agreement.

i. Attorney's Fees. Unless otherwise expressly stated elsewhere in this Agreement, the Parties agree to bear their own attorney's fees and legal expenses arising out of this Agreement.

j. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of anyone that is not a Party. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties.

k. Duty to Cooperate. The Parties will work together in good faith to implement the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have set their hands and seals.

CITY OF COCOA, a Florida municipal corporation

By: _____
Michael C. Blake, Mayor

[City Seal]

ATTEST: _____
Monica Arsenault
City Clerk

Date: _____

Approved as to form for the
City of Cocoa only:

By: _____
Anthony A. Garganese
City Attorney

CITY OF ROCKLEDGE, a Florida municipal corporation

By: _____
Thomas J. Price, Mayor

[City Seal]

ATTEST: _____
Jennifer LeVasseur
City Clerk

Date: 5/1/24

Approved as to form for the
City of Rockledge only:

By: _____
Joe Miniclier
City Attorney

Legislation Details (With Text)

File #:	24-282	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	5/10/2024			**In control:**	City Council
On agenda:	5/14/2024			**Final action:**	
Title:	Approve a Grant Application of $150,000 for the Florida Defense Infrastructure Grant for the design of the Pineda Causeway Phase 2 Water Main Design; Authorize the City Manager to sign any documents related to the grant application. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Original Grant Application - City of Cocoa.pdf Cover Letter Defense Infrastructure Grant Program.pdf Internal Grant Application Utilities Pineda- FY 23 Rev - eForm.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 9, 2024
Agenda Date: May 14, 2024
Prepared By: John "Jack" Walsh, P.E., Utilities Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve a Grant Application of $150,000 for the Florida Defense Infrastructure Grant for the design of the Pineda Causeway Phase 2 Water Main Design; Authorize the City Manager to sign any documents related to the grant application.

BACKGROUND:

Staff is requesting approval to apply for the Florida Defense Infrastructure Grant offered by the Florida Department of Commerce for the Pineda Causeway Phase 2 Water Main Design, which will fund the design and permitting of a sixteen-inch water extension from the west end of Pineda Causeway near edge of Patrick Space Force Base (PSFB) to S.R. A1A and then north on S.R.A1A to the northern property limit of PSFB. This grant, if awarded would represent approximately an 11% local match that would be combined with a federal military resiliency grant for $1.2M to cover the entire project design cost of $1,350,000. Staff has prepared the grant application is requesting approval for the City Manager to sign any documents related to the grant application, if necessary.

If awarded this grant, staff will prepare an agenda item to accept the grant and a BAF for the grant-funded project and would be contingent on the award of the federal grant of $1.2 M.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

PREVIOUS ACTION:

RECOMMENDED MOTION:

Approve a Grant Application of $150,000 for the Florida Defense Infrastructure Grant for the design of the Pineda Causeway Phase 2 Water Main Design; Authorize the City Manager to sign any documents related to the grant application.

C. Applicant Information: This section must be completed in its entirety.

The Applicant's Application must contain the following information in the format specified below:

1. Project Title: Pineda Causeway Phase 2

2. RFA Title and Number: COM 24-RFA-002-DIG

3. County(ies) and Bases/Installation(s) Affected: Patrick Space Force Station

4. Applicant Legal Name and Contact Information

a. Organization Name: City of Cocoa
b. Federal Tax Identification Number: 59-60000292
c. Mailing Address (including city, state, zip): 65 Stone Street Cocoa, Florida 32922
d. Contact Information (including telephone number and e-mail):

5. Primary Responsible Contact Information

a. Name: John A. "Jack" Walsh, P.E.
O 321 433-8710 M 321 480-4030 jwalsh@cocoafl.org
b. Title: Utilities Director
c. Mailing Address (including city, state, zip): 351 Shearer Blvd Cocoa, Florida 32922
d. Contact Information (including telephone number and e-mail):

6. Secondary Responsible Contact Information

a. Name: Katie Ennis
b. Title: Deputy Director
c. Mailing Address (including city, state, zip): 351 Shearer Blvd Cocoa, Florida 32922
d. Contact Information (including telephone number and e-mail):

O 321 433-8722 C 321626-2163 kennis@cocoafl.org

7. Is the Applicant an economic development organization serving in the official capacity of the governing board? Yes

8. a. Environment ___ Transportation and Access ___ Utilities ___X___ Communications ger.

Name of the Grant Manager: John Perrin O 321 433-8793 jperrin@cocoafl.org
Title: Senior Engineer telephone, fax, e-mail):

9. Mailing Address (including city, state, zip): 351 Shearer Blvd, Cocoa, FL 32922

10. Other Funding

Does the project relate to other local, state, or federal budgets?
___X___ Yes | _____ No

a. If yes, what?

Yes - project funding will be shared with Federal contributions from MIRR Grant from Office of Local Defense Community Cooperation

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D. Project Description: This section must be completed in its entirety.

i. Executive Description: The Applicant must provide, in a few sentences, a description which outlines the project purpose, approach and methodology to be employed. The Applicant must provide a brief summary describing how each of the activities listed will benefit the military installation and surrounding community and illustrate how the methodology will serve to accomplish the project requirements and meet the proposed project schedule.

Executive Description
A potable water utility project to develop engineering design drawings for redundancy to PSFB, address future climate conditions, and attain applicable local, state, and federal permits. The project would ultimately improve military readiness and response thus furthering mission assurance in the region, improve water quality for PSFB and the local communities of Cocoa Beach and Cape Canaveral. This project will address resiliency and reduce stress and provide redundancy of water distribution during extreme weather events The City of Cocoa Utilities Department is the sole provider of potable water to the CCSFS and the primary provider for the PSFB. Water service to PSFB is currently provided by a single water main that runs along State Road A1A (SR A1A) located on the eastern edge of Cocoa Beach. The distribution system that serves this pipe crosses both above and under waterways at key bridge crossings. The extension of a 16-inch water main from the southwest side of PSFB to the northeast side will provide water service redundancy while increasing resilience of the water distribution network that serves PSFB and CCSFS and support the surrounding local communities.

ii. Economic Impact Statement: A description of the positive economic impact the proposed infrastructure project will have on the local military value of the installation and surrounding community.

Economic Impact Statement
The future addition of a redundant potable water main will ensure that during emergency events and extreme weather conditions, PSFB would have redundant water and reduce or eliminate interrupted water service to the base thus allowing the base to continue its mission and provide launch support to Cape Canaveral Space Station. Similarly, the surrounding local communities would also receive a similar benefit and would allow local business to remain open and families to have access to potable water.

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iii. Plan of Action: Provide in one to two sentences a response to the items below. (If additional space is needed, attach a PDF document with your entire answer)

Plan of Action
a. How will this project benefit both the local community and the military installation? PSFB would have redundant water and reduce or eliminate interrupted water service to the base thus allowing the base to continue its mission and provide launch support to Cape Canaveral Space Station for commercial and government launches. Similarly, the surrounding local communities would also receive a similar benefit and would allow local business to remain open and families to have access to potable water.
a. What is the community's commitment and support for the proposed plan of action and the interaction between the Applicant, local government, local economic development organization, local military facilities, and the public? The City of Cocoa is working with the East Central Florida Regional Planning Council (ECFRPC) and stakeholders that include 9 local governments, 2 economic development organizations, the Indian River Lagoon Council, the Canaveral Port Authority, NASA, and others, on the MIRR which will conduct a vulnerability assessment and prioritized project list to improve resilience and therefore sustain mission and national security.
b. How will the project improve community and military infrastructure through the following types of projects: encroachment, transportation and access, utilities, communications, housing, environment, and security? A connection on the south side of PSFB will improve water quality and increase water pressure on base
c. What are the current mission capabilities of the installation(s) and surround community(ies)? Project design and eventually construction would allow for improved pressures throughout PSFB and provide improved reliability of potable water supply. The mission of the PSFB and Cape Canaveral Space Force Station is reliable launch capabilities for government and commercial space launch development and growth.
d. What is the impact on operational readiness of the U.S. Department of Defense's total force including the impact on joint warfighting, training, and readiness? PSFB would have redundant water and reduce or eliminate interrupted water service to the base thus allowing the base to continue its mission and provide launch support to Cape Canaveral Space Station and ensure relaible utility services in support of CCSFS and enhance commercial space launch reliability.
e. What, if any, is the potential for changes to the mission of the military installation and the potential impacts such changes will have on the local community? The utility project would enhance reliability of water to PSFB and enhance relaiblity to CCSFS in support of government and commercial launches.
f. What is the availability and condition of land, facilities, and associated airspace; including training areas suitable for maneuver by ground, naval, or air forces throughout a diversity of climate and terrain areas, and staging areas for the use of the Armed Forces in defense missions at existing military installations? N/A
g. What is the ability to accommodate contingency, mobilization, and future total force requirements at both existing and potential receiving military installations to support operations and training? This project will provide redundancy of mission critical potable water to PSFB

h. How will the project reduce the cost of operations and manpower implications?

N/A

i. How will the project connect to a broader economic development vision of the community and military installation and benefit additional current tor future businesses?

This project will provide redundancy of mission critical potable water to PSFB and the surrounding community. The utility improvements will allow critical services to continue during emergencies and enhance the commercial launch capabilities at CCSFS and allow for reliable services in the area of space launch growth.

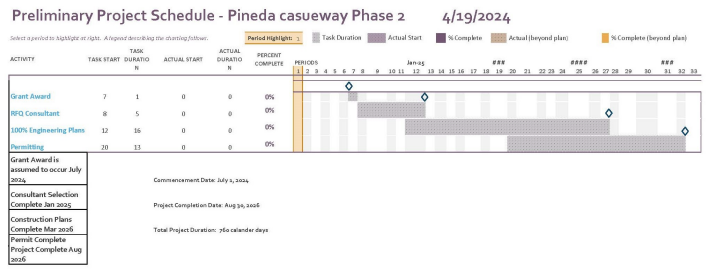
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iv. **Project Timeline:** The Applicant must provide a project schedule, which includes ALL projected milestones and final completion dates for each identified activity to support the budget provided in Section 4.3, Part E, to include:

a. Proposed commencement date and number of days required to complete the project;
b. What permits are necessary for the commencement and/or completion of the project; and
c. Whether or not this project is ready to commence upon grant award approval and contract execution.

Project Timeline

a. July 1, 2024
b. FDEP, FDOT and PSFB
c. An RFQ for consultant is needed prior to start



E. Application Scope of Work and Budget: This section must be completed in its entirety.

The Applicant must include a completed copy of each requirement requested in this RFA, within their initial Application. Application attachments and appendices should be kept to a minimum. If you have already been awarded for a grant in the 2023-2024 fiscal year, you may request additional funding for your project. **In order to request additional funding, you must submit updated versions of every financial table in this RFA, the Scope of Work, the Deliverables table, and provided in the cover letter a justification of the need for additional funding.**

Each Applicant must include the following mandatory documents for Evaluation as Attachments to the Application using the Attachments' titles referenced below.

i. Prepare a coordinated plan of action or scope of work delineating how the eligible project will be administrated and accomplished, which must include a plan for ensuring close cooperation between civilian and military authorities in the conduct of the funded activities and a plan for public involvement. If part of an existing strategic plan, a copy of the plan must be included with the Grant Application;

ii. **Estimated Project Budget –**Applicant must submit an estimated budget for each cost associated with the proposed project. If the project is expected to be phased through multiple years, break out each phase and the associated costs. Administrative Costs shall be limited to no more than 10% of any grant issued pursuant to s. 288.980(7), F.S. All proposed costs for the project activities described in the Application are required to be presented in a line-item budget format that is accompanied by a budget narrative that supports, justifies, and clarifies the various line items. Any costs provided in the "Other" category must be specified.

Phase	Cost
Design and Engineering	$ 1,250,000
Permitting	$ 100,000
Construction	$ N/A
Other (Specify)	$ N/A
Total:	$1,350,000

iii. **Matching Funds Criteria and Documentation**

The Applicant must agree to match at least 30 percent of any grant awarded. Match documentation must include firm amounts and sources of local match; references to anticipated or expected matching funds availability will not be accepted. Matching funds demonstrate support for the proposed project's compliance with s. 288.980(3)(c)2, F.S.

Matching funds contribution may either be cash or in-kind services:

a. "Cash Contributions" may include cash contributions from the Applicant as well as cash contributions from outside sources that are: directly applied to the proposed project activities, directly support the proposed project through acquiring materials and supplies, buying equipment, paying for staff time used to work on the proposed project activities, and paying expenses such as travel, telephone, postage, or printing.

b. "In-Kind Contributions" may include: the reasonable value of the partial use of equipment, software, or staff from other divisions of the Applicant or from participating partners; the reasonable rental value of office space; or the reasonable value of volunteer time and expenses, calculated based on the value of the work done, and not the amount charged in the performance of the volunteer's normal occupation. For this purpose, the value of volunteer time shall be deemed not to exceed $40 per hour.

A greater match amount will result in the awarding of bonus points, which will positively impact the scoring criteria.

Match Contributing Entity	Type of Contribution (Cash/In-Kind)	Amount Contributed
Federal	Cash	**$** 1,200,000
State		**$**
Local		**$**
Private		**$**
Revenue Bonds		**$**
Other (Specify)		**$**

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iv. Scope of Work

i. The Applicant must submit a Scope of Work to cover the anticipated Agreement period. The applicant must provide, for each deliverable, a title and brief description of what the activity will accomplish.

a. List ALL proposed deliverables and defined objectives for each; and

b. If the proposed Application is a continuation of work completed through previously funded grant opportunities, describe the previous outcomes and how the continuation directly relates to the previous work completed.

ii. This section should have sufficient detail to allow FloridaCommerce to understand precisely what the Applicant will do for each individual task that will be a part of the project, when they will do it, how they will do it, for whom they will do it, by whom it will be done, where it will take place, what impact the funding will have, etc. Failure to provide specificity about the scope of the project may result in significant delays, or non-award.

Deliverable & Task Title What is the specific title of the task? What is the specific title of the deliverable?	**Description** What will be accomplished? What services/tasks will be provided?	**Deliverable/What will be submitted to show completion of the task?** What will need to be done to complete the project?	**Cost of Activity**
Task:			
Deliverable 1: Final Engineering design plans and specifications	A complete set of engineering drawings with technical specification	100% conformed engineering drawings, technical specifications	**$** 1,250,000
Deliverable 2: Permitting	Permitting approval for all required permits to including FDEP and FDOT and PSFB	Approval letters from agencies	**$** 100,000
Task:			
Deliverable 3:			**$**
Deliverable 4:			**$**
Task:			
Deliverable 5:			**$**
Deliverable 6:			**$**
		Total:	**$** 1,350,000

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v. Financial Summary

The Applicant must prepare and submit an itemized program budget, which includes the following:

- **a.** A detailed line-item breakdown of anticipated expenses and expenditures for both the local match and state funds.
- **b.** Breakout of activities in funding categories and specific activities.
- **c.** Correlate activities to the plan of action.
- **d.** Cover only the anticipated Agreement period.
- **e.** Due to the increase in funds, there is no limit on the amount you may apply for. Please note that your requested amount may be subject to negotiations.

Only cost allocations under the terms of this solicitation and applicable State cost principles shall be included in the budget. All requested costs must be reasonable and necessary.

Budget Category	Local Program/Match Expenditures Grantee	State of Florida DIG Expenditures	Total Program Expenditures
Task/Purchase:			
Deliverable 1: Final Eng. Design Plans and Specifications	$1,110,000	$140,000	$1,250,000
Deliverable 2: Permitting	$90,000	$10,000	$100,000
Task/Purchase:			
Deliverable 3:			
Deliverable 4:			
Task/Purchase:			
Deliverable 5:			
Deliverable 6:			
Total:	$1,200,000	$150,000	$1,350,000

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vi. Previous Performance

The Applicant must include a list of ALL grants received, (Defense Infrastructure Grant, Defense Reinvestment Grant, Florida Defense Support Task Force Grant Program, etc.) within the past five years, including award amounts and current status of each project.

Contract Number	Grantee & Base/Installation	Project Title	Awarding Entity	State Fiscal Year Awarded	Amount Requested	Award Amount	Amount Returned	Status: Open, Closed, or Cancelled
None								

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vii. Signatures

In accordance with s. 288.980(5), F.S., grant requests will be accepted only from economic development applicants that will have the authority to maintain the project upon completion. The Applicant, Base Commander, and Local Economic Development Official must complete this section, as it is related to the proposed project specified in the submitted Grant Application.

Applicant

By	_____
	Signature
	Stockton Whitten
	Printed Name
Title	City Manager, City of Cocoa
Date	_____

Base Commander (or Designee)

By	N/A
	Signature
	_____
	Printed Name
Title	_____
Date	_____

Local Economic Development Official (or Designee)

By	N/A
	Signature
	_____
	Printed Name
Title	_____
Date	_____

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ATTACHMENT 1
QUALIFICATION QUESTIONS

Applicant must submit a Yes/No response to the following Qualification Questions. Applicants are to meet the qualifications identified in the following Qualification Questions in order to be considered responsive. **FloridaCommerce will not evaluate Applications from Applicants who answer "No" to any of the Qualification Questions, following the RFA Completeness Check.**

Number	Qualification Questions	Yes	No
1.	**Does the Applicant certify that the person submitting the Application is authorized to respond to this RFA on Applicant's behalf?**	Yes	
2.	**Does the Applicant certify that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to Section 215.473, F.S., or engaged in business operations in Cuba or Syria?**	Yes	
3.	**Does the Applicant certify that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., or engaged in a boycott of Israel?**	Yes	
4.	**Does the Applicant certify that it meets the criteria of an Eligible Applicant as defined in Section 288.980(5), F.S?**	Yes	
5.	**Does the Applicant certify that the proposal Application does <u>NOT</u> include on-base military construction projects?**	Yes	
6.	**Does the applicant have more than three open DIG grants?**		No
7.	**Does the applicant have an open DIG grant that has been extended two or more times?**		No

_____

***Authorized Representative's Signature**

__Stockton Whitten City Manager City of Cocoa___

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Applicant.**

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City Manager's Office
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8737
FAX: (321) 433-8685

May 1, 2024

Cory Strickland
Partnership Manager
Florida Department of Commerce
107 E. Madison Street
Tallahassee, FL 32399
Phone: 850-717-8984
DefenseGrants@commerce.fl.gov

Dear Mr. Strickland:

I am writing to express our sincere interest in applying for the Florida Defense Infrastructure Grant Program (COM 24-RFA-002-DIG) to support the Pineda Causeway Phase 2 Design Project. The due date of the application was November 27, 2023.

By virtue of submission, the City of Cocoa declares that all information provided is true and correct and hereby affirm that I am the authorized representative and I have the authority to bind the applicant through delegated authority from the City Council of the City of Cocoa for the award of a grant if selected.

The Pineda Causeway Phase 2 Design Project meets all the grant criteria and when constructed in the future, it will provide potable water utility resiliency in support of Patrick Space Force Base and in support of private commercial and governmental space launches.

I am excited about the opportunity your organization has provided. Thank you for considering our application.

Sincerely,

Stockton Whitten
City Manager
City of Cocoa

INTERNAL GRANT APPLICATION FORM

Completed and Signed Copy of this Form **Must Be Attached** to all Grant Agenda Items

DEPARTMENT: Utilities Department	**DIVISION:** Administration
POINT OF CONTACT: John A. Walsh, P.E.	**PROJECT MANAGER:** John Perrin, P.E.
NAME OF GRANT: Florida Defense Infrastructure Grant	
Assistance Listing#/CFSA#:	**FUNDING AGENCY:** FL Dept. of Commerce
AMOUNT REQUESTED: $ 150,000	**GRANT DUE DATE:** 11/27/2023

PROJECT DESCRIPTION:

To conduct the design and permitting for a 16" water main extension under the Pineda Causeway from the west end of Patrick Space Force Base to S.R. A1A and then continue north on S.R. A1A to the northern boundary of PSFB and connect to the city's existing water main.

MATCH REQUIRED: Yes **(IF YES, HOW MUCH :) $** 150,000	**TARGET DATE TO COUNCIL:** 05/14/2024
REIMBURSEMENT GRANT: Yes	**REIMBURSEMENT SCHEDULE:** TBD

WHAT ARE THE REPORTING REQUIREMENTS?

TBD

FUTURE REQUIREMENTS TO CONSIDER:

This grant requires the award of a federal Military Infrastructure Resiliency Grant of $1.2M to act as the match. The total design project is estimated at $1.35M

_____ Department Director

_____ Grants Administrator

_____ Deputy Finance Director

_____ Finance Director

_____ City Manager

Legislation Details (With Text)

File #:	24-220	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	4/16/2024			**In control:**	City Council
On agenda:	5/14/2024			**Final action:**	
Title:	Approval of a Multi-Year contract with Pitney Bowes for the renewal of the lease of the DM 475 Mailing System, through June 30, 2029 utilizing the State of Florida Department of Management Services contract # 4102100-17-1. Authorize the City Manager to approve a budget transfer to provide the necessary funding in the correct division. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	COCOA AGREEMENT.pdf DMS-44102100-17-1_ Authorization Memo.pdf DMS - Pitney Bowes - Contract 2.20.17 thru 2.19.22.pdf DMS - Pitney Bowes - Contract Renewal 2.20.22 thru 2.19.27 .pdf Pitney Bowes Pricing April 4 2024 (5).pdf Price WORKSHEETS.pdf RE Pitney Bowes Postage Meter Renewal for City of Cocoa Finance Dept - Account 0011433724.msg COI.PDF				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 17, 2024
Agenda Date: May 14, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Approval of a Multi-Year contract with Pitney Bowes for the renewal of the lease of the DM 475 Mailing System, through June 30, 2029 utilizing the State of Florida Department of Management Services contract # 4102100-17-1. Authorize the City Manager to approve a budget transfer to provide the necessary funding in the correct division.

BACKGROUND:

The City of Cocoa is currently under a lease with Pitney Bowes for the DM 475 Automatic Mail Machine. The current lease expires June 30, 2024. Staff recommends continuing service with Pitney Bowes for a postage machine utilizing the State of Florida Department of Management Services contract # 4102100-17-1. If approved, the new lease would commence immediately and would be effective for five years, expiring June 30, 2029.

Current services will remain the same; although, there has been a rise in postage since the last lease was approved. The City currently pays quarterly, which would result in an increase to the quarterly payment amount. The new amount would be $418.32/month ($1,254.96/quarter) for a 60-month lease, compared to the $276.68/month or $830.04/quarter that is paid now. As noted, below are the options, with several additions, included with this lease/machine:

- USPS Special Services Software
- MailCenter Meter
- Cost Acctg Accounts Level (100)
- 10 lb Integrated Weighing Scale
- SendPro 360 Shipping Feature
- 145/70 LPM Speed
- Basic Cost Acctg for SP MailCenter
- eReturn Receipt Feature
- USPS Special Services Welcome Kit
- Power Guard Service Package
- MailCenter Printer
- MailCenter Weighing Platform
- Wireless Client Kit
- MailCenter 2000
- USPS Tracking Services
- Meter Equipment - Low
- Drop Stacker
- MailCenter 15in Display
- Barcode Scanner
- SoftGuard 2000
- Standard SLA-Equipment Service Agreement (for MailCenter)

Finance staff has reviewed the lease agreement and has determined that GASB87 applies to this lease, therefore, the lease is considered debt. The monthly payments will be recorded as a reduction of the five-year debt and interest expense. Since there is an increase in the cost of the new lease and the lease qualifies under GASB87, a budget transfer will be necessary to move the existing budget that is recorded as a lease payment from the City Clerk's division to the General Operations division and provide budget for the increase in costs. As a result, staff is requesting authority for the City Manager to approve the necessary transfer. The amounts for interest and expense will included in the adopted budget for future years.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted Yes

powered by Legistar™

001-1600-513.71-33 Principal	$1102.17
001-1600-513.72-33 Interest	152.79

Total budgetary impact for future years will be as follows:

FY 2023/2024	$1,254.96 (From July-September)
FY 2024/2025	$5,019.84
FY 2025/2026	$5,019.84
FY 2026/2027	$5,019.84
FY 2027/2028	$5,019.84
FY 2028/2029	$3,764.88 (partial year)

PREVIOUS ACTION:

The current lease for Pitney Bowes was approved at the regular City Council meeting held on June 26, 2019.

RECOMMENDED MOTION:

Approval of a Multi-Year contract with Pitney Bowes for the renewal of the lease of the DM 475 Mailing System, through June 30, 2029 utilizing the State of Florida Department of Management Services contract # 4102100-17-1. Authorize the City Manager to approve a budget transfer to provide the necessary funding in the correct division.

pitney bowes

State of Florida Contract #44102100-17-1 Order Form

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee			Tax ID # (FEIN/TIN)
CITY OF COCOA FINANCE DEPT			596000292

Sold-To: Address

65 STONE ST, COCOA, FL, 32922-7982, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Accounts Payable	3214338644	0011433724

Bill-To: Address

65 STONE ST, COCOA, FL, 32922-7982, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Accounts Payable	3214338644	0016133244	accountspayable@cocoafl.org

Ship-To: Address

65 STONE ST, COCOA, FL, 32922-7982, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Accounts Payable	3214338644	0011433724

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROMAILCENTER	MailCenter
1	1FS1	USPS Special Services Software
1	1FWW	10lb Interfaced Weighing Feature
1	7W00	MailCenter Meter
1	APAXL	Cost Acctg Accounts Level (100)
1	APKG	SendPro 360 Shipping Feature
1	APSD	145/70 LPM Speed
1	CAABL	Basic Cost Acctg for SP MailCenter
1	ERB1	eReturn Receipt Subscription - HV
1	ERR1	E-Return Receipt Feature
1	F9DD	USPS Special Services Welcome Kit
1	F9PG	PowerGuard Service Package
1	HV1P	MailCenter Printer
1	HV96000	MailCenter Weighing Platform

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See Pitney Bowes Terms for additional terms and conditions
Pitney Bowes Confidential Information

1	HV97500	Wireless Client Kit
1	HVBB	MailCenter 2000
1	M9SS	USPS Tracking Services
1	ME1C	Meter Equipment - Low
1	MW90007	Drop Stacker
1	MW92705	MailCenter 15in Display
1	SBDS	Barcode Scanner
1	SJM2	SoftGuard - 2000
1	STDSLA	Standard SLA-Equipment Service Agreement (for MailCenter)

Your Payment Plan

Initial Term: 60 months	**Initial Payment Amount:**	
Number of Months	**Monthly Amount**	**Billed Quarterly at***
60	**$ 418.32**	**$ 1,254.96**

**Does not include any applicable sales, use, or property taxes which will be billed separately.*
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

( ) Purchase Power® transaction fees included
(X) Purchase Power® transaction fees extra

Your Signature Below

By your signature below or Purchase Order, you are entering into a Lease Agreement pursuant to the terms and conditions of the Florida STC No. 44102100-17-1. If software is included in the Order, additional terms apply. Please refer to http://www.pb.com/state-and-local-government-solutions/states/florida for the applicable software terms.

44102100-17-1
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

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See Pitney Bowes Terms for additional terms and conditions
Pitney Bowes Confidential Information

Sales Information

Account Rep Name	Email Address	PBGFS Acceptance
Lynn Harrington	lynn.harrington@pb.com	

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See Pitney Bowes Terms for additional terms and conditions
Pitney Bowes Confidential Information

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

May 8, 2024

To: All Departments

Subject: Approved use of Florida State DMS Contract #44102100-17-1 for Mail Processing Equipment

The Purchasing Department has reviewed and approved the use of the State of Florida 44102100-17-1 for Mail Processing Equipment with **Pitney Bowes Global Financial.** This contract is valid from February 20, 2017, through February 19, 2027. The terms of this contract are acceptable to the City of Cocoa and for departmental purchases from the date of this letter through the final expiration.

This state term contract provides mailing machines with varying capacities, meters, sealers, and scales; mailing machines are available for 36-, 48-, or 60-month lease. This contract also offers folders, folder-inserters, openers, supplies, software, accessories, and maintenance for purchase and/or lease. Please note that this state term contract is for mail processing equipment only; mail processing services are available from the state term contract for Mail Services (80141800-15-01).

The City of Cocoa may make purchases from this contract as an eligible user as defined in Rule 60A-1.001, Florida Administrative Code. Any order placed by a Customer for a product and/or service available from this Contract shall be deemed to be a sale under and governed by the terms and conditions of the Contract. To the extent the Customer and the Contractor agree on additional terms, the terms will be documented on the Customer's order and signed by both parties.

Through the issuance of a Purchase Order, the City of Cocoa terms and conditions will be recognized and enforced as if included in the original agreement. The Vendor Quote and Purchase Order must clearly reference that pricing is being provided in according with this contract. Vendor must accept the Terms and Conditions issued along with the Purchase Order. Departments are required to obtain any additional documentation such as a COI and e-Verify affidavit when required. If purchase is greater than the City Manager approval authority and/or if the purchase results in a service agreement which is active in more than one fiscal year, the department must also obtain the approval of City Council.

Should there be additional questions or clarification needed please contact the Purchasing Department at purchasing@cocoafl.org.

Brian Dale
Purchasing Manger
City of Cocoa

Attachment(s):

1. Pitney Bowes Inc. Complete Contract Documents
2. Contract Pricing

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
state purchasing
We serve those who serve Florida

State Term Contract
No. 44102100-17-1
For
Mail Processing Equipment

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **Contractor**, collectively referred to herein as the "Parties."

The Contractor submitted a response to the Department's solicitation, ITB 22-44102100-Z for Mail Processing Equipment. After concluding all evaluations, the Department has determined that the Contractor's response provides a best value to the State of Florida.

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for five years. The Initial Contract Term shall begin on February 20, 2017. The Contract shall expire on February 19, 2022 unless terminated earlier in accordance the General Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated General Contract Conditions.

III. Contract.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Contract. The Contract Exhibits shall have priority in the order listed:

a) Exhibit A: General Contract Conditions
b) Exhibit B: ITB 22-44102100-Z and any addenda in reverse order of issuance
c) Exhibit C: Price Sheet

IV. Contract Management.

Department's Contract Manager:
Contract Manager
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone
Email: Contract Manager Email

Contractor's Contract Manager:
Contract Manager Name
Company Name
Address
Telephone
Email: Contract Manager Email

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

Contractor	**State of Florida,** **Department of Management Services**
_____ **Signature**	_____ **Signature**
_____ **Name, Title**	**Debra Forbess, Director of Finance and Administration** **Name, Title**
_____ **Date**	_____ **Date**

1.1 Purpose

The purpose of this State Term Contract is to provide state agencies and OEUs a vehicle to acquire mail processing equipment and related supplies and services. Core products offered under this Contract is the maintenance and lease of equipment, classified under the following categories:

Category Number	Specifications of Mailing Machine (All must include meter)
1	**Mailing machine with capacity to meter between 15 and 20 LPM with minimum of 2 pound (lb) scale**
2	**Mailing machine with capacity to meter between 21 LPM and 50 LPM and with sealer, and differential weighing and minimum of 5 lb scale**
3	**Mailing machine with capacity to meter between 51 LPM and 100 LPM with sealer, differential weighing and minimum of 5 lb scale**
4	**Mailing machine with capacity to meter between 100 LPM and 179 LPM with sealer, differential weighing and minimum of 5 lb scale**
5	**Mailing machine with capacity to meter up to 179 LPM with sealer, differential weighing, dynamic scale and minimum of 5 lb scale**
6	**Mailing machine with capacity to meter 180 LPM with sealer, differential weighing, dynamic scale and minimum of 10 lb scale**

Non-core products offered under the Contract are the lease or purchase of equipment classified under the following categories:

Inserters	Openers
Folders	Folders-Inserters
Supplies	Mail Processing Equipment Accessories
Mail Processing Equipment Software	

Only Mail Processing Equipment Accessories, Mail Processing Equipment Software and Supplies that have connectivity with an item(s) awarded on the core price sheet will be on the contract. The only non-core service the Department will consider is yearly maintenance for non-core products. The Department reserves the right to reject any and all items offered as a non-core product.

1.2 General Requirements

1.2.1 Commodity Standards

All Commodities under this Contract shall conform with and be governed by all applicable current postal regulations and remain in compliance during the term of this Contract and until completion of any lease including maintenance or a separate maintenance agreement provided under this Contract. USPS regulations can be found in the Mailing Standards of the United States Postal Service Domestic Mail Manual: Commercial Mailing Service at: http://pe.usps.com/text/dmm300/dmm300_landing.htm.

If USPS requirements and standards change during the term of a lease, the Contractor shall modify the existing equipment or replace the existing equipment to meet the new USPS

requirements at least ten business days prior to the USPS change. The modification or replacement of equipment shall be completed without cost to Customers.

All Commodities offered under this Contract, except for postage meters, shall be new, unused, of current production and of the latest design and construction. Used, rebuilt, remanufactured, shopworn, demonstrator, discontinued or prototype items shall not be offered. Note: It is understood that some new machines are manufactured from new parts which contain some recycled raw materials or components but all Commodities are deemed "new" and are fully warrantied against defect. Postage meters rented under this Contract are not required to be new and the Contractor is responsible for ensuring that they are in proper working order. The Department reserves the right to request technical literature on any item.

1.2.2 Pricing

The Contractor shall adhere to the prices submitted in the ITB Price Sheet(s), which are incorporated by reference into the Contract.

Lease prices shall remain firm throughout the lease period and shall include a full-service maintenance agreement for all equipment for the life of the lease. All prices shall be Free on Board (FOB) destination delivery, and include installation, warranty, rate change protection, on-site training and product manuals.

1.2.3 Recall(s)

In the event there is a recall of any of the Commodities, the Contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department and Customers in monitoring the recall operation and in preparing reports as may be required. Each Contractor shall, at the request of the Department and/or any Customer, provide all reasonable assistance in locating and recovering any recalled equipment that is not in accordance with the requirements of the Contract. Each Contractor shall immediately notify and provide copies to the Department of any communications relating to recalls with any Customer. The Contractor, at its own cost, shall ensure defective equipment and supplies are rectified, replaced or destroyed in compliance with all applicable laws, rules or regulations and the Department's reasonable instructions.

1.2.4 Contract Warranty and Maintenance

Contract Warranty Leased equipment shall be warrantied and maintained for the life of the lease. Purchased equipment shall be warrantied and maintained for a minimum of one year or the manufacturer's standard warranty, whichever is longer. The warranty and maintenance period shall commence upon acceptance of equipment by the Customer as evidenced by a certificate of acceptance form. All Commodities must operate in accordance with the manufacturer's standard specifications. The Contractor shall provide postage rate protection, software and firmware updates, and preventative maintenance services. All defective or broken parts not caused by accident, neglect, misuse, or abuse shall be repaired or replaced and all necessary machine adjustments occasioned by such defective or broken parts shall be performed. All warranty and maintenance services and products shall be provided at no cost to the Customer.

Service response time requirements during the warranty and maintenance period shall be the arrival of a manufacturer-trained, certified technician on-site within four business hours in urban counties and within eight business hours in rural counties after notification of a request for service. A telephone call, unless it results in solving the problem, shall not be deemed an acceptable service response. The warranty and maintenance shall include all labor and transportation resulting from service calls. The Contractor shall maintain service facilities and qualified personnel to service all equipment in the State of Florida within the required response time for the life of the Contract. Each service facility must maintain a sufficient number of qualified technicians and supply of parts to provide all required services described in the Scope of Work for the life of the Contract.

If, during the warranty and maintenance period, malfunctioning equipment cannot be repaired within three business days after a request for service or in the case of excessive equipment down-time, the Contractor shall provide the Customer loaner equipment that meets or exceeds specifications of the Commodity at no additional cost until the defective unit or entire system (Customer's choice) is replaced with new equipment. Excessive equipment down-time is defined as three or more service calls over a ninety day period for repairs to the same piece of equipment.

The Contractor shall maintain a service log describing which services are performed for each call. The log shall contain, at a minimum, the machine serial number, location of equipment, date and time of each service call, the response time and the type of service performed. The service log shall be made available to the Customer and the Department, upon request.

1.2.5 Replacement Parts

The Contractor shall utilize only factory authorized replacement parts for repair of equipment. Under no circumstances will the Customer deliver or mail equipment to the Contractor for repair. Replacement parts will be available for the life of the lease and for at least five years after a purchase. Replacement parts must be stocked at all service locations.

1.2.6 Customer Service and Administration

The Contractor shall provide Customers all services during standard business hours, Monday through Friday, 8:00AM (ET) through 5:00PM (ET). The following days are observed as holidays by state agencies:

- New Year's Day
- Birthday of Dr. Martin Luther King, Jr.
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If the actual holiday falls on a Saturday, the preceding Friday is observed as a holiday. When a holiday falls on Sunday, the following Monday is observed as a holiday.

The Contractor shall have a single point of contact to serve as Contract Manager as listed on the Vendor Information Form. The Contract Manager may support multiple Customers and must respond to Customer calls and/or emails within twenty-four hours. The Contract Manager must be able to provide or arrange for all aspects of Customer support and problem resolutions. Back-up coverage must be provided by an equally knowledgeable person if the Contract Manager is not able to be reached.

In addition to a dedicated Contract Manager, the Contractor shall provide toll-free Customer service phone support from 8:00 AM (ET) to 5:00 PM (ET) Monday through Friday, except for National and State recognized holidays. TDD (Telecommunication Device for the Deaf) access must be made available during the above named Customer service operating hours.

1.2.7 Routine Communications

All routine communications and reports related to this STC shall be sent to the Department's Contract Manager. If any information listed on the Vendor Information Form changes during the life of the Contract, then the Contractor shall update the Vendor Information Form and submit to the Department's Contract Manager. Communications relating to a specific order should be addressed to the contact person identified on the order. Communications may be by e-mail, regular mail, or telephone.

1.2.8 Quote Form

Upon the Customer's request, the Contractor will provide a price quote within three business days. The Contractor agrees that quotes will be according to the prices, discounts, requirements, specifications, terms, and conditions of the Contract.

1.2.9 Orders

There shall be no minimum order amount required under this Contract. The Contractor is required to honor Contract pricing for all orders that are placed prior to the date of expiration of the Contract.

1.2.10 Invoices

Invoices must clearly identify the contract number, purchase order number if applicable, equipment serial number, remittance address, Customer name, location of equipment, billing period and total cost. The Contractor must provide in-house financing for leases. Third party billing providers/finance companies shall not be authorized for use.

1.2.11 Payments

Payment terms for each lease will be in arrears and may be monthly or quarterly at the ordering entity's option. Payment for purchased equipment will be processed upon the satisfactory completion of delivery, installation, training and acceptance. Payment terms for separate maintenance agreements will be agreed upon by the Contractor and Customer. State agencies are required to obtain approval from the Department of Financial Services prior to agreeing to an advance payment in the amount of Category Two (currently $35,000) or more. Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices.

1.2.12 Purchasing Card

The State of Florida has implemented a purchasing card program, using the Visa platform. Respondents may receive payments via the state's Purchasing Card in the same manner as any other Visa purchases. Purchasing Card/Visa acceptance for purchase is a mandatory requirement for this solicitation but is not the exclusive method of payment. If the state changes its Purchasing Card platform during the term of Contract resulting from the ITB, the Contractor shall make any necessary changes to accommodate the state's new Purchasing Card platform within 30 days of notification of such change.

1.2.13 Returns

Commodities that are returned due to Contractor error, shall be returned at the Contractor's expense. The Contractor shall make arrangements to remove the returned Commodities from the Customer's premises within seven calendar days after notification. Regularly stocked Commodities that are returned due to Customer error shall be returned at the Customer's expense without incurring re-stocking fees if returned in original packaging within thirty calendar days.

1.2.14 Postage Account Requirements

The Contractor shall provide a no-cost option to refill postage meters. The Contractor shall provide postage account information within seven business days after an order for a postage meter is placed.

1.2.15 Delivery

The Contract shall include delivery to the Customer, F.O.B. destination freight prepaid. Delivery shall be within thirty calendar days after receipt of order for standard "in-stock" equipment and within ninety calendar after receipt of special orders. The Contractor shall notify the Customer at least seventy-two hours in advance of delivery for equipment. The Contractor shall be responsible for any damage to buildings or individuals as a result of delivery and installation. The Contractor shall notify the Customer of any potential delivery delays within five business days after receiving a purchase order. Evidence of inability to deliver within required times or of intentional delays shall be cause for Contract cancellation and/or Contractor suspension.

1.2.16 Installation

Contract prices for the purchase or lease of new equipment shall include full installation, making equipment ready for use, and removal of all packaging debris. Installation shall include the manufacturer's start-up supplies required for the machine to be fully operational including but not limited to ink, sealant and labels.

1.2.17 Training

Contract prices for the purchase or lease of new equipment shall include on-site training for Customers. The Contractor shall provide a minimum of four hours of on-site training for standard equipment in order to adequately instruct Customers in the use of the equipment. Training will be performed after installation and prior to actual operation and acceptance. If requested by the Customer, the Contractor shall provide additional on-site training as needed.

1.2.18 Certificate of Acceptance Form

Upon successful installation of equipment and the minimum on-site training for Customers, the Contractor shall provide a certificate of acceptance form to the Customer. The serial number of the main base unit will be the primary serial number used to identify mail processing equipment.

1.2.19 Equipment Manual

Each machine purchased or leased shall come with one user manual unless the manual is available on the Contractor's or Manufacturer's website. If the manual is available on the Contractor's or Manufacturer's website, the Contractor will direct the requesting Customer to the specific website location. The manual is to include operating instructions, safety precautions and proper preventative and remedial maintenance for the equipment.

1.2.20 Punch-Out Catalog and Electronic Invoicing

The Contractor may provide an MFMP punch-out catalog. The punch-out catalog provides an alternative mechanism for suppliers to offer the State of Florida access to products awarded under the Contract. The punch-out catalog also allows for direct communication between the MFMP eProcurement System and a supplier's ERP system, which can reflect real-time product inventory/availability information.

Through utilization of the punch-out catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punch-out catalog site, the user selects the desired products and services. When complete, the user exits the supplier's punch-out catalog site and the shopping cart (full of products and services) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punch-out catalog site. Instead, the chosen products and services are "brought back" to MFMP as Contract line items. The user can then proceed through the normal workflow steps, which may include adding/editing the items to a requisition or a purchase order. An order is not submitted to a supplier until the buyer actually adds the line items to a requisition and the purchase order is approved and sent to the supplier.

At the State's option, the Contractor may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Electronic invoices may be required to be submitted to the agency through the Ariba Network (AN) in one of three mechanisms as listed below. Contractors may select the method that best meets their capabilities from the following list:

- **cXML (commerce eXtensible Markup Language)**
  This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog products and services. The cXML format is the Ariba preferred method for eInvoicing.

- **EDI (Electronic Data Interchange)**
  This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog products and services.

- **PO Flip via ASN**
  The online process allows suppliers to submit invoices via the ASN for catalog and non-catalog products and services. Suppliers have the ability to create an invoice directly from their Inbox in their ASN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the state and the third party provider of MFMP, a state Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the punch-out catalog and electronic invoicing.

1.2.21 Contract Reporting

The Contractor shall report information on orders received from state agencies and OEUs associated with this contract.

The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due date (s)
MFMP Transaction Report	Calendar month	10 business days after close of the period
Contract Quarterly Sales Report	State Fiscal Quarter	15 business days after close of the period
Savings / Price Reductions	Required whenever prices are established adjusted	10 business days after each action that adjusts prices
Diversity Report [submitted to the Customer (ordering entity)]	State Fiscal Year	10 business days after close of the period
Preferred Pricing Affidavit	Annual	Contract anniversary date
Proof of Insurance	Annual	Upon policy renewal.

1.2.21.1 MFMP Transaction Fee Reports
The Contractor is required to submit monthly Transaction Fee Reports in electronic format. Reports are due ten (10) working days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Bidder training presentations available online at the Transaction Fee Reporting and Bidder Training subsections under Bidders on the MFMP website: MFMP Transaction Fee and Reporting. Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com, or telephone 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time.

1.2.21.2 Contract Quarterly Sales Report (Attachment K)
The Contractor agrees to submit a Quarterly Sales Report (Attachment K) to the DMS Contract Manager within fifteen working business days after the close of each State Fiscal quarter (September 30, December 31, March 31, and June 30).

Quarterly Reporting periods should coincide with the contract term and should begin the quarter following contract execution. Reports must be submitted in MS Excel format. The report will include all sales (orders) from State Agency and Other Eligible Users received (associated with this contract) during the period. Initiation and submission of the Quarterly Report is the responsibility of the Contractor without prompting or notification from the DMS Contract Manager. If no orders are received during the period, the contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive quarterly sales reports, the Contract may be terminated for convenience or the Department may choose to not renew the Contract.

In addition, the Department may require additional Contract sales information such as copies of purchase orders, or ad hoc sales reports. The Contractor shall submit these specific ad hoc requests within the specified amount of time as requested by the Department.

1.2.21.3 Diversity Reporting
The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, women, and veteran owned business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, and veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or email: osdhelp@dms.myflorida.com.

The Contractor shall report to each Customer (ordering entity), spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, Commodities and services provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

1.2.21.4 Preferred Pricing Affidavit (Attachment J)
The Contractor is required and agrees to complete and submit the completed Preferred Pricing Affidavit to the Department at least annually, attesting that the Contractor is in compliance with the best pricing provision section of the General Contract Conditions.

1.2.21.5 Ad-hoc Reports
The Contractor is required to submit ad hoc reports within the specified amount of time as requested by the Department.

1.2.22 Business Review Meetings

In order to maintain the partnership between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

1.2.23 Financial Consequences

Failure to provide service to all specified areas within the required service response time will result in the following Financial Consequences:

Type	Requirement	First Financial Consequence	Second Financial Consequence	Third Financial Consequence
Service call for repair	Onsite within 4 business hours in urban counties and 8 business hours in rural counties	$100	$250	$500
Equipment not picked up	10 business days after lease expiration	$100	$200	$300
Machine replacement with new or loaner equipment if repair is not available	3 business Days	$250 per day	$500 per day	$1000 per day

The Department and Customers reserve the right to withhold payment or implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract.

1.2.24 Lease Agreements

The Customer may enter into a lease agreement by the issuance of an order. Customers are not required to sign the Contractor's lease agreement form. In the event an additional agreement is signed by a Customer in error, it will be considered void and non-binding to the Customer. Prior to entering into a lease in excess of the annual Category Two threshold, state agencies must submit a completed "Checklist for Requesting Department of Financial Services Approval to Lease Equipment (ref. Section 287.063, F.S.)" to the Department of Financial Services for preapproval. This form is located at: http://www.myfloridacfo.com/aadir/statewide_financial_reporting/2finequipmentleasechecklist.doc

State agencies shall review the Comptrollers latest memorandum addressing leases and installment purchase of equipment when considering the leasing of equipment.

1.2.24.1 Available Lease Periods:

i. **3-Year Lease:**

A thirty-six month consecutive equipment plan which shall expire at the end of the thirty-six month period.

ii. **4-Year Lease:**

A forty-eight month consecutive equipment plan which shall expire at the end of the forty-eight month period.

iii. **5-Year Lease:**

A sixty month consecutive equipment plan which shall expire at the end of the sixty month period.

Lease agreements shall expire upon completion of the specified lease period and shall not be automatically renewed. No termination notice shall be required by either party at the end of the lease. All equipment shall be removed from the Customer's location within ten business days after the expiration of the lease by the Contractor or the Contractor's representative. All equipment removals shall be coordinated with Customer, and at no costs to the Customer.

The Customer is in no way liable or required to mail, freight or transport any equipment at the end of the lease. It shall be the Contractor's responsibility to physically remove any and all equipment from the Customer's location.

1.2.24.2 Renewal of Lease and Maintenance Agreements

Upon mutual agreement of the Customer and Contractor, a lease or separate maintenance agreement may be extended or renewed during the term of the Contract. Any leases that are in excess of $35,000 in annual total value will require Department of Financial Services approval

(state agencies only) prior to execution of a new lease agreement, as per Chapter 287.063(2)(a), Florida Statutes.

1.2.24.3 Purchase of Leased Equipment
Purchase of leased equipment by Customers is permitted under this Contract.

1.2.24.4 Lease Cancellation for Non-Performance
Lease agreements may be cancelled during the lease period for non-performance related issues. If the Customer requests removal of leased equipment, the Contractor will cancel the lease effective immediately with no additional payments due from the Customer. Equipment will be removed from the Customer site within ten business days of such written notice at no cost to the Customer.

1.2.24.5 Leased Equipment Risk of Loss or Damage
Upon acceptance of equipment, the Customer shall be responsible for ensuring all leased equipment from the risk of loss or damage for the life of the lease.

1.2.25 Price Adjustments

Prices may be adjusted twice during the initial term and twice during the renewal term based on the percent change (up or down) of the Producers Price Index (PPI). Price adjustments correlate with the PPI Series ID PCU3333183333183A, Other Commercial and Service Industry Machinery Manufacturers, Mailing, Letter handling, and addressing machines, except parts and attachments as published by the Bureau of Labor Statistics, in the Department of Labor, Washington, DC 20212. These reports are accessible at the following website: https://www.bls.gov/data/.

When requesting a price increase, the Contractor may submit a justification in writing to the Contract Manager detailing the reasons for the price adjustment request and demonstrating the calculable change in PPI that supports a price adjustment. The requested adjustment for a price increase may not exceed the percentage change of the PPI the preceding twelve months prior to the adjustment. The Department reserves the exclusive right to accept or reject any request for a price adjustment. Price adjustments may be effective only upon written approval by the Department and may not be applied retroactively.

The Department reserves the right to request price decreases at any time during the term of the Contract if it's found to be in the best interest of the State.

1.2.26 Product Adjustments

Requested product adjustments must be approved by the Department and added to the contract before being offered to Customers. The Contractor may submit new product adjustments for approval on a quarterly basis on January 1, April 1, July 1, and October 1 of each calendar year. The Contractor may submit existing product adjustments in accordance with the price adjustments frequency as listed in section 1.2.25.

1.2.27 Survivability

Lease agreements and the terms of this Contract under which those lease agreements were made during the term of the Contract will survive the term of the Contract through to the completion of the term of the Lease.

1.2.28 Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. The Contractor shall have a plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Contractor shall also provide a plan for reduction and / or handling of any hazardous waste generated by the Contractor's company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be provided as part of the Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

In its plan, the Contractor shall describe what efforts the Contractor's company will take to encourage the participation and support of these and other environmental programs and reduce the impact of purchasing mail processing equipment in the State of Florida. If applicable, the Contractor shall include its plans for utilizing reusable totes for delivery, reduced packaging programs, use of alternative fuel or higher fuel efficient delivery vehicles, programs to reduce vehicle miles through order consolidations / incentives, user education programs for more environmental friendly products and product take-back programs.

1.2.29 Location and Moving of Leased Equipment

The Customer shall notify the Contractor any time leased equipment is relocated to another location. Relocation of leased equipment within the same building shall be performed by the Contractor at no charge. Relocation of leased equipment within the same complex shall be done at no charge unless equipment must be moved by vehicle to another building and then a standard industry charge is allowed.

1.2.30 Option to Purchase

The option to purchase instead of leasing equipment is permitted under with this Contract. Postage meters may only be rented.

1.2.31 Optional Related Accessories and Supplies

The Customer may purchase equipment without optional related accessories, or may choose to purchase any individual or combination of machines, accessories, supplies or software offered on the non-core price sheet under the terms of this Contract.

1.2.32 Other Fees and Charges

Additional fees including but not limited to, property taxes, delivery charges, pick-up charges, fuel surcharges, interest fees, late payment fees (if paid within thirty days of the invoice date), or removal charges are not permitted under this Contract.

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EXHIBIT A

GENERAL CONTRACT CONDITIONS

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These General Contract Conditions supersede and replace in their entirety all General Contract Conditions, Form PUR 1000, which is incorporated by reference in Rule 60A-1.002, Florida Administrative Code (F.A.C.)

SECTION 1. DEFINITIONS.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes, (F.S.) and Rule Chapter 60A-1, F.A.C.:

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract, and in accordance with section 287.057(13), F.S., and Rule 60A-1.048, F.A.C.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. A Customer may, at its sole discretion, suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor must comply with the notice and will cease the activities associated with any resulting contract or purchase order. Within 90 days, or any longer period agreed to by the Contractor, the Department or Customer will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract or a resulting contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the Department determines that the performance of the Contractor is not satisfactory, the Department may, at its sole discretion, (a) immediately terminate the Contract, (b) notify the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

(a) Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders.

(b) Preferred Pricing. Consistent with the goals of section 216.0113, F.S., Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in pricing over the course of the Contract period. To that end, the pricing indicated in this Contract is a maximum guarantee under the terms of this clause. Contractor's pricing will not exceed, on an aggregate basis, the pricing offered under comparable contracts for public entities. Comparable contracts are those which are similar in size, scope and terms. The Contractor shall submit to the Department a completed Preferred Pricing affidavit form annually.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor must submit documentation identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of properly certified invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain detail sufficient for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract. The Contractor must provide commodities or contractual services pursuant to purchase orders. The purchase order period of performance survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than 12 months.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
The State of Florida is not required to pay any taxes, including customs and tariffs, on commodities or contractual services purchased under the Contract.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department or Customer. The Contractor must return any overpayment within 40 calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer within the manner and at the location specified in the Contract and any attachments to the Contract. Additionally, the terms of the Contract supersede the terms of any and all prior or contemporaneous agreements between the Parties.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested, by reputable air courier service, email, or by personal delivery, or as otherwise identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, is primarily responsible for the Department's oversight of the Contract. In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager is primarily responsible for the Contractor's oversight of the Contract performance. In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5.1 Diversity Reporting.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdhelp@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in Section 413.036, F.S., the following statement applies:

> IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the commodities or contractual services it offers is available at http://www.respectofflorida.org.

4.7 PRIDE.

Subject to the agency determination provided for in Sections 946.515 and 287.042(1), F.S., the following statement applies:

> IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at http://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with Section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), F.S., are hereby incorporated by reference, to the extent applicable.

5.2 Governing Law and Venue.

The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

The Contractor and any subcontractors that assert corporate status must provide the Department with conclusive evidence, per section 607.0127, F.S., of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity and maintain such status or authorization through the life of the Contract and any resulting contract or purchase order.

5.4 Convicted and Discriminatory Vendor Lists.

In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

5.5 Contractor Certification.

If the Contract exceeds $1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.473, F.S. and 215.4725 F.S, respectively. Pursuant to section 287.135(5), F.S., and 287.135(3), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the

Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

5.6 Cooperation with Inspector General.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

5.7 Inspection.

Section 215.422, F.S., provides that agencies have five working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense.

SECTION 6. MISCELLANEOUS.

6.1 Notice of Legal Actions.

The Contractor must notify the Department of any legal actions filed against it for a violation of any laws, rules, codes, ordinances or licensing requirements within 30 days of the action being filed. The Contractor must notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within 30 days of the action being filed. Failure to notify the Department of a legal action within 30 days of the action will be grounds for termination for cause of the Contract.

6.2 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.3 Assignment.
The Contractor will not sell, assign or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract. The Department may assign the Contract to another state agency.

6.4 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department and are not entitled to the benefits of State of Florida employees. The Department will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Contract.

6.5 Risk of Loss.
Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer or the Department rejects a commodity, Contractor will remove the commodity from the premises within 10 days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within 10 days will be deemed abandoned by the Contractor and the Customer or the Department will have the right to dispose of it as its own property. Contractor will reimburse the Customer or the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.6 Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State of Florida inspector. Acceptability customarily requires, at a minimum, an identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories, and National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished must meet all applicable requirements of the Occupational Safety and Health Act and State of Florida and federal requirements relating to clean air and water.

6.7 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.8 Time is of the Essence.
Time is of the essence regarding each and every obligation of the Contractor. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.9 Waiver.
The delay or failure by the Department or Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.10 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION

7.1 Workers' Compensation Insurance.
To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract or purchase order and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

7.2 General Liability Insurance
The Contractor must secure and maintain Commercial General Liability Insurance including bodily injury, property damage, product-liability, personal & advertising injury and completed operations. This insurance must provide coverage for all claims that may arise from the services, and operations completed under the Contract and any resulting contract or purchase order, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Insured for the entire length of the Contract and any resulting contract or purchase order. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the Contract and any resulting contract or purchase order.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The Contractor's current certificate of insurance must contain a provision that the insurance must not be canceled for any reason except after thirty (30) days written notice to the Department's Contract Manager.

The Contractors must submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department.

The Contractor must require its insurance carrier to add the Department to the insurance policies as an additional insured, as provided below:

Florida Department of Management Services
c/o Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950

7.3 Indemnification.

The Contractor agrees to indemnify, defend, and hold the Department, Customer, the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right or out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department. The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties.

Without limiting this indemnification, the Department or Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.

8.1 Public Records.

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.

Solely for the purposes of this section the contract manager is the agency custodian of public records, unless another is designated per (e), below.

If, under a resulting contract or purchase order, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes. The Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service;

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the contractor does not transfer the records to the public agency;

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency; and

(e) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

8.2 Protection of Trade Secrets or Confidential Information.

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.

If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within

timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

The Contractor will protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

8.4 Intellectual Property.
Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department will be owned by the State of Florida through the Department at the completion of the Contract.

Any inventions or discoveries developed in the course of or as a result of services performed under the Contract which are patentable pursuant to 35 U.S.C. §101 are the sole property of the state of Florida. Contractor must inform the Department of any inventions or discoveries developed or made in connection with the Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State of Florida will be the sole owner of any and all patents resulting from any invention or discovery made in connection with this contract.

Contractor must notify the Department of State of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed in connection with the Contract are the sole property of the State of Florida.

SECTION 9. DATA SECURITY AND SERVICES.

9.1 Duty to Provide Secure Data.
The Contractor will maintain the security of State of Florida Data including, but not limited to, a secure area around any display of such Data or Data that is otherwise visible. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

9.2 Warranty of Security.
Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

Notwithstanding any provision of this Contract to the contrary, the Contractor must notify the Department as soon as possible, in accordance with the requirements of section 501.171, F.S., and in all events within one (1) business day in the event Contractor discovers any Data is breached, any unauthorized access of Data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one agency/customer or the entire population. The notification must be clear and conspicuous and include a description of the following:

(a) The incident in general terms.
(b) The type of information that was subject to the unauthorized access and acquisition.
(c) The type and number of entities who were, or potentially have been affected by the breach.
(d) The actions taken by the Contractor to protect the Data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

9.3 Remedial Measures.

Upon becoming aware of an alleged security breach, Contractor's Contract Manager must set up a conference call with the Department's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a 30 minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call will be scheduled. All available information must be shared on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor must notify the Department's Contract Manager and in all events, within one business day.

9.4 Indemnification (Breach of Warranty of Security).

The Contractor agrees to defend, indemnify and hold harmless the Department, Customer, the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two year period of time following the breach.

9.5 Annual Certification.

The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

SECTION 10. GRATUITIES AND LOBBYING.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract execution and during the Contract's term.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination must be maintained by the Contractor with representatives of the Customer, the Department, or of other agencies involved in the Contract on behalf of the Department.

11.2 Performance Deficiency.

The Department or Customer may, in its sole discretion, notify the Contractor of the deficiency to be corrected, which correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

11.3 Financial Consequences of Non-Performance.

If the corrective action plan is unacceptable to the Department or Customer, or fails to remedy the performance deficiencies, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the Contract. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Customer for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

11.4 Liquidated Damages.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department or Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department or Customer's delay.

The Contractor acknowledges that untimely performance or other material noncompliance will damage the Department or Customer, but by their nature such damages may be difficult to ascertain. Accordingly, any liquidated damages provisions stated in the solicitation will apply to this Contract. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.5 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department or Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within 10 days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department or Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department or Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department or Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the

delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct, or cause to have conducted, either or both performance and compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractor's data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon 15 days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer or the Office of the Auditor General for audit.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background checks as directed by the Department. The cost of the background checks will be borne by the Contractor. The Department may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three calendar days any arrest for any Disqualifying Offense. The Contractor must notify the Contract Manager within 24 hours of all details concerning any reported arrest. The Contractor will ensure that all background screening will be refreshed upon the request of the Department for each person during the term of the Contract.

13.2 E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the

subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five days of Contract execution. The link to E-Verify is provided below. http://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida Data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related or information technology crimes
(b) Fraudulent practices, false pretenses and frauds, and credit card crimes
(c) Forgery and counterfeiting
(d) Violations involving checks and drafts
(e) Misuse of medical or personnel records
(f) Felony theft

13.4 Communications and Confidentiality.

The Contractor agrees that it will make no statements, press releases, or publicity releases concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, or any particulars thereof, during the period of the Contract, without first notifying the Department's Contract Manager or the Department designated contact person and securing prior written consent. The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

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Exhibit B

ITB No. 22-44102100-Z Addendum No. 2

Contained herein are the answers to the questions submitted to the Department of Management Services (Department). The Department hereby amends ITB No. 22-44102100-Z as noted within this Addendum. For revisions, underline represents additions and strikethroughs represent deletions. In the event of a conflict between previously released information and the information contained herein, the information herein shall control. The information included in this addendum is now made part of this solicitation.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest must be timely filed with the Department of Management Services' Agency Clerk.

Please Note: This Addendum No. 2 does not need to be returned with the response.

1. **The following definitions have been added to section 1.2:**

As stated in Chapter 288.0656(2) (e), Florida Statutes, a Rural Community is defined as a county with a population 75,000 or fewer.

An Urban Community is defined as a county with a population of more than 75,000.

2. **Section 2.2.11.7, Savings/Price Reduction PUR 7064 (Attachment H) is deleted in its entirety.**

~~The Bidder shall download and complete Attachment H and upload within the MFMP Sourcing application to demonstrate the percent (%) savings in pricing offered compared to the MSRP List or other usual or customary prices that would be paid by the purchaser without the benefit of a contract resulting from this bid.~~

3. **Section 2.2.13.5, Savings/Price Reduction PUR 7064 (Attachment H), is added.**

<u>If awarded a contract, the Contractor will submit Attachment H, the PUR 7064 to demonstrate the percent (%) savings in pricing offered compared to the MSRP List or other usual or customary prices that would be paid by the purchaser without the benefit of a contract resulting from this bid</u>.

4. **Section 2.2.13.4, Quarterly Sales Report (Attachment K), has been updated.**

If awarded a contract, an authorized representative of the Bidder will be required to complete and
submit a Quarterly Sales Report (Attachment K) to the Department's Contract Manager within ~~ten~~ <u>fifteen</u> business days after the close of each State Fiscal quarter (September 30, December 31, March 31, and June 30).

5. **Section 3.2.4 Contract Warranty <u>and Maintenance</u> has been updated.**

Leased equipment shall be warrantied and maintained for the life of the lease. Purchased equipment shall be warrantied and maintained for a minimum of one year or the manufacturer's standard warranty, whichever is longer. The warranty and maintenance period shall commence upon acceptance of equipment by the Customer as evidenced by a certificate of acceptance form. ~~While a unit is under warranty, a~~ All Commodities must operate in accordance with the manufacturer's standard specifications. ~~During the warranty period, t~~ The Contractor shall provide postage rate protection, software and firmware updates, and preventative maintenance services. ~~During the warranty period, a~~ All defective or broken parts not caused by accident, neglect, misuse, or abuse shall be repaired or replaced and all necessary machine adjustments occasioned by such defective or broken parts shall be performed. All warranty and maintenance services and products shall be provided at no cost to the Customer.

Service response time requirements during the warranty and maintenance period shall be the arrival of a manufacturer-trained, certified technician on-site within four business hours in urban counties and within eight business hours in rural counties after notification of a request for service. A telephone call, unless it results in solving the problem, shall not be deemed an acceptable service response. The warranty and maintenance shall include all labor and transportation resulting from service calls. The Contractor shall maintain service facilities and qualified personnel to service all equipment in the State of Florida within the required ~~four business hours~~ response time for the life of the Contract. Each service facility must maintain a sufficient number of qualified technicians and supply of parts to provide all required services described in the Scope of Work for the life of the Contract.

If, during the warranty and maintenance period, malfunctioning equipment cannot be repaired within three business days after a request for service or in the case of excessive equipment down-time, the Contractor shall provide the Customer loaner equipment that meets or exceeds specifications of the Commodity ~~covered by the warranty~~ at no additional cost until the defective unit or entire system (Customer's choice) is replaced with new equipment. Excessive equipment down-time is defined as three or more service calls over a ninety day period for repairs to the same piece of equipment.

The Contractor shall maintain a service log describing which services are performed for each call. The log shall contain, at a minimum, the machine serial number, location of equipment, date and time of each service call, the response time and the type of service performed. The service log shall be made available to the Customer and the Department, upon request.

6. Section 3.2.20, Punch-Put Catalog and Electronic Invoicing, has been updated.

~~At the State's option, t~~The Contractor may ~~be required to~~ provide an MFMP punch-out catalog. The punch-out catalog provides an alternative mechanism for suppliers to offer the State of Florida access to products awarded under the Contract. The punch-out catalog also allows for direct communication between the MFMP eProcurement System and a supplier's ERP system, which can reflect real-time product inventory/availability information.

Through utilization of the punch-out catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punch-out catalog site, the user selects the desired products and services. When complete, the user exits the supplier's punch-out catalog site and the shopping cart (full of products and services) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punch-out catalog site. Instead, the chosen products and services are "brought back" to MFMP as Contract line items. The user can then proceed through the normal workflow steps, which may include adding/editing the items to a requisition or a purchase order. An order is not submitted to a supplier until the buyer actually adds the line items to a requisition and the purchase order is approved and sent to the supplier.

At the State's option, the Contractor may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Electronic invoices may be required to be submitted to the agency through the Ariba Network (AN) in one of three mechanisms as listed below. Contractors may select the method that best meets their capabilities from the following list:

- cXML (commerce eXtensible Markup Language)

This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog products and services. The cXML format is the Ariba preferred method for eInvoicing.

- EDI (Electronic Data Interchange)

This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog products and services.

- PO Flip via ASN

The online process allows suppliers to submit invoices via the ASN for catalog and non-catalog products and services. Suppliers have the ability to create an invoice directly from their Inbox in their ASN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the state and the third party provider of MFMP, a state Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the punch-out catalog and electronic invoicing.

7. **Section 3.2.21, Performance Bond, has been deleted in its entirety.**

8. **Section 3.2.22, Contract Reporting, has been updated.**

The Contractor shall report information on orders received from state agencies and OEUs associated with this contract.

The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due date (s)
MFMP Transaction Report	Calendar month	10 business days after close of the period
Contract Quarterly Sales Report	State Fiscal Quarter	~~10~~ 15 business days after close of the period
Savings / Price Reductions	Required whenever prices are established adjusted	10 business days after each action that adjusts prices
Diversity Report [submitted to the Customer (ordering entity)]	State Fiscal Year	10 business days after close of the period
Preferred Pricing Affidavit	Annual	Contract anniversary date
Proof of Insurance	Annual	Upon policy renewal.

9. **Section 3.2.22.2, Contract Quarterly Sales Report (Attachment K), has been updated.**

The Contractor agrees to submit a Quarterly Sales Report (Attachment K) to the DMS Contract Manager within ~~ten~~ fifteen working business days after the close of each State Fiscal quarter (September 30, December 31, March 31, and June 30).

Quarterly Reporting periods should coincide with the contract term and should begin the quarter following contract execution. Reports must be submitted in MS Excel format. The report will include all sales (orders) from State Agency and Other Eligible Users received (associated with this contract) during the period. Initiation and submission of the Quarterly Report is the responsibility of the Contractor without prompting or notification from the DMS Contract Manager. If no orders are received during the period, the contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive quarterly sales reports, the Contract may be terminated for convenience or the Department may choose to not renew the Contract.

In addition, the Department may require additional Contract sales information such as copies of purchase orders, or ad hoc sales reports. The Contractor shall submit these specific ad hoc requests within the specified amount of time as requested by the Department.

10. Section 3.2.24 Financial Consequences has been updated.

Type	Requirement	First Financial Consequence	Second Financial Consequence	Third Financial Consequence
Service call for repair	Onsite within 4 business hours in urban counties and 8 business hours in rural counties	$100	$250	$500
Equipment not picked up	10 business days after lease expiration	$100	$200	$300
Machine replacement with new or loaner equipment if repair is not available	3 business Days	$250 per day	$500 per day	$1000 per day

The Department and Customers reserve the right to withhold payment or implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract.

11. Section 3.2.25.4 Lease Cancellation for Convenience has been deleted in its entirety.

12. Section 3.2.27, Product Adjustments, has been updated.
Requested product ~~changes~~ adjustments ~~due to model upgrades~~ must be approved by the Department and added to the contract before being offered to Customers. The Contractor may submit new product adjustments for approval on a quarterly basis on January 1, April 1, July 1, and October 1 of each calendar year. The Contractor may submit existing product adjustments in accordance with the price adjustments frequency as listed in section 3.2.26.

13. The word "warranted" is replaced with the word "warrantied" in sections 3.2.1 and 3.2.4.

14. Attachment C, Qualification Questions and Required Documents, has been replaced in

its entirety and the revised version is incorporated into this addendum.

15. Attachment H, Savings/Price Reductions, has been replaced in its entirety and the revised version is incorporated into this addendum.

16. Attachment M, Section 3.2 (b), has been replaced in its entirety with:

(b) Preferred Pricing. Consistent with the goals of section 216.0113, F.S., Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in pricing over the course of the Contract period. To that end, the pricing indicated in this Contract is a maximum guarantee under the terms of this clause. Contractor's pricing will not exceed, on an aggregate basis, the pricing offered under comparable contracts for public entities. Comparable contracts are those which are similar in size, scope and terms. The Contractor shall submit to the Department a completed Preferred Pricing affidavit form annually.

17. Attachment M, General Liability Insurance, section 7.2 has been updated.

The Contractor must secure and maintain Commercial General Liability Insurance including bodily injury, property damage, product-liability, personal & advertising injury and completed operations. This insurance must provide coverage for all claims that may arise from the services, and operations completed under the Contract and any resulting contract or purchase order, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional ~~Named~~ Insured for the entire length of the Contract and any resulting contract or purchase order. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the Contract and any resulting contract or purchase order.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The Contractor's current certificate of insurance must contain a provision that the insurance must not be canceled for any reason except after thirty (30) days written notice to the Department's Contract Manager.

The Contractors must submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department.

The Contractor must require its insurance carrier to add the Department to the insurance policies as an additional insured, as provided below:

Florida Department of Management Services
c/o Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950

The Department has received the following questions from the vendor community through the MFMP Sourcing Application and answers are provided in the following table:

#	Question	Answer
Section 1, Introduction		
1.	Section 1.17 Contract Formation IFB, additional terms & Scope: We have historically included dedicated software which helps the State, as well as other states, with its mailroom management and to operate its equipment more efficiently, and with respect to other States, such software is subject to standard software license terms and conditions. Would the State of Florida prefer that we attach the software license to our RFP response for review, or would we attach it to each individual purchase or lease transaction?	The software license may be attached to individual purchases at the discretion of the customer.
Section 2, Instructions to Bidders		
2.	Section 2.2.13.4 Quarterly Report - Neopost requests that the submission of the quarterly report be changed from ten business days after the close to 15 days.	Yes, reference Addendum 2, sections 2.2.13.4, 3.2.22 and 3.2.22.2.
Section 3, Scope of Work		
3.	Section 3.2.4 Please clarify the warranty requirement for leased equipment. Vendor agrees to warrant all equipment for 12 months on a purchase or lease and offer a Maintenance Agreement on the equipment to cover the product following the 12 month warranty term.	Reference Addendum 2, section 3.2.4. Leased equipment is warrantied and maintained for the life of the lease. Purchased equipment is warrantied and maintained for a minimum of one year.
4.	Section 3.2.4 Is it acceptable that price of the service plan be added to each order or lease and PB will still provide the warranty against defects?	No. Reference Attachment D, Tab 1, Core, which requires Bidders to provide all maintenance with the lease price.
5.	Section 3.2.4 Contract Warranty: The ITB stipulates that the Contractor is required to provide a four (4) hour onsite response time for servicing equipment. This agreement would cover different geographic areas throughout the state where it may not be possible to meet this requirement. Would the State consider amending the ITB in consideration of the select zip codes that require additional travel time?	Yes, reference Addendum 2, sections 3.2.4 and 3.2.24.
6.	Section 3.2.4 We request that the requirement for on-site service be changed to reflect our standard	Reference Addendum 2, sections 3.2.4 and 3.2.24.

	service offering of: 1 hour response time to all written or oral notices of a service requirement due to an equipment breakdown, with a service technician on site within 8 hours.	
7.	Section 3.2.4 Contract Warranty: In addition, due to enhanced technology and equipment intelligence, many service requests can be resolved remotely over the phone or remote access during the initial service inquiry via phone call or online request. Would the State consider amending the ITB to allow the Contractor to provide immediate assistance and resolve service requests remotely without an on-site service visit?	Section 3.2.4 allows problems to be resolved via a phone call.
8.	Section 3.2.10 Our current invoice system does not allow for the inclusion of the State of FL's contract number on our invoices and requests that this requirement be removed.	The Department will not waive this requirement.
9.	Section 3.2.12 Neopost agrees with the States purchasing card program but clarifies it is not available for the purchase of Postage.	The purchase of postage is not included in this ITB.
10.	Section 3.2.14 Neopost clarifies that we can offer a "no-cost" option provided the postage funds are provided in advance.	The purchase of postage is not included in this ITB.
11.	Section 3.2.16 Some low end products provided by Vendor are commercially considered "self-installable." Vendor understands that some agency personnel require the need for professional installation of our most basic products, and therefore request an optional installation fee to offset the cost associated with this circumstance.	No, the Department will not modify this requirement.
12.	Section 3.2.17 Some low end products provided by Vendor are commercially considered "self-installable." Vendor understands that some agency personnel require the need for professional training of our most basic products, and therefore request an optional training fee to offset the cost associated with this circumstance.	No, the Department will not modify this requirement.
13.	Section 3.2.18	Reference section 3.2.11 of the ITB. Final acceptance and

	Is it the State's intention that the requirements and specifications for Final Acceptance and authorization for payment would be set forth in each individual order and mutually agreed to by the State and Contractor?	payments are governed by sections 215.422 and 287.0585 of the Florida Statutes.
14.	Section 3.2.20 Neopost can offer CIF catalogs and advises that punch-out catalog are not available. Therefore we request that punch out catalogs not be made a requirement.	Reference Addendum 2, section 3.2.20.
15.	Section 3.2.21 Will a performance bond be required?	No, reference Addendum 2, section 3.2.21.
16.	Section 3.2.22 Contract Reporting: Would the State consider allowing 15 business days after the close of the period for reporting/or action that adjusts prices?	Yes, reference Addendum 2, section 3.2.22.
17.	3.2.22.2 Neopost requests that we be allowed to work with the State on the reporting requirements listed in Attachment K as all listed reporting fields cannot be readily provided.	No, the Department will not modify this requirement.
18.	Section 3.2.22.5 Ad-hoc reports: What does the State consider a "standard" report and what is considered an "ad-hoc" report?	Attachment K, Contract Quarterly Sales Report, the MFMP Transaction report and the Diversity report are considered standard reports. Ad-hoc reports may include additional information not typically provided to the State.
19.	Section 3.2.25.4 The Agreement may be terminated by the State whenever, for any reason. This stipulation requires vendors to perform a new risk analysis and will affect the price offered to the state. Will the State consider termination language based on appropriations and cause in lieu of convenience and enable vendors to offer the most aggressive pricing possible?	Reference Addendum 2, section 3.2.25.4.
20.	Under the current contract, the State receives a very aggressive lease rate. In order to receive an aggressive lease rates, would you consider the following: • 3.2.25.4 Lease Cancellation For Convenience -- Would the State consider changing this term to mirror the language in the current Florida contract?	Reference Addendum 2, section 3.2.25.4.

	Current Contract – Page 60 (f) Lease Cancellation for Convenience The initial lease agreement may be canceled at any time during the lease period by the lessee (Customer). A thirty (30) day cancellation notice will be required of the lessee in writing. All money due the lessor (Contractor) for the remainder of the lease agreement period will be due and payable upon completion of the equipment removal, except in documented cases of non-performance by the Contractor. Upon cancellation of a lease agreement by the lessee without cause, the equipment will be returned to the lessor with transportation at the lessee's expense as well as removal charges, if applicable. • 3.2.25.4 If the State cannot change this paragraph, would the State consider removing this Term in its entirety and only allowing for non-appropriations and default by contractor terminations on leases?	
21.	3.2.25.4 Lease Cancellation for Convenience - USA manufacturing and captive leasing companies must adhere to GAAP for accounting and revenue recognition. Therefore, in order to offer leasing options to the State, we respectfully ask that the State of Florida change this provision to match the verbiage in our current State of Florida contract #600-760-141-1 "The initial lease agreement may be canceled at any time during the lease period by the lessee (Customer……. All money due the lessor (Contractor) for the remainder of the lease agreement period will be due and payable upon completion of the equipment removal, except in documented cases of non-performance by the Contractor."	Reference Addendum 2, section 3.2.25.4.
22.	Section 3.2.27 Would the state permit quarterly updates to Vendor's product offerings?	Reference Addendum 2, section 3.2.27.
Section 4, Attachments		
23.	Attachment C Please clarify what you mean by 'ad hoc reporting'? How often and what is required?	Ad-hoc reports may include additional information not typically provided to the state.
24.	Attachment M, Section 3.2(c) Can we increase prices due to changing market conditions as well?	No.

25.	Attachment M, Section 3.2 (b) Preferred Pricing: Can this language be revised to that it applies for the same quantity of product/ services, in the same configuration and under the same or similar terms and conditions consistent with the current terms and conditions of the contract?	Reference Addendum 2, Attachment M, Section 3.2 (b).
26.	Attachment M-page 4 section 3.7 What is the amount of the transaction fee to be paid to the State by Vendor?	The transaction fee is currently 0.7%.
27.	Attachment M-page 4 section 3.7 Please clarify if the transaction fee is assessed on the payment made to vendor (quarterly lease payment/purchase price) or the NET value of the equipment ordered?	Transaction fees are assessed on payments.
28.	Attachment M-page 4 section 3.7 Please explain the process for automatic deduction of transaction fees.	Automatic deductions have not been implemented.
29.	Attachment M, 7.2 General Liability Insurance: Will the State consider the Contractor deleting the reference to "and any resulting contract or purchase order."?	No, the Department will not modify this requirement.
30.	Attachment M, 7.2 General Liability Insurance: Will the State consider the Contractor amending this section by modifying Additional Named Insured to simply Additional Insured?	Reference Addendum 2, section M, 7.2.
31.	Attachment M, Section 9.2, page 12 Warranty of Security: We request authorization to share data and/or perform services outside of the US through our parent/affiliates in Europe.	The Department will consider these requests post contract award.
32.	Attachment M, Termination Provisions Neopost clarifies that the termination or expiration of this Agreement shall in no way relieve either party from its obligations pursuant to any Equipment Leases, Postage Meter Rental Agreements or software subscriptions that were entered into prior to the date of such termination or expiration.	Reference section 3.2.28 of the ITB.
33.	Attachment M, Intellectual Property Neopost USA clarifies that it will grant a license to the Purchasing Entity for its use of any Intellectual Property created in connection with Services provided for such Purchasing Entity. However, all such Intellectual Property shall be the property of Neopost USA.	Reference section 8.4 of Attachment M.

34.	Attachment M Section 3.4 Purchase Orders: Will the purchase orders (if applicable) reference the State Term Contract or will they have different terms and conditions. If the latter, would you please provide a copy of the form PO for our review?	Purchase Orders shall reference the State Term Contract and state agencies may have their own agency specific terms and conditions.
35.	Attachment M, Section 3.4 Purchase Orders: Will the State accept a PO and or a signed lease agreement to buy products and services on this contract?	Reference section 3.2.25 of the ITB. Customers may issue purchase orders for mail processing equipment. Additional lease agreements from the Contractor shall be considered non-binding.
36.	Attachment M, Section 8.1 Can we add a clarification statement that 119.0701 does not apply since we are not providing services on behalf of the State?	No, the Department will not modify this requirement.
General Questions		
37.	We have an additional question. It appears that to participate in the solicitation we must accept the bidder agreement which includes agreeing to all terms and condition specific to this solicitation. That is the only way to participate. However, we are in the question and answer phase and working through the terms and conditions of the solicitation with the State of Florida. Can you please clarify if by accepting we are still able to negotiate terms and conditions of the bid? Clearly we would like to participate in this process but have questions on some of the terms and conditions which we've submitted. By accepting this agreement you warrant that: (i) you are authorized by your company to enter into a binding contractual agreement based on the information you are about to transmit (ii) you agree to all terms and conditions regarding use of the MyFloridaMarketPlace system and (iii) you agree to all terms and conditions specific to this solicitation.	Bidders must answer yes and agree to all Qualification Questions/ Mandatory Requirements listed in the ITB.
38.	Vendor provides a select number of 3rd party products to complement our overall product offering. Will the State allow the purchasing entity to enter into a separate agreement pursuant to 3rd party products as long as they comply with the scope of the State contract?	The Department will not modify this requirement.

39.	Would the State consider a Contractor to offer leasing provided by 2 different leasing vendors specific to products?	The Department will not modify this requirement. See Attachment M, sections 6.2 and 6.3.
40.	The Contractor cannot assign the Agreement without the States consent. Would you agree to allow assignment to a Contractor's Permitted Assignee? A Permitted Assignee shall be defined as any subsidiary, wholly–owned, directly or indirectly by Pitney Bowes Inc. that has a net worth of $50 million or greater?	Requests of this nature may only be considered post-contract award.
41.	Will the State provide technical specifications to the Contractors?	Bidders are to submit a bid in accordance with Attachment D, Price Sheet and Section 3, Scope of Work.
42.	General question – the ITB and related documents do not contain any lease terms and conditions, other than a 3, 4 or 5 year term. Are there specific lease terms and conditions that we should review as part of this ITB, or is it acceptable for us to submit the lease terms and conditions that are part of the current contract?	Reference section 3.2.25. The ITB provides the lease terms and conditions.
43.	For solutions that require licensed software, would the State be willing to allow the purchasing entity to negotiate a mutually agreeable software license with the Contractor in addition to the terms and conditions contained within the RFP? If not, what does the State suggest to be certain users have the required software licensure?	The software license may be attached to individual purchases at the discretion of the customer.

ITB No. 22-44102100-Z Addendum No. 1

The Department hereby amends ITB No. 22-44102100-Z as noted within this Addendum. For revisions, underline represents additions and strikethroughs represent deletions. In the event of a conflict between previously released information and the information contained herein, the information herein shall control. The information included in this addendum is now made part of this solicitation.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest must be timely filed with the Department of Management Services' Agency Clerk.

Please Note: This Addendum No. 1 does not need to be returned with the response.

Attachment A, Timeline of Events, has been replaced in its entirety.

Attachment A
Timeline of Events

The dates and times within this Timeline of Events may be subject to change. All events following the Bid Opening are anticipated and subject to change in time, date, and location. All changes to the Timeline of Events will be through an addendum to the solicitation posted to the VBS and added to the solicitation in MFMP. It is the responsibility of the Vendor to check for any changes in both locations.

Event	Time (ET)	Date
Invitation to Bid (ITB) posted on the Vendor Bid System (VBS) and posted in MFMP Sourcing		**October 4, 2016**
Non-Mandatory/MFMP Training Event 4050 Esplanade Way, Conference Room 360K Tallahassee, Florida 32399-0950 Webinar Information: https://global.gotomeeting.com/join/569130253 You may also call in: 877-309-2070 Participant Code: 569-130-253	**2:00 P.M.**	**October 10, 2016**
Deadline to submit questions within MFMP Sourcing Messaging Tab	**10:00 A.M.**	**October 19, 2016**
Anticipated posting of answers to Respondents' questions to the solicitation within MFMP Sourcing		~~**October 31, 2016**~~ **November 7, 2016**
Deadline to submit responses, including all required documents in MFMP Sourcing	**2:00 P.M.**	~~**November 14, 2016**~~ **November 29, 2016**
Bid Opening 4050 Esplanade Way, Conference Room 360K Tallahassee, FL 32399-0950	**2:01 P.M.**	~~**November 14, 2016**~~ **November 29, 2016**
Anticipated date to post Notice of Intended Award		~~**November 29, 2016**~~ **December 20, 2016**
Anticipated Contract start date		**February 20, 2017**

More info on MFMP

If you are not already registered, or need to update your registration, you can do so through the MFMP Vendor Information Portal (VIP) at https://vendor.myfloridamarketplace.com/. If you need assistance with using MFMP, please contact the MFMP Customer Service Desk at VendorHelp@myfloridamarketplace.com or (866) 352-3776.

Do not rely on the MFMP Sourcing Application's Time Remaining Clock. It is intended only to approximate the solicitation closing and may require periodic adjustments. The official solicitation closing time shall be as reflected in the timeline.

It is strongly recommended to submit your response as early as possible. You should allow time to receive any requested assistance and to receive verification of your submittal.

ITB No. 22-44102100-Z

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1 Introduction

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1 Introduction

The State of Florida, Department of Management Services, Division of State Purchasing (Department) is issuing an Invitation to Bid (ITB) to establish a State Term Contract (STC) for the lease or purchase of Mail Processing Equipment.

The Department intends to solicit for and enter into contracts with responsive and responsible vendors according to the criteria defined herein, for the provision of Commodities and contractual services described within this solicitation under the authority and criteria established by section 287.057, Florida Statutes (F.S.).

This solicitation will be administered using the MyFloridaMarketPlace (MFMP) sourcing application and the Vendor Bid System (VBS). The VBS shall serve as the official system of record. Vendors interested in submitting a bid must comply with all of the terms and conditions described in this ITB. Information about submitting a bid can be found in Section 2, Instructions to Bidders.

1.3 Solicitation Overview

The purpose of this solicitation is to establish a statewide STC for Mail Processing Equipment for state agencies and Other Eligible Users (OEUs). The current STC for Mail Processing Equipment has an estimated annual spend of approximately $8.7 million dollars for state agencies and OEUs. Estimated spend is for informational purposes only and must not be construed as representing actual, guaranteed, or minimum spend under any new contract.

1.4 Definitions

Definitions contained in section 287.012, Florida Statutes, Rule 60A-1.001, Florida Administrative Code, General Contract Conditions and PUR 1001 form are incorporated by reference. Where in conflict, the definitions listed in this section supersede the incorporated definitions. All definitions apply in both their singular and plural sense.

Bidder – A synonym for Respondent, as defined in PUR 1001, Section 1.

Commodity(ies) – An item that may be a Product or Commodity. The terms Products and Commodities can be used interchangeably throughout this ITB.

Commodity Code(s) - The State of Florida numeric code for classifying Commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying Commodity(ies) and services.

Confidential Information - Any portion of a company's documents, data, or records disclosed relating to its bid that the Contractor claims is confidential and not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or any other authority that is clearly marked "Confidential".

Contract - The written agreement resulting from this ITB.

Contractor - The business entity that is awarded a Contract resulting from this ITB. May also be referred to as "Contractor", "Successful Bidder" or "Awarded Vendor" within this document.

Customer – State Agencies and Other Eligible Users (OEUs).

Department - The Florida Department of Management Services.

Differential Weighing – Weighing platform that calculates the weight of mail as each piece of mail is removed.

Dynamic Scale – Scale that automatically calculates correct pricing for United States Postal Services (USPS) shape based requirements.

Lease – A transaction in which the Customer does not obtain ownership over the machine and makes scheduled payments to utilize the machine.

Letters per Minute (LPM) – The number of envelopes a machine is capable of processing per minute.

Meter –Device that can print one or more denominations of postage onto a mailpiece or meter tape.

Manufacturer/Brand - The original producer or provider of Representative Models, Options and Services responsive to this solicitation.

Other Eligible Users (OEU) - As defined in Rule 60A-1.005, Florida Administrative Code.

Postage Rate Protection – Program that provides Customers free updates to equipment when USPS postage rates change.

Purchase – A transaction that results in the Customer obtaining ownership of the Commodity.

Responsible vendor – A vendor who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance. (Section 287.012(24), F.S.)

Responsive bid - A bid submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation. (Section 287.012(25), F.S.)

Responsive vendor – A vendor that has submitted a bid that conforms in all material respects to the solicitation. (Section 287.012(26), F.S.)

Scale – Device that calculates the weight of mail.

Sealer – Device that seals an envelope by moistening the glue flap as the envelope passes through the mailing machine.

State - The State of Florida.

UNSPSC - An acronym for the United Nations Standard Products and Services Code.

USPS – An acronym for the United States Postal Services.

Vendor(s) - An entity that is in the business of providing a Commodity or service similar to those within the solicitation.

1.5 Contract Objective

The Department intends to enter into a Contract(s) with the awarded Bidder(s) pursuant to the Basis for Award section. The Contract shall be composed of the following: this solicitation, General Contract Conditions, Scope of Work, the Vendor's response and the documents established in the Post Award Contract Meeting.

1.6 Term

The initial term of the Contract shall be five (5) years.

1.7 Renewal Term

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part, for up to five years.

1.8 Timeline of Events (Attachment A)

Bidders should become familiar with the Timeline of Events. The dates and times within the Timeline of Events may be subject to change. It is the responsibility of the Bidder to check for changes. All changes to the Timeline of Events will be made through addenda to the solicitation and noticed on the Vendor Bid System.

Bidders shall not rely on the MyFloridaMarketPlace sourcing application's time remaining clock. It is not the official submission date and time deadline; it is intended only to approximate the solicitation closing and may require periodic adjustments. The official solicitation closing time and response deadlines shall be as reflected in the timeline.

The Department will not accept late bids. It is strongly recommended that Bidders submit their response as early as possible. Bidders should allow time to receive any requested assistance and to receive verification of the submittal; waiting until the last hour of the solicitation could impact the timely submittal of the response.

1.9 Order of Precedence for Solicitation

In the event of a conflict, the conflict will be resolved in the following order of priority (highest to lowest):

1. Addenda to Solicitation, if issued (in reverse order of issuance)
2. Scope of Work (Section 3)
3. General Contract Conditions (Attachment M)
4. Special Instructions to Bidders (Section 2.2)
5. PUR 1001, General Instructions to Bidders
6. ITB Attachments (not listed above as having a higher priority)
7. Introduction (Section 1)

1.10 Procurement Officer

The Procurement Officer is the sole point of contact from the date of release of this ITB until 72 hours after the intent to award is posted.

Procurement Officer for this ITB is:

Katherine Ajmeri, Associate Category Manager
Florida Department of Management Services
Division of State Purchasing
4050 Esplanade Way, Suite 360.6X
Tallahassee, FL 32399-0950
Phone: (850) 921-0030
Email: Katherine.Ajmeri@dms.myflorida.com

******ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL******

1.11 Limitation on Contact with Government Personnel (section 287.057(23), Florida Statutes)

Between the release of this solicitation and the end of the 72-hour period following the Department posting the Notice of Intended Award, excluding Saturdays, Sundays, and State holidays (section 110.117, Florida Statutes), Bidders to this solicitation or persons acting on their behalf may not contact any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

1.12 Must, Shall, Will and Is Required

Although this solicitation uses terms such as "must", "shall", "will", and "is required", and may define certain items as requirements, the Department reserves the right, in its discretion, to waive any minor irregularity, technicality, or omission if the Department determines that it is in the best interest of the state to do so. However, failure to provide requested information may result in the rejection of a bid. There is no guarantee that the Department will waive an omission or deviation, or that any Vendor with a bid containing a deviation or omission will be considered for award of this procurement. The Department may reject any bid not submitted in the manner specified by this solicitation.

1.13 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535 at least five business days prior to the scheduled event. If you are hearing or speech impaired, please contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD). The telephone numbers are supplied for notice purposes only.

1.14 Lobbying Disclosure

The successful Bidder shall comply with applicable federal requirements for the disclosure of information regarding lobbying activities of the successful Bidder, subcontractors or any authorized agent. Certification forms shall be filed by the successful Bidder and all subcontractors, certifying that no federal funds have been or shall be used in federal lobbying

activities and the disclosure forms shall be used by the successful Bidder and all subcontractors to disclose lobbying activities. The successful Bidder shall comply with the provisions of section 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the Legislature or a state agency.

1.15 ITB Process

The ITB is a method of competitively soliciting a Commodity or contractual service pursuant to section 287.057(1)(a), F.S. The Department posts an ITB on the VBS to initiate the process and also posts the ITB in the MFMP Sourcing application.

Bidders may submit questions in writing to the Procurement Officer via the Messages tab in the MFMP Sourcing application by the date listed in the Timeline of Events. Bids must be submitted by the deadline listed in the Timeline of Events. The Department will open the bids in a public meeting.

Once the Department has verified the bids, the Department will post an agency decision on the VBS.

1.15.1 Non-Mandatory Pre-Bid Conference/MFMP Training Event

A non-mandatory Pre-Bid Conference/MFMP training event will be held to discuss how to view and respond to solicitations in MFMP Sourcing. The Non-Mandatory Pre-Bid Conference/MFMP training event will be held at the date and time specified in the Timeline of Events. Attendance is optional but encouraged. Vendors may attend the webinar from their computer, tablet, or smartphone by clicking the link found in the Timeline of Events at the time of the training. A pdf of the presentation is available here. If a Bidder is unable to attend the training, the MFMP team offers many other training resources, including recorded, online training and job aids that can be viewed on the MFMP for Vendors website. Public meetings conducted during the course of this solicitation are open to members of the general public, current vendors, potential vendors and interested persons.

1.15.2 Question Submission

The Department invites interested and registered Vendors to submit questions regarding the solicitation. Vendors who have 'Joined' the MFMP Sourcing event are able to submit questions using the MFMP Sourcing 'Messages' tab (referred to as the "Q&A Board" in PUR 1001). Questions can be submitted in MFMP Sourcing until the Question Submission Deadline listed in the Timeline of Events.

The following quoted text replaces Paragraph 5 of PUR 1001:

"Questions must be submitted via the Q&A Board within MFMP Sourcing and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline of Events. Questions shall be answered in accordance with the Timeline of Events. All questions submitted shall be published and answered in a manner that all proposers will be able to view. Proposers shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the Vendor Bid System for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained in the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer

personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 20 of these Instructions."

Bidders are strongly encouraged to raise any questions or concerns regarding this ITB, including the proposed Contract terms and conditions, during the open question period.

1.15.3 Addenda to the ITB

The Department reserves the right to modify this solicitation by issuing addenda. Addenda may modify any aspect of this solicitation. Addenda issued will be posted on the VBS and within MFMP Sourcing. It is the Bidder's responsibility to check for any changes to a solicitation prior to submitting a bid.

1.15.4 Protest of Terms, Conditions, and Specifications

With respect to a protest of the terms, conditions and specifications contained in this solicitation, including any provisions governing the methods for scoring responses, awarding contracts, or modifying or amending any contract, a notice of protest shall be filed in writing with the Agency Clerk, Department of Management Services, 4050 Esplanade Way, Tallahassee, FL 32399, within seventy-two hours after the posting of the solicitation. For purposes of this provision, the term "the solicitation" includes this solicitation document, any addendum, response to written questions, clarification or other document concerning the terms, conditions, and specifications of the solicitation.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

1.15.5 Public Opening

Bids will be opened on the date and at the location indicated in the Timeline of Events. Bidders are not required to attend. The Department generally does not announce prices or release other materials at this public meeting, pursuant to s. 119.071(1)(b), Florida Statutes.

1.15.6 Electronic Posting of Notice of Intended Award

The Department shall electronically post a Notice of Intended Award on the VBS for review by interested parties at the time and location specified in the Timeline of Events. The Notice of Intended Award shall remain posted for a period of seventy-two hours, not including weekends or State observed holidays. If the Notice of Award is delayed, in lieu of posting the Notice of Intended Award the Department may post a notice of delay and a revised date for posting the Notice of Intended Award.

1.15.7 Protest of Notice of Intended Decision

Anyone desiring to protest the Notice of Intent to Award shall file any notice of protest and any subsequent formal written protest with the Agency Clerk, Department of Management Services, 4050 Esplanade Way, Tallahassee, FL 32399, within the time prescribed in section 120.57(3) Florida Statutes and Chapter 28-110, Florida Administrative Code. The Procurement Officer should be copied on such filings. Failure to file a notice of protest and a formal protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

1.15.8 Firm Response

The Department intends to award a contract within sixty days after the date of the bid opening, during which period bids shall remain firm and shall not be withdrawn. If an award is not made within sixty days, all bid responses shall remain firm until either the Department awards the Contract or the Department receives from the Bidder written notice that the response is withdrawn. Bid responses that express a shorter duration may, in the Department's sole discretion, be accepted or rejected.

1.16 Modification or Withdrawal of Bid

Bidders are responsible for the content and accuracy of their bid. Bidders may modify or withdraw their bid at any time prior to the bid due date in accordance with the Timeline of Events.

1.17 Cost of Response Preparation and Independent Preparation

The costs related to the development and submission of a response to this ITB are the full responsibility of the Bidder and are not chargeable to the Department. A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Vendor or Bidder as to any matter related to the response each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit or not submit a response.

1.18 Return of Bid Contents

Initial documentation provided to the Department as part of the ITB shall not be returned to the Bidder unless withdrawn prior to the bid opening.

1.19 Contract Formation

The Department may issue a Notice of Intended Award, to successful Bidder(s), however, no contract shall be formed between a Bidder and the Department until the Department signs the contract. The Department shall not be liable for any work performed before the contract is effective.

The Department intends to enter into a contract(s) with Bidder(s) pursuant to the Basis for Award, section of this solicitation. No additional documents submitted by a Bidder shall be incorporated in the contract unless it is specifically identified, incorporated by reference, and approved by the Department. If any additional documents are submitted by the Bidder, the additional documents will not be considered for the Basis for Award; however, these documents remain subject to the Return of Bid Contents section of this solicitation.

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2 Instructions to Bidders

This section contains instructions to Bidders on how to submit a bid. The instructions come in two parts; general instructions and special instructions.

2.1 General Instructions

PUR 1001, the General Instructions to Bidders, is incorporated by reference and provided via the link below:

http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf

In the event any conflict exists between the Special Instructions and General Instructions to Bidders, the Special Instructions shall prevail.

2.2 Special Instructions to Bidders

2.2.1 MFMP Sourcing

Since July 1, 2003, the Department has used the online e-procurement system known as MyFloridaMarketPlace (MFMP). This solicitation will be administered using MFMP Sourcing.

2.2.2 MFMP Registration

To participate within MFMP Sourcing, a Bidder must be a registered vendor in the MFMP Vendor Information Portal (VIP). Registered Vendors should log into MFMP VIP to ensure contact information and commodity code registrations are correct and to ensure the option to participate in electronic solicitations in MFMP Sourcing is selected.

Vendors not currently registered with MFMP VIP must:

a) Create an account through the MFMP VIP.
b) Within MFMP VIP, indicate on the Solicitations page that the wish to participate in electronic solicitations.
c) Within MFMP VIP, in the Commodity Selections section, select the commodity codes for the goods and services that the vendor would like to provide to the state. Vendors will not receive notifications for commodities codes that are not selected.

Note: VBS and MFMP Sourcing provide automated notifications to the vendor community, as a courtesy, based on commodity codes that are tied to a vendor's registration in the MFMP VIP. Vendors with a commodity code that matches the commodity code of the MFMP Sourcing event will be able to 'Join' the MFMP Sourcing event. If a vendor does not have a matching commodity code, VBS and MFMP Sourcing will not provide a courtesy notification and the vendor will not be able to 'Join' the MFMP Sourcing event. Vendors have the ability to access and update their registration in VIP by adding commodity codes to their business profile. Changes made in MFMP VIP, including new registrations, may take 48 hours to take effect.

The MFMP VIP can be accessed via this link: https://vendor.myfloridamarketplace.com/

The Department strongly recommends vendors set MS Internet Explorer browser to compatibility mode while using MFMP applications. More information regarding recommended internet browser settings can be found by clicking here.

In order to 'Join' the MFMP Sourcing event vendors must:

a) Have a current MFMP vendor registration within the MFMP VIP; and
b) Select 'Yes' to participate in electronic sourcing events in MFMP Sourcing.

The MFMP Sourcing may be accessed using the following link:
https://sourcing.myfloridamarketplace.com

2.2.3 MFMP Sourcing Posting Phase

A solicitation formally begins when the Department posts a Notice in VBS and publishes an MFMP Sourcing event.

Solicitations conducted in MFMP Sourcing exist in the following statuses:

2.2.3.1 'Preview' Status

A solicitation is published as a 'Public Event' in MFMP Sourcing and is initially in 'Preview' status. When the solicitation is in 'Preview' status, Vendors can view and download all information related to the solicitation and pose questions to the Procurement Officer in the 'Messages' tab of the event. The solicitation remains in 'Preview' status until the 'Open' status begins.

2.2.3.2 'Open' Status

The solicitation enters 'Open' status on the date listed on the Timeline of Events. When a solicitation is in 'Open' status, all Vendors who accepted the 'Bidders Agreement' in MFMP Sourcing may submit bids until the Bid Due Date listed in the Timeline of Events. The solicitation remains in 'Open' status until the Bid Due Date & Time listed in the Timeline of Events.

2.2.3.3 'Pending Selection' Status

The solicitation enters 'Pending Selection' status on the date listed on the Timeline of Events. When a solicitation is in 'Pending Selection' status, vendors are no longer able to submit bids in accordance with the Timeline of Events.

2.2.3.4 'Completed/Awarded' Status

The solicitation enters 'Completed/Awarded' status after the Notice of Intent to Award has been published to the Vendor Bid System, in accordance with the Timeline of Events. This status indicates the MFMP Sourcing event has been completed and the term 'Award' in MFMP Sourcing refers solely to system function.

2.2.4 MFMP Training

MFMP University offers vendor training materials on the Department's website at: http://www.dms.myflorida.com/mfmp/vendor/trainingmaterials

MFMP University provides access to recorded online trainings on a variety of topics, including Vendor Registration and Selecting Commodity Codes.

2.2.5 MFMP Assistance

Vendors that need assistance using MFMP may contact the MFMP Customer Service Desk at VendorHelp@myfloridamarketplace.com or (866) 352-3776.

2.2.6 Who May Respond

Manufacturers in good standing with the State of Florida that meet the qualifications of the Scope of Work, and possess the financial capability, experience, and personnel resources to provide Commodities and services described in this ITB may respond to this bid. Please Note: There shall be only one bid per manufacturer. Manufacturers may use their distributor network to fulfill the requirements of the Contract. The manufacturer will be held accountable for performance under the Contract. The manufacturer may appoint a single dealer or distributor as their representative in the solicitation and contract process as certified on the Manufacturer's Certified Representative Sheet. The servicing dealer will be fully responsible for the fulfillments of the Contract requirements.

2.2.7 Commitment to Diversity in Government Contracting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by woman-, veteran-, and minority-owned business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects certified business enterprises with private corporations for business development mentoring. The Department strongly encourages firms doing business with the State of Florida to consider participating in this initiative. More information on the Mentor Protégé Program may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915 or osdinfo@dms.myflorida.com.

The Department supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the vast array of citizens in the State of Florida. The Bidder can contact the Office of Supplier Diversity at (850) 487-0915 for information on certified business enterprises that may be considered for subcontracting opportunities.

2.2.8 Mandatory Requirements or Conditions

The Department has established certain requirements with respect to bids submitted to competitive solicitations. The use of "shall", "must", or "will" (except to indicate futurity) in this solicitation, indicates a requirement or condition that is mandatory. A deviation from a mandatory requirement or condition is material if, in the Department's sole discretion, the deficient response is not in substantial accord with the solicitation requirements, provides an advantage to one Bidder over another, or has a potentially significant effect on the quality of the response or on the cost to the Department. The words "should" or "may" in this solicitation indicate desirable attributes or conditions, but are permissive in nature.

2.2.9 How to Submit a Bid

Bidders will submit their bids electronically via MFMP Sourcing. Bidders shall enter all required attachments and documents electronically in the MFMP Sourcing application during this solicitation as indicated. The Department will only evaluate bids submitted using MFMP Sourcing.

Mass produced general information/promotional material about the Bidder that is prepared/printed for general distribution is not permitted. The emphasis of each bid shall be on completeness and clarity of content, prepared simply and economically, providing a straightforward, concise delineation of the Bidder's capabilities to satisfy the requirements of this solicitation.

By submitting a bid to this solicitation the Bidder agrees to and waives any objections to requirements contained in the solicitation. By submitting a bid the Bidder certifies that it agrees to and satisfies all criteria specified in this solicitation.

Bidders that fail to submit all required information in MFMP Sourcing may not be deemed responsive. Bidders are responsible for submitting their bids in MFMP Sourcing by the date and time specified in the Timeline of Events of this solicitation. The Department will not consider late bids.

2.2.10 Contents of Bid

Bidders shall submit all required attachments and documentation via the MFMP Sourcing application. Failure to submit all of the required attachments and documentation may result in a determination of Bidder non-responsiveness. Attachments submitted in MFMP Sourcing should be named similarly to the following file naming conventions:

Example:
JohnDoeLLC_ExecutiveSummary.pdf
JohnDoeLLC_Attachment_A.pdf
JohnDoeLLC_Attachment_B.pdf
JohnDoeLLC_Attachment_C.pdf
JohnDoeLLC_Attachment_D.pdf
JohnDoeLLC_PriceSheet Excel (xlsx)

2.2.11 Required Attachments

2.2.11.1 References (Attachment B)
Bidders shall download and complete Attachment B and upload within the MFMP Sourcing application. Bidder shall provide information for a minimum of three mail processing equipment contracts (excluding the Department of Management Services), that individually exceed $100,000.00 (annually), issued between July 1, 2011, and June 30, 2015.

2.2.11.2 Qualification Questions and Required Documents (Attachment C)
Bidders shall download and complete Attachment C and upload within the MFMP Sourcing application. Bidders are to meet and respond to the qualifications in order to be considered responsive. The Department may not verify bids from Bidders who answer "No" to any of the Qualification Questions or do not provide all the required documentation.

2.2.11.3 Price Sheet (Attachment D)
Bidders shall download and complete Attachment D and upload within the MFMP Sourcing application. The Core Price Sheet lists thirty-six, forty-eight and sixty month lease terms. Bidders must submit pricing for all lease terms for each machine bid.

Bidders may submit pricing for multiple machines within the same category. Bidders do not need to submit pricing for machines in all categories. All prices, shall be submitted as whole in U.S. Dollars ($USD; e.g., $99,999.00) and ranges shall not be accepted.

Bidders are encouraged but are not required, to bid lease and purchase prices for additional equipment and supplies on Tab 2, "Non-Core Price Sheet" of Attachment D. This tab will not be considered in the award for this ITB. Refer to section 3.1 for further information.

2.2.11.4 Vendor Information Form (Attachment E)
The Bidder shall download and complete Attachment E within the MFMP Sourcing application.

2.2.11.5 Ordering Instructions Form (Attachment F)
The Bidder shall download and complete Attachment F and upload within the MFMP Souring application.

2.2.11.6 Certification of Drug-Free Workplace (Attachment G)
The Bidder shall download and complete Attachment G and upload within the MFMP Sourcing application.

2.2.11.7 Savings/Price Reduction PUR 7064 (Attachment H)
The Bidder shall download and complete Attachment H and upload within the MFMP Sourcing application to demonstrate the percent (%) savings in pricing offered compared to the MSRP List or other usual or customary prices that would be paid by the purchaser without the benefit of a contract resulting from this bid.

2.2.12 Additional Required Documentation

2.2.12.1 Registration with the Florida Department of State
The Bidder shall include a PDF file of their current and active registration with the Department of State with their bid submittal. **NOTE:** Pursuant to section 607.1501, F.S., out-of-state corporations where required, must obtain a Florida Certificate of Authorization pursuant to section 607.1503, F.S., from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Website: www.sunbiz.org.

2.2.12.2 Florida Substitute Form W-9.
All vendors must register and complete an electronic Florida Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information vendors provide on the Florida Substitute Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: https://flvendor.myfloridacfo.com/

2.2.13 Additional Documentation

2.2.13.1 Manufacturer's Certified Representative Form (Attachment I)
If the Bidder is a servicing dealer then the bidder shall complete Attachment I and upload within the MFMP Souring application.

2.2.13.2 Out of State Preference Letter from Attorney (if applicable)
Any Bidder who states that its "principal place of business" is outside of this state shall submit with its bid in accordance with section 287.084, Florida Statutes, a written opinion of an attorney at law, licensed to practice law in that foreign state, that contains information explaining the preferences, any or none, granted by the law of that state to its own business entities whose principal place(s) of business are in that foreign state in the letting of any or all public contracts. For the purpose of this ITB, "principal place of business" means the state in which the Bidder's high-level officers direct, control, and coordinate the Bidder's activities.

2.2.13.3 Preferred Pricing Affidavit (Attachment J)
If awarded a contract, the Bidder agrees to submit the completed Preferred Pricing Affidavit to the Department at least annually.

2.2.13.4 Quarterly Sales Report (Attachment K)
If awarded a contract, an authorized representative of the Bidder will be required to complete and
submit a Quarterly Sales Report (Attachment K) to the Department's Contract Manager within ten business days after the close of each State Fiscal quarter (September 30, December 31, March 31, and June 30).

2.2.14 Basis for Award

The Contract(s) shall be awarded to the responsive, responsible Bidder(s) with the lowest average monthly lease price for the initial and renewal terms. The Department intends to award up to four machines per category. The Department reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interest.

2.2.15 Identical Bids

In the event of identical bids where one or more of the Bidders can be awarded but not all, the Department will select a Bidder based on the criteria identified in Rule 60A-1.011, F.A.C.

2.2.16 Rejection of Bids

Bids that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidders whose bids, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be rejected as not responsible. The Department reserves the right to determine which bids meet the requirements of this solicitation, and which bidders are responsive and responsible.

2.2.17 Minor Irregularities/Right to Reject

The Department reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department

determines that doing so shall serve the Department's best interests. The Department may reject any response not submitted in the manner specified by the solicitation documents.

2.2.18 Redacted Submissions

The following section supplements section 19 of the PUR 1001. If Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, Bidder must mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the Bidder's name on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Bidder claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Bidder such an assertion has been made. It is the Bidder's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Bidder in a legal proceeding, the Department shall give the Bidder prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a bid, the Bidder agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Bidder's determination that the redacted portions of its bid are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Bidder fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

2.2.19 Additional Information

By submitting a bid, Bidder certifies that it agrees to and satisfies all criteria specified in the ITB. The Department may request, and Bidder shall provide, additional supporting information or documentation. Failure to supply supporting information or documentation as required and requested may result in disqualification of the bid.

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3 Scope of Work

3.1 Purpose

The purpose of this State Term Contract is to provide state agencies and OEUs a vehicle to acquire mail processing equipment and related supplies and services. Core products offered under this Contract is the maintenance and lease of equipment, classified under the following categories:

Category Number	Specifications of Mailing Machine (All must include meter)
1	**Mailing machine with capacity to meter between 15 and 20 LPM with minimum of 2 pound (lb) scale**
2	**Mailing machine with capacity to meter between 21 LPM and 50 LPM and with sealer, and differential weighing and minimum of 5 lb scale**
3	**Mailing machine with capacity to meter between 51 LPM and 100 LPM with sealer, differential weighing and minimum of 5 lb scale**
4	**Mailing machine with capacity to meter between 100 LPM and 179 LPM with sealer, differential weighing and minimum of 5 lb scale**
5	**Mailing machine with capacity to meter up to 179 LPM with sealer, differential weighing, dynamic scale and minimum of 5 lb scale**
6	**Mailing machine with capacity to meter 180 LPM with sealer, differential weighing, dynamic scale and minimum of 10 lb scale**

Non-core products offered under the Contract are the lease or purchase of equipment classified under the following categories:

Inserters	Openers
Folders	Folders-Inserters
Supplies	Mail Processing Equipment Accessories
Mail Processing Equipment Software	

Only Mail Processing Equipment Accessories, Mail Processing Equipment Software and Supplies that have connectivity with an item(s) awarded on the core price sheet will be on the contract. The only non-core service the Department will consider is yearly maintenance for non-core products. The Department reserves the right to reject any and all items offered as a non-core product.

3.2 General Requirements

3.2.1 Commodity Standards

All Commodities under this Contract shall conform with and be governed by all applicable current postal regulations and remain in compliance during the term of this Contract and until completion of any lease including maintenance or a separate maintenance agreement provided under this Contract. USPS regulations can be found in the Mailing Standards of the United States Postal Service Domestic Mail Manual: Commercial Mailing Service at: http://pe.usps.com/text/dmm300/dmm300_landing.htm.

If USPS requirements and standards change during the term of a lease, the Contractor shall modify the existing equipment or replace the existing equipment to meet the new USPS requirements at least ten business days prior to the USPS change. The modification or replacement of equipment shall be completed without cost to Customers.

All Commodities offered under this Contract, except for postage meters, shall be new, unused, of current production and of the latest design and construction. Used, rebuilt, remanufactured, shopworn, demonstrator, discontinued or prototype items shall not be offered. Note: It is understood that some new machines are manufactured from new parts which contain some recycled raw materials or components but all Commodities are deemed "new" and are fully warranted against defect. Postage meters rented under this Contract are not required to be new and the Contractor is responsible for ensuring that they are in proper working order. The Department reserves the right to request technical literature on any item.

3.2.2 Pricing

The Contractor shall adhere to the prices submitted in the ITB Price Sheet(s), which are incorporated by reference into the Contract.

Lease prices shall remain firm throughout the lease period and shall include a full-service maintenance agreement for all equipment for the life of the lease. All prices shall be Free on Board (FOB) destination delivery, and include installation, warranty, rate change protection, on-site training and product manuals.

3.2.3 Recall(s)

In the event there is a recall of any of the Commodities, the Contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department and Customers in monitoring the recall operation and in preparing reports as may be required. Each Contractor shall, at the request of the Department and/or any Customer, provide all reasonable assistance in locating and recovering any recalled equipment that is not in accordance with the requirements of the Contract. Each Contractor shall immediately notify and provide copies to the Department of any communications relating to recalls with any Customer. The Contractor, at its own cost, shall ensure defective equipment and supplies are rectified, replaced or destroyed in compliance with all applicable laws, rules or regulations and the Department's reasonable instructions.

3.2.4 Contract Warranty

Leased equipment shall be warranted for the life of the lease. Purchased equipment shall be warranted for a minimum of one year or the manufacturer's standard warranty, whichever is longer. The warranty period shall commence upon acceptance of equipment by the Customer as evidenced by a certificate of acceptance form. While a unit is under warranty, all Commodities must operate in accordance with the manufacturer's standard specifications. During the warranty period, the Contractor shall provide postage rate protection, software and firmware updates, and preventative maintenance services. During the warranty period, all defective or broken parts not caused by accident, neglect, misuse, or abuse shall be repaired or replaced and all necessary machine adjustments occasioned by such defective or broken parts shall be performed. All warranty services and products shall be provided at no cost to the Customer.

Service response time requirements during the warranty period shall be the arrival of a manufacturer-trained, certified technician on-site within four business hours after notification of a request for service. A telephone call, unless it results in solving the problem, shall not be deemed an acceptable service response. The warranty shall include all labor and transportation resulting from service calls. The Contractor shall maintain service facilities and qualified personnel to service all equipment in the State of Florida within the required four business hours response time for the life of the Contract. Each service facility must maintain a sufficient number of qualified technicians and supply of parts to provide all required services described in the Scope of Work for the life of the Contract.

If, during the warranty period, malfunctioning equipment cannot be repaired within three business days after a request for service or in the case of excessive equipment down-time, the Contractor shall provide the Customer loaner equipment that meets or exceeds specifications of the Commodity covered by the warranty at no additional cost until the defective unit or entire system (Customer's choice) is replaced with new equipment. Excessive equipment down-time is defined as three or more service calls over a ninety day period for repairs to the same piece of equipment.

The Contractor shall maintain a service log describing which services are performed for each call. The log shall contain, at a minimum, the machine serial number, location of equipment, date and time of each service call, the response time and the type of service performed. The service log shall be made available to the Customer and the Department, upon request.

3.2.5 Replacement Parts

The Contractor shall utilize only factory authorized replacement parts for repair of equipment. Under no circumstances will the Customer deliver or mail equipment to the Contractor for repair. Replacement parts will be available for the life of the lease and for at least five years after a purchase. Replacement parts must be stocked at all service locations.

3.2.6 Customer Service and Administration

The Contractor shall provide Customers all services during standard business hours, Monday through Friday, 8:00AM (ET) through 5:00PM (ET). The following days are observed as holidays by state agencies:

- New Year's Day
- Birthday of Dr. Martin Luther King, Jr.
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If the actual holiday falls on a Saturday, the preceding Friday is observed as a holiday. When a holiday falls on Sunday, the following Monday is observed as a holiday.

The Contractor shall have a single point of contact to serve as Contract Manager as listed on the Vendor Information Form. The Contract Manager may support multiple Customers and must respond to Customer calls and/or emails within twenty-four hours. The Contract Manager must be able to provide or arrange for all aspects of Customer support and problem resolutions. Back-up coverage must be provided by an equally knowledgeable person if the Contract Manager is not able to be reached.

In addition to a dedicated Contract Manager, the Contractor shall provide toll-free Customer service phone support from 8:00 AM (ET) to 5:00 PM (ET) Monday through Friday, except for National and State recognized holidays. TDD (Telecommunication Device for the Deaf) access must be made available during the above named Customer service operating hours.

3.2.7 Routine Communications

All routine communications and reports related to this STC shall be sent to the Department's Contract Manager. If any information listed on the Vendor Information Form changes during the life of the Contract, then the Contractor shall update the Vendor Information Form and submit to the Department's Contract Manager. Communications relating to a specific order should be addressed to the contact person identified on the order. Communications may be by e-mail, regular mail, or telephone.

3.2.8 Quote Form

Upon the Customer's request, the Contractor will provide a price quote within three business days. The Contractor agrees that quotes will be according to the prices, discounts, requirements, specifications, terms, and conditions of the Contract.

3.2.9 Orders

There shall be no minimum order amount required under this Contract. The Contractor is required to honor Contract pricing for all orders that are placed prior to the date of expiration of the Contract.

3.2.10 Invoices

Invoices must clearly identify the contract number, purchase order number if applicable, equipment serial number, remittance address, Customer name, location of equipment, billing period and total cost. The Contractor must provide in-house financing for leases. Third party billing providers/finance companies shall not be authorized for use.

3.2.11 Payments

Payment terms for each lease will be in arrears and may be monthly or quarterly at the ordering entity's option. Payment for purchased equipment will be processed upon the satisfactory completion of delivery, installation, training and acceptance. Payment terms for separate maintenance agreements will be agreed upon by the Contractor and Customer. State agencies are required to obtain approval from the Department of Financial Services prior to agreeing to an advance payment in the amount of Category Two (currently $35,000) or more. Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices.

3.2.12 Purchasing Card

The State of Florida has implemented a purchasing card program, using the Visa platform. Respondents may receive payments via the state's Purchasing Card in the same manner as

any other Visa purchases. Purchasing Card/Visa acceptance for purchase is a mandatory requirement for this solicitation but is not the exclusive method of payment. If the state changes its Purchasing Card platform during the term of Contract resulting from the ITB, the Contractor shall make any necessary changes to accommodate the state's new Purchasing Card platform within 30 days of notification of such change.

3.2.13 Returns

Commodities that are returned due to Contractor error, shall be returned at the Contractor's expense. The Contractor shall make arrangements to remove the returned Commodities from the Customer's premises within seven calendar days after notification. Regularly stocked Commodities that are returned due to Customer error shall be returned at the Customer's expense without incurring re-stocking fees if returned in original packaging within thirty calendar days.

3.2.14 Postage Account Requirements

The Contractor shall provide a no-cost option to refill postage meters. The Contractor shall provide postage account information within seven business days after an order for a postage meter is placed.

3.2.15 Delivery

The Contract shall include delivery to the Customer, F.O.B. destination freight prepaid. Delivery shall be within thirty calendar days after receipt of order for standard "in-stock" equipment and within ninety calendar after receipt of special orders. The Contractor shall notify the Customer at least seventy-two hours in advance of delivery for equipment. The Contractor shall be responsible for any damage to buildings or individuals as a result of delivery and installation. The Contractor shall notify the Customer of any potential delivery delays within five business days after receiving a purchase order. Evidence of inability to deliver within required times or of intentional delays shall be cause for Contract cancellation and/or Contractor suspension.

3.2.16 Installation

Contract prices for the purchase or lease of new equipment shall include full installation, making equipment ready for use, and removal of all packaging debris. Installation shall include the manufacturer's start-up supplies required for the machine to be fully operational including but not limited to ink, sealant and labels.

3.2.17 Training

Contract prices for the purchase or lease of new equipment shall include on-site training for Customers. The Contractor shall provide a minimum of four hours of on-site training for standard equipment in order to adequately instruct Customers in the use of the equipment. Training will be performed after installation and prior to actual operation and acceptance. If requested by the Customer, the Contractor shall provide additional on-site training as needed.

3.2.18 Certificate of Acceptance Form

Upon successful installation of equipment and the minimum on-site training for Customers, the Contractor shall provide a certificate of acceptance form to the Customer. The serial number of the main base unit will be the primary serial number used to identify mail processing equipment.

3.2.19 Equipment Manual

Each machine purchased or leased shall come with one user manual unless the manual is available on the Contractor's or Manufacturer's website. If the manual is available on the Contractor's or Manufacturer's website, the Contractor will direct the requesting Customer to the specific website location. The manual is to include operating instructions, safety precautions and proper preventative and remedial maintenance for the equipment.

3.2.20 Punch-Out Catalog and Electronic Invoicing

At the State's option, the Contractor may be required to provide an MFMP punch-out catalog. The punch-out catalog provides an alternative mechanism for suppliers to offer the State of Florida access to products awarded under the Contract. The punch-out catalog also allows for direct communication between the MFMP eProcurement System and a supplier's ERP system, which can reflect real-time product inventory/availability information.

Through utilization of the punch-out catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punch-out catalog site, the user selects the desired products and services. When complete, the user exits the supplier's punch-out catalog site and the shopping cart (full of products and services) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punch-out catalog site. Instead, the chosen products and services are "brought back" to MFMP as Contract line items. The user can then proceed through the normal workflow steps, which may include adding/editing the items to a requisition or a purchase order. An order is not submitted to a supplier until the buyer actually adds the line items to a requisition and the purchase order is approved and sent to the supplier.

At the State's option, the Contractor may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Electronic invoices may be required to be submitted to the agency through the Ariba Network (AN) in one of three mechanisms as listed below. Contractors may select the method that best meets their capabilities from the following list:

- **cXML (commerce eXtensible Markup Language)**
  This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog products and services. The cXML format is the Ariba preferred method for eInvoicing.

- **EDI (Electronic Data Interchange)**
  This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog products and services.

- **PO Flip via ASN**
  The online process allows suppliers to submit invoices via the ASN for catalog and non-catalog products and services. Suppliers have the ability to create an invoice directly from their Inbox in their ASN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the state and the third party provider of MFMP, a state Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the punch-out catalog and electronic invoicing.

3.2.21 Performance Bond

If deemed necessary, the Customer may require the Contractor to furnish (without additional cost) a performance bond, a negotiable irrevocable letter of credit or other form of security for the faithful performance of work. Determination of the appropriateness and amount of any bond requirement, is the sole responsibility, and at the sole discretion, of the Customer.

3.2.22 Contract Reporting

The Contractor shall report information on orders received from state agencies and OEUs associated with this contract.

The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due date (s)
MFMP Transaction Report	Calendar month	10 business days after close of the period
Contract Quarterly Sales Report	State Fiscal Quarter	10 business days after close of the period
Savings / Price Reductions	Required whenever prices are established adjusted	10 business days after each action that adjusts prices
Diversity Report [submitted to the Customer (ordering entity)]	State Fiscal Year	10 business days after close of the period
Preferred Pricing Affidavit	Annual	Contract anniversary date
Proof of Insurance	Annual	Upon policy renewal.

3.2.22.1 MFMP Transaction Fee Reports

The Contractor is required to submit monthly Transaction Fee Reports in electronic format. Reports are due ten (10) working days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting

instructions and Bidder training presentations available online at the Transaction Fee Reporting and Bidder Training subsections under Bidders on the MFMP website: MFMP Transaction Fee and Reporting. Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com, or telephone 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time.

3.2.22.2 Contract Quarterly Sales Report (Attachment K)
The Contractor agrees to submit a Quarterly Sales Report (Attachment K) to the DMS Contract Manager within ten working business days after the close of each State Fiscal quarter (September 30, December 31, March 31, and June 30).

Quarterly Reporting periods should coincide with the contract term and should begin the quarter following contract execution. Reports must be submitted in MS Excel format. The report will include all sales (orders) from State Agency and Other Eligible Users received (associated with this contract) during the period. Initiation and submission of the Quarterly Report is the responsibility of the Contractor without prompting or notification from the DMS Contract Manager. If no orders are received during the period, the contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive quarterly sales reports, the Contract may be terminated for convenience or the Department may choose to not renew the Contract.

In addition, the Department may require additional Contract sales information such as copies of purchase orders, or ad hoc sales reports. The Contractor shall submit these specific ad hoc requests within the specified amount of time as requested by the Department.

3.2.22.3 Diversity Reporting
The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, women, and veteran owned business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, and veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or email: osdhelp@dms.myflorida.com.

The Contractor shall report to each Customer (ordering entity), spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, Commodities and services provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

3.2.22.4 Preferred Pricing Affidavit (Attachment J)
The Contractor is required and agrees to complete and submit the completed Preferred Pricing Affidavit to the Department at least annually, attesting that the Contractor is in compliance with the best pricing provision section of the General Contract Conditions.

3.2.22.5 Ad-hoc Reports
The Contractor is required to submit ad hoc reports within the specified amount of time as requested by the Department.

3.2.23 Business Review Meetings

In order to maintain the partnership between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

3.2.24 Financial Consequences

Failure to provide service to all specified areas within the required service response time will result in the following Financial Consequences:

Type	Requirement	First Financial Consequence	Second Financial Consequence	Third Financial Consequence
Service call for repair	4 business Hours	$100	$250	$500
Equipment not picked up	10 business days after lease expiration	$100	$200	$300
Machine replacement with new or loaner equipment if repair is not available	3 business Days	$250 per day	$500 per day	$1000 per day

The Department and Customers reserve the right to withhold payment or implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract.

3.2.25 Lease Agreements

The Customer may enter into a lease agreement by the issuance of an order. Customers are not required to sign the Contractor's lease agreement form. In the event an additional agreement is signed by a Customer in error, it will be considered void and non-binding to the Customer. Prior to entering into a lease in excess of the annual Category Two threshold, state agencies must submit a completed "Checklist for Requesting Department of Financial Services Approval to Lease Equipment (ref. Section 287.063, F.S.)" to the Department of Financial

Services for preapproval. This form is located at:
http://www.myfloridacfo.com/aadir/statewide_financial_reporting/2finequipmentleasechecklist.doc
State agencies shall review the Comptrollers latest memorandum addressing leases and installment purchase of equipment when considering the leasing of equipment.

3.2.25.1 Available Lease Periods:

i. **3-Year Lease:**
A thirty-six month consecutive equipment plan which shall expire at the end of the thirty-six month period.

ii. **4-Year Lease:**
A forty-eight month consecutive equipment plan which shall expire at the end of the forty-eight month period.

iii. **5-Year Lease:**
A sixty month consecutive equipment plan which shall expire at the end of the sixty month period.

Lease agreements shall expire upon completion of the specified lease period and shall not be automatically renewed. No termination notice shall be required by either party at the end of the lease. All equipment shall be removed from the Customer's location within ten business days after the expiration of the lease by the Contractor or the Contractor's representative. All equipment removals shall be coordinated with Customer, and at no costs to the Customer.

The Customer is in no way liable or required to mail, freight or transport any equipment at the end of the lease. It shall be the Contractor's responsibility to physically remove any and all equipment from the Customer's location.

3.2.25.2 Renewal of Lease and Maintenance Agreements
Upon mutual agreement of the Customer and Contractor, a lease or separate maintenance agreement may be extended or renewed during the term of the Contract. Any leases that are in excess of $35,000 in annual total value will require Department of Financial Services approval (state agencies only) prior to execution of a new lease agreement, as per Chapter 287.063(2)(a), Florida Statutes.

3.2.25.3 Purchase of Leased Equipment
Purchase of leased equipment by Customers is permitted under this Contract.

3.2.25.4 Lease Cancellation for Convenience
The initial lease agreement may be cancelled at any time during the lease period by the Customer. An 180 day cancellation notice will be required of the Customer in writing. The equipment will be returned to the Contractor with transportation and any removal charges paid by the Customer with no additional payments due from the Customer.

3.2.25.5 Lease Cancellation for Non-Performance
Lease agreements may be cancelled during the lease period for non-performance related issues. If the Customer requests removal of leased equipment, the Contractor will cancel the lease effective immediately with no additional payments due from the Customer. Equipment will be removed from the Customer site within ten business days of such written notice at no cost to the Customer.

3.2.25.6 Leased Equipment Risk of Loss or Damage
Upon acceptance of equipment, the Customer shall be responsible for ensuring all leased equipment from the risk of loss or damage for the life of the lease.

3.2.26 Price Adjustments

Prices may be adjusted twice during the initial term and twice during the renewal term based on the percent change (up or down) of the Producers Price Index (PPI). Price adjustments correlate with the PPI Series ID PCU3333183333183A, Other Commercial and Service Industry Machinery Manufacturers, Mailing, Letter handling, and addressing machines, except parts and attachments as published by the Bureau of Labor Statistics, in the Department of Labor, Washington, DC 20212. These reports are accessible at the following website: http://www.bls.gov/data/.

When requesting a price increase, the Contractor may submit a justification in writing to the Contract Manager detailing the reasons for the price adjustment request and demonstrating the calculable change in PPI that supports a price adjustment. The requested adjustment for a price increase may not exceed the percentage change of the PPI the preceding twelve months prior to the adjustment. The Department reserves the exclusive right to accept or reject any request for a price adjustment. Price adjustments may be effective only upon written approval by the Department and may not be applied retroactively.

The Department reserves the right to request price decreases at any time during the term of the Contract if it's found to be in the best interest of the State.

3.2.27 Product Adjustments

Requested product changes due to model upgrades must be approved by the Department and added to the contract before being offered to Customers.

3.2.28 Survivability

Lease agreements and the terms of this Contract under which those lease agreements were made during the term of the Contract will survive the term of the Contract through to the completion of the term of the Lease.

3.2.29 Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. The Contractor shall have a plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Contractor shall also provide a plan for reduction and / or handling of any hazardous waste generated by the Contractor's company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold have a valid and current Hazardous Waste Generator

Identification Number. This identification number shall be provided as part of the Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

In its plan, the Contractor shall describe what efforts the Contractor's company will take to encourage the participation and support of these and other environmental programs and reduce the impact of purchasing mail processing equipment in the State of Florida. If applicable, the Contractor shall include its plans for utilizing reusable totes for delivery, reduced packaging programs, use of alternative fuel or higher fuel efficient delivery vehicles, programs to reduce vehicle miles through order consolidations / incentives, user education programs for more environmental friendly products and product take-back programs.

3.2.30 Location and Moving of Leased Equipment

The Customer shall notify the Contractor any time leased equipment is relocated to another location. Relocation of leased equipment within the same building shall be performed by the Contractor at no charge. Relocation of leased equipment within the same complex shall be done at no charge unless equipment must be moved by vehicle to another building and then a standard industry charge is allowed.

3.2.31 Option to Purchase

The option to purchase instead of leasing equipment is permitted under with this Contract. Postage meters may only be rented.

3.2.32 Optional Related Accessories and Supplies

The Customer may purchase equipment without optional related accessories, or may choose to purchase any individual or combination of machines, accessories, supplies or software offered on the non-core price sheet under the terms of this Contract.

3.2.33 Other Fees and Charges

Additional fees including but not limited to, property taxes, delivery charges, pick-up charges, fuel surcharges, interest fees, late payment fees (if paid within thirty days of the invoice date), or removal charges are not permitted under this Contract.

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4 List of Attachments

Attachment A Timeline of Events
Attachment B References
Attachment C Qualification Questions and Required Documents
Attachment D Price Sheet
Attachment E Vendor Information Form
Attachment F Ordering Instructions Form
Attachment G Certification of Drug-Free Workplace
Attachment H Savings/Price Reduction PUR 7064
Attachment I Manufacturer's Certified Representative Form
Attachment J Preferred Pricing Affidavit
Attachment K Quarterly Sales Report
Attachment L Draft Contract
Attachment M General Contract Conditions

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AMENDMENT NO.: 2
Contract Renewal
Contract No.: 44102100-17-1
Contract Name: Mail Processing Equipment

This Amendment ("Amendment"), effective as of February 20, 2022, to the Mail Processing Equipment Contract No. 44102100-17-1 ("Contract"), is between the State of Florida, Department of Management Services ("Department") and Pitney Bowes Inc. ("Contractor"), collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract unless otherwise defined herein.

WHEREAS, the Department awarded the above-referenced Contract to Pitney Bowes Inc. for the provisions of mail processing equipment;

WHEREAS, the Parties agreed that the Contract may be amended by mutual agreement as provided in the "Renewal Term" section of the Contract;

WHEREAS, the Parties executed the first Amendment to the Contract on September 23, 2021;

WHEREAS, the Parties agree to renew the Contract as provided in the Renewal Term section of the Contract.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. Contract Amendment.

a) Contract Exhibit D, Additional Special Contract Conditions, is hereby added in its entirety and incorporated into the Contract by reference herein.

b) Contract Exhibit A, General Contract Conditions, is hereby deleted and replaced in its entirety with the attached Exhibit A, Special Contract Conditions, which is incorporated into the Contract by reference herein. Any and all references in the Contract to the General Contract Conditions shall, upon the amendment effective date, be a reference to the attached and incorporated Exhibit A, Special Contract Conditions.

c) Contract Exhibit C, Price Sheet, is hereby deleted and replaced in its entirety with the attached Exhibit C, Price Sheet, which is incorporated into the Contract by reference herein.

d) Section III of the Contract is hereby deleted and replaced with the following:

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

AMENDMENT NO.: 2
Contract Renewal
Contract No.: 44102100-17-1
Contract Name: Mail Processing Equipment

III. Contract

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Contract. The Contract Exhibits shall have priority in the order listed:

a) Exhibit D: Additional Special Contract Conditions
b) Exhibit A: Special Contract Conditions
c) Exhibit B: ITB 22-44102100-Z and any addenda in reverse order of issuance
d) Exhibit C: Price Sheet

II. Contract Renewal. Pursuant to the Renewal Term section of the Contract, the State Term Contract No. 44102100-17-1 is renewed for a period of five years with a new contract expiration date of February 19, 2027, under the same terms and conditions, except as amended herein.

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

IV. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

V. Effect. This Amendment and all its Exhibitis are hereby made a part of the Contract. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

IN WITNESS THEREOF, the Parties hereto have caused this Amendment, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This Amendment is not valid and binding until signed and dated by the Parties.

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AMENDMENT NO.: 2
Contract Renewal
Contract No.: 44102100-17-1
Contract Name: Mail Processing Equipment

State of Florida: **Department of Management Services**	**Contractor:** **Pitney Bowes Inc.**
By: _____ **Name:** J. Todd Inman **Title:** Secretary	**By:** _____ **Name:** Dean Merriott **Title:** Major Account Manager
Date: _____	**Date:** _____

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

AMENDMENT NO.: 2
Contract Renewal
Contract No.: 44102100-17-1
Contract Name: Mail Processing Equipment

State of Florida:
Department of Management Services

By: _____
Name: J. Todd Inman
Title: Secretary
Date: 12/8/2021

Contractor:
Pitney Bowes Inc.

By: Dean Merriott
Name: Dean Merriott
Title: Major Account Manager
Date: 12/02/2021

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

EXHIBIT D

ADDITIONAL SPECIAL CONTRACT CONDITIONS

A. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

2.3.1 Suspension of Work.
For purchases only, the Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. For leases only, any suspension of work shall be in accordance with Amendment 1, of this Contract.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and allow Contractor 30 calendar days to correct such noncompliance for default before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must

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comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.
The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the

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Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer shall provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied

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within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

SECTION 9. DATA SECURITY

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. Unless otherwise agreed in writing, the Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within 48 hours. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within 30 calendar days. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with

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subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.
The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

B. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.
In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

C. Special Contract Conditions deletions: the following subsections are deleted in their entirety from the Special Contract Conditions:

3.2.2 Preferred Pricing.
Intentionally left blank.

7.2 General Liability Insurance.
Intentionally left blank.

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7.4 Performance Bond.
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SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

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SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

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SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

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3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

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Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

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AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

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Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

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Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

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6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

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All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

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The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

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responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

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The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

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SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department’s delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

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The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

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12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

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(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

NON-CORE CATEGORY	ITEM OR MODEL NUMBER	DESCRIPTION	STATE CONTRACT PURCHASE PRICE	ANNUAL MAINTENANCE PRICE	MONTHLY MAINTENANCE PRICE
Discontinued	CP-7228	MODULAR TABLE - 72 IN.		$0.00	
Discontinued	M07-6801	STORAGE TABLE - 68 IN.		$0.00	
Discontinued	HPAA	HP PAGEWIDE W/FINISH TO 250K/MO INST/TRN		$990.00	
Discontinued	1E02	SCANNER FOR BUS MGR/BUDGET MGR		$204.00	
Discontinued	1E35	SENDPRO C200/C300/C400 LABEL PRINTER		$36.00	
Discontinued	1E40	4" WHITE LABEL PRINTER		$36.00	
Discontinued	1E45	PB NETWORK LABEL PRINTER (WHITE)		$69.00	
Discontinued	1E50	LASER REPORT PRINTER		$226.00	
Discontinued	2H00	C SERIES BASE		$0.00	
Discontinued	397-D	70 LB SCALE		$0.00	
Discontinued	6WB-M	BROTHER QL-700 THERMAL PRINTER		$0.00	
Discontinued	6WB-P	SENDPRO ENTERPRISE LOW-VOLUME PRINTER, STAND ALONE		$0.00	
Discontinued	APK2	SENDPRO P SERIES - QL1050 PRINTER BUNDLE		$66.00	
Discontinued	AZBA	SENDPRO P1000 SERIES		$246.13	
Discontinued	AZBB	SENDPRO P2000 SERIES		$594.89	
Discontinued	AZBC	SENDPRO P3000 SERIES NON-WOW		$1,657.21	
Discontinued	AZBD	SENDPRO P3000 SERIES WOW		$1,657.21	
Discontinued	AZBF	SENDPRO P1000 COLOR PRINT MODULE		$558.00	
Discontinued	AZBL	SENDPRO P2000 COLOR PRINT MODULE		$558.00	
Discontinued	AZBM	SENDPRO P3000 COLOR PRINT MODULE		$558.00	
Discontinued	AZCG	SENDPRO P2000 SERIES PACKAGE (120/60 LPM)		$550.25	
Discontinued	AZCJ	SENDPRO P1500 COLOR PRINT MODULE		$558.00	
Discontinued	BM46	MONITOR/PC FLOOR STAND		$0.00	
Discontinued	BM4A	FLAT SCREEN MONITOR MOUNT		$0.00	
Discontinued	BM4B	FLAT SCREEN MONITOR MOUNT KIT		$0.00	
Discontinued	BMT1	DM INFINITY INTERFACE - LAN		$0.00	
Discontinued	BMT2	DM INFINITY INTERFACE - DATA COLLECTOR SERIAL CONNECTION		$0.00	
Discontinued	C190	BLUETOOTH ENABLED DIMENSIONING DEVICE		$112.00	
Discontinued	CAAA	COST ACCOUNTING BRONZE PLAN (25 ACCTS, 2 DEVICES)		$0.00	
Discontinued	CP-6028	MODULAR TABLE - 60 IN.		$0.00	
Discontinued	DA8A	HIGH SPEED CONVEYOR/STACKER WITH STAND FOR DA80F		$313.00	
Discontinued	DASC	INTEGRATED STACKER WITH STAND AND HIGH OUTPUT DRYER FOR DA9F		$522.00	
Discontinued	DF10	PERFECT LETTER FOLDER		$77.00	
Discontinued	DIPY	PRODUCTION REPORTS PACKAGE, INCLUDES MONITOR, PC AND CONNECTION KIT		$542.00	
Discontinued	DIPZ	PRODUCTION REPORTS SOFTWARE (SW ONLY)		$423.00	
Discontinued	EQEL1M	ENVELOPES #10 GUMMED, WHITE		$0.00	
Discontinued	EQEL1N	ENVELOPES 6" X 9" GUMMED, WHITE		$0.00	
Discontinued	EQEL1O	ENVELOPES 6" X 9 1/2" GUMMED, WHITE		$0.00	
Discontinued	EQEL1P	ENVELOPES 9 1/2" X 12" GUMMED,WHITE		$0.00	
Discontinued	F37A	OMR SCANNER W/INSTALL & TRAINING		$0.00	
Discontinued	F391550	RELAY LOCALIZATION KIT - US		$0.00	
Discontinued	F72D	2D DATA MATRIX SCANNING FOR HIGH CAPACITY SHEET FEEDER		$1,189.00	
Discontinued	F790250	SCANNER MOUNTING KIT FOR HIGH CAPACITY SHEET FEEDER		$0.00	
Discontinued	F790700-01	US RELAY LOCALIZATION KIT		$0.00	
Discontinued	F791700-01	US HICAP SHEET FEEDER LOCALIZATION KIT		$0.00	
Discontinued	F7MS	MOVING BEAM PICKET BARCODE FOR HIGH CAPACITY SHEET FEEDER		$232.00	
Discontinued	HS9F	SENDPRO NETWORKED SENDKIT		$0.00	
Discontinued	JB96002	BASE MOUNT DISPLAY KIT FOR JR64 & JR67 SCALES		$0.00	
Discontinued	JZ20	LABEL PRINTER		$216.00	
Discontinued	K7M0	METER FOR MAILSTATION2		$0.00	
Discontinued	M07-MST-4501	BASIC TABLE - 45-1/2 IN.		$0.00	
Discontinued	M07-MST-6801	BASIC TABLE - 68 IN.		$0.00	
Discontinued	M0L2	MAILSTATION2™ WITH 2LB SCALE & 10 ACCOUNTS		$27.00	
Discontinued	M0L5	MAILSTATION2™ WITH 5LB SCALE & 10 ACCOUNTS		$27.00	
Discontinued	MSGS-ML	SPRINT 4G SUBSCRIPTION		$0.00	
Discontinued	MSGS-MM	SPRINT 4G SUBSCRIPTION		$0.00	
Discontinued	MSPQ	CONNECT+ SENDSUITE INTERFACE		$0.00	
Discontinued	PB008	MAIL TRAY SUPPORT		$0.00	
Discontinued	SDIM	DIMENSIONER		$850.00	
Discontinued	SFGK	PC TRANSFER UTILITY KIT		$0.00	
Discontinued	SL22	LOW TO MID VOLUME 4IN. ADHESIVE LABEL PRINTER		$222.00	
Discontinued	SL-SPMWK01	SENDPRO WELCOME KIT		$0.00	
Discontinued	SPE0	SENDPRO ENTERPRISE LICENSE		$0.00	
Discontinued	SPE-100L-UNLTD	SPE 100 LOCATION- UNLIMITED WORKSTATIONS		$27,000.00	
Discontinued	SPE-10L-UNLTD	SPE 10 LOCATION - UNLIMITED WORKSTATIONS		$9,000.00	
Discontinued	SPE-1L1W	SPE 1 LOCATION - 1 WORKSTATION		$900.00	
Discontinued	SPE-1L-SERVER	SPE 1 LOCATION - 1 WORKSTATION (SERVER)		$1,440.00	
Discontinued	SPE-1L-UNLTD	SPE 1 LOCATION UNLIMITED WORKSTATIONS		$2,700.00	
Discontinued	SPE20	NON-CONTACT PROGRAMMABLE WEDGE SCANNER		$204.00	
Discontinued	SPE21	LASER PRINTER		$173.00	
Discontinued	SPE22	LOW TO MID VOLUME 4IN. LABEL PRINTER		$222.00	
Discontinued	SPE-25L-UNLTD	SPE 25 LOCATION - UNLIMITED WORKSTATIONS		$13,500.00	
Discontinued	SPE-2L-UNLTD	SPE 2 LOCATION - UNLIMITED WORKSTATIONS		$3,600.00	
Discontinued	SPE33	149 LB. ROLLERTOP SCALE		$330.00	
Discontinued	SPE-50L-UNLTD	SPE 50 LOCATION - UNLIMITED WORKSTATIONS		$18,000.00	
Discontinued	SPE-5L-UNLTD	SPE 5 LOCATION - UNLIMITED WORKSTATIONS		$6,750.00	
Discontinued	SPE91	PC W/ FLAT PANEL MONITOR		$443.00	
Discontinued	SPE-AALZ	ADDITIONAL WORKSTATION LICENSE, SS LIVE		$720.00	
Discontinued	SPE-ACAA	ADDITIONAL CARRIER ACCOUNT ACTIVATION		$180.00	
Discontinued	SPE-ACE	ACE (1)		$900.00	

Discontinued	SPE-ACE-10	ACE (10)	$2,700.00
Discontinued	SPE-ACE-100	ACE (100)	$4,500.00
Discontinued	SPE-ACE-2	ACE (2)	$1,350.00
Discontinued	SPE-ACE-25	ACE (25)	$3,600.00
Discontinued	SPE-ACE-5	ACE (5)	$1,800.00
Discontinued	SPE-ACE-50	ACE (50)	$4,500.00
Discontinued	SPE-ACE-ENT	ACE (ENTERPRISE)	$4,500.00
Discontinued	SPE-BASIC-USPS	SENDPRO ENTERPRISE BASIC SUB USPS ONLY	$0.00
Discontinued	SPE-BB	BLACK BOX	$0.00
Discontinued	SPE-BBSDK-10	BLACK BOX SDK (10)	$9,000.00
Discontinued	SPE-BBSDK-100	BLACK BOX SDK (100)	$18,000.00
Discontinued	SPE-BBSDK-2	BLACK BOX SDK (2)	$2,700.00
Discontinued	SPE-BBSDK-25	BLACK BOX SDK (25)	$13,500.00
Discontinued	SPE-BBSDK-5	BLACK BOX SDK (5)	$5,400.00
Discontinued	SPE-BBSDK-50	BLACK BOX SDK (50)	$16,200.00
Discontinued	SPE-BBSDK-ENT	BLACK BOX SDK (ENTERPRISE)	$18,000.00
Discontinued	SPE-DGIS	THIRD PARTY HAZMAT CONNECTOR (1)	$1,080.00
Discontinued	SPE-DGIS-10	THIRD PARTY HAZMAT CONNECTOR (10)	$3,240.00
Discontinued	SPE-DGIS-100	THIRD PARTY HAZMAT CONNECTOR (100)	$5,400.00
Discontinued	SPE-DGIS-2	THIRD PARTY HAZMAT CONNECTOR (2)	$1,620.00
Discontinued	SPE-DGIS-25	THIRD PARTY HAZMAT CONNECTOR (25)	$4,320.00
Discontinued	SPE-DGIS-5	THIRD PARTY HAZMAT CONNECTOR (5)	$2,160.00
Discontinued	SPE-DGIS-50	THIRD PARTY HAZMAT CONNECTOR (50)	$5,400.00
Discontinued	SPE-DGIS-ENT	THIRD PARTY HAZMAT CONNECTOR (ENTERPRISE	$5,400.00
Discontinued	SPE-DHLCSECOM	DHL ECOMMERCE SERVER	$114.00
Discontinued	SPE-DHLEAPI-10	DHL ECOMMERCE API (10)	$380.00
Discontinued	SPE-DHLEAPI-100	DHL ECOMMERCE API (100)	$1,900.00
Discontinued	SPE-DHLEAPI-2	DHL ECOMMERCE API (2)	$171.00
Discontinued	SPE-DHLEAPI-25	DHL ECOMMERCE API (25)	$760.00
Discontinued	SPE-DHLEAPI-5	DHL ECOMMERCE API (5)	$285.00
Discontinued	SPE-DHLEAPI-50	DHL ECOMMERCE API (50)	$1,140.00
Discontinued	SPE-DHLEAPI-ENT	DHL ECOMMERCE API (ENTERPRISE)	$3,800.00
Discontinued	SPE-DHLECOMAPI	DHL ECOMMERCE API	$114.00
Discontinued	SPE-DHLES-10	DHL ECOMMERCE SERVER (10)	$380.00
Discontinued	SPE-DHLES-100	DHL ECOMMERCE SERVER (100)	$1,900.00
Discontinued	SPE-DHLES-2	DHL ECOMMERCE SERVER (2)	$171.00
Discontinued	SPE-DHLES-25	DHL ECOMMERCE SERVER (25)	$760.00
Discontinued	SPE-DHLES-5	DHL ECOMMERCE SERVER (5)	$285.00
Discontinued	SPE-DHLES-50	DHL ECOMMERCE SERVER(50)	$1,140.00
Discontinued	SPE-DHLES-ENT	DHL ECOMMERCE SERVER (ENTERPRISE)	$3,800.00
Discontinued	SPE-DHLXMLPI	DHL XML-PI	$114.00
Discontinued	SPE-DHLXMLPI-10	DHL XML-PI (10)	$380.00
Discontinued	SPE-DHLXMLPI-100	DHL XML-PI (100)	$1,900.00
Discontinued	SPE-DHLXMLPI-2	DHL XML-PI (2)	$171.00
Discontinued	SPE-DHLXMLPI-25	DHL XML-PI (25)	$760.00
Discontinued	SPE-DHLXMLPI-5	DHL XML-PI (5)	$285.00
Discontinued	SPE-DHLXMLPI-50	DHL XML-PI (50)	$1,140.00
Discontinued	SPE-DHLXMLPI-ENT	DHL XML-PI (ENTERPRISE)	$3,800.00
Discontinued	SPE-ERRC	ELECTRONIC RETURN RECIEPT CERIFIED	$0.00
Discontinued	SPE-FEDEX	FEDEX CARRIER ACTIVATION	$0.00
Discontinued	SPE-FSP-1	FEDEX SMARTPOST (1)	$108.00
Discontinued	SPE-FSP-10	FEDEX SMARTPOST (10)	$360.00
Discontinued	SPE-FSP-100	FEDEX SMARTPOST (100)	$1,440.00
Discontinued	SPE-FSP-2	FEDEX SMARTPOST (2)	$230.40
Discontinued	SPE-FSP-25	FEDEX SMARTPOST (25)	$720.00
Discontinued	SPE-FSP-5	FEDEX SMARTPOST (5)	$259.20
Discontinued	SPE-FSP-50	FEDEX SMARTPOST (50)	$1,080.00
Discontinued	SPE-FSP-ENT	FEDEX SMARTPOST (ENTERPRISE)	$3,600.00
Discontinued	SPE-FSPWS-1	FEDEX SMARTPOST (1)- FEDEX WEB SERVICES	$114.00
Discontinued	SPE-FSPWS-10	FEDEX SMARTPOST (10)-WEB SERVICES	$380.00
Discontinued	SPE-FSPWS-100	FEDEX SMARTPOST (100)-WEB SERVICES	$1,520.00
Discontinued	SPE-FSPWS-2	FEDEX SMARTPOST (2)-WEB SERVICES	$243.20
Discontinued	SPE-FSPWS-25	FEDEX SMARTPOST (25)-WEB SERVICES	$760.00
Discontinued	SPE-FSPWS-5	FEDEX SMARTPOST (5)-WEB SERVICES	$273.60
Discontinued	SPE-FSPWS-50	FEDEX SMARTPOST (50)-WEB SERVICES	$1,140.00
Discontinued	SPE-FSPWS-ENT	FEDEX SMARTPOST (ENTERPRISE)-WEB SERVICE	$3,800.00
Discontinued	SPE-FT-1	FEDEX TRANSBORDER (1)	$1,620.00
Discontinued	SPE-FT-10	FEDEX TRANSBORDER (10)	$9,000.00
Discontinued	SPE-FT-100	FEDEX TRANSBORDER (100)	$18,000.00
Discontinued	SPE-FT-2	FEDEX TRANSBORDER (2)	$2,700.00
Discontinued	SPE-FT-25	FEDEX TRANSBORDER (25)	$13,500.00
Discontinued	SPE-FT-5	FEDEX TRANSBORDER (5)	$5,400.00
Discontinued	SPE-FT-50	FEDEX TRANSBORDER (50)	$16,200.00
Discontinued	SPE-FT-ENT	FEDEX TRANSBORDER (ENTERPRISE)	$18,000.00
Discontinued	SPE-FTWS-1	FEDEX TRANSBORDER (1)- FEDEX WEB SRVC	$1,710.00
Discontinued	SPE-FWS	FEDEX WEB SERVICES	$0.00
Discontinued	SPE-GSO	GOLDEN STATE OVERNIGHT (1)	$162.00
Discontinued	SPE-GSO-10	GOLDEN STATE OVERNIGHT (10)	$900.00
Discontinued	SPE-GSO-100	GOLDEN STATE OVERNIGHT (100)	$3,600.00
Discontinued	SPE-GSO-2	GOLDEN STATE OVERNIGHT (2)	$270.00
Discontinued	SPE-GSO-25	GOLDEN STATE OVERNIGHT (25)	$1,800.00
Discontinued	SPE-GSO-5	GOLDEN STATE OVERNIGHT (5)	$540.00

Discontinued	SPE-GSO-50	GOLDEN STATE OVERNIGHT (50)	$2,700.00
Discontinued	SPE-GSO-ENT	GOLDEN STATE OVERNIGHT (ENTERPRISE)	$4,500.00
Discontinued	SPE-HAZFO	HAZARDOUS MATERIALS (1)	$900.00
Discontinued	SPE-HAZFO-10	HAZARDOUS MATERIALS (10)	$2,700.00
Discontinued	SPE-HAZFO-100	HAZARDOUS MATERIALS (100)	$4,500.00
Discontinued	SPE-HAZFO-2	HAZARDOUS MATERIALS (2)	$1,350.00
Discontinued	SPE-HAZFO-25	HAZARDOUS MATERIALS (25)	$3,600.00
Discontinued	SPE-HAZFO-5	HAZARDOUS MATERIALS (5)	$1,800.00
Discontinued	SPE-HAZFO-50	HAZARDOUS MATERIALS (50)	$4,500.00
Discontinued	SPE-HAZFO-ENT	HAZARDOUS MATERIALS (ENTERPRISE)	$4,500.00
Discontinued	SPE-HCMI	HUBCAPP METER INTERFACE	$0.00
Discontinued	SPE-JR64	GREEN 150 LB ROLLERTOP SCALE	$314.00
Discontinued	SPE-LSO	LONESTAR (1)	$162.00
Discontinued	SPE-LSO-10	LONESTAR (10)	$900.00
Discontinued	SPE-LSO-100	LONESTAR (100)	$3,600.00
Discontinued	SPE-LSO-2	LONESTAR (2)	$270.00
Discontinued	SPE-LSO-25	LONESTAR (25)	$1,800.00
Discontinued	SPE-LSO-5	LONESTAR (5)	$540.00
Discontinued	SPE-LSO-50	LONESTAR (50)	$2,700.00
Discontinued	SPE-LSO-ENT	LONESTAR (ENTERPRISE)	$4,500.00
Discontinued	SPE-LTLCZ	LTL CZRLT RATING / BOLS (PER CARRIER)(1)	$162.00
Discontinued	SPE-LTLCZ-10	LTL CZARLITE RATE BOL (PER CARRIER) (10)	$900.00
Discontinued	SPE-LTLCZ-100	LTL CZARLITE RATE BOL (PER CARRIE) (100)	$3,600.00
Discontinued	SPE-LTLCZ-2	LTL CZARLITE RATE BOL (PER CARRIER) (2)	$270.00
Discontinued	SPE-LTLCZ-25	LTL CZARLITE RATE BOL (PER CARRIER) (25)	$1,800.00
Discontinued	SPE-LTLCZ-5	LTL CZARLITE RATE BOS (PER CARRIER) (5)	$540.00
Discontinued	SPE-LTLCZ-50	LTL CZARLITE RATE BOL (PER CARRIER) (50)	$2,700.00
Discontinued	SPE-LTLCZ-ENT	LTL CZARLITE RATE BOL (PER CARRIER)ENTER	$4,500.00
Discontinued	SPE-MDC-1	MISCELLANEOUS DOMESTIC CARRIERS (1)	$162.00
Discontinued	SPE-MDC-10	MISCELLANEOUS DOMESTIC CARRIERS (10)	$900.00
Discontinued	SPE-MDC-100	MISCELLANEOUS DOMESTIC CARRIERS (100)	$3,600.00
Discontinued	SPE-MDC-2	MISCELLANEOUS DOMESTIC CARRIERS (2)	$270.00
Discontinued	SPE-MDC-25	MISCELLANEOUS DOMESTIC CARRIERS (25)	$1,800.00
Discontinued	SPE-MDC-5	MISCELLANEOUS DOMESTIC CARRIERS (5)	$540.00
Discontinued	SPE-MDC-50	MISCELLANEOUS DOMESTIC CARRIERS (50)	$2,700.00
Discontinued	SPE-MDC-ENT	MISC DOMESTIC CARRIERS (ENTERPRISE)	$4,500.00
Discontinued	SPE-OCR	HANDHELD OCR SCANNER, COMMS CRADLE/STAND	$375.00
Discontinued	SPE-ONT	ONTRAC (1)	$162.00
Discontinued	SPE-ONT-10	ONTRAC (10)	$900.00
Discontinued	SPE-ONT-100	ONTRAC (100)	$3,600.00
Discontinued	SPE-ONT-2	ONTRAC (2)	$270.00
Discontinued	SPE-ONT-25	ONTRAC (25)	$1,800.00
Discontinued	SPE-ONT-5	ONTRAC (5)	$540.00
Discontinued	SPE-ONT-50	ONTRAC (50)	$2,700.00
Discontinued	SPE-ONT-ENT	ONTRAC (ENTERPRISE)	$4,500.00
Discontinued	SPE-PBD	GUARANTEED DELIVERY	$0.00
Discontinued	SPE-SDIM	DIMENSIONER	$850.00
Discontinued	SPE-SPEED	SPEE-DEE (1)	$162.00
Discontinued	SPE-SPEED-10	SPEE-DEE (10)	$900.00
Discontinued	SPE-SPEED-100	SPEE-DEE (100)	$3,600.00
Discontinued	SPE-SPEED-2	SPEE-DEE (2)	$270.00
Discontinued	SPE-SPEED-25	SPEE-DEE (25)	$1,800.00
Discontinued	SPE-SPEED-5	SPEE-DEE (5)	$540.00
Discontinued	SPE-SPEED-50	SPEE-DEE (50)	$2,700.00
Discontinued	SPE-SPEED-ENT	SPEE-DEE (ENTERPRISE)	$4,500.00
Discontinued	SPE-T1	ERR CERTIFY MAIL /PROOF OF DELIVERY (1)	$108.00
Discontinued	SPE-T2	ERR CERTIFIED MAIL PROOF OF DELIVERY (2)	$216.00
Discontinued	SPE-T332	2 DIMENSIONAL SCANNER	$15.00
Discontinued	SPE-T6WE	TETHERED WEDGE SCANNER FOR SPE	$15.00
Discontinued	SPE-TC	ERR CERTIFY MAIL PROOF OF DELIVERY (100)	$1,440.00
Discontinued	SPE-TE	ERR CERTIFY MAIL PROOF DELIVERY	$3,600.00
Discontinued	SPE-TL	ERR CERTIFY MAIL PROOF OF DELIVERY (50)	$1,080.00
Discontinued	SPE-TT	ERR CERTIFY MAIL PROOF OF DELIVERY (25)	$720.00
Discontinued	SPE-TV	ERR CERTIFIED MAIL PROOF OF DELIVERY (5)	$259.20
Discontinued	SPE-TX	ERR CERTIFY MAIL /PROOF OF DELIVERY (10)	$360.00
Discontinued	SPE-UNLTD	SPE ENTERPRISE - UNLIMITED WORKSTATIONS	$45,000.00
Discontinued	SPE-UPS	UPS CARRIER ACTIVATION	$0.00
Discontinued	SPE-UPSAF-1	UPS AIR FREIGHT (1)	$162.00
Discontinued	SPE-UPSAF-10	UPS AIR FREIGHT (10)	$900.00
Discontinued	SPE-UPSAF-100	UPS AIR FREIGHT (100)	$3,600.00
Discontinued	SPE-UPSAF-2	UPS AIR FREIGHT (2)	$270.00
Discontinued	SPE-UPSAF-25	UPS AIR FREIGHT (25)	$1,800.00
Discontinued	SPE-UPSAF-5	UPS AIR FREIGHT (5)	$540.00
Discontinued	SPE-UPSAF-50	UPS AIR FREIGHT (50)	$2,700.00
Discontinued	SPE-UPSAFAPI-1	UPS AIR FREIGHT (1)-UPS API	$171.00
Discontinued	SPE-UPSAF-ENT	UPS AIR FREIGHT (ENTERPRISE)	$4,500.00
Discontinued	SPE-UPSAPI	UPS API	$0.00
Discontinued	SPE-UPS-CCR	UPS CUSTOM CARRIER RATE	$360.00
Discontinued	SPE-UPSCS	UPS- CONNECTSHIP UPS CONSOLIDATED	$0.00
Discontinued	SPE-UPSDMI-10	UPS DOMESTIC MAIL INNOVATIONS (10)	$360.00
Discontinued	SPE-UPSDMI-100	UPS DOMESTIC MAIL INNOVATIONS (100)	$1,440.00
Discontinued	SPE-UPSDMI-2	UPS DOMESTIC MAIL INNOVATIONS (2)	$270.00

Discontinued	SPE-UPSDMI-25	UPS DOMESTIC MAIL INNOVATIONS (25)	$720.00
Discontinued	SPE-UPSDMI-5	UPS DOMESTIC MAIL INNOVATIONS (5)	$259.20
Discontinued	SPE-UPSDMI-50	UPS DOMESTIC MAIL INNOVATIONS (50)	$1,080.00
Discontinued	SPE-UPSDMI-ENT	UPS DOM. MAIL INNOVATIONS (ENTERPRISE)	$3,600.00
Discontinued	SPE-UPSMI-1	UPS DOMESTIC MAIL INNOVATIONS (1)	$162.00
Discontinued	SPE-UPSSP-1	UPS SUREPOST (1)	$108.00
Discontinued	SPE-UPSSP-10	UPS SUREPOST (10)	$360.00
Discontinued	SPE-UPSSP-100	UPS SUREPOST (100)	$1,440.00
Discontinued	SPE-UPSSP-2	UPS SUREPOST (2)	$230.00
Discontinued	SPE-UPSSP-25	UPS SUREPOST (25)	$720.00
Discontinued	SPE-UPSSP-5	UPS SUREPOST (5)	$259.20
Discontinued	SPE-UPSSP-50	UPS SUREPOST (50)	$1,080.00
Discontinued	SPE-UPSSP-ENT	UPS SUREPOST (ENTERPRISE)	$3,600.00
Discontinued	SPE-UPSTDCBC-1	UPS TRADE DIRECT/CROSS BORDER CONS.(1)	$1,620.00
Discontinued	SPE-UPSTDCBC-10	UPS TRADE DIRECT/CROSS BORDER CONS. (10)	$9,000.00
Discontinued	SPE-UPSTDCBC-100	UPS TRADE DIRECT/CROSS BORDER CONS.(100)	$18,000.00
Discontinued	SPE-UPSTDCBC-2	UPS TRADE DIRECT/CROSS BORDER CONS. (2)	$2,700.00
Discontinued	SPE-UPSTDCBC-25	UPS TRADE DIRECT/CROSS BORDER CONS. (25)	$13,500.00
Discontinued	SPE-UPSTDCBC-5	UPS TRADE DIRECT/CROSS BORDER CONS. (5)	$5,400.00
Discontinued	SPE-UPS-TDCBC-50	UPS TRADE DIRECT/CROSS BORDER CONS. (50)	$16,200.00
Discontinued	SPE-UPSTDCBC-ENT	UPS TRADE DIRECT/CROSSBORDER CONS(ENTER)	$18,000.00
Discontinued	SPE-USPS	USPS CARRIER ACTIVATION	$0.00
Discontinued	SPE-USPSAPI-DISC	USPS SHIPPING API -DISCT PROGRAM $0	$0.00
Discontinued	SPE-USPSCS	USPS MANIFEST- CONNECTSHIP USPS SERVER	$0.00
Discontinued	SPML	SENDPRO MULTI LOCATION	$0.00
Discontinued	SPML15	SENDPRO ML UP TO 10 LOCATIONS W/O HW	$0.00
Discontinued	SPML16	SENDPRO ML UP TO 10 LOCATIONS W/ HW	$0.00
Discontinued	SPML17	SENDPRO ML UP TO 25 LOCATIONS W/O HW	$0.00
Discontinued	SPML18	SENDPRO ML UP TO 25 LOCATIONS W/ HW	$0.00
Discontinued	SPML21	SENDPRO ML UP TO 50 LOCATIONS W/O HW	$0.00
Discontinued	SPML22	SENDPRO ML UP TO 50 LOCATIONS W/ HW	$0.00
Discontinued	SPML23	SENDPRO ML UP TO 100 LOCATIONS W/O HW	$0.00
Discontinued	SPML24	SENDPRO ML UP TO 100 LOCATIONS W/ HW	$0.00
Discontinued	SPML25	SENDPRO ML UP TO 300 LOCATIONS W/O HW	$0.00
Discontinued	SPML26	SENDPRO ML UP TO 300 LOCATIONS W/ HW	$0.00
Discontinued	SSL1	1 LOCATION SINGLE WORKSTATION-SUBJECT TO APPROVAL OF 3RD PARTY HOSTING PROVIDER	$900.00
Discontinued	SSL2	2 LOCATION-SUBJECT TO APPROVAL OF 3RD PARTY HOSTING PROVIDER	$3,600.00
Discontinued	SSLC	100 LOCATION-SUBJECT TO APPROVAL OF 3RD PARTY HOSTING PROVIDER	$27,000.00
Discontinued	SSLE	ENTERPRISE LOCATION-SUBJECT TO APPROVAL OF 3RD PARTY HOSTING PROVIDER	$45,000.00
Discontinued	SSLL	50 LOCATION-SUBJECT TO APPROVAL OF 3RD PARTY HOSTING PROVIDER	$18,000.00
Discontinued	SSLN	1 LOCATION MULTIPLE SITE-SUBJECT TO APPROVAL OF 3RD PARTY HOSTING PROVIDER	$2,700.00
Discontinued	SSLS	1 LOCATION SINGLE WORKSTATION SERVER INSTALL-SUBJECT TO APPROVAL OF 3RD PARTY HOSTING PROVIDER	$1,440.00
Discontinued	SSLT	25 LOCATION-SUBJECT TO APPROVAL OF 3RD PARTY HOSTING PROVIDER	$13,500.00
Discontinued	SSLV	5 LOCATION-SUBJECT TO APPROVAL OF 3RD PARTY HOSTING PROVIDER	$6,750.00
Discontinued	SSLX	10 LOCATION-SUBJECT TO APPROVAL OF 3RD PARTY HOSTING PROVIDER	$9,000.00
Discontinued	SSXSHAPI	SSX SHIPPING API	$0.00
Discontinued	STET	SENDSUITE TRACKING ENTERPRISE TOOL KIT	$0.00
Discontinued	T101	CARRIER LOG 1	$0.00
Discontinued	T102	CUSTOMER PROGRAMMABLE CARRIER - 1	$0.00
Discontinued	T103	LTL CUSTOMER PROGRAMMABLE CARRIER	$0.00
Discontinued	T104	HAZMAT	$0.00
Discontinued	T105	DIFFERENTIAL WEIGHING (OFFWEIGHT)	$0.00
Discontinued	T110	MULTI-WORKSTATION CLIENT LICENSE	$0.00
Discontinued	T113	NETQUERY	$0.00
Discontinued	T116	DDX LINK	$0.00
Discontinued	T118	ODBC LINK	$0.00
Discontinued	T124	PC W/ FLAT PANEL MONITOR	$443.00
Discontinued	T196003	SHIPREQUEST MULTI PACK (5 CDS)	$0.00
Discontinued	T196027	SOFTWARE METER INTERFACE - PER METER (DM SERIES ONLY)	$0.00
Discontinued	T209	USPS STD. A BULK MANIFESTING	$0.00
Discontinued	T210	UPS STANDARD MANIFEST RATE BUNDLE	$0.00
Discontinued	T211	UPS HUNDREDWEIGHT RATE BUNDLE	$0.00
Discontinued	T213	UPS DROP SHIPMENT POINTS	$0.00
Discontinued	T214	UPS CONTRACT RATES	$0.00
Discontinued	T215	USPS DOMESTIC RATE BUNDLE	$0.00
Discontinued	T216	USPS INTERNATIONAL RATE BUNDLE	$0.00
Discontinued	T217	USPS BULK RATE BUNDLE	$0.00
Discontinued	T218	USPS MIXED MAIL MANIFESTING	$0.00
Discontinued	T219	USPS DROP SHIPMENT POINTS	$0.00
Discontinued	T230	FEDEX	$0.00
Discontinued	T241	UPS ZIP TO ZONE	$0.00
Discontinued	T242	USPS ZIP TO ZONE	$0.00
Discontinued	T245	USPS 4TH CLASS DBMC MANIFEST	$0.00
Discontinued	T246	ONLINE PLUS FOR UPS PLD	$0.00
Discontinued	T25B	SENDSUITE XPRESS POSTAL MANAGER- SOFTWARE ONLY - USPS METER RATES CAN ADD USPS MANIFESTING	$275.00
Discontinued	T25C	SENDSUITE XPRESS 300 CAN ADD ANY THREE CARRIERS	$474.00
Discontinued	T25D	SENDSUITE XPRESS 400 CAN ADD ANY FOUR CARRIERS	$474.00
Discontinued	T25E	SENDSUITE XPRESS 500 - ALL CARRIERS, NETWORKING AND SIMPLE INTEGRATION	$798.00
Discontinued	T265	USPS STD. A NON-PROFIT SERVICES	$0.00
Discontinued	T271	USPS INTERNATIONAL MANIFESTING	$0.00
Discontinued	T286	SPEEDEE DELIVERY SERVICE	$0.00
Discontinued	T289	FEDEX GROUND DROP SHIP	$0.00

Discontinued	T290	USPS MANIFESTING DROP SHIPMENT POINTS	$0.00
Discontinued	T291	DHL PLUS DROP SHIPMENT POINTS	$0.00
Discontinued	T2AC	STREETSMART ADDRESS CLEANSING	$0.00
Discontinued	T2AF	RDI FEATURE	$0.00
Discontinued	T2CM	CERTIFIED MAIL FEATURE	$0.00
Discontinued	T2DH	DHL	$0.00
Discontinued	T2DS	SHIPPING API DROP SHIP	$0.00
Discontinued	T2EU	E-RETURN RECEIPT FEATURE	$0.00
Discontinued	T2MM	USPS EXPRESS MAIL MANIFESTING	$0.00
Discontinued	T2RH	ASCENT/SSX TO SENDSUITE XPRESS 300 - 3 CARRIER LOYALTY PACKAGE	$917.00
Discontinued	T2RJ	ASCENT/SSX TO SENDSUITE XPRESS 400 - 4 CARRIER LOYALTY PACKAGE	$917.00
Discontinued	T2RK	ASCENT/SSX TO SENDSUITE XPRESS 500 - ALL CARRIER LOYALTY PACKAGE	$1,241.00
Discontinued	T2RL	ASCENT/SSX TO SENDSUITE XPRESS 1000 - ALL CARRIER NETWORKING AND INTEGRATION LOYALTY PACKAGE	$1,507.00
Discontinued	T2SL	SITE LICENSE FOR DESKTOP EXPRESS PLUS	$0.00
Discontinued	T2SU	SECURE ARCHIVE FEATURE	$0.00
Discontinued	T2UM	USPS MANIFEST	$0.00
Discontinued	T2UP	UPS	$0.00
Discontinued	T2US	USPS	$0.00
Discontinued	T310	100 LB. TABLETOP SCALE	$229.00
Discontinued	T313	JB67 149 LB. ROLLERTOP SCALE (CALIFORNIA ONLY)	$330.00
Discontinued	T319	HIGH VOLUME 4IN. ADHESIVE LABEL PRINTER	$396.00
Discontinued	T320	NON-CONTACT PROGRAMMABLE WEDGE SCANNER	$312.00
Discontinued	T322	LOW TO MID VOLUME 4IN. ADHESIVE LABEL PRINTER	$222.00
Discontinued	T330	SHIPREQUEST, 2D SCANNER AND SCANLINK	$348.00
Discontinued	T331	SHIPREQUEST SOFTWARE AND 2D SCANNER	$348.00
Discontinued	T339	CORDLESS WEDGE SCANNER	$415.00
Discontinued	T542	2D IMAGER	$349.00
Discontinued	T544	2IN. GRAPHICS PRINTER	$79.00
Discontinued	T550	ARRIVAL 24/7 STANDBY SOFTWARE SUPPORT	$595.00
Discontinued	T596002	ARRIVAL ETHERNET SWITCH	$0.00
Discontinued	T5C3	ARRIVAL CLIENT LIC TIER 1	$0.00
Discontinued	T5EA	ENHANCED WINMOBIL TRACKING ASSISTANT (T746)	$467.00
Discontinued	T5NL	MULTI-WORKSTATION CLIENT LICENSE	$75.00
Discontinued	T5T3	ARRIVAL WEB CAM	$0.00
Discontinued	T5VT	VISITOR TRACKING FEATURE	$113.00
Discontinued	T61C	MOBILE SCANNER SINGLE BAY CRADLE	$0.00
Discontinued	T65C	MOBILE SCANNER 5 BAY CRADLE	$0.00
Discontinued	T6MD	SSTO - WIRELESS MOBILE SCANNER T6MD	$225.00
Discontinued	T6ME	CELLULAR & WIRELESS MOBILE SCANNER T6ME	$586.00
Discontinued	T6WE	TETHERED WEDGE SCANNER FOR SSTO	$15.00
Discontinued	T764	WIRELESS MOBILE SCANNER T764	$225.00
Discontinued	T765	CELLULAR & WIRELESS MOBILE SCANNER T765	$586.00
Discontinued	TB70001	OFFICERIGHT FOLDER LOCALIZATION KIT- US	$0.00
Discontinued	TFXD	FEDEX ONLINE DROPSHIP	$0.00
Discontinued	TFXO	FXO – FEDEX ONLINE	$0.00
Discontinued	TI01	TABLET OPTION	$208.00
Discontinued	TI02	FIXED BEAM BARCODE W/INSTALL & TRG	$300.00
Discontinued	TI03	2D SCANNER W/INSTALL & TRAINING	$450.00
Discontinued	TI0E	EXIT SCANNING CONTROL PACKAGE	$467.00
Discontinued	TI0G	PROFESSIONAL EXIT SCANNING SOFTWARE	$0.00
Discontinued	TI0H	EXIT SCANNING TRANSPORT AND CAMERA	$1,183.00
Discontinued	TINK	OMR SCAN RELAY 2K W/INSTALL & TRG	$0.00
Discontinued	TS48	CERTIFIED LABELS FOR LOW TO MID VOLUME LABEL PRINTER	$0.00
Discontinued	VP50	SENDSUITE XPRESS 24/7 STANDBY SOFTWARE SUPPORT	$595.00
Discontinued	VS27	PB BACKUP SRVC 1 PER WORKSTATION	$395.00
Discontinued	VS42	SENDSUITE XPRESS USPS ONLY OFFERING	$497.00
Discontinued	VS43	SENDSUITE XPRESS MULTI-CARRIER PACKAGE	$497.00
Discontinued	VS96030	SOFTWARE METER INTERFACE EXPANSION KIT (20 FT)	$0.00
Discontinued	VSDE	SENDSUITE DESKTOP SOFTWARE	$599.00
Discontinued	VSDH	HOSTED SENDSUITE DESKTOP BASE SYSTEM LICENSE	$745.00
Discontinued	VSDP	SENDSUITE DESKTOP BASE SYSTEM LICENSE	$745.00
Discontinued	VSEP	E-CERTIFIED/ERR PRODUCTIVITY PACK	$0.00
Discontinued	VSG2	1 SITE LICENSE FOR LIMITED USERS (UP TO 2 USERS)	$30.00
Discontinued	VSG3	10 SITES LICENSE FOR LIMITED USERS (UP TO 2 USERS)	$262.50
Discontinued	VSG4	50 SITES LICENSE FOR LIMITED USERS (UP TO 2 USERS)	$1,125.00
Discontinued	VSG5	100 SITES LICENSE FOR LIMITED USERS (UP TO 2 USERS)	$1,875.00
Discontinued	VSN1	1 SITE LICENSE FOR UNLIMITED USERS	$375.00
Discontinued	VSNC	100 SITE LICENSES FOR UNLIMITED USERS	$23,400.00
Discontinued	VSNL	50 SITE LICENSES FOR UNLIMITED USERS	$14,100.00
Discontinued	W624	LASER TRAY TAG LABEL AND REPORT PRINTER	$168.00
Discontinued	W823	FEED RIGHT FEEDER FOR DA95F	$1,109.00
Discontinued	WF90008-01	DA80F KIT- US	$0.00
Discontinued	WF90009-01	DA95F KIT- US	$0.00
Discontinued	WPP5	PLANETPRESS IMAGE	$960.00
Discontinued	WPP6	PLANETPRESS OFFICE	$1,820.00
Discontinued	WPP7	PLANETPRESS PRODUCTION	$3,020.00
Discontinued	WPRA	PLANETPRESS UPGRADE FROM OFFICE TO PRODUCTION	$1,580.00
Discontinued	WPYA	RISO COMCOLOR® FW 5230 120 PPM UP TO 300K /MONTH	$3,699.00
Discontinued	WPYD	MULTIFUNCTION FINISHER FG10	$1,418.00
Discontinued	WPYN	RISO COMCOLOR® FW 5231 120 PPM UP TO 300K / MONTH	$3,699.00
Discontinued	WPYP	RISO COMCOLOR® FW 5000 90 PPM UP TO 300K / MONTH	$2,919.00
Discontinued	WPZA	RISO COMCOLOR® GD 7330 UP TO 500K/MONTH	$4,698.00

Discontinued	WPZB	RISO COMCOLOR® GD 9630 UP TO 500K/MONTH	$5,478.00	
Discontinued	WPZM	MULTIFUNCTION FINISHER	$1,418.00	
Discontinued	WRBP	CROSSGRADE PP OFFICE-CONNECT PRINT ONLY	$1,140.00	
Discontinued	WRBR	CROSSGRADE PP PRODUCTION - CONNECT PRINT	$1,140.00	
Discontinued	WRBU	CROSSGRADE PP IMAGING FOR CONNECT	$920.00	
Discontinued	WRBV	CAPTURE ON THE GO - PER USER (UP TO 49)	$0.00	
Discontinued	WRBW	CAPTURE ON THE GO - PER USER (50 TO 99)	$0.00	
Discontinued	WRBX	DEVELOPMENT VERSION PLANETPRESS OFFICE	$450.00	
Discontinued	WRBY	DEVELOPMENT VER PLANETPRESS PRODUCTION	$700.00	
Discontinued	WRBZ	DEVELOPMENT LICENSE PLANETPRESS IMAGING	$250.00	
Discontinued	WS90005-01	DA50S KIT- US	$0.00	
Discontinued	WS90007-01	DA70S KIT- US	$0.00	
Discontinued	ZHA2	15 LB WEIGHING OPTION FOR MT30 SCALE	$0.00	
Discontinued	ZHA5	70 LB WEIGHING OPTION FOR MT7W SCALE	$0.00	
Discontinued	ZHA8	30 LB WEIGHING OPTION FOR MT3W SCALE	$0.00	
Discontinued	ZHA9	149 LB WEIGHING OPTION FOR MT4W SCALE	$0.00	
Discontinued	ZHB3	149 LB WEIGHING OPTION FOR MT49 SCALE	$0.00	
Discontinued	MLBOX-1511-6	6" HIGH LOCK BOX	$0.00	
Discontinued	PTIHGHVOLPRNT	HIGH VOLUME 4IN ADHESIVE LABEL PRINTER	$463.00	
Discontinued	T7MP	LOW TO MID VOLUME LABEL PRINTER	$38.00	
Discontinued	PTILOWVOLPRNT	SPE LOW-VOLUME THERMAL LABEL PRINTER	$41.00	
Discontinued	SYBOL2	ACTIVATION FOR BOLS	$0.00	
Discontinued	SYINF2	ACTIVATION FOR SPE, DMINFINITY	$0.00	
Discontinued	SYAP21	ANALYTICS 2.0 SETUP FEE	$0.00	
Discontinued	SYAT21	ANALYTICS 2.0 TRAINING FEE	$0.00	
Discontinued	SPE45	SPE LOW-VOLUME THERMAL LABEL PRINTER	$36.00	
Discontinued	SYAD21	SENDPRO ANALYTICS TIER 1	$0.00	
Discontinued	SYAD22	SENDPRO ANALYTICS TIER 2	$0.00	
Discontinued	SYAD23	SENDPRO ANALYTICS TIER 3	$0.00	
Discontinued	SYAD24	SENDPRO ANALYTICS TIER 4	$0.00	
Discontinued	SYAD25	SENDPRO ANALYTICS TIER 5	$0.00	
Discontinued	SYAD26	SENDPRO ANALYTICS TIER 6	$0.00	
Discontinued	SYAD27	SENDPRO ANALYTICS TIER 7	$0.00	
Discontinued	9H00	USA SENDPRO C500 BASE	$374.00	
Discontinued	BMT3	BUSINESS MANAGER WIN XP UPGRADE	$0.00	
Discontinued	SL19	HIGH VOLUME 4IN. ADHESIVE LABEL PRINTER	$396.00	
Discontinued	T5F1	NETQUERY OPTION (MUST ORDER 1 T5NL BEYOND NUMBER OF PROCESSING STATIONS FOR NETQUERY)	$225.00	
Discontinued	T5F2	BACKGROUND IMPORT FEATURE	$113.00	
Discontinued	T5F3	FILE LINK / SCAN LINK / GLOBAL UPDATE	$0.00	
Discontinued	T5F8	ODBC INTEGRATION	$299.00	
Discontinued	T5HP	HIGH VOLUME 4IN. ADHESIVE LABEL PRINTER	$396.00	
Discontinued	T5SC	ADD 100 SITES W/ SINGLE WORKSTATION	$7,425.00	
Discontinued	T5SL	ADD 50 SITES W/ SINGLE WORKSTATION	$4,462.50	
Discontinued	TIRG	HEIGHT ADJUSTABLE TABLE; 72IN. W/ SHELF AND LOCKING DOORS	$0.00	
Discontinued	2S6-W	DM SERIES WIRELESS CONNECTIVITY BUNDLE: ENABLES A WIRED (ETHERNET) OR WIRELESS (WI-FI) CONNECTION BETWEEN THE POSTAGE METER AND YOUR ETHERNET NET	$0.00	$0.00
Discontinued	765-0	RED POST INK CARTRIDGE - 1/BOX - UP TO 7,000 IMPRESSIONS (NO ENVELOPE AD), UP TO 3,800 IMPRESSIONS (WITH ENVELOPE AD) - FOR DM200, DM300, DM400	$0.00	$0.00
Discontinued	769-0	RED POSTAL INK CARTRIDGE - 1/BOX - UP TO 400 - 600 IMPRESSIONS OR 3-4 MONTHS - FOR PERSONAL POST	$0.00	$0.00
Discontinued	769-3	RED POSTAL INK CARTRIDGE - 3/BOX - UP TO 400 - 600 IMPRESSIONS OR 3-4 MONTHS PER CARTRIDGE - FOR PERSONAL POST	$0.00	$0.00
Discontinued	771-1	DM SERIES PRINTHEAD - CONTAINS (1) PRINT HEAD AND (2) WIPER BLADES - UP TO 1 MILLION CYCLES - FOR DM500, DM525, DM550, DM575, DM800, DM800I, DM825, DM	$0.00	$0.00
Discontinued	771-2	WIPER BLADE REPLACEMENTS - CONTAINS (2) WIPER BLADES - UP TO 1 MILLION CYCLES - FOR DM500, DM525, DM550, DM575, DM800, DM800I, DM825, DM875, DM900, D	$0.00	$0.00
Discontinued	SYMOL2	ACTIVATION FOR MOLS	$0.00	$0.00
Discontinued	SYTOL2	ACTIVATION FOR TOLS	$0.00	$0.00
Discontinued	PSSS	PREMIER SUPPORT SUBSCRIPTION SERVICE	$2,000.00	$185.80
Discontinued	C300	SENDPRO C 300	$118.00	$10.96
Discontinued	DSH1	HOSTING LEVEL 1-SUBJECT TO APPROVAL OF 3RD PARTY HOSTING PROVIDER	$0.00	$0.00
Discontinued	DSH2	HOSTING LEVEL 2-SUBJECT TO APPROVAL OF 3RD PARTY HOSTING PROVIDER	$0.00	$0.00
Discontinued	DSH3	HOSTING LEVEL 3-SUBJECT TO APPROVAL OF 3RD PARTY HOSTING PROVIDER	$0.00	$0.00
Discontinued	SYAT31	ANALYTICS TRAINING FEE	$0.00	$0.00
Discontinued	LOCKERPM-5	INTELLIGENT LOCKER PROJECT MANAGEMENT-L5	$0.00	$0.00
Discontinued	PSP-S-PM	PITNEYSHIP PRO PROJECT MANAGEMENT	$0.00	$0.00
Discontinued	PT-S-PMA	PITNEYTRACK PROJECT MANAGEMENT - LEVEL A	$0.00	$0.00
Discontinued	PT-S-PMB	PITNEYTRACK PROJECT MANAGEMENT - LEVEL B	$0.00	$0.00
Discontinued	PSSL	306 LETTER OPENER PRO INSTALL-TRAINING	$0.00	$0.00
Discontinued	SSTA	ADMIN TRAINING -UP TO 4HRS	$0.00	$0.00
Discontinued	T515	ADV OPERATOR TRAINING - 4 HRS (2 OPER)	$0.00	$0.00
Discontinued	T514	BASIC OPERATOR TRAINING - 4 HRS (2 OPER)	$0.00	$0.00
Discontinued	BMH1	BUS MGR OPERATOR TRAINING<4HOURS	$0.00	$0.00
Discontinued	BMP1	BUS MGR PROJECT MANAGEMENT<FULL DAY	$0.00	$0.00
Discontinued	BMP0	BUS MGR PROJECT MANAGEMENT<HALF DAY	$0.00	$0.00
Discontinued	BAS2SPE	BUSINESS ANALYSIS - WHITE GLOVE SRV	$0.00	$0.00
Discontinued	BAS2	BUSINESS ANALYSIS - WHITE GLOVE SRV	$0.00	$0.00
Discontinued	BAS1SPE	BUSINESS ANALYSIS SERVICES<1DAY	$0.00	$0.00
Discontinued	BAS1	BUSINESS ANALYSIS SERVICES<1DAY	$0.00	$0.00
Discontinued	BAS0SPE	BUSINESS ANALYSIS SERVICES<4HOURS	$0.00	$0.00
Discontinued	BAS0	BUSINESS ANALYSIS SERVICES<4HOURS	$0.00	$0.00
Discontinued	WRBF	CONNECT ADMINISTRATOR COURSE 1 DAY	$0.00	$0.00
Discontinued	WRBN	CONNECT ADMINISTRATOR COURSE 1 DAY	$0.00	$0.00
Discontinued	WRBC	CONNECT ADVANCED TRNG 2 DAYS	$0.00	$0.00
Discontinued	WRBJ	CONNECT ADVANCED TRNG 2 DAYS	$0.00	$0.00
Discontinued	WRBD	CONNECT FOUND. FULL TRNG 3 DAYS	$0.00	$0.00
Discontinued	WRBK	CONNECT FOUNDATION FULL TRNG 3 DAYS	$0.00	$0.00
Discontinued	WRBB	CONNECT FOUNDATION TRNG 2 DAYS	$0.00	$0.00

Discontinued	WRBH	CONNECT FOUNDATION TRNG 2 DAYS		$0.00	$0.00
Discontinued	WRBA	CONNECT OVERVIEW TRNG 1 DAY		$0.00	$0.00
Discontinued	WRBG	CONNECT OVERVIEW TRNG 1 DAY		$0.00	$0.00
Discontinued	WRBE	CONNECT WORKFLOW ADD-ON TRNG 1 DAY		$0.00	$0.00
Discontinued	WRBM	CONNECT WORKFLOW ADD-ON TRNG 1 DAY		$0.00	$0.00
Discontinued	WSMF	CRIGHT MAILER INSTALL /TRAINING		$0.00	$0.00
Discontinued	SSTD	DESKTOP TRAINING - UP TO 4HRS (2 OPER.)		$0.00	$0.00
Discontinued	T6P1	IMPLEMENTATION PROJECT LEVEL 1 (1 DAY)		$0.00	$0.00
Discontinued	T5Y2	IMPLEMENTATION PROJECT LEVEL 1 (1 DAY)		$0.00	$0.00
Discontinued	SSU1	IMPLEMENTATION PROJECT LEVEL 1 (1 DAY)		$0.00	$0.00
Discontinued	T6P0	IMPLEMENTATION PROJECT LEVEL 1 (1/2 DAY)		$0.00	$0.00
Discontinued	T5Y1	IMPLEMENTATION PROJECT LEVEL 1 (1/2 DAY)		$0.00	$0.00
Discontinued	SSU0	IMPLEMENTATION PROJECT LEVEL 1 (1/2 DAY)		$0.00	$0.00
Discontinued	T6P5	IMPLEMENTATION PROJECT LEVEL 2 (1 DAY)		$0.00	$0.00
Discontinued	SSU5	IMPLEMENTATION PROJECT LEVEL 2 (1 DAY)		$0.00	$0.00
Discontinued	T5Y6	IMPLEMENTATION PROJECT LEVEL 2 (1 DAY)		$0.00	$0.00
Discontinued	T6P4	IMPLEMENTATION PROJECT LEVEL 2 (1/2 DAY)		$0.00	$0.00
Discontinued	SSU4	IMPLEMENTATION PROJECT LEVEL 2 (1/2 DAY)		$0.00	$0.00
Discontinued	T5Y5	IMPLEMENTATION PROJECT LEVEL 2 (1/2 DAY)		$0.00	$0.00
Discontinued	TI0K	INSERTER INSTALLATION & TRAINING		$0.00	$0.00
Discontinued	DIWF	INSTALL AND TRAINING FLAT SEALER		$0.00	$0.00
Discontinued	DF2F	INSTALL/TRAINING FOR DF800/900		$0.00	$0.00
Discontinued	DASU	INSTALLATION & TRAINING		$0.00	$0.00
Discontinued	DITV	INSTALLATION AND TRAINING-STACKERS		$0.00	$0.00
Discontinued	LOCKERPM	INTELLIGENT LOCKER PROJECT MANAGEMENT		$0.00	$0.00
Discontinued	NVWE	INVIEW DASHBOARD SET UP & TRAINING		$0.00	$0.00
Discontinued	MFDPM	MF PROJECT MANAGEMENT - MULTI-LOCATION		$0.00	$0.00
Discontinued	MFD0	MFD0-MF PROJECT MANAGEMENT<HALF DAY		$0.00	$0.00
Discontinued	MFD1	MFD1-MF PROJECT MANAGEMENT<FULL DAY		$0.00	$0.00
Discontinued	MFP0	MFP0-PRO SVC PROJECT-LEVEL 1<HALF DAY		$0.00	$0.00
Discontinued	MFP1	MFP1-PRO SVC PROJECT-LEVEL 1<FULL DAY		$0.00	$0.00
Discontinued	MFP4	MFP4-PRO SVC PROJECT-LEVEL 2<HALF DAY		$0.00	$0.00
Discontinued	MFP5	MFP5-PRO SVC PROJECT-LEVEL 2<FULL DAY		$0.00	$0.00
Discontinued	RIP-PS-MRDF	MRDF PREP INSTALL AND TRAINING		$0.00	$0.00
Discontinued	WPPA	ON SITE 2 DAY PLANETPRESS TRAINING		$0.00	$0.00
Discontinued	SSTE	OPERATOR TRAINING-UP TO 4HRS (2 OPER.)		$0.00	$0.00
Discontinued	T5M2	PROJECT MANAGEMENT (1 DAY)		$0.00	$0.00
Discontinued	SSV1	PROJECT MANAGEMENT (1 DAY)		$0.00	$0.00
Discontinued	T5YC	PROJECT MANAGEMENT (1 DAY)		$0.00	$0.00
Discontinued	T5M1	PROJECT MANAGEMENT (1/2 DAY)		$0.00	$0.00
Discontinued	SSV0	PROJECT MANAGEMENT (1/2 DAY)		$0.00	$0.00
Discontinued	T5YB	PROJECT MANAGEMENT (1/2 DAY)		$0.00	$0.00
Discontinued	RECPM	RECEIVING PROJECT MANAGEMENT		$0.00	$0.00
Discontinued	DITS	SCAN INSTALL & TRAINING		$0.00	$0.00
Discontinued	F9S2	SENDPRO C INSTALL TRNG W SHIPPING		$0.00	$0.00
Discontinued	F9S1	SENDPRO C INSTALL TRNG WO SHIPPING		$0.00	$0.00
Discontinued	F9S6	SENDPRO CSD1 INSTALL AND TRAINING		$0.00	$0.00
Discontinued	SH01	SHREDDER INSTALLATION & TRAINING		$0.00	$0.00
Discontinued	SPEPM	SPE PROJECT MANAGEMENT		$0.00	$0.00
Discontinued	T6RG	SSTO ONSITE HW INST, TRNG<FULL DAY, 4PPL		$0.00	$0.00
Discontinued	T6RF	SSTO REMOTETRAINING<FULL DAY, 4 PEOPLE		$0.00	$0.00
Discontinued	T6RE	SSTO REMOTETRAINING<HALF DAY, 4 PEOPLE		$0.00	$0.00
Discontinued	F9DA	USPS SPECIAL SERVICES TRAINING		$0.00	$0.00
Discontinued	NV2A	INVIEW CUSTOM REPORTS AND TRAINING		$0.00	$0.00
Discontinued	LOCKERK1	INTELLIGENT LOCKER K1		$1,414.00	$131.36
Discontinued	LOCKERK2	INTELLIGENT LOCKER K2		$1,430.00	$132.85
Discontinued	LOCKERK3	INTELLIGENT LOCKER K3		$1,430.00	$132.85
Discontinued	LOCKERK4	INTELLIGENT LOCKER K4		$1,445.00	$134.24
Discontinued	LOCKERK5	INTELLIGENT LOCKER K5		$1,461.00	$135.73
Discontinued	LOCKERK6	INTELLIGENT LOCKER K6		$1,461.00	$135.73
Discontinued	LOCKERK7	INTELLIGENT LOCKER K7		$1,476.00	$137.12
Discontinued	LOCKERK8	INTELLIGENT LOCKER K8		$1,492.00	$138.61
Discontinued	LOCKERK9	INTELLIGENT LOCKER K9		$1,507.00	$140.00
Discontinued	LOCKSYS7	INTELLIGENT LOCKER SYSTEM WITH LOCKERK6		$2,206.00	$204.94
Discontinued	LOCKSYS8	INTELLIGENT LOCKER SYSTEM WITH LOCKERK6		$2,097.00	$194.81
Discontinued	PTN-SHP-ENT	SHIPPING AND MAILING - PITNEY SHIP ENTERPRISE		$0.00	$0.00
Discontinued	F9S3	THIS ORDER WILL INCLUDE A SENDPRO MULTI-LOCATION SHIPPING SUBSCRIPTION IN ADDITION TO THIS SENDPRO AUTOFEED SYSTEM		$0.00	$0.00
Discontinued	F9S4	THIS SENDPRO AUTO FEED SYSTEM WILL BE USED WITH A SENDPRO MULTI-LOCATION SHIPPING SUBSCRIPTION THAT THE CLIENT ALREADY HAS.		$0.00	$0.00
Discontinued	MSGS	SPRINT 4G/3G SUBSCRIPTION		$0.00	$0.00
Discontinued	RS11	RS1100 RISO FW RIP		$250.00	$23.23
Discontinued	SPE-BASIC-CC	PERSONAL CREDIT CARD SHIPPING BUNDLE		$0.00	$0.00
Discontinued	T6MD	WIRELESS MOBILE SCANNER T6MD		$225.00	$20.90
Discontinued	ZHB1	30 LB REMOTE USB SCALE OPTION		$0.00	$0.00
Discontinued	1H00-ML	METER FOR SENDPRO C200		$0.00	$0.00
Discontinued	1H00-MM	METER FOR SENDPRO C300/C400		$0.00	$0.00
Discontinued	G900-ML	METER FOR DM300 SERIES		$0.00	$0.00
Discontinued	G900-MM	METER FOR DM400 SERIES		$0.00	$0.00
Discontinued	PSP19	HIGH VOLUME 4IN. LABEL PRINTER		$412.00	$38.28
Discontinued	SPE19	HIGH VOLUME 4IN. LABEL PRINTER		$396.00	$36.79
Mail Processing Equipment Software	BAS2SPE	SPE BUS. ANALYSIS WHITEGLOVE FOLLOWUP	$510.00	$0.00	$0.00
Mail Processing Equipment Accessories	3CES	DM300C BASE	$0.00	$176.00	$16.35
Mail Processing Equipment Accessories	4CES	DM400C BASE	$0.00	$363.00	$33.72

Mail Processing Equipment Accessories	G9SS-MH	USPS TRACKING SERVICES-NO ACTIVATION	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	NV90	INVIEW SUBSCRIPTION	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	NV90KIT	INVIEW WELCOME KIT	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	PTJ1	SENDPRO POSTAL ACCESS-SUBJECT TO APPROVAL OF 3RD PARTY HOSTING PROVIDER	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	PTJ7	SENDPRO MAILING	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	PTJ8	SENDPRO MAILING	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	PTJA	SENDPRO POSTAL SHIPPING ONLY, 1 USER-SUBJECT TO APPROVAL OF 3RD PARTY HOSTING PROVIDER	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	PTJN	SINGLE USER-SUBJECT TO APPROVAL OF 3RD PARTY HOSTING PROVIDER	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	PTK1	WEB BROWSER INTEGRATION	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	PTK2	CSD2 INTEGRATION	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	PTK3	CONNECT+ METER INTEGRATION	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	PTK5	METER INTEGRATION	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	PTKA	US MARKET	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	SSLSHAPI	SSL SHIPPING API	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	ZHD7	ELECTRONIC TRACKING AND SIGNATURE SERVICES	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	ZHD8	ELECTRONIC RETURN RECEIPT	$0.00/MONTH	$0.00	$0.00
Mail Processing Software	SP360LOCKSF	SP360 LOCKER MANAGEMENT	$49.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	TI7D	2D CAMERA HIGH CAPACITY SHEET FEEDER	$4,216.58	$1,055.00	$98.01
Mail Procssing Equipment	LOCKERA2	KIOSK COLUMN A2: MMKMMM	$4,081.15	$66.00	$6.13
Mail Procssing Equipment	LOCKERA3	KIOSK COLUMN A3: MMKSSL	$4,081.15	$66.00	$6.13
Mail Procssing Equipment	LOCKERA4	KIOSK COLUMN A4: MMKSSMM	$4,233.24	$75.00	$6.97
Mail Procssing Equipment	LOCKERA5	KIOSK COLUMN A5: SSSSKSSL	$4,385.32	$84.00	$7.80
Mail Procssing Equipment	LOCKERA6	KIOSK COLUMN A6: MSSKSSMM	$4,385.32	$84.00	$7.80
Mail Procssing Equipment	LOCKERA7	KIOSK COLUMN A7: MSSKSSSSM	$4,537.41	$93.00	$8.64
Mail Procssing Equipment	LOCKERA8	KIOSK COLUMN A8: SSSSKSSSSM	$4,689.49	$102.00	$9.48
Mail Procssing Equipment	LOCKERA9	KIOSK COLUMN A9: SSSSKSSSSSS	$4,841.58	$111.00	$10.31
Mail Processing Equipment Accessories	RETROUI2	UI PANEL WITH BARCODE SCANNER DOOR WITH SCAN AND ELECTRONICS PKG	$4,740.00	$0.00	$0.00
Mail Processing Equipment Accessories	RETROUI1	UI PANEL WITH BARCODE SCANNER DOOR WITH SCAN AND ELECTRONICS PKG	$4,345.00	$0.00	$0.00
Mail Processing Equipment Accessories	C191	BLUETOOTH DIMENSIONER UNIT W/BC SCANNER	$1,423.52	$112.00	$10.40
Mail Processing Equipment Accessories	LOCKEXP4	EXPRESS LOCKER 4 COLUMNS	$14,193.00	$318.00	$29.54
Mail Processing Equipment Accessories	LOCKEXP5	EXPRESS LOCKER 5 COLUMNS	$17,676.08	$406.00	$37.72
Mail Processing Equipment Accessories	LX-IL1001	EXTRA IPAD & WALL MOUNTING BRACKET	$1,652.64	$0.00	$0.00
Mail Processing Equipment Accessories	W593	FILE BASED PROCESSING WINDOWS 10 PC	$2,626.83	$481.00	$44.69
Mail Procssing Equipment	LOCKERA1	KIOSK COLUMN A1 CAM, BARC, UPS, HUB	$3,407.76	$54.00	$5.02
Mail Procssing Equipment	LOCKER-CBC-WITHUI	LOCKER CBC WITH UI EXCL COMPARTMENTS	$10,155.20	$0.00	$0.00
Mail Processing Equipment Accessories	RIPF	MRDF PREP	$2,206.75	$380.00	$35.30
Mail Processing Equipment Accessories	LXOD	OUTDOOR FRONT LOAD ADD-ON LOCKER	$8,002.72	$853.00	$79.24
Mail Processing Equipment Accessories	LXOE	OUTDOOR FRONT LOAD ALL-MEDIUM SIZED ADD-ON LOCKER	$7,303.12	$772.00	$71.72
Mail Processing Equipment Accessories	LXOG	OUTDOOR FRONT LOAD EXTRA LARGE ADD-ON LOCKER	$7,349.76	$346.00	$32.14
Mail Processing Equipment Accessories	LXOB	OUTDOOR FRONT LOAD MAIN LOCKER WITH TOUCHSCREEN AND ELECTRONICS	$10,663.84	$1,236.00	$114.83
Mail Processing Equipment Accessories	RIPS	RELAY INTEGRITY PRO	$5,005.00	$570.00	$52.95
Mail Processing Equipment Accessories	SH10A	SH0B LIGHT DUTY SHREDDER, SECURITY LVL 4	$890.89	$37.00	$3.44
Mail Processing Equipment Accessories	SH11A	SH1B OFFICE SHREDDER, SECURITY LEVEL 4	$1,218.14	$105.00	$9.75
Mail Processing Equipment Accessories	SH13A	SH3B OFFICE SHREDDER, SECURITY LEVEL 5	$2,757.00	$369.00	$34.28
Mail Processing Equipment Equipment	1E51	SP100 WORKSTATION	$650.00	$69.00	$6.41
Mail Processing Equipment Software	SYINF3	ACTIVATION FOR DM INFINITY	$1,406.86	$0.00	$0.00
Mail Processing Equipment Software	SYBOL3	ACTIVATION FOR DM100-200X, SP MAILSTATN	$156.52	$0.00	$0.00
Mail Processing Equipment Software	SYMOL3	ACTIVATION FOR DM30X-DM40X, SP C SERIES	$469.56	$0.00	$0.00
Mail Processing Equipment Software	SYTOL3	ACTIVATION FOR SP AUTO, SP P SERIES	$886.34	$0.00	$0.00
Mail Processing Equipment Accessories	SYAP31	ANALYTICS SETUP FEE	$185.49	$0.00	$0.00
Mail Processing Equipment Equipment	PSP-T539	CORDLESS SCANNER	$1,974.70	$450.00	$41.81
Mail Processing Equipment Equipment	PSP-TS34	CORDLESS WEDGE SCANNER SPARE BATTERY	$118.30	$0.00	$0.00
Mail Processing Equipment Equipment	PTISIGPLS	COUNTER SIGNATURE PAD PLUS	$2,079.35	$354.00	$32.89
Mail Processing Equipment Equipment	E044162	DISPLAY TABLE STAND	$86.40	$0.00	$0.00
Mail Processing Equipment Accessories	SL-ENV-CFW1	ENVELOPES #10 CERTIFIED MAIL FULL WINDOW, GUMMED, WHITE	$61.87	$0.00	$0.00
Mail Processing Equipment Accessories	SL-ENV-CFW2	ENVELOPES 6" X 9.5" CERTIFIED MAIL FULL WINDOW, GUMMED, WHITE	$86.44	$0.00	$0.00
Mail Processing Equipment Accessories	SL-ENV-CFW3	ENVELOPES 9.5" X 12" CERTIFIED MAIL FULL WINDOW, GUMMED, WHITE	$159.24	$0.00	$0.00
Mail Processing Equipment	SP36001	FEDRAMP MID-VOL THERMAL LABEL PRINTER	$960.05	$234.00	$21.74
Mail Processing Equipment	RFS2	FS2100C RISO RIP W/KEY,MOUSE,MONITOR	$16,038.00	$2,187.00	$203.17
Mail Processing Equipment Accessories	WPTB	GL CMYKG FULL INK PACKAGE	$2,125.00	$0.00	$0.00
Mail Processing Equipment Accessories	PSP47	GRAPHICAL DISPLAY FOR 100LB/200LB SCALE	$131.75	$0.00	$0.00
Mail Processing Equipment Accessories	SPE47	GRAPHICAL DISPLAY FOR 100LB/200LB SCALE	$131.75	$0.00	$0.00
Mail Processing Equipment	PTITAPROCELL	INBOUND TRACKING ASSIST PRO ADD CELL	$2,198.56	$685.00	$63.64
Mail Processing Equipment	PTITAPROWIFI	INBOUND TRACKING ASSIST PRO WIFI	$2,075.71	$264.00	$24.53
Mail Processing Equipment	PTITAWIFI	INBOUND TRACKING ASSISTANT WIFI	$1,273.09	$244.00	$22.67
Mail Processing Equipment	LOCKERPS-5	INTELLIGENT LOCKER IMPLEMENTATION-L5	$405.00	$0.00	$0.00
Mail Processing Equipment	672-7	J645/1E03 CERTIFIED LABELS	$104.65	$0.00	$0.00
Mail Processing Equipment	LOCKERXS	KIOSK COLUMN 22 EXTRA SMALL, 2 MEDIUM	$6,374.66	$234.00	$21.74
Mail Processing Equipment	HVBA	MAILCENTER 1000	$6,357.40	$266.00	$24.71
Mail Processing Equipment	HVBB	MAILCENTER 2000	$7,041.40	$642.00	$59.64
Mail Processing Equipment	HVBD	MAILCENTER 3000	$14,170.00	$1,790.00	$166.29
Mail Processing Equipment	LOCKER-SLOT	MAILSLOT MOD FOR LOCKER DOOR (EACH)	$99.43	$0.00	$0.00
Mail Processing Equipment	PSP20	NON-CONTACT PROGRAMMABLE WEDGE SCANNER	$2,079.35	$219.00	$20.35
Mail Processing Equipment	PSP-S-CA	PITNEYSHIP PRO CARRIER SETUP ASSISTANCE	$181.44	$0.00	$0.00
Mail Processing Equipment	PSP-S-DA	PITNEYSHIP PRO DATA ASSISTANCE	$459.27	$0.00	$0.00
Mail Processing Equipment	PT-S-DA	PITNEYTRACK DATA ASSISTANCE	$498.96	$0.00	$0.00
Mail Processing Equipment	PT-S-PSA	PITNEYTRACK IMPLEMENTATION - LEVEL A	$440.00	$0.00	$0.00
Mail Processing Equipment	PT-S-PSB	PITNEYTRACK IMPLEMENTATION - LEVEL B	$880.00	$0.00	$0.00
Mail Processing Equipment	PTITAPFSCHR	PTI PRO FIVE SLOT CRADLE CHARGER	$886.34	$0.00	$0.00
Mail Processing Equipment	PTITAPFSCEA	PTI PRO FIVE SLOT ETHERNET CHARGER	$1,563.38	$0.00	$0.00
Mail Processing Equipment	PTITAPRB	PTI PRO RUGGED BOOT	$170.52	$0.00	$0.00
Mail Processing Equipment	PTITAPSSCHR	PTI PRO SINGLE SLOT CRADLE CHARGER	$781.69	$0.00	$0.00

Mail Processing Equipment	PTITAPSOTH	PTI PRO SNAP-ON TRIGGER HANDLE	$469.56	$0.00	$0.00
Mail Processing Equipment	PTITAPSB	PTI PRO STANDARD BATTERY	$131.04	$0.00	$0.00
Mail Processing Equipment	PTITAPTAEA	PTI PRO TRACKING ASSISTANT ETHERNET ADAPTER	$624.26	$0.00	$0.00
Mail Processing Equipment	PTITWEDSCN	PTI TETHERED WEDGE SCANNER	$520.52	$18.00	$1.67
Mail Processing Equipment	PTIWWEDSCN	PTI WIRELESS WEDGE SCANNER	$1,974.70	$486.00	$45.15
Mail Processing Equipment	PTI21BSCBTRY	PTI21 BASIC BATTERY	$117.39	$0.00	$0.00
Mail Processing Equipment	PTI21EXTBTRY	PTI21 EXTENDED BATTERY	$126.49	$0.00	$0.00
Mail Processing Equipment	PTI21FSCHR	PTI21 FIVE SLOT CRADLE CHARGER	$1,455.09	$240.00	$22.30
Mail Processing Equipment	PTI21HANDSTRAP	PTI21 HAND STRAP	$53.69	$0.00	$0.00
Mail Processing Equipment	PTI21SSCHR	PTI21 SINGLE SLOT CRADLE CHARGER	$454.09	$75.00	$6.97
Mail Processing Equipment	PTI21SSCEA	PTI21 SINGLE SLOT CRADLE CHARGER W ETHNT	$545.09	$89.00	$8.27
Mail Processing Equipment	PTI21SOFTHOLSTER	PTI21 SOFT HOLSTER	$62.79	$0.00	$0.00
Mail Processing Equipment	PTIMIDVOLPRNT	RECEIVING MID-VOL THERMAL LABEL PRINTER	$960.05	$234.00	$21.74
Mail Processing Equipment	WPL7	RISO GL 7430 <500K/MO WITH I/T	$33,440.00	$4,560.00	$423.63
Mail Processing Equipment	WPL9	RISO GL 9730 <500K/MO WITH I/T	$38,720.00	$5,280.00	$490.51
Mail Processing Equipment	PSP30	SCALE, 100LB TABLETOP SCALE	$1,037.40	$229.00	$21.27
Mail Processing Equipment	PSP32	SCALE, 200LB BALLTOP SCALE	$1,260.55	$333.00	$30.94
Mail Processing Equipment	TI7E	SCANNER MOUNTING KIT HIGH CAP SHEET FDR	$975.24	$0.00	$0.00
Mail Processing Equipment	C5CCF	SENDPRO C AUTO 95 BASE W/ MIN 325 CONTROLS	$2,700.75	$374.00	$34.74
Mail Processing Equipment	HVSP	SHIPPING BUNDLE	$773.50	$41.00	$3.81
Mail Processing Equipment	F9S7	SP MAILSTATION REMOTE INSTALL AND TRAIN	$86.67	$0.00	$0.00
Mail Processing Equipment	FEDASST2	SP360 - CONFIG SERVICES MIGRATION DOC PREP	$2,160.27	$0.00	$0.00
Mail Processing Equipment	PSPM12	STAMP POSTAGE ROLL STARTER	$36.39	$0.00	$0.00
Mail Processing Equipment	PSPM11	STAMP POSTAGE SHEET STARTER	$4.54	$0.00	$0.00
Mail Processing Equipment	HVSTYLUS	STYLUS KIT	$18.20	$0.00	$0.00
Mail Processing Equipment	LOCKER-SHADE	SUNSHADE FOR KIOSK TABLET	$695.96	$0.00	$0.00
Mail Processing Equipment	PSP-T7WE	TETHERED WEDGE SCANNER FOR SPE	$520.52	$17.00	$1.58
Mail Processing Equipment	TAC360CELL	TRACKING ASSISTANT 360 C CELLULAR	$2,035.67	$609.00	$56.58
Mail Processing Equipment	TAC360WIFI	TRACKING ASSISTANT 360 C WIFI ONLY	$1,921.92	$234.00	$21.74
Mail Processing Equipment	WPG7	WPG7 - RISO GL 7430 UP TO 500K A MONTH. INCLUDES INSTALLATION/TRAINING & ENVELOPE FEEDER	$42,417.76	$5,641.00	$524.05
Mail Processing Equipment	WPG9	WPG9 - RISO GL 9730 UP TO 500K A MONTH. INCLUDES INSTALLATION/TRAINING & ENVELOPE FEEDER	$48,137.76	$6,361.00	$590.94
Mail Processing Equipment	PTIMBLPRNT	ZEBRA QN2 BELT PRINTER	$1,444.17	$207.00	$19.23
Mail Processing Equipment	CF2D	2D BARCODE CONSULTING AND DESIGN SERVICE	$1,300.03	$0.00	$0.00
Mail Processing Equipment	TIRV	2D HCSF/INST&TRG/RELAY INTEG PRO ADV	$5,339.04	$2,005.00	$186.27
Mail Processing Equipment	TIRT	2D HCSF/INST&TRG/RELAY INTEG PRO STD	$3,932.88	$1,625.00	$150.96
Mail Processing Equipment	TI94	2D I&T C-DOUBLE FRONT /HALF- Z BACK /RIP	$2,717.40	$1,038.00	$96.43
Mail Processing Equipment	TI95	2D I&T HALF -Z FRONT/C- DOUBLE BACK/RIP	$2,717.40	$1,038.00	$96.43
Mail Processing Equipment	TIRW	2D TOWER/INST&TRG/RELAY INTEG PRO ADV	$3,932.88	$2,187.00	$203.17
Mail Processing Equipment	TIRU	2D TOWER/INST&TRG/RELAY INTEG PRO STD	$2,613.24	$1,807.00	$167.87
Mail Processing Equipment	TITA	33X33X29-36 STORAGE CABINET	$1,412.70	$0.00	$0.00
Mail Processing Equipment	TITB	45.5X33X29-36 STORAGE CABINET	$1,477.56	$0.00	$0.00
Mail Processing Equipment	SL-397-D	70LB SCALE	$136.08	$0.00	$0.00
Mail Processing Equipment	SSVA	ADDRESS EZ IMPORT SERVICE	$1,792.84	$0.00	$0.00
Mail Processing Equipment	BAS3	BAS3-BUS ANALYST WHITE GLOVE SERVICE	$481.60	$0.00	$0.00
Mail Processing Equipment	DT3D	BASIC INSTALL/TRAIN W360 TABBER	$463.24	$0.00	$0.00
Mail Processing Equipment	BMH4	BM V2ORV3 TO NEW SYS DATA MIGRATION	$739.26	$0.00	$0.00
Mail Processing Equipment	BMH3	BUS MGR DATA CONVERSION SERVICES	$739.26	$0.00	$0.00
Mail Processing Equipment	WSMG	CRIGHTMAILER INSTALL TRAIN MAIL RUN ASST	$1,405.44	$0.00	$0.00
Mail Processing Equipment	WRBQ-IVC	CROSSGRADE PP OFFICE TO CONNECT IVC	$8,027.80	$2,500.00	$232.25
Mail Processing Equipment	WRBT-IVC	CROSSGRADE PP PRODUCTION TO CONNECT IVC	$6,657.20	$2,500.00	$232.25
Mail Processing Equipment	C19S	CUBETAPE REMOTE PRO INSTALL	$172.48	$0.00	$0.00
Mail Processing Equipment	LX-CUSTOM	CUSTOM COLOR (REQUIRES MANUAL CONFIGURATION)	$1,166.00	$0.00	$0.00
Mail Processing Equipment	NVBA	DEPLOYMENT SERVICES - LEVEL 1	$275.71	$0.00	$0.00
Mail Processing Equipment	NVBB	DEPLOYMENT SERVICES - LEVEL 2	$462.15	$0.00	$0.00
Mail Processing Equipment	NVBC	DEPLOYMENT SERVICES - LEVEL 3	$741.81	$0.00	$0.00
Mail Processing Equipment	NVBD	DEPLOYMENT SERVICES - LEVEL 4	$1,393.56	$0.00	$0.00
Mail Processing Equipment	NVBE	DEPLOYMENT SERVICES - LEVEL 5	$2,791.07	$0.00	$0.00
Mail Processing Equipment	WPS0	DESIGN SERVICES	$127.20	$0.00	$0.00
Mail Processing Equipment	SPESLENVCFW1	ENVELOPES #10 CERTIFIED–FULL WINDOW	$53.48	$0.00	$0.00
Mail Processing Equipment	SPESLENVCFW2	ENVELOPES 6 X 9.5 CERTIFIED–FULL WINDOW	$74.87	$0.00	$0.00
Mail Processing Equipment	SPESLENVCFW3	ENVELOPES 9"X12" CERTIFIED–FULL WINDOW	$197.16	$0.00	$0.00
Mail Processing Equipment	SSVE	ERR COVERSHEET INTERFACE FOR SSL-PP	$4,975.76	$0.00	$0.00
Mail Processing Equipment	LOCKEXP6	EXPRESS LOCKER 6 COLUMNS	$21,234.40	$494.00	$45.89
Mail Processing Equipment	LOCKEXP7	EXPRESS LOCKER 7 COLUMNS	$24,717.48	$582.00	$54.07
Mail Processing Equipment	LOCKHIGAIN	EXTERNAL HIGH GAIN ANTENNA FOR VODAPHONE LOCKER CELLULAR MODOM AND ANTENNA	$539.75	$0.00	$0.00
Mail Processing Equipment	LX-IL1002	EXTRA TOUCHSCREEN-HANDHELD IPAD MINI WITH A HANDHELD CASE	$1,212.64	$0.00	$0.00
Mail Processing Equipment	F7WT	FILE BASED PROCESSING SETUP	$1,142.91	$0.00	$0.00
Mail Processing Equipment	T790041	FIVE BAY ETHERNET CRADLE-T764/5,T6MD/E	$1,408.76	$0.00	$0.00
Mail Processing Equipment	WPTZ	FT 4 CARTRIDGE STARTER INK PACK	$1,890.00	$0.00	$0.00
Mail Processing Equipment	DITU	HIGH CAP SHEET FDR,INSTALL & TRAIN	$356.44	$0.00	$0.00
Mail Processing Equipment	LXAD	INDOOR FRONT LOAD ADD-ON LOCKER	$6,187.28	$762.00	$70.79
Mail Processing Equipment	LXAE	INDOOR FRONT LOAD ALL-MEDIUM SIZED ADD-ON LOCKER	$5,487.68	$672.00	$62.43
Mail Processing Equipment	LXAG	INDOOR FRONT LOAD EXTRA LARGE ADD-ON LOCKER	$5,487.68	$269.00	$24.99
Mail Processing Equipment	LXAX	INDOOR FRONT LOAD HIGH DENSITY ADD-ON LOCKER	$9,498.72	$1,188.00	$110.37
Mail Processing Equipment	LXAB	INDOOR FRONT LOAD MAIN LOCKER WITH TOUCHSCREEN AND ELECTRONICS	$7,902.40	$960.00	$89.18
Mail Processing Equipment	LXAM	INDOOR FRONT LOAD SMALL/MEDIUM ADD-ON LOCKER	$6,327.20	$780.00	$72.46
Mail Processing Equipment	WPD8	INSTALLATION OF ADDL COMPONENTS	$282.68	$0.00	$0.00
Mail Processing Equipment	LOCKERB	INTELLIGENT LOCKER B	$4,724.30	$158.00	$14.68
Mail Processing Equipment	LOCKERC	INTELLIGENT LOCKER C	$4,585.00	$150.00	$13.94
Mail Processing Equipment	LOCKERD	INTELLIGENT LOCKER D	$4,445.70	$142.00	$13.19
Mail Processing Equipment	LOCKERE	INTELLIGENT LOCKER E	$4,445.70	$142.00	$13.19
Mail Processing Equipment	LOCKERG	INTELLIGENT LOCKER G	$4,305.70	$133.00	$12.36

Mail Processing Equipment	LOCKERI	INTELLIGENT LOCKER I	$4,027.10	$117.00	$10.87
Mail Processing Equipment	LOCKERPS	INTELLIGENT LOCKER IMPLEMENTATION	$830.00	$0.00	$0.00
Mail Processing Equipment	LOCKERJ	INTELLIGENT LOCKER J	$4,027.10	$117.00	$10.87
Mail Processing Equipment	LOCKERU	INTELLIGENT LOCKER U	$3,072.72	$63.00	$5.85
Mail Processing Equipment	LOCKERV	INTELLIGENT LOCKER V	$2,825.34	$46.00	$4.27
Mail Processing Equipment	1E60	LASER REPORT PRINTER	$798.68	$226.00	$21.00
Mail Processing Equipment	JRMM	LEASE ADDITION OF SAAS SUBSCRIPTION	$9.10	$0.00	$0.00
Mail Processing Equipment	LOCKER-CBC-NOUI	LOCKER CBC WITHOUT UI EXCL COMPARTMENTS	$3,695.12	$0.00	$0.00
Mail Processing Equipment	LOCKER-CC	LOCKER COMPARTMENT FOR CBC (EACH)	$178.45	$8.00	$0.74
Mail Processing Equipment	AM-CUSTOM	LOCKER CUSTOM COLOR	$970.64	$0.00	$0.00
Mail Processing Equipment	LX-AR101	LUXER ASSISSTIVE CONTROLLER - TACTILE DEVICE FOR THE SEEING IMPAIR	$613.21	$0.00	$0.00
Mail Processing Equipment	WSM4	MAIL COACH TRAIN 12 HOURS 4 PEOPLE	$2,473.70	$0.00	$0.00
Mail Processing Equipment	WSM6	MAIL COACH TRAIN 12 HOURS/ 6 PEOPLE	$4,615.92	$0.00	$0.00
Mail Processing Equipment	WSMC	MAIL COACH TRAIN 8 HOURS / 2 PEOPLE	$930.15	$0.00	$0.00
Mail Processing Equipment	F9DS	MAIL MACHINE TUNE UP	$360.72	$0.00	$0.00
Mail Processing Equipment	F3C2	MAIL RUN ASSISTANCE 2 HOURS	$281.05	$0.00	$0.00
Mail Processing Equipment	TI0L	MAIL RUN ASSIST-UP TO 4 HOURS	$508.76	$0.00	$0.00
Mail Processing Equipment	SPESRPS	OCR SCANNER REMOTE PRO INSTALL	$261.03	$0.00	$0.00
Mail Processing Equipment	DLA4	OMATION 410 HIGH SPEED LETTER OPENER WITH PRINTER. INCLUDES INSTALL & TRAINING 120V	$8,740.71	$1,106.00	$102.75
Mail Processing Equipment	CFOMR	OMR CONSULTING AND ANALYSIS SERVICE	$1,298.43	$0.00	$0.00
Mail Processing Equipment	WPPC	ON-SITE PLANETPRESS ADVANCED TRAINI	$3,502.00	$0.00	$0.00
Mail Processing Equipment	WPPB	ON-SITE PLANETPRESS CUSTOM TRAIN	$2,626.50	$0.00	$0.00
Mail Processing Equipment	TITC	OPTIONAL CASTERS FOR INSERTER TABLES	$429.94	$0.00	$0.00
Mail Processing Equipment	F9SL	PC METER CONNECT INSTALL	$92.43	$0.00	$0.00
Mail Processing Equipment	PSHIP01	PITNEYSHIP MID-VOL THERMAL LABEL PRINTER	$960.05	$234.00	$21.74
Mail Processing Equipment	SPESSVE	PLANETPRESS CONNECT PLUG-IN	$4,693.68	$0.00	$0.00
Mail Processing Equipment	RCSE	PRO SERVICES-RELAY INTEGRITY EXPRESS	$282.08	$0.00	$0.00
Mail Processing Equipment	FNP1	PROFESSIONAL INSTALL FOR FURNITURE	$58.89	$0.00	$0.00
Mail Processing Equipment	F9S5	PROFESSIONAL INSTALLATION (LV)	$275.20	$0.00	$0.00
Mail Processing Equipment	F9SA	PROFESSIONAL INSTALLATION (LV)	$139.83	$0.00	$0.00
Mail Processing Equipment	NVAB	PROFESSIONAL SERIVCES - LEVEL 2	$462.15	$0.00	$0.00
Mail Processing Equipment	NVAC	PROFESSIONAL SERIVCES - LEVEL 3	$744.44	$0.00	$0.00
Mail Processing Equipment	NVAD	PROFESSIONAL SERIVCES - LEVEL 4	$930.92	$0.00	$0.00
Mail Processing Equipment	NVAE	PROFESSIONAL SERIVCES - LEVEL 5	$1,678.32	$0.00	$0.00
Mail Processing Equipment	NVAF	PROFESSIONAL SERIVCES - LEVEL 6	$3,267.84	$0.00	$0.00
Mail Processing Equipment	NVAA	PROFESSIONAL SERVICES - LEVEL 1	$180.18	$0.00	$0.00
Mail Processing Equipment	COVER-SPC	PROTECTIVE DUST COVER - SENDPRO C	$48.64	$0.00	$0.00
Mail Processing Equipment	COVER-SPCA	PROTECTIVE DUST COVER - SENDPRO C AUTO	$56.63	$0.00	$0.00
Mail Processing Equipment	COVER-SPM	PROTECTIVE DUST COVER - SPMAILSTATION	$30.34	$0.00	$0.00
Mail Processing Equipment	LOCKERREAR	REAR ACCESS LOCKERS	$970.64	$0.00	$0.00
Mail Processing Equipment	RMV2	RECEIVING MID-VOL THERMAL LABEL PRINTER	$928.40	$234.00	$21.74
Mail Processing Equipment	TI0M	RELAY 9000 INSTALLATION AND TRAINING	$1,445.00	$0.00	$0.00
Mail Processing Equipment	SL-SPM8R	REMAN QL800	$75.65	$0.00	$0.00
Mail Processing Equipment	RIP-PS-AJS	RIP - ADDITIONAL JOB SETUP	$177.45	$0.00	$0.00
Mail Processing Equipment	RIPC	RIP CONNECTRIGHT MAILER	$273.00	$57.00	$5.30
Mail Processing Equipment	RIP-PSO	RIP INSTALL AND TRAIN-ONSITE-1 JOB SETUP	$2,275.00	$0.00	$0.00
Mail Processing Equipment	RIP-PSR	RIP INSTALL AND TRAIN-REMOTE-1 JOB SETUP	$523.25	$0.00	$0.00
Mail Processing Equipment	RIP-PS-CRM-AJS	RIP WITH CRM - ADDITIONAL JOB SETUP	$238.95	$0.00	$0.00
Mail Processing Equipment	RIP-PSO-CSR	RIP-INSTALL ONSITE WITH HW BY CSR	$270.00	$0.00	$0.00
Mail Processing Equipment	RIP-PS-MRDF-CSR	RIP-INSTALL-MRDF PREP WITH HW BY CSR	$382.50	$0.00	$0.00
Mail Processing Equipment	WPSF	RISO ADD'L 2000 SHEET FEEDER FG20 W I/T	$5,225.44	$589.00	$54.72
Mail Processing Equipment	WPT3	RISO FT 5000 <300K/MO WITH I/T	$23,660.00	$3,006.00	$279.26
Mail Processing Equipment	WPT6	RISO FT 5000 <300K/MO WITH I/T & ENV FDR	$32,456.16	$4,088.00	$379.78
Mail Processing Equipment	WPT4	RISO FT 5230 <300K/MO WITH I/T	$29,815.00	$3,798.00	$352.84
Mail Processing Equipment	WPT7	RISO FT 5230 <300K/MO WITH I/T & ENV FDR	$39,054.98	$4,880.00	$453.35
Mail Processing Equipment	WPT5	RISO FT 5430 <300K/MO WITH I/T	$32,930.00	$4,158.00	$386.28
Mail Processing Equipment	WPT8	RISO FT 5430 <300K/MO WITH I/T & ENV FDR	$43,093.80	$5,240.00	$486.80
Mail Processing Equipment	WPFT	RISO MULTI FUNCTION FINISHER FG20 S-8918	$13,877.50	$1,672.00	$155.33
Mail Processing Equipment	RS12R	RISO RS1200C RIP W/KEY, MOUSE, MONITOR	$12,100.00	$300.00	$27.87
Mail Processing Equipment	E-1001	RISO SS ENVELOPE CONVEYOR	$2,670.00	$409.00	$38.00
Mail Processing Equipment	E-1000	RISO SS ENVELOPE FEEDER	$9,196.00	$1,081.00	$100.43
Mail Processing Equipment	SPS1	SENDPRO 360 SAAS ONBOARDING	$850.00	$0.00	$0.00
Mail Processing Equipment	ACPP	SENDPRO ACCOUNTING PROPACK <100 BARCODES	$176.96	$0.00	$0.00
Mail Processing Equipment	PTIP	SENDPRO NETWORKED PRINTER INSTALLATION	$214.32	$0.00	$0.00
Mail Processing Equipment	SSTR	SOLUTIONS DESIGN WORKSHOP	$7,264.18	$0.00	$0.00
Mail Processing Equipment	1E48	SP100 LABEL PRINTER	$433.30	$36.00	$3.34
Mail Processing Equipment	1e47	SP100 LABEL PRINTER WITH LIFTER BASE	$433.30	$36.00	$3.34
Mail Processing Equipment	1E53	SP100 NETWORK SENDKIT	$857.00	$36.00	$3.34
Mail Processing Equipment	SPESSVG	SPE BATCH PROCESSING TOOL	$2,816.70	$0.00	$0.00
Mail Processing Equipment	SPE-DESIGNSVC	SPE DESIGN SERVICES	$810.00	$0.00	$0.00
Mail Processing Equipment	SPE46	SPE MID-VOLUME THERMAL LABEL PRINTER	$960.05	$234.00	$21.74
Mail Processing Equipment	SMS1	SSL SPS MID ASSIST SVC	$456.30	$0.00	$0.00
Mail Processing Equipment	VPPJ	SST ADVANCED OP TRAIN - 4 HRS (2 OP)	$835.85	$0.00	$0.00
Mail Processing Equipment	VPPH	SST BASIC OP TRAIN - 4 HRS (2 OPERATORS)	$835.85	$0.00	$0.00
Mail Processing Equipment	VPPG	SST INSTALL SMART CLIENT ON CUSTOMER PC	$370.92	$0.00	$0.00
Mail Processing Equipment	SPE-SL-SPM01	STAMPS - 5 SHEETS W/125 STAMPS TOTAL	$4.25	$0.00	$0.00
Mail Processing Equipment	SPE-T7WE	TETHERED WEDGE SCANNER FOR SPE	$469.04	$15.00	$1.39
Mail Processing Equipment	T7WE	TETHERED WEDGE SCANNER FOR SSTO	$469.04	$15.00	$1.39
Mail Processing Equipment	T5AG	TRACKING ASSISTANT CONFIGURATION - 2 HRS	$345.95	$0.00	$0.00
Mail Processing Equipment	TASSTCELL	TRACKING ASSISTANT SST CELLULAR	$1,981.12	$609.00	$56.58
Mail Processing Equipment	TASSTWIFI	TRACKING ASSISTANT SST WIFI ONLY	$1,870.42	$234.00	$21.74
Mail Processing Equipment	TACSSTOCELL	TRACKING ASSISTANT SSTO C CELLULAR	$1,981.12	$609.00	$56.58

Mail Processing Equipment	TACSSTOWIFI	TRACKING ASSISTANT SSTO C WIFI ONLY	$1,870.42	$234.00	$21.74
Mail Processing Equipment	LOCKUI2	UI PANEL WITH BARCODE AND ADA DOOR WITH SCAN ADA AND ELECT	$3,875.89	$773.06	$71.82
Mail Processing Equipment	LOCKUI1	UI PANEL WITH BARCODE SCANNER DOOR WITH SCAN AND ELECTRONICS PKG	$3,453.84	$736.66	$68.44
Mail Processing Equipment	LX-UL	UL CERTIFIED LOCKER	$238.50	$0.00	$0.00
Mail Processing Equipment	APKM1	UNLIMITED ACCOUNTING FOR PSERIES	$4,536.00	$0.00	$0.00
Mail Processing Equipment	SLEP	USPS BPOD SPLITTER TOOL	$3,075.00	$0.00	$0.00
Mail Processing Equipment	7W00-ML	METER SUBSCRIPTION FOR MAILCENTER 1000	$43.00/MONTH	$0.00	$0.00
Mail Processing Equipment	7W00-MM	METER SUBSCRIPTION FOR MAILCENTER 2000	$44.00/MONTH	$0.00	$0.00
Mail Processing Equipment	7W00-MH	METER SUBSCRIPTION FOR MAILCENTER 3000	$66.88/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SYAB1	ANALYTICS - 2 PRODUCTS	$15.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SYILP3	ANALYTICS ACTIVATION FOR LOCKERS	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SYMAIL03	ANALYTICS ACTIVATION FOR MAILING	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SYPSP3	ANALYTICS ACTIVATION FOR PITNEYSHIP PRO	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SYSPE3	ANALYTICS ACTIVATION FOR SPE	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SYSPO3	ANALYTICS ACTIVATION FOR SENDPRO ONLINE	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SYSSTO3	ANALYTICS ACTIVATION FOR RECEIVING, SSTO	$0.00/MONTH	$0.00	$0.00
Mail Processing Software	SYAD31	ANALYTICS 360 TIER A	$60.00/MONTH	$0.00	$0.00
Mail Processing Software	SYAD32	ANALYTICS 360 TIER B	$300.00/MONTH	$0.00	$0.00
Mail Processing Software	SYAD33	ANALYTICS 360 TIER C	$800.00/MONTH	$0.00	$0.00
Mail Processing Software	SYAD34	ANALYTICS 360 TIER D	$1500.00/MONTH	$0.00	$0.00
Mail Processing Software	SYAD35	ANALYTICS 360 TIER E	$2500.00/MONTH	$0.00	$0.00
Mail Processing Software	SYAD36	ANALYTICS 360 TIER F	$3700/MONTH	$0.00	$0.00
Mail Processing Software	SYAD37	ANALYTICS 360 TIER G	$5000/MONTH	$0.00	$0.00
Mail Processing Software	CAA360E3	SP360 COST ACCOUNTING	$0.00	$0.00	$0.00
Mail Processing Software	SP360ACCTSF	SP360 ANALYTICS	$100.00/MONTH	$0.00	$0.00
Mail Processing Software	SP360TRACSF	SP360 RECEIVING	$100.00/MONTH	$0.00	$0.00
Mail Processing Software	SP360SENDSF	SP360/PITNEYSHIP PRO	$100.00/MONTH	$0.00	$0.00
Mail Processing Software	SP360ML10	SP360/PITNEYSHIP PRO 10 LOCATIONS	$300.00/MONTH	$0.00	$0.00
Mail Processing Software	SP360ML100	SP360/PITNEYSHIP PRO 100 LOCATIONS	$1000.00/MONTH	$0.00	$0.00
Mail Processing Software	SP360ML1000	SP360/PITNEYSHIP PRO 1000 LOCATIONS	$5000/MONTH	$0.00	$0.00
Mail Processing Software	SP360ML25	SP360/PITNEYSHIP PRO 25 LOCATIONS	$500.00/MONTH	$0.00	$0.00
Mail Processing Software	SP360ML300	SP360/PITNEYSHIP PRO 300 LOCATIONS	$2000.00/MONTH	$0.00	$0.00
Mail Processing Software	SP360ML3000	SP360/PITNEYSHIP PRO 3000 LOCATIONS	$13500.00/MONTH	$0.00	$0.00
Mail Processing Software	SP360ML50	SP360/PITNEYSHIP PRO 50 LOCATIONS	$600.00/MONTH	$0.00	$0.00
Mail Processing Software	CAA360E	ACTIVATION FOR ALM CONTROL OF COST ACCOUNTS	$170.00/MONTH	$0.00	$0.00
Mail Processing Software	ANALYTICS4SP360F	SENDPRO 360 ANALYTICS	$0.00	$0.00	$0.00
Mail Processing Software	SP360EQTF	EQUIPMENT CONNECTIVITY (METERS)	$100.00/MONTH	$0.00	$0.00
Mail Processing Software	HV1P	MAILCENTER PRINTER	$0.00	$398.40	$37.01
Mail Processing Software	CAADL	ENTERPRISE COST ACCTG FOR SP MAIL CENTER	$60.00/MONTH	$0.00	$0.00
Mail Processing Software	CAAD1	ENTERPRISE COST ACCOUNTING FOR PSERIES	$0.00/MONTH	$0.00	$0.00
Mail Processing Software	CAABL	BASIC COST ACCTG FOR SP MAIL CENTER	$15.00/MONTH	$0.00	$0.00
Mail Processing Software	CAAAL	BRONZE COST ACCTG FOR SP MAIL CENTER	$0.00/MONTH	$0.00	$0.00
Mail Processing Software	CAACL	PREMIUM COST ACCTG FOR SP MAIL CENTER	$35.00/MONTH	$0.00	$0.00
Mail Processing Software	CAAEL	UNLIMITED COST ACCTG FOR SP MAIL CENTER	$170.00/MONTH	$0.00	$0.00
Mail Processing Software	HV96000	WEIGHING PLATFORM	$0.00	$0.00	$0.00
Mail Processing Software	APKG	SHIPPING APP FEATURES	$0.00	$0.00	$0.00
Mail Processing Software	APSL	160/95 LPM SPEED	$5,901.00	$0.00	$0.00
Mail Processing Software	APSM	180/115 LMP SPEED	$7,701.00	$0.00	$0.00
Mail Processing Software	HVPS	MAIL CENTER POWER STACKER	$1,717.00	$275.00	$25.55
Mail Processing Software	PTNY-SHP-PRO	SHIPPING AND MAILING - PITNEY SHIP PRO	$0.00/MONTH	$0.00	$0.00
Mail Processing Software	PS-PRO-K	PS PRO - 100,000 TRANSACTIONS PER MONTH	$5940.00/MONTH	$0.00	$0.00
Mail Processing Software	PS-PRO-L	PS PRO - 150,000 TRANSACTIONS PER MONTH	$8100.00/MONTH	$0.00	$0.00
Mail Processing Software	PS-PRO-J	PS PRO - 50,000 TRANSACTIONS PER MONTH	$3500/MONTH	$0.00	$0.00
Mail Processing Software	PS-PRO-D	1,000 LABELS PER MONTH	$230.00/MONTH	$0.00	$0.00
Mail Processing Software	PS-PRO-H	10,000 LABELS PER MONTH	$1600.00/MONTH	$0.00	$0.00
Mail Processing Software	PS-PRO-B	100 LABELS PER MONTH	$58.00/MONTH	$0.00	$0.00
Mail Processing Software	PS-PRO-E	2,500 LABELS PER MONTH	$475.00/MONTH	$0.00	$0.00
Mail Processing Software	PS-PRO-I	25,000 LABELS PER MONTH	$2250.00/MONTH	$0.00	$0.00
Mail Processing Software	PS-PRO-F	5,000 LABELS PER MONTH	$850.00/MONTH	$0.00	$0.00
Mail Processing Software	PS-PRO-C	500 LABELS PER MONTH	$125.00/MONTH	$0.00	$0.00
Mail Processing Software	PS-PRO-G	7,500 LABELS PER MONTH	$1450.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	APAXL	COST ACCTG ACCOUNTS LEVEL (100) MC	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	MW92705	MAIL CENTER 15in DISPLAY	$0.00	$0.00	$0.00
Mail Processing Equipment Software	APAYL	COST ACCTG ACCOUNTS LEVEL (500) MC	$0.00	$0.00	$0.00
Mail Processing Equipment Software	NUMUSERS	Number of Users	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	LBLVOL	Label Volume Band	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	NUMCAR	Number of Carriers	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	ERRINC	Includes USPS ERR	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipemnt Software	OVERAGEVOL1	Over Volume Bank 1 $0.15 per piece	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	1GW9	10 LB INTEGRATED WEIGHING	$1,193.00	$0.00	$0.00
Mail Processing Equipment Accessories	APA2	100 DEPT ANALYTICS	$516.00	$0.00	$0.00
Mail Processing Equipment Accessories	APA5	1000 DEPT ANALYTICS	$1,198.00	$0.00	$0.00
Mail Processing Equipment Accessories	APA7	2000 DEPT ANALYTICS	$1,514.00	$0.00	$0.00
Mail Processing Equipment Accessories	AZBG	BLACK GRAPHICS UPGRADE	$594.00	$0.00	$0.00
Mail Processing Equipment Accessories	DI9P	FILE BASED PROCESSING	$12,637.68	$1,189.00	$110.46
Folders-Inserters	F790018	18 IN. CONSOLE EXTENSION	$300.00	$0.00	$0.00
Folders-Inserters	F7SB	BARCODE SCANNING SOFTWARE	$619.00	$0.00	$0.00
Mail Processing Equipment Accessories	MP4X	DIFFERENTIAL WEIGHING FOR 70 LB SCALE	$767.00	$0.00	$0.00
Mail Processing Equipment Accessories	MP5X	DIFFERENTIAL WEIGHING FOR 149 LB SCALE	$1,036.00	$0.00	$0.00
Mail Processing Equipment Accessories	MSD2	15" COLOR TOUCH DISPLAY	$767.00	$0.00	$0.00
Mail Processing Equipment Software	SPE-TIER2-1000	SENDPRO ENTERPRISE TIER 2 SUB 1000	$336.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-TIER2-2500	SENDPRO ENTERPRISE TIER 2 SUB 2500	$600.00/MONTH	$0.00	$0.00

Mail Processing Equipment Software	SPE-TIER2-5000	SENDPRO ENTERPRISE TIER 2 SUB 5000	$960.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-TIER3-100000	SENDPRO ENTERPRISE TIER 3 SUB 100000	$6717.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-TIER3-2500	SENDPRO ENTERPRISE TIER 3 SUB 2500	$768.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-TIER3-5000	SENDPRO ENTERPRISE TIER 3 SUB 5000	$1200.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	SPY9	LASER PRINTER 1E21	$601.00	$168.00	$15.61
Folders-Inserters	TI9G	RELAY 9000 2D / 1D SCANNER (2 POSITIONS-INCLUDES LARGE TRAY)	$5,509.00	$748.00	$69.49
Folders-Inserters	TI9J	RELAY 9000 INSERTER W/INST/TRG<500K MO W/ BASE, MAIL FEEDER, TOWER FDR & BKLT FEEDER	$7,771.00	$1,085.00	$100.80
Folders-Inserters	TI9K	HIGH CAPACITY BIN FOR HIGH SHEET COUNT SETS (2 POSITIONS)	$992.00	$0.00	$0.00
Folders-Inserters	TI9N	STRAIGHT IN LINE POWER STACKER KIT	$290.00	$0.00	$0.00
Folders-Inserters	TIHC	HIGH CAPACITY SHEET FEEDER	$6,084.00	$902.00	$83.80
Mail Processing Equipment Accessories	4W00-MH	METER FOR CONNECT+3000 & SENDPRO P3000	$66.01/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	4W00-ML	METER FOR CONNECT+500 /SENDPRO P SERIES METER15000	$45.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	4W00-MM	METER FOR CONNECT+1000/2000 & SENDPRO P1000/2000	$45.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	7H00-ML	IMI METER FOR SENDPRO C200	$19.98/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	7H00-MH	METER FOR SENDPRO C AUTO	$40.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	7H00-MM	IMI METER FOR SENDPRO C300/C400	$31.27/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SMS1SPE	SPE SPS MID Assist Service	$448.43	$0.00	$0.00
Mail Processing Equipment Software	SMSD	DATA ASSISTANCE	$424.39	$0.00	$0.00
Mail Processing Equipment Software	SMSC	CARRIER SETUP ASSISTANCE	$167.25	$0.00	$0.00
Mail Processing Equipment	H6DP	H6DP-COMCOLOR BASIC INSTALL/TRAIN	$870.00	$0.00	$0.00
Mail Processing Equipment	HPAG	PAGEWIDE CASSETTE 1X550 SHEETS, NO STAND	$505.00	$0.00	$0.00
Mail Processing Equipment	HPAH	PAGEWIDE CASSETTE 1X550 SHEETS W/STAND	$1,020.00	$0.00	$0.00
Mail Processing Equipment	HPAI	PAGEWIDE CASSETTE 3X550 SHEETS W/STAND	$1,700.00	$0.00	$0.00
Mail Processing Equipment	HPAJ	PAGEWIDE CASSETTE 2X2000 SHEETS W/STAND	$2,360.00	$0.00	$0.00
Mail Processing Equipment	HPAK	MFP ANALOG 700 FAX	$307.00	$0.00	$0.00
Mail Processing Equipment	HPAL	INTERNAL USB PORTS	$41.00	$0.00	$0.00
Mail Processing Equipment	HPAM	HP PAGEWIDE RAINBOW PACK INK	$355.40	$0.00	$0.00
Mail Processing Equipment	HPAN	HP PAGEWIDE STAPLE CARTRIDGE REFILL	$36.00	$0.00	$0.00
Mail Processing Equipment	HPAT	HP JET DIRECT PRINT SERVER	$510.00	$0.00	$0.00
Mail Processing Equipment	HPAU	HP ACCESSIBILITY ASSISTANT	$720.00	$0.00	$0.00
Mail Processing Equipment	HPAV	USB UNIVERSAL CARD READER	$198.00	$0.00	$0.00
Mail Processing Equipment Software	CSS4	Implementation Half Day Rate – CCM	$710.00	$0.00	$0.00
Mail Processing Equipment Software	CSSD	Implementation Day Rate – CCM	$627.18	$0.00	$0.00
Mail Processing Equipment Software	1C0S	ENHANCED UIC SOFTWARE - US	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	1E0T	DM INFINITY BARCODE SCANNER	$768.09	$204.00	$18.95
Mail Processing Equipment Accessories	1E44	DESKTOP THERMAL ROLL PRINTER	$469.80	$69.00	$6.41
Mail Processing Equipment Accessories	1E90002	ACCOUNTING USB HUB	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	1FA1	BASIC ACCOUNTING (25 DEPT)	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	1FA2	BASIC ACCOUNTING (100 DEPT)	$292.40	$0.00	$0.00
Mail Processing Equipment Accessories	1FAB	DEPARTMENT ACCOUNTING ENABLER	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	1FAC	BASIC ACCOUNTING (10 DEPT)	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	1FAE	BASIC ACCOUNTING	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	1FAF	NO ACCOUNTING SOFTWARE	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	1FAH	BUSINESS MANAGER SOFTWARE FEATURE CODE	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	1FAL	INVIEW 50 DEPT ACCOUNTING	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	1FAM	INVIEW 100 DEPT ACCOUNTING	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	1FAN	INVIEW 300 DEPT ACCOUNTING	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	1FAW	SENDPRO P SERIES DFWORKS INTERFACE	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	1FBL	DM SERIES ANALYTICS (50 ACCOUNTS)	$230.00	$0.00	$0.00
Mail Processing Equipment Accessories	1FBM	DM SERIES ANALYTICS (100 ACCOUNTS)	$400.00	$0.00	$0.00
Mail Processing Equipment Accessories	1FBN	DM SERIES ANALYTICS (300 ACCOUNTS)	$700.00	$0.00	$0.00
Mail Processing Equipment Accessories	1FER	ERR RATES	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	1FM2	DISABLE MANUAL WEIGHT FEATURE	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	1FNV	INVIEW STARTUP KIT FOR DM125/225	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	1FNVKIT	KIT / INVIEW ACCOUNTING UPGRADE	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	1FR3	USPS PRESORT XTRA RATES	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	1FR4	USPS BRM RATES	$438.60	$0.00	$0.00
Mail Processing Equipment Accessories	1FRM	SOFTWARE FEATURE PCN - RATES MANAGER	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	1FS1	USPS SPECIAL SERVICES SOFTWARE	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	1FS2	USPS SPECIAL SERVICES SOFTWARE	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	1FS4	USPS SPECIAL SERVICES SOFTWARE	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	1FW1	DIFFERENTIAL WEIGHING FEATURE CODE	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	1FW5	15 LB INTERFACED WEIGHING (SCALE LEFT OR RIGHT OF UNIT)	$2,119.90	$0.00	$0.00
Mail Processing Equipment Accessories	1FW6	30 LB INTERFACED WEIGHING (SCALE LEFT OR RIGHT OF UNIT)	$2,425.20	$0.00	$0.00
Mail Processing Equipment Accessories	1FW7	70 LB INTERFACED WEIGHING	$2,704.70	$0.00	$0.00
Mail Processing Equipment Accessories	1FW8	149 LB INTERFACED WEIGHING	$3,745.30	$0.00	$0.00
Mail Processing Equipment Accessories	1FWV	5 LB INTERFACED WEIGHING (SCALE/STAND BEHIND UNIT)	$1,487.80	$0.00	$0.00
Mail Processing Equipment Accessories	1FWW	10 LB INTERFACED WEIGHING (SCALE/STAND BEHIND UNIT)	$1,849.00	$0.00	$0.00
Mail Processing Equipment Accessories	1FWX	15 LB INTERFACED WEIGHING (SCALE/STAND BEHIND UNIT)	$2,119.90	$0.00	$0.00
Mail Processing Equipment Accessories	1FXA	METER INVIEW DASHBOARD INTERFACE (ONE PER METER)	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	1FXR	FUNDS MGMT METER FEATURE (DM SERIES)	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	1FY8	95 LPM FEATURE	$1,161.00	$0.00	$0.00
Mail Processing Equipment Accessories	1FY9	70 LPM FEATURE	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	1FZ0	DIFFERENTIAL WEIGHING	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	1FZ9	120 LPM FEATURE	$1,357.50	$0.00	$0.00
Mail Processing Equipment Accessories	1GW2	2 LB INTEGRATED WEIGHING	$653.60	$0.00	$0.00
Mail Processing Equipment Accessories	1GW5	5 LB INTEGRATED WEIGHING	$971.80	$0.00	$0.00
Mail Processing Equipment Accessories	3400002	LIFT HANDLES	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	397-B	10 LB SCALE	$89.70	$0.00	$0.00
Mail Processing Equipment Accessories	488-00050-009	POWER CORD	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	6WB-F	4X6 DIE CUT SHIPPING LABELS	$25.46	$0.00	$0.00
Mail Processing Equipment Accessories	7PR0-MH	USPS TRACKING SERVICES-NO ACTIVATION	$0.00/MONTH	$0.00	$0.00

Mail Processing Equipment Accessories	7PR0-ML	USPS TRACKING SERVICES-ACTIVATION	$7.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	8H00	C SERIES IMI BASE	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	943-7	2.0 USB CABLE 10'FT	$6.71	$0.00	$0.00
Mail Processing Equipment Accessories	993-4C	DM400 SERIES RETURN KIT WITH BOX	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	993-P	PRZ0 RETURN KIT	$0.00	$0.00	$0.00
Mail Processing Equipment Software	AC2100-102-00-01	PP CONNECT CARE - REENTRY	$4,086.01	$0.00	$0.00
Mail Processing Equipment Accessories	APA1	50 DEPT ANALYTICS	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	APA4	500 DEPT ANALYTICS	$904.50	$0.00	$0.00
Mail Processing Equipment Accessories	APA9	3000 DEPT ANALYTICS	$2,029.60	$0.00	$0.00
Mail Processing Equipment Accessories	APAC	ACCOUNTING WEIGHT BREAK REPORTING	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	APAV	ACCOUNTING LEVEL AV (25)	$0.00	$0.00	$0.00
Mail Processing Equipment Software	APAX	COST ACCTG ACCOUNTS LEVEL (100)	$0.00	$0.00	$0.00
Mail Processing Equipment Software	APAY	COST ACCTG ACCOUNTS LEVEL (500)	$0.00	$0.00	$0.00
Mail Processing Equipment Software	APAZ	COST ACCTG ACCOUNTS LEVEL (3000)	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	APB1	ACCOUNTING DEVICES (2)	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	APB2	ACCOUNTING DEVICES (10)	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	APB3	ACCOUNTING DEVICES (100)	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	APB4	ACCOUNTING DEVICES (500)	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	APBC	COST ACCOUNTING ENABLER C SERIES	$50.00	$0.00	$0.00
Mail Processing Equipment Accessories	APDM	COST ACCOUNTING DATA MIGRATION	$247.80	$0.00	$0.00
Mail Processing Equipment Accessories	APDN	COST ACCOUNTING METER SETUP	$16.80	$0.00	$0.00
Mail Processing Equipment Accessories	APDP	COST ACCOUNTING ADDL SITE SETUP	$168.00	$0.00	$0.00
Mail Processing Equipment Accessories	APF8	CONNECT+ /SENDPRO P SERIES VERTICAL MARKET FONTS	$133.30	$0.00	$0.00
Mail Processing Equipment Accessories	APF9	CONNECT+ /SENDPRO P CREATIVE FONTS	$133.30	$0.00	$0.00
Mail Processing Equipment Accessories	APFB	COLOR GRAPHICS PRINTING	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	APFD	ENERGY STAR ENABLED	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	APFM	LASER PRINTER ENABLED	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	APG2	CONNECT+ /SENDPRO P SERIES DUAL RATING ACCOUNTING	$936.27	$0.00	$0.00
Mail Processing Equipment Accessories	APK3	SENDPRO P SERIES - W1110 PRINTER BUNDLE	$716.88	$66.00	$6.13
Mail Processing Equipment Accessories	APKE	SENDPRO P RECEIVING APP FEATURE	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	APKF	SENDPRO P SHIPPING APP FEATURE	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	APKN	ACCOUNT LIST IMPORT/EXPORT	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	APSA	130 LPM SPEED	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	APSB	160 LPM SPEED	$565.20	$0.00	$0.00
Mail Processing Equipment Accessories	APSC	180 LPM SPEED	$1,879.20	$0.00	$0.00
Mail Processing Equipment Accessories	APSD	130/70 LPM SPEED	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	APSE	160/95 LPM SPEED	$1,321.20	$0.00	$0.00
Mail Processing Equipment Accessories	APSF	SENDPRO P2000 180/115 LPM SPEED	$3,020.40	$0.00	$0.00
Mail Processing Equipment Accessories	APSG	165/105 LPM SPEED	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	APSH	220/135 LPM SPEED	$1,108.74	$0.00	$0.00
Mail Processing Equipment Accessories	APSJ	270/170 LPM SPEED	$4,217.65	$0.00	$0.00
Mail Processing Equipment Accessories	APSK	310/205 LPM SPEED	$11,734.70	$0.00	$0.00
Mail Processing Equipment Accessories	AR100	ADDRESSRIGHT 100 PRINTER (< 300K CYCLES/MO)	$8,646.00	$1,023.00	$95.04
Mail Processing Equipment Accessories	AR200	ADDRESSRIGHT 200 (< 600K CYCLES/MO)	$13,222.00	$1,740.00	$161.65
Mail Processing Equipment Accessories	ARPF	ADDRESSRIGHT 300 & FEEDER (< 1M CYCLES/MO)	$20,702.00	$2,999.00	$278.61
Mail Processing Equipment Accessories	AZBE	SENDPRO P SERIES MONO PRINT MODULE	$0.00	$448.00	$41.62
Mail Processing Equipment Accessories	AZBK	ENERGY STAR ENABLED	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	BM41	RECEIPT PRINTER	$970.87	$222.00	$20.62
Mail Processing Equipment Accessories	BM42	BARCODE SCANNER FOR DATA COLLECTOR	$1,375.41	$204.00	$18.95
Mail Processing Equipment Accessories	BM44	BARCODE SCANNER FOR DM SERIES/BUDGET MANAGER	$1,375.41	$204.00	$18.95
Mail Processing Equipment Software	BM52	CLIENT HOST WORKSTATION W/FLAT PANEL MONITOR	$5,439.33	$1,194.00	$110.92
Mail Processing Equipment Accessories	BMA1	CRYSTAL REPORTING	$188.50	$0.00	$0.00
Mail Processing Equipment Accessories	BMFM	FUNDS MGMT METER ACTIVATION (DM SERIES)	$179.70	$0.00	$0.00
Mail Processing Equipment Accessories	BMPC	BUSINESS MANAGER HOST WORKSTATION PC	$2,589.00	$428.00	$39.76
Mail Processing Equipment Software	BMS1	BUSINESS MANAGER HOST WORKSTATION SOFTWARE	$8,895.00	$1,328.00	$123.37
Mail Processing Equipment Software	BMS2	BUSINESS MANAGER WORKSTATION - SOFTWARE ONLY	$3,001.94	$822.00	$76.36
Mail Processing Equipment Software	BMS3	CLIENT HOST SOFTWARE ONLY	$1,877.33	$766.00	$71.16
Mail Processing Equipment Software	BMSU	UPGRADE TO SQL EDITION FOR CURRENT CUSTOMERS	$4,583.43	$0.00	$0.00
Mail Processing Equipment Accessories	BMUP	BUSINESS MANAGER 6.0 UPGRADE FOR XP	$737.15	$0.00	$0.00
Mail Processing Equipment Accessories	BMUR	BUSINESS MANAGER UPGRADE FOR WIN2000	$750.63	$0.00	$0.00
Mail Processing Equipment Accessories	BMWA	BUSINESS MANAGER INTERFACE FOR INVIEW (ONE PER HOST)	$274.05	$0.00	$0.00
Mail Processing Equipment Accessories	BMZ1	SENDPRO P SERIES BUSINESS MANAGER INTERFACE	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	BMZC	SENDPRO C/SENDPRO C AUTO BUSINESS MANAGER INTERFACE	$921.20	$0.00	$0.00
Mail Processing Equipment accessories	BTRY-TC51-TC56	BATTERY FOR T764/5, T6MD/E	$113.30	$0.00	$0.00
Mail Processing Equipment Accessories	BYOAD	BRING YOUR OWN APPROVED DEVICE	$20.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	C200	SENDPRO C 200	$457.50	$0.00	$0.00
Mail Processing Equipment Accessories	C2C1	SENDPRO C425 - SENDPRO BUNDLE	$1,094.61	$28.00	$2.60
Mail Processing Equipment Accessories	C2C2	SENDPRO C425 - SENDPRO PLUS BUNDLE	$2,158.81	$28.00	$2.60
Mail Processing Equipment Accessories	C425	SENDPRO C425	$759.92	$0.00	$0.00
Mail Processing Equipment Accessories	C5C1	SENDPRO C AUTO 120	$4,439.40	$402.00	$37.35
Mail Processing Equipment Accessories	C5C2	SENDPRO C AUTO PRO MAILING	$5,235.70	$612.00	$56.86
Mail Processing Equipment Accessories	C5C3	SENDPRO AUTOFEED PRO SHIPPING	$5,030.70	$438.00	$40.69
Mail Processing Equipment Accessories	C5CC	SENDPRO C AUTO 95	$2,578.00	$374.00	$34.74
Mail Processing Equipment Accessories	CAAB	COST ACCOUNTING SILVER PLAN (100 ACCTS, 10 DEVICES)	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	CAAC	COST ACCOUNTING GOLD PLAN (500 ACCTS, 100 DEVICES)	25.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	CAAD	COST ACCOUNTING PLATINUM PLAN (3,000 ACCTS, 500 DEVICES)	60.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	CDSF2	CELLULAR CONNECTION FOR SENDPRO C	$10.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	CDSF4	CELLULAR CONNECTION FOR SENDPRO P	$45.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	CDSP	CELLULAR CONNECTION FOR SENDPRO SERIES	$0.00	$0.00	$0.00
Mail Processing Equipment Software	CRM4	CONNECTRIGHT MAILER BUSINESS SERVICES SUITE (BSS)	$1,136.76	$400.00	$37.16
Mail Processing Equipment Software	CRM7	CONNECTRIGHT MAILER ELECTRONICALLY DELIVERED STAND-ALONE SOFTWARE	$2,168.95	$1,200.00	$111.48
Mail Processing Equipment Software	CRM8	CONNECTRIGHT MAILER ELECTRONICALLY DELIVERED INTEGRATED SOFTWARE	$2,168.95	$1,200.00	$111.48

Mail Processing Equipment Software	CRMB	CONNECTRIGHT MAILER BASIC ELECTRONICALLY DELIVERED STAND-ALONE SOFTWARE	$845.75	$650.00	$60.39
Mail Processing Equipment Accessories	DCPS	DCPS DIGITAL CONNECTIVITY PRO SERVICE OPTION	$133.50	$0.00	$0.00
Folders-Inserters	DF80	OFFICERIGHT FOLDER	$3,885.00	$501.00	$46.54
Folders-Inserters	DF90	OFFICERIGHT FOLDER	$4,914.00	$751.00	$69.77
Folders-Inserters	DF9C	CROSS FOLD KIT	$539.90	$0.00	$0.00
Folders-Inserters	DFCS	CONVEYOR STACKER	$720.00	$75.00	$6.97
Folders-Inserters	DFHC	HIGH CAPACITY EXTENSION	$267.81	$0.00	$0.00
Folders-Inserters	DI90012	VERTICAL POWER LOCALIZATION KIT- US	$0.00	$0.00	$0.00
Folders-Inserters	DIBX	SECOND STACKER FOR TANDEM BELT STACKER	$0.00	$232.00	$21.55
Openers	DLA2	DL200™ LETTER OPENER	$2,704.70	$275.00	$25.55
Openers	DLA3	DL400™ HIGH SPEED LETTER OPENER	$4,364.13	$620.00	$57.60
Mail Processing Equipment Accessories	DM1RKL	RETURN KIT FOR DM100/125 - LARGE	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	DM2RKL	RETURN KIT FOR DM200/225 - LARGE	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	DM3RKL	RETURN KIT FOR DM300 - LARGE	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	DMMRK	RETURN KIT FOR MAILSTATION	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	DT3A	W360 MULTIFUNCTION TABBER SYSTEM	$18,167.50	$2,278.00	$211.63
Mail Processing Equipment Accessories	DT3S	W985 CONVEYOR STACKER FOR W360 MULTIFUNCTION TABBER SYSTEM	$3,035.80	$313.00	$29.08
Mail Processing Equipment Accessories	DT3T	STAND FOR W985 CONVEYOR STACKER	$722.40	$0.00	$0.00
Mail Processing Equipment Accessories	ERB1	ERETURN RECEIPT SUBSCRIPTION - P SERIES	$25.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	ERB3	ERETURN RECEIPT SUBSCRIPTION - DM300/400	$21.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	ERB4	ERETURN RECEIPT SUBSCRIPTION - C SERIES	$28.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	ERCL	E-RR REFERENCE NUMBER FEATURE ONLY	$426.50	$0.00	$0.00
Mail Processing Equipment Accessories	ERPP	E-CERTIFIED/ERR PRODUCTIVITY PACK	$1,426.00	$0.00	$0.00
Mail Processing Equipment Accessories	ERR1	E-RETURN RECEIPT FEATURE ONLY	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	ERR3	E-RETURN RECEIPT FEATURE	$0.00/MONTH	$0.00	$0.00
Folders-Inserters	F700327	SPECIAL TOWER FEEDER KIT	$187.20	$0.00	$0.00
Folders-Inserters	F780183	SHEET/FLAT ENVELOPE TRAY	$176.00	$0.00	$0.00
Folders-Inserters	F780184	INSERT TRAY	$176.00	$0.00	$0.00
Folders-Inserters	F790019	30 IN. CONSOLE EXTENSION	$389.34	$0.00	$0.00
Folders-Inserters	F790034	USB HUB	$0.00	$0.00	$0.00
Folders-Inserters	F790042-01	POWER CORD	$0.00	$0.00	$0.00
Folders-Inserters	F790135	SALES-KIT-MATTE BOOKLET KIT FOR TOWER	$0.00	$0.00	$0.00
Folders-Inserters	F790442	SALES KIT-FLAT ENVELOPE KIT FOR TOWER	$0.00	$0.00	$0.00
Folders-Inserters	F790725	SALES KIT - FEEDER INSERT SUPPORT	$76.00	$0.00	$0.00
Folders-Inserters	F790726	SALES KIT - ADJUSTABLE SHINGLE TRAY	$107.50	$0.00	$0.00
Folders-Inserters	F7DI	BOTTOM ADDRESS INVERTER KIT	$739.00	$0.00	$0.00
Folders-Inserters	F7FS	FIXED BEAM OMR AND BARCODE SCANNER FOR HIGH CAPACITY SHEET FEEDER	$2,288.95	$233.00	$21.65
Folders-Inserters	F7MT	MAIL MACHINE INTERFACE FOR CONNECT+ 1000/2000	$2,372.94	$0.00	$0.00
Folders-Inserters	F7MU	MAIL MACHINE INTERFACE FOR CONNECT+ 3000	$2,829.40	$0.00	$0.00
Folders-Inserters	F7TB	TOWER OMR BARCODE SCANNING HARDWARE	$2,288.95	$388.00	$36.05
Mail Processing Equipment Accessories	F900020	POWERGUARD2	$85.30	$0.00	$0.00
Mail Processing Equipment Accessories	F9DD	USPS SPECIAL SERVICES WELCOME KIT	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	F9PG	POWERGUARD	$253.70	$0.00	$0.00
Mail Processing Equipment Accessories	F9PG2	POWERGUARD SERVICE PACKAGE 2	$85.30	$0.00	$0.00
Mail Processing Equipment Accessories	G9SS-ML	USPS TRACKING SERVICES-ACTIVATION	$7.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	HS9E	SENDPRO DESKTOP SENDKIT	$575.00	$69.00	$6.41
Mail Processing Equipment Accessories	HZ00	SENDPRO MAILSTATION WITH 5LB PRINTER	$697.00	$13.50	$1.25
Mail Processing Equipment Accessories	HZ80001	DROP STACKER	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	HZ86002	SCALE OPENING COVER	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	J540	COUNTER SIGNATURE PAD	$1,793.42	$0.00	$0.00
Mail Processing Equipment Accessories	J546	COUNTER SIGNATURE PAD PLUS	$1,793.42	$303.00	$28.15
Mail Processing Equipment Accessories	J596037	FIVE BAY CRADLE FOR T764/5, T6MD/E	$764.11	$0.00	$0.00
Mail Processing Equipment Accessories	LOCKERA	INTELLIGENT LOCKER A	$5,678.95	$167.00	$15.51
Mail Processing Equipment Accessories	LOCKERF	INTELLIGENT LOCKER F	$5,025.78	$133.00	$12.36
Mail Processing Equipment Accessories	LOCKERH	INTELLIGENT LOCKER H	$4,862.48	$125.00	$11.61
Mail Processing Equipment Accessories	LOCKERL	INTELLIGENT LOCKER L	$4,535.91	$88.00	$8.18
Mail Processing Equipment Accessories	LOCKERM	INTELLIGENT LOCKER M	$4,535.91	$88.00	$8.18
Mail Processing Equipment Accessories	LOCKERR	INTELLIGENT LOCKER R	$4,046.03	$63.00	$5.85
Mail Processing Equipment Accessories	LOCKERX	INTELLIGENT LOCKER X	$1,411.48	$0.00	$0.00
Mail Processing Equipment Accessories	LOCKSYS1	INTELLIGENT LOCKER SYS1	$23,475.65	$1,973.00	$183.29
Mail Processing Equipment Accessories	LOCKSYS2	INTELLIGENT LOCKER SYS2	$21,768.75	$1,818.00	$168.89
Mail Processing Equipment Accessories	LOCKSYS3	INTELLIGENT LOCKER SYS3	$21,598.05	$1,802.00	$167.41
Mail Processing Equipment Accessories	LOCKSYS4	INTELLIGENT LOCKER SYS4	$21,256.69	$1,771.00	$164.53
Mail Processing Equipment Accessories	LOCKSYS5	INTELLIGENT LOCKER SYS5	$20,061.85	$1,663.00	$154.49
Mail Processing Equipment Accessories	LOCKSYS6	INTELLIGENT LOCKER SYS6	$20,232.54	$1,678.00	$155.89
Mail Processing Equipment Accessories	M9SS-MH	USPS TRACKING SERVICES-NO ACTIVATION	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	M9SS-ML	USPS TRACKING SERVICES-ACTIVATION	$17.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	ME1A	METER EQUIPMENT - C SERIES	$305.70	$0.00	$0.00
Mail Processing Equipment Accessories	ME1B	METER EQUIPMENT - DM400	$331.60	$0.00	$0.00
Mail Processing Equipment Accessories	ME1C	METER EQUIPMENT - P SERIES, LV	$683.92	$0.00	$0.00
Mail Processing Equipment Accessories	ME1D	METER EQUIPMENT - P SERIES, HV	$578.40	$0.00	$0.00
Mail Processing Equipment Accessories	MP00098	MP82 SCALE-MOUNTED DISPLAY KIT	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	MP00099	MP82 REMOTE DISPLAY KIT	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	MP0X	DIFFERENTIAL WEIGHING FOR 2 LB, 5 LB, OR 10 LB SCALE	$176.30	$0.00	$0.00
Mail Processing Equipment Accessories	MP1W	5/10 LB. WEIGHING WITH EXTERNAL DISPLAY	$0.00	$91.00	$8.45
Mail Processing Equipment Accessories	MP30	15/30 LB WEIGHING PLATFORM	$0.00	$196.00	$18.21
Mail Processing Equipment Accessories	MP3W	15/30 LB WEIGHTS & MEASURES APPROVED OPTION	$0.00	$196.00	$18.21
Mail Processing Equipment Accessories	MP3X	DIFFERENTIAL WEIGHING FOR 15 LB OR 30 LB SCALE	$356.90	$0.00	$0.00
Mail Processing Equipment Accessories	MP49	70/149 LB WEIGHING PLATFORM	$0.00	$253.00	$23.50
Mail Processing Equipment Accessories	MP4W	70 LB WEIGHTS & MEASURES APPROVED OPTION	$0.00	$253.00	$23.50
Mail Processing Equipment Accessories	MP81	C SERIES INTEGRATED SCALE	$0.00	$28.00	$2.60
Mail Processing Equipment Accessories	MP8110	10 LB UPGRADE	$0.00	$58.15	$5.40

Mail Processing Equipment Accessories	MP8115	15 LB UPGRADE	$0.00	$79.70	$7.40
Mail Processing Equipment Accessories	MP82	C SERIES REMOTE DISPLAY SCALE	$0.00	$28.00	$2.60
Mail Processing Equipment Accessories	MP8R	INTEGRATED WEIGHING PLATFORM	$0.00	$27.00	$2.51
Mail Processing Equipment Accessories	MP96001	MP96001 - REMOTE DISPLAY SALES KIT	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	MP9G	INTEGRATED WEIGHING PLATFORM	$0.00	$83.00	$7.71
Mail Processing Equipment Accessories	MPC1	INTEGRATED WEIGHING PLATFORM	$0.00	$61.00	$5.67
Mail Processing Equipment Accessories	MPC4	INTEGRATED WEIGHING PLATFORM (DM125 PLATFORM)	$0.00	$27.00	$2.51
Mail Processing Equipment Accessories	MSD1	10" COLOR TOUCH DISPLAY	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	MSF1	MAILSTREAM BASIC FEEDER-HT	$0.00	$361.00	$33.54
Mail Processing Equipment Accessories	MSF2	CONNECT+ BASIC WOW FEEDER	$0.00	$775.00	$72.00
Mail Processing Equipment Accessories	MSF3	CONNECT+ ENHANCED WOW FEEDER	$0.00	$2,186.00	$203.08
Mail Processing Equipment Accessories	MSF4	CONNECT+1000/SENDPROP1000 DLA PRELOADED FEEDER	$0.00	$361.00	$33.54
Mail Processing Equipment Accessories	MSF5	CONNECT+2000/SENDPROP2000 DLA PRELOADED FEEDER	$0.00	$775.00	$72.00
Mail Processing Equipment Accessories	MSF6	CONNECT+3000/SENDPROP3000 DLA PRELOADED FEEDER	$0.00	$2,186.00	$203.08
Mail Processing Equipment Accessories	MSPS	SENDPRO P SERIES POWER STACKER	$1,575.00	$337.00	$31.31
Mail Processing Equipment Accessories	MSS4	APPLICATION CONFIGURATION FEE - MAILING - 1/2 DAY	$674.22	$0.00	$0.00
Mail Processing Equipment Accessories	MSSD	APPLICATION CONFIGURATION FEE - MAILING - FULL DAY	$1,345.00	$0.00	$0.00
Mail Processing Equipment Accessories	MT30	PLATFORM SCALE 30LB/12KG	$0.00	$196.00	$18.21
Mail Processing Equipment Accessories	MT3W	SCALE, W&M, US - 30 LB	$0.00	$196.00	$18.21
Mail Processing Equipment Accessories	MT49	SCALE, GLOBAL - 149 LB / 60 KG	$0.00	$253.00	$23.50
Mail Processing Equipment Accessories	MT4W	SCALE, W&M, GLOBAL - 149 LB / 60 KG	$0.00	$253.00	$23.50
Mail Processing Equipment Accessories	MT70	PLATFORM SCALE 70 LB / 35 KG	$0.00	$253.00	$23.50
Mail Processing Equipment Accessories	MT73	SCALE, W&M, POSTAL - 35 KG	$0.00	$253.00	$23.50
Mail Processing Equipment Accessories	MT7W	SCALE, W&M, GLOBAL - 70 LB / 30 KG	$0.00	$253.00	$23.50
Mail Processing Equipment Accessories	MW90006	POWER STACKER PORTRAIT FLATS KIT	$457.32	$0.00	$0.00
Mail Processing Equipment Accessories	MW90007	SENDPRO P/CONNECT+ SERIES DROP STACKER	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	MW90020	SIDE GUIDE - SENDPRO P3000/CONNECT+ 3000	$423.30	$0.00	$0.00
Mail Processing Equipment Accessories	MW90067	SENDPRO P SERIES POWER DISTRIBUTION KIT	$67.00	$0.00	$0.00
Mail Processing Equipment Accessories	MW90147	WIRELESS KEYBOARD	$176.30	$0.00	$0.00
Mail Processing Equipment Accessories	MW90650	ROLL TAPE KIT	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	MW90701	100' LAN CABLE	$176.30	$0.00	$0.00
Mail Processing Equipment Accessories	MW90702	WIRELESS 4-PORT ROUTER.	$201.00	$0.00	$0.00
Mail Processing Equipment Accessories	MW90705	CONNECT+/SENDPRO P SERIES PC SYSTEM CONNECT	$133.30	$0.00	$0.00
Mail Processing Equipment Accessories	MW90806	POWER STACKER EXTENSION	$482.40	$0.00	$0.00
Mail Processing Equipment Accessories	MW96000	WEIGHING PLATFORM	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	MW97182	WIRELESS LAN ADAPTER	$133.30	$0.00	$0.00
Mail Processing Equipment Accessories	N199	SCALE STAND (MP30)	$69.50	$0.00	$0.00
Mail Processing Equipment Accessories	NV10	INVIEW TMR WEB ACCT BUNDLE - SINGLE UNIT ONLY	$939.15	$0.00	$0.00
Mail Processing Equipment Accessories	NV21	INVIEW DASHBOARD TWO OR MORE SITES	$1,114.60	$0.00	$0.00
Mail Processing Equipment Accessories	NV50	INVIEW DASHBOARD - SINGLE UNIT ONLY (DM125 / DM225)	$561.50	$0.00	$0.00
Mail Processing Equipment Accessories	NV99	INVIEW SOFTWARE	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	NV99KIT	INVIEW WELCOME KIT	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	NVMA	INVIEW DASHBOARD - SINGLE METER	$4.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	NVMB	INVIEW DASHBOARD - UP TO 2 METERS	$7.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	NVMC	INVIEW DASHBOARD - UP TO 5 METERS	$15.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	NVMD	INVIEW DASHBOARD - UP TO 20 METERS	$50.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	NVME	INVIEW DASHBOARD - UP TO 50 METERS	$100.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	NVMF	INVIEW DASHBOARD - UP TO 100 METERS	$150.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	NVMG	INVIEW DASHBOARD - UNLIMITED METERS	$250.00/MONTH	$0.00	$0.00
Openers	OM306	306 LETTER OPENER	$13,609.50	$1,500.00	$139.35
Openers	OM306S	306S LETTER OPENER W/SORT	$16,189.50	$1,800.00	$167.22
Openers	OMBAT	306 LETTER OPENER BATCHER	$1,258.54	$0.00	$0.00
Openers	OMBIN	306S SORT LETTER OPENER BIN	$629.27	$0.00	$0.00
Openers	OMCONV	306S SORT LETTER OPENER CONVEYOR	$1,708.02	$160.00	$14.86
Mail Processing Equipment Accessories	OMPRINT	306 AND 306S HIGH SPEED INKJET PRINTER	$2,696.87	$225.00	$20.90
Mail Processing Equipment Accessories	OMSTAT	REPORT PRINTER OPEX 306 LETTER OPENER	$1,271.13	$120.00	$11.15
Mail Processing Equipment Accessories	PAB1	PREMIUM APP BUNDLE	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	PB-4000-US	SMARTLINK: LVM WIFI/LAN ANALYTICS DEVICE-SUBJECT TO APPROVAL OF 3RD PARTY HOSTING PROVIDER	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	PS-101	RISO 1 DAY ADD ON WORKFLOW SUPPORT	$1,110.63	$0.00	$0.00
Mail Processing Equipment Accessories	PS-102	RISO 2 DAY WORKFLOW SUPPORT	$2,486.93	$0.00	$0.00
Mail Processing Equipment Accessories	PS-104	RISO 4 DAY WORKFLOW SUPPORT	$4,263.94	$0.00	$0.00
Mail Processing Equipment Accessories	PSST	POST SALE SOFTWARE TOOL KIT	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	PTJ3	SENDPRO MULTICARRIER ACCESS WITHOUT HARDWARE OR METER-SUBJECT TO APPROVAL OF 3RD PARTY HOSTING PROVIDER	$15.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	PTJ4	SENDPRO MULTICARRIER ACCESS WITH HARDWARE OR METER-SUBJECT TO APPROVAL OF 3RD PARTY HOSTING PROVIDER	$15.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	PTJB	SENDPRO POSTAL SHIPPING ONLY, 50 USERS-SUBJECT TO APPROVAL OF 3RD PARTY HOSTING PROVIDER	$10.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	PTJC	SENDPRO MULTICARRIER SHIPPING, 1 USER-SUBJECT TO APPROVAL OF 3RD PARTY HOSTING PROVIDER	$15.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	PTJD	SENDPRO MULTICARRIER SHIPPING, 50 USERS-SUBJECT TO APPROVAL OF 3RD PARTY HOSTING PROVIDER	$25.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	PTJE	SENDPRO MULTICARRIER SHIPPING, UNLIMITED USERS-SUBJECT TO APPROVAL OF 3RD PARTY HOSTING PROVIDER	$180.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	PTJF	SENDPRO POSTAL SHIPPING ONLY, 50 USERS W/HW-SUBJECT TO APPROVAL OF 3RD PARTY HOSTING PROVIDER	$10.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	PTJG	SENDPRO MULTICARRIER SHIPPING, 1 USER W/HW-SUBJECT TO APPROVAL OF 3RD PARTY HOSTING PROVIDER	$15.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	PTJH	SENDPRO MULTICARRIER SHIPPING, 50 USERS W/HW-SUBJECT TO APPROVAL OF 3RD PARTY HOSTING PROVIDER	$25.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	PTJI	SENDPRO MULTICARRIER SHIPPING, UNLIMITED USERS W/HW-SUBJECT TO APPROVAL OF 3RD PARTY HOSTING PROVIDER	$180.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	PTJP	UP TO 50 USERS WITHOUT HARDWARE OR METER-SUBJECT TO APPROVAL OF 3RD PARTY HOSTING PROVIDER	$10.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	PTJQ	UNLIMITED USERS WITHOUT HARDWARE OR METER-SUBJECT TO APPROVAL OF 3RD PARTY HOSTING PROVIDER	$155.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	PTJR	UP TO 50 USERS WITH HARDWARE OR METER-SUBJECT TO APPROVAL OF 3RD PARTY HOSTING PROVIDER	$10.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	PTJS	UNLIMITED USERS WITH HARDWARE OR METER-SUBJECT TO APPROVAL OF 3RD PARTY HOSTING PROVIDER	$155.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	PTKM	SENDPRO CSD1 PRINTING	$7.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	PTKN	SENDPRO CSD1 PRINTING UPGRADE	$7.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	PTKP	SENDPRO MAILSTATION STAMPS 50 USERS	$13.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	PTKQ	SENDPRO MAILSTATION STAMPS 50 USERS	$10.45/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	PTS1	SENDPRO SAAS ONBOARDING	$860.00	$0.00	$0.00
Mail Processing Equipment Accessories	PURCHASE POWER HIGH	PURCHASE POWER FOR C+500/SP1500 - SP3000	$15.00/MONTH	$0.00	$0.00

Mail Processing Equipment Accessories	PURCHASE POWER LOW	PURCHASE POWER FOR MAILSTATION-C500	$7.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	RC9E	RELAY INTEGRITY EXPRESS	100.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	RC9F	RCH - INTEGRITY EXPRESS 2500-4500	$44.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	RC9G	RCH - INTEGRITY EXP SALES PAK 2500 -3500	$22.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	RC9H	RCH - INTEGRITY EXP SALES PAK 4500	$31.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	RS11R	RS1100 RISO FW RIP	$10,312.11	$250.00	$23.23
Mail Processing Equipment Accessories	S-7357	OPTION PCB	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	S-7395	PAPER EJECTION ATTACHMENT	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	SBDS	BARCODE SCANNER	$559.45	$204.00	$18.95
Mail Processing Equipment Accessories	SDTK	SOFTWARE DEVELOPER TOOL KIT	$8,985.09	$0.00	$0.00
Mail Processing Equipment Accessories	SL20	NON-CONTACT PROGRAMMABLE WEDGE SCANNER	$1,793.42	$312.00	$28.98
Mail Processing Equipment Accessories	SL21	LASER PRINTER	$624.78	$168.00	$15.61
Mail Processing Equipment Accessories	SL30	100 LB. TABLETOP SCALE	$894.46	$229.00	$21.27
Mail Processing Equipment Accessories	SL32	200 LB. ROLLERTOP SCALE	$1,164.15	$323.00	$30.01
Mail Processing Equipment Accessories	SL39	CORDLESS WEDGE SCANNER	$1,703.53	$415.00	$38.55
Mail Processing Equipment Accessories	SL91	PC W/ FLAT PANEL MONITOR	$2,512.59	$443.00	$41.15
Mail Processing Equipment Software	SLD2	UPS TRADE DIRECT AND CROSS BORDER CONSOLIDATION (2)	$13,441.50	$2,700.00	$250.83
Mail Processing Equipment Software	SLDC	UPS TRADE DIRECT AND CROSS BORDER CONSOLIDATION (100)	$89,610.00	$18,000.00	$1,672.21
Mail Processing Equipment Software	SLDE	UPS TRADE DIRECT AND CROSS BORDER CONSOLIDATION (ENTERPRISE)	$89,610.00	$18,000.00	$1,672.21
Mail Processing Equipment Software	SLDL	UPS TRADE DIRECT AND CROSS BORDER CONSOLIDATION (50)	$80,649.00	$16,200.00	$1,504.99
Mail Processing Equipment Software	SLDT	UPS TRADE DIRECT AND CROSS BORDER CONSOLIDATION (25)	$67,207.50	$13,500.00	$1,254.16
Mail Processing Equipment Software	SLDV	UPS TRADE DIRECT AND CROSS BORDER CONSOLIDATION (5)	$26,883.00	$5,400.00	$501.66
Mail Processing Equipment Software	SLDX	UPS TRADE DIRECT AND CROSS BORDER CONSOLIDATION (10)	$44,805.00	$9,000.00	$836.10
Mail Processing Equipment Accessories	SLEPSPE	SPE USPS BPOD SPLITTER TOOL	$2,967.17	$0.00	$0.00
Mail Processing Equipment Software	SLH1	HAZARDOUS MATERIALS (1)	$4,480.50	$900.00	$83.61
Mail Processing Equipment Software	SLH2	HAZARDOUS MATERIALS (2)	$6,720.75	$1,350.00	$125.42
Mail Processing Equipment Software	SLHC	HAZARDOUS MATERIALS (100)	$22,402.50	$4,500.00	$418.05
Mail Processing Equipment Software	SLHE	HAZARDOUS MATERIALS (ENTERPRISE)	$22,402.50	$4,500.00	$418.05
Mail Processing Equipment Software	SLHL	HAZARDOUS MATERIALS (50)	$22,402.50	$4,500.00	$418.05
Mail Processing Equipment Software	SLHT	HAZARDOUS MATERIALS (25)	$17,922.00	$3,600.00	$334.44
Mail Processing Equipment Software	SLHV	HAZARDOUS MATERIALS (5)	$8,961.00	$1,800.00	$167.22
Mail Processing Equipment Software	SLHX	HAZARDOUS MATERIALS (10)	$13,441.50	$2,700.00	$250.83
Mail Processing Equipment Software	SLL1	SHIP TO HOLD (1)	$8,064.90	$1,620.00	$150.50
Mail Processing Equipment Software	SLL2	SHIP TO HOLD (2)	$13,441.50	$3,240.00	$301.00
Mail Processing Equipment Software	SLLC	SHIP TO HOLD (100)	$89,610.00	$18,000.00	$1,672.21
Mail Processing Equipment Software	SLLE	SHIP TO HOLD (ENTERPRISE)	$89,610.00	$18,000.00	$1,672.21
Mail Processing Equipment Software	SLLL	SHIP TO HOLD (50)	$80,649.00	$16,200.00	$1,504.99
Mail Processing Equipment Software	SLLT	SHIP TO HOLD (25)	$67,207.50	$10,800.00	$1,003.33
Mail Processing Equipment Software	SLLV	SHIP TO HOLD (5)	$26,883.00	$3,888.00	$361.20
Mail Processing Equipment Software	SLLX	SHIP TO HOLD (10)	$44,805.00	$5,400.00	$501.66
Mail Processing Equipment Software	SLT1	ERR, CERTIFIED MAIL, AND PROOF OF DELIVERY (1)	$537.66	$108.00	$10.03
Mail Processing Equipment Software	SLT2	ERR, CERTIFIED MAIL, AND PROOF OF DELIVERY (2)	$1,147.01	$216.00	$20.07
Mail Processing Equipment Software	SLTC	ERR, CERTIFIED MAIL, AND PROOF OF DELIVERY (100)	$7,168.80	$1,440.00	$133.78
Mail Processing Equipment Software	SLTE	ERR, CERTIFIED MAIL, AND PROOF OF DELIVERY (ENTERPRISE)	$17,922.00	$3,600.00	$334.44
Mail Processing Equipment Software	SLTL	ERR, CERTIFIED MAIL, AND PROOF OF DELIVERY (50)	$5,376.60	$1,080.00	$100.33
Mail Processing Equipment Software	SLTT	ERR, CERTIFIED MAIL, AND PROOF OF DELIVERY (25)	$3,584.40	$720.00	$66.89
Mail Processing Equipment Software	SLTV	ERR, CERTIFIED MAIL, AND PROOF OF DELIVERY (5)	$1,290.38	$259.20	$24.08
Mail Processing Equipment Software	SLTX	ERR, CERTIFIED MAIL, AND PROOF OF DELIVERY (10)	$1,792.20	$360.00	$33.44
Mail Processing Equipment Software	SLY1	BLACK BOX SDK (1)	$8,064.90	$1,620.00	$150.50
Mail Processing Equipment Software	SLY2	BLACK BOX SDK (2)	$13,441.50	$2,700.00	$250.83
Mail Processing Equipment Software	SLYC	BLACK BOX SDK (100)	$89,610.00	$18,000.00	$1,672.21
Mail Processing Equipment Software	SLYE	BLACK BOX SDK (ENTERPRISE)	$89,610.00	$18,000.00	$1,672.21
Mail Processing Equipment Software	SLYL	BLACK BOX SDK (50)	$80,649.00	$16,200.00	$1,504.99
Mail Processing Equipment Software	SLYT	BLACK BOX SDK (25)	$67,207.50	$13,500.00	$1,254.16
Mail Processing Equipment Software	SLYV	BLACK BOX SDK (5)	$26,883.00	$5,400.00	$501.66
Mail Processing Equipment Software	SLYX	BLACK BOX SDK (10)	$44,805.00	$9,000.00	$836.10
Mail Processing Equipment Software	SNB1	BAX GLOBAL (1)	$806.49	$162.00	$15.05
Mail Processing Equipment Software	SNB2	BAX GLOBAL (2)	$1,344.15	$270.00	$25.08
Mail Processing Equipment Software	SNBC	BAX GLOBAL (100)	$17,922.00	$3,600.00	$334.44
Mail Processing Equipment Software	SNBE	BAX GLOBAL (ENTERPRISE)	$22,402.50	$4,500.00	$418.05
Mail Processing Equipment Software	SNBL	BAX GLOBAL (50)	$13,441.50	$2,700.00	$250.83
Mail Processing Equipment Software	SNBT	BAX GLOBAL (25)	$8,961.00	$1,800.00	$167.22
Mail Processing Equipment Software	SNBV	BAX GLOBAL (5)	$2,688.30	$540.00	$50.17
Mail Processing Equipment Software	SNBX	BAX GLOBAL (10)	$4,480.50	$900.00	$83.61
Mail Processing Equipment Software	SNE1	EASTERN CONNECTION (1)	$806.49	$162.00	$15.05
Mail Processing Equipment Software	SNE2	EASTERN CONNECTION (2)	$1,344.15	$270.00	$25.08
Mail Processing Equipment Software	SNEC	EASTERN CONNECTION (100)	$17,922.00	$3,600.00	$334.44
Mail Processing Equipment Software	SNEE	EASTERN CONNECTION (ENTERPRISE)	$22,402.50	$4,500.00	$418.05
Mail Processing Equipment Software	SNEL	EASTERN CONNECTION (50)	$13,441.50	$2,700.00	$250.83
Mail Processing Equipment Software	SNET	EASTERN CONNECTION (25)	$8,961.00	$1,800.00	$167.22
Mail Processing Equipment Software	SNEV	EASTERN CONNECTION (5)	$2,688.30	$540.00	$50.17
Mail Processing Equipment Software	SNEX	EASTERN CONNECTION (10)	$4,480.50	$900.00	$83.61
Mail Processing Equipment Software	SNG1	GLOBALTRANZ (1)	$806.49	$162.00	$15.05
Mail Processing Equipment Software	SNG2	GLOBALTRANZ (2)	$1,344.15	$270.00	$25.08
Mail Processing Equipment Software	SNGC	GLOBALTRANZ (100)	$17,922.00	$3,600.00	$334.44
Mail Processing Equipment Software	SNGE	GLOBALTRANZ (ENTERPRISE)	$22,402.50	$4,500.00	$418.05
Mail Processing Equipment Software	SNGL	GLOBALTRANZ (50)	$13,441.50	$2,700.00	$250.83
Mail Processing Equipment Software	SNGT	GLOBALTRANZ (25)	$8,961.00	$1,800.00	$167.22
Mail Processing Equipment Software	SNGV	GLOBALTRANZ (5)	$2,688.30	$540.00	$50.17
Mail Processing Equipment Software	SNGX	GLOBALTRANZ (10)	$4,480.50	$900.00	$83.61
Mail Processing Equipment Software	SNH1	LTL CZARLITE RATING / BOLS (PER CARRIER) (1)	$806.49	$162.00	$15.05
Mail Processing Equipment Software	SNH2	LTL CZARLITE RATING / BOLS (PER CARRIER) (2)	$1,344.15	$270.00	$25.08

Mail Processing Equipment Software	SNHC	LTL CZARLITE RATING / BOLS (PER CARRIER) (100)	$17,922.00	$3,600.00	$334.44
Mail Processing Equipment Software	SNHE	LTL CZARLITE RATING / BOLS (PER CARRIER) (ENTERPRISE)	$22,402.50	$4,500.00	$418.05
Mail Processing Equipment Software	SNHL	LTL CZARLITE RATING / BOLS (PER CARRIER) (50)	$13,441.50	$2,700.00	$250.83
Mail Processing Equipment Software	SNHT	LTL CZARLITE RATING / BOLS (PER CARRIER) (25)	$8,961.00	$1,800.00	$167.22
Mail Processing Equipment Software	SNHV	LTL CZARLITE RATING / BOLS (PER CARRIER) (5)	$2,688.30	$540.00	$50.17
Mail Processing Equipment Software	SNHX	LTL CZARLITE RATING / BOLS (PER CARRIER) (10)	$4,480.50	$900.00	$83.61
Mail Processing Equipment Software	SNJ1	MISCELLANEOUS DOMESTIC CARRIERS (1)	$806.49	$162.00	$15.05
Mail Processing Equipment Software	SNJ2	MISCELLANEOUS DOMESTIC CARRIERS (2)	$1,344.15	$270.00	$25.08
Mail Processing Equipment Software	SNJC	MISCELLANEOUS DOMESTIC CARRIERS (100)	$17,922.00	$3,600.00	$334.44
Mail Processing Equipment Software	SNJE	MISCELLANEOUS DOMESTIC CARRIERS (ENTERPRISE)	$22,402.50	$4,500.00	$418.05
Mail Processing Equipment Software	SNJL	MISCELLANEOUS DOMESTIC CARRIERS (50)	$13,441.50	$2,700.00	$250.83
Mail Processing Equipment Software	SNJT	MISCELLANEOUS DOMESTIC CARRIERS (25)	$8,961.00	$1,800.00	$167.22
Mail Processing Equipment Software	SNJV	MISCELLANEOUS DOMESTIC CARRIERS (5)	$2,688.30	$540.00	$50.17
Mail Processing Equipment Software	SNJX	MISCELLANEOUS DOMESTIC CARRIERS (10)	$4,480.50	$900.00	$83.61
Mail Processing Equipment Software	SNL1	PUROLATOR (1)	$537.66	$108.00	$10.03
Mail Processing Equipment Software	SNL2	PUROLATOR (2)	$806.49	$162.00	$15.05
Mail Processing Equipment Software	SNLC	PUROLATOR (100)	$8,961.00	$1,800.00	$167.22
Mail Processing Equipment Software	SNLE	PUROLATOR (ENTERPRISE)	$17,922.00	$3,600.00	$334.44
Mail Processing Equipment Software	SNLL	PUROLATOR (50)	$5,376.60	$1,080.00	$100.33
Mail Processing Equipment Software	SNLT	PUROLATOR (25)	$3,584.40	$720.00	$66.89
Mail Processing Equipment Software	SNLV	PUROLATOR (5)	$1,344.15	$270.00	$25.08
Mail Processing Equipment Software	SNLX	PUROLATOR (10)	$1,792.20	$360.00	$33.44
Mail Processing Equipment Software	SNM1	MIDLAND COURIER (1)	$806.49	$162.00	$15.05
Mail Processing Equipment Software	SNM2	MIDLAND COURIER (2)	$1,344.15	$270.00	$25.08
Mail Processing Equipment Software	SNMC	MIDLAND COURIER (100)	$17,922.00	$3,600.00	$334.44
Mail Processing Equipment Software	SNME	MIDLAND COURIER (ENTERPRISE)	$22,402.50	$4,500.00	$418.05
Mail Processing Equipment Software	SNML	MIDLAND COURIER (50)	$13,441.50	$2,700.00	$250.83
Mail Processing Equipment Software	SNMT	MIDLAND COURIER (25)	$8,961.00	$1,800.00	$167.22
Mail Processing Equipment Software	SNMV	MIDLAND COURIER (5)	$2,688.30	$540.00	$50.17
Mail Processing Equipment Software	SNMX	MIDLAND COURIER (10)	$4,480.50	$900.00	$83.61
Mail Processing Equipment Software	SNR1	ONTRAC (1)	$806.49	$162.00	$15.05
Mail Processing Equipment Software	SNR2	ONTRAC (2)	$1,344.15	$270.00	$25.08
Mail Processing Equipment Software	SNRC	ONTRAC (100)	$17,922.00	$3,600.00	$334.44
Mail Processing Equipment Software	SNRE	ONTRAC (ENTERPRISE)	$22,402.50	$4,500.00	$418.05
Mail Processing Equipment Software	SNRL	ONTRAC (50)	$13,441.50	$2,700.00	$250.83
Mail Processing Equipment Software	SNRT	ONTRAC (25)	$8,961.00	$1,800.00	$167.22
Mail Processing Equipment Software	SNRV	ONTRAC (5)	$2,688.30	$540.00	$50.17
Mail Processing Equipment Software	SNRX	ONTRAC (10)	$4,480.50	$900.00	$83.61
Mail Processing Equipment Software	SNS1	SPEE-DEE (1)	$806.49	$162.00	$15.05
Mail Processing Equipment Software	SNS2	SPEE-DEE (2)	$1,344.15	$270.00	$25.08
Mail Processing Equipment Software	SNSC	SPEE-DEE (100)	$17,922.00	$3,600.00	$334.44
Mail Processing Equipment Software	SNSE	SPEE-DEE (ENTERPRISE)	$22,402.50	$4,500.00	$418.05
Mail Processing Equipment Software	SNSL	SPEE-DEE (50)	$13,441.50	$2,700.00	$250.83
Mail Processing Equipment Software	SNST	SPEE-DEE (25)	$8,961.00	$1,800.00	$167.22
Mail Processing Equipment Software	SNSV	SPEE-DEE (5)	$2,688.30	$540.00	$50.17
Mail Processing Equipment Software	SNSX	SPEE-DEE (10)	$4,480.50	$900.00	$83.61
Mail Processing Equipment Software	SNU1	DICOM (1)	$806.49	$162.00	$15.05
Mail Processing Equipment Software	SNU2	DICOM (2)	$1,344.15	$270.00	$25.08
Mail Processing Equipment Software	SNUC	DICOM (100)	$17,922.00	$3,600.00	$334.44
Mail Processing Equipment Software	SNUE	DICOM (ENTERPRISE)	$22,402.50	$4,500.00	$418.05
Mail Processing Equipment Software	SNUL	DICOM (50)	$13,441.50	$2,700.00	$250.83
Mail Processing Equipment Software	SNUT	DICOM (25)	$8,961.00	$1,800.00	$167.22
Mail Processing Equipment Software	SNUV	DICOM (5)	$2,688.30	$540.00	$50.17
Mail Processing Equipment Software	SNUX	DICOM (10)	$4,480.50	$900.00	$83.61
Mail Processing Equipment Software	SNV1	VELOCITY (1)	$806.49	$162.00	$15.05
Mail Processing Equipment Software	SNV2	VELOCITY (2)	$1,344.15	$270.00	$25.08
Mail Processing Equipment Software	SNVC	VELOCITY (100)	$17,922.00	$3,600.00	$334.44
Mail Processing Equipment Software	SNVE	VELOCITY (ENTERPRISE)	$22,402.50	$4,500.00	$418.05
Mail Processing Equipment Software	SNVL	VELOCITY (50)	$13,441.50	$2,700.00	$250.83
Mail Processing Equipment Software	SNVT	VELOCITY (25)	$8,961.00	$1,800.00	$167.22
Mail Processing Equipment Software	SNVV	VELOCITY (5)	$2,688.30	$540.00	$50.17
Mail Processing Equipment Software	SNVX	VELOCITY (10)	$4,480.50	$900.00	$83.61
Mail Processing Equipment Software	SNY1	ICS COURIER (1)	$806.49	$162.00	$15.05
Mail Processing Equipment Software	SNY2	ICS COURIER (2)	$1,344.15	$270.00	$25.08
Mail Processing Equipment Software	SNYC	ICS COURIER (100)	$17,922.00	$3,600.00	$334.44
Mail Processing Equipment Software	SNYE	ICS COURIER (ENTERPRISE)	$22,402.50	$4,500.00	$418.05
Mail Processing Equipment Software	SNYL	ICS COURIER (50)	$13,441.50	$2,700.00	$250.83
Mail Processing Equipment Software	SNYT	ICS COURIER (25)	$8,961.00	$1,800.00	$167.22
Mail Processing Equipment Software	SNYV	ICS COURIER (5)	$2,688.30	$540.00	$50.17
Mail Processing Equipment Software	SNYX	ICS COURIER (10)	$4,480.50	$900.00	$83.61
Mail Processing Equipment Software	SNZ1	CARDINAL COURIER (1)	$806.49	$162.00	$15.05
Mail Processing Equipment Software	SNZ2	CARDINAL COURIER (2)	$1,344.15	$270.00	$25.08
Mail Processing Equipment Software	SNZC	CARDINAL COURIER (100)	$17,922.00	$3,600.00	$334.44
Mail Processing Equipment Software	SNZE	CARDINAL COURIER (ENTERPRISE)	$22,402.50	$4,500.00	$418.05
Mail Processing Equipment Software	SNZL	CARDINAL COURIER (50)	$13,441.50	$2,700.00	$250.83
Mail Processing Equipment Software	SNZT	CARDINAL COURIER (25)	$8,961.00	$1,800.00	$167.22
Mail Processing Equipment Software	SNZV	CARDINAL COURIER (5)	$2,688.30	$540.00	$50.17
Mail Processing Equipment Software	SNZX	CARDINAL COURIER (10)	$4,480.50	$900.00	$83.61
Mail Processing Equipment Accessories	SPE30	100 LB. TABLETOP SCALE	$903.41	$229.00	$21.27
Mail Processing Equipment Accessories	SPE32	200 LB. ROLLERTOP SCALE	$1,175.80	$333.00	$30.94
Mail Processing Equipment Accessories	SPE39	CORDLESS WEDGE SCANNER	$1,698.47	$415.00	$38.55
Mail Processing Equipment Software	SPE-BBSDK	BLACK BOX SDK	$100.00/MONTH	$0.00	$0.00

Mail Processing Equipment Software	SPE-CBC	CROSS BORDER CONSOLIDATION	$300.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-FSMS	FEDEX SHIP MANAGER SERVER	$0.00	$0.00	$0.00
Mail Processing Equipment Software	SPE-H1	ADDITIONAL LOCATION (1) PRICE PER LOC.	$4,400.00	$900.00	$83.61
Mail Processing Equipment Software	SPE-H2	ADDITIONAL LOCATIONS (2) PRICE PER LOC.	$9,198.64	$1,800.00	$167.22
Mail Processing Equipment Software	SPE-H3	ADDITIONAL LOCATIONS (5) PRICE PER LOC.	$6,898.98	$1,350.00	$125.42
Mail Processing Equipment Software	SPE-HC	ADDITIONAL LOCATIONS(100) PRICE PER LOC.	$1,320.00	$270.00	$25.08
Mail Processing Equipment Software	SPE-HL	ADDITIONAL LOCATIONS (50) PRICE PER LOC.	$1,760.00	$360.00	$33.44
Mail Processing Equipment Software	SPE-HS	HOSTING SERVICES	$27,595.92	$0.00	$0.00
Mail Processing Equipment Software	SPE-HT	ADDITIONAL LOCATIONS (25) PRICE PER LOC.	$2,640.00	$540.00	$50.17
Mail Processing Equipment Software	SPE-HX	ADDITIONAL LOCATIONS (10) PRICE PER LOC.	$4,400.00	$900.00	$83.61
Mail Processing Equipment Software	SPE-JR76	GREEN J075 100 LB TABLETOP SCALE	$455.33	$229.00	$21.27
Mail Processing Equipment Software	SPEOV	SENDPRO ENTERPRISE OVERAGE FEE	$0.13	$0.00	$0.00
Mail Processing Equipment Accessories	SPEPS	SENDPRO ENTERPRISE IMPLEMENTATION	$850.00	$0.00	$0.00
Mail Processing Equipment Software	SPE-RPS	RESTRICTED PARTY SCREENING	$150.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	SPE-SPM8	QL-800 POSTAGE ROLL PRINTER	$134.80	$0.00	$0.00
Mail Processing Equipment Software	SPE-SS1	SENDPRO ENTERPRISE 1 SITE/SINGLE STATION	$7,040.00	$460.80	$42.81
Mail Processing Equipment Accessories	SPE-T539	CORDLESS SCANNER	$1,720.56	$415.00	$38.55
Mail Processing Equipment Software	SPE-TIER2-100	SENDPRO ENTERPRISE TIER 2 SUB 100	$100.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-TIER2-10000	SENDPRO ENTERPRISE TIER 2 SUB 10000	$1750.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-TIER2-100000	SENDPRO ENTERPRISE TIER 2 SUB 100000	$6500.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-TIER2-150000	SENDPRO ENTERPRISE TIER 2 SUB 150000	$8000.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-TIER2-25000	SENDPRO ENTERPRISE TIER 2 SUB 25000	$2750.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-TIER2-500	SENDPRO ENTERPRISE TIER 2 SUB 500	$180.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-TIER2-50000	SENDPRO ENTERPRISE TIER 2 SUB 50000	$3750/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-TIER2-7500	SENDPRO ENTERPRISE TIER 2 SUB 7500	$1650.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-TIER3-100	SENDPRO ENTERPRISE TIER 3 SUB 100	$200.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-TIER3-1000	SENDPRO ENTERPRISE TIER 3 SUB 1000	$550.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-TIER3-10000	SENDPRO ENTERPRISE TIER 3 SUB 10000	$2000.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-TIER3-150000	SENDPRO ENTERPRISE TIER 3 SUB 150000	$8500.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-TIER3-25000	SENDPRO ENTERPRISE TIER 3 SUB 25000	$3000/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-TIER3-500	SENDPRO ENTERPRISE TIER 3 SUB 500	$325.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-TIER3-50000	SENDPRO ENTERPRISE TIER 3 SUB 50000	$4000.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-TIER3-7500	SENDPRO ENTERPRISE TIER 3 SUB 7500	$1850.00/MONTH	$0.00	$0.00
Mail Processing Equipment Accessories	SPE-TS34	CORDLESS WEDGE SCANNER SPARE BATTERY	$102.10	$0.00	$0.00
Mail Processing Equipment Software	SPM3	SENDPRO STAMP ROLL PRINTING BUNDLE	$172.30	$0.00	$0.00
Mail Processing Equipment Accessories	SPY8	LASER PRINTER	$718.10	$168.00	$15.61
Mail Processing Equipment Software	SSCA	ADDITIONAL CARRIER ACCOUNT ACTIVATION	$896.10	$180.00	$16.72
Mail Processing Equipment Accessories	SSFE	REGIONAL CARRIER SET-UP FEE	$730.66	$0.00	$0.00
Mail Processing Equipment Software	SSH1	ADDITIONAL LOCATION (1) PRICE PER LOCATION	$4,480.50	$900.00	$83.61
Mail Processing Equipment Software	SSH2	ADDITIONAL LOCATIONS (2) PRICE PER LOCATION	$8,989.58	$1,800.00	$167.22
Mail Processing Equipment Software	SSHC	ADDITIONAL LOCATIONS (100) PRICE PER LOCATION	$1,344.15	$270.00	$25.08
Mail Processing Equipment Software	SSHL	ADDITIONAL LOCATIONS (50) PRICE PER LOCATION	$1,792.20	$360.00	$33.44
Mail Processing Equipment Software	SSHT	ADDITIONAL LOCATIONS (25) PRICE PER LOCATION	$2,688.30	$540.00	$50.17
Mail Processing Equipment Software	SSHV	ADDITIONAL LOCATIONS (5) PRICE PER LOCATION	$6,742.19	$1,350.00	$125.42
Mail Processing Equipment Software	SSHX	ADDITIONAL LOCATIONS (10) PRICE PER LOCATION	$4,480.50	$900.00	$83.61
Mail Processing Equipment Software	SSLZ	ADDITIONAL WORKSTATION LICENSE	$3,584.40	$720.00	$66.89
Mail Processing Equipment Accessories	SSS4	APPLICATION CONFIGURATION FEE - SOLUTIONS - 1/2 DAY	$674.22	$0.00	$0.00
Mail Processing Equipment Accessories	SSSD	APPLICATION CONFIGURATION FEE - SOLUTIONS - FULL DAY	$1,348.30	$0.00	$0.00
Mail Processing Equipment Software	SSZ1	SENDSUITE LIVE PLANETPRESS INTERFACE (1)	$4,480.50	$900.00	$83.61
Mail Processing Equipment Software	SSZ2	SENDSUITE LIVE PLANETPRESS INTERFACE (2)	$6,720.75	$1,350.00	$125.42
Mail Processing Equipment Software	SSZC	SENDSUITE LIVE PLANETPRESS INTERFACE (100)	$22,402.50	$4,500.00	$418.05
Mail Processing Equipment Software	SSZE	SENDSUITE LIVE PLANETPRESS INTERFACE (ENTERPRISE)	$22,402.50	$4,500.00	$418.05
Mail Processing Equipment Software	SSZL	SENDSUITE LIVE PLANETPRESS INTERFACE (50)	$22,402.50	$4,500.00	$418.05
Mail Processing Equipment Software	SSZT	SENDSUITE LIVE PLANETPRESS INTERFACE (25)	$17,922.00	$3,600.00	$334.44
Mail Processing Equipment Software	SSZV	SENDSUITE LIVE PLANETPRESS INTERFACE (5)	$8,961.00	$1,800.00	$167.22
Mail Processing Equipment Software	SSZX	SENDSUITE LIVE PLANETPRESS INTERFACE (10)	$13,441.50	$2,700.00	$250.83
Mail Processing Equipment Accessories	SV5A	DM SERIES ANALYTICS (50 ACCOUNTS)	$227.80	$0.00	$0.00
Mail Processing Equipment Accessories	SV6A	DM SERIES ANALYTICS (100 ACCOUNTS)	$430.00	$0.00	$0.00
Mail Processing Equipment Accessories	SV7A	DM SERIES ANALYTICS (300 ACCOUNTS)	$700.00	$0.00	$0.00
Mail Processing Equipment Accessories	SVWA	SENDPRO P SERIES CONSOLE WITH SCALE STAND	$1,491.10	$0.00	$0.00
Mail Processing Equipment Accessories	SVWB	BRIDGE FOR SENDPRO P SERIES CONSOLE	$357.40	$0.00	$0.00
Mail Processing Equipment Accessories	SVWC	DOUBLE DRAWER AND DOOR KIT FOR SENDPRO P SERIES CONSOLE	$737.00	$0.00	$0.00
Mail Processing Equipment Accessories	SVWD	ADDITIONAL SCALE STAND FOR SENDPRO P SERIES CONSOLE	$210.80	$0.00	$0.00
Mail Processing Equipment Accessories	SVWE	CONSOLE WITH CASTER KIT	$1,444.70	$0.00	$0.00
Mail Processing Equipment Accessories	SVWX	CONSOLE EXTENSION KIT	$458.40	$0.00	$0.00
Mail Processing Equipment Software	T2X1	SST SINGLE SITE UNLIMITED WORKSTATION	$8,455.33	$1,288.00	$119.66
Mail Processing Equipment Software	T2X3	SST UPGRADE ARRIVAL SOFTWARE ONLY TO SINGLE SITE UNLIMITED WORKSTATION	$4,859.50	$724.00	$67.26
Mail Processing Equipment Accessories	T530	NON-CONTACT PROGRAMMABLE WEDGE SCANNER	$1,793.42	$312.00	$28.98
Mail Processing Equipment Accessories	T536	LOW TO MID VOLUME 4IN. ADHESIVE LABEL PRINTER	$894.46	$222.00	$20.62
Mail Processing Equipment Accessories	T539	CORDLESS SCANNER	$1,703.53	$415.00	$38.55
Mail Processing Equipment Accessories	T53S	SCANNER STAND FOR NON-CONTACT PROGRAMMABLE WEDGE SCANNER	$129.78	$0.00	$0.00
Mail Processing Equipment Software	T545	ADD 1 SITE W/ SINGLE WORKSTATION	$712.40	$119.25	$11.08
Mail Processing Equipment Accessories	T54M	FOUR BAY CRADLE/BATTERY CHARGER FOR TRACKING ASSISTANT (T742/T745/T746)	$894.46	$0.00	$0.00
Mail Processing Equipment Accessories	T54S	SINGLE BAY CRADLE/BATTERY CHARGER FOR TRACKING ASSISTANT (T742/T745/T746)	$426.70	$0.00	$0.00
Mail Processing Equipment Accessories	T5EN	E-MAIL NOTIFICATION	$0.00	$0.00	$0.00
Mail Processing Equipment Software	T5FF	ARRIVAL IMAGING	$1,120.13	$188.00	$17.47
Mail Processing Equipment Software	T5FG	ROUTE ACTIVITY LOGGING FEATURE	$1,120.13	$188.00	$17.47
Mail Processing Equipment Software	T5MC	ADD 100 SITES W/ MULTIPLE WORKSTATIONS	$196,245.90	$32,850.00	$3,051.78
Mail Processing Equipment Software	T5ML	ADD 50 SITES W/ MULTIPLE WORKSTATIONS	$118,285.20	$19,800.00	$1,839.43
Mail Processing Equipment Accessories	T5MP	LOW TO MID VOLUME 4 IN. LABEL PRINTER	$894.46	$222.00	$20.62
Mail Processing Equipment Software	T5MX	ADD 10 SITES W/ MULTIPLE WORKSTATIONS	$27,555.08	$4,612.50	$428.50
Mail Processing Equipment Accessories	T5P4	PC W/ FLAT PANEL MONITOR	$2,512.59	$443.00	$41.15

Mail Processing Equipment Accessories	T5PP	LASER PRINTER	$624.78	$168.00	$15.61
Mail Processing Equipment Software	T5PR	MAIL CENTER PRODUCTIVITY REPORTING	$712.40	$119.00	$11.06
Mail Processing Equipment Software	T5SU	ADD 1 SINGLE USER	$712.40	$119.25	$11.08
Mail Processing Equipment Software	T5SX	ADD 10 SITES W/ SINGLE WORKSTATION	$6,227.90	$1,042.50	$96.85
Mail Processing Equipment Accessories	T5T0	NON-CONTACT PROGRAMMABLE WEDGE SCANNER	$1,793.42	$312.00	$28.98
Mail Processing Equipment Accessories	T5T8	TRACKING ASSISTANT PORTABLE BELT PRINTER	$1,245.06	$177.00	$16.44
Mail Processing Equipment Accessories	T5T9	CORDLESS SCANNER	$1,703.53	$415.00	$38.55
Mail Processing Equipment Accessories	T5TB	USB SYNC CABLE	$179.35	$0.00	$0.00
Mail Processing Equipment Accessories	T5TS	SCANNER STAND FOR NON-CONTACT PROGRAMMABLE WEDGE SCANNER	$130.00	$0.00	$0.00
Mail Processing Equipment Accessories	T5TW	WIRELESS ACCESS POINT	$1,253.60	$0.00	$0.00
Mail Processing Equipment Software	T5UC	ADD 1 SITE W/ MULTIPLE WORKSTATIONS	$3,131.87	$524.25	$48.70
Mail Processing Equipment Software	T5WC	WIRELESS CONNECTIVITY MODULE	$268.83	$45.00	$4.18
Mail Processing Equipment Accessories	T790031	SINGLE BAY CRADLE FOR T764/5, T6MD/E	$674.22	$0.00	$0.00
Mail Processing Equipment Accessories	T790032	ETHERNET ADAPTER T764/5, T6MD/E	$538.48	$0.00	$0.00
Folders-Inserters	TI10	RELAY 1000 2 STATION INSERTER W/ INSTALL AND TRG	$3,526.00	$433.00	$40.23
Folders-Inserters	TI11	RELAY 1000 3 STATION INSERTER W /INSTALL AND TRG	$4,214.00	$516.00	$47.94
Folders-Inserters	TI23	2D SCANNER C & DOUBLE FOLD FRONT OF DOCUMENT, HALF AND Z FOLD BACK OF DOCUMENT W/INSTALL & TRAINING	$2,357.00	$450.00	$41.81
Folders-Inserters	TI24	2D SCANNER HALF & Z FOLD FRONT OF DOCUMENT, C & DOUBLE FOLD BACK OF DOCUMENT W/INSTALL & TRAINING	$2,357.00	$450.00	$41.81
Folders-Inserters	TI25	RELAY 2500 W/INSTALL & TRAINING	$6,880.00	$960.00	$89.18
Folders-Inserters	TI2D	2D TOWER SCANNING	$2,415.00	$1,189.00	$110.46
Folders-Inserters	TI35	RELAY 3500 W/INSTALL & TRAINING	$10,750.00	$1,320.00	$122.63
Folders-Inserters	TI45	RELAY 4500 W/INSTALL & TRAINING	$12,900.00	$1,800.00	$167.22
Folders-Inserters	TI50	RELAY 5000 W/4 FEEDER TOWER	$18,229.90	$2,453.00	$227.89
Mail Processing Equipment Software	TI5P	RELAY 5000/6000 FILE BASED PROCESSING WITHOUT PC	$7,714.31	$708.00	$65.77
Folders-Inserters	TI60	RELAY 6000 INSERTING SYSTEM	$35,879.92	$3,477.00	$323.02
Mail Processing Equipment Software	TI6P	RELAY 5000/6000 FILE BASED PROCESSING	$8,571.46	$1,189.00	$110.46
Folders-Inserters	TI70	RELAY 7000 INSERTING SYSTEM	$35,118.47	$4,334.00	$402.63
Folders-Inserters	TI80	RELAY 8000 INSERTING SYSTEM	$51,601.28	$5,763.00	$535.39
Folders-Inserters	TI90	OMR SCAN W/INSTALL & TRG RELAY 2500	$1,433.84	$0.00	$0.00
Folders-Inserters	TI91	OMR SCAN W/INSTALL & TRG RELAY 3500-4500	$1,433.84	$0.00	$0.00
Folders-Inserters	TI92	2D SCANNER C & DOUBLE FOLD FRONT OF DOCUMENT, HALF AND Z FOLD BACK OF DOCUMENT / RELAY INTERGITY EXPRESS/ II	$2,242.90	$450.00	$41.81
Folders-Inserters	TI93	2D SCANNER HALF AND Z FOLD FRONT OF DOCUMENT, C & DOUBLE FOLD BACK OF DOCUMENT /RELAY INTEGRITY EXPRESS/IN	$2,242.90	$450.00	$41.81
Folders-Inserters	TI99	RELAY 9000 INSERTER W/INST/TRG<500K MO W/ BASE, MAIL FEEDER, TOWER FDR & BKLT FEEDER	$67,799.76	$9,482.00	$880.88
Folders-Inserters	TI9B	RELAY 9000 2ND TOWER	$25,189.92	$3,598.00	$334.26
Folders-Inserters	TI9C	BOOKLET FEEDER	$4,639.32	$663.00	$61.59
Folders-Inserters	TI9E	RELAY 9000 MULTIFUNCTION FOLDER	$22,436.40	$3,205.00	$297.75
Folders-Inserters	TI9F	RELAY 9000 BELT STACKER (90 DEGREE ANGLE) SYSTEM COMES WITH LIMITED CATCH TRAY, BELT STACKER SHOUILD ALWAYS E	$4,639.32	$663.00	$61.59
Folders-Inserters	TI9M	RELAY 9000 PEDAL KIT FOR MANUAL FEED	$289.80	$0.00	$0.00
Mail Processing Equipment Software	TI9P	RELAY 7000/8000 FILE BASED PROCESSING WITHOUT PC	$10,097.60	$708.00	$65.77
Folders-Inserters	TIAT	ADDITIONAL SHEET FEEDER	$1,253.60	$0.00	$0.00
Folders-Inserters	TIBB	BELT STACKER W/ INSTALLATION TO HEIGHT STAND	$3,568.60	$232.00	$21.55
Folders-Inserters	TIBD	TANDEM BELT STACKER W/ INSTALLATION TO HEIGHT STAND, INLINE	$4,669.49	$232.00	$21.55
Folders-Inserters	TIET	EXIT TRANSPORT	$1,715.70	$0.00	$0.00
Folders-Inserters	TIFS	FLAT SEALER	$3,812.60	$0.00	$0.00
Mail Processing Equipment Accessories	TINP	NON PERF PAPER RELAY 2500-4500	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	TIPP	PERFED PAPER RELAY 2500-4500	$0.00	$0.00	$0.00
Folders-Inserters	TIRC	60 IN. HEIGHT ADJUSTABLE TABLE, NO DOORS, SLIDING SHELF	$2,247.40	$0.00	$0.00
Folders-Inserters	TIRD	90 IN. HEIGHT ADJUSTABLE TABLE, NO DOORS, SLIDING SHELF	$3,943.10	$0.00	$0.00
Folders-Inserters	TIRH	HEIGHT ADJUSTABLE TABLE; 60IN. W/ SHELF AND LOCKING DOORS	$1,904.90	$0.00	$0.00
Folders-Inserters	TIRJ	HEIGHT ADJUSTABLE TABLE; 60IN. W/ SHELF	$1,638.30	$0.00	$0.00
Folders-Inserters	TIRM	TIRM - TOWER SCANNING HARDWARE	$2,729.25	$388.00	$36.05
Folders-Inserters	TIRS	VERTICAL STACKER W/INSTALL & TRG	$1,509.30	$167.00	$15.51
Folders-Inserters	TIRX	2D SHEET FDR/INST&TRG/INTEGRITY EXPRESS	$3,896.98	$1,055.00	$98.01
Folders-Inserters	TIRY	2D TOWER/INST& TRG/INTEGRITY EXPRESS	$2,476.80	$1,189.00	$110.46
Folders-Inserters	TIVP	VERTICAL POWER STACKER	$1,733.35	$167.00	$15.51
Mail Processing Equipment Accessories	TMNS	CELLULAR SYNCH DATA PLAN	$0.00	$0.00	$0.00
Mail Processing Equipment Software	TRMM	SST MULTIPLE SITE UNLIMITED WORKSTATION	$16,195.36	$2,580.00	$239.68
Mail Processing Equipment Software	TRUM	SST UPGRADE ARRIVAL SOFTWARE ONLY TO MULTIPLE SITE UNLIMITED WORKSTATION	$4,306.64	$1,656.00	$153.84
Mail Processing Equipment Accessories	TS14	CONTINUOUS LABELS SUPPLY FOR HIGH VOLUME PRINTER	$233.40	$0.00	$0.00
Mail Processing Equipment Accessories	TS1M	ENVELOPES #10 GUMMED, WHITE	$156.80	$0.00	$0.00
Mail Processing Equipment Accessories	TS1N	ENVELOPES 6" X 9" GUMMED, WHITE	$182.93	$0.00	$0.00
Mail Processing Equipment Accessories	TS1O	ENVELOPES 6" X 9 1/2" GUMMED, WHITE	$193.20	$0.00	$0.00
Mail Processing Equipment Accessories	TS1P	ENVELOPES 9 1/2" X 12" GUMMED,WHITE	$261.33	$0.00	$0.00
Mail Processing Equipment Accessories	TS30	HIGH VOLUME PRINTER 4IN. CONTINUOUS THERMAL DIRECT LABELS SUPPLY CASE	$215.55	$0.00	$0.00
Mail Processing Equipment Accessories	TS31	CONTINUOUS LABELS SUPPLY FOR LOW TO MID VOLUME PRINTER	$125.70	$0.00	$0.00
Mail Processing Equipment Accessories	TS33	TRACKING ASSISTANT PORTABLE BELT PRINTER 2IN. CONTINUOUS THERMAL DIRECT LABELS SUPPLY CASE	$65.00	$0.00	$0.00
Mail Processing Equipment Software	VPEC	ECOMMERCE INTERFACE	$3,012.55	$0.00	$0.00
Mail Processing Equipment Accessories	W409	17" FLAT PANEL DISPLAY	$186.00	$0.00	$0.00
Mail Processing Equipment Accessories	W592	WINDOWS 10 PC	$2,351.58	$119.00	$11.06
Mail Processing Equipment Accessories	W760	STACKER FOR W360 TABBER	$1,573.80	$212.00	$19.69
Mail Processing Equipment Accessories	W763	W760 STACKER FOR ADDRESSRIGHT PRINTERS	$2,031.50	$212.00	$19.69
Mail Processing Equipment Accessories	W764	W760 STACKER AND DRYER FOR ADDRESSRIGHT PRINTERS	$2,610.01	$330.00	$30.66
Mail Processing Equipment Accessories	WIF2	WIFI ADAPTER OPTION FOR LAN2 DM125-225	$31.20	$0.00	$0.00
Mail Processing Equipment Accessories	WIF4	WIFI ADAPTER OPTION	$35.28	$0.00	$0.00
Mail Processing Equipment Accessories	WPTA	MM TO CRMAILER AUTOMATION SERVICE	$517.00	$0.00	$0.00
Mail Processing Equipment Accessories	WPYC	SCANNER PACKAGE	$4,312.90	$0.00	$0.00
Mail Processing Equipment Accessories	WPYG	FACE DOWN FINISHER INCLUDES	$2,811.34	$0.00	$0.00
Mail Processing Equipment Accessories	WPYI	AUTO-CONTROL STACKING TRAY II	$1,228.08	$0.00	$0.00
Mail Processing Equipment Accessories	WPYJ	WIDE STACKING TRAY	$1,228.08	$0.00	$0.00
Mail Processing Equipment Accessories	WPYM	FW 4 CARTRIDGE STARTER INK PACK	$1,806.00	$0.00	$0.00
Mail Processing Equipment Accessories	WPZ3	STANDARD STAPLES FOR GD FINISHER	$80.75	$0.00	$0.00
Mail Processing Equipment Accessories	WPZE	LEFT SIDE FACE DOWN TRAY (500 SHEETS ONLY)	$169.15	$0.00	$0.00

Mail Processing Equipment Accessories	WPZF	FACE DOWN LEFT EXIT STAPLER (1000 SHEETS)	$2,524.50	$0.00	$0.00
Mail Processing Equipment Accessories	WPZG	ADDITIONAL PAPER STACKER CART FOR WPZU	$1,695.75	$0.00	$0.00
Mail Processing Equipment Accessories	WPZH	COMCOLOR HIGH PERFORMANCE RIP	$16,366.75	$250.00	$23.23
Mail Processing Equipment Accessories	WPZJ	COMCOLOR SCANNER PACKAGE	$4,262.75	$0.00	$0.00
Mail Processing Equipment Accessories	WPZN	AUTO CONTROL STACKING TRAY II	$1,213.80	$0.00	$0.00
Mail Processing Equipment Accessories	WPZP	WIDE STACKING TRAY	$959.65	$0.00	$0.00
Mail Processing Equipment Accessories	WPZR	HIGH CAPACITY FEEDER	$7,063.50	$997.00	$92.62
Mail Processing Equipment Accessories	WPZU	HIGH CAPACITY EXIT STACKER W/ ONE PAPER CART	$14,627.65	$2,065.00	$191.84
Mail Processing Equipment Accessories	WPZW	CMYKG FULL INK PACKAGE	$2,231.25	$0.00	$0.00
Mail Processing Equipment Accessories	WPZY	BOOKLET STAPLES FOR GD FINISHER	$102.00	$0.00	$0.00
Mail Processing Equipment Accessories	WPZZ	STANDARD STAPLES FOR GD LEFT SIDE FACE DOWN LEFT EXIT STAPLER	$80.75	$0.00	$0.00
Mail Processing Equipment Accessories	Z690000	ETHERNET 4 PORT HUB	$261.20	$0.00	$0.00
Mail Processing Equipment Accessories	Z690001	ETHERNET 16 PORT HUB	$613.99	$0.00	$0.00
Mail Processing Equipment Accessories	Z690003	ETHERNET CABLE (14 FEET)	$42.40	$0.00	$0.00
Mail Processing Equipment Accessories	Z690004	ETHERNET CABLE (25 FEET)	$42.40	$0.00	$0.00
Mail Processing Equipment Accessories	Z690034	SECONDARY NETWORK CARD FOR DATA TRANSFERS	$174.90	$0.00	$0.00
Mail Processing Equipment Software	Z6C3	UPGRADE SOFTWARE FOR WIN2000	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	Z6C4	BUSINESS MANAGER ADMIN/REPORTING/DATA COLLECTOR UPGRADE TO EXISTING SYSTEM	$763.91	$0.00	$0.00
Mail Processing Equipment Software	Z6C5	BUSINESS SOFTWARE UPGRADE FROM VERSION 3.0 TO LATEST VERSION	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	Z6FM	FUNDS MANAGEMENT - DM SERIES ONLY	$1,105.50	$0.00	$0.00
Mail Processing Equipment Accessories	Z6V5	UPGRADE SOFTWARE FOR WINXP	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	ZH01	5LB WEIGHING OPTION FOR MP82 SCALE	$739.39	$0.00	$0.00
Mail Processing Equipment Accessories	ZH02	10LB WEIGHING OPTION FOR MP82 SCALE	$1,187.50	$0.00	$0.00
Mail Processing Equipment Software	ZH03	15LB WEIGHING OPTION FOR MP82 SCALE	$1,635.62	$0.00	$0.00
Mail Processing Equipment Accessories	ZH07	30 LBS. WEIGHT AND MEASURES EXTERNAL SCALE	$1,635.62	$0.00	$0.00
Mail Processing Equipment Accessories	ZH13	30 LBS. C SERIES EXTERNAL SCALE	$2,385.38	$0.00	$0.00
Mail Processing Equipment Accessories	ZH15	70 LBS. C SERIES EXTERNAL SCALE	$2,660.29	$0.00	$0.00
Mail Processing Equipment Accessories	ZH24	MANUAL WEIGHT ENTRY	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	ZH25	2H00 40 LPM	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	ZH26	2H00 50 LPM	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	ZH27	2H00 65 LPM	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	ZH29	95 LPM SPEED	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	ZH30	UPGRADE TO 120 LPM SPEED	$840.00	$0.00	$0.00
Mail Processing Equipment Accessories	ZH36	AUTO INSCRIPTIONS	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	ZH37	AUTO AD SLOGANS	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	ZHA3	30 LB WEIGHING OPTION FOR MT30 SCALE	$2,125.00	$0.00	$0.00
Mail Processing Equipment Accessories	ZHA3	30 LB Scale Option	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	ZHB5	70 LB WEIGHING OPTION FOR MT7W SCALE	$2,350.00	$0.00	$0.00
Mail Processing Equipment Accessories	ZHC2	SENDPRO C200 BASE SYSTEM IDENTIFIER	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	ZHC3	SENDPRO C300 BASE SYSTEM IDENTIFIER	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	ZHC4	SENDPRO C400 BASE SYSTEM IDENTIFIER	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	ZHC425	SENDPRO C425 BASE SYSTEM IDENTIFIER	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	ZHC5	SENDPRO C500 BASE SYSTEM IDENTIFIER	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	ZHD1	STANDARD AD SLOGAN	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	ZHD2	STANDARD INSCRIPTION	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	ZHD3	CUSTOM AD SLOGAN	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	ZHD4	CUSTOM INSCRIPTION	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	ZHD5	USPS RATES WITH METERED LETTER	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	ZHD6	USPS RATES WITH STAMPED LETTER	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	ZHD9	RETAIL GROUND LOR	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	ZHE1	FIRST-CLASS COMMERCIAL PRESORT RATES	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	ZHE2	PB PRESORT XTRA RATES	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	ZHLS	LOBBY SCALE CAPABILITY	$0.00	$0.00	$0.00
Mail Processing Equipment Accessories	ZHWH	15LBS WEIGHING OPTION FOR MP81 SCALE	$1,525.61	$0.00	$0.00
Mail Processing Equipment Accessories	ZHWL	5LBS WEIGHING OPTION FOR MP81 SCALE	$667.80	$0.00	$0.00
Mail Processing Equipment Accessories	ZHWM	10LBS WEIGHING OPTION FOR MP81 SCALE	$1,113.70	$0.00	$0.00
Mail Processing Equipment Accessories	ZHZ0	DIFFERENTIAL WEIGHING	$0.00	$0.00	$0.00
Supplies	SL-870-1	RED POSTAL INK CARTRIDGE - 1 PER BOX; UP TO 400-880 IMPRESSIONS OR 3-4 MONTHS - FOR SENDPRO® MAILSTATION (CSD1	$67.75	$0.00	$0.00
Supplies	SL-SPM01	SENDPRO® POSTAGE SHEETS - 5 SHEETS/BOX - 25 STAMPS PER SHEET FOR A TOTAL OF 125 STAMPS - FOR ALL STANDARD DESK	$3.95	$0.00	$0.00
Supplies	SL-SPM02	SENDPRO® POSTAGE ROLL - 1 ROLL/BOX - 1,000 STAMPS PER ROLL - FOR 6WB-M, QL700, WL800, SPM3 & SL-SPM8 PRINTERS	$35.19	$0.00	$0.00
Supplies	SL-S-8929UA	Riso FT Series Black Ink Cartridge – 1/box; Up to 99,000 pages - For Riso FT Series Printers	$462.00	$0.00	$0.00
Supplies	SL-S-8930UA	Riso FT Series Cyan Ink Cartridge – 1/box; Up to 107,000 pages - For Riso FT Series Printers	$462.00	$0.00	$0.00
Supplies	SL-S-8931UA	Riso FT Series Magenta Ink Cartridge – 1/box; Up to 160,000 pages - For Riso FT Series Printers	$462.00	$0.00	$0.00
Supplies	SL-S-8932UA	Riso FT Series Yellow Ink Cartridge – 1/box; Up to 112,000 pages - For Riso FT Series Printers	$462.00	$0.00	$0.00
Supplies	SL-7741	HP 771 Black Ink Cartridge for Upgraded DM Infinity Systems	$523.60	$0.00	$0.00
Supplies	SL-775P	HP 775P Print Head Replacement for Upgraded DM Infinity Systems	$523.60	$0.00	$0.00
Supplies	SL-SPM11	Postage Sheets for Stamp Printing - 6 sheets, 20 labels per sheet for a total of 120 labels - For PitneyShip Pro and SendPro Onlin	$4.39	$0.00	$0.00
Supplies	SL-SPM12	Postage Roll - 1 roll/box - 1,000 stamps per roll - For 6WB-M, QL700, WL800, SPM3 and SL-SPM8 printers	$35.19	$0.00	$0.00
Supplies	6WB-A	4 in Continuous Shipping Labels - 1 roll of 260 self stick adhesive labels - For SendPro, 6WB-P E-4204 Thermal Label Printer	$17.15	$0.00	$0.00
Supplies	41R-7	Riso S-4129G Staples - 3 Cartridges/box - 5,000 staples per cartridge - For HC5500, ComColor 3010, ComColorR 7010, ComColor	$83.60	$0.00	$0.00
Supplies	41R-8	Riso S-4130G Staples - 4 Cartridges/box - 5,000 staples per cartridge - For HC5500, ComColor 3010, ComColorR 7010, ComColor	$105.60	$0.00	$0.00
Supplies	41R-6	Riso S-6685 Face Down Offset Staples - 5,000 staples/cartridge - For ComColor 3110, 3150, 7110, 7150, 9150	$83.60	$0.00	$0.00
Supplies	SL-S-7250UA	Riso S-7250UA Black Ink Cartridge - 1/box - For ComColor FW 5000, FW 5230, FW 5231, Pitney Bowes WPYT, WPYQ, WPYK	$438.38	$0.00	$0.00
Supplies	SL-S-7251UA	Riso S-7251UA Cyan Ink Cartridge - 1/box - For ComColor FW 5000, FW 5230, FW 5231, Pitney Bowes WPYT, WPYQ, WPYK	$462.00	$0.00	$0.00
Supplies	SL-S-7252UA	Riso S-7252UA Magenta Ink Cartridge - 1/box - For ComColor FW 5000, FW 5230, FW 5231, Pitney Bowes WPYT, WPYQ, WPYK	$462.00	$0.00	$0.00
Supplies	SL-S-7253UA	Riso S-7253UA Yellow Ink Cartridge - 1/box - For ComColor FW 5000, FW 5230, FW 5231, Pitney Bowes WPYT, WPYQ, WPYK	$462.00	$0.00	$0.00
Supplies	SL-S-7280UA	Riso S-7280UA Black Ink Cartridge - 1/box - Up to 91,200 pages - For ComColor GD7330, GD9630; Pitney Bowes WPCZ, WPZB	$462.00	$0.00	$0.00
Supplies	SL-S-7281UA	Riso S-7281UA Cyan Ink Cartridge - 1/box - Up to 143,858 pages - For ComColor GD7330, GD9630, Pitney Bowes WPCZ, WPZB	$462.00	$0.00	$0.00
Supplies	SL-S-7282UA	Riso S-7282UA Magenta Ink Cartridge - 1/box - Up to 143,858 pages - For ComColor GD7330, GD9630, Pitney Bowes WPCZ, WP	$462.00	$0.00	$0.00
Supplies	SL-S-7283UA	Riso S-7283UA Yellow Ink Cartridge - 1/box - Up to 143,858 pages - For ComColor GD7330, GD9630, Pitney Bowes WPCZ, WPZB	$462.00	$0.00	$0.00
Supplies	SL-S-7284UA	Riso S-7284UA Gray Ink Cartridge - 1/box - Up to 143,858 pages - For ComColor GD7330, GD9630, Pitney Bowes WPCZ, WPZB	$462.00	$0.00	$0.00
Supplies	SL-S-8446UA	Riso S-8446UA Black Ink Cartridge - 1/box - Up to 92,100 pages - For ComColor GL7430, Pitney Bowes WPG7, WPG9, WPL7, WPI	$462.00	$0.00	$0.00

Supplies	SL-S-8448UA	Riso S-8448UA Magenta Ink Cartridge - 1/box - Up to 143,858 pages - For ComColor GL7430, Pitney Bowes WPG7, WPG9, WPL7	$462.00	$0.00	$0.00
Supplies	SL-S-8449UA	Riso S-8449UA Yellow Ink Cartridge - 1/box - Up to 143,858 pages - For ComColor GL7430, Pitney Bowes WPG7, WPG9, WPL7, W	$462.00	$0.00	$0.00
Supplies	SL-S-8450UA	Riso S-8450UA Gray Ink Cartridge - 1/box - Up to 143,858 pages - For ComColor GL7430, Pitney Bowes WPG7, WPG9, WPL7, WP	$462.00	$0.00	$0.00
Supplies	SL-HV100	SendPro MailCenter Stylus Kit - Contains stylus pen & holder	$17.60	$0.00	$0.00
Supplies	2F3-E	Moistener Replacement Kit - Includes wick, stripper blade and instructions - For Connect+ 500W, Connect+ 1000, Connect+ 200	$17.59	$0.00	$0.00
Supplies	2F3-F	Moistener Replacement Kit - Includes wick, stripper blade and instructions - For Connect+ 3000, SendPro™ P3000	$26.39	$0.00	$0.00
Supplies	41R-F	RISO S6303G YELLOW INK CARTRIDGE - 1/BOX - UP TO 130,000 PAGES LETTER STYLE; UP TO 123,000 PAGES LEDGER STYLE	$516.55	$0.00	$0.00
Supplies	41R-G	RISO S6302G MAGENTA INK CARTRIDGE - 1/BOX - UP TO 130,000 PAGES LETTER STYLE; UP TO 123,000 PAGES LEDGER STYLE	$516.55	$0.00	$0.00
Supplies	41R-H	RISO S6301G CYAN INK CARTRIDGE - 1/BOX - UP TO 130,000 PAGES LETTER STYLE; UP TO 123,000 PAGES LEDGER STYLE	$516.55	$0.00	$0.00
Supplies	41R-J	RISO S6300G BLACK INK CARTRIDGE - 1/BOX - UP TO 120,000 PAGES LETTER STYLE; UP TO 100,000 PAGES LEDGER STYLE	$472.55	$0.00	$0.00
Supplies	41R-R	RISO S6701G BLACK INK CARTRIDGE - 1/BOX - FOR COMCOLOR 3110, 3150, 7110, 7150, 9150	$472.55	$0.00	$0.00
Supplies	41R-S	RISO S6702G CYAN INK CARTRIDGE - 1/BOX - FOR COMCOLOR 3110, 3150, 7110, 7150, 9150	$472.55	$0.00	$0.00
Supplies	41R-T	RISO S6703G MAGENTA INK CARTRIDGE - 1/BOX -FOR COMCOLOR 3110, 3150, 7110, 7150, 9150	$472.55	$0.00	$0.00
Supplies	41R-U	RISO S6704G YELLOW INK CARTRIDGE - 1/BOX - FOR COMCOLOR 3110, 3150, 7110, 7150, 9150	$472.55	$0.00	$0.00
Supplies	51A-P	INK WASTE REPLACEMENT KIT - 1/BOX - FOR DM300C, DM400C, DM450C, DM475C	$20.23	$0.00	$0.00
Supplies	529-5	TONER CARTRIDGE - FOR 1E08	$57.19	$0.00	$0.00
Supplies	529-6	DRUM UNIT - FOR 1E08	$140.79	$0.00	$0.00
Supplies	52F-2	TONER CARTRIDGE - FOR 1E20	$65.99	$0.00	$0.00
Supplies	52F-3	DRUM UNIT - FOR 1E20	$131.99	$0.00	$0.00
Supplies	601-7	E-Z SEAL SEALING SOLUTION: 1 - 4 OZ. DABBER BOTTLE - FOR ALL MACHINE SERIES	$17.59	$0.00	$0.00
Supplies	610-7	SELF-ADHESIVE POSTAGE TAPE ROLLS - 3 ROLLS/BOX; 105'/ROLL, 387 TAPES/ROLL (NO ENVELOPE AD); 312 TAPES/ROLL (WITH	$105.59	$0.00	$0.00
Supplies	610-R	GUMMED POSTAGE TAPE ROLLS; 6 ROLLS/BOX - 275'/ROLL, 1,170 TAPES/ROLL (NO ENVELOPE AD), 707 TAPES/ROLL (WITH ENV	$96.79	$0.00	$0.00
Supplies	612-9	PLAIN TAPE SHEETS - 25 DOUBLE SHEETS, UP TO 50 LABELS - FOR DM100I, DM125, DM200L, DM225, MAILSTATION SERIES, PER	$35.19	$0.00	$0.00
Supplies	613-3	UNITED WE STAND TAPE SHEETS - 300 LABELS - FOR DM300, DM300C, DM300I, DM300L, DM400, DM400C, DM400I, DM400L, D	$70.39	$0.00	$0.00
Supplies	613-8	UNITED WE STAND TAPE SHEETS - 150 DOUBLE SHEETS, 300 LABELS - FOR DM100I, DM125, DM200, DM200I, DM200L, DM225,	$70.39	$0.00	$0.00
Supplies	613-9	UNITED WE STAND TAPE SHEETS - 25 DOUBLE SHEETS, 50 LABELS - FOR DM100I, DM125, DM200, DM200I, DM200L, DM225, M	$35.19	$0.00	$0.00
Supplies	613-H	SELF-ADHESIVE POSTAGE TAPE ROLLS - 3 ROLLS/BOX - 168.5'/ROLL, 722 TAPES/ROLL (NO ENVELOPE AD, 437 TAPES/ROLL (WITI	$123.19	$0.00	$0.00
Supplies	620-9	PLAIN TAPE SHEETS - 150 DOUBLE SHEETS, UP TO 300 LABELS - FOR DM100I, DM125, DM200L, DM225 MAILSTATION SERIES, PI	$61.59	$0.00	$0.00
Supplies	621-1	RED POSTAL INK CARTRIDGE - 1/BOX - UP TO 15,000 IMPRESSIONS (NO ENVELOPE AD) - FOR DM500, DM525, DM550, DM575	$167.19	$0.00	$0.00
Supplies	621-8	Moistener Brush & Wick Assembly - Includes wick, shield and brush assembly - For DM200, DM300, DM300i, DM300L	$23.75	$0.00	$0.00
Supplies	625-0	PLAIN TAPE STRIPS - 300 STRIPS, UP TO 600 LABELS - FOR DM300, DM300C, DM300I, DM300L, DM400, DM400C, DM400I, DM4(	$61.59	$0.00	$0.00
Supplies	627-2	GUMMED POSTAGE TAPE ROLLS - 6 ROLLS/BOX; 275'/ROLL, 1,320 TAPES/ROLL (NO ENVELOPE AD); 600 TAPES/ROLL (WITH EN\	$105.59	$0.00	$0.00
Supplies	627-8	SELF-ADHESIVE POSTAGE TAPE ROLLS - 3 ROLLS/BOX; 165'/ROLL, 650 TAPES/ROLL (NO ENVELOPE AD), 350 TAPES/ROLL (WITH	$123.19	$0.00	$0.00
Supplies	656-6	CONTINUOUS THERMAL TRANSFER LABELS - 4 IN. X 7,874 IN. (3 ROLLS WITH 1 TRANSFER RIBBON) - FOR J692	$246.39	$0.00	$0.00
Supplies	661-3	DIRECT THERMAL LABEL ROLLS - 4IN. X 2400 IN. CONTINUOUS - 4 ROLLS/BOX - 300 LABELS/ROLL - FOR J645, J64S	$140.79	$0.00	$0.00
Supplies	665-6	DIRECT THERMAL LABEL ROLLS - 4IN. X 7,874 IN. CONTINUOUS - 3 ROLLS & 1 RIBBON/BOX - 300 LABELS/ROLL - FOR J692	$246.39	$0.00	$0.00
Supplies	667-4	PRINTER RIBBON - 1/BOX - FOR J630, J632	$14.51	$0.00	$0.00
Supplies	672-4	PRINTER RIBBON - 1/BOX - FOR J610, J611	$17.56	$0.00	$0.00
Supplies	674-0	DIRECT THERMAL LABEL ROLLS - 4 IN. X 6,000 IN. CONTINUOUS - 3 ROLLS/BOX - FOR J693, J696	$211.19	$0.00	$0.00
Supplies	678-0	THERMAL TRANSFER LABEL ROLLS - 3 ROLLS & 1 RIBBON/BOX - 4" X 6,000" CONTINUOUS	$228.79	$0.00	$0.00
Supplies	711-6	4" X 6" DIE CUT SHIPPING LABELS - 1 ROLL - 300 LABLES - FOR W1110, 6WB-P (DATAMAX E-4204, 59B-J (DATAMAX E-4205) MA(	$26.36	$0.00	$0.00
Supplies	745-0	VERSATILE BLACK 45A CARTRIDGE (C8842A) - OEM - SIX PACK	$134.59	$0.00	$0.00
Supplies	765-3	CONTINUOUS DIRECT THERMAL LABELS - 4 ROLLS/BOX, 4 IN. X 1,800 IN. - FOR J645, 1E03, 1E23 AND 1E26 LABEL PRINTERS	$123.19	$0.00	$0.00
Supplies	770-T	Moistener Replacement Kit - Includes wick, shield and brush assembly - For DM400c	$13.19	$0.00	$0.00
Supplies	771-0	Wick & Grate Assembly - Includes wick, stripper blade and instructions - For DM500, DM525, DM550, DM575	$26.39	$0.00	$0.00
Supplies	78P-Z	Color Graphics Ink Bundle - 1 each Black (787-3), Cyan (787-D), Magenta (787-E), Yellow (787-F) Ink Cartridges - For SendPro™ P	$294.79	$0.00	$0.00
Supplies	946-2	Moistener Replacement Kit - Includes wick, shield and brush assembly - For DM800, DM800i, DM825, DM875	$21.99	$0.00	$0.00
Supplies	PB-BLUE	ADDRESS RIGHT INK	$49.55	$0.00	$0.00
Supplies	PB-GREEN	ADDRESS RIGHT INK	$45.65	$0.00	$0.00
Supplies	PB-MAX3	ADDRESS RIGHT INK	$40.31	$0.00	$0.00
Supplies	PB-RED	ADDRESS RIGHT INK	$49.55	$0.00	$0.00
Supplies	SL-798-0	Red Postal Ink Cartridge - 1 per box; Up to 1,500 impressions (no envelope ad) - For SendPro® C Series	$54.55	$0.00	$0.00
Supplies	SL-US1	SMARTLINK™: ENABLES YOU TO CONNECT YOUR MAILSTATION, MAILSTATION2, DM100I OR DM200L POSTAGE METER TO THE	$0.00	$0.00	$0.00
Supplies	WH4PBMAX3	ADDRESSRIGHT 100 BLACK INK STARTER KIT	$161.28	$0.00	$0.00
Supplies	WH6PBMAX3	ADDRESSRIGHT 200 BLACK INK STARTER KIT	$241.92	$0.00	$0.00
Supplies	WH8PBMAX3	ADDRESSRIGHT 300 BLACK INK STARTER KIT	$345.60	$0.00	$0.00
Mail Processing Equipment Software	LX-RAL-9005	BLACK (OPTIONAL BASE COLOR)	$0.00	$0.00	$0.00
Mail Processing Equipment Software	LX-RAL-8028	BROWN (OPTIONAL BASE COLOR)	$0.00	$0.00	$0.00
Mail Processing Equipment Software	APKML	COST ACCTG ACCOUNTS LEVEL (100000)	$0.00	$0.00	$0.00
Mail Processing Equipment Software	APAZL	COST ACCTG ACCOUNTS LEVEL (3000)	$0.00	$0.00	$0.00
Mail Processing Equipment Software	APAVL	COST ACCTG ACCOUNTS LEVEL (50)	$0.00	$0.00	$0.00
Mail Processing Equipment Software	993-4B	DM400C RETURN KIT - UPGRADE TO 9H00	$0.00	$0.00	$0.00
Mail Processing Equipment Software	USPS890-PB	E-CERTIFIED (IMPB) LABELS	$0.00	$0.00	$0.00
Mail Processing Equipment Software	LOCKFLRBRK	FLOOR MOUNT BRACKETS	$0.00	$0.00	$0.00
Mail Processing Equipment Software	TB70064	FOLDER LOCALIZATION KIT -US	$0.00	$0.00	$0.00
Mail Processing Equipment Software	SENDPROMAILCENTER	MAIL CENTER	$0.00	$0.00	$0.00
Mail Processing Equipment Software	MSPUKIT	METER INTERFACE APP BUNDLE FOR DM SERIES	$0.00	$0.00	$0.00
Mail Processing Equipment Software	MSPU	METER INTERFACE APP FOR DM SERIES	$0.00	$0.00	$0.00
Mail Processing Equipment Software	MSPT	METER INTERFACE APP FOR PSERIES/CONNECT+	$0.00	$0.00	$0.00
Mail Processing Equipment Software	AM-RAL-1001	RAL 1001 BEIGE (OPTIONAL COLOR)	$0.00	$0.00	$0.00
Mail Processing Equipment Software	AM-RAL-7037	RAL 7037 DUSTY GREY (OPTIONAL COLOR)	$0.00	$0.00	$0.00
Mail Processing Equipment Software	AM-RAL-9003	RAL 9003 SIGNAL WHITE (DEFAULT COLOR)	$0.00	$0.00	$0.00
Mail Processing Equipment Software	AM-RAL-9006	RAL 9006 WHITE ALUMINUM (OPTIONAL COLOR)	$0.00	$0.00	$0.00
Mail Processing Equipment Software	AM-RAL-9016	RAL 9016 TRAFFIC WHITE (DEFAULT COLOR)	$0.00	$0.00	$0.00
Mail Processing Equipment Software	LOCKBAKDOR	REAR LOADING LOCKERS WITH BACK DOORS	$0.00	$0.00	$0.00
Mail Processing Equipment Software	APKM	SENDPRO - UNLIMITED ACCOUNTING	$0.00	$0.00	$0.00
Mail Processing Equipment Software	SL-SPMWK11	SENDPRO MAILING WELCOME KIT	$0.00	$0.00	$0.00
Mail Processing Equipment Software	APAS	SENDPRO P2000/500W GCS IDENTIFIER	$0.00	$0.00	$0.00
Mail Processing Equipment Software	LX-RAL-9006	SILVER (OPTIONAL BASE COLOR)	$0.00	$0.00	$0.00
Mail Processing Equipment Software	LOCKSLOPETOP	SLOPED TOPPERS REQUIRED	$0.00	$0.00	$0.00
Mail Processing Equipment Software	SPE-CUSTOM	SPE CUSTOM CARRIER SUBSCRIPTION	$0.00	$515.00	$47.84
Mail Processing Equipment Software	LX-RAL-9016	WHITE (DEFAULT BASE COLOR)	$0.00	$0.00	$0.00

Mail Processing Equipment Software	LX-WRAP	WRAP (3RD PARTY QUOTED SEPARATELY)	$0.00	$0.00	$0.00
Mail Processing Equipment Software	HPLX	JETDIRECT 3100W BLE/NFC/WIRELESS ACCY	$100.80	$0.00	$0.00
Mail Processing Equipment Software	HPLV	PAPER TRAY HEATERS ACCY	$113.40	$0.00	$0.00
Mail Processing Equipment Software	HPLS	15K INNER/BOOKLET STAPLES	$119.28	$0.00	$0.00
Mail Processing Equipment Software	HV97500	WIRELESS CLIENT KIT	$113.82	$0.00	$0.00
Mail Processing Equipment Software	HPLU	15KSTPLR/STCKR FINISHER STAPLES	$153.72	$0.00	$0.00
Mail Processing Equipment Software	HPLY	JETDIRECT LAN ACCESSORY	$169.68	$0.00	$0.00
Mail Processing Equipment Software	ZHZ2	DIFFERENTIAL WEIGH 5 OR 10LB	$164.28	$0.00	$0.00
Mail Processing Equipment Software	HPL4	HIP2 KEYSTROKE READER	$263.76	$0.00	$0.00
Mail Processing Equipment Software	HPLN	DEPARTMENT STAND	$269.64	$0.00	$0.00
Mail Processing Equipment Software	HPL3	USB UNIVERSAL CARD READER	$289.80	$0.00	$0.00
Mail Processing Equipment Software	HPL5	SIM FOR HID ICLASS FOR HIP2 READER	$292.32	$0.00	$0.00
Mail Processing Equipment Software	HPLQ	800 ANALOG SINGLE FAX	$357.00	$0.00	$0.00
Mail Processing Equipment Software	HPL2	LEGIC READER	$364.56	$0.00	$0.00
Mail Processing Equipment Software	ZHZ3	DIFFERENTIAL WEIGH 15 OR 30LB	$332.26	$0.00	$0.00
Mail Processing Equipment Software	HPL7	810 ANALOG DUAL FAX	$389.76	$0.00	$0.00
Mail Processing Equipment Software	SMS3	MAILING-MAILERID ASSISTANCE SERVICE	$442.26	$0.00	$0.00
Mail Processing Equipment Software	HPLP	WORKFLOW ACCELERATOR CARD / Z MODEL	$487.20	$0.00	$0.00
Mail Processing Equipment Software	HPLZ	SMARTCARD NIPRNET SOLUTION FOR US GOV'T	$514.08	$0.00	$0.00
Mail Processing Equipment Software	PTITAPROFCELL	INBOUND TRACKING ASSIST PRO FED ADD CELL	$2,164.98	$634.00	$58.90
Mail Processing Equipment Software	HPL6	SMARTCARD SIPRNET SOLUTION FOR US GOV'T	$577.92	$0.00	$0.00
Mail Processing Equipment Software	HPLR	HOLE PUNCH 2/3 ACCESSORY	$593.04	$0.00	$0.00
Mail Processing Equipment Software	HPLE	2X520 SHEET PAPER TRAY/STAND	$723.24	$0.00	$0.00
Mail Processing Equipment Software	CELLHW	CELLULAR DEVICE HARDWARE	$894.31	$0.00	$0.00
Mail Processing Equipment Software	ZHZ4	DIFFERENTIAL WEIGH 70LB	$743.70	$0.00	$0.00
Mail Processing Equipment Software	HPLW	REMOVABLE HARD DRIVE ENCLOSURE	$872.76	$0.00	$0.00
Mail Processing Equipment Software	LOCKER-CW	LOCKER CUSTOM WORK	$1,060.00	$0.00	$0.00
Mail Processing Equipment Software	OL-CPCL-FEE	OL CONNECT - PCL INPUT - RE-ENTRY FEE	$1,012.82	$0.00	$0.00
Mail Processing Equipment Software	HPLT	RAINBOW PACK TONER/HP E877	$1,107.12	$0.00	$0.00
Mail Processing Equipment Software	HPLG	2000 SHT HIGH CAPACITY PAPER TRAY/STAND	$1,112.16	$0.00	$0.00
Mail Processing Equipment Software	PTITAPROFWIFI	INBOUND TRACKING ASSIST PRO FED WIFI	$2,044.00	$244.00	$22.67
Mail Processing Equipment Software	HPLH	SPEED LICENSE (40 TO 50PPM)	$1,170.96	$0.00	$0.00
Mail Processing Equipment Software	CT00	BLUETOOTH DIMENSIONER UNIT W/BC SCANNER	$1,545.77	$156.00	$14.49
Mail Processing Equipment Software	PSP-CT00	BLUETOOTH DIMENSIONER W/BC SCANNER PSP	$1,545.77	$156.00	$14.49
Mail Processing Equipment Software	SPE-CT00	BLUETOOTH DIMENSIONER W/BC SCANNER SPE	$1,545.77	$156.00	$14.49
Mail Processing Equipment Software	HPLF	3000 SHT HIGH CAPACITY PAPER TRAY/STAND	$1,486.80	$0.00	$0.00
Mail Processing Equipment Software	HPLL	SPEED LICENSE (60 TO 70PPM)	$1,674.12	$0.00	$0.00
Mail Processing Equipment Software	HPLK	SPEED LICENSE (50 TO 60PPM)	$1,839.60	$0.00	$0.00
Mail Processing Equipment Software	HPLC	STAPLER/STACKER FINISHER	$2,009.28	$287.00	$26.66
Mail Processing Equipment Software	WPEC	RISO SS ENVELOPE CONVEYOR	$3,222.00	$409.00	$38.00
Mail Processing Equipment Software	HPLI	SPEED LICENSE (40 TO 60PPM)	$3,010.56	$0.00	$0.00
Mail Processing Equipment Software	OL-CSND-1K-FEE	OL CONNECT - SEND 1000 USERS - RE-ENTRY FEE	$3,267.19	$0.00	$0.00
Mail Processing Equipment Software	PB-OLDEV	OL CONNECT – DEVELOPMENT LICENSE	$3,337.50	$750.00	$69.68
Mail Processing Equipment Software	PB-OL-CPCL	OL CONNECT – PCL INPUT	$3,377.55	$767.00	$71.25
Mail Processing Equipment Software	HPLD	BOOKLET FINISHER	$3,244.92	$465.00	$43.20
Mail Processing Equipment Software	WPS1	RISO PROSERV FOR RS1100C\RS1200C	$3,995.00	$0.00	$0.00
Mail Processing Equipment Software	OL-CPRO-FEE	OL CONNECT - PROFESSIONAL - RE-ENTRY FEE	$3,560.00	$0.00	$0.00
Mail Processing Equipment Software	LOCKERW	INTELLIGENT LOCKER W	$2,548.16	$16.00	$1.49
Mail Processing Equipment Software	LOCKERPKC	PARCELPOINT KIOSK CUSTOM	$3,505.29	$93.00	$8.64
Mail Processing Equipment Software	HPLM	SPEED LICENSE (50 TO 70PPM)	$3,512.88	$0.00	$0.00
Mail Processing Equipment Software	PPCS-RMIS-BASIC	PP CS -REMOTE MAIL INDUCTION SVC-BASIC	$3,307.20	$0.00	$0.00
Mail Processing Equipment Software	WPS3	RISO PROSERV GL FS2000C FIERY	$4,350.00	$0.00	$0.00
Mail Processing Equipment Software	LOCKERP	INTELLIGENT LOCKER P	$3,279.43	$71.00	$6.60
Mail Processing Equipment Software	LOCKERQ	INTELLIGENT LOCKER Q	$3,279.43	$71.00	$6.60
Mail Processing Equipment Software	LOCKERT	INTELLIGENT LOCKER T	$3,279.43	$71.00	$6.60
Mail Processing Equipment Software	LOCKERN	INTELLIGENT LOCKER N	$3,425.53	$79.00	$7.34
Mail Processing Equipment Software	LOCKERO	INTELLIGENT LOCKER O	$3,425.53	$79.00	$7.34
Mail Processing Equipment Software	LOCKER-S	INTELLIGENT LOCKER S	$3,425.53	$79.00	$7.34
Mail Processing Equipment Software	LOCKERK	INTELLIGENT LOCKER K	$3,571.59	$88.00	$8.18
Mail Processing Equipment Software	HPLJ	SPEED LICENSE (40 TO 70PPM)	$4,683.00	$0.00	$0.00
Mail Processing Equipment Software	PPCS-RMIS-ADV	PP CS -REMOTE MAIL INDUCTION SVC-ADVNCD	$4,960.80	$0.00	$0.00
Mail Processing Equipment Software	PB-OL-CPRO-UPG	UPGRADE TO OL CONNECT PROFESSIONAL	$6,675.00	$3,000.00	$278.70
Mail Processing Equipment Software	PPCS-RMIS-CUSTOM	PP CS -REMOTE MAIL INDUCTION SVC-CUSTOM	$8,268.00	$0.00	$0.00
Mail Processing Equipment Software	HPLA	HP COLOR LASERJET E877DN (40PPM)/300K/MO	$8,992.20	$1,284.00	$119.28
Mail Processing Equipment Software	OL-CENT-FEE	OL CONNECT - ENTERPRISE - RE-ENTRY FEE	$10,718.34	$0.00	$0.00
Mail Processing Equipment Software	HPLB	HP COLOR LASERJET E877Z (40PPM)/300K/MO	$10,232.88	$1,461.00	$135.73
Mail Processing Equipment Software	PB-OL-CSND-1K	OL CONNECT - SEND 1000 USERS – LICENSE	$10,889.15	$2,448.00	$227.42
Mail Processing Equipment Software	PB-OL-CPRO	OL CONNECT – PROFESSIONAL LICENSE	$13,350.00	$3,000.00	$278.70
Mail Processing Equipment Software	WPFN	RISO MF FINISHER FOR GL FG20 S-8918	$12,810.00	$1,672.00	$155.33
Mail Processing Equipment Software	PB-OL-CENT-UPG	UPGRADE TO OL CONNECT ENTERPRISE	$17,866.75	$8,083.00	$750.92
Mail Processing Equipment Software	PB-OL-CENT	OL CONNECT – ENTERPRISE LICENSE	$35,729.05	$8,083.00	$750.92
Mail Processing Equipment Software	AW93250	HP 877 COLOR LASER SERIES ASSET KIT	$0.00	$0.00	$0.00
Mail Processing Equipment Software	F381076	PB Branding Kit	$0.00	$0.00	$0.00
Mail Processing Equipment Software	F790700-01-PB	US Relay Localization Kit	$0.00	$0.00	$0.00
Mail Processing Equipment Software	F791700-01-PB	US HiCap Sheet Feeder Localization Kit	$0.00	$0.00	$0.00
Mail Processing Equipment Software	H399018-PB	Relay 1000 Localization Kit	$0.00	$0.00	$0.00
Mail Processing Equipment Software	PSP-HSVP	PSP MAILCENTER BUNDLE	$761.69	$41.00	$3.81
Mail Processing Equipment Software	LOCKOUI1	OUTDOOR PP KIOSK DOOR NO ADA NO CARD	$3,549.78	$736.66	$68.44
Mail Processing Equipment Software	LOCKOUI2	OUTDOOR PP KIOSK DOOR ADA NO CARD	$4,039.66	$773.06	$71.82
Mail Processing Equipment Software	LOCKOUTV	OUTDOOR PARCELPOINT DUAL ADD ON XSX	$8,256.67	$96.00	$8.92
Mail Processing Equipment Software	LOCKOUTQ	OUTDOOR PARCELPOINT DUAL ADD ON MMMMM	$9,328.40	$148.00	$13.75
Mail Processing Equipment Software	LOCKOUTA3	OUTDOR PP DUAL KIOSK MSSMKSL MSSMSSSSSSL	$10,396.55	$205.00	$19.04

Mail Processing Equipment Software	LOCKOUTF	OUTDOOR PPOINT DUAL ADD ON MSSSSSSSSML	$11,113.43	$278.00	$25.83
Mail Processing Equipment Software	CAAA1	BRONZE COST ACCOUNTING FOR PSERIES	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	CAAB1	BASIC COST ACCOUNTING FOR PSERIES	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	CAAC1	PREMIUM COST ACCOUNTING FOR PSERIES	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	CAAE	UNLIMITED COST ACCOUNTING	$152.44/MONTH	$0.00	$0.00
Mail Processing Equipment Software	CAAE1	UNLIMITED COST ACCOUNTING FOR PSERIES	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	ILP-SSTO	LOCKER OS INTEGRATION TO SSTO	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	ILPTRACK	PARCELPOINT INTEGRATION TO PITNEYTRACK	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	NUMDEVICE	# OF MAILING DEVICES FOR ANALYTICS	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PBIL-SST	PBIL SST INTEGRATION SUBSCRIPTION	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SELFPRO	SELF-SETUP AND ONBOARDING	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPEPP000	SPE PURCHASE POWER BUNDLE - CLEANUP	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-REGIONAL	SPE REGIONAL CARRIER SUBSCRIPTION	$0.00/MONTH	$2,940.00	$273.13
Mail Processing Equipment Software	SPE-USPSAPI	USPS SHIPPING API	$0.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSPPP004	PSP PURCHASE POWER BUNDLE - 100	$4.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPEPP004	SPE PURCHASE POWER BUNDLE - 100	$4.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	CDSF1	CELLULAR SUBSCRIPTION FEE SP MAILSTATION	$4.48/MONTH	$0.00	$0.00
Mail Processing Equipment Software	LOCKPPSUBSC	LOCKER COLUMN SUBSCRIPTION	$4.35/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPMMCONNECT	SP360 MAIL MACHINE CONNECTIVITY	11.07/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSPPP013	PSP PURCHASE POWER BUNDLE - 500	$13.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPEPP013	SPE PURCHASE POWER BUNDLE - 500	$13.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-SFTP	SPE - SFTP HOSTING SUBSCRIPTION	$17.92/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SYAB3	ANALYTICS FOR METER	$21.75/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSPPP026	PSP PURCHASE POWER BUNDLE - 1000	$26.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPEPP026	SPE PURCHASE POWER BUNDLE - 1000	$26.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-UPSSADP	USPS SHIPPING API DISCT PROGRAM	$26.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	BYOAD2	BRING YOUR OWN APPROVED DEVICE 2	$35.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	ILOS	LOCKER MANAGEMENT OS SUBSCR PER BANK	$42.60/MONTH	$0.00	$0.00
Mail Processing Equipment Software	LOCKDAYUSE	PARCELPOINT DAY USE FEATURE SUBSCR.	$42.63/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-ECOMM	SPE ECOMMERCE CONNECTOR SUB	$43.50/MONTH	$0.00	$0.00
Mail Processing Equipment Software	BYOAD3	BRING YOUR OWN APPROVED DEVICE 3	$52.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	CDSF14	CELLULAR ROUTER 4G MONTHLY DATA PLAN	$66.95/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSPPP065	PSP PURCHASE POWER BUNDLE - 2500	$65.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPEPP065	SPE PURCHASE POWER BUNDLE - 2500	$65.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	BYOAD4	BRING OWN APPROVED DEVICE 4	$70.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	CDSG3	CELLULAR SUBSCRIPTION	$75.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	CDSF8	CELLULAR ROUTER 8G MONTHLY DATA PLAN	$89.61/MONTH	$0.00	$0.00
Mail Processing Equipment Software	BYOAD5	BRING YOUR OWN APPROVED DEVICES 5	$87.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	CDSF10	CELLULAR ROUTER 10G MONTHLY DATA PLAN	$134.93/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PBIL	PBIL INTEGRATION SUBSCRIPTION	$129.63/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSPPP131	PSP PURCHASE POWER BUNDLE - 5000	$131.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPEPP131	SPE PURCHASE POWER BUNDLE - 5000	$131.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SYAD311	ANALYTICS 360 TIER A1	$150.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	BYOAD10	BRING YOUR OWN APPROVED DEVICES 10	$174.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSPPP196	PSP PURCHASE POWER BUNDLE - 7500	$196.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPEPP196	SPE PURCHASE POWER BUNDLE - 7500	$196.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	CDSF20	CELLULAR ROUTER 20G MONTHLY DATA PLAN	$224.54/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PTIX	PITNEYTRACK INBOUND	$267.93/MONTH	$0.00	$0.00
Mail Processing Equipment Software	BYOAD15	BRING YOUR OWN APPROVED DEVICES 15	$261.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSPPP261	PSP PURCHASE POWER BUNDLE - 10000	$261.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-HZMT	HAZMAT	$268.83/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPEPP261	SPE PURCHASE POWER BUNDLE - 10000	$261.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	BYOAD20	BRING YOUR OWN APPROVED DEVICES 20	$348.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SYAD321	ANALYTICS 360 TIER B1	$500.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-HL1	HOSTING LEVEL 1	$870.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-HL2	HOSTING LEVEL 2	$1450.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-HL3	HOSTING LEVEL 3	$2175.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	FEDMODL	TIER 3 ENH IT SEC CONTROLS MIN 325-1 LOC	$2900.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	FEDMODM	TIER 2 ENH IT SEC CONTROLS MIN 325- MAX 12 LOCATIONS	$7500.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	ALMSP360	ALM SUPPORT FOR SP360 COST ACCOUNTS	$10.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SYAB3SL	STANDALONE ANALYTICS (SINGLE LOC)	$15.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSE-100	PS ENTERPRISE-100 TRANSACTIONS MONTH	$225.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSE-1000	PS ENTERPRISE-1000 TRANSACTIONS MONTH	$612.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSE-10000	PS ENTERPRISE-10000 TRANSACTIONS MONTH	$2205.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSE-100000	PS ENTERPRISE-100000 TRANSACTIONS MONTH	$7695.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSE-150000	PS ENTERPRISE-150000 TRANSACTIONS MONTH	$9342.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSE-200000	PS ENTERPRISE-200000 TRANSACTIONS MONTH	$12204.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSE-2500	PS ENTERPRISE-2500 TRANSACTIONS MONTH	$882.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSE-25000	PS ENTERPRISE-25000 TRANSACTIONS MONTH	$3303.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSE-250000	PS ENTERPRISE-250000 TRANSACTIONS MONTH	$15210.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSE-300000	PS ENTERPRISE-300000 TRANSACTIONS MONTH	$18189.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSE-400000	PS ENTERPRISE-400000 TRANSACTIONS MONTH	$24165.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSE-50	PS ENTERPRISE-50 TRANSACTIONS MONTH	$117.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSE-500	PS ENTERPRISE-500 TRANSACTIONS MONTH	$360.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSE-5000	PS ENTERPRISE-5000 TRANSACTIONS MONTH	$1377.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSE-50000	PS ENTERPRISE-50000 TRANSACTIONS MONTH	$4401.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSE-500000	PS ENTERPRISE-500000 TRANSACTIONS MONTH	$30105.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSE-600000	PS ENTERPRISE-600000 TRANSACTIONS MONTH	$36009.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSE-700000	PS ENTERPRISE-700000 TRANSACTIONS MONTH	$42300.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSE-7500	PS ENTERPRISE-7500 TRANSACTIONS MONTH	$1899.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSEAUDITSUB	PS ENTERPRISE-AUDIT LOGGING SUBSCRIPTN	$90.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSELOWCODESUB	PS ENTERPRISE-LOW CODE SUBSCRIPTN	$90.00/MONTH	$0.00	$0.00

Mail Processing Equipment Software	PSEREGCARSUB	PS ENTERPRISE-REGION CARRIER SUBSCRIPTN	$90.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSE-CAR-SUB	PS ENTERPRISE-CARRIER MGMT SUBSCRIPTN	$225.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSE-NEG-01	USPS NEGOTIATED RATE LVL 01	$20.70/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSE-NEG-02	USPS NEGOTIATED RATE LVL 02	$37.80/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSE-NEG-03	USPS NEGOTIATED RATE LVL 03	$87.30/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSE-S-SSO	PSE SINGLE SIGN ON SERVICES	$135.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SENDDHS	SP360-DEVICEHUB	$19.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SENDERR	SP360-PITNEYSHIP PRO ERR	$19.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSP-NEG-01	USPS NEGOTIATED RATE LVL 01	$22.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-NEG-01	USPS NEGOTIATED RATE LVL 01	$22.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SYAB21	ANALYTICS - 2 PRODUCTS	$23.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	CONNECTOR-USAGE-3	MCKESSON ENTERPRISERX USAGE SUBSCRIPTION	$23.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	CONNECTOR-USAGE-1	SCRIPTPRO USAGE SUBSCRIPTION	$23.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SEND	SP360-PITNEYSHIP PRO BASIC SUBSCRIPTION	$23.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PS-PRO-A1	PS PRO - 50 TRANSACTIONS PER MONTH	$32.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SENDADV	SP360-PITNEYSHIP PRO ADV SUBSCRIPTION	$33.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSP-NEG-02	USPS NEGOTIATED RATE LVL 02	$39.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-NEG-02	USPS NEGOTIATED RATE LVL 02	$39.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	DATARETAIN-SND8	DATA RETAIN SENDING 8	$52.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	CONNECTOR-BASE-A	SCRIPTPRO – SUBSCRIPTION AND SFTP	$64.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-LTL-CUSTOM	SPE LTL SUB - CUSTOM CARRIER	$66.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-LTL-FE	SPE LTL SUB - FEDEX FREIGHT	$66.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-LTL-CONTRACT	SPE LTL SUB - OTHER SUPPORTED	$66.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-LTL-UPS	SPE LTL SUB - UPS FREIGHT	$66.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPELTL	SPE LTL SUBSCRIPTION	$66.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PTI21RB	PTI21 RUGGED BOOT WITH HANDSTRAP	$80.96	$0.00	$0.00
Mail Processing Equipment Software	T790053	TC21/TC26 PROTECTIVE BOOT, INT HANDSTRAP	$80.96	$0.00	$0.00
Mail Processing Equipment Software	PSP-NEG-03	USPS NEGOTIATED RATE LVL 03	89.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	SPE-NEG-03	USPS NEGOTIATED RATE LVL 03	89.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	360-API-BASE	360 API BASE SUBSCRIPTION	92.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	T790051	RUGGED BOOT TRACKING ASSISTANT	$101.00	$0.00	$0.00
Mail Processing Equipment Software	LOCKERS-S-SSO	LOCKERS SINGLE SIGN ON SERVICES	150.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PSP-S-SSO	PSP SINGLE SIGN ON SERVICES	150.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	PT-S-SSO	PT SINGLE SIGN ON SERVICES	150.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	LOCKMAILSLOT	LARGE LEFT DOOR WITH MAIL SLOT	$134.64	$0.00	$0.00
Mail Processing Equipment Software	PT48	LOW VOLUME 4" LABEL PRINTER	$357.00	$216.00	$20.07
Mail Processing Equipment Software	SPE48	LOW VOLUME 4" LABEL PRINTER	$357.00	$216.00	$20.07
Mail Processing Equipment Software	SSTLV	XD5-40 SST LOW VOLUME LABEL PRINTER	$357.00	$216.00	$20.07
Mail Processing Equipment Software	T790050	TA TRIGGER, REQUIRES BOOT	$472.00	$0.00	$0.00
Mail Processing Equipment Software	LOCKREARLOAD	REAR ACCESS TOWER	$552.50	$0.00	$0.00
Mail Processing Equipment Software	MW90024	BLACK GRAPHICS UPGRADE KIT	$796.00	$0.00	$0.00
Mail Processing Equipment Software	SSTMV	ZD621 SST MID VOLUME LABEL PRINTER	$964.00	$234.00	$21.74
Mail Processing Equipment Software	H1981	CORDLESS HANDHELD SCANNER FOR LOCKERS	$1,485.00	$195.00	$18.12
Mail Processing Equipment Software	SYACCT3	ADVANCED ACCOUNTING	$1,751.00	$0.00	$0.00
Mail Processing Equipment Software	PSP40	HIGH VOLUME 4" LABEL PRINTER	$1,919.00	$525.00	$48.77
Mail Processing Equipment Software	PT40	HIGH VOLUME 4" LABEL PRINTER	$1,919.00	$525.00	$48.77
Mail Processing Equipment Software	SPE40	HIGH VOLUME 4" LABEL PRINTER	$1,919.00	$525.00	$48.77
Mail Processing Equipment Software	SST40	HIGH VOLUME 4" LABEL PRINTER	$1,919.00	$525.00	$48.77
Mail Processing Equipment Software	LOCKIN1A3	INDOOR PP SINGLE KIOSK MSSMKSL	$6,630.00	$66.00	$6.13
Mail Processing Equipment Software	LOCKOUT1A3	OUTDOOR PP SINGLE KIOSK MSSMKSL	$6,715.00	$205.00	$19.04
Mail Processing Equipment Software	LOCKINXXL	INDOOR PARCELPOINT DUAL ADD ON XXL	$7,153.60	$48.00	$4.46
Mail Processing Equipment Software	LOCKOUTXXL	OUTDOOR PARCELPOINT DUAL ADD ON XXL	$7,153.60	$48.00	$4.46
Mail Processing Equipment Software	LOCKINV	INDOOR PARCELPOINT DUAL ADD-ON XX	$7,750.00	$96.00	$8.92
Mail Processing Equipment Software	LOCKINQ	INDOOR PARCELPOINT DUAL ADD-ON MMMMM	$8,800.00	$148.00	$13.75
Mail Processing Equipment Software	LOCKINA3	INDOOR PP DUAL KIOSK MSSMKSL MSSMSSSSSSL	$9,746.00	$148.00	$13.75
Mail Processing Equipment Software	LOCKINF	INDOOR PPOINT DUAL ADD-ON MSSSSSSSSML	$10,850.00	$278.00	$25.83
Mail Processing Equipment Software	FEDMOD	TIER 1 ENH IT SEC CONTROLS MIN 325-ENTER	12390.00/MONTH	$0.00	$0.00
Mail Processing Equipment Software	LOCKINXS	INDOOR PARCELPOINT DUAL ADD ON XS	$13,631.45	572.00	$53.14
Mail Processing Equipment Software	LOCKOUTXS	OUTDOOR PARCELPOINT DUAL ADD ON XS	$13,631.45	572.00	$53.14
Mail Processing Equipment Software	F89H	2D TOP SCANNER FOR SHEET FEEDER	$16,500.00	2078.76	$193.12

36 MONTH LEASE PRICE PER MONTH INCLUDING MAINTENANCE	48 MONTH LEASE PRICE PER MONTH INCLUDING MAINTENANCE	60 MONTH LEASE PRICE PER MONTH INCLUDING MAINTENANCE
$35.43	$27.74	$23.17
$35.48	$27.78	$23.21
$308.21	$261.29	$233.41
$12.63	$14.21	$15.16
$16.76	$13.88	$12.17
$2.23	$2.51	$2.67
$38.80	$31.85	$27.71
$37.25	$33.95	$32.00
$0.00	$0.00	$0.00
$4.10	$3.21	$2.68
$3.56	$2.79	$2.33
$5.65	$4.42	$3.70
$4.09	$4.60	$4.90
$182.62	$148.21	$127.77
$346.74	$284.11	$246.92
$385.50	$336.96	$308.18
$515.88	$439.05	$393.46
$90.21	$82.46	$77.87
$34.56	$38.88	$41.47
$34.56	$38.88	$41.47
$298.26	$245.20	$213.69
$91.85	$83.74	$78.95
$30.82	$24.13	$20.16
$23.99	$18.78	$15.69
$22.03	$17.25	$14.41
$28.03	$21.95	$18.34
$0.00	$0.00	$0.00
$29.32	$25.33	$22.96
$0.00	$0.00	$0.00
$34.32	$26.87	$22.45
$122.52	$102.56	$90.72
$225.30	$187.47	$165.01
$14.12	$12.68	$11.84
$174.41	$148.04	$132.40
$110.71	$95.64	$86.71
$4.77	$3.74	$3.12
$5.57	$4.36	$3.64
$5.88	$4.61	$3.85
$7.95	$6.23	$5.20
$41.59	$32.57	$27.20
$0.00	$0.00	$0.00
$332.72	$285.71	$257.83
$22.43	$17.56	$14.67
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$106.60	$88.38	$77.57
$38.29	$29.98	$25.04
$4.38	$3.43	$2.86
$40.59	$36.36	$33.85
$18.40	$18.40	$18.40
$14.06	$11.01	$9.19
$15.97	$12.51	$10.45
$12.77	$10.57	$9.27
$13.41	$11.07	$9.68
$45.00	$45.00	$45.00
$70.00	$70.00	$70.00
$8.20	$6.42	$5.37
$6.13	$4.80	$4.01
$296.04	$249.81	$222.38
$4.04	$3.16	$2.64
$40.96	$36.77	$34.29
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$5,869.81	$5,168.03	$4,752.25
$1,956.60	$1,722.68	$1,584.08
$195.66	$172.27	$158.41
$313.06	$275.64	$253.45
$586.98	$516.80	$475.22
$67.73	$57.36	$51.20
$29.91	$27.08	$25.42
$41.23	$36.99	$34.48
$2,934.91	$2,584.02	$2,376.13
$782.64	$689.07	$633.63
$67.26	$59.66	$55.15
$3,913.21	$3,445.36	$3,168.17
$1,467.45	$1,292.01	$1,188.06
$104.63	$91.31	$83.42
$156.53	$137.82	$126.73
$39.13	$34.45	$31.68
$195.66	$172.27	$158.41

$586.98	$516.80	$475.22
$978.30	$861.34	$792.04
$293.49	$258.41	$237.62
$782.64	$689.07	$633.63
$391.32	$344.54	$316.82
$978.30	$861.34	$792.04
$978.30	$861.34	$792.04
$20.00	$20.00	$20.00
$75.00	$75.00	$75.00
$1,956.60	$1,722.68	$1,584.08
$3,913.21	$3,445.36	$3,168.17
$586.98	$516.80	$475.22
$2,934.91	$2,584.02	$2,376.13
$1,173.96	$1,033.61	$950.45
$3,521.89	$3,100.82	$2,851.35
$3,913.21	$3,445.36	$3,168.17
$234.79	$206.72	$190.08
$704.38	$620.17	$570.27
$1,173.96	$1,033.61	$950.45
$352.19	$310.09	$285.14
$939.17	$826.89	$760.36
$469.59	$413.44	$380.19
$1,173.96	$1,033.61	$950.45
$1,173.96	$1,033.61	$950.45
$23.85	$21.09	$19.45
$79.50	$70.30	$64.85
$397.51	$351.50	$324.25
$35.78	$31.64	$29.18
$159.01	$140.60	$129.70
$59.63	$52.73	$48.64
$238.51	$210.90	$194.55
$795.03	$703.01	$648.50
$23.85	$21.09	$19.45
$79.50	$70.30	$64.85
$397.51	$351.50	$324.25
$35.78	$31.64	$29.18
$159.01	$140.60	$129.70
$59.63	$52.73	$48.64
$238.51	$210.90	$194.55
$795.03	$703.01	$648.50
$23.85	$21.09	$19.45
$79.50	$70.30	$64.85
$397.51	$351.50	$324.25
$23.85	$21.09	$19.45
$79.50	$70.30	$64.85
$397.51	$351.50	$324.25
$35.78	$31.64	$29.18
$159.01	$140.60	$129.70
$59.63	$52.73	$48.64
$238.51	$210.90	$194.55
$795.03	$703.01	$648.50
$22.92	$17.95	$14.99
$0.00	$0.00	$0.00
$23.48	$20.67	$19.00
$78.26	$68.90	$63.36
$313.06	$275.64	$253.45
$50.09	$44.10	$40.55
$156.53	$137.82	$126.73
$56.35	$49.61	$45.62
$234.79	$206.72	$190.08
$782.64	$689.07	$633.63
$23.85	$21.09	$19.45
$79.50	$70.30	$64.85
$318.01	$281.21	$259.40
$50.88	$44.99	$41.50
$159.01	$140.60	$129.70
$57.25	$50.62	$46.70
$238.51	$210.90	$194.55
$795.03	$703.01	$648.50
$352.19	$310.09	$285.14
$1,956.60	$1,722.68	$1,584.08
$3,913.21	$3,445.36	$3,168.17
$586.98	$516.80	$475.22
$2,934.91	$2,584.02	$2,376.13
$1,173.96	$1,033.61	$950.45
$3,521.89	$3,100.82	$2,851.35
$3,913.21	$3,445.36	$3,168.17
$357.77	$316.36	$291.83
$0.00	$0.00	$0.00
$35.22	$31.01	$28.51
$195.66	$172.27	$158.41
$782.64	$689.07	$633.63
$58.70	$51.68	$47.52
$391.32	$344.54	$316.82
$117.40	$103.37	$95.05

$586.98	$516.80	$475.22
$978.30	$861.34	$792.04
$195.66	$172.27	$158.41
$586.98	$516.80	$475.22
$978.30	$861.34	$792.04
$293.49	$258.41	$237.62
$782.64	$689.07	$633.63
$391.32	$344.54	$316.82
$978.30	$861.34	$792.04
$978.30	$861.34	$792.04
$9.54	$7.47	$6.24
$38.90	$37.11	$36.06
$35.22	$31.01	$28.51
$195.66	$172.27	$158.41
$782.64	$689.07	$633.63
$58.70	$51.68	$47.52
$391.32	$344.54	$316.82
$117.40	$103.37	$95.05
$586.98	$516.80	$475.22
$978.30	$861.34	$792.04
$35.22	$31.01	$28.51
$195.66	$172.27	$158.41
$782.64	$689.07	$633.63
$58.70	$51.68	$47.52
$391.32	$344.54	$316.82
$117.40	$103.37	$95.05
$586.98	$516.80	$475.22
$978.30	$861.34	$792.04
$35.22	$31.01	$28.51
$195.66	$172.27	$158.41
$782.64	$689.07	$633.63
$58.70	$51.68	$47.52
$391.32	$344.54	$316.82
$117.40	$103.37	$95.05
$586.98	$516.80	$475.22
$978.30	$861.34	$792.04
$92.26	$80.18	$73.02
$35.22	$31.01	$28.51
$195.66	$172.27	$158.41
$782.64	$689.07	$633.63
$58.70	$51.68	$47.52
$391.32	$344.54	$316.82
$117.40	$103.37	$95.05
$586.98	$516.80	$475.22
$978.30	$861.34	$792.04
$0.00	$0.00	$0.00
$298.48	$251.72	$223.98
$35.22	$31.01	$28.51
$195.66	$172.27	$158.41
$782.64	$689.07	$633.63
$58.70	$51.68	$47.52
$391.32	$344.54	$316.82
$117.40	$103.37	$95.05
$586.98	$516.80	$475.22
$978.30	$861.34	$792.04
$23.48	$20.67	$19.00
$49.20	$43.10	$39.49
$67.22	$52.95	$44.47
$14.71	$11.83	$10.13
$313.06	$275.64	$253.45
$782.64	$689.07	$633.63
$234.79	$206.72	$190.08
$156.53	$137.82	$126.73
$56.35	$49.61	$45.62
$78.26	$68.90	$63.36
$9,783.01	$8,613.39	$7,920.42
$0.00	$0.00	$0.00
$35.22	$31.01	$28.51
$195.66	$172.27	$158.41
$782.64	$689.07	$633.63
$58.70	$51.68	$47.52
$391.32	$344.54	$316.82
$117.40	$103.37	$95.05
$586.98	$516.80	$475.22
$35.78	$31.64	$29.18
$978.30	$861.34	$792.04
$0.00	$0.00	$0.00
$79.94	$70.22	$64.46
$0.00	$0.00	$0.00
$38.70	$37.93	$37.48
$313.06	$275.64	$253.45
$52.54	$46.86	$43.49

$156.53	$137.82	$126.73
$56.35	$49.61	$45.62
$234.79	$206.72	$190.08
$782.64	$689.07	$633.63
$26.82	$24.44	$23.02
$23.48	$20.67	$19.00
$78.26	$68.90	$63.36
$313.06	$275.64	$253.45
$50.07	$44.08	$40.53
$156.53	$137.82	$126.73
$56.35	$49.61	$45.62
$234.79	$206.72	$190.08
$782.64	$689.07	$633.63
$352.19	$310.09	$285.14
$1,956.60	$1,722.68	$1,584.08
$3,913.21	$3,445.36	$3,168.17
$586.98	$516.80	$475.22
$2,934.91	$2,584.02	$2,376.13
$1,173.96	$1,033.61	$950.45
$3,521.89	$3,100.82	$2,851.35
$3,913.21	$3,445.36	$3,168.17
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$82.52	$82.52	$82.52
$82.52	$82.52	$82.52
$156.35	$156.35	$156.35
$156.35	$156.35	$156.35
$108.58	$108.58	$108.58
$108.58	$108.58	$108.58
$347.44	$347.44	$347.44
$347.44	$347.44	$347.44
$868.60	$868.60	$868.60
$868.60	$868.60	$868.60
$217.95	$189.72	$172.99
$795.39	$699.05	$641.97
$5,799.88	$5,113.28	$4,706.51
$9,649.49	$8,508.83	$7,833.08
$3,875.08	$3,415.50	$3,143.23
$602.91	$529.28	$485.64
$333.44	$291.59	$266.79
$2,912.68	$2,566.61	$2,361.59
$1,469.08	$1,293.28	$1,189.12
$1,950.27	$1,717.72	$1,579.94
$0.00	$0.00	$0.00
$136.60	$106.96	$89.35
$6.84	$5.35	$4.47
$7.06	$5.52	$4.62
$9.87	$7.73	$6.46
$25.98	$20.34	$16.99
$13.67	$10.71	$8.94
$13.67	$10.71	$8.94
$54.70	$42.83	$35.78
$54.56	$42.72	$35.69
$35.42	$27.73	$23.16
$103.87	$90.71	$82.92
$3.42	$2.68	$2.24
$8.07	$6.32	$5.28
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$6.84	$5.35	$4.47
$27.35	$21.41	$17.89
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$6.84	$5.35	$4.47
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$163.91	$134.17	$116.51
$198.11	$165.16	$145.61
$230.93	$190.86	$167.07
$283.81	$239.13	$212.62
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$20.51	$16.06	$13.42
$6.84	$5.35	$4.47

$6.84	$5.35	$4.47
$6.84	$5.35	$4.47
$0.00	$0.00	$0.00
$21.74	$17.02	$14.22
$24.48	$19.17	$16.01
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$51.82	$40.58	$33.90
$0.00	$0.00	$0.00
$203.92	$179.09	$164.38
$236.74	$204.79	$185.85
$347.05	$298.03	$268.96
$445.58	$380.81	$342.40
$45.12	$35.33	$29.52
$13.54	$10.60	$8.85
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$41.39	$37.26	$34.81
$66.79	$59.29	$54.85
$65.41	$59.61	$56.17
$66.86	$58.96	$54.28
$40.96	$36.77	$34.29
$69.41	$61.72	$57.17
$69.41	$61.72	$57.17
$77.52	$69.49	$64.74
$87.25	$75.71	$68.87
$15.70	$13.96	$12.94
$38.38	$42.66	$45.23
$6.84	$5.35	$4.47
$13.67	$10.71	$8.94
$104.81	$91.96	$84.34
$18.32	$15.93	$14.52
$6.70	$5.25	$4.38
$27.51	$23.94	$21.82
$5.44	$4.26	$3.56
$16.38	$12.83	$10.71
$49.81	$43.77	$40.19
$86.88	$80.45	$76.64
$14.57	$11.73	$10.04
$64.52	$55.30	$49.81
$101.90	$92.20	$86.46
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$78.07	$65.54	$58.10
$73.14	$63.62	$57.98
$109.78	$95.49	$87.02
$87.85	$78.68	$73.25
$218.37	$170.99	$142.84
$201.12	$182.54	$171.55
$43.62	$34.16	$28.53
$3.15	$2.46	$2.06
$38.38	$42.66	$45.23
$24.47	$27.53	$29.36
$115.56	$101.01	$92.39
$167.52	$141.70	$126.38
$0.00	$0.00	$0.00
$263.95	$219.37	$192.90
$182.74	$158.87	$144.72
$182.74	$158.87	$144.72
$86.78	$67.95	$56.76
$7.33	$6.38	$5.81
$64.12	$55.77	$50.82
$274.78	$238.99	$217.77
$457.98	$398.32	$362.95
$91.60	$79.67	$72.59
$5,715.53	$4,970.99	$4,529.62
$3,443.98	$2,995.34	$2,729.39
$29.05	$26.31	$24.68
$267.40	$232.87	$212.40
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$192.25	$170.87	$158.20
$364.48	$323.94	$299.94
$604.80	$537.53	$497.70
$316.41	$281.22	$260.38
$1,090.83	$932.49	$838.57
$420.67	$359.43	$323.09
$1,009.74	$869.00	$785.53
$866.84	$740.58	$665.68
$1,341.15	$1,149.67	$1,036.10

$1,565.15	$1,341.59	$1,209.00
$407.28	$348.95	$314.35
$70.61	$79.43	$84.73
$70.61	$79.43	$84.73
$56.98	$64.10	$68.38
$21.72	$21.72	$21.72
$19.54	$19.54	$19.54
$91.68	$81.32	$75.18
$148.86	$131.39	$121.04
$49.19	$43.81	$40.62
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$49.91	$39.08	$32.65
$74.73	$58.52	$48.88
$67.58	$52.91	$44.20
$103.35	$80.93	$67.60
$103.35	$80.93	$67.60
$12.83	$10.05	$8.39
$92.55	$81.81	$75.42
$11.37	$9.67	$8.66
$11.65	$9.95	$8.94
$4.59	$3.60	$3.01
$40.31	$31.57	$26.37
$5.75	$4.50	$3.76
$7.21	$5.65	$4.72
$11.36	$9.62	$8.59
$60.00	$60.00	$60.00
$300.00	$300.00	$300.00
$800.00	$800.00	$800.00
$1,500.00	$1,500.00	$1,500.00
$2,500.00	$2,500.00	$2,500.00
$3,700.00	$3,700.00	$3,700.00
$5,000.00	$5,000.00	$5,000.00
$23.16	$26.06	$27.79
$34.03	$26.65	$22.26
$65.41	$59.61	$56.17
$54.96	$47.80	$43.55
$27.51	$23.94	$21.82
$0.00	$0.00	$0.00
$74.72	$64.84	$58.98
$65.41	$59.61	$56.17
$1,813.59	$1,577.34	$1,437.29
$1,089.98	$947.99	$863.82
$50.59	$39.62	$33.09
Discontinued	Discontinued	Discontinued
Discontinued	Discontinued	Discontinued
Discontinued	Discontinued	Discontinued
Discontinued	Discontinued	Discontinued
Discontinued	Discontinued	Discontinued
Discontinued	Discontinued	Discontinued
$13.46	$10.54	$8.80
$25.40	$19.89	$16.61
$123.87	$139.35	$148.64
$40.94	$34.55	$30.77
$1,000.00/MONTH	$1,000.00/MONTH	$1,000.00/MONTH
$1,666.67/MONTH	$1,666.67/MONTH	$1,666.67/MONTH
$2,500.00/MONTH	$2,500.00/MONTH	$2,500.00/MONTH
$7.39	$5.79	$4.84
$12.88	$10.08	$8.42
$27.03	$21.17	$17.68
$13.99	$10.96	$9.15
$27.98	$21.91	$18.30
$9.61	$7.52	$6.28
$28.04	$21.95	$18.34
$22.00	$17.23	$14.39
$22.00	$17.23	$14.39
$23.51	$18.41	$15.38
$55.02	$43.08	$35.99
$27.53	$21.56	$18.01
$15.70	$12.29	$10.27
$14.74	$11.54	$9.64
$59.45	$46.55	$38.89
$56.51	$44.25	$36.96
$29.75	$23.30	$19.46
$27.91	$21.86	$18.26
$26.18	$20.50	$17.12
$56.60	$44.32	$37.02
$49.53	$38.78	$32.40
$113.21	$88.64	$74.05
$63.68	$49.86	$41.65
$169.81	$132.97	$111.07
$49.53	$38.78	$32.40

$113.21	$88.64	$74.05
$26.18	$20.50	$17.12
$56.60	$44.32	$37.02
$26.18	$20.50	$17.12
$56.60	$44.32	$37.02
$14.67	$11.49	$9.60
$28.04	$21.95	$18.34
$46.49	$36.40	$30.41
$46.70	$36.57	$30.55
$45.52	$35.64	$29.77
$22.00	$17.23	$14.39
$23.44	$18.35	$15.33
$22.85	$17.89	$14.94
$54.60	$42.75	$35.71
$54.67	$42.81	$35.76
$54.67	$42.81	$35.76
$25.76	$20.17	$16.85
$28.04	$21.95	$18.34
$27.31	$21.38	$17.86
$39.14	$30.65	$25.60
$9.84	$7.70	$6.43
$5.52	$4.32	$3.61
$15.51	$12.14	$10.14
$5.84	$4.57	$3.82
$28.62	$22.41	$18.72
$5.81	$4.55	$3.80
$2.58	$2.02	$1.68
$22.87	$17.91	$14.96
$45.61	$35.71	$29.83
$23.51	$18.41	$15.38
$46.88	$36.70	$30.66
$27.53	$21.56	$18.01
$55.02	$43.08	$35.99
$12.30	$9.63	$8.04
$111.36	$87.20	$72.84
$28.04	$21.95	$18.34
$54.60	$42.75	$35.71
$54.67	$42.81	$35.76
$54.67	$42.81	$35.76
$25.76	$20.17	$16.85
$28.04	$21.95	$18.34
$27.31	$21.38	$17.86
$28.76	$22.52	$18.81
$28.04	$21.95	$18.34
$27.31	$21.38	$17.86
$28.76	$22.52	$18.81
$16.26	$12.73	$10.64
$7.21	$5.65	$4.72
$5.50	$4.31	$3.60
$7.30	$5.72	$4.78
$5.90	$4.62	$3.86
$28.62	$22.41	$18.72
$72.08	$56.44	$47.15
$37.21	$29.14	$24.34
$22.92	$17.95	$14.99
$1.67	$1.31	$1.09
$14.36	$11.24	$9.39
$425.96	$363.49	$326.43
$432.33	$368.81	$331.13
$432.33	$368.81	$331.13
$438.64	$374.07	$335.77
$427.43	$365.63	$328.97
$445.04	$379.42	$340.49
$451.35	$384.67	$345.12
$457.72	$390.00	$349.83
$464.02	$395.26	$354.46
$1,367.41	$1,117.43	$968.99
$1,117.06	$919.10	$801.56
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$45.00/MONTH	$45.00/MONTH	$45.00/MONTH
$329.99	$263.68	$224.29
$0.64	$0.50	$0.42
$49.46	$43.49	$39.96
$0.00	$0.00	$0.00
$28.00/MONTH	$28.00/MONTH	$28.00/MONTH
$40.00/MONTH	$40.00/MONTH	$40.00/MONTH
$40.80/MONTH	$40.80/MONTH	$40.80/MONTH
$52.80/MONTH	$52.80/MONTH	$52.80/MONTH
$75.06	$67.50	$63.02
$69.69	$62.96	$58.97
$16.22	$12.70	$10.61
$10.90	$12.26	$13.08
$22.48	$25.29	$26.98

$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$49.00/MONTH	$49.00/MONTH	$49.00/MONTH
$199.43	$178.50	$166.11
$133.87	$106.22	$89.79
$133.87	$106.22	$89.79
$139.26	$110.63	$93.63
$144.66	$115.05	$97.46
$144.66	$115.05	$97.46
$150.05	$119.46	$101.29
$155.44	$123.88	$105.12
$160.84	$128.29	$108.95
$150.73	$118.03	$98.59
$138.17	$108.19	$90.38
$52.20	$43.25	$37.93
$471.03	$375.56	$318.85
$587.24	$468.42	$397.84
$52.55	$41.15	$34.37
$113.32	$98.92	$90.39
$111.71	$88.62	$74.89
$322.94	$252.86	$211.23
$93.71	$81.42	$74.14
$307.32	$258.70	$229.85
$280.05	$235.64	$209.28
$255.15	$207.12	$178.59
$415.66	$351.65	$313.67
$194.46	$164.34	$146.47
$30.62	$24.76	$21.28
$45.24	$37.65	$33.14
$110.53	$94.36	$84.77
$24.94	$20.99	$18.65
$44.74	$35.03	$29.26
$4.98	$3.90	$3.26
$14.93	$11.69	$9.77
$28.19	$22.07	$18.44
$5.90	$4.62	$3.86
$90.67	$80.52	$74.52
$3.76	$2.95	$2.46
$88.05	$76.44	$69.56
$2.75	$2.15	$1.80
$1.97	$1.54	$1.29
$2.75	$2.15	$1.80
$5.06	$3.97	$3.31
$45.02	$40.21	$37.36
$645.46	$551.73	$496.13
$67.58	$52.91	$44.20
$4.19	$3.28	$2.74
$4.19	$3.28	$2.74
$112.34	$102.47	$96.64
$82.36	$70.08	$62.80
$55.60	$48.70	$44.61
$12.88	$10.08	$8.42
$3.33	$2.61	$2.18
$217.21	$175.03	$149.98
$218.64	$176.83	$152.00
$263.68	$220.06	$194.17
$561.47	$477.55	$427.77
$3.16	$2.48	$2.07
$79.69	$67.03	$59.53
$5.77	$4.52	$3.77
$14.60	$11.44	$9.55
$15.87	$12.42	$10.38
$13.99	$10.96	$9.15
$27.98	$21.91	$18.30
$28.19	$22.07	$18.44
$49.72	$38.93	$32.52
$5.42	$4.25	$3.55
$24.86	$19.46	$16.26

$14.93	$11.69	$9.77
$4.17	$3.26	$2.73
$19.85	$15.54	$12.98
$17.67	$14.22	$12.16
$92.90	$83.03	$77.19
$3.73	$2.92	$2.44
$4.02	$3.15	$2.63
$61.14	$52.95	$48.10
$1.71	$1.34	$1.12
$19.09	$16.53	$15.02
$22.85	$19.77	$17.95
$2.00	$1.56	$1.31
$45.02	$40.21	$37.36
$1,345.81	$1,150.38	$1,034.45
$1,558.31	$1,332.01	$1,197.79
$47.17	$41.79	$38.60
$60.71	$54.59	$50.97
$31.01	$24.28	$20.28
$109.05	$93.31	$83.97
$27.14	$22.12	$19.14
$2.76	$2.16	$1.80
$68.70	$53.79	$44.93
$1.16	$0.91	$0.76
$0.14	$0.11	$0.09
$0.58	$0.45	$0.38
$22.13	$17.33	$14.48
$17.61	$14.15	$12.09
$102.45	$93.12	$87.60
$75.61	$64.16	$57.37
$1,698.25	$1,449.24	$1,301.53
$1,924.74	$1,641.84	$1,474.02
$58.74	$50.38	$45.42
$41.34	$32.37	$27.04
$293.96	$272.64	$260.06
$225.71	$211.15	$202.57
$150.70	$139.99	$133.67
$150.70	$139.99	$133.67
$260.51	$250.31	$244.34
$195.02	$190.97	$188.65
$44.92	$35.18	$29.38
$46.99	$36.79	$30.73
$4.33	$3.39	$2.83
$57.01	$44.64	$37.29
$15.31	$11.99	$10.02
$14.73	$11.53	$9.64
$23.51	$18.41	$15.38
$23.51	$18.41	$15.38
$44.69	$35.00	$29.23
$410.12	$374.08	$352.78
$366.53	$339.95	$324.27
$5.48	$4.29	$3.59
$37.08	$29.03	$24.25
$8.77	$6.87	$5.73
$14.70	$11.51	$9.61
$23.59	$18.47	$15.43
$44.32	$34.70	$28.99
$88.76	$69.50	$58.05
$4.04	$3.17	$2.65
$1.70	$1.33	$1.11
$2.38	$1.86	$1.56
$6.27	$4.91	$4.10
$158.23	$123.90	$103.50
$705.85	$563.16	$478.39
$822.06	$656.02	$557.38
$17.16	$13.44	$11.23
$38.56	$30.19	$25.22
$36.34	$28.46	$23.77
$44.80	$35.08	$29.30
$60.10	$47.06	$39.31
$11.33	$8.88	$7.41
$243.95	$207.16	$185.33
$216.13	$183.47	$164.09
$191.17	$155.39	$134.14
$375.64	$319.29	$285.87
$310.75	$263.66	$235.72
$249.51	$211.89	$189.58
$8.99	$7.04	$5.88
$160.02	$128.64	$110.01
$155.09	$124.62	$106.52
$150.17	$120.59	$103.02
$150.17	$120.59	$103.02
$145.16	$116.48	$99.44

$135.31	$108.43	$92.46
$26.39	$20.67	$17.26
$135.31	$108.43	$92.46
$101.61	$80.90	$68.59
$92.69	$73.56	$62.19
$39.40	$35.63	$33.41
$0.29	$0.23	$0.19
$117.50	$92.01	$76.86
$6.17	$5.00	$4.31
$30.87	$24.17	$20.19
$19.50	$15.27	$12.75
$78.66	$61.60	$51.45
$146.79	$114.94	$96.01
$29.58	$23.16	$19.35
$11.47	$8.98	$7.50
$8.94	$7.00	$5.85
$16.18	$12.67	$10.58
$8.30	$6.50	$5.43
$346.45	$294.70	$264.01
$41.29	$32.33	$27.01
$111.36	$87.20	$72.84
$83.52	$65.40	$54.63
$13.67	$10.71	$8.94
$2.94	$2.30	$1.92
$45.02	$40.21	$37.36
$149.26	$116.87	$97.63
$8.97	$7.02	$5.87
$1.87	$1.47	$1.22
$8.75	$6.85	$5.72
$4.45	$3.48	$2.91
$14.70	$11.51	$9.61
$23.67	$18.54	$15.48
$29.60	$23.18	$19.36
$53.37	$41.79	$34.91
$103.92	$81.37	$67.97
$5.73	$4.49	$3.75
$1.55	$1.21	$1.01
$1.80	$1.41	$1.18
$0.96	$0.76	$0.63
$30.87	$24.17	$20.19
$44.02	$39.42	$36.70
$45.95	$35.98	$30.06
$2.41	$1.88	$1.57
$5.64	$4.42	$3.69
$12.21	$10.77	$9.91
$72.35	$56.65	$47.32
$16.64	$13.03	$10.88
$7.60	$5.95	$4.97
$8.59	$6.72	$5.62
$12.16	$9.52	$7.96
$202.65	$171.15	$152.46
$938.56	$798.58	$715.54
$1,285.29	$1,092.99	$978.91
$1,183.34	$1,007.02	$902.42
$1,544.18	$1,312.48	$1,175.03
$1,304.69	$1,109.67	$993.97
$1,694.92	$1,438.13	$1,285.79
$544.86	$462.05	$412.92
$403.36	$322.19	$273.98
$110.24	$94.98	$85.93
$359.38	$304.30	$271.62
$27.03	$21.17	$17.68
$5.63	$4.41	$3.68
$6.82	$5.34	$4.46
$231.00	$180.88	$151.09
$16.01	$13.30	$11.69
$16.01	$13.30	$11.69
$29.48	$23.85	$20.50
$89.57	$70.14	$58.59
$25.76	$20.17	$16.85
$45.02	$40.21	$37.36
$14.51	$11.36	$9.49
$26.58	$20.81	$17.39
$26.58	$20.81	$17.39
$11.80	$9.24	$7.72
$0.14	$0.11	$0.09
$15.84	$12.72	$10.87
$15.84	$12.72	$10.87
$11.00	$8.61	$7.20
$100.72	$91.76	$86.47
$73.97	$62.88	$56.30
$100.72	$91.76	$86.47

$73.97	$62.88	$56.30
$171.13	$150.37	$138.07
$155.46	$137.33	$126.59
$7.58	$5.94	$4.96
$144.24	$112.95	$94.35
$97.79	$76.57	$63.96
$43.00/MONTH	$43.00/MONTH	$43.00/MONTH
$44.00/MONTH	$44.00/MONTH	$44.00/MONTH
$66.88/MONTH	$66.88/MONTH	$66.88/MONTH
$15.00/MONTH	$15.00/MONTH	$15.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$60.00/MONTH	$60.00/MONTH	$60.00/MONTH
$300.00/MONTH	$300.00/MONTH	$300.00/MONTH
$800.00/MONTH	$800.00/MONTH	$800.00/MONTH
$1500.00/MONTH	$1500.00/MONTH	$1500.00/MONTH
$2500.00/MONTH	$2500.00/MONTH	$2500.00/MONTH
$3700/MONTH	$3700/MONTH	$3700/MONTH
$5000/MONTH	$5000/MONTH	$5000/MONTH
$0.00	$0.00	$0.00
$100.00/MONTH	$100.00/MONTH	$100.00/MONTH
$100.00/MONTH	$100.00/MONTH	$100.00/MONTH
$100.00/MONTH	$100.00/MONTH	$100.00/MONTH
$300.00/MONTH	$300.00/MONTH	$300.00/MONTH
$1000.00/MONTH	$1000.00/MONTH	$1000.00/MONTH
$5000/MONTH	$5000/MONTH	$5000/MONTH
$500.00/MONTH	$500.00/MONTH	$500.00/MONTH
$2000.00/MONTH	$2000.00/MONTH	$2000.00/MONTH
$13500/MONTH	$13500/MONTH	$13500/MONTH
$600.00/MONTH	$600.00/MONTH	$600.00/MONTH
$170.00/MONTH	$170.00/MONTH	$170.00/MONTH
$0.00	$0.00	$0.00
$100.00/MONTH	$100.00/MONTH	$100.00/MONTH
$24.67	$27.76	$29.61
$60.00/MONTH	$60.00/MONTH	$60.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$15.00/MONTH	$15.00/MONTH	$15.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$35.00/MONTH	$35.00/MONTH	$35.00/MONTH
$170.00/MONTH	$170.00/MONTH	$170.00/MONTH
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$187.65	$146.93	$122.74
$244.89	$191.75	$160.18
$71.63	$61.91	$56.15
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$5940.00/MONTH	$5940.00/MONTH	$5940.00/MONTH
$8100.00/MONTH	$8100.00/MONTH	$8100.00/MONTH
$3500/MONTH	$3500/MONTH	$3500/MONTH
$230.00/MONTH	$230.00/MONTH	$230.00/MONTH
$1600.00/MONTH	$1600.00/MONTH	$1600.00/MONTH
$58.00/MONTH	$58.00/MONTH	$58.00/MONTH
$475.00/MONTH	$475.00/MONTH	$475.00/MONTH
$2250.00/MONTH	$2250.00/MONTH	$2250.00/MONTH
$850.00/MONTH	$850.00/MONTH	$850.00/MONTH
$125.00/MONTH	$125.00/MONTH	$125.00/MONTH
$1450.00/MONTH	$1450.00/MONTH	$1450.00/MONTH
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$37.94	$29.71	$24.81
$16.41	$12.85	$10.73
$38.10	$29.83	$24.92
$48.15	$37.70	$31.49
$18.89	$14.79	$12.36
$475.52	$397.52	$351.23
$9.54	$7.47	$6.24
$19.68	$15.41	$12.88
$24.39	$19.10	$15.95
$32.94	$25.80	$21.55
$24.39	$19.10	$15.95
$336.00/MONTH	$336.00/MONTH	$336.00/MONTH
$600.00/MONTH	$600.00/MONTH	$600.00/MONTH

$960.00/MONTH	$960.00/MONTH	$960.00/MONTH
$6717.00/MONTH	$6717.00/MONTH	$6717.00/MONTH
$768.00/MONTH	$768.00/MONTH	$768.00/MONTH
$1200.00/MONTH	$1200.00/MONTH	$1200.00/MONTH
$29.52	$26.67	$24.99
$221.51	$189.29	$170.18
$314.32	$269.10	$242.27
$31.55	$24.70	$20.63
$9.22	$7.22	$6.03
$249.34	$214.34	$193.58
$66.01/MONTH	$66.01/MONTH	$66.01/MONTH
$45.00/MONTH	$45.00/MONTH	$45.00/MONTH
$45.00/MONTH	$45.00/MONTH	$45.00/MONTH
$19.98/MONTH	$19.98/MONTH	$19.98/MONTH
$40.00/MONTH	$40.00/MONTH	$40.00/MONTH
$31.27/MONTH	$31.27/MONTH	$31.27/MONTH
$14.26	$11.17	$9.33
$13.50	$10.57	$8.83
$5.32	$4.16	$3.48
$27.67	$21.66	$18.10
$16.06	$12.57	$10.50
$32.44	$25.40	$21.22
$54.06	$42.33	$35.36
$75.05	$58.76	$49.09
$9.76	$7.64	$6.39
$1.30	$1.02	$0.85
$11.30	$8.85	$7.39
$1.14	$0.90	$0.75
$16.22	$12.70	$10.61
$22.90	$17.93	$14.98
$6.30	$4.93	$4.12
$22.58	$17.68	$14.77
$19.94	$15.62	$13.05
$0.00	$0.00	$0.00
$37.06	$33.34	$31.14
$19.21	$16.51	$14.90
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$9.30	$7.28	$6.08
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$7.31	$5.73	$4.78
$12.72	$9.96	$8.32
$22.26	$17.43	$14.56
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$13.95	$10.92	$9.12
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$67.41	$52.79	$44.09
$77.12	$60.39	$50.44
$86.01	$67.35	$56.26
$119.10	$93.26	$77.90
$47.31	$37.05	$30.95
$58.80	$46.04	$38.46
$67.41	$52.79	$44.09
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$36.92	$28.91	$24.15
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$43.17	$33.80	$28.24
$20.78	$16.27	$13.59
$30.90	$24.20	$20.21
$0.00	$0.00	$0.00
$2.85	$2.23	$1.87
$0.00	$0.00	$0.00
$0.81	$0.63	$0.53
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH

$7.00/MONTH	$7.00/MONTH	$7.00/MONTH
$0.00	$0.00	$0.00
$0.21	$0.17	$0.14
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$129.94	$101.74	$84.99
$0.00	$0.00	$0.00
$28.76	$22.52	$18.81
$64.54	$50.54	$42.22
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$1.59	$1.25	$1.04
$7.88	$6.17	$5.15
$0.53	$0.42	$0.35
$5.34	$4.18	$3.49
$4.24	$3.32	$2.77
$4.24	$3.32	$2.77
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$29.77	$23.31	$19.47
$26.88	$22.45	$19.82
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$17.97	$14.07	$11.76
$59.76	$46.79	$39.09
$0.00	$0.00	$0.00
$42.01	$32.90	$27.48
$96.05	$75.21	$62.82
$0.00	$0.00	$0.00
$35.26	$27.61	$23.06
$134.12	$105.02	$87.73
$373.16	$292.19	$244.08
$338.30	$286.56	$255.87
$528.22	$450.46	$404.34
$844.06	$724.44	$653.49
$27.75	$31.21	$33.30
$0.00	$0.00	$0.00
$44.62	$39.64	$36.69
$56.37	$48.46	$43.77
$56.37	$48.46	$43.77
$246.92	$218.63	$201.88
$5.99	$4.69	$3.92
$5.71	$4.47	$3.74
$108.84	$94.29	$85.66
$365.11	$314.01	$283.71
$146.37	$132.02	$123.53
$107.14	$100.12	$95.98
$145.75	$114.13	$95.34
$23.44	$18.35	$15.33
$23.87	$18.69	$15.61
$8.71	$6.82	$5.70
$0.00	$0.00	$0.00
$29.29	$22.94	$19.16
$3.60	$2.82	$2.36
$20.00/MONTH	$20.00/MONTH	$20.00/MONTH
$14.55	$11.39	$9.52
$36.54	$29.21	$24.85
$70.38	$55.71	$46.98
$24.17	$18.92	$15.81
$166.07	$138.55	$122.22
$204.40	$173.01	$154.39
$187.10	$155.78	$137.19
$105.14	$90.25	$81.42
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$25.00/MONTH	$25.00/MONTH	$25.00/MONTH
$60.00/MONTH	$60.00/MONTH	$60.00/MONTH
$10.00/MONTH	$10.00/MONTH	$10.00/MONTH
$45.00/MONTH	$45.00/MONTH	$45.00/MONTH
$0.00	$0.00	$0.00
$60.92	$56.18	$53.37
$143.29	$137.62	$134.30
$143.29	$137.62	$134.30

$67.15	$66.35	$65.90
$4.25	$3.32	$2.78
$154.57	$131.64	$118.04
$202.78	$174.68	$158.03
$17.17	$13.44	$11.23
$27.54	$23.15	$20.55
$8.52	$6.67	$5.57
$0.00	$0.00	$0.00
$14.37	$16.16	$17.24
$103.04	$86.51	$76.70
$177.18	$151.87	$136.85
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$718.81	$611.09	$547.19
$115.92	$97.40	$86.41
$22.97	$17.99	$15.03
$25.00/MONTH	$25.00/MONTH	$25.00/MONTH
$21.00/MONTH	$21.00/MONTH	$21.00/MONTH
$28.00/MONTH	$28.00/MONTH	$28.00/MONTH
$13.56	$10.62	$8.87
$45.35	$35.51	$29.66
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$5.95	$4.66	$3.89
$5.60	$4.38	$3.66
$5.60	$4.38	$3.66
$12.38	$9.69	$8.10
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$2.42	$1.89	$1.58
$3.42	$2.68	$2.24
$23.50	$18.40	$15.37
$87.22	$73.23	$64.93
$75.46	$59.09	$49.36
$89.97	$70.45	$58.85
$96.82	$84.03	$76.45
$2.71	$2.12	$1.77
$0.00	$0.00	$0.00
$8.07	$6.32	$5.28
$2.71	$2.12	$1.77
$7.00/MONTH	$7.00/MONTH	$7.00/MONTH
$22.56	$19.13	$17.09
$23.00	$18.30	$15.50
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$57.03	$44.66	$37.30
$75.80	$65.77	$59.82
$24.30	$19.03	$15.89
$190.93	$153.04	$130.53
$168.06	$134.41	$114.42
$162.37	$129.79	$110.43
$149.69	$119.08	$100.89
$149.69	$119.08	$100.89
$132.57	$105.14	$88.84
$44.89	$35.15	$29.36
$868.72	$722.01	$634.93
$804.84	$668.71	$587.90
$798.42	$663.35	$583.16
$785.65	$652.69	$573.76
$740.96	$615.41	$540.88
$747.32	$620.71	$545.55
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$17.00/MONTH	$17.00/MONTH	$17.00/MONTH
$9.72	$7.61	$6.36
$10.54	$8.26	$6.90
$21.75	$17.03	$14.23
$18.39	$14.40	$12.03
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$5.61	$4.39	$3.67
$5.64	$6.34	$6.76
$12.14	$13.66	$14.57
$12.14	$13.66	$14.57
$11.35	$8.89	$7.42
$15.67	$17.63	$18.80
$15.67	$17.63	$18.80
$1.73	$1.95	$2.08
$3.60	$4.05	$4.32

$4.94	$5.55	$5.92
$1.73	$1.95	$2.08
$1.67	$1.88	$2.01
$0.00	$0.00	$0.00
$5.14	$5.78	$6.17
$3.78	$4.25	$4.53
$1.67	$1.88	$2.01
$0.00	$0.00	$0.00
$22.36	$25.15	$26.83
$48.00	$54.00	$57.60
$135.39	$152.31	$162.46
$22.36	$25.15	$26.83
$48.00	$54.00	$57.60
$135.39	$152.31	$162.46
$70.96	$62.70	$57.81
$21.44	$16.79	$14.02
$42.77	$33.49	$27.98
$12.14	$13.66	$14.57
$12.14	$13.66	$14.57
$15.67	$17.63	$18.80
$15.67	$17.63	$18.80
$15.67	$17.63	$18.80
$15.67	$17.63	$18.80
$15.67	$17.63	$18.80
$14.54	$11.39	$9.51
$0.00	$0.00	$0.00
$13.46	$10.54	$8.80
$2.13	$1.67	$1.39
$5.61	$4.39	$3.67
$0.00	$0.00	$0.00
$5.61	$4.39	$3.67
$6.39	$5.00	$4.18
$4.24	$3.32	$2.77
$15.34	$12.01	$10.03
$0.00	$0.00	$0.00
$4.24	$3.32	$2.77
$2.21	$1.73	$1.45
$29.86	$23.38	$19.53
$35.44	$27.75	$23.18
$17.86	$13.98	$11.68
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00	$0.00	$0.00
$4.00/MONTH	$4.00/MONTH	$4.00/MONTH
$7.00/MONTH	$7.00/MONTH	$7.00/MONTH
$15.00/MONTH	$15.00/MONTH	$15.00/MONTH
$50.00/MONTH	$50.00/MONTH	$50.00/MONTH
$100.00/MONTH	$100.00/MONTH	$100.00/MONTH
$150.00/MONTH	$150.00/MONTH	$150.00/MONTH
$250.00/MONTH	$250.00/MONTH	$250.00/MONTH
$525.68	$443.39	$394.56
$626.31	$528.53	$470.52
$40.02	$31.34	$26.18
$20.01	$15.67	$13.09
$64.22	$53.68	$47.42
$99.70	$82.83	$72.82
$47.85	$40.01	$35.36
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$35.32	$27.65	$23.10
$79.08	$61.92	$51.73
$135.59	$106.17	$88.69
$0.00	$0.00	$0.00
$15.00/MONTH	$15.00/MONTH	$15.00/MONTH
$15.00/MONTH	$15.00/MONTH	$15.00/MONTH
$10.00/MONTH	$10.00/MONTH	$10.00/MONTH
$15.00/MONTH	$15.00/MONTH	$15.00/MONTH
$25.00/MONTH	$25.00/MONTH	$25.00/MONTH
$180.00/MONTH	$180.00/MONTH	$180.00/MONTH
$10.00/MONTH	$10.00/MONTH	$10.00/MONTH
$15.00/MONTH	$15.00/MONTH	$15.00/MONTH
$25.00/MONTH	$25.00/MONTH	$25.00/MONTH
$180.00/MONTH	$180.00/MONTH	$180.00/MONTH
$10.00/MONTH	$10.00/MONTH	$10.00/MONTH
$155.00/MONTH	$155.00/MONTH	$155.00/MONTH
$10.00/MONTH	$10.00/MONTH	$10.00/MONTH
$155.00/MONTH	$155.00/MONTH	$155.00/MONTH
$7.00/MONTH	$7.00/MONTH	$7.00/MONTH
$7.00/MONTH	$7.00/MONTH	$7.00/MONTH
$13.00/MONTH	$13.00/MONTH	$13.00/MONTH
$10.45/MONTH	$10.45/MONTH	$10.45/MONTH
$27.35	$21.41	$17.89
$15.00/MONTH	$15.00/MONTH	$15.00/MONTH

$7.00/MONTH	$7.00/MONTH	$7.00/MONTH
$100.00/MONTH	$100.00/MONTH	$100.00/MONTH
$44.00/MONTH	$44.00/MONTH	$44.00/MONTH
$22.00/MONTH	$22.00/MONTH	$22.00/MONTH
$31.00/MONTH	$31.00/MONTH	$31.00/MONTH
$343.41	$274.19	$233.07
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$30.42	$28.14	$26.80
$285.73	$223.73	$186.89
$76.35	$66.39	$60.49
$30.27	$27.26	$25.48
$42.63	$38.23	$35.62
$57.02	$51.49	$48.22
$79.87	$71.33	$66.28
$107.34	$93.43	$85.19
$594.66	$522.82	$480.25
$3,964.40	$3,485.45	$3,201.66
$3,964.40	$3,485.45	$3,201.66
$3,567.96	$3,136.90	$2,881.49
$2,973.30	$2,614.08	$2,401.24
$1,189.32	$1,045.63	$960.50
$1,982.20	$1,742.72	$1,600.83
$94.36	$73.88	$61.72
$198.22	$174.27	$160.08
$297.33	$261.41	$240.12
$991.10	$871.36	$800.41
$991.10	$871.36	$800.41
$991.10	$871.36	$800.41
$792.88	$697.09	$640.33
$396.44	$348.54	$320.17
$594.66	$522.82	$480.25
$356.80	$313.69	$288.15
$628.10	$560.44	$520.38
$3,964.40	$3,485.45	$3,201.66
$3,964.40	$3,485.45	$3,201.66
$3,567.96	$3,136.90	$2,881.49
$2,806.08	$2,425.96	$2,200.58
$1,095.68	$940.28	$848.12
$1,759.24	$1,491.89	$1,333.27
$23.79	$20.91	$19.21
$49.85	$43.61	$39.91
$317.15	$278.84	$256.13
$792.88	$697.09	$640.33
$237.86	$209.13	$192.10
$158.58	$139.42	$128.07
$57.09	$50.19	$46.10
$79.29	$69.71	$64.03
$356.80	$313.69	$288.15
$594.66	$522.82	$480.25
$3,964.40	$3,485.45	$3,201.66
$3,964.40	$3,485.45	$3,201.66
$3,567.96	$3,136.90	$2,881.49
$2,973.30	$2,614.08	$2,401.24
$1,189.32	$1,045.63	$960.50
$1,982.20	$1,742.72	$1,600.83
$35.68	$31.37	$28.81
$59.47	$52.28	$48.02
$792.88	$697.09	$640.33
$991.10	$871.36	$800.41
$594.66	$522.82	$480.25
$396.44	$348.54	$320.17
$118.93	$104.56	$96.05
$198.22	$174.27	$160.08
$35.68	$31.37	$28.81
$59.47	$52.28	$48.02
$792.88	$697.09	$640.33
$991.10	$871.36	$800.41
$594.66	$522.82	$480.25
$396.44	$348.54	$320.17
$118.93	$104.56	$96.05
$198.22	$174.27	$160.08
$35.68	$31.37	$28.81
$59.47	$52.28	$48.02
$792.88	$697.09	$640.33
$991.10	$871.36	$800.41
$594.66	$522.82	$480.25
$396.44	$348.54	$320.17
$118.93	$104.56	$96.05
$198.22	$174.27	$160.08
$35.68	$31.37	$28.81
$59.47	$52.28	$48.02

$792.88	$697.09	$640.33
$991.10	$871.36	$800.41
$594.66	$522.82	$480.25
$396.44	$348.54	$320.17
$118.93	$104.56	$96.05
$198.22	$174.27	$160.08
$35.68	$31.37	$28.81
$59.47	$52.28	$48.02
$792.88	$697.09	$640.33
$991.10	$871.36	$800.41
$594.66	$522.82	$480.25
$396.44	$348.54	$320.17
$118.93	$104.56	$96.05
$198.22	$174.27	$160.08
$23.79	$20.91	$19.21
$35.68	$31.37	$28.81
$396.44	$348.54	$320.17
$792.88	$697.09	$640.33
$237.86	$209.13	$192.10
$158.58	$139.42	$128.07
$59.47	$52.28	$48.02
$79.29	$69.71	$64.03
$35.68	$31.37	$28.81
$59.47	$52.28	$48.02
$792.88	$697.09	$640.33
$991.10	$871.36	$800.41
$594.66	$522.82	$480.25
$396.44	$348.54	$320.17
$118.93	$104.56	$96.05
$198.22	$174.27	$160.08
$35.68	$31.37	$28.81
$59.47	$52.28	$48.02
$792.88	$697.09	$640.33
$991.10	$871.36	$800.41
$594.66	$522.82	$480.25
$396.44	$348.54	$320.17
$118.93	$104.56	$96.05
$198.22	$174.27	$160.08
$35.68	$31.37	$28.81
$59.47	$52.28	$48.02
$792.88	$697.09	$640.33
$991.10	$871.36	$800.41
$594.66	$522.82	$480.25
$396.44	$348.54	$320.17
$118.93	$104.56	$96.05
$198.22	$174.27	$160.08
$35.68	$31.37	$28.81
$59.47	$52.28	$48.02
$792.88	$697.09	$640.33
$991.10	$871.36	$800.41
$594.66	$522.82	$480.25
$396.44	$348.54	$320.17
$118.93	$104.56	$96.05
$198.22	$174.27	$160.08
$35.68	$31.37	$28.81
$59.47	$52.28	$48.02
$792.88	$697.09	$640.33
$991.10	$871.36	$800.41
$594.66	$522.82	$480.25
$396.44	$348.54	$320.17
$118.93	$104.56	$96.05
$198.22	$174.27	$160.08
$35.68	$31.37	$28.81
$59.47	$52.28	$48.02
$792.88	$697.09	$640.33
$991.10	$871.36	$800.41
$594.66	$522.82	$480.25
$396.44	$348.54	$320.17
$118.93	$104.56	$96.05
$198.22	$174.27	$160.08
$42.91	$38.45	$35.81
$58.01	$52.48	$49.21
$79.71	$71.21	$66.17
$100.00/MONTH	$100.00/MONTH	$100.00/MONTH

$300.00/MONTH	$300.00/MONTH	$300.00/MONTH
$0.00	$0.00	$0.00
$195.66	$172.27	$158.41
$404.00	$354.46	$325.11
$303.00	$265.85	$243.83
$58.70	$51.68	$47.52
$78.26	$68.91	$63.36
$877.55	$687.14	$574.00
$117.40	$103.36	$95.05
$195.66	$172.27	$158.41
$28.66	$27.29	$26.49
$0.00	$0.00	$0.00
$27.03	$21.17	$17.68
$150.00/MONTH	$150.00/MONTH	$150.00/MONTH
$4.29	$3.36	$2.80
$252.41	$207.40	$180.68
$80.42	$71.76	$66.63
$100.00/MONTH	$100.00/MONTH	$100.00/MONTH
$1750.00/MONTH	$1750.00/MONTH	$1750.00/MONTH
$6500.00/MONTH	$6500.00/MONTH	$6500.00/MONTH
$8000.00/MONTH	$8000.00/MONTH	$8000.00/MONTH
$2750.00/MONTH	$2750.00/MONTH	$2750.00/MONTH
$180.00/MONTH	$180.00/MONTH	$180.00/MONTH
$3750/MONTH	$3750/MONTH	$3750/MONTH
$1650.00/MONTH	$1650.00/MONTH	$1650.00/MONTH
$200.00/MONTH	$200.00/MONTH	$200.00/MONTH
$550.00/MONTH	$550.00/MONTH	$550.00/MONTH
$2000.00/MONTH	$2000.00/MONTH	$2000.00/MONTH
$8500.00/MONTH	$8500.00/MONTH	$8500.00/MONTH
$3000/MONTH	$3000/MONTH	$3000/MONTH
$325.00/MONTH	$325.00/MONTH	$325.00/MONTH
$4000.00/MONTH	$4000.00/MONTH	$4000.00/MONTH
$1850.00/MONTH	$1850.00/MONTH	$1850.00/MONTH
$3.25	$2.54	$2.12
$5.48	$4.29	$3.58
$33.24	$29.59	$27.42
$39.64	$34.85	$32.02
$23.24	$18.19	$15.20
$198.22	$174.27	$160.08
$397.35	$349.26	$320.76
$59.47	$52.28	$48.02
$79.29	$69.71	$64.03
$118.93	$104.56	$96.05
$298.01	$261.94	$240.57
$198.22	$174.27	$160.08
$158.58	$139.42	$128.07
$21.44	$16.79	$14.02
$42.88	$33.57	$28.04
$198.22	$174.27	$160.08
$297.33	$261.41	$240.12
$991.10	$871.36	$800.41
$991.10	$871.36	$800.41
$991.10	$871.36	$800.41
$792.88	$697.09	$640.33
$396.44	$348.54	$320.17
$594.66	$522.82	$480.25
$7.24	$5.67	$4.74
$13.67	$10.71	$8.94
$22.26	$17.43	$14.56
$47.42	$37.13	$31.01
$11.37	$8.90	$7.43
$23.44	$18.35	$15.33
$6.70	$5.25	$4.38
$45.94	$35.97	$30.05
$14.58	$11.41	$9.53
$348.65	$300.28	$271.60
$199.37	$171.45	$154.89
$76.35	$66.39	$60.49
$42.19	$37.74	$35.10
$79.87	$71.33	$66.28
$4.13	$3.23	$2.70
$30.04	$26.05	$23.68
$28.44	$22.27	$18.60
$13.57	$10.62	$8.88
$0.00	$0.00	$0.00
$47.26	$40.99	$37.27
$47.26	$40.99	$37.27
$8,275.14	$7,175.36	$6,523.34
$4,987.76	$4,324.87	$3,931.88
$42.19	$37.74	$35.10
$1,161.92	$1,007.50	$915.95
$107.34	$93.43	$85.19

$30.27	$27.26	$25.48
$30.02	$26.03	$23.66
$30.04	$26.05	$23.68
$262.61	$227.71	$207.02
$76.35	$66.39	$60.49
$50.56	$43.33	$39.05
$79.87	$71.33	$66.28
$5.70	$4.47	$3.73
$4.13	$3.24	$2.70
$39.86	$31.21	$26.07
$132.06	$114.51	$104.11
$11.34	$9.83	$8.94
$21.44	$16.79	$14.02
$17.12	$13.41	$11.20
$138.94	$117.97	$105.52
$165.96	$140.88	$126.00
$102.82	$90.04	$82.47
$102.82	$90.04	$82.47
$278.24	$238.20	$214.45
$150.44	$142.98	$138.60
$423.60	$359.65	$321.70
$521.70	$446.63	$402.10
$731.63	$624.84	$561.49
$289.16	$241.42	$213.08
$1,356.32	$1,135.67	$1,004.71
$346.21	$296.27	$266.65
$1,385.19	$1,176.42	$1,052.57
$1,997.84	$1,686.41	$1,501.62
$45.60	$35.70	$29.82
$45.60	$35.70	$29.82
$99.19	$87.20	$80.10
$99.19	$87.20	$80.10
$2,743.29	$2,348.88	$2,114.94
$1,023.88	$877.92	$791.36
$188.59	$161.71	$145.77
$911.98	$781.98	$704.87
$188.59	$161.71	$145.77
$9.22	$7.22	$6.03
$364.95	$300.76	$262.65
$39.86	$31.21	$26.07
$127.85	$105.02	$91.47
$162.86	$132.43	$114.37
$54.56	$42.72	$35.69
$121.24	$94.93	$79.30
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$71.47	$55.96	$46.75
$125.39	$98.18	$82.02
$60.58	$47.43	$39.62
$52.10	$40.79	$34.08
$110.82	$94.99	$85.60
$58.34	$49.22	$43.80
$189.26	$170.54	$159.47
$152.40	$144.52	$139.88
$65.46	$54.80	$48.47
$0.00	$0.00	$0.00
$674.80	$583.03	$528.61
$239.51	$222.62	$212.65
$7.42	$5.81	$4.85
$4.99	$3.90	$3.26
$5.82	$4.55	$3.80
$6.14	$4.81	$4.02
$8.31	$6.51	$5.44
$6.85	$5.37	$4.48
$4.00	$3.13	$2.61
$2.07	$1.62	$1.35
$95.80	$75.01	$62.66
$5.91	$4.63	$3.87
$82.15	$66.85	$57.76
$63.18	$53.96	$48.49
$77.73	$65.36	$58.01
$103.44	$87.98	$78.81
$0.99	$0.78	$0.65
$1.12	$0.88	$0.73
$16.44	$12.87	$10.75
$137.15	$107.39	$89.71
$89.40	$70.00	$58.48
$39.05	$30.58	$25.54
$39.05	$30.58	$25.54
$57.43	$44.97	$37.56
$2.57	$2.01	$1.68
$5.38	$4.21	$3.52

$80.28	$62.86	$52.51
$53.92	$42.22	$35.27
$535.95	$424.95	$359.01
$135.56	$106.14	$88.67
$38.60	$30.22	$25.25
$30.52	$23.90	$19.96
$286.37	$245.35	$221.02
$593.05	$508.11	$457.73
$70.95	$55.56	$46.41
$3.24	$2.54	$2.12
$2.57	$2.01	$1.68
$8.31	$6.50	$5.43
$19.52	$15.29	$12.77
$1.35	$1.06	$0.88
$1.35	$1.06	$0.88
$5.56	$4.36	$3.64
$0.00	$0.00	$0.00
$24.29	$19.02	$15.89
$0.00	$0.00	$0.00
$35.15	$27.53	$22.99
$0.00	$0.00	$0.00
$23.51	$18.41	$15.38
$37.76	$29.57	$24.70
$52.01	$40.73	$34.02
$52.01	$40.73	$34.02
$75.86	$59.40	$49.62
$84.60	$66.24	$55.33
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$26.71	$20.92	$17.47
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$67.58	$52.91	$44.20
$0.00	$0.00	$0.00
$74.73	$58.52	$48.88
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00

$14.69	$11.50	$9.61
$14.69	$11.50	$9.61
$14.69	$11.50	$9.61
$0.56	$0.44	$0.37
$0.56	$0.44	$0.37
$0.84	$0.66	$0.55
$16.43	$12.86	$10.74
$16.43	$12.86	$10.74
$16.43	$12.86	$10.74
$15.03	$11.77	$9.83
$15.03	$11.77	$9.83
$15.03	$11.77	$9.83
$15.03	$11.77	$9.83
$15.03	$11.77	$9.83
$0.64	$0.50	$0.42
$1.82	$1.42	$1.19
$4.48	$3.51	$2.93
$2.10	$1.64	$1.37
$4.20	$3.29	$2.75
$0.56	$0.44	$0.37
$3.36	$2.63	$2.20
$3.08	$2.41	$2.01
$1.12	$0.88	$0.73
$2.24	$1.75	$1.46
$2.24	$1.75	$1.46
$1.12	$0.88	$0.73
$3.92	$3.07	$2.56
$1.96	$1.53	$1.28
$5.32	$4.16	$3.48
$0.76	$0.59	$0.49
$1.96	$1.53	$1.28
$3.36	$2.63	$2.20
$3.92	$3.07	$2.56
$7.84	$6.14	$5.12
$4.48	$3.51	$2.93
$7.84	$6.14	$5.12
$0.46	$0.36	$0.30
$0.56	$0.44	$0.37
$6.72	$5.26	$4.39
$7.28	$5.70	$4.76
$0.84	$0.66	$0.55
$4.28	$3.35	$2.80
$3.92	$3.07	$2.56
$0.42	$0.33	$0.27
$0.84	$0.66	$0.55
$9.37	$7.34	$6.13
$0.70	$0.55	$0.46
$1.58	$1.23	$1.03
$1.45	$1.14	$0.95
$1.28	$1.00	$0.84
$1.58	$1.23	$1.03
$1.73	$1.36	$1.13
$0.00	$0.00	$0.00
$5.13	$4.02	$3.35
$7.69	$6.02	$5.03
$10.99	$8.61	$7.19
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00

$0.00	$0.00	$0.00
$3.21	$2.51	$2.10
$3.61	$2.82	$2.36
$3.79	$2.97	$2.48
$3.62	$2.83	$2.37
$4.89	$3.83	$3.20
$5.40	$4.23	$3.53
$5.22	$4.09	$3.42
$8.39	$6.57	$5.49
$8.57	$6.71	$5.61
$9.22	$7.22	$6.03
$9.30	$7.28	$6.08
$11.35	$8.89	$7.43
$11.59	$9.08	$7.58
$10.57	$8.27	$6.91
$12.39	$9.71	$8.11
$14.06	$11.01	$9.20
$15.49	$12.13	$10.13
$16.35	$12.80	$10.69
$108.11	$98.08	$92.15
$18.38	$14.39	$12.02
$18.86	$14.77	$12.34
$23.00	$18.01	$15.04
$28.44	$22.27	$18.60
$23.65	$18.52	$15.47
$27.75	$21.73	$18.15
$33.71	$26.39	$22.05
$32.21	$25.22	$21.07
$35.21	$27.57	$23.03
$35.37	$27.69	$23.13
$80.11	$67.90	$60.65
$37.24	$29.16	$24.36
$58.82	$49.36	$43.75
$58.82	$49.36	$43.75
$58.82	$49.36	$43.75
$47.28	$37.02	$30.93
$53.24	$41.69	$34.82
$58.50	$45.81	$38.26
$81.67	$70.03	$63.12
$127.79	$108.73	$97.41
$95.74	$74.96	$62.62
$103.90	$81.35	$67.96
$152.58	$135.36	$125.16
$154.91	$137.54	$127.26
$131.99	$113.20	$102.05
$127.04	$99.48	$83.10
$113.21	$88.64	$74.05
$82.02	$64.56	$54.19
$117.23	$93.76	$79.82
$111.71	$87.47	$73.07
$105.17	$82.35	$68.79
$138.33	$108.32	$90.48
$108.68	$86.60	$73.49
$108.68	$86.60	$73.49
$108.68	$86.60	$73.49
$113.82	$90.80	$77.12
$113.82	$90.80	$77.12
$113.82	$90.80	$77.12
$119.03	$95.06	$80.83
$148.92	$116.61	$97.41
$157.75	$123.52	$103.18
$398.07	$375.23	$361.80
$262.92	$205.87	$171.97
$365.47	$313.37	$282.47
$340.84	$266.89	$222.94
$415.89	$356.59	$321.43
$497.89	$441.71	$408.43
$610.33	$541.44	$500.64
$510.91	$435.47	$390.71
$1,068.77	$1,008.07	$972.36
$1,636.79	$1,452.84	$1,343.90
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$26.76	$21.82	$18.89
$158.51	$139.72	$128.58
$176.34	$154.45	$141.48
$268.51	$212.28	$178.87
$305.81	$242.59	$205.03
$343.31	$273.16	$231.48

$370.62	$296.09	$251.82
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$152.44/MONTH	$152.44/MONTH	$152.44/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$182.09	$204.85	$218.50
$0.00/MONTH	$0.00/MONTH	$0.00/MONTH
$4.00/MONTH	$4.00/MONTH	$4.00/MONTH
$4.00/MONTH	$4.00/MONTH	$4.00/MONTH
$4.48/MONTH	$4.48/MONTH	$4.48/MONTH
$4.35/MONTH	$4.35/MONTH	$4.35/MONTH
11.07/MONTH	11.07/MONTH	11.07/MONTH
$13.00/MONTH	$13.00/MONTH	$13.00/MONTH
$13.00/MONTH	$13.00/MONTH	$13.00/MONTH
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$21.75/MONTH	$21.75/MONTH	$21.75/MONTH
$26.00/MONTH	$26.00/MONTH	$26.00/MONTH
$26.00/MONTH	$26.00/MONTH	$26.00/MONTH
$26.00/MONTH	$26.00/MONTH	$26.00/MONTH
$35.00/MONTH	$35.00/MONTH	$35.00/MONTH
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$42.63/MONTH	$42.63/MONTH	$42.63/MONTH
$43.50/MONTH	$43.50/MONTH	$43.50/MONTH
$52.00/MONTH	$52.00/MONTH	$52.00/MONTH
$66.95/MONTH	$66.95/MONTH	$66.95/MONTH
$65.00/MONTH	$65.00/MONTH	$65.00/MONTH
$65.00/MONTH	$65.00/MONTH	$65.00/MONTH
$70.00/MONTH	$70.00/MONTH	$70.00/MONTH
$75.00/MONTH	$75.00/MONTH	$75.00/MONTH
$89.61/MONTH	$89.61/MONTH	$89.61/MONTH
$87.00/MONTH	$87.00/MONTH	$87.00/MONTH
$134.93/MONTH	$134.93/MONTH	$134.93/MONTH
$129.63/MONTH	$129.63/MONTH	$129.63/MONTH
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$196.00/MONTH	$196.00/MONTH	$196.00/MONTH
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$261.00/MONTH	$261.00/MONTH	$261.00/MONTH
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$15.00/MONTH	$15.00/MONTH	$15.00/MONTH
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$117.00/MONTH	$117.00/MONTH	$117.00/MONTH
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$1899.00/MONTH	$1899.00/MONTH	$1899.00/MONTH
$90.00/MONTH	$90.00/MONTH	$90.00/MONTH
$90.00/MONTH	$90.00/MONTH	$90.00/MONTH

$90.00/MONTH	$90.00/MONTH	$90.00/MONTH
$225.00/MONTH	$225.00/MONTH	$225.00/MONTH
$20.70/MONTH	$20.70/MONTH	$20.70/MONTH
$37.80/MONTH	$37.80/MONTH	$37.80/MONTH
$87.30/MONTH	$87.30/MONTH	$87.30/MONTH
$135.00/MONTH	$135.00/MONTH	$135.00/MONTH
$19.00/MONTH	$19.00/MONTH	$19.00/MONTH
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$32.00/MONTH	$32.00/MONTH	$32.00/MONTH
$33.00/MONTH	$33.00/MONTH	$33.00/MONTH
$39.00/MONTH	$39.00/MONTH	$39.00/MONTH
$39.00/MONTH	$39.00/MONTH	$39.00/MONTH
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$66.00/MONTH	$66.00/MONTH	$66.00/MONTH
$66.00/MONTH	$66.00/MONTH	$66.00/MONTH
$66.00/MONTH	$66.00/MONTH	$66.00/MONTH
$2.57	$2.02	$1.68
$2.57	$2.02	$1.68
89.00/MONTH	89.00/MONTH	89.00/MONTH
89.00/MONTH	89.00/MONTH	89.00/MONTH
92.00/MONTH	92.00/MONTH	92.00/MONTH
$3.21	$2.51	$2.10
150.00/MONTH	150.00/MONTH	150.00/MONTH
150.00/MONTH	150.00/MONTH	150.00/MONTH
150.00/MONTH	150.00/MONTH	150.00/MONTH
$4.28	$3.35	$2.80
$24.73	$23.94	$23.48
$24.73	$23.94	$23.48
$24.73	$23.94	$23.48
$15.01	$11.75	$9.82
$17.57	$13.76	$11.49
$25.31	$19.82	$16.56
$45.15	$40.31	$37.44
$59.30	$50.57	$45.38
$55.68	$43.60	$36.42
$93.54	$84.36	$78.93
$93.54	$84.36	$78.93
$93.54	$84.36	$78.93
$93.54	$84.36	$78.93
$214.92	$169.68	$142.81
$226.23	$181.48	$154.90
$230.46	$181.47	$152.36
$230.46	$181.47	$152.36
$252.40	$199.67	$168.34
$289.01	$229.43	$194.04
$319.09	$252.99	$213.72
$362.25	$289.54	$246.34
12390.00/MONTH	12390.00/MONTH	12390.00/MONTH
$468.91	$379.28	$326.05
$468.91	$379.28	$326.05
$653.45	$555.69	$497.70

Exhibit C

Pitney Bowes Core Price

State Term Contract 44102100-17-1; MAIL PR

Category Number	Letters Per Minute (LPM)	Specifications of Mailing Machine (All must include meter)	Model #
1	15-20	Capacity between 15 and 20 LPM with minimum of 5 lb scale	SENDPRO MAILSTATION SENDPRO C LITE
2	21-50	Capacity between 21 and 65 LPM , minimum of 5 lb scale	SENDPRO C425 - SENDPRO BUNDLE
3	51-100	Capacity between 51 and 100 LPM with sealer, differential weighing and minimum of 5 lb scale	SENDPRO C AUTO 95
4	100-179	Capacity between 100 and 179 LPM with sealer, differential weighing and minimum of 5 lb scale	SENDPRO MAILCENTER 1000
5	Up to 179	Capacity up to 179 LPM with dynamic scale, sealer, differential weighing and minimum of 5 lb scale	SENDPRO MAILCENTER 2000 SENDPRO MAILCENTER 2000 BUNDLE
5	Over 180	Capacity over 180 LPM with dynamic scale, sealer, differential weighing and minimum of 10 lb scale	SENDPRO MAILCENTER 3000

Sheet

OCESSING EQUIPMENT

Machine Make and Model (include item numbers of all components including meter)	INITIAL Monthly Lea 36 months
SENDPRO MAILSTATION 5LB SCALE WITH USPS ONLINE SHIPPING/MAILING 1 USER (HZ00, PTKN, PTJN)	$ 29.97
SENDPRO C200 MAILING SYSTEM (C200), CSERIES METER EQUIPMENT (ME1A), 5LB INTEGRATED WEIGHING (ZHWL) , METER FOR C200 (7H00-ML)	$ 65.49
SENDPROC425 MAILING SYSTEM (C425), 5LB INTEGRATED WEIGHING (ZHWL), METER FOR C200 (7H00-ML) CSERIES METER EQUIPMENT (ME1A)	$ 75.11
SENDPRO C AUTO (C5CC), 5LB INTEGRATED WEIGHING (ZHWL), CSERIES METER EQUIPMENT (ME1A), METER FOR C SERIES (7H00-MM)	$ 178.96
SENDPRO MAILCENTER 1000 MAILING SYSTEM (HVBA), MAILCENTER METER EQUIPMENT (ME1C), 5LB WEIGHING FEATURE (1FWV), BASIC COST ACCOUNTING (CAABL), METER FOR SENDPRO MAILCENTER 1000 (7W00)	$ 385.14
SENDPRO MAILCENTER 2000 (HVBB), SENDPRO MAILCENTER METER (7W00), MAILCENTER METER EQUIPMENT (ME1C), 5LB WEIGHING FEATURE (1FWV), BASIC COST ACCOUNTING (CAABL)	$ 430.17
SENDPRO MAILCENTER 2000 (HVBB), SENDPRO MAILCENTER METER (7W00), MAILCENTER METER EQUIPMENT (ME1C), 5LB WEIGHING FEATURE (1FWV), BASIC COST ACCOUNTING (CAABL), 160/95 LPM SPEED (APSL), POWER STACKER (HVPS)	$ 689.46
SENDPRO MAILCENTER 3000 (HVBD), MAILCENTER METER EQUIPMENT (ME1D), SENDPRO MAILCENTER METER (7W00), 220 LPM SPEED (APSH), 5LB WEIGHING FEATURE (1FWV), BASIC COST ACCOUNTING (CAABL)	$ 790.15

L TERM & RENEWAL TERM ase Price (including maintenance)		RENEWAL TER Monthly Lease Price (includin	
48 months	**60 months**	**36 months**	**48 monthls**
$ 25.27	$ 22.47	$ 29.97	$ 25.27
$ 55.61	$ 49.75	$ 62.11	$ 53.54
$ 63.14	$ 56.04	$ 75.11	$ 63.14
$ 154.45	$ 139.89	$ 178.96	$ 154.45
$ 333.47	$ 302.80	$ 385.14	$ 333.47
$ 376.70	$ 344.98	$ 430.17	$ 376.70
$ 585.55	$ 523.86	$ 689.46	$ 585.55
$ 688.19	$ 627.70	$ 790.15	$ 688.19

M g maintenance)
60 months
$ 22.47
$ 48.46
$ 56.04
$ 139.89
$ 302.80
$ 344.98
$ 523.86
$ 627.70

Customer Name

CITY OF COCOA FINANCE DEPT

Sold To Information

0011433724
65 STONE ST
COCOA FL US 32922-7982

Ship To Information

0011433724
65 STONE ST
COCOA FL US 32922-7982

Bill To Information

0016133244
65 STONE ST
COCOA FL US 32922-7982

Install At Information

0011433724
65 STONE ST
COCOA FL US 32922-7982

Information

LEASE TYPE	PROGRAM	CP DISCOUNT %	DOC ID
FMV	STATE CONTRACT	0	US356009.1

Competitive Invoice Required ☐ 3rd Party Buyout ☐ Water/Deficiency ☐ White Glove ☒

PO Required ☐ Dollar Buyout ☐ Multi - Location ☐

Contract Term 60 **Contract Freq** QUARTERLY **Free Months**

Opportunity 0061E00001EB24DQAT

Prorate ☒

Free SLA Months	12
Free SMA Months	12

PURCHASE ORDER

PO NUMBER	
PO EXPIRY	

ORDER COMMENTS

Information

QUOTE ID	Y103181658
SALES OFFICE	2100
SALES TYPE	Lease
REFERENCE CONTRACT ID	0040849911
TIN NUMBER	596000292
CUSTOMER GROUP ID	Local Government / Municipal
CREDIT STATUS	Credit Request Required
CURRENCY	USD

QUOTE EXPIRATION DATE	2024-05-16
SALES GROUP	InsideSalesGroup
REQUESTED DELIVERY	
SALES ORG	1000
CUSTOMER GROUP ID1	044
QUOTE STATUS	Approved
CREDIT EXPIRY	2024-04-28
PRICELIST	Florida
Contract Commencement Date	2024-06-30

ITEMS

Line	Qty	Material	Usage	Offer Line	Description	GSA	List Price	Adjustment	Net Price	Adjustment%	SLA List Price	SLA Adjustment	SLA Net Price	SMA/SSUB List Price	SMA/SSUB Adjustment	SMA/SSUB Net Price	Action	Ship-To BPN	Sales Deals	OLFM Ref Id	Pricelist	Level	Install BPN	Customer Material #	Serial #
1	1	DM475	LEASE	1	DM475		0.00	0.00	0.00	0.00							Return/Trade-up	0011433724		3831921			0011433724		000000000000078583
2	1	SVXA	LEASE	1	DM475 Digital Mailing System	N	0.00	0.00	0.00	0.00							Return/Trade-up	0011433724			FL		0011433724		
3	1	F9DD	LEASE	1	USPS Special Services Welcome Kit	Y	0.00	0.00	0.00	0.00							Return/Trade-up	0011433724			FL		0011433724		
4	1	F9DA	LEASE	1	USPS Special Services Training	N	0.00	0.00	0.00	0.00							Return/Trade-up	0011433724			FL		0011433724		
5	1	SBDS	LEASE	1	Barcode Scanner	Y	0.00	0.00	0.00	0.00							Return/Trade-up	0011433724			FL		0011433724		
6	1	ERB3	RENT	1	eReturn Receipt Subscription - DM300/400	Y	0.00	0.00	0.00	0.00							Return/Trade-up	0011433724			FL		0011433724		000000000000009886
7	1	ERR3	RENT	1	eReturn Receipt	Y	0.00	0.00	0.00	0.00							Return/Trade-up	0011433724			FL		0011433724		000000000000071549
8	1	1FER	LEASE	1	eRR Rates	N	0.00	0.00	0.00	0.00							Return/Trade-up	0011433724			FL		0011433724		000000000000075886
9	1	G9SS	RENT	1	USPS Tracking Services Activation	Y	0.00	0.00	0.00	0.00							Return/Trade-up	0011433724			FL		0011433724		
10	1	1FS2	LEASE	1	USPS Special Services Software	Y	0.00	0.00	0.00	0.00							Return/Trade-up	0011433724			FL		0011433724		000000000000237602
11	1	ME1B	LEASE	1	Meter Equipment - DM400	Y	0.00	0.00	0.00	0.00							Return/Trade-up	0011433724			FL		0011433724		

Line	Qty	Material	Usage	Offer Line	Description	GSA	List Price	Adjustment	Net Price	Adjustment%	SLA List Price	SLA Adjustment	SLA Net Price	SMA/SSUB List Price	SMA/SSUB Adjustment	SMA/SSUB Net Price	Action	Ship-To BPN	Sales Deals	OLFM Ref Id	Pricelist	Level	Install BPN	Customer Material #	Serial #
12	1	1GW9	LEASE	1	10lb Integrated Weighing Feature	Y	0.00	0.00	0.00	0.00							Return/Trade-up	0011433724			FL		0011433724		000000000000328526
13	1	6C00	LEASE	1	DM475C Printer/Base	N	0.00	0.00	0.00	0.00							Return/Trade-up	0011433724			FL		0011433724		0930050
14	1	G900	RENT	1	Meter for DM300/DM400/475 Series	Y	0.00	0.00	0.00	0.00							Return/Trade-up	0011433724			FL		0011433724		0930050
15	1	STDSLA	Service	1	Standard SLA-Equipment Service Agreement	N				0.00	0.00	0.00	0.00				Return/Trade-up	0011433724			XJ		0011433724		000000000000078583
16	1	SJ40	RENT	1	SoftGuard for DM400	N	0.00	0.00	0.00	0.00							Return/Trade-up	0011433724			FL		0011433724		000000000001221352
17	1	MP4D	LEASE	1	10lb/5kg Scale for DM475 (U.S.)	N	0.00	0.00	0.00	0.00							Return/Trade-up	0011433724			FL		0011433724		5016622
18	1	1FAE	LEASE	1	Basic Accounting -50 Accounts	Y	0.00	0.00	0.00	0.00							Return/Trade-up	0011433724			FL		0011433724		000000000001108324
19	1	SENDPROMAILCENTER	LEASE	20	MailCenter	N	0.0	0.00	0.00	0.00							New	0011433724			FL	1	0011433724		
20	1	HVBB	LEASE	20	MailCenter 2000	Y	7041.4	-0.33	7041.07	0.00	642.00	-0.00	642.00				New	0011433724			FL	1.1	0011433724		
21	1	HV1P	LEASE	20	MailCenter Printer	N	0.0	0.00	0.00	0.00	498.00	-0.00	498.00				New	0011433724			FL	1.39	0011433724		
22	1	7W00	RENT	20	MailCenter Meter	Y	58.0	-15.00	43.00	0.00							New	0011433724	PPTIERST		FL	1.39	0011433724		
23	1	ME1C	LEASE	20	Meter Equipment - Low	Y	683.92	0.00	683.92	0.00							New	0011433724			FL	1.11	0011433724		
24	1	APSD	LEASE	20	145/70 LPM Speed	Y	0.0	0.00	0.00	0.00							New	0011433724			FL	1.3	0011433724		
25	1	MW92705	LEASE	20	MailCenter 15in Display	N	0.0	0.00	0.00	0.00							New	0011433724			FL	1.4	0011433724		
26	1	MW90007	LEASE	20	Drop Stacker	Y	0.0	0.00	0.00	0.00							New	0011433724			FL	1.5	0011433724		
27	1	1FWW	LEASE	20	10lb Interfaced Weighing Feature	Y	1849.0	-0.51	1848.49	0.00							New	0011433724			FL	1.9	0011433724		
28	1	HV96000	LEASE	20	MailCenter Weighing Platform	N	0.0	0.00	0.00	0.00							New	0011433724			FL	1.8	0011433724		
29	1	HV97500	LEASE	20	Wireless Client Kit	Y	113.82	0.00	113.82	0.00							New	0011433724			FL	1.32	0011433724		
30	1	F9PG	LEASE	20	PowerGuard Service Package	N	253.7	-0.05	253.65	0.00							New	0011433724			FL	1.1	0011433724		
31	1	CAABL	RENT	20	Basic Cost Acctg for SP MailCenter	N	15.0	0.00	15.00	0.00							New	0011433724			FL	1.24	0011433724		
32	1	APAXL	LEASE	20	Cost Acctg Accounts Level (100)	N	0.0	0.00	0.00	0.00							New	0011433724			FL	1.21	0011433724		
33	1	APKG	LEASE	20	SendPro 360 Shipping Feature	N	0.0	0.00	0.00	0.00							New	0011433724			FL	1.9	0011433724		
34	1	M9SS	RENT	20	USPS Tracking Services	Y	17.0	0.00	17.00	0.00							New	0011433724			FL	1.44	0011433724		
35	1	1FS1	LEASE	20	USPS Special Services Software	N	0.0	0.00	0.00	0.00							New	0011433724			FL	1.43	0011433724		
36	1	ERR1	RENT	20	E-Return Receipt Feature	Y	0.0	0.00	0.00	0.00							New	0011433724			FL	1.43	0011433724		
37	1	ERB1	RENT	20	eReturn Receipt Subscription - HV	Y	25.0	0.00	25.00	0.00							New	0011433724			FL	1.43	0011433724		
38	1	F9DD	LEASE	20	USPS Special Services Welcome Kit	Y	0.0	0.00	0.00	0.00							New	0011433724			FL	1.43	0011433724		
39	1	SBDS	LEASE	20	Barcode Scanner	Y	559.45	-0.11	559.34	0.00	204.00	-0.00	204.00				New	0011433724			FL	1.45	0011433724		
40	1	SJM2	RENT	20	SoftGuard - 2000	N	0.0	0.00	0.00	0.00							New	0011433724			FL	1.40	0011433724		
41	1	STDSLA	Service	20	Standard SLA-Equipment Service Agreement	N				0.00	1344.0	0.00	1344.00				New	0011433724			XJ	1.2000	0011433724		

LOCATION SUMMARY

Location	Equipment	Adjustment	TradeIn	Net	Tax	S&H	Doc Fee	SubTotal	Settlement	TradeUp	Loyalty Value	CLBO	LRF	Lease
0011433724	10501.29	1.00	-0.00	10500.29	0.00	0.00	0.00	10500.29	0.00	1.00	0.00	10501.29	0.0208	218.43
All	**10501.29**	**1.00**	**0.00**	**10500.29**	**0.00**	**0.00**	**0.00**	**10500.29**	**0.00**	**1.00**	**0.00**	**10501.29**	**0.0208**	**218.43**

MONTHLY PAYMENT STREAM

# of Pmt	Location	Item Description	Lease	Meter Services	SLA	SMA/ Softguard/SSUB	Subscription	Valuemax	Total
60	0011433724	MailCenter	218.43	43.00	99.89	0.00	57.00	0.00	418.32
	Subtotal		**218.43**	**43.00**	**99.89**	**0.00**	**57.00**	**0.00**	**418.32**
	TOTAL		**218.43**	**43.00**	**99.89**	**0.00**	**57.00**	**0.00**	**418.32**

QUARTERLY PAYMENT STREAM

# of Pmt	Location	Item Description	Lease	Meter Services	SLA	SMA/ Softguard/SSUB	Subscription	Valuemax	Total
20	0011433724	MailCenter	655.29	129.00	299.67	0.00	171.00	0.00	1254.96
	Subtotal		**655.29**	**129.00**	**299.67**	**0.00**	**171.00**	**0.00**	**1254.96**
	TOTAL		**655.29**	**129.00**	**299.67**	**0.00**	**171.00**	**0.00**	**1254.96**

CONTACT INFORMATION

Type	BPN	Name	Phone	E-Mail	Bank Compliance
Sold To	0011433724	Accounts Payable	3214338644	accountspayable@cocoafl.org	Y
Bill To	0016133244	Accounts Payable	3214338644	accountspayable@cocoafl.org	Y
Ship To	0011433724	Accounts Payable	3214338644	accountspayable@cocoafl.org	Y
Install At	0011433724	Accounts Payable	3214338644	accountspayable@cocoafl.org	Y

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/03/2024

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

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

PRODUCER	CONTACT NAME: WTW Certificate Center	
Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@wtwco.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	ACE American Insurance Company	22667
INSURER B :	Commerce & Industry Insurance Company	19410
INSURER C :	Indemnity Insurance Company of North Ameri	43575
INSURER D :	ACE Fire Underwriters Insurance Company	20702
INSURER E :		
INSURER F :		

INSURED
Pitney Bowes Inc.
3001 Summer Street
Stamford, CT 06926

COVERAGES **CERTIFICATE NUMBER:** W33499798 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		HDO G72964366	07/01/2023	07/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			ISA H25579835	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			032676463	07/01/2023	07/01/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLR C70319536	07/01/2023	07/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Workers Compensation and Employers' Liability Per Statute			WLR C70319573	07/01/2023	07/01/2024	E.L. Each Accident E.L. Disease - EA Emp E.L. Disease-Pol LMT	$2,000,000 $2,000,000 $2,000,000

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

This Voids and Replaces Previously Issued Certificate Dated 05/02/2024 WITH ID: W33496555.

ACCOUNT 0011433724
SEE ATTACHED

CERTIFICATE HOLDER

CITY OF COCOA
65 STONE ST
COCOA, FL 32922-7982

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Patricia A Forry

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Northeast, Inc.		Pitney Bowes Inc. 3001 Summer Street Stamford, CT 06926
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The City of Cocoa is included as an Additional Insured as respects to General Liability where required by written contract.

INSURER AFFORDING COVERAGE: ACE Fire Underwriters Insurance Company NAIC#: 20702
POLICY NUMBER: SCF C70319615 EFF DATE: 07/01/2023 EXP DATE: 07/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and	E.L. Each Accident	$2,000,000
Employers' Liability	E.L. Disease - EA Emp	$2,000,000
Per Statute	E.L. Disease-Pol LMT	$2,000,000

INSURER AFFORDING COVERAGE: Indemnity Insurance Company of North America NAIC#: 43575
POLICY NUMBER: SCF C70305343 EFF DATE: 07/01/2023 EXP DATE: 07/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and	E.L. Each Accident	$2,000,000
Employers' Liability	E.L. Disease - EA Emp	$2,000,000
Per Statute	E.L. Disease-Pol LMT	$2,000,000

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SR ID: 25821803 BATCH: 3446783 CERT: W33499798

Legislation Details (With Text)

File #:	24-244	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	4/24/2024			**In control:**	City Council
On agenda:	5/14/2024			**Final action:**	
Title:	Approve the Statewide mutual aid/auto aide agreement between the City of Cocoa and the State of Florida regarding statewide mutual aide. Request council to grant the City Manager authorization to approve annual renewals and or modifications as necessary. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SMAA 2023_Final 3-2024_Muni.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 24, 2024
Agenda Date: May 14, 2024
Prepared By: Jonathan Lamm, Fire Chief
Through: Stockton Whitten, City Manager
Requested Action:
Approve the Statewide mutual aid/auto aide agreement between the City of Cocoa and the State of Florida regarding statewide mutual aide. Request council to grant the City Manager authorization to approve annual renewals and or modifications as necessary.

BACKGROUND:

The Statewide mutual aid agreement is made and entered into by and between the City of Cocoa and the State of Florida and replaces the old Statewide mutual aid agreement between the two parties. The State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and the statutes also authorizes the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State.

STRATEGIC PLAN CONNECTION:

Public Safety- Reducing and eliminating the City's exposure to hazard impacts through effective planning, targeted funding, and hazard mitigation helps to reduce the loss of life, human suffering,

and property damage.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve the Statewide mutual aid/auto aide agreement between the City of Cocoa and the State of Florida regarding statewide mutual aide. Request council to grant the City Manager authorization to approve annual renewals and or modifications as necessary.

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.

C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.

D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.

F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").

B. The "Division" is the Florida Division of Emergency Management.

C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.

D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.

E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.

F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.

G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes.*

H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.

I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.

K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.

L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.

M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.

N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.

O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.

P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the

Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site[1].

A. A description of the Mission to be performed by the Assisting Party;

B. A description of the resources and capabilities needed to complete the Mission successfully;

C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;

D. A description of the health, safety, and working conditions expected for deploying personnel;

E. Lodging and meal availability;

F. Any logistical requirements;

G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;

H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site.

[1] FDEM approved documents such as activity logs and mutual aid forms can be found at: https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D

A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;

E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and

F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.

B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the Division approved documents SharePoint site as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;

B. Copy of a current and valid Internal Revenue Service W-9 Form;

C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;

D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);

E. Official payroll and travel reimbursement records for all claimed personnel expenses;

F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;

G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;

H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance

I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);

J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;

K. Justification for equipment repair expenses; and

L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.

B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .

C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.

E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,

regardless of whether such costs are billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.

F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required FDEM forms for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

By: _____

Title: _____

CITY OF Cocoa
STATE OF FLORIDA

By: Michael C Blake

Title: Mayor

Date: 05-14-2024

Approved as to Form:

By: _____

City Attorney

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on_____.

BY: _____

TITLE: _____

DATE: _____

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT
Encompassed Entities

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management ("the Division") which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

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Legislation Details (With Text)

File #:	24-260	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Agenda Ready	
File created:	5/8/2024		**In control:**	City Council	
On agenda:	5/14/2024		**Final action:**		
Title:	Approval to enter into a multi-year agreement to establish Mutual Aid services that will assist in furnishing fire protection and rescue services for life and property. This Agreement will allow each party to render aid to the other in the case of fire, medical, technical rescue, hazardous materials (Hazmat), natural disaster, or other emergencies. The Agreement allows both parties access to fire rescue services beyond their existing capabilities. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	KCA-4770 Rev. Basic MAA Between KSC and City of Cocoa.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 8, 2024
Agenda Date: May 14, 2024
Prepared By: Dara Hennessey, Assistant Fire Chief
Through: Jonathan Lamm, Fire Chief
Requested Action:
Approval to enter into a multi-year agreement to establish Mutual Aid services that will assist in furnishing fire protection and rescue services for life and property. This Agreement will allow each party to render aid to the other in the case of fire, medical, technical rescue, hazardous materials (Hazmat), natural disaster, or other emergencies. The Agreement allows both parties access to fire rescue services beyond their existing capabilities.

BACKGROUND:

This agreement between National Aeronautics and Space Administration John F. Kennedy Space Center and the City of Cocoa will allow for the reciprocal mutual sharing of fire department resources in the event resources are needed and requested which will further allow each party to render aid to one other in times of necessity for the protection of lives and property with the jurisdictional boundaries of each entity for a period of five (5) years.

STRATEGIC PLAN CONNECTION:

Public Safety- Reducing and eliminating the City's exposure to hazard impacts through effective planning, targeted funding, and hazard mitigation helps to reduce the loss of life, human suffering,

and property damage.

BUDGETARY IMPACT:

Budgeted N/A
There is no fiscal impact or cost to enter into the agreement.

PREVIOUS ACTION:

Enter text here

RECOMMENDED MOTION:

Approval to enter into a multi-year agreement to establish Mutual Aid services that will assist in furnishing fire protection and rescue services for life and property. This Agreement will allow each party to render aid to the other in the case of fire, medical, technical rescue, hazardous materials (Hazmat), natural disaster, or other emergencies. The Agreement allows both parties access to fire rescue services beyond their existing capabilities.

NONREIMBURSABLE MUTUAL AID AGREEMENT BETWEEN THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION JOHN F. KENNEDY SPACE CENTER AND CITY OF COCOA, FLORIDA FOR FIRE AND RESCUE SERVICES

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with federal law (42 U.S.C. § 1856a), this Agreement is entered into by the National Aeronautics and Space Administration John F. Kennedy Space Center, located at Kennedy Space Center, FL 32899 (hereinafter referred to as "NASA" or "NASA KSC") and City of Cocoa, Florida located at 65 Stone Street, Cocoa, FL 32922 (hereinafter referred to as "Partner"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

The purpose of this Agreement is to establish a Mutual Aid Agreement that will assist in furnishing fire protection and rescue services for life and property. This Agreement allows each Party to render aid to the other in the case of fire, medical, technical rescue, hazardous materials (Hazmat), natural disaster, or other emergencies. The Agreement allows both Parties access to fire rescue services beyond their existing capabilities.

ARTICLE 3. RESPONSIBILITIES

NASA KSC and the Partner will use reasonable efforts to:

A. Perform the following tasks and other such tasks that may be required to meet the purpose of this Agreement. The Parties understand, however, the decision whether to provide mutual aid in a particular instance and the degree to which this aid is provided are completely at the discretion of each Party.

1. Provide firefighting vehicles and trained firefighting crews for structural, vehicle, or wild-land firefighting operations.

2. Provide emergency medical response vehicles and certified paramedics or emergency medical technician personnel to support the emergency medical services system.

3. Provide technical rescue to include confined space, high angle, and vehicular or machinery rescue operations.

4. Provide Hazmat response capability to control, contain, and/or confine Hazmat operations within the capabilities of the resources and level of training and personal protective equipment available.

DRAFT

B. Limit the geographical scope of this Agreement to areas that are customarily provided emergency response services by the Parties.

C. Establish guidelines for the shared use of common radio frequencies and channels among the participating parties to ensure efficient and coordinated communication during emergency situations, routine operations, and joint activities.

1. The participating parties that have entered into this interlocal agreement have agreed to collaborate on the use of common radio frequencies and channels.

2. The participating parties agree to utilize common radio frequencies and channels for communication, fostering interoperability and effective coordination between agencies.

3. The use of common radio frequencies and channels shall comply with all applicable laws, regulations, and licensing requirements governing the use of radio frequencies, including those set forth by the relevant regulatory authority, such as the Federal Communications Commission (FCC) and the National Telecommunications and Information Administration (NTIA).

4. The participating parties shall collectively determine and allocate specific radio frequencies and channels for common use, taking into account the operational needs and requirements of each participating party.

5. The participating parties acknowledge and agree that the use of common radio frequencies and channels shall be conducted in compliance with all applicable laws, regulations, and licensing requirements governing radio communications, ensuring that the allocated frequencies and channels are used responsibly and lawfully.

D. Honor requests for mutual aid assistance only if the request is made through an authorized Technical Points of Contact representative (listed in Article 18, Points of Contact) of the requesting Party to an authorized Technical Points of Contact representative of the responding Party (listed in Article 18, Points of Contact) that is providing personnel and equipment.

ARTICLE 4. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

ARTICLE 5. PRIORITY OF USE

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of NASA goods, services, facilities, or equipment. In the event that NASA's projected availability changes, Partner shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree

that NASA's use of the goods, services, facilities, or equipment shall have priority over the use planned in this Agreement. Should a conflict arise, NASA in its sole discretion shall determine whether to exercise that priority. Likewise, should a conflict arise as between two or more non-NASA Partners, NASA, in its sole discretion, shall determine the priority as between those Partners. This Agreement does not obligate NASA to seek alternative government property or services under the jurisdiction of NASA at other locations.

ARTICLE 6. NONEXCLUSIVITY

This Agreement is not exclusive; accordingly, NASA may enter into similar agreements for the same or similar purpose with other private or public entities.

ARTICLE 7. LIABILITY AND RISK OF LOSS

A. Each Party hereby waives any claim against the other Party or one or more of its Related Entities (defined below) for any injury to, or death of, the waiving Party or one or more of its Related Entities, or for damage to, or loss of, the waiving Party's property or the property of its Related Entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.

B. City further agrees to extend this waiver to its Related Entities by requiring them, by contract or otherwise, to waive all claims against NASA and its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement. For purposes of this Agreement, "Related Entities" shall mean contractors and subcontractors of a Party at any tier; grantees, investigators, customers, and users of a Party at any tier and their contractors or subcontractors at any tier; or employees of the Party or any of the foregoing.

C. Notwithstanding the other provisions of this Article, the waivers of liability set forth in this section shall not be applicable to:
i. Claims between a Party and its own Related Entity or between its own Related Entities;
ii. Claims made by a natural person, his/her estate, survivors, or anyone claiming by or through him/her (except when such person or entity is a Party to this Agreement or is otherwise bound by the terms of this waiver) for bodily injury to, or other impairment of health of, or death of, such person;
iii. Claims for damage caused by willful misconduct;
iv. Intellectual property claims;
v. Claims for damage resulting from a failure of a Party to extend the waiver of liability to its Related Entities, pursuant to paragraph B of this Article; or
vi. Claims by a Party arising out of or relating to another Party's failure to perform its obligations under this Agreement.

D. This cross-waiver extends to liability for environmental cleanup and remediation costs arising from, or related to, activities conducted under this Agreement, including the use of Aqueous

Film Forming Foam (AFFF). The Party receiving assistance is responsible for all liability, cleanup, and costs, and required remediation to applicable Federal or State standards.

E. The foregoing waivers do not waive any defense of sovereign immunity and shall not waive the damage limits set forth in Section 768.28, Florida Statutes, nor shall it be construed to constitute an agreement by any party to indemnify any other party for such other party's negligent, willful, or intentional acts or omissions.

ARTICLE 8. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

There are no data rights or patent and invention rights involved in this agreement.

ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

There are no data rights or patent and invention rights involved in this agreement.

ARTICLE 10. USE OF NASA NAME AND NASA EMBLEMS

A. NASA Name and Initials: Partner shall not use "National Aeronautics and Space Administration" or "NASA" in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Except for releases under the "Release of General Information to the Public and Media" Article, Partner must submit any proposed public use of the NASA name or initials (including press releases and all promotional and advertising use) to the NASA Associate Administrator for the Office of Communications or designee ("NASA Communications") for review and approval. Approval by NASA Office of Communications shall be based on applicable law and policy governing the use of the NASA name and initials.

B. NASA Emblems Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. Partner must submit any proposed use of the emblems to NASA Communications for review and approval.

ARTICLE 11. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or Partner may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired.

ARTICLE 12. DISCLAIMER OF WARRANTY

Goods, services, facilities, or equipment provided by NASA under this Agreement are provided "as is." NASA makes no express or implied warranty as to the condition of any such goods, services, facilities, or equipment, or as to the condition of any research or information generated

under this Agreement, or as to any products made or developed under or as a result of this Agreement including as a result of the use of information generated hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting product, or that the goods, services, facilities or equipment provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately-owned rights of others. Neither the government nor its contractors shall be liable for special, consequential, or incidental damages attributed to such equipment, facilities, technical information, or services provided under this Agreement or such research, information, or resulting products made or developed under or as a result of this Agreement.

ARTICLE 13. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or provision of goods, services, facilities, or equipment under this Agreement does not constitute endorsement by NASA. Partner agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Partner resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

ARTICLE 14. COMPLIANCE WITH LAWS AND REGULATIONS

A. The Parties shall comply with all applicable laws and regulations including, but not limited to, safety; security; export control; environmental; and suspension and debarment laws and regulations. Access by a Partner to NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access, including use of Interconnection Security Agreements (ISAs), when applicable.

B. With respect to any export control requirements:

1. The Parties will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 through 130, and the Export Administration Regulations (EAR), 15 C.F.R. Parts 730 through 799, in performing work under this Agreement or any Annex to this Agreement. In the absence of available license exemptions or exceptions, the Partner shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

2. The Partner shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work under this Agreement or any Annex under this Agreement, including instances where the work is to be performed on-site at NASA and where the foreign person will have access to export-controlled technical data or software.

3. The Partner will be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions or exceptions.

4. The Partner will be responsible for ensuring that the provisions of this Article apply to its Related Entities.

C. With respect to suspension and debarment requirements:

1. The Partner hereby certifies, to the best of its knowledge and belief, that it has complied, and shall comply, with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1880, Subpart C.

2. The Partner shall include language and requirements equivalent to those set forth in subparagraph C.1., above, in any lower-tier covered transaction entered into under this Agreement.

ARTICLE 15. TERM OF AGREEMENT

This Agreement becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or five years from the Effective Date, whichever comes first.

ARTICLE 16. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Agreement by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 17. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., "Liability and Risk of Loss" and "Intellectual Property Rights"-related clauses shall survive such expiration or termination of this Agreement.

ARTICLE 18. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement.

Management Points of Contact

NASA John F. Kennedy Space Center
David B. Patton
Acting Chief of Protective Services
Mail Stop: KSC:SIP
Kennedy Space Center, FL 32899

CITY OF COCOA
Jonathan Lamm
Fire Chief
65 Stone Street
Cocoa, FL 32922

Phone: 321-867-3426
david.b.patton@nasa.gov

Phone: 321-433-8800
jlamm@cocoafl.org

ARTICLE 19. DISPUTE RESOLUTION

Except as otherwise provided in the Article entitled "Priority of Use," the Article entitled "Intellectual Property Rights – Invention and Patent Rights" (for those activities governed by 37 C.F.R. Part 404), and those situations where a pre-existing statutory or regulatory system exists (e.g., under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the appropriate person identified in this Agreement as the "Points of Contact." The persons identified as the "Points of Contact" for NASA and the Partner will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person's designee, as applicable, will issue a written decision that will be the NASA KSC decision for the purpose of judicial review. Nothing in this Article limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the NASA KSC decision.

ARTICLE 20. INVESTIGATIONS OF MISHAPS AND CLOSE CALLS

In the case of a close call, mishap or mission failure, the Parties agree to provide assistance to each other in the conduct of any investigation. For all NASA mishaps or close calls, NASA will comply with NPR 8621.1, "NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping".

ARTICLE 21. MODIFICATIONS

Any modification to this Agreement shall be executed, in writing, and signed by an authorized representative of NASA and the Partner.

ARTICLE 22. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by the Partner or NASA without the express written consent of the officials executing, or successors, or higher- level officials possessing original or delegated authority to execute this Agreement.

ARTICLE 23. APPLICABLE LAW

U.S. Federal law governs this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations, and remedies of the Parties.

DRAFT

ARTICLE 24. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization, or NASA KSC of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

ARTICLE 25. SIGNATORY AUTHORITY

The signatories to this Agreement covenant and warrant that they have authority to execute this Agreement. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION JOHN F. KENNEDY SPACE CENTER	CITY OF COCOA
BY:_____	BY:_____
Janet E. Petro	TBD
Director	Title
DATE:_____	DATE:_____

DRAFT

Legislation Details (With Text)

File #:	24-277	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Agenda Ready
File created:	5/9/2024			**In control:**	City Council
On agenda:	5/14/2024			**Final action:**	
Title:	Consideration of Second and Final Reading Ordinance 05-2024 a Zoning Map Amendment for a +/- 13.34-acre parcel located at 1600 Flower Mound Lane from Brevard County RU-2-10 (Medium Density Multiple-Family Residential) to City of Cocoa RU-2-15 (Multiple Family Dwelling). (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 05-2024 _ Rezoning Flower Mound Ln. Property to RU-2-15 1600 Flower Mound Ln Location.pdf 1600 Flower Mound Ln FLU.pdf 1600 Flower Mound Ln Zoning.pdf 05-2024 Business Impact Estimate Cocoa.pdf Legal Ad.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 10, 2024
Agenda Date: May 14, 2024
Prepared By: Charlene Neuterman, Community Services Director

Through: Stockton Whitten - City Manager

Requested Action:
Consideration of Second and Final Reading Ordinance 05 -2024 a Zoning Map Amendment for a +/- 13.34-acre parcel located at 1600 Flower Mound Lane from Brevard County RU-2-10 (Medium Density Multiple-Family Residential) to City of Cocoa RU-2-15 (Multiple Family Dwelling).

BACKGROUND:

The applicant, Mr. Tyler Enright of Kimley-Horn and Associates Inc., on behalf of the property owner, Mr. Nick Andersen of Cocoa Leased Housing Associates II, LLLP, is requesting to amend the Zoning Map designation of the +/- 13.34-acre Subject Property located at 1600 Flower Mound Lane. The Parcel ID of the Subject Property is 24-36-30-00-10 and is known as the “Oak Meadows Apartments”. The Subject Property is located at the northwest intersection of Clearlake Rd., and Sunhome St. The request is to assign the RU-2-15, Multiple Family Dwelling zoning designation to the Subject Property as City of Cocoa zoning is currently unassigned.

Following the annexation from Brevard County into the City of Cocoa, the Subject Property was never assigned a zoning category. The purpose of this Zoning Map Amendment is to establish a zoning category for the Subject Property. As stated above, the Subject Property is currently being utilized as a residential apartment complex with approximately 120 units. The existing Future Land Use designation is Medium Density Residential, which allows a maximum density of 15 dwelling units per acre. There are no plans to redevelop the property as a result of this rezoning application, however the property owner plans to upgrade many areas of the site as part of a Minor Site Plan application. No additional dwelling units are proposed at this time.

Future Land Use Designation: Current: Medium Density Residential
Zoning District: Current: City Zoning Not Assigned - Brevard County RU-2-10

Proposed: City of Cocoa RU-2-15 (Multiple Family Residential)
Existing Land Use: Affordable Multi-Family
Council District: District 2 - Deputy Mayor Hearn
Legal Ad Date: March 19, 2024

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Brevard County (CC, NC, RES 15)	Brevard County (RU-1-9)	Cemetery
South	Medium Density Residential	RM-3 Planned Residential For Mobile Home Park	Mobile Homes
East	Institutional	Zoning Not Assigned	Cemetery
West	Brevard County (RES 15)	Brevard County (BU-1, RU-1-9)	Single Family Residential

I. Rezoning Analysis

The Planning & Zoning Division staff have reviewed the criteria contained in Appendix A of the City of Cocoa, Article XXI, Section 1(G) as follows:

a. *The proposed change is contrary to the established land use pattern.*

Staff Finding: The surrounding land areas consist of a mixture of residential, non-residential, and institutional uses. The residential uses consist of land zoned City of Cocoa RM-3, developed as mobile homes to the south, whereas the Brevard County RU1-9 designation is developed as single-family homes to the north and west. The proposed RU-2-15 zoning district provides a consistent transition between the two residential uses and is not contrary to the established land use pattern. The Subject Property is currently developed, and any future improvements proposed by the Applicant

or Property Owner will be required to comply with the development standards of the RU-2-15, Multiple-Family Dwelling District, of the City's Code of Ordinances. The apartment buildings onsite were constructed in 2009.

b. *The proposed change would create an isolated district unrelated to adjacent and nearby districts.*

Staff Finding: As noted in the table above, the surrounding zoning districts are a mixture of City of Cocoa RM-3, Brevard County RU-1-9, and other City and County non-residential districts. Further, the abutting property to the east does not have a zoning category assigned to it. There are also two parcels to the north on Dixon Rd. that are designated as RU-2-15. If the Subject Property is designated as RU-2-15, it will not be isolated or unrelated to the adjacent and nearby districts, specifically the abutting residential uses, in particular because the Future Land Use designation assigned to this property is Medium Density Residential. This is the most appropriate zoning district for the existing use of multi-family apartments, which were constructed in 2009.

c. *The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.*

Staff Finding: The proposed R-2-15 zoning district allows for a maximum of 15 dwelling units per acre for multi-storied structures, or 10 units per acre for single-story structures. Both densities are consistent with what is allowed by the current FLU of MDR (Medium Density Residential), which has a maximum of 15 units per acre.

Further, the Subject Property is already developed at a density of 8.9 dwelling units per acre *(120DUs / 13.3AC = 8.9du/ac)* which does not alter the existing density pattern or increase the load on public facilities.

d. *Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*

Staff Finding: The existing district boundaries are illogically drawn based on the conditions of the area. Assigning the Subject Property the RU-2-15 zoning designation will provide a consistent transition between the City of Cocoa's RM-3 Brevard County's RU-1-9 zoning categories and assign a zoning designation within the City of Cocoa to allow for renovations of the property to occur.

e. *The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.*

Staff Finding: The existing FLUM designation of the Subject Property is Medium Density Residential. The proposed rezoning is consistent with Future Land Use Element Policy 1.1.2.4. Further, Figure FLU-1, Standards for Future Land Use Categories, which shows that RU-2-15 is an applicable zoning district for the MDR FLU category.

f. *Changed or changing conditions make the passage of the proposed amendment necessary.*

Staff Finding: Following the annexation into the City of Cocoa the Property never received a zoning designation. This proposed change will establish a zoning category where the property is subject to specific regulations as noted in the City's Land Development Code. The proposed zoning will be

consistent with the surrounding zoning districts and mix of residential, commercial, and institutional uses.

g. *The proposed change will adversely influence living conditions in the neighborhood.*

Staff Finding: As an established residential use, the Subject Property's proposed RU-2-15 zoning district provides a consistent transition between the two adjacent residential uses and is not contrary to the established land use pattern. It is anticipated that establishing the Subject Property as RU-2-15 would not adversely influence living conditions in the neighborhood as the project has been constructed since 2009.

h. *The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*

Staff Finding: Due to the property being already established as an apartment complex, it is not anticipated that the proposed zoning would create or excessively increase traffic congestion or otherwise affect public safety. As noted above, the maximum density of 15 dwelling units per acre is less than what is allowed under the MDR Future Land Use designation.

i. *The proposed change will create a drainage problem.*

Staff Finding: The Subject Property is already developed and has undergone engineering review before the development of the apartment complex. It is not anticipated that the project will create a drainage problem as any potential issues.

j. *The proposed change will seriously reduce light and air to adjacent areas.*

Staff Finding: The Subject Property is already developed. The zoning of the Property will not further reduce light and air quality to adjacent areas.

k. *The proposed change will adversely affect property values in the adjacent areas.*

Staff Finding: It is not anticipated that property values would be affected by the proposed rezoning as it is consistent with the existing multi-family use on the property. The proposed RU-2-15 zoning district provides a complementary transition between mobile homes to the south and the single-family home to the north.

l. *The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.*

Staff Finding: The Subject Property is already established as an apartment complex. It is not anticipated that the proposed zoning would be a deterrent to the improvement or development of adjacent property.

m. *The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Staff Finding: The proposed change will not constitute a grant of special privilege to the property owner of the subject property as contrasted with the public welfare. The proposed zoning designation

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meets the requirements of the Comprehensive Plan and is consistent with the residential zoning districts in the surrounding area.

n. *There are substantial reasons why the property cannot be used in accord with existing zoning.*

Staff Finding: The Subject Property does not currently have an assigned zoning category. Further, the proposed zoning (RU-2-15) is consistent with the allowable uses under the "Medium Density Residential" Future Land Use per the City of Cocoa Comprehensive Plan.

o. *Whether the change suggested is out of scale with the needs of the neighborhood of the city.*

Staff Finding: The proposed zoning is not out of scale with the needs of the area and would complement the existing residential scale in the immediate area.

p. *It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Staff Finding: The Subject Property does not currently have an allocated category and assigning the property to RU-2-15 provides a complementary category to surrounding properties and is consistent with the City's Comprehensive plan designation.

Consistency with Comprehensive Plan Policies and Objectives

The proposed RU-2-15 zoning designation is consistent with the allowable uses under the "Medium Density Residential" Future Land Use per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities

Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City's adopted Comprehensive Plan.

The Subject Property is currently utilizing public facilities and no further impacts are anticipated.

The Planning & Zoning Board met on April 3, 2024 and made a recommendation to City Council to approve the project and requested that the applicant follows City of Cocoa Code of Ordinances, Appendix A, Zoning, Article XIII, Sec 22 Landscape requirements for future site improvements.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

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Planning & Zoning Board recommended approval - April 3, 2024.
City Council approved First Reading on April 9, 2024.

RECOMMENDED MOTION:
Adopt on **SECOND and FINAL READING** Ordinance 05-2024, a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of the subject parcel, totaling +/-13.34-acres, from Brevard County RU-2-10 (Medium-Density Multiple-Family Residential) to City of Cocoa RU-2-15 (Multiple Family Dwelling).

ORDINANCE NO. 05-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 13.34 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTHWEST CORNER OF CLEARLAKE ROAD AND SUNHOME STREET, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY RU-2-10 (MEDIUM DENSITY MULTIPLE FAMILY) TO CITY OF COCOA RU-2-15 (MULTIPLE FAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

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

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

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

Section 2. **Zoning Map Amendment.** That the Official Zoning Map of the City of Cocoa, as described in the City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Brevard County Medium Density Multiple Family (RU-2-10) to City of Cocoa Multiple Family Dwelling District (RU-2-15) for the real property identified by Tax Parcel ID Number 24-36-30-00-10 and further depicted and legally described on **Exhibit "A,"** attached hereto and incorporated herein by this reference. City Staff are hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent Ordinances and Resolutions adopted by the City Council, or parts of prior Ordinances and Resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

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

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2024.

_____
MICHAEL C. BLAKE, Mayor

ATTEST:

_____
MONICA ARSENAULT, CMC
City Clerk

Legal Ad Published: _____
First Reading: _____
Legal Ad Published: _____
Second Reading: _____

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION

Legal Description of Subject Property:

Exhibit "A"

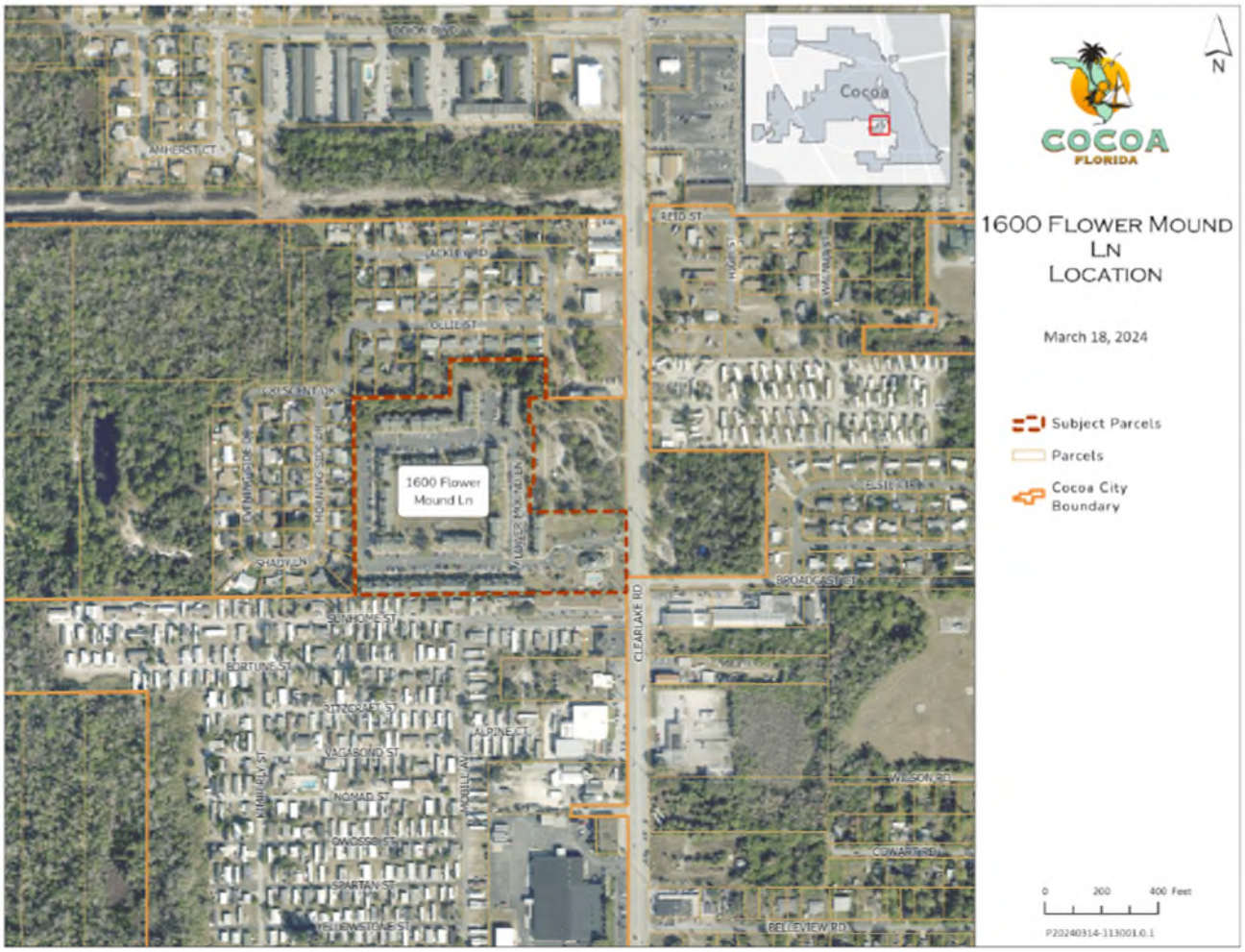
Legal Description of Property

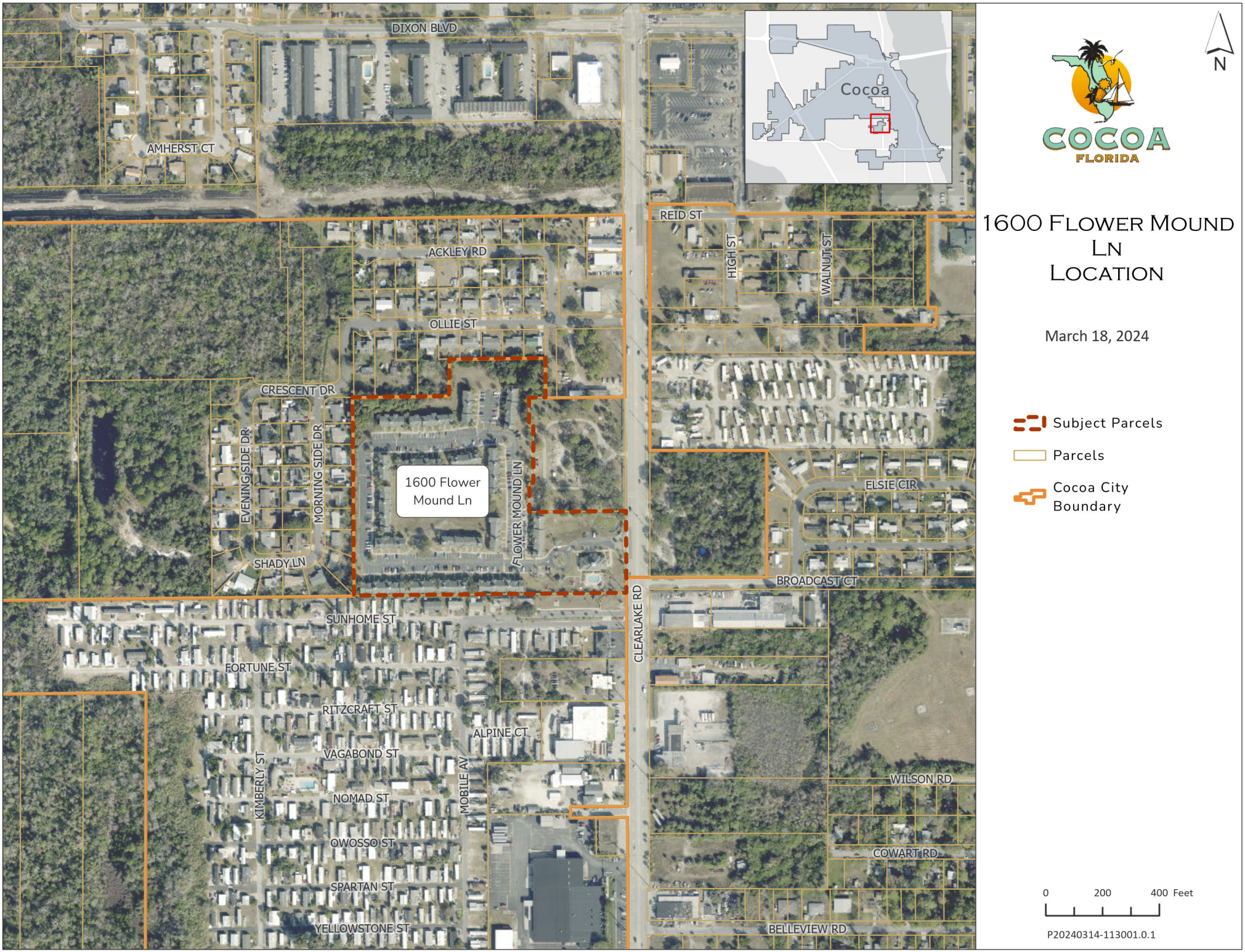
A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 36 EAST, AND CONTAINING THE PARCELS OF LAND DESCRIBED IN OFFICIAL RECORDS BOOKS 1234, PAGE 1044, 2008, PAGE 973 AND 2038, PAGE 543 ALL LYING IN AND BEING OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID PARCEL BEING DESCRIBED AS FOLLOWS:

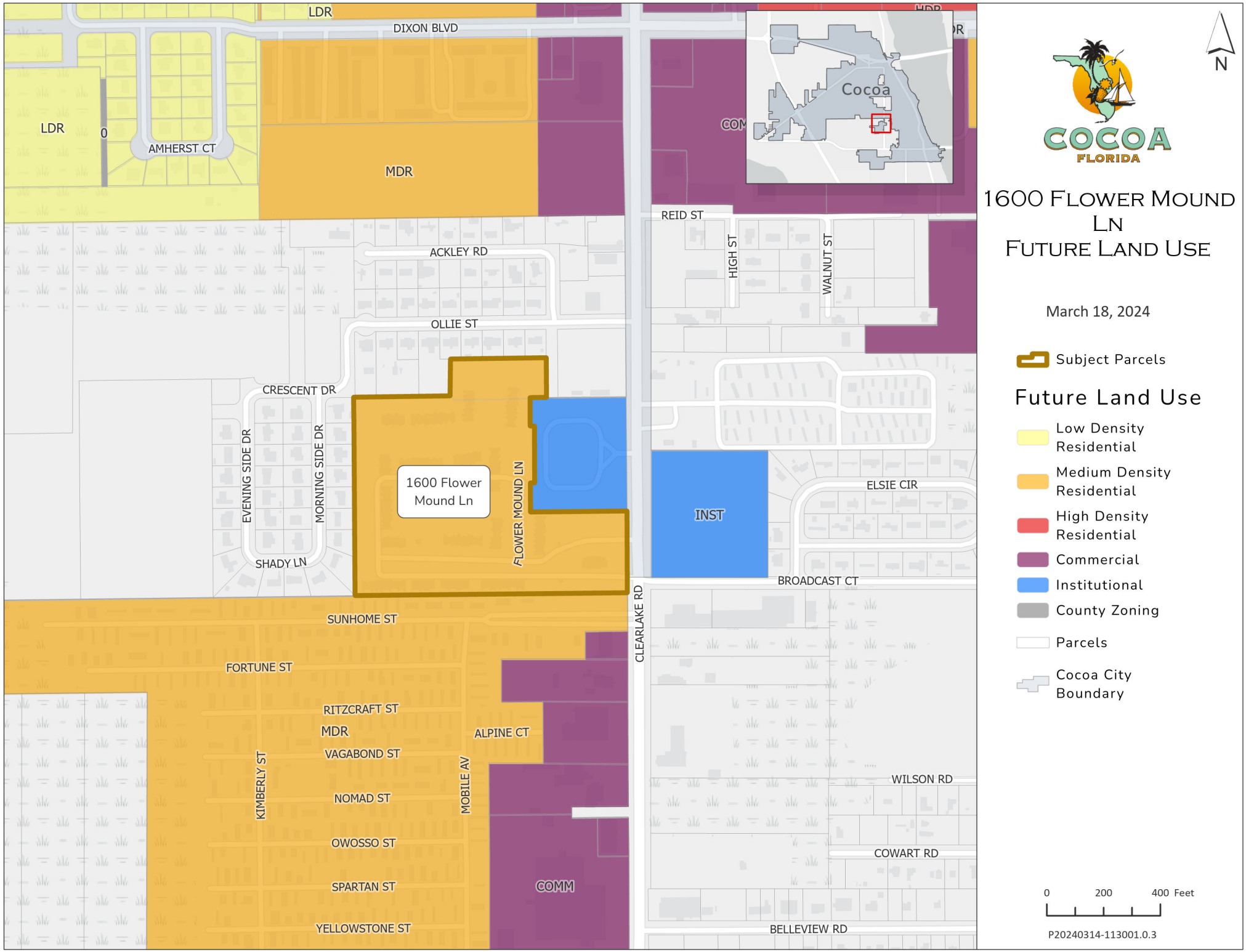
COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30, THENCE S.89°12'02"W., ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, A DISTANCE OF 40.00 FEET TO A POINT LYING ON THE WEST RIGHT OF WAY LINE OF CLEARLAKE ROAD (AN 80.00 FOOT WIDE RIGHT OF WAY) AND SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.89°12'02"W., ALONG SAID SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, A DISTANCE OF 959.35 FEET TO A POINT LYING ON THE SOUTHERLY PROLONGATION OF THE EAST LINE OF THE PLAT OF ACKLEY SUBDIVISION NO.3 AS RECORDED IN PLAT BOOK 18, PAGE 91 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N.00°27'00"W., ALONG SAID EAST LINE OF SAID PLAT OF ACKLEY SUBDIVISION NO.3, A DISTANCE OF 700.01 FEET TO A POINT LYING ON THE NORTH LINE THE SOUTH 700 FEET OF THE WEST 350 FEET OF THE EAST 1000 FEET OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30; THENCE N.89°12'02"E., ALONG SAID LINE, 339.87 FEET TO A POINT LYING ON THE SOUTHERLY PROLONGATION OF THE WEST LINE OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2008, PAGE 973 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG SAID PROLONGATION AND THE BOUNDARIES OF SAID PARCEL OF LAND, THE FOLLOWING FOUR COURSES AND DISTANCES: THENCE N.00°22'16"W., 132.27 FEET; THENCE N.89°17'44"E., 340.00 FEET; THENCE S.00°22'16"E., 139.67 FEET; THENCE S.89°34'04"W., 60.30 FEET TO THE NORTHEAST CORNER OF BLOCK 1 AS SHOWN ON THE PLAT OF PINECREST CEMETERY AS RECORDED IN PLAT BOOK 8, PAGE 23 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THE BOUNDARIES OF SAID BLOCK 1, THE FOLLOWING FIVE COURSES AND DISTANCES; THENCE S.00°25'56"E., 100.00 FEET; THENCE N.89°34'04"E., 15.00 FEET; THENCE S.00°25'56"E., 200.00 FEET; THENCE S.89°34'04"W., 15.00 FEET; THENCE S.00°25'56"E., 102.43 FEET TO A POINT LYING ON THE NORTH LINE OF THE SOUTH 290 FEET OF THE EAST 650.00 FEET OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30; THENCE N.89°12'02"E., ALONG SAID LINE, 340.01 FEET TO A POINT LYING ON THE AFORESAID WEST RIGHT OF WAY LINE OF CLEARLAKE ROAD; THENCE S.00°25'56"E., ALONG SAID RIGHT OF WAY LINE, 290.01 FEET TO THE POINT OF BEGINNING.

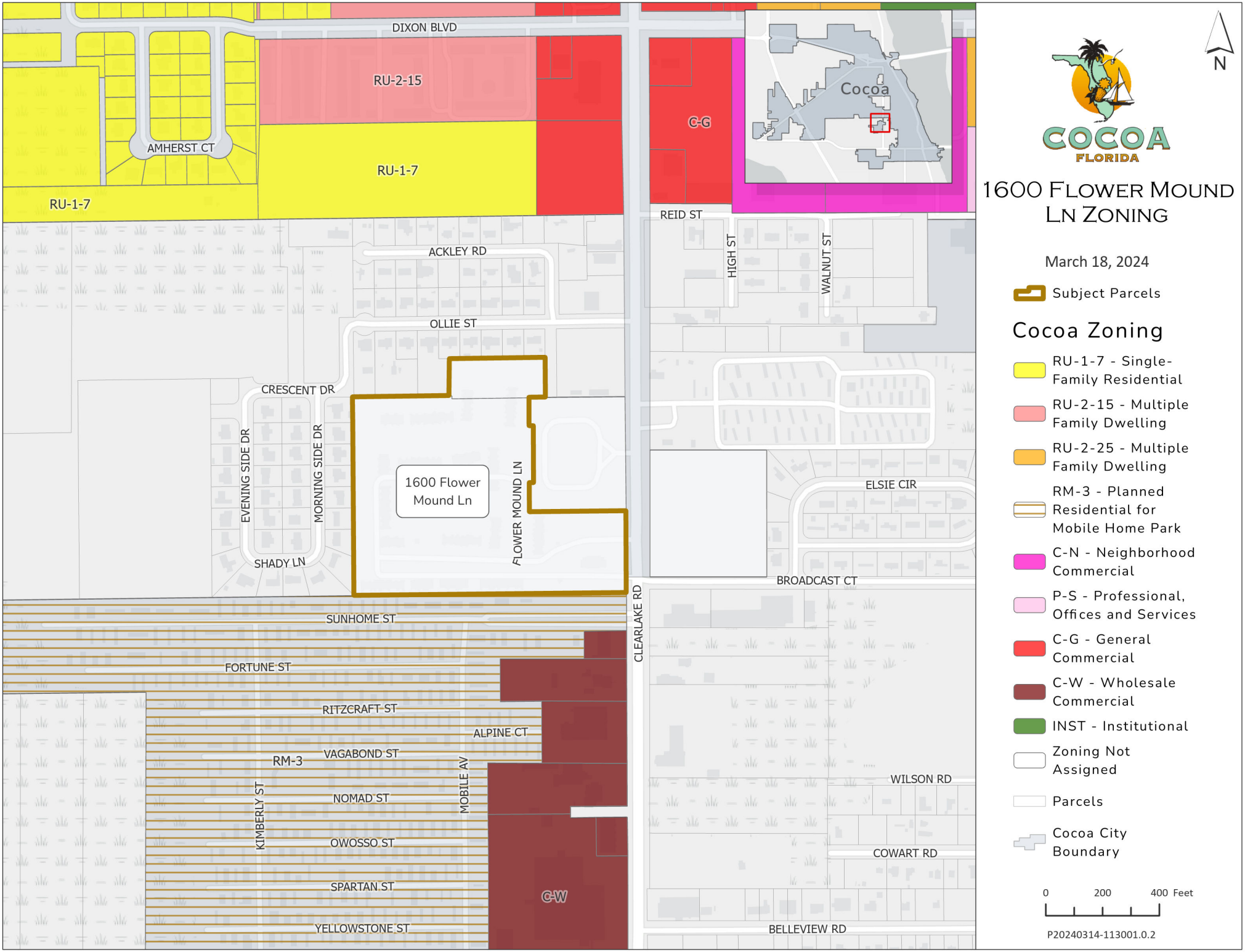
CONTAINING 13.33 ACRES MORE OR LESS.

Depiction of Subject Property:




DIXON BLVD
AMHERST CT
ACKLEY RD
OLLIE ST
CRESCENT DR
EVENING SIDE DR
MORNING SIDE DR
SHADY LN
1600 Flower Mound Ln
FLOWER MOUND LN
REID ST
HIGH ST
WALNUT ST
ELSIE CIR
BROADCAST CT
CLEARLAKE RD
SUNHOME ST
FORTUNE ST
RITZCRAFT ST
ALPINE CT
VAGABOND ST
KIMBERLY ST
MOBILE AV
NOMAD ST
OWOSSO ST
SPARTAN ST
YELLOWSTONE ST
WILSON RD
COWART RD
BELLEVIEW RD
Cocoa
N
COCOA
FLORIDA
1600 Flower Mound Ln Location
March 18, 2024
Subject Parcels
Parcels
Cocoa City Boundary
0
200
400 Feet
P20240314-113001.0.1


LDR
DIXON BLVD
LDR
AMHERST CT
MDR
ACKLEY RD
OLLIE ST
CRESCENT DR
EVENING SIDE DR
MORNING SIDE DR
SHADY LN
1600 Flower Mound Ln
FLOWER MOUND LN
SUNHOME ST
FORTUNE ST
RITZCRAFT ST
MDR
VAGABOND ST
KIMBERLY ST
NOMAD ST
MOBILE AV
ALPINE CT
OWOSSO ST
SPARTAN ST
COMM
YELLOWSTONE ST
REID ST
HIGH ST
WALNUT ST
INST
ELSIE CIR
BROADCAST CT
CLEARLAKE RD
WILSON RD
COWART RD
BELLEVIEW RD
Cocoa
N
COCOA
FLORIDA
1600 Flower Mound Ln
Future Land Use
March 18, 2024
Subject Parcels
Future Land Use
Low Density Residential
Medium Density Residential
High Density Residential
Commercial
Institutional
County Zoning
Parcels
Cocoa City Boundary
0
200
400 Feet
P20240314-113001.0.3


DIXON BLVD
RU-2-15
RU-1-7
AMHERST CT
RU-1-7
C-G
Cocoa
REID ST
HIGH ST
WALNUT ST
ACKLEY RD
OLLIE ST
CRESCENT DR
EVENING SIDE DR
MORNING SIDE DR
SHADY LN
1600 Flower Mound Ln
FLOWER MOUND LN
ELSIE CIR
BROADCAST CT
CLEARLAKE RD
SUNHOME ST
FORTUNE ST
RITZCRAFT ST
ALPINE CT
VAGABOND ST
RM-3
KIMBERLY ST
NOMAD ST
MOBILE AV
OWOSSO ST
SPARTAN ST
C-W
YELLOWSTONE ST
WILSON RD
COWART RD
BELLEVIEW RD
N
COCOA
FLORIDA
1600 Flower Mound Ln Zoning
March 18, 2024
Subject Parcels
Cocoa Zoning
RU-1-7 - Single-Family Residential
RU-2-15 - Multiple Family Dwelling
RU-2-25 - Multiple Family Dwelling
RM-3 - Planned Residential for Mobile Home Park
C-N - Neighborhood Commercial
P-S - Professional, Offices and Services
C-G - General Commercial
C-W - Wholesale Commercial
INST - Institutional
Zoning Not Assigned
Parcels
Cocoa City Boundary
0
200
400 Feet
P20240314-113001.0.2

THE CITY OF COCOA

BUSINESS IMPACT ESTIMATE
PURSUANT TO F.S. 166.041(4)

This form should be included in the agenda packet with the proposed ordinance to be considered. It must be posted on the City's website by the time notice of the proposed ordinance is published pursuant to Section 166.041(3)(a), Florida Statutes.

City Council Meeting Dates: ___May 14, 2024___
Ordinance Number: ____05-2024_____
Posted To Webpage: _____04/11/2024_____

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 13.34 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTHWEST CORNER OF CLEARLAKE ROAD AND SUNHOME STREET, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY RU-2-10 (MEDIUM DENSITY MULTIPLE FAMILY) TO CITY OF COCOA RU-2-15 (MULTIPLE FAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEALOF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Parts I-IV below are <u>not</u> required to be completed if the ordinance involves any one of the following types of exemptions. Please check if applicable:

__1. Ordinances required for compliance with federal or state law or regulation;

__2. Ordinances relating to the issuance or refinancing of debt;

__3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

__4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

__5. Emergency ordinances;

__6. Ordinances relating to procurement; or

_X_7. Ordinances enacted to implement the following:

_x_a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;

__b. Sections 190.005 and 190.046;

__c. Section 553.73, relating to the Florida Building Code; or

__d. Section 633.202, relating to the Florida Fire Prevention Code.

Part I.

Summary of the proposed ordinance and statement of public purpose:
(Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of Cocoa.)

[INSERT SUMMARY]

Part II.

Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Cocoa: (*fill out subsections a-c as applicable, if not applicable write "not applicable")*

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:

_____
_____

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

_____
_____

(c) An estimate of the City of Cocoa's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

_____
_____

Part III.

Good faith estimate of the number of businesses likely to be impacted by the ordinance:

_____
_____

Part IV. Additional Information the City Council may find useful (if any):

_____
_____
_____
_____

This Business Impact Estimate may be revised following its initial posting.

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PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

John Haight
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

05/03/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 05/03/2024

Legal Clerk

Notary, State of WI, County of Brown

2-14-28

My commission expires

Publication Cost:	$235.91	
Order No:	10084845	# of Copies:
Customer No:	1127247	1
PO #:	PZ-24-02100002	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KEEGAN MORAN
Notary Public
State of Wisconsin

CITY OF COCOA
NOTICE OF PUBLIC HEARING
THE COCOA CITY COUNCIL PROPOSES TO CONSIDER THE FOLLOWING:
PZ-24-02100002 - 1600 Flower Mound Lane, Cocoa Fl 32922
A Ordinance 05-2024, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; amending the Official Zoning Map designation of one 1 parcel of real property, totaling 13.34 acres, more or less, and generally located on the northwest corner of Clearlake Rd and Sunhome St, from Brevard County RU-2-10 (Medium Density Multiple Family) to City of Cocoa RU-2-15 (Multiple Family Dwelling District); providing for the repeal of prior inconsistent ordinances and resolutions, severability, and an effective date. Tax Parcel ID number: 24-36-30-00-10
CITY COUNCIL 2nd PUBLIC HEARING WILL BE HELD ON May 14th, 2024
ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL
General Notice Information:
This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8688 or via email at marsenault@cocoafl.org. Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the BOA, PAZ Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.
The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.
Public Participation Information:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8421.
Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.
Viewing in Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.
Pub: 5/3/23; #10084845

Legislation Details (With Text)

File #:	24-278	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	5/9/2024			**In control:**	City Council
On agenda:	5/14/2024			**Final action:**	
Title:	Request to postpone consideration for approval of a Final Subdivision Plat consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for the Lakes at Cocoa Grove to the May 28, 2024 City Council Meeting.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10085412.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 10, 2024
Agenda Date: May 14, 2024
Prepared By: Lucilene Ribeiro - Planner
Through: Stockton Whitten, City Manager
Requested Action:
Request to postpone consideration for approval of a Final Subdivision Plat consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for the Lakes at Cocoa Grove to the May 28, 2024 City Council Meeting.

BACKGROUND:

The proposed Lakes at Cocoa Grove project is located north of State Road 528 (Beachline) and east of Interstate 95. The Lakes at Cocoa Grove includes one parcel of land identified by the Brevard County Property Appraiser as parcel identification number 24-35-10-00-3. The proposed project will be accessed through two access points, one on the north side of the property through an extension of Bahia Street and one on the east side of the property through an extension of Osage Street/Angelica Street.

The proposed Lakes at Cocoa Grove subdivision contains 246.43 gross acres, of which 215.58 are proposed for development. The remaining 30.85 acres will be placed into a conservation easement as shown in the Preliminary Plat. This project is proposed to include 350 detached single-family dwelling units, which will be completed in four phases. The project is consistent with the prior agreements between the current and previous owners and the City.

On February 13, 2024, the City approved a Preliminary Subdivision and a Large Scale Site Plan consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for the Lakes at

Cocoa Grove

The final plat has been under review by the Planning & Zoning and City staff, the Assistant City Attorney, and Southern Surveying on behalf of the City for consistency with Chapter 18 Subdivisions of the City of Cocoa Code and with Appendix A Zoning of the City of Cocoa Code and will be finalized by the next May 28, 2024, City Council quorum.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

- **January 1, 2008:** Stipulated Settlement Agreement between Brevard County and the City of Cocoa recorded in Brevard County Records
- **October 16, 2019:** Settlement Implementation Agreement between City of Cocoa Virgin Trains USA Florida, LLC recorded in Brevard County Records
- **February 26, 2020:** Rezone the property to RU-1-7
- **May 23, 2023:** Brevard County Board of County Commissioners selected the Osage/Angelica access route to the project
- **December 19, 2023:** Amended and Restated Settlement Implementation Agreement between City of Cocoa and Mountain Cove Homes at Lakes at Cocoa Grove, LLC approved
- **February 13, 2024.** Planning and Zoning Board recommended approval to City Council

RECOMMENDED MOTION:

Request to postpone consideration for approval of a Final Subdivision Plat consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for the Lakes at Cocoa Grove to the May 28, 2024 City Council Meeting.

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Order Confirmation

Not an Invoice

Account Number:	1127247
Customer Name:	City Of Cocoa - Te
Customer Address:	City Of Cocoa - Te 65 Stone ST Accounting Division Cocoa FL 32922-7982
Contact Name:	Brian Dale
Contact Phone:	
Contact Email:	bdale@cocoafl.gov
PO Number:	

Date:	04/17/2024
Order Number:	10085412
Prepayment Amount:	$ 0.00

Column Count:	1.0000
Line Count:	107.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
BRE Brevard Florida Today	1	04/19/2024 - 04/19/2024	Public Notices
BRE floridatoday.com	1	04/19/2024 - 04/19/2024	Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	$223.49
Tax Amount	$0.00
Service Fee 3.99%	$8.92
Cash/Check/ACH Discount	-$8.92
Payment Amount by Cash/Check/ACH	$223.49
Payment Amount by Credit Card	$232.41

Order Confirmation Amount	**$223.49**

Ad Preview

Ad#10085412 4/19/2024

CITY OF COCOA
NOTICE OF PUBLIC HEARING
THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER THE
FOLLOWING:

PZ-21-00100002- Final Plat Approval (Lakes at Cocoa Groves)

A. Consideration of a Final Plat pursuant to Chapter 18 of the Cocoa City Code, of one (1) parcel of real property, totaling 246.43 acres, more or less, and generally located on the northeast corner of SR-528 and I-95, in Cocoa, Florida, for a residential subdivision of approximately 350 lots with private recreational common space and amenities. Tax Parcel ID number: 24-35-10-00-3.

CITY COUNCIL PUBLIC HEARING WILL BE HELD ON
April 23, 2024
ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:

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

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

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

Legislation Details (With Text)

File #:	24-279	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Agenda Ready
File created:	5/9/2024			**In control:**	City Council
On agenda:	5/14/2024			**Final action:**	
Title:	Consideration of a Land Development Code Amendment to Chapter 18, Subdivisions, to create a new Article VII, Lot Splits and Boundary Line Adjustments, and to make certain other amendments to Chapter 18 as necessary to effectuate the new Article VII; providing amendments to the City's subdivision application requirements and processing procedures for Preliminary and Final Plats; altering the requirements for posting security to ensure completion of public improvements prior to Final Plat Approval; amending processing procedures for site plans processed concurrently with plat applications; eliminating specific procedures related to flag lots; changing staff designations; and providing for the repeal of prior inconsistent ordinances and resolutions. (Planning Consultant)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 06-2024 - Establishing Lot Split Process and Amending Subdivision Procedures 10097598 .pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 10, 2024
Agenda Date: May 14, 2024
Prepared By: Stephen Noto - Planning Consultant
Through: Stockton Whitten - City Manager
Requested Action:
Consideration of a Land Development Code Amendment to Chapter 18, Subdivisions, to create a new Article VII, Lot Splits and Boundary Line Adjustments, and to make certain other amendments to Chapter 18 as necessary to effectuate the new Article VII; providing amendments to the City's subdivision application requirements and processing procedures for Preliminary and Final Plats; altering the requirements for posting security to ensure completion of public improvements prior to Final Plat Approval; amending processing procedures for site plans processed concurrently with plat applications; eliminating specific procedures related to flag lots; changing staff designations; and providing for the repeal of prior inconsistent ordinances and resolutions.

BACKGROUND:

The applicant, City of Cocoa, is requesting an amendment to Land Development Code Chapter 18, as noted in the Requested Action above and attached Ordinance, in order to provide the following updates:

- An efficient "lot split" procedure for the division of a previously platted or otherwise legally

recorded lot or tract of land which results in the creation of exactly one (1) additional lot or tract of land rather than require plat approval as is currently required by the City Code.
- An efficient “boundary line adjustment” procedure for the adjustment of a lot line between contiguous lots or parcels.
- Other changes to Chapter 18 to effectuate the new lot split and boundary line adjustment procedures.
- Plat application requirements and platting procedures in the City of Cocoa to require certain documents with plat applications, public notice of hearings is adequately provided, and to ensure that the performance and construction of public improvements associated with a subdivision is adequately secured.
- The processing and public hearing process for site plans and final engineering plans or drawings.
- Removal of the previous flag lot process.

All proposed updates can be seen in the attached Ordinance. The below analysis is required by the Land Development Code and provides details on some of the requested updates.

I. Staff Analysis

Pursuant to Appendix A, Zoning, Article XXI, Amendment, Section 1(G)(2), the planning board shall consider and study:
a. The need and justification for the change.
b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

a. Need and justification for the change;

Staff Finding: The initial purpose of the amendment was to provide for a clear Lot Split and Boundary Line adjustment process. The way the code is currently structured, if an applicant wished to subdivide land into two or more lots, they would be required to go through the full platting process. There were four exceptions to this requirement, as currently provided for in the definition of Subdivision:

(1) The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to or exceed the standards of the city as required by the city zoning ordinance.
(2) The division of land into parcels greater than five (5) acres where no street right-of-way dedication is involved.
(3) The public acquisition of strips of land for the widening or opening of streets.
(4) The division of a tract of land in single ownership whose entire area is not greater than two (2) acres into not more than three (3) lots, where no street right-of-way dedication is involved, and where the resultant lots are equal to or exceed the standards of the city as required by the city zoning ordinance.

There is currently not a process for applicants to follow if a property met any of these exceptions, and

property owners would simply effectuate land divisions through the recording of deeds with the Brevard County Clerk of Court. These exceptions could result in the creation of lots that do not have sufficient buildable area or that do not conform to current zoning standards as they did not involve city approval. In addition, state law only requires a subdivision plat to be approved in the event that the division of land results in *three* lots or more. The City of Cocoa's current requirement to submit a subdivision plat for all divisions of land into two or more lots (except where an exception applies) is more onerous than state law requires.

These issues have been resolved through the amendment of the definition of "Subdivision" to mean only the division of land into three or more lots, consistent with state law, and the creation of the 'Boundary Line Adjustment' and 'Lot Split' procedures to uniformly process the division of land into not more than two lots and handle boundary adjustments in a more efficient manner with city approval. Separate procedures for the creation of flag lots are no longer necessary.
The review of a Lot Split, as detailed in the Ordinance, requires a full staff review, and approval by City Council, as also detailed in updates to Section 18-5. Boundary Line Adjustments, being more simplistic in nature, may be approved by the City Manager or his/her designee. The code amendments create a formalized process and will help the City better maintain files related to such requests. This will also improve Intergovernmental Coordination efforts between the City, the Property Appraiser, and the Clerk of the Court office.

Significant process updates were also required of Article II, Plats and Platting Procedures. As outlined in the updated Section 18-27, preliminary plats are now required to be submitted with a companion final engineering drawing, with few exceptions. These two plans are to be reviewed concurrently in most cases. This is to ensure that both engineering drawings and the plat are consistent with each other and conform to all code requirements, such as lot dimensions and setbacks, and reflect all necessary easements and adequately provide for common infrastructure for the development such as utilities and the like, and are properly reviewed and followed on the eventual final plat. Formal public notice requirements have also been added to Section 18-28, and Section 18-33 (Final Plat) as such requirements were not previously specified in the City Code.

Updates to Section 18-31(B), Improvement and maintenance security, provide improved financial protection for the City related to the construction of public improvements that are required of a project in the event that all public improvements are not substantially completed prior to the application for final plat approval. In addition, an advisory notice will be required on the face of a final plat, under the Mayor's signature block, advising prospective lot purchasers that a final plat was approved prior to completion of common amenities in the event they have not been substantially completed at the time of final plat approval.

Finally, the City Council will now be required to approve site plans/final engineering drawings that are submitted in conjunction with a subdivision plat. The Planning and Zoning Board will make a recommendation only. This is to avoid the current situation where City Council approval of a preliminary plat is required, but the Planning and Zoning Board is the final decisionmaker on the site plan or final engineering drawings that accompany the preliminary plat.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Staff Finding:

This amendment is consistent with the following policies:

Future Land Use Element

Objective 1.1.5: Neighborhood Protection. The City shall ensure that additional growth and development will be respectful of established neighborhoods that define much of the City's character.

Policy 1.1.5.3: The City's land development regulations shall maintain appropriate standards and nuisance regulations to limit the impact of more intense development on established residential zones.

Objective 1.1.10: Plan Implementation. The City shall maintain, amend and develop land development regulations that guide future growth and development, discourage the proliferation of urban sprawl and implement the goals, objectives and policies of this comprehensive plan.

Policy 1.1.10.1: The City shall maintain land development regulations as required by F.S. that shall contain specific and detailed provisions required to implement the Comprehensive Plan.

Policy 1.1.10.2: Future development and redevelopment activities shall be directed toward appropriate areas considering the topography, soil conditions and availability of facilities and services, and consistent with sound planning principles, minimal natural constraints, and the goals, objectives, and policies provided in the Comprehensive Plan.

Housing Element

Goal 3.1: The City shall encourage and promote the provision of decent, safe, and sanitary housing to meet the needs of the present and future population of the City.

Objective 3.1.1: Housing Supply: Assist the private sector to create additional units and preserve existing units to satisfy the projected demand of dwelling units of various types, sizes, and costs which will be needed to house the City's anticipated population through the planning horizon.

Policy 3.1.1.1: The City's Future Land Use Map shall provide adequate lands to accommodate the projected housing growth.

Policy 3.1.1.2: The City shall continue to provide land use designations and zoning districts on the Future Land Use and the Official Zoning Maps to ensure a variety of housing types including single family, duplex, and multifamily are allowed within the City.

GOAL 3.7: The City shall promote opportunities for the creation of housing and infill development within the City.

Objective 3.7.1: Infill Development: The City shall continue to promote infill housing development by supporting alternative development standards where appropriate and feasible.

Objective 3.7.3: Land Development Regulations. To the greatest extent possible, the City's land

development regulations shall not contribute to increased housing costs.

Policy 3.7.3.1: The City shall conduct periodic reviews of existing land development regulations and consider before adoption, policies, procedures, ordinances, regulations, or plan provisions that may have an impact on the cost of housing.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

Planning and Zoning recommended approval to City Council on May 1, 2024.

RECOMMENDED MOTION:

Approve First Reading of proposed Ordinance 6-2024, a Land Development Code Amendment to Chapter 18, Subdivisions, to create a new Article VII, Lot Splits and Boundary Line Adjustments, and to make certain other amendments to Chapter 18 as necessary to effectuate the new Article VII; providing amendments to the City's subdivision application requirements and processing procedures for Preliminary and Final Plats; altering the requirements for posting security to ensure completion of public improvements prior to Final Plat Approval; amending processing procedures for site plans processed concurrently with plat applications; eliminating specific procedures related to flag lots; changing staff designations; and providing for the repeal of prior inconsistent ordinances and resolutions.

ORDINANCE NO. 06-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 18, *SUBDIVISIONS*, OF THE CODE OF THE CITY OF COCOA TO CREATE A NEW ARTICLE VII, *LOT SPLITS AND BOUNDARY LINE ADJUSTMENTS*, AND TO MAKE CERTAIN OTHER AMENDMENTS TO CHAPTER 18, OF THE CODE AS MAY BE NECESSARY TO EFFECTUATE THE NEW ARTICLE VII; PROVIDING FOR AMENDMENTS TO THE CITY'S SUBDIVISION APPLICATION REQUIREMENTS AND PROCESSING PROCEDURES FOR BOTH PRELIMINARY AND FINAL PLATS; ALTERING THE REQUIREMENTS FOR POSTING SECURITY TO ENSURE COMPLETION OF PUBLIC IMPROVEMENTS PRIOR TO FINAL PLAT APPROVAL; AMENDING THE PROCESSING PROCEDURES FOR SITE PLANS PROCESSED CONCURRENTLY WITH PLAT APPLICATIONS AND REQUIRING APPROVAL OF THE CITY COUNCIL ON SUCH SITE PLANS; ELIMINATING SPECIFIC PROCEDURES FOR THE CREATION OF FLAG LOTS WITHIN THE CITY OF COCOA; CHANGING REFERENCES TO THE COMMUNITY DEVELOPMENT DIRECTOR TO THE CITY MANAGER OR DESIGNEE IN THE CODE RELATED TO SUBDIVISION AND SITE PLAN APPLICATION PROCESSING; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, Chapter 18, *Subdivisions*, governs all subdivisions of land within the corporate limits of the City of Cocoa; and

WHEREAS, Chapter 177 of the Florida Statutes requires a plat to be approved and recorded only for all subdivisions of land where a parcel is divided into three or more lots; and

WHEREAS, the City desires to create an efficient "lot split" procedure for the division of a previously platted or otherwise legally recorded lot or tract of land which results in the creation of exactly one (1) additional lot or tract of land rather than require plat approval as is currently required by the City Code; and

WHEREAS, the City also desires to create an efficient "boundary line adjustment" procedure for the adjustment of a lot line between contiguous lots or parcels; and

WHEREAS, the City will make other changes to Chapter 18 to effectuate the new lot split and boundary line adjustment procedures, which will ensure the convenient and efficient division of lands in the City and ensure that any future divisions of land in the City of Cocoa will be reviewed by City staff or applicable boards to confirm that resulting lots are consistent with City Code and Comprehensive Plan requirements; and

WHEREAS, the City Council desires to update plat application requirements and platting procedures in the City of Cocoa to require certain documents with plat applications, public notice of hearings is adequately provided, and to ensure that the performance and construction of public improvements associated with a subdivision is adequately secured; and

WHEREAS, the City Council concludes that site plans and final engineering plans or drawings processed concurrently with plat applications should be heard and determined by the City Council rather than two different boards as is currently the City's practice; and

WHEREAS, a separate process for flag lot creation is no longer necessary now that lot split and subdivision processes have been updated; and

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

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

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

Section 2. **Text Amendment.** The City of Cocoa Code of Ordinances, Chapter 18 is hereby amended as follows: (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in Chapter 18. It is intended that the text in Chapter 18 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to this Ordinance):

* * *

Chapter 18 – SUBDIVISIONS

* * *

ARTICLE I. – IN GENERAL

Section 18-3. – Scope of Regulations.

The regulations herein shall govern all ~~sub~~divisions of land within the corporate limits of the city as now or hereafter established, except, however, that no requirements hereunder shall be so applied as to result in retroactive legislation.

Section 18-4. - Purpose and intent.

The purpose of this chapter is to establish procedures and standards for the development and ~~sub~~division of real estate within the corporate limits of the city in an effort to, among other things, insure proper legal description, identification, monumentation and recording of real estate boundaries; further orderly layout and appropriate use of land; provide safe, convenient, and economic circulation of vehicular traffic; provide suitable building sites which drain properly and are readily accessible to emergency vehicles; assure the installation of improvements; help conserve and protect the physical and economic resources of the city; and assure that land is developed in conformity with the land development plan of the city.

Section 18-5. - Council declared platting and division of land authority; approval prerequisite to recordation.

The city council shall be the official platting authority, and no plat of a land subdivision within the corporate limits of the city shall be entitled to record in the office of the clerk of the circuit court of Brevard County unless it shall have the approval of the city council inscribed thereon. The filing or recording of a plat of a subdivision without the approval of the city council as required by this chapter is declared to be a ~~misdemeanor~~ unlawful. Further, the city council shall be the official authority regarding the division of land, and no division of land within the corporate limits of the city shall be entitled to record in the office of the clerk of the circuit court of Brevard County unless it shall have the approval of the city council inscribed thereon. The filing or recording of any instrument effectuating a boundary line adjustment or lot split without the approval of the city council or City Manager or designee as required by this chapter after June 1, 2024 is declared to be unlawful. Divisions of land, plats and lots splits and boundary line adjustments deemed unlawful under this chapter shall not be recognized by the city, and the city will not consider the issuance of a development permit for such land. The foregoing restriction on the issuance of development permits shall not apply to divisions of land or adjustments of boundary lines completed prior to June 1, 2024 that were exempt from the requirement to obtain approval of a subdivision plat as formerly provided by this Chapter.

Section 18-6. Reference to unapproved, unrecorded plat prohibited.

The transfer of, sale of, agreement to sell, or negotiation to sell land by reference to or exhibition of, or other use of a plat of a subdivision, or any instrument effectuating a lot split or boundary line adjustment, that has not been given final approval by the city council or City Manager or designee as provided in this Chapter and recorded in the office of the clerk of the circuit court of Brevard County is prohibited.

Section 18-7. – Definitions.

For the purpose of this chapter, certain words or terms used herein are defined as follows:

* * *

Boundary line adjustment. An adjustment of a boundary line between contiguous lots or parcels, which may be platted or unplatted and which are under separate ownership or the same ownership, where such adjustment does not create any additional lots.

* * *

Lot split shall mean a division of a lot or tract of land which will result in the creation of exactly one (1) additional lot or tract of land, provided the lot or tract of land to be split is a lawfully previously platted lot or legal description of record which is recognized by the city for development permit purposes under this Chapter.

* * *

Subdivision includes all divisions of a tract or parcel of land into ~~two (2)~~ three (3) or more lots, building sites, or other divisions, for the purpose, whether immediate or future, of sales or building development, and shall include all divisions of land involving the dedication of a new street or a change in existing streets~~; provided, however, that the following shall not be included within this definition nor be subject to the regulations prescribed by this chapter.~~

~~(1) The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to or exceed the standards of the city as required by the city zoning ordinance.~~

~~(2) The division of land into parcels greater than five (5) acres where no street right-of-way dedication is involved.~~

~~(3) The public acquisition of strips of land for the widening or opening of streets.~~

(4) ~~The division of a tract of land in single ownership whose entire area is not greater than two (2) acres into not more than three (3) lots, where no street right-of-way dedication is involved, and where the resultant lots are equal to or exceed the standards of the city as required by the city zoning ordinance~~.

Sec. 18-8. ~~Modification of requirements for large scale developments.~~ Reserved.

~~The requirements of this chapter may be modified in the case of a large scale community or neighborhood unit, such as a housing project or shopping center which is not subdivided into customary lots, blocks and streets, if the development is approved by the planning board and if it is in conformity with the purpose and intent of this chapter.~~

Sec. 18-9. – ~~Exceptions and modifications.~~ Reserved.

~~(a) The standards and requirements of this chapter may be modified by the city council upon recommendation of the planning board in the case of a plan or program for a complete group development, which, in the judgment of the board, provides adequate public spaces and improvements for the circulation, recreation, light, air and service needs of the tract when fully developed and populated, and which also provides such covenants or other legal provisions as will assure conformity to and achievement of the plan. The provision is intended to encourage innovations in housing types and subdivision design.~~

~~(b) A proposed subdivision consisting of primarily lots which are flag lots or similarly shaped lots conforming to RR-1 zoning district and having a joint use access so that each lot has direct access to a previously existing public roadway and consisting of fifty (50) lots or less may be exempt from the provisions of this chapter if the city council upon recommendation of the planning board determines that the proposed subdivision would otherwise insure proper legal description, identification, monumentation and recording of real estate boundaries; provide an orderly layout and appropriate use of land; provide safe, convenient, and economic circulation of traffic; provide suitable building sites which drain properly; assure the installation of improvements; and assure that the land is developed in conformity with the land development plan of the city.~~

* * *

ARTICLE II. – PLATS AND PLATTING PROCEDURES

Sec. 18-23. ~~Preapplication submission of plan required.~~ Reserved.

~~Prior to filing an application for conditional approval of the preliminary plan, the subdivider shall submit plans and data to the planning board through the city manager at least seven (7) days prior to the meeting at which it is to be considered. This step does not require formal application fee, or filing of any plat.~~

Sec. 18-24. ~~Contents of preapplication submission~~ Pre-application Meetings.

It is recommended that those desiring to submit an application for a subdivision meet with the community development department prior to submitting the application. No person may rely upon any comment made by any participant at the pre-application conference as a representation or implication that the application will be ultimately approved or rejected in any form. The pre-application submission ~~shall~~ should include the following:

~~(A) *General subdivision information* shall include the following:~~

(1) Data on the existing site conditions, such as physical characteristics, adjacent community facilities and public utilities.

(2) Description of the proposed subdivision, including the proposed number of lots, average lot width and depth, building types and sizes, community facilities, street and drainage improvements.

(3) Topographic map at a scale no smaller than one hundred (100) feet to one (1) inch, showing items (~~a~~ 1) and (~~b~~ 2) in sketch form.

~~(B) *Location map* shall be provided by the city to the subdivider at cost. The map shall be a copy of the community's future land development plan which shall be altered by such subdivider to show the relationship of the proposed subdivision to existing or proposed community facilities which will serve or influence it.~~

Sec. 18-25. ~~Action on preapplication submission.~~ Reserved.

~~Within seven (7) days following the planning board meeting at which the preapplication was submitted, the planning board shall inform the subdivider that the plans and data as submitted or as modified meet or do not meet the objectives of these regulations. When the planning board finds that the plans and data do not meet the provisions herein specified, it shall informally negotiate with the subdivider on changes deemed advisable to achieve the objectives of this chapter.~~

Sec. 18-26. ~~Application for preliminary plan approval required.~~ Reserved.

~~Following the preapplication review of a proposed subdivision, the subdivider shall submit the following to the city manager at least fifteen (15) days prior to the meeting of the planning board at which such plan is to be considered:~~

~~(A) A letter requesting review of a preliminary plan by the planning board and approval of the preliminary plan by the city council.~~

~~(B) Five (5) black or blueline prints of the proposed subdivision prepared in accordance with the submission requirements.~~

~~(C) When a preliminary plan is submitted for a subdivision, a fee of one hundred dollars ($100.00) shall accompany the proper exhibits for the purpose of administration and inspection, and is to be deposited in the general fund.~~

~~(D) The city manager shall submit one (1) copy of the plan to the city engineer, the utility administrator and such other public officials or agencies for their approval and comments. These department heads shall submit their comments in writing to the city manager prior to the planning board meeting at which such plan is to be reviewed.~~

Sec. 18-27. Submission requirements for preliminary ~~plan~~ plat and final engineering drawings.

No improvements, including clearing and grading, shall be undertaken until final engineering drawings for the subdivision, or unit division thereof, have been submitted to and approved by the City Council. Accordingly, the preliminary plat application shall be accompanied by and processed concurrently with final engineering drawings for the development, as well as a site plan if the specific plan of development is known for each lot to be created, at the time of preliminary

plat application submission, unless final engineering drawings and/or a site plan was previously approved by the City for the property or adequate means of providing ingress and egress, utilities, and drainage have been or may be provided as determined by the City Manager or designee. Final engineering drawings and site plans shall be processed in accordance with Appendix A, Zoning, Article XIII, Section 1 of the Zoning Ordinance of the City. The preliminary ~~plan~~ plat and final engineering drawing submission shall include the following:

(A) A preliminary ~~plan~~ plat drawn at a scale no smaller than one hundred (100) feet to one (1) inch by a registered surveyor or professional engineer showing graphically or by notes:

(1) Name of the proposed development.

(2) Name or names of the developers.

(3) Boundaries of tract shown with bearings, distances, closures and bulkhead lines.

(4) Site data:

(a) Name of owner, surveyor and engineer or land planner.

(b) Acreage in total tract; acreage in public or other land usage; average lot size; total number of lots.

(c) Names of adjoining subdivisions.

(d) The existing zoning classification, both on the land to be subdivided and on adjoining lands.

(e) Proposed streets, street names, rights-of-way, pavement widths and approximate grades.

(f) Proposed lot lines, lot and block numbers and approximate dimensions.

(g) Proposed parks, school sites or other public open spaces.

(h) Location, and classification of canals and waterways.

(i) Existing ground surfaces and proposed elevation of subdivision.

(j) Typical cross-sections of proposed grading, roadways and sidewalks.

(k) Type of pavement.

(l) Engineering drawings of the following utility systems and improvements:

1. Water
2. Sanitary sewer
3. Storm sewer
4. Bulkheads
5. Sidewalks
6. Streets

(5) Proposed land uses other than public or single family.

(6) A topographic data map drawn at a scale no smaller than one hundred (100) feet to one (1) inch by a registered surveyor showing:

(a) The location of existing and platted property lines, streets, buildings, watercourses, transmission lines, sewers, bridges, culverts and drain pipes, water mains, city limit lines and any public utility easements.

(b) Wooded areas, streams, lakes, marshes and any other physical conditions affecting the site.

(c) Contours based on U.S. coast and geodetic datum with a contour interval of one (1) foot.

(7) Proposed number and location of street lighting fixtures.

(8) Landscaping plan and tree removal and/or land clearing application in accordance with Appendix A, Zoning, Article XIII, Section 22.

(9) Title opinion: A title opinion from an attorney or a property information report that is prepared within the preceding sixty (60) days showing the status of the title to the site encompassed by the preliminary plat and all mortgages, liens, encumbrances and defects, if any.

(10) For Planned Unit Developments, the setbacks and building setback from the perimeter of the Planned Unit Development.

(B) Vicinity map showing relationship between subdivision and surrounding area.

Sec. 18-28. Action on preliminary ~~plan~~ plat by planning and zoning board.

(A) Following public notice as provided in this Section, the ~~The~~ planning and zoning board shall review the preliminary ~~plan~~ plat to determine its conformity with the land development plan and these regulations. Upon completing its review, the planning and zoning board shall recommend to the city council the approval, approval subject to conditions, or denial of the preliminary ~~plan~~ plat. In recommending approval subject to conditions or in recommending denial, the reasons for such action shall be stated in writing and reference shall be made to the specific sections of the chapter with which the preliminary ~~plan~~ plat does not comply. The subdivider shall be notified in writing of the action taken.

(B) Should the planning and zoning board fail to act on the proposed subdivision within thirty (30) days after its first appearance on the agenda of the planning and zoning board, the subdivider may seek preliminary ~~plan~~ plat approval at the next regularly scheduled meeting of the city council by notifying the city manager in writing and requesting to be placed on the council agenda.

(C) In addition to any notice requirements provided by state law, all public hearings on a preliminary plat and any accompanying final engineering or site plan shall be publicly noticed for at least ten (10) calendar days prior to any required planning and zoning board hearing

and such notice shall also include the date and time of the City Council hearing on the same. Said notice shall include the address of or an identification of the subject property, matter to be considered and the time, date and place of the hearing. The notice shall be posted in the following manner:

(1) Posting the affected property on a sign form provided by the city.

(2) Posting at city hall and on the City's website.

(3) Notifying, by U.S. mail, all owners of real property adjacent to and within approximately five hundred (500) feet of the subject property based on the information contained in the property appraiser's or similar property database. In addition, all neighborhood homeowner's associations registered with the city and located within one-half-mile of the property shall likewise be provided notice by U.S. mail. Such mailings are a courtesy notice. Failure to mail or receive such courtesy notice shall not affect any action or proceedings taken hereunder.

Said notices and mailing shall only be required for the initial public hearing and shall not be required for hearings that are continued to a date certain by the planning and zoning board or city council.

Sec. 18-29. Action on preliminary ~~plan~~ plat by city council.

(A) *Time.* The city council shall approve or disapprove the preliminary ~~plan~~ plat:

(1) Within thirty (30) days after its receipt of the recommendation of the planning and zoning board, or,

(2) Within thirty (30) days after being placed on the agenda of the city council if the planning board failed to act on the proposed subdivision within the required time.

(B) *Effect of Approval.* Approval of the preliminary ~~plan~~ plat shall not be construed as authority for filing of the ~~plan~~ plat with the clerk of the circuit court of Brevard County, nor as authority for the sale of lots in reference thereto. Approval of the preliminary ~~plan~~ plat authorizes the subdivider to install all required improvements in accordance with the approved plans and specifications. All work shall be inspected and approved by the city engineer. No improvements, including clearing and grading, shall be undertaken until final engineering drawings or site plan for the subdivision, or unit division thereof, have been submitted to and approved by the City Council.

Sec. 18-30. Application for final plat approval required.

(A) After the preliminary ~~plan~~ plat of a proposed land subdivision has been approved by the city council, the subdivider may, within one (1) year of the date of the preliminary ~~plan~~ plat approval submit to the city manager:

(1) A letter requesting approval of the final plat by the city council.

(2) An original linen tracing drawn in India ink, one (1) reproducible copy and five (5) black or blueline prints of the final plat.

(B) Failure to apply for final plat approval within one (1) year shall cause the preliminary ~~plan~~ plat approval to cease and become void. A time extension may be granted by the city council upon written request by the subdivider. The final plat shall be properly signed and executed by the subdivider and his agents as required for recording by the clerk of the circuit court of Brevard County.

(C) At the time the final plat is submitted to the city for approval, the plat shall be accompanied by ~~a certificate of ownership from a recognized abstractor or licensed Florida attorney, stating who are the owners of and mortgagees of the property covered by the plat and a certificate from the county tax collector that all taxes which have become due and payable for the current period have been paid in full~~ a title opinion from an attorney or a property information report that is prepared within the preceding thirty (30) days showing the status of the title to the site encompassed by the final plat and all mortgages, liens, encumbrances and defects, if any.

(D) A certificate on the plat signed by the owner or owners and mortgagees, if any, stating that they agree to the preparation of the plat and dedicate the rights-of-way, easements and other public lands shown on the plat for public use shall be submitted.

Sec. 18-31. Submission requirements for final plat.

(A) *Plat.* The final plat shall be twenty-four (24) by thirty (30) inches in size and shall be drawn on linen with India ink at the scale no smaller than one hundred (100) feet to the inch meeting all the platting requirements of Florida Statutes, and shall conform substantially to the preliminary ~~plan~~ plat as approved. The final plat shall constitute only that portion of the approved preliminary ~~plan~~ plat which the subdivider proposes to record and develop at the time, provided, however, that such portion conforms to all requirements of this chapter. The final plat shall be prepared by a registered Florida surveyor and shall show the following information:

(1) Title, date, name and description of the subdivision and graphic scale.

(2) Name of the subdivider and registered surveyor.

(3) The lines and names of all streets and roads.

(4) Lot lines and lot and block numbers.

(5) Location, right-of-way and classification of canals and waterways.

(6) Reservations, easements, alleys and any areas to be dedicated to public use or sites for other than residential use with notes stating their purpose and any limitations.

(7) Sufficient data to determine readily and reproduce on the ground the location, bearing and length of every street line, lot line, boundary line whether curved or straight and including a north point.

(8) The radius, central angle, point of tangent, and arcs and chords of all curved streets and curved property lines.

(9) All dimensions should be to the nearest one-hundredths (100ths) of a foot and angles to the nearest second.

(10) A legal description of the subdivision boundaries with bearings and distances.

(11) Accurate location and descriptions of all monuments and markers.

(12) The names and locations of adjoining subdivisions, streets and unsubdivided property.

(13) Title opinion: A title opinion from an attorney or a property information report that is prepared within the preceding thirty (30) days showing the status of the title to the site encompassed by the final plat and all mortgages, liens, encumbrances and defects, if any. The City may request an update of the title opinion or property information report prior to recording of the final plat.

(B) *Improvement and maintenance security.* ~~Prior to the acceptance of required improvements by the city, a maintenance warranty bond in the amount of ten percent (10%) of the construction cost estimation of all such improvements shall be filed with the city.~~

(1) For final plat applications filed after June 1, 2024, where ~~Where~~ the required public improvements have not been substantially completed prior to the submission of the final plat, the approval of such plat shall be subject to the subdivider guaranteeing the installation of such public improvements through one (1) of the following methods:

(a~~1~~) Filing a ~~performance or surety bond~~ letter of credit in the amount of one hundred ten percent (110%) of the construction cost estimation of any unfinished portion of the required improvements and in a form acceptable to the City Attorney, which shall be presentable and payable to the City should the public improvements not be completed within two (2) years of final plat approval.

(b~~2~~) Depositing or placing in escrow a certified check, cash or other acceptable ~~pledge or~~ security as determined by the City Attorney, in the amount of one hundred ten percent (110%) of the construction cost estimation of any unfinished portion of the required improvements, which shall be subject to the City's use should the public improvements not be completed within two (2) years of final plat approval.

In addition, should the subdivider request approval of the final plat prior to substantial completion of all improvements, including both public and private improvements, the subdivider shall be required to place the following advisory notice on the first page of the plat, underneath the signature block for the City's mayor, in at least 12-point boldfaced type:

ADVISORY: At the request of the Owner, this final plat has been approved prior to the installation and completion of the subdivision improvements, which may include roads, curbs, gutters, sidewalks, utility lines, stormwater drainage improvements, and recreational amenities.

(2) Where the required public improvements have been substantially completed prior to the submission of the final plat, approval of such plat shall be subject to the subdivider guaranteeing the installation of such public improvements through one (1) of the methods described above in subsection (1) or by filing a performance surety bond in the amount of one hundred ten percent (110%) of the construction cost estimation of any unfinished portion of the required improvements and in a form acceptable to the City Attorney

(3) Prior to the acceptance of required public improvements by the city, a maintenance warranty bond in the amount of ten percent (10%) of the construction cost estimation of all such improvements shall be filed with the city. Such bond shall be for a one (1) year period of time commencing at the date of the city's acceptance, and shall cover all public improvements installed by the subdivider.

(C) *Private Covenants*. All land designated on the final plat as common open space, except public rights-of-way, including green(s) and all structures, roads and permitted drives, stormwater drainage facilities, and recreational amenities devoted to the common use of the inhabitants of this district shall be owned and maintained either by a property homeowners' association, a special taxing district, community development district, or a similar entity. In the case of a homeowners' association, the ownership shall be subject to mandatory covenants providing for the maintenance of the common facilities in a manner that assures its continuing use for its intended purpose. The subdivider shall submit evidence of the lawful formation of a homeowner's association or other ownership entity to be reviewed and approved by the city attorney for legal sufficiency prior to the final plat being scheduled for review by the city council. The final plat shall not be given full force and effect unless and until the declaration of restrictive covenants is provided to the city by the subdivider, has been reviewed and approved by the city attorney for legal sufficiency, and recorded in the public records of Brevard County.

Sec. 18-32. Review of final plat by manager.

Before acting on the final plat the city manager shall receive a written report from the city engineer certifying compliance with, or noting deviations from, the approved preliminary ~~plan~~ plat and the requirements of this chapter. The city manager shall recommend to the city council approval or disapproval of the final plat. In recommending denial, the reasons for such action shall be stated in writing and reference shall be made to the specific sections of the chapter with which the final plat does not comply. The subdivider shall be notified in writing of the action taken.

Sec. 18-33. Action on final plat by council.

(A) Following public notice as provided in this Section, the ~~The~~ city council shall approve or disapprove the final plat within thirty (30) days after receiving the recommendation of the city manager.

(B) Approval by the city council shall be noted on the original linen tracing, the reproducible copy and on the five (5) prints of the final plat. One (1) reproducible copy and five (5) prints will be retained by the city for administrative records.

(C) In addition to any notice requirements provided by state law, all public hearings on a final plat shall be publicly noticed for at least ten (10) calendar days prior to the City Council hearing. Said notice shall include the address of or an identification of the subject property, matter to be considered and the time, date and place of the hearing. The notice shall be posted in the following manner:

(1) Posting the affected property on a sign form provided by the city.

(2) Posting at city hall and on the City's website.

(3) Published in a newspaper of regular circulation within the City of Cocoa.

Sec. 18-34. Recording of the final plat.

Within thirty (30) days after the final plat has been approved by the city council, it shall have been recorded with the clerk of the Circuit Court of Brevard County by the city clerk. The subdivider shall be responsible for payment of the actual cost of recordation plus twenty-five dollars ($25.00). All cost will be payable to the city clerk and building permits shall not be issued until payment is received.

* * *

ARTICLE IV. – IMPROVEMENTS

Sec. 18-103. Installation or security prerequisite to plat approval; inspection, approval.

Approval of the final plat shall be subject to the subdivider having installed the public improvements hereinafter designated or having guaranteed, with a surety bond, ~~or escrow~~ letter of credit, or placing in escrow a certified check, cash or other acceptable security as provided in Section 18-31, the installation of such improvements. The city engineer shall be responsible for approving all plans and specifications for the required improvements, assuring adequate inspection of construction for compliance to the approved plans and specifications and for issuing a certificate of completion upon the acceptable completion of the work.

* * *

ARTICLE VII. – LOT SPLITS AND BOUNDARY LINE ADJUSTMENTS

Sec. 18-147. – Lot Splits.

The City Council may by resolution at a public hearing approve, approve with conditions, or deny divisions of land which constitute a lot split.

(a) *Lot split review and processing.* All lot splits shall be processed in the following manner:

(1) *Application.* An application form provided by the planning and zoning division shall be completed and filed with the division, accompanied by the following:

a. An application fee in an amount approved by resolution of the City Council;

b. One or more paper copies of the proposed lot split as specified in the application form and, if requested by the division, an electronic copy of the same;

c. A statement indicating whether new streets, water, sewer, drainage structures, or other infrastructure are required off-site to provide sufficient access or municipal services to the subject land;

d. A description of the planned means of access for each resulting lot and copy of proposed supporting cross-access easements, if any, including width of access ways or easements;

e. Legal descriptions and acreage of the two (2) proposed lots or tracts of land and a sketch of description showing the intended division shall be prepared by a duly licensed land surveyor registered in the state. If a lot or tract of land contains any principal or accessory structures, a survey showing the structures on the lot or tract of land shall accompany the application; and

f. Title opinion: A title opinion from an attorney or a property information report that is prepared within the preceding thirty (30) days showing the status of the title to the site encompassed by the lot split and all mortgages, liens, encumbrances and defects, if any.

(2) City staff review.

a. Upon receipt of a complete lot split application, the City Manager designee and City staff from public works, fire, and utilities departments as necessary, shall review the application and either find the application to be sufficient or indicate areas which are inadequately or improperly completed.

b. The City Attorney shall review the title opinion or certification.

c. City staff shall return in writing all comments, recommendations, and questions to the applicant within thirty (30) business days of receipt of a complete application.

d. Should any comment or recommendation made by the City reviewing staff require the applicant to revise its submittal, the City staff shall review the revised submittal and return all comments, recommendations, and questions to the applicant for further revision.

e. Upon completion of necessary revisions, the planning and zoning staff shall schedule the application for consideration by the City Council.

(3) *Public hearing*. The City Council shall consider an application for a lot split at a duly noticed public hearing and shall vote to recommend approval, approval with conditions, or disapproval of the lot split. Any approval of a lot split shall be by resolution of the City Council.

(4) *Review criteria*. Before any lot split is approved by the City Council, the applicant must demonstrate, and City Council must find, that the proposed lot split meets the following criteria:

a. The proposed lot split shall in every respect meet the criteria established elsewhere in this Chapter and the City Code for the category of zoning and other relevant codes and applicable laws under which the property is zoned.

b. The application is consistent with the City's comprehensive plan.

c. The application does not create any lots, tracts of land, or developments that do not conform to the City Code.

d. The application provides for proper and sufficient ingress and egress to all affected properties through a public or approved private street or perpetual cross access easements.

e. The application is compatible and in harmony with the surrounding neighborhood including with respect to the size of existing surrounding lots and development trends in the neighborhood which have been previously approved by the City Council.

f. The application does not create burdensome congestion on the streets and highways.

g. The application promotes the orderly layout and use of land.

h. The application provides for adequate light and air.

i. The application does not create an overcrowding of land.

j. The application does not pose any significant harm to the adequate and economical provision of water, sewer, and other public services.

k. If the lot split creates a flag lot, the narrow access strip shall be a minimum of thirty-five (35) feet in width. The narrow strip for each flag lot shall intersect a publicly dedicated and accepted road at no less than a sixty degree (60°) angle. Any flag lot of record prior to the

effective date of this amendment to the zoning laws of the City of Cocoa shall be considered a nonconforming lot of record if the narrow access strip is a minimum of ten (10) feet in width and said lot shall enjoy the same nonconforming rights as set forth in article X, section 3, Appendix A—Zoning, of the City of Cocoa Code. For the purposes of this section, "flag lot" shall mean any lot, plot, tract or parcel of land having a narrow, deeded, strip of land connecting the main body of said lot, plot, tract or parcel to a publicly dedicated and accepted road. For such lots, the lot width, lot depth and front, side and rear lot lines shall be established by the boundaries of the main body of such lot exclusive of the narrow connector strip of land.

(5) *Special notice for residential lot splits*. Any proposed lot split of a residentially zoned property shall require special notice be provided to adjacent property owners at least ten (10) days prior to the City Council meeting on the proposed residential lot split. Said notices shall be provided by regular mail to adjacent property owners within five hundred (500) feet of the property subject to the lot split application, and shall include the address and legal description of the subject property, and the date, time, and location of the City Council meeting. Notices provided under this subsection are hereby deemed courtesy notices only and the failure to provide or receive said notices shall not be a basis of appealing any decision made under this section. Applicants shall be solely responsible for the cost of the notices required by this subsection.

(b) *Recording*. Upon approval of any lot split by resolution of the City Council, the resolution of the City Council shall be duly recorded in the public records of Brevard County and the lot split shall be reflected on the appropriate City maps and documents.

(c) *Restriction on additional lot splits*. No further division of a lot which has been split pursuant to an approved lot split shall be permitted under this Section, except through the plat review and approval procedures of this Chapter.

Sec. 18-148. – Boundary Line Adjustments.

(a) *Boundary line adjustment*. An adjustment of a boundary line between contiguous lots or parcels (hereinafter “lots” or “lot”) which may be platted or unplatted and which are under separate ownership or the same ownership shall be exempt from the platting requirements of this Chapter if the boundary line adjustment does not create any additional lots and meets all of the following conditions.

(1) It is demonstrated that the request is to correct an engineering or surveying error in a recorded plat or is to permit a boundary change between adjacent lots; and

(2) Both landowners whose lot lines are being adjusted provide written consent to the boundary line adjustment; and

(3) Instrument(s) evidencing the boundary line adjustment shall be filed in the official records of Brevard County, Florida, upon approval, and shall indicate that the result of the boundary line adjustment will meet the standards of, and conforms to, the requirements of the City Code, including the dimensional requirements of the zoning district and the subdivision in which the lots are located. However, in cases of an existing nonconforming lot of record, the adjustment shall not increase the nonconformity of the lot; and

(4) It is demonstrated that the boundary line adjustment will not affect the development rights or permitted density or intensity of use of the affected lots by providing the opportunity to create a new lot(s) for resale or development or by making the density or intensity of any lot nonconforming.

The aggregation of multiple lots under common ownership shall not be considered a boundary line adjustment and may be accomplished through a unity of title agreement with the City.

(b) *Boundary line adjustment review and processing*. Every boundary line adjustment shall be processed in the following manner:

(1) *Application*. An application form provided by the planning and zoning division shall be completed and filed with the division, accompanied with the following:

a. An application fee approved by resolution of the City Council;

b. A narrative describing the reason(s) for the boundary line adjustment and proposed reconfiguration;

c. An affidavit by all property owners that they consent to the boundary line adjustment and resulting lot formation;

d. A survey of the original and proposed reconfigured lots prepared by a duly licensed land surveyor registered in Florida. The survey shall also include:

i. The location of any principal or accessory buildings or structures and the existing and proposed setbacks on each lot; and

ii. The existing location of all utilities serving the lots; and

iii. The location of proposed access to the lots, including the location of proposed access easements.

e. A title opinion from an attorney or a property information report that is prepared within the preceding thirty (30) days showing the status of the title to the site encompassed by the boundary line adjustment and all mortgages, liens, encumbrances and defects, if any;

f. Where required by the City Attorney, a joinder and consent from any affected mortgage holders;

g. Proposed deeds appropriate to accomplish any necessary property conveyances to effectuate the boundary line adjustment.

(2) *Review criteria*. The City Manager or designee shall approve, approve with conditions, or deny the boundary line adjustment using the criteria established below:

a. The boundary line adjustment shall not result in the creation of any additional lot;

b. The lots resulting after the boundary line adjustment shall meet all dimensional requirements specified for the applicable district as outlined in Appendix A, Article XI, of the City Code, except that in cases of an existing nonconforming lot of records, the adjustment shall not increase the nonconformity of the lot.

c. The boundary line adjustment shall not create a nonconforming setback for any existing building or structure;

d. All lots modified by the boundary line adjustment procedures shall have access in compliance with the standards established by the City;

e. The boundary line adjustment shall not cause lot lines to bisect on-site sewage disposal systems, prevent adequate access to water supply, obstruct fire lanes or otherwise interfere with the provision of utilities or emergency services;

f. The boundary line adjustment shall not violate an applicable requirement or condition of a previous land use action, subdivision, plat or site plan;

g. All boundary line adjustments shall be recorded surveys consistent with the requirements of applicable law. All boundary lines being adjusted shall be surveyed, and newly established lot corners shall be determined;

h. All conditions for a boundary line adjustment as established in subsection (a) shall be satisfied.

(c) *Unity of title*. The City Manager or designee shall require the affected property owners to enter into a unity of title agreement with the city for purposes of creating the new developable lots resulting from the boundary line adjustment. The City Manager shall be

required to execute the unity of title agreement on the City's behalf provided the application is in compliance with the provisions of this section. The City Manager or designee may determine that a unity of title agreement is not required for insubstantial boundary changes.

(d) *Recording*. No boundary line adjustment shall be recorded unless approved as provided in this section. The boundary line adjustment shall be recorded with the Clerk of the Court of Brevard County within twelve (12) months of approval by the planning official, and one reproducible copy shall be furnished to the planning and zoning division.

* * *

Section 3. Text Amendment. The Zoning Ordinance of the City of Cocoa, Appendix A, Article XIII, Section 1, is hereby amended as follows: (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in Section 1. It is intended that the text in Section 1 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to this Ordinance):

APPENDIX A – ZONING

* * *

ARTICLE XIII. – SUPPLEMENTARY DISTRICT REGULATIONS

Sec. 1. Site plan approval process and procedures for development or change of use or any use approved as a special exception as well as mobile home parks or mobile home cooperatives.

(A) PURPOSE. The purpose of these provisions is to provide for planned developments which will be more compatible and harmonious with surrounding and adjacent areas. It is intended that such review will aid in the reduction of tragic congestion and other adverse conditions, and will permit maximum flexibility in evaluating each plan on its own merits while encouraging variety and innovation within the intent and purpose of these regulations.

(B) SITE PLAN APPROVAL REQUIRED. Except for single family homes or a single duplex unit, any development, change of use, any use approved as a special exception, mobile home parks, and mobile home cooperatives shall require a site plan approval prior to the issuance of any building permit.

(C) APPLICATION; ABANDONMENT. Applications for site plan review shall be on a form prepared by the ~~community development director~~ City Manager or designee and available at the office of the community development department. A completed application shall be signed by all owners, or their agent, of the property subject to the application and notarized.

In a case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation, and embossed with the corporate seal. A site plan application shall be deemed abandoned when an applicant fails to actively pursue the application for a period of one hundred eighty (180) days. One (1) extension of time for a period not to exceed ninety (90) days may be granted by the ~~community development director~~ City Manager or designee for good cause shown upon written request for extension being submitted to the ~~community development director~~ City Manager or designee prior to the site plan application being abandoned.

(1) *Small scale site plans.* The site plan submittal requirements of this subsection (C)(1), shall apply to any multi-family structure or combination of structures containing less than twenty-five (25) units and less than forty-five thousand (45,000) square feet, or any non multi-family structure or combination of structures of less than forty-five thousand (45,000) square feet. Notwithstanding, any site plan containing a structure greater than fifty (50) feet in height shall be subject to the site plan submittal requirements of subsection (C)(2).

a. The site plan shall, at a minimum, include:

1. General vicinity map or location map with principal road, city limits and other pertinent orientation information.
2. Complete legal description of the overall site and individual phase site if applicable.
3. Name, address, and telephone number of owner(s) of property, of applicant, and of party responsible for preparation and drawing of site plan.
4. Title block, north arrow, date, and name of the project shall be on each sheet submitted.
5. Area of site in square feet and acres.
6. Area of lot covered by a structure.
7. Height and number of floors of structure and total floor area.
8. Floor area ratio.

b. In addition to the requirements stated in (1)a., the following specific site plan requirements shall be provided:

1. Location of all existing and proposed easements, right-of-way lines, wetlands, flood zones, open water bodies, buildings, utilities, trash receptacles and screening, street lighting fixtures, and fences or walls including height and type.
2. Existing zoning and future land use category.
3. Depiction of abutting aprons and right of way improvements.
4. Landscape plan in accordance to the application.
5. Drainage plan in accordance to the application.

6. Location of proposed parking and circulation plan, points of ingress to and egress from the site, and dimension of parking areas.

7. Indicate any previously approved variances, special exceptions, waivers, rezonings or any other action taken upon the subject property.

(2) *Large scale site plans.* The site plan submittal requirements of this subsection (C)(2) shall apply to any site plan containing a structure greater than fifty (50) feet in height or to any structure or combination of structures that do not satisfy the criteria of subsection (C)(1).

a. The site plan shall, at a minimum, include:

1. General vicinity map or location map with principal roads, city limits and other pertinent orientation information.

2. Complete legal description of the overall site and individual phase site if applicable.

3. Name, address, and telephone number of owner(s) of property, of applicant, and of party responsible for preparation and drawing of site plan.

4. Title block, north arrow, date, and name of the development shall be on each sheet submitted.

5. Area of site in square feet and acres.

6. Area of lot covered by a structure.

7. Height with number of floors of structure and total floor area.

8. Floor area ratio.

b. In addition to the requirements stated in (2)a., the following specific site plan requirements shall be provided:

1. Site plan signed and sealed by a Florida registered engineer, surveyor or architect.

2. Location of all existing and proposed right-of-way lines, easements, wetlands, flood zones, open water bodies, soil types, designated species, impervious surface, buildings, utilities, trash receptacles and screening, street lighting fixtures, and fences or walls including height and type.

3. Existing zoning and future land use category.

4. Depiction of abutting properties indicating zoning, existing use, aprons, and right of way improvements.

5. Location of any existing fire hydrants within five hundred (500) feet of the site.

6. Landscape plan in accordance to the application.

7. Drainage plan in accordance to the application.

8. Location of proposed parking and circulation plan, points of ingress to and egress from the site, and dimension of parking areas.

9. Location and availability of capacity for potable water and wastewater facilities to serve the proposed site, including a description of any required improvements or extensions of existing off-site facilities.

10. Lands to be dedicated or transferred to a public or private entity and the purposes for which lands will be held and used.

11. Indicate any previously approved variances, special exceptions, waivers, rezonings or any other action taken upon the subject property.

(D) DETERMINATION OF SUFFICIENT APPLICATION. All applications are to be filed with supporting documentation pursuant to article XIII, section 1, of the City Code to the community development department. The City of Cocoa will promptly review the application for sufficiency. At such time, the applicant will be notified in writing whether the application has been found sufficient or not, and if not what the deficiencies are. Once deemed sufficient, the complete review process shall begin. All site plans shall be required to meet all current applicable code requirements.

(E) ACTION ON APPLICATIONS FOR SMALL SCALE SITE PLANS UNDER SECTION I(C)(1).

(1) The ~~community development director~~ City Manager or designee shall route the sufficient application to the appropriate city staff and any outside reviewing agencies necessary, and review the site plan for compliance with the city code and comprehensive plan.

(2) After review, except as provided in subsection (G), the ~~community development director~~ City Manager or designee shall issue a decision approving, approving with conditions, or denying the application based upon the comments of city staff and the requirements of the City Code and comprehensive plan.

(3) If the ~~community development director~~ City Manager or designee elects to grant conditional approval of a site plan subject to any conditions or contingencies, the applicant shall have ninety (90) days from the date of conditional site plan approval to satisfy any such conditions and/or contingencies. If all conditions and/or contingencies are satisfied, the final site plan approval date shall be the date the ~~community development director~~ City Manager or designee certifies by notation on all city site plan copies that all conditions and/or contingencies are satisfied. If the conditions and/or contingencies are not satisfied before the expiration of the 90-day period, the conditional approval shall be automatically withdrawn and the application shall stand as denied. The 90-day compliance period may be extended at the discretion of the ~~community development director~~ City Manager or designee, upon written request of the applicant prior to the expiration of the 90-day compliance period, and where the applicant demonstrates unusual circumstances or undue hardship.

(4) The applicant may be asked to attend an informal meeting with the city staff to review comments prior to final determination.

(F) ACTION ON APPLICATIONS FOR LARGE SCALE SITE PLANS UNDER SECTION 1(C)(2).

(1) The ~~community development director~~ City Manager or designee shall route a completed application to the appropriate city staff and any outside reviewing agencies necessary, and review the site plan for compliance with the City Code and comprehensive plan.

(2) After review, except as provided in subsection (G), the ~~community development director~~ City Manager or designee shall issue a written recommendation to the planning and zoning board approving, approving with conditions, or denying the application based upon the comments of city staff and the requirements of the City Code and comprehensive plan.

(3) Except as provided in subsection (G), during ~~During~~ a public meeting of the planning and zoning board, said board shall approve, approve with conditions, or deny the site plan based upon the requirements of the City Code and comprehensive plan.

(4) If the planning and zoning board elects to grant conditional approval of a site plan subject to any conditions or contingencies, the applicant shall have ninety (90) days from the date of conditional site plan approval to satisfy any such conditions and/or contingencies. If all conditions and/or contingencies are satisfied, the final site plan approval date shall be the date the ~~community development director~~ City Manager or designee certifies by notation on all city site plan copies, that all conditions and/or contingencies are satisfied. If the conditions and/or contingencies are not satisfied before the expiration of the 90-day period the conditional approval shall be automatically withdrawn and the application shall stand as denied. The 90-day compliance period may be extended at the discretion of the ~~community development director~~ City Manager or designee, upon written request of the applicant prior to the expiration of the 90-day compliance period, and where the applicant demonstrates unusual circumstances or undue hardship.

(G) ACTION ON APPLICATIONS FOR LARGE SCALE OR SMALL SCALE SITE PLANS REQUIRING A SUBDIVISION.

(1) For all small scale site plans under Section 1(C)(1) and large scale site plans under Sections 1(C)(2) that will be processed concurrently with a subdivision plat application, the City Manager or designee shall route a completed application to the appropriate city staff and any outside reviewing agencies necessary, and review the site plan for compliance with the City Code and comprehensive plan.

(2) After review, the City Manager or designee shall issue a written recommendation to the planning and zoning board approving, approving with conditions, or denying the application based upon the comments of city staff and the requirements of the City Code and comprehensive plan.

(3) During a public meeting of the planning and zoning board, said board shall issue a written recommendation to the City Council approving, approving with conditions, or denying the site plan based upon the requirements of the City Code and comprehensive plan.

(4) During a public meeting of the City Council, said board shall approve, approve with conditions, or deny the site plan based upon the requirements of the City Code and comprehensive plan.

(5) If the City Council elects to grant conditional approval of a site plan subject to any conditions or contingencies, the applicant shall have ninety (90) days from the date of conditional site plan approval to satisfy any such conditions and/or contingencies. If all conditions and/or contingencies are satisfied, the final site plan approval date shall be the date the City Manager or designee certifies by notation on all city site plan copies, that all conditions and/or contingencies are satisfied. If the conditions and/or contingencies are not satisfied before the expiration of the 90-day period the conditional approval shall be automatically withdrawn and the application shall stand as denied. The 90-day compliance period may be extended at the discretion of the City Council, upon written request of the applicant prior to the expiration of the 90-day compliance period, and where the applicant demonstrates unusual circumstances or undue hardship.

(~~G~~H) MINOR SITE PLAN AMENDMENTS. If any site plan application is amending a previously approved site plan or existing development by twenty-five percent (25%) or less, being that any structural or impervious surface area is increased by twenty-five percent (25%) or less of the existing amount of structure or impervious surface area, then the site plan shall be exempt from the following code requirements:

(1) Planning and zoning board and City Council review and approval, provided the site plan was originally approved by the planning and zoning board or City Council. Rather, the ~~community development director~~ City Manager or designee shall approve or deny the site plan amendment pursuant to subsection (E).

(2) Size of existing parking spaces (provided that new spaces and handicap space(s) requirements are met).

(3) Specific site plan requirements of subsections (C)(1)b., and (C)(2)b., may be omitted from being shown on the site plan by the ~~community development director~~ City Manager or designee.

(I ~~H~~)APPEAL OF ~~COMMUNITY DEVELOPMENT DIRECTOR~~ CITY MANAGER OR PLANNING AND ZONING BOARD DECISION.

(1) Any party adversely affected by a final site plan determination of the ~~community development director~~ City Manager or designee may appeal such determination to the planning and zoning board. Parties seeking appellate review shall submit a request for appeal in writing to the city clerk within thirty (30) days of the ~~community development director~~ City Manager or designee's determination. The city clerk shall schedule the planning and zoning board's consideration of the appeal for the next available regular planning and zoning board meeting and shall provide the party seeking appellate review with written notice of the date, time and location of said meeting. The planning and zoning board's consideration of the site plan determination being appealed shall be de novo. The planning and zoning board shall hear and consider the evidence and testimony of any interested party and shall either affirm or reverse, wholly or in part, the determination of the ~~community development director~~ City Manager or designee. Failure

of any adversely affected party to appeal to the planning and zoning board pursuant to this section shall be deemed a waiver of that party's right to judicial review.

(2) Any party adversely affected by a final site plan determination of the planning and zoning board, except determinations made under subsection (I ~~H~~)(1) above, may appeal such determination to the city council. Parties seeking appellate review shall submit a request for appeal to the city clerk within thirty (30) days of the planning and zoning board's determination. The city clerk shall schedule the city council's consideration of the appeal for the next available regular city council meeting and shall provide the party seeking appellate review with written notice of the date, time and location of said meeting. The city council's consideration of the site plan determination being appealed shall be de novo. The city council shall hear and consider evidence and testimony of any interested party and shall either affirm or reverse, wholly or in part, the determination of the planning and zoning board. Failure of any adversely affected party to appeal to the city council pursuant to this section shall be deemed a waiver of that party's right to judicial review.

(J~~I~~) SITE PLAN APPLICATION APPROVED.

(1) Site plan approval shall not relieve the applicant from any other requirement or provision of the city code.

(2) The applicant may be issued a building permit if the ~~community development director~~ City Manager or designee, ~~or~~ planning and zoning board, or City Council has approved the site plan pursuant to this section.

(3) The city may accept an application for a building permit prior to the approval of the site plan for the purposes of conducting a courtesy concurrent review.

(4) No building permits shall be issued until the site plan and all conditions of approval for site plan have been met and the building official has approved the construction drawings.

(K~~J~~) DURATION OF SITE PLAN APPROVAL. Unless a greater time period is specifically approved during the original site plan approval process, an approved site plan shall be valid for one (1) year from the date of said approval. The ~~community development director~~ City Manager or designee may grant one (1) administrative extension for up to one hundred eighty (180) days based on good cause shown provided a written request for extension is submitted prior to the expiration of the site plan.

Section 4. Text Amendment. The Zoning Ordinance of the City of Cocoa, Appendix A, Article XV, Section 7, is hereby amended as follows: (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in Section 7. It is intended that the text in Section 1 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to this Ordinance):

APPENDIX A – ZONING

* * *

ARTICLE XV. – ADMINISTRATION AND ENFORCEMENT; BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY

* * *

~~**Sec. 7. Flag lots.**~~

~~A building permit may be issued in the RR-1 Zoning District (Rural Residential District) for a flag lot as herein defined where the width of such lot does not entirely abut a dedicated and accepted road. Approval for such permits shall be obtained from the Cocoa city council with prior review by the planning and zoning board upon written application to the Cocoa community development director by the owner or purchaser of the lot, plot, tract or parcel. However, an application involving no more than two (2) flag lots per each ten (10) acres under single ownership may be approved by the city community development director after considering the factors outlined below:~~

~~(1) For the purposes of this section, "flag lot" shall mean any lot, plot, tract or parcel of land having a narrow, deeded, strip of land connecting the main body of said lot, plot, tract or parcel to a dedicated and accepted road. For such lots, the lot width, lot depth and front, side and rear lot lines shall be established by the boundaries of the main body of such lot exclusive of the narrow connector strip of land.~~

~~(2) There shall be no more than two (2) "flag lots" subdivided from any one (1) parcel, ten (10) acres or less in size unless approved by the Cocoa city council with prior review by the planning and zoning board.~~

~~(3) Each flag lot shall have a minimum lot area of one (1) acre, excluding the narrow access strip.~~

~~(4) The narrow access strip shall be a minimum of twenty-five (25) feet in width.~~

~~(5) Where more than one (1) access strip is utilized, such access strips, not to exceed twenty-five (25) feet, shall be located side by side and additional access strips shall be a minimum of two hundred eighty (280) feet apart regardless of ownership.~~

~~(6) The narrow strip for each flag lot shall intersect a dedicated and accepted road at no less than a sixty degree (60°) angle.~~

~~(7) Flag lots may be utilized in extremely low density platted subdivisions; provided, however, that such flag lots shall be approved by the Cocoa city council with the prior review and recommendation of the planning and zoning board.~~

~~(8) Any flag lot of record prior to the effective date of this amendment to the zoning laws of the City of Cocoa shall be considered a nonconforming lot of record if the narrow access strip is a minimum of ten (10) feet in width and said lot shall enjoy the same nonconforming rights as set forth in article X, section 3, Appendix A—Zoning, of the City of Cocoa Code.~~

* * *

Section 5. **Incorporation into Code.** This Ordinance shall be incorporated into the City Code of the City of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 6. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent Ordinances and Resolutions adopted by the City Council, or parts of prior Ordinances and Resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 7. **Severability.** If any section, subsection, sentence, clause, phrase, word, or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 8. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2024.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, City Clerk

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

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Lucilene Ribeiro
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

04/24/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 04/24/2024

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

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CITY OF COCOA
NOTICE OF PUBLIC HEARING, ZONING TEXT AMENDMENT
NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY PROPOSE TO CONSIDER THE FOLLOWING:
PZ-24-02000001 – ZONING TEXT AMENDMENT - ORDINANCE 06-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING Chapter 18, Subdivisions, of the Code of the City of Cocoa to create a new Article VII, Lot Splits and Boundary Line Adjustments, and to make certain other amendments to Chapter 18, of the Code as may be necessary to effectuate the new Article VII; providing for amendments to the City's Subdivision application requirements and processing procedures for both Preliminary and Final Plats; altering the requirements for posting security to ensure completion of public improvements prior to Final Plat approval; amending the processing procedures for Site Plans processed concurrently with Plat applications and requiring approval of the City Council on such Site Plans; eliminating specific procedures for the creation of flag lots within the City of Cocoa; changing references to the Community Development Director to the City Manager or his or her designee in the code related to Subdivision and Site Plan Application processing; providing for the repeal of prior inconsistent Ordinances and Resolutions, incorporation into the code, severability, and an effective date.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD FOR THE ITEM ON:
May 1st, 2024
CITY COUNCIL PUBLIC HEARING WILL BE HELD FOR THE ITEM ON:
May 14th , 2024

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:
This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.
Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.
The BOA or PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.
Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.
Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Legislation Details (With Text)

File #:	24-281	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	5/10/2024			**In control:**	City Council
On agenda:	5/14/2024			**Final action:**	
Title:	Request to Postpone to the May 28, 2024 City Council meeting the consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial. (Planning Consultant)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	301 S Cocoa Blvd Location.pdf 301 S Cocoa Blvd FLU.pdf 301 S Cocoa Blvd Zoning.pdf Exhibit D Relevant Excerpt Comp Plan Data and Analysis 2010 (1) Exhibit E - City of Cocoa Entry Signs.pdf Exhibit F - Relevant Excerpt Cocoa Redeveopment Agency Minutes 5-2002 (1).pdf 24-0200001 Application ZMA 301 S Cocoa Blvd.pdf FLU MAP FROM 2010 EAR.pdf P&Z Legal Ad Feb 7_final.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 10, 2024
Agenda Date: May 14, 2024
Prepared By: Stephen Noto, AICP - Planning Consultant
Through: Stockton Whitten - City Manager
Requested Action:
Request to Postpone to the May 28, 2024 City Council meeting the consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial.

BACKGROUND:

The applicant, Ms. Mary D. Solik, Esq., on behalf of the property owner, Biscaya Holdings, LLC., is requesting to amend the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial. The eleven parcel ID numbers that encompass the Subject Property, as part of the Laphams Subdivision as recorded in 1912, are as follows:

• 24-36-33-31-A-5 • 24-36-33-31-C-1 • 24-36-33-31-D-11 • 24-36-33-31-D-12 • 24-36-33-31-D-13 • 24-36-33-31-C-2 • 24-36-33-31-*-R.1 • 24-36-33-31-*-R.2 • 24-36-33-31-*-R.3 • 24-36-33-31-*-R.4 • 24-36-33-31-*-R.5

The reason for the requested change is the applicant has identified that the existing zoning district of C-P is not an applicable zoning district with the current Future Land Use (FLU) designation of MU, Mixed Use, per Figure FLU-1 of the Future Land Use Element. The applicant is planning to redevelop the property in the future but is pursuing this step prior to the formal site plan submittal. While not made part of this submittal package, based on recent discussions with the application, the desire is to develop a “retail automotive gasoline/fuel sales as an accessory use to convenience store”, which would be a special exception use subject to certain conditions in the C-N if the rezoning were approved. However, the applicant has not identified an intended use of the property in the rezoning application. A more detailed analysis of the zoning and FLU applicability issue will be provided later in this staff report.

The subject property has had the current FLU Designation of MU, Mixed Use, since 2010. The City adopted EAR Based Amendments via Ordinance 11-2010, which included the creation of the MU Policies and Map M-I-7: Future Land Use Map. That map, which is attached to this report as a reference, shows the subject property having MU FLU.

In 2022, ModWash, LLC, applied for a Zoning Map Amendment (ZMA) and Comprehensive Plan Map Amendment (CPA) for the subject property. The CPA was to amend the future land use designation from MU, to COMM, Commercial. The ZMA request to rezone the subject property was from C-P, to C-G, General Commercial. The purpose of the requests was in order to construct a 4,320 sq. ft. self-serve carwash with amenities.
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or a variety of factors, staff at that time recommended denial of both requests, and the project did not move forward past the May 4, 2022 Planning & Zoning Board Meeting. Some of the facts of that case are similar in this scenario, and may also be touched upon in this staff report.

Future Land Use Designation: Current: MU, Mixed Use

Zoning District: Current: C-P, Commercial Parkway

Proposed: C-N, Neighborhood Commercial

Existing Land Use: Commercial Related Amenities, Vacant Commercial Land

Council District: District 1 - Councilmember Goins

Legal Ad Date: January 23, 2024

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses

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North	MU, Mixed Use	PUD, Planned Unit Development; C-N, Neighborhood Commercial	Used Automobile Sales
South	COMM, Commercial	RU-1-7, Single-Family Residential District	Garage/Auto-Body/Auto Paint Shop
East	MU, Mixed Use; COMM, Commercial	RU-2-15, Multiple Family Dwelling	Commercial Related Amenities/Dealership Sales/Service Center/Vacant Commercial Land/Parking Lot Commercial
West	MU, Mixed Use	RU-1-7, Single-Family Residential District	FEC Railroad/Recreation Hall/Vacant Commercial Land/State Owned Land-Vacant

I. Rezoning Analysis

The Planning & Zoning Division staff have addressed the criteria contained in Appendix A of the City of Cocoa, Article XXI, Section 1(G) as follows:

a. *The proposed change is contrary to the established land use pattern.*

Staff Finding: The City's FLU Map provides for a Mixed-Use (MU) FLU Corridor on the south side of SR520/King St. that extends from S. Fiske Blvd. east to Cocoa Village/Riveredge Blvd. This area falls within parts of both the Diamond Square CRA and the Cocoa CRA. As shown on the Cocoa CRA map, the MU FLU extends north at the intersection of SR520/King St. and US 1. There are a number of zoning and FLU applicability conflicts within this corridor, as many parcels have C-G and C-P zoning, which are not applicable with the MU FLU, as noted in Figure FLU-1 in the Future Land Use Element of the Comprehensive Plan.

As a result of these consistency and applicability issues, the City is embarking on a Visioning Study to best determine how to manage and direct the needed zoning changes along the corridor, while also meeting the intent of the MU FLU designation, which is copied for convenience below:

> "Per Policy 1.1.2.6: Mixed-Use (MU). The Mixed-Use land use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1). The mixed-use could be developed as single uses on separate parcels or as a mixture of uses

within a single development. Based on current land use trends, the City estimates that the mix of uses in the mixed-use category will be 50 percent residential and 50 percent non-residential. The Floor Area Ratio (FAR) measure shall not be applied to residential developments, or the residential portion of a mixed-use building or development. The following criteria shall be used for determining appropriate locations for mixed-use land use areas.

A. Areas within a quarter mile walking distances of public transit stations, transitional areas between high and low intensity uses, and areas adjacent to major corridors within the City are appropriate for Mixed-Use category.
B. The land development regulations implementing this category shall encourage a compact and walkable environment to reduce vehicle miles of travel and encourage use of public transit.
C. Development within mixed-use shall be encouraged to follow Transit Oriented Design (TOD) principles.
D. Unified architectural and streetscape themes are encouraged for all developments within the Mixed-Use category.
E. Mixed use buildings within a single development will be highly encouraged in this category.
F. For a mixed-use building, only retail sales, offices and services and restaurants are permitted on the ground floor.
G. If residential housing units are developed as part of a vertical mixed-use project a bonus of up to 5 units per acre may be achieved.
H. For the purposes of analyzing public facilities impacts of proposed Future Land Use Map amendments, a mix of 50% residential and 50% non-residential land area split shall be utilized."

As part of the Visioning Study, it is possible that different performance standards may be implemented within the corridor to protect neighboring uses from more intense commercial uses, such as enhanced landscape or setback standards, architectural standards, or lot design standards. Given the vision of the MU FLU designation, it is clear that a different type of development environment is desired in the area that incorporates Transit Oriented Design principles, unified architectural and streetscape themes, and encourages vertical mixed-use development, which may also impact the allowed zoning districts in the MU FLU designation and the permitted and special exception uses within those applicable zoning districts.

The City recently released RFP # P-24-04 COC, Professional Services for New Community Redevelopment Plan Update. This RFP was issued by the Cocoa Community Redevelopment Agency (CRA), the Diamond Square Community Redevelopment Agency, and the City, in order to review and update both the CRA Plan for the Cocoa CRA and the Diamond Square CRA. Of note from this update is that not only is the subject property located within the Cocoa CRA, but it is also directly adjacent to the Diamond Square CRA. Additionally, one of the Visioning and Revitalization Efforts required of the RFP includes both CRA Districts with a "particular focus on the SR 520 and US 1 corridors".

In the Data and Analysis of the City's Comprehensive Plan from 2010, as prepared by Land Design Innovations, a number statements were made, which were subsequently adopted by the City, related to mixed use development, the need for high quality redevelopment, and the City's vital corridors. The following excerpts from said document are provided for context when considering the intent of the MU FLU designation and the surrounding land use patterns of the subject property:

1. The intent of the category is to *encourage the development of compact mixed-use centers and avoid a strip commercial development pattern*. This category is not intended to require a mix of uses for each site, but rather to achieve an area-wide mix of uses.

Staff Note: The intent of the MU designation may not be fully realized through the existing land use pattern, given that the zoning districts that are currently compatible with it, per the Comprehensive Plan, allows for use types that generally are part of strip commercial development. This is one of several reasons why the City is taking on additional Visioning reviews, and why this specific request and application is not timely.

2. The Mixed-Use land use is applicable to areas generally along SR 520 (King Street) and US 1. The FLUM shows 120 acres of Mixed-Use. The City anticipates that by 2020, the mix of uses in the Mixed-Use land use category will be about 50% nonresidential and 50% residential.

3. Weaknesses identified in 2004 Analysis of Economic Development Environment in the City by the University of Florida:
    a. Too many greyfields, brownfield areas and distressed commercial corridors in the City. The U.S. 1 corridor has many vacant strip malls, which are considered unsightly and a deterrent for businesses.
    b. Need for continued and stricter aesthetics and design standards for the corridors. The buildings on the commercial corridors lack quality architecture design and landscaping and streetscape features.
    c. Lack of quality affordable housing and diversity of housing choices for middle and | upper income home buyers.
    d. Negative self-image and lack of an articulated and shared community vision of the City.

Staff Note: As seen in 3b, 3c, and 3d, above, there remains a need for the City to incorporate aesthetic and design standards for its vital corridors. While the City has taken significant efforts to assist with this effort, such as the gateway corridor signage that was installed at the intersection of SR 520 and US1, more work is required for the City to realize its ultimate goals and objectives. Without this work, the proposed rezoning would not be consistent with the established land use pattern as envisioned by the City's Comprehensive Plan.

4. SR 524, US 1, SR 501, and SR 520 are the major commercial corridors of the City. They consist primarily of auto-oriented strip shopping centers that lack adequate pedestrian and bicycle access. The developments along these corridors also lack quality architectural design and adequate landscaping and are generally poorly maintained.
5. The City adopted a Vision Plan in June 1996 to guide the future development of the City. The plan included the analysis of the physical, social and economic conditions of the City. The plan identified two primary challenges facing the City - improving the general image of the City and diversification and strengthening of the City's economic base. The Vision Plan included economic, land use, urban design, infrastructure and governmental and administrative strategies for future development, including a conceptual long range master land use plan and an action plan to implement the vision.
6. Both the 1996 vision plan and the 2006 workshop identified similar issues including lack of identity, economic development and affordable housing. The City has consistently taken efforts to address and overcome these issues by implementing the goals and objectives of the vision plan and will continue these efforts.
7. SR 520, U.S. 1, SR 524, Dixon Boulevard and Fiske Boulevard (SR 519) are the major commercial corridors in Cocoa. These major corridors should be developed as mix-used corridors.

Staff Note: This observations of 4-7 further emphasizes the great need for thoughtful design standards to be applied to the corridor.

The above information provides context to the historical policy direction of the City, and how additional work is needed to ensure that these policies are seen through. The existing land use pattern of the area can be generally described as strip commercial that has either gone through multiple generations of re-use or been redevelopment in a manner that is not realizing the full desire of the mixed-use policies or desires of the City that have been consistent for close to thirty years. It would be of great benefit to the City that this vital corridor, which impacts both the Diamond Square and Cocoa CRA's, as well as the Cocoa Village, be development in a manner that meets the full intent and requirements of the code.
As mentioned above, there is one structure of significance north of this site in the Florida Department of Transportation (FDOT) right-of-way (ROW). The structure is one of the four "Cocoa" signs as depicted in Exhibit E. The four corners of the major arterial intersection are the western historical entrance to Cocoa Village and the Cocoa Community Redevelopment Agency (CRA). The work to make the intersection prominent began in May of 2002 when the Cocoa Redevelopment Agency voted to start the process to vacate Stone Street and to acquire the needed properties for the sign. See Exhibit F. Cocoa Redevelopment Agency minutes show the desire to redevelop the land at this

intersection since 2002. It is important that this prominent corner, announcing the entrance to downtown Cocoa, be developed consistently with the City's expressed long -term land use goals and vision for the corridor, which is a mixed-use center.

As such, the permitted uses in the C-N should be analyzed in light of mixed-use center policies of the City Council and the existence of the "Cocoa" sign directly in front of the subject property, making it one of the most prominent gateways of the City. The C-N district would allow:

(1) Retail stores, sales and display rooms (except automotive) and similar uses, including places such as bakeries in which goods are produced and sold at retail upon the premises.
(2) Personal service establishments such as beauty and barbershops, laundry and dry cleaning pickup stations, tailor shops and similar uses.
(3) Professional offices, studios, clinics, laboratories, general offices and similar uses.
(4) Restaurants, subject to the following:
a. Outdoor entertainment shall be prohibited;
b. The restaurant shall be required to close no later than 10:00 PM on Sunday through Thursday and no later than 12:00 AM on Friday and Saturday; and
c. Walls and/or opaque vegetative screening buffers shall be required between the restaurant and adjacent properties with residential zoning designations.
(5) Multiple-family and single-family residences as regulated in section 5, RU-2-15 District.
(6) Financial institutions.
(7) Pharmacy, medical marijuana treatment center dispensing facilities, apothecary and optical services. Medical marijuana treatment center dispensing facilities shall not be located within five hundred (500) feet of the real property that comprises a public or private elementary, middle or secondary school, unless the city council approves the location at a public hearing and determines that the location promotes the public health, safety, and general welfare of the community, or as otherwise provided in F.S. Ch. 381, as may hereafter be amended.
(8) Child care centers, day nurseries of kindergartens.
(9) Package store, beer and wine.

In addition, special exception uses that would be permitted include bars and lounges, with or without a package store; package stores; and retail automotive gasoline/fuel sales as an accessory use to convenience stores, with certain conditions.

Many of these uses may not be desirable at the most prominent gateway to the City nor consistent with the mixed-use vision, including pharmacies and medical marijuana treatment center facilities, package stores, and bars and lounges.

b. *The proposed change would create an isolated district unrelated to adjacent and nearby districts.*

Staff Finding: As seen on the City's zoning map, the corridor in general is a mix of C-G, C-P, and C-C zoning. The closest parcels with C-N zoning are at the intersections of Blake Ave. and Bernard St., the western terminus of Whaley St. (Emma Jewel Charter Academy), and a parcel at the termini of Bernard St./Thomas Ln./Pineapple Ave. that is owned by the City. None of those parcels have the MU FLU designation, however. Other C-N parcels are generally located on Peachtree St. between Pineda St. and Prospect Ave., as well as a portion of the northeast side of the City along SR 524, 501, Dixon Blvd. and US 1. The locations, however,

have FLU designations of Neighborhood Commercial (NCOMM) or Commercial (COMM). None of the properties with a current C-N zoning district have frontage along SR 520 or are located in the SR 520 corridor. The closest C-N zoned property is located 0.35 miles away, which would result in an isolated zoning district were the subject property be rezoned as C-N.

Additionally, the locations of said existing parcels with C-N zoning better meet the intent of the C-N district as defined in Section 11: "The provisions of this district are intended to apply to an area adjacent to major arterial streets and convenient to major residential areas. The types of uses permitted are intended to serve the consumer needs of nearby residential neighborhoods as well as the commercial needs of the motorist. Lot sizes and other restrictions are intended to reduce conflicts with adjacent residential uses to minimize the interruption of traffic along thoroughfares."

Access to nearby neighborhoods is very complex in this area. Due to the vacation of Stone St., and subsequent lack of pedestrian connectivity to the Diamond Square neighborhood to the west, accessibility to the site is limited to mainly vehicular use. While there are multiple curb-cuts and access points from SR 520/King St. and the prior Stone St. right-of-way (ROW) curb cut on U.S. 1 east of the railroad tracks, it is very unclear how the intent of both the MU FLU designation and C-N zoning will be met. In fact, for all of the aforementioned existing properties with C-N zoning, they each are located directly adjacent to property that is zoned for residential purposes, such as RE (Residential Estate), RU-1-7 (Single Family Residential), RU-2-15 (Multiple Family Dwelling District). These locations are consistent with the intent of the C-N district to be located "convenient to major residential areas."
In this case, the proposed C-N rezoning would not be located conveniently to a major residential area as it is separated from the Diamond Square residential community by the railroad tracks as well as both C-W and C-G zoned property lining the railroad tracks on the western side.

Based on an analysis of both the zoning and FLU maps, there does not appear to be one parcel within the City that has the MU FLU and the C-N zoning designation. As part of the applicant's petition, they noted that adjacent and nearby properties all have commercial zoning (none neighborhood commercial). While there is a mixture of commercial zoning districts in the area, the application did not provide the additional detail that the C-G and C-W parcels to the west, on the southside of SR520/King St., and the C-P parcels in the immediate area, are not applicable with the MU FLU designation as shown in Figure FLU-1 of the Future Land Use Element. As previously noted, the City has identified these inconsistencies and has begun a Visioning study to determine the most appropriate manner to encourage consistency between the zoning categories and the Comprehensive Plan, as well as two CRA studies to best determine the appropriate redevelopment strategies of the SR 520 and US 1 corridor.

c. *The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.*

Staff Finding: The proposed change has the potential to alter the population density pattern. While the application has stated that no residential development is proposed, the application also did not provide a conceptual plan to detail what the proposed development is. As such, the proposed zoning district of C-N, Neighborhood Commercial, does allow, by right, multiple-family and single-family residences, as regulated in Section 5, RU-2-15 District. The RU-2-15 district allows a maximum of 15 dwelling units per acre, which could yield a maximum of 21

dwelling units on the Subject Property. As previously noted, impacts to the streets and access are also unknown due to the existing curb cuts on SR 520/King St., US 1, and Stone St. Without a full analysis, the impact to public facilities is unknown.

d. *Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*

Staff Finding: The existing boundaries are not illogically drawn in relation to existing conditions on the property. The property is currently vacant. While rezoning it to C-N would resolve the applicability and consistency with the MU FLU, as previously noted, there are no other C-N properties in the area, and would therefore create an isolated district that is illogically drawn. The existing C-P zoning district is consistently found on the four corners of the U.S.1 and SR 520 intersection and south of the subject property.

By contrast, were the property to be rezoned to C-N, the intent of the district would not be met based on the location and conditions of the existing property due to its lack of convenience to adjacent neighborhoods.

e. *The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.*

Staff Finding: The existing FLUM designation of the subject property is MU. The proposed rezoning would be consistent with Figure FLU-1 of the Future Land Use Element as C-N is identified as an applicable zoning district within the MU designation.

The MU district is detailed as follows:

> Policy 1.1.2.6: Mixed-Use (MU). The Mixed-Use land use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1). The mixed-use could be developed as single uses on separate parcels or as a mixture of uses within a single development. Based on current land use trends, the City estimates that the mix of uses in the mixed-use category will be 50 percent residential and 50 percent non-residential. The Floor Area Ratio (FAR) measure shall not be applied to residential developments, or the residential portion of a mixed-use building or development. The following criteria shall be used for determining appropriate locations for mixed-use land use areas.
>
> A. Areas within a quarter mile walking distances of public transit stations, transitional areas between high and low intensity uses, and areas adjacent to major corridors within the City are appropriate for Mixed-Use category.
> B. The land development regulations

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implementing this category shall encourage a compact and walkable environment to reduce vehicle miles of travel and encourage use of public transit.

C. Development within mixed-use shall be encouraged to follow Transit Oriented Design (TOD) principles.

D. Unified architectural and streetscape themes are encouraged for all developments within the Mixed-Use category.

E. Mixed use buildings within a single development will be highly encouraged in this category.

F. For a mixed-use building, only retail sales, offices and services and restaurants are permitted on the ground floor.

G. If residential housing units are developed as part of a vertical mixed-use project a bonus of up to 5 units per acre may be achieved.

H. For the purposes of analyzing public facilities impacts of proposed Future Land Use Map amendments, a mix of 50% residential and 50% non-residential land area split shall be utilized.

The application that was provided noted that the proposed uses on the property are “Commercial uses consistent with C-N zoning”. The applicant has had at least two pre-application meetings with the City in order to redevelop the property with what the Code defines as “Retail automotive gasoline/fuel sales as an accessory use to convenience stores”. That said use is a Special Exception within the C-N zoning district. In the event the applicant does pursue such a use, they will be required to meet the five (5) conditions for Retail automotive gasoline/fuel sales as an accessory use to convenience stores as detailed in Section 11(C)(10), and Article XVII, Section 2.

In addition, as mentioned earlier, the City is undertaking multiple studies to determine the best path forward to bring parcels that are not consistent with the Comprehensive Plan in to compliance, as well as how to manage the existing CRA’s. This may include further modifications to the Land Development Code having to do with design, uses, and other bulk regulations as detailed above in subsection (a).

f. *Changed or changing conditions make the passage of the proposed amendment necessary.*

Staff Finding: The existing zoning district is not compatible with the FLU designation of the subject property. As a matter of consistency and compatibility, a property should have a zoning district that is compatible with the FLU designation. However, the corridor has not seen significant change that would make the proposed amendment necessary. The MU FLU was established in 2010 in an effort to promote mixed-use developments. As previously noted in the report, this specific intersection is seen as having high importance to the Diamond Square CRA, Cocoa CRA, SR 520/US1 intersection, and the Cocoa Village. A more appropriate zoning strategy should be undertaken to support redevelopment on the subject property, that

is consistent with the vision and possible changing conditions in the corridor.

g. *The proposed change will adversely influence living conditions in the neighborhood.*

Staff Finding: The Subject Property was previously developed with commercial uses with curb -cuts on SR520/King St. and US1. The impact to the surrounding neighborhoods is unknown as a final use is unknown. The applicant or eventual developer of the subject property will be required to meet or exceed the requirements of the Land Development Code and Comprehensive Plan.

h. *The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*

Staff Finding: The proposed change may impact traffic congestion and flow, however the full impacts will not be fully reviewed until site planning when a traffic study is reviewed. It is anticipated that the number of curb cuts will be modified to better limit access.

i. *The proposed change will create a drainage problem.*

Staff Finding: No drainage problems are anticipated as a result of the rezoning. Any new construction would be required to comply with all applicable regulations and permitting requirements.

j. *The proposed change will seriously reduce light and air to adjacent areas.*

Staff Finding: Any new construction is required to meet the requirements of the City Code to ensure light and air to adjacent areas are not reduced. It is not anticipated that this project will bring such negative impact.

k. *The proposed change will adversely affect property values in the adjacent areas.*

Staff Finding: It is not anticipated that property values would be affected by the proposed rezoning. Uses that are similar in nature generally have a positive value impact upon each other.

l. *The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.*

Staff Finding: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property. Development of the property will be self-contained, which will result in little to no impact on the improvement or development of other properties but result in an overall negative impact to the MU FLU vision.

m. *The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Staff Finding: The proposed change will not constitute a grant of special privilege to the

property owner of the subject property as contrasted with the public welfare.

n. *There are substantial reasons why the property cannot be used in accord with existing zoning.*

Staff Finding: The existing C-P zoning is not compliant with the existing FLU designation of MU, Mixed Use. A zoning change is required to redevelop the property. However, as noted previously, greater coordination is needed between the applicant and the City to maximize the existing growth policies, existing vision, and visioning scopes that will impact the development potential of the property.

o. *Whether the change suggested is out of scale with the needs of the neighborhood of the city.*

Staff Finding: The proposed rezoning creates a situation whereby the zoning category that is requested would be the only property with the requested category of C-N. The impacts of such a change is unknown and as a result, the City is beginning a visioning exercise of the corridor to better understand how to bring the zoning and FLU designations in to compliance. That action will be provide better direction and understanding of what the needs of the neighborhood and City are.

p. *It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Staff Finding: The applicant has stated on the application that without the change, the property owners are deprived of any use of their property.
As explained above, the City is embarking on a Visioning Process to ensure that an appropriate zoning designation with design standards and regulations consistent with the MU FLU will be applied as soon as possible. The application further details that the proposed use is “Commercial uses consistent with C-N zoning”. As previously noted, the applicant has had multiple pre-app meetings outlining their intent to construct a “Retail automotive gasoline/fuel sales as an accessory use to convenience stores”. There are many other sites where such a use could occur, though the applicant does not own those parcels.

Consistency with Comprehensive Plan Policies and Objectives

The proposed C-N zoning is applicable with the MU FLU designation per Figure FLU-1 in the Comprehensive Plan. However, there are concerns with some of the uses of C-N and their consistency with MU Policy 1.1.2.6.

As has been noted in the staff report, the City is undertaking significant visioning studies to manage the zoning and future land use consistency issues along the SR520 and US 1 corridor. Such efforts are supported by the Comprehensive Plan via the following policies:

- FLU Element, Objective 1.1.10: The City shall maintain, amend and develop land development regulations that guide future growth and development, discourage the proliferation of urban sprawl and implement the goals, objectives and policies of this comprehensive plan.

- Policy 1.1.10.7: Existing land uses which are incompatible or inconsistent with the City's Future Land Use Map will continue to be identified and addressed.

- Policy 1.1.10.8: Within three years after the adoption of the comprehensive plan update, the

City shall have eliminated all inconsistencies between the Official Zoning Map and the Future Land Use Map.

- Policy 1.1.10.9: The City shall consider conducting a survey to identity the incompatible uses in the CRAs and major commercial corridors.

- Policy 1.1.10.10: The City shall review the non-conforming section of the land development code to ensure its effectiveness.

- Policy 1.1.10.11: Land development regulations must be made consistent with updates to the comprehensive plan within one year of the plan amendment submittal, as required by F.S.

It is noted that time has passed since certain comprehensive plan policies have been adopted, which is why the City is aggressively moving forward to rectify zoning and FLU inconsistencies.

Concurrency Management/Adequate Public Facilities

Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City's adopted Comprehensive Plan.

Consistent with the requirements of Article IV (Concurrency Management System), Chapter 15 of the Code of the City of Cocoa, the applicant/developer will be required to submit a final application for concurrency review prior to issuance of any City of Cocoa permits. If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan is identified, necessary and appropriate mitigation will be required to be addressed prior to construction. However, because the maximum density remains unchanged, no further impact to public facilities is anticipated.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

On February 7, 2024 the Planning and Zoning Board recommended denial to City Council.

RECOMMENDED MOTION:

Request to Postpone to the May 28, 2024 City Council Meeting the consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation

of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial.

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N

COCOA
FLORIDA

301 S Cocoa Blvd Location

January 11, 2024

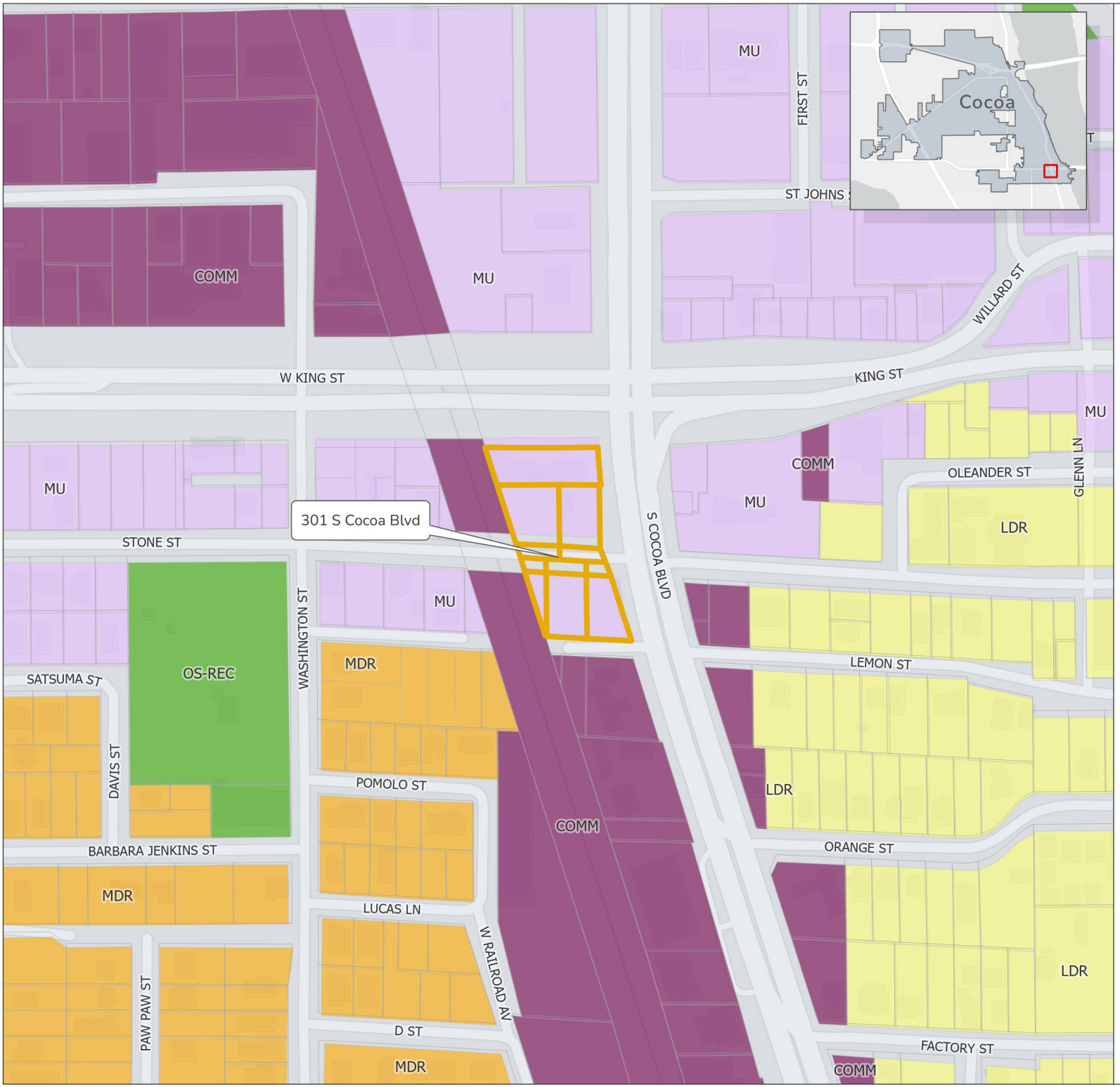
Subject Parcels

Parcels

Cocoa City Boundary

0 200 400 Feet

P20240108-103001.0.1



301 S Cocoa Blvd Future Land Use

January 11, 2024

Subject Parcels

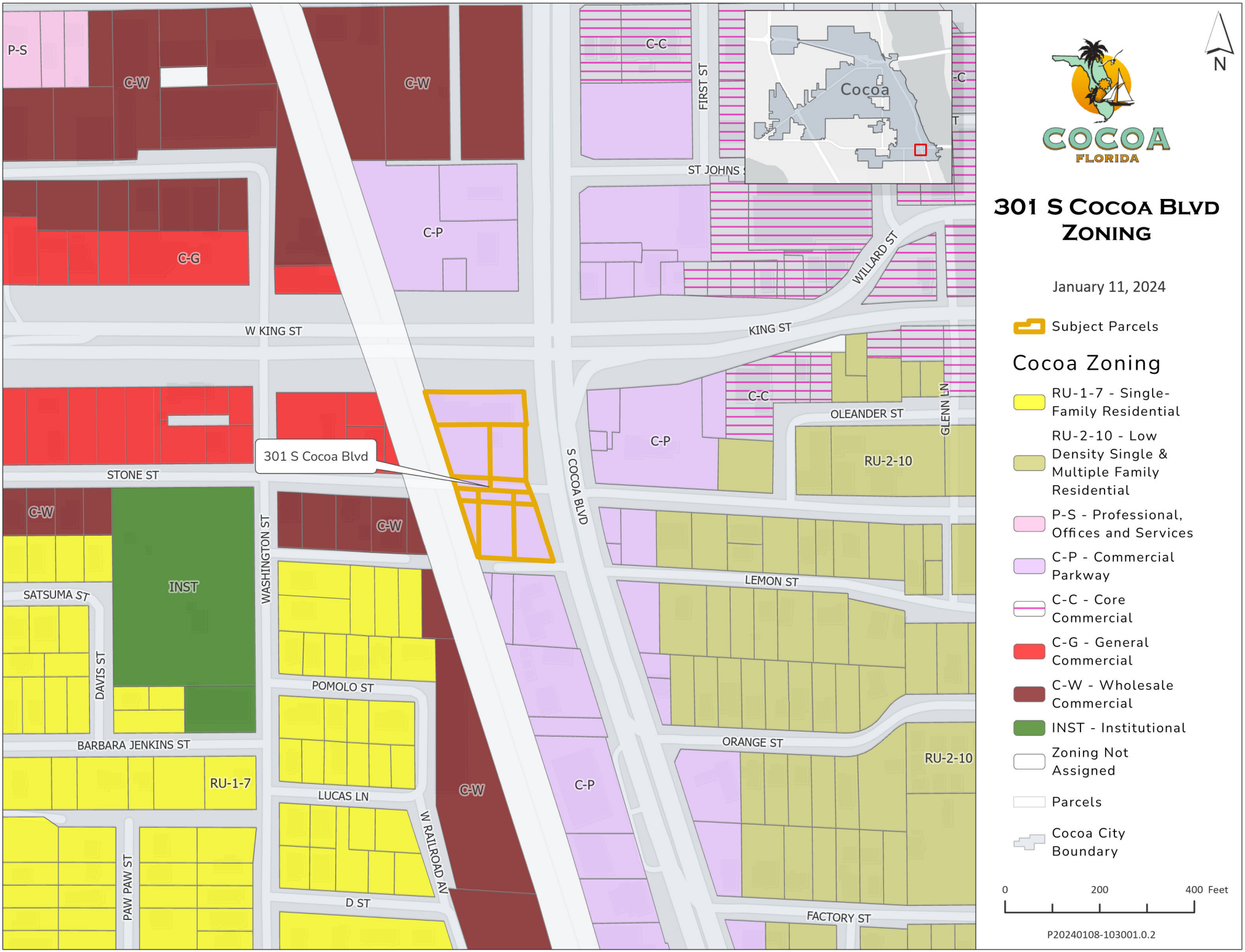
Future Land Use

- Low Density Residential
- Medium Density Residential
- Commercial
- Mixed Use
- Recreation/Open Space
- Parcels
- Cocoa City Boundary

N

0 200 400 Feet

P20240108-103001.0.3



COCOA
FLORIDA

N

301 S Cocoa Blvd Zoning

January 11, 2024

Subject Parcels

Cocoa Zoning

- RU-1-7 - Single-Family Residential
- RU-2-10 - Low Density Single & Multiple Family Residential
- P-S - Professional, Offices and Services
- C-P - Commercial Parkway
- C-C - Core Commercial
- C-G - General Commercial
- C-W - Wholesale Commercial
- INST - Institutional
- Zoning Not Assigned
- Parcels
- Cocoa City Boundary

0 200 400 Feet

P20240108-103001.0.2

CITY OF COCOA
COMPREHENSIVE PLAN

DATA & ANALYSIS

October 2010

Prepared By:

LAND DESIGN INNOVATIONS
Incorporated

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and

City of Cocoa
Community Development Department
65 Stone Street
Cocoa, Florida 32922

By adding the approved units (2,750 units) and the potential units (3,453 units), the City has a total development potential of 6,203 new residential units. By 2020, the City would have 14,735 dwelling units, which is calculated by adding the potential new units (6,203) to the existing units (8,532). Comparing the need (15,027) with the holding capacity (14,735), the City will have a deficit of 292 residential units.

Residential development will be accommodated based on the following ranges of density (see mixed-use category below for additional areas allowing residential uses):

- Very Low Density Residential – Up to 4 units per acre
- Low Density Residential – Up to 7 dwelling units per acre
- Medium Density Residential – Up to 15 dwelling units per acre
- High Density Residential – Up to 25 dwelling units per acre

c. Future Commercial Land Use

The commercial category will primarily consist of commercial and office uses. Projections of future commercial land were based on current ratio of land use to population. Based on the 2009 population of 16,825, the ratio is currently 30 commercial acres per 1,000 residents. This ratio includes the commercial development included within mixed-use areas. Applying the 2009 ratio to the 2020 population projection, the City would need a total of 906 commercial acres.

Economic development is one of the big focuses of the City. In order to encourage economic activities, the City needs to increase the current land use allocation percentage for the commercial activities. The FLUM designates 1,150 acres of commercial land use. The acreage is split between commercial acres (867 acres/77%) and neighborhood commercial acres (284 acres/23%).

d. Future Mixed-Use Land Use

In addition to the more traditional commercial land use category, the City is establishing a mixed-use land use category to support commercial development in a mixed-use setting with supporting residential uses. The intent of the category is to encourage the development of compact mixed-use centers and avoid a strip commercial development pattern. This category is not intended to require a mix of uses for each site, but rather to achieve an area-wide mix of uses.

The Mixed-Use land use is applicable to areas generally along SR 520 (King Street) and US 1. The FLUM shows 120 acres of Mixed-Use. The City anticipates that by 2020, the mix of uses in the Mixed-Use land use category will be about 50% non-residential and 50% residential.

e. Future Regional Activity Center

The Regional Activity Center (RAC) land use category allows compact, high intensity and mixed-use developments on parcels with land area of 50 acres or more. The amount of RAC acreage required to meet future growth is shown in **Table I-4**. Currently, there are approximately 270 acres of land designated RAC on the FLUM. The RAC areas are located at the intersection of I-95 and SR524, known as Brevard

Crossings Regional Activity Center. The RAC acreage is not expected to grow through the planning horizon.

f. Future Industrial Land Use

Industrial land use projections were calculated using the same basic methodology as described above for commercial lands. The amount of industrial acreage required to meet future growth is shown in **Table I-4**. Currently, there are approximately 675 acres of developed industrial lands within the City of Cocoa, or 40 acres for every 1,000 residents. Based on the projected population for 2020, there would be a need for 1,230 acres of industrial land use, using the 2009 ratio. The 2020 FLUM provides 1,245 acres for industrial uses, allowing a 15-acre surplus.

Industrial uses tend to benefit an economy more than other uses such as residential and institutional. To enable desirable future economic development outcomes, the City needs to increase the current land use allocation percentage for the industrial activities. Based upon the current work force and community needs, it is projected that the demand for industrial uses will increase. Therefore, the City may need additional industrial land acreage to meet the future demand.

g. Future Institutional Land Use

Currently, the City of Cocoa has a low percentage of institutional land use as a percentage of overall land use The institutional uses owned by non-profit and public organizations do not contribute to ad-valorem taxes; therefore, a smaller percentage of these uses is not a negative indicator for the City. However, the City needs land in this category to accommodate those institutional uses that are generators of public activities (such as civic centers, museum and arena) to offset lost ad-valorem taxes from other institutional uses that do not pay ad-valorem taxes. Based upon an analysis of existing and future needs, the City anticipates the need to acquire additional land to accommodate its public facility and service functions as the population increases. **Table I-4** indicates an increase in demand for institutional acres (1,140 acres by 2020 over the 626 acres in 2009). The increase is based upon an average of 37 acres per 1,000 residents. The 2020 FLUM shows a total of 249 acres of institutional land use, which indicates a deficit of 891 acres. Therefore, the City needs additional institutional land acreage to meet the projected future demand.

h. Future Recreation/Open Space Land Use

Currently, the City of Cocoa has 156.66 acres of recreation and open space lands within the City, 71 acres of which are designated Recreation and Open Space on the Future Land Use Map. This translates into an actual level of service of 6.91 acres/1,000 population. With a projected total population of 30,656 persons by 2020, the City will have an excess of 118.34 acres of recreation and open space land to meet the future demand. Therefore, it is not anticipated that the City will require additional lands for the Recreation and Open Space future land use category over the 10 year planning horizon.

i. Future Conservation Land Use

This land use category includes those lands that contain valuable and threatened natural resources such as floodplains, estuarine properties and unique ecological communities. Several areas in the central portion of the City and along US 1 have already been designated as conservation, but there may be other noteworthy areas identified in the future which may be considered for conservation designation on the Future Land Use Map. Additional conservation lands can also be anticipated with annexations of natural resources.

4. Need for Redevelopment

The City of Cocoa contains limited areas of blight characterized by aging buildings, inadequate and obsolete infrastructure and lack of employment opportunities. Under Florida law (Chapter 163, Part III, F.S.), local governments are permitted to designate areas as Community Redevelopment Areas where deterioration is severe or widespread. The City of Cocoa has established three community redevelopment areas (CRAs), including the Cocoa (Downtown) CRA, the U.S. 1 Corridor CRA and the Diamond Square CRA, encompassing a total 1,403 acres. **Map I-8** shows the location of the City's redevelopment areas.

The Cocoa (Downtown) CRA was established in 1998 and encompasses approximately 280 acres, with its boundaries extending north to Mitchell Street, south to the City limits, west to the railroad tracks and east to the Indian River Lagoon. The Cocoa Community Redevelopment Agency sponsors a Commercial Façade Improvement Program to benefit property owners in the Cocoa (Downtown) CRA. Matching grants of up to $10,000 are available per commercial parcel to qualified owners. Cocoa Village, located in the Cocoa downtown CRA, is the best example of the City's successful redevelopment efforts.

The U.S. 1 Corridor CRA was established in 1998 and encompasses approximately 805 acres, with its boundaries extending north to Clearlake Road, south to School Street, west to the Fiske Boulevard and east to U.S. 1. The U.S. 1 Corridor Redevelopment Agency also sponsors a Commercial Façade Improvement Program. Matching grants of up to $10,000 are available per commercial parcel to qualified owners.

The Diamond Square CRA, created in 1998, is located on the southern border of the City and is approximately 318 acres in size. The Diamond Square CRA encompasses the area bordered by Oleander Road on the west, School Street on the north, railroad tracks on the east and Poinsetta Drive on the south. The Diamond Square Redevelopment agency sponsors façade improvement programs that offer a matching grant of up to $2,500 per residential parcel and $10,000 per commercial parcel to qualified owners. The agency provides funding at a maximum of $2,000 per program to programs whose services are located within the Diamond Square CRA and whose program goals match one or more of the goals of the agency. The agency also offers a first time homebuyers program and a drainage improvement program.

In addition to the creation of the community redevelopment areas, the City has focused other targeted efforts on economic development in the City. Economic Development is discussed in **Section E** of this element.

5. Proposed Development and Redevelopment of Flood Prone Areas

Floodplain areas, as defined by the Federal Emergency Management Agency, include the 100-year floodplain (Zone AE) and the velocity zone (Zone VE). Flood-prone areas in Cocoa are depicted in **Map XII-2** in the Conservation Element. Much of the development within flood-prone areas occurred before the adoption of state and local regulations in the early 1980's.

Implementation of the comprehensive plan goals, objectives and policies and enforcement of the land development regulations will direct new growth away from areas particularly susceptible to flooding from severe storms or hurricanes and will ensure that all redevelopment activities will be consistent with regulations that result in their safe construction.

6. Dredge Disposal

As noted in the inventory section, there are currently no dredge spoil sites within the City.

7. Hazard Mitigation

The Brevard Local Mitigation Strategy is the guiding plan for local governments in the County's coastal planning area. The City has not prepared a Post-Disaster Redevelopment Plan, nor has Brevard County.

The City of Cocoa's coastal planning area includes the parts of the City that are adjacent to the littoral area along the Indian River Lagoon. The entire coastal planning area within the City of Cocoa is predominantly developed. There are a number of water-dependent uses, including recreation sites, boat ramps and marinas. None of the water-dependent land uses can be relocated. In addition to these water-dependent uses, there are a number of single family residential uses and water-related uses in the coastal high hazard area. Water-related uses include numerous commercial enterprises, such as boating and other marine related facilities. There are also several publicly owned parks along the Indian River Lagoon. The City does not currently anticipate the need to relocate, modify, or acquire any of these uses which it does not already own. However, in the wake of a storm event, City personnel will make inspections of all damaged structures. When the City has determined that a structure has suffered damage of greater than fifty percent (50%) of its value, the City will require that the owner rebuild landward of the existing structure or modify the structure in such a way that additional damage is unlikely. In some instances, the City may consider acquiring damaged structures and their lots in order to expand park areas or prevent build-back in areas of extensive erosion.

The City is mostly built out within the coastal planning area with the exceptions of one or two sites on the Indian River Lagoon. The vacant areas consist primarily of low density residential properties with some scatted commercial properties within the downtown. Commercial and residential land uses within this area are expected to continue as the predominant activities. The City of Cocoa land development code addresses lot coverage, setbacks from wetlands and water bodies, and protection of native vegetation by new development and redevelopment projects. Therefore, no special consideration for proposed land uses is necessary over and above those required to deal with the existing land uses addressed above. However, if older neighborhoods or communities are scheduled to be

revitalized or redeveloped, hazard mitigation should be an aspect considered and integrated into the project prior to the time of development approval.

D. GREEN HOUSE GAS REDUCTION AND ENERGY CONSERVATION

Greenhouse gases (GHGs) are the gases in the atmosphere that trap heat. Carbon dioxide, methane, nitrous oxide, ozone and fluorinated gases are some of the most abundant GHGs in the atmosphere. Some of the GHGs, such as carbon dioxide, occur naturally in the atmosphere through natural processes and human activities. Other greenhouse gases (e.g., fluorinated gases) are created and emitted solely through human activities. The greenhouse gases that enter the atmosphere because of the human activities are listed below.

- Carbon Dioxide - Burning of fossil fuels (oil, natural gas, and coal), solid waste, trees and wood products, and also as a result of other chemical reactions (e.g., manufacture of cement).
- Methane – Production and transport of coal, natural gas, and oil. Methane emissions also result from livestock and other agricultural practices and by the decay of organic waste in municipal solid waste landfills.
- Nitrous Oxide – Agricultural and industrial activities, as well as during combustion of fossil fuels and solid waste.
- Fluorinated Gases (also known as High Global Warming Potential Gases) – Variety of Industrial processes.

While greenhouse gases play a vital role in maintaining the necessary conditions for life on Earth, the rapidly increasing concentrations of these gases are causing a rise in global temperature – Global Warming. It is now apparent that the increasing atmospheric concentration of GHGs resulting from human activities is changing the climate in ways that pose serious risks to citizen's health, economy, and environment. The Florida Legislature enacted House Bill 697 in its 2008 session. HB 697 amended Chapter 163, F.S. to address green house gas reduction and energy conservation through comprehensive plans. Chapter 163.31776(a), F.S., requires that the Future Land Use Element include greenhouse gas reduction strategies and energy efficient land use patterns, accounting for existing and future energy electric power generation and transmission systems.

The land use pattern plays a significant role in reducing vehicle miles travelled (VMT) and thus in reducing energy consumption and its associated GHGs emission. VMT can be reduced by promoting strategies such as compact development, high density development arranged to encourage pedestrians, bicycle and transit use, transit oriented development and mixed-use development. The preservation of historic buildings and their adaptive reuse result in energy conservation. These buildings are typically closer to population centers and adaptive reuse generally involves lower impacts on natural resources than new construction. The use of "green" building standards, as opposed to conventional codes, results in energy conservation. In addition, protecting and enhancing green spaces provides natural carbon sinks in soils, vegetation and streambeds to mitigate carbon emissions.

Implementation of the City of Cocoa's comprehensive plan goals, objectives and policies and enforcement of the land development regulations will reduce urban sprawl and VMT, encourage more mixed-use development in specific areas in the City, preserve green space and promote education of citizens in energy conservation measure and practices.

E. ECONOMIC DEVELOPMENT

Economic development must be considered as part of the City's long term plans in concert with planning for land use, transportation facilities and other services in order to coordinate the targeted location and support for business and industry. For the City of Cocoa, economic development is defined as a strategic program to:

- Increase the standard of living and quality of life for City residents.
- Stimulate job growth and provide higher-income jobs for residents.
- Diversify the local economy to provide stability during economic downturns and to provide a steady and growing tax base.

1. Current Economic Development Programs

The City's Office of Economic Development (ED) is responsible for all the economic development activities in the City. The goal of the ED Office is to strengthen and diversify the City's economy and expand the tax base, while enhancing the quality of life enjoyed by current residents, businesses and visitors. The City has taken several steps since 2000 to foster the entrepreneurial environment by encouraging new business formation, retaining and improving success of existing business and attracting businesses.

The City of Cocoa is a member of a non-profit organization known as the Economic Development Commission (EDC) of Florida's Space Coast. The EDC provides education, training and financial incentives to the businesses that are trying to expand and relocate in the Space Coast area. The City works closely with the EDC on projects planned in Cocoa.

The City offers a variety of local, state and federal programs and incentives to businesses that locate, expand and do business in Cocoa, including:

- *Florida Enterprise Zone*: Enterprise Zones encourage economic growth and investment in distressed areas by offering tax advantages and incentives to businesses locating within the zone boundaries. In 2002, the City adopted an enterprise zone boundary (see **Map I-9**) and the corresponding Enterprise Zone Strategic Plan. The City was awarded Enterprise Zone 501 (EZ 501) in 2003.
- *Small Business Assistance Program*: The City offers financial assistance to new and expanding businesses with costs associated with small-scale infrastructure project and development fees.
- *Tax Abatement Program*: This program offers a City ad valorem tax exemption for new and expanding businesses within the City. The scope of exemption is generally determined by the number of new jobs created, as well as the wages associated with the newly created jobs.
- *Foreign Trade Zone*: A Foreign Trade Zone (FTZ) is land deemed to be outside the United States customs territory for purposes of duty assessment. Companies located in a foreign trade zone are able to defer, reduce and/or eliminate import duties. When goods are withdrawn from the FTZ and entered into the commerce of the United States the appropriate duty is levied upon the goods, if applicable. The City of Cocoa Foreign Trade Zone offers significant benefits for many types of businesses that import goods. Almost 24 acres of Foreign Trade Zone # 136 lie

within the City of Cocoa, located at the TATE Industrial Park. **Map I-9** shows the boundary of Foreign Trade Zone in the City.

- *Historically Underutilized Business Zones* (HUBZones): The program provides federal contracting and sub-contracting opportunities for qualified small businesses located in designated areas. The City has two census tracts that are designated non-metropolitan HubZones by the U.S. Small Business Administration.
- *Brownfield Redevelopment Program*: In 2003, the City of Cocoa established a Brownfield Redevelopment Program, which is funded through a Brownfields Assessment Grant by the U.S. Environmental Protection Agency (EPA). The redevelopment plan offers environmental Site Assessments to determine the nature and extent of contamination, facilitates applicants' participation in the State's Program, assists with redevelopment planning, provides coordination between intergovernmental agencies and participates in promotions for brownfield sites/projects.

2. Analysis of the Economic Development Environment in Cocoa

In 2005, the City and the University of Florida conducted a comprehensive assessment of the economic development environment in the City of Cocoa. The strengths identified in the report included:

- Strategic location that provides excellent access to the regional market, yet offers the advantage of more accessibility and lower costs.
- Good primary transportation infrastructure including excellent road network that provides a location incentive to businesses seeking sites in close proximity to interstate highways for major freight transport. The City is also in close proximity to Port Canaveral, which is the second busiest cruise port in the world.
- Rich valuable history that can be seen in its Victorian homes, historic hotels and the historic Cocoa Village. The Village has year-round special events and a variety of restaurants and shops, many locally-owned and arts-based.
- Positive City government willing to annex surrounding properties and to create and implement economic development plans to rebound from problems that have plagued the City.

The weaknesses identified in the report included:

- Too many greyfield, brownfield areas and distressed commercial corridors in the City. The U.S. 1 corridor has many vacant strip malls, which are considered unsightly and a deterrent for businesses.
- Need for continued and stricter aesthetics and design standards for the corridors. The buildings on the commercial corridors lack quality architecture design and landscaping and streetscape features.
- Lack of high tech employers, high-skilled jobs, professional offices, variety of restaurants and accommodation services in the City.
- Lack of quality affordable housing and diversity of housing choices for middle and upper income home buyers.

- Negative self-image and lack of an articulated and shared community vision of the City.

The report proposed a series of implementation strategies to build on strengths, mitigate weaknesses and capitalize assets for economic development. The report also identified the following goals and objectives representing key issues that should be addressed in this comprehensive plan.

- *Employment Opportunities*: The City should support and work with County and community leaders to meet the economic diversification needs of the community with emphasis on local job creation, business expansion and attraction of high-value-added commercial activity. The employment growth in the City will benefit other existing market sectors and will generate wealth within the community.
- *Business Expansion, Attraction and Retention*: The City, County and private leadership should work together to develop and implement economic development strategies that will establish a business environment that supports the operation, retention and expansion of existing Cocoa businesses, as well as the attraction and development of new commercial enterprises.
- *Coordination of Economic Diversification Efforts*: The City and County should coordinate the collaborative efforts between the public and community leadership. The efforts should be concentrated on developing industry clusters which will make the greatest contribution to job growth and wealth creation.
- *Streamlining Permitting and Regulatory Process*: The City should provide incentives such as expedited permitting to assist higher education institutions to expand when they are ready.
- *Economic Development Advisory Board*: To involve community stakeholders, the City should create an advisory board consisting of local community and business leaders.
- *Maintain Infrastructure for Supporting Economic Development*: The City should maintain adequate infrastructure for encouraging economic activities in the industrial and commercial sectors. The City should maintain or increase the current land use allocation percentages for industrial and commercial activities for the purposes of strengthening the revenue tax base of the City.
- *Increase Tourism*: The City should develop strategies to attract tourists by expanding recreational, entertainment, environmental, and cultural activities that are clean, family friendly, diverse, and unique.
- *Encourage Growth in Regional Industries with Supporting Activities*: The City should collaborate with the greater region to identify opportunities in the related service industries present in the region. The City should also encourage employment growth in high growth industries and small businesses through various programs and public/private partnerships.

In the last few years, economic development efforts by the City have accelerated, yielding very positive results for Cocoa. The Historic Cocoa Village is an example of successful downtown redevelopment and has become a destination for tourists and residents.

F. URBAN FORM

Urban form refers to the physical layout and design of a city. Characteristics such as urban density and intensity, block layout, street layout, streetscape, building placement/orientation and location define the urban form of a city. As the development standards change in terms of the above mentioned characteristics, the urban form also changes.

Incorporated in 1895, the City of Cocoa was a fairly compact city in the early 20th century. The compact form is visible in the older areas of Cocoa including the Cocoa downtown, the Historic Cocoa Village and downtown neighborhoods, which have narrow lots, are pedestrian oriented and include a mix of uses at higher densities. In the mid-20th century, the automobile began to dominate the development market. The development moved from the inner-city to the outskirts, and was characterized by low density and auto-dependent uses. Moreover, the development of railroad and major transportation improvements disrupted older commercial and residential neighborhoods. The result of this trend was the less efficient use of the infrastructure with no pressure for infill development. The urban form of the City changed from a dense compact form to a suburban sprawl form.

The City residents and past studies have identified the negative visual character of the major transportation corridors, the lack of overall identity of the City and the negative impact of the enclaves that detract from the City's aesthetics. The widening of US 1 in the 1950's by FDOT was one of the major reasons for the poor quality development along US 1, the loss of inner-city connectivity and the loss of businesses along the US 1 corridor in the City.

SR 524, US 1, SR 501, and SR 520 are the major commercial corridors of the City. They consist primarily of auto-oriented strip shopping centers that lack adequate pedestrian and bicycle access. The developments along these corridors also lack quality architectural design and adequate landscaping and are generally poorly maintened.

The City has two large enclaves along SR 501. These enclaves contribute to loss of inner city connectivity, land use conflicts and inefficient use of existing facilities and services. Additionally, the layout of some of the urbanized areas of the City is not very well organized or interconnected. These factors contribute to an image of disorder.

The City's goal is to create a physical planning framework to improve the quality of life and to ensure that new development shapes the City into a unique community that residents can identify with. A comprehensive urban design approach, citywide and on specific areas and corridors in the City, will be required to correct the disjointed nature of the past piecemeal development.

1. Vision Plan

A Vision Plan describes the kind of community that people who live and work in it want it to become over the next 10 to 20 years. It identifies what people value and want to preserve, what improvements are needed and how change should occur. A vision plan helps in creating a positive image and community identity, which is lacking in the City of Cocoa. A positive image helps to improve public relations. The awareness of the existing and desired image of an area can be the basis for a capital improvement plan and public policy formation. A positive image is important to a City government because it reflects on the excellence of service the government provides, attracts high quality business and well educated people.

The City adopted a Vision Plan in June 1996 to guide the future development of the City. The plan included the analysis of the physical, social and economic conditions of the City. The plan identified two primary challenges facing the City – improving the general image of the City and diversification and strengthening of the City's economic base. The Vision Plan included economic, land use, urban design, infrastructure and governmental and administrative strategies for future development, including a conceptual long range master land use plan and an action plan to implement the vision. The plan identified five redevelopment goals for the City:

- **Economic Function**: Strengthen downtown and core areas of Cocoa as a mixed-use center that will attract and serve the people of the region. Create a strong new industrial employment base.
- **Regional Context**: Strengthen the Cocoa area as a unique place within the County.
- **Community Role**: Strengthen Cocoa's contribution to the general well-being of the community.
- **General Environment Character**: Improve the physical image within the City.
- **Implementation**: Enable revitalization of the City to be a successful and on-going reality.

In addition to the Visions Plan, the City held a visioning public workshop in September 2007 to obtain public input on the issues facing the community. During the workshop, the citizens and city staff identified the following two major issues within the community:

- **Housing**: An abundance of affordable housing is located within the City. The balance of incomes has shifted to a very low income base compared to the County average.
- **Revitalization**: A serious concern was acknowledged about the visual appearance of the City and the overall identity. Economic and redevelopment efforts have been arduous because of the City's appearance and unfair perception.

Both the 1996 vision plan and the 2006 workshop identified similar issues including lack of identity, economic development and affordable housing. The City has consistently taken efforts to address and overcome these issues by implementing the goals and objectives of the vision plan and will continue these efforts.

The City will also plan to invite additional community input and to update the vision plan. While updating the master plan contained in the vision plan, the City will identify the character districts in the City and their interconnectivity. The several character districts within the City of Cocoa may include:

- **City Center**: Cocoa's downtown, the City center, is located on the east side of US 1. It can be characterized as a small village business area with one-story shops and restaurants. The downtown has an excellent collection of historic buildings, many of which have been renovated for adaptive reuse. The Historic Cocoa Village is the major attraction of the area.

- **Commercial Nodes**: Other than the downtown area, there are no well defined commercial nodes within the City. The Brevard Crossing RAC, located at the intersection of I-95 and SR 524, is intended to include a mixed-use activity center; however, development has not occurred to date.
- **Corridors**: SR 520, U.S. 1, SR 524, Dixon Boulevard and Fiske Boulevard (SR 519) are the major commercial corridors in Cocoa. These major corridors should be developed as mix-used corridors.
- **Waterfront**: The City is located along the Indian River Lagoon. Existing land use along the Indian River is primarily medium-density residential with some commercial uses in the downtown area, most of which provide limited access to the waterfront.

2. Form-based Design Guidelines for Corridors

Design standards can be used to guide development toward creating a cohesive urban pattern of buildings and streetscapes. When the aesthetic appearance of a community is maintained or improved, a sense of pride develops for the residents, owners and merchants. The quality appearance of its commercial corridors can help the City competitively in the regional market.

The City has established form-based design standards for the Downtown Cocoa Redevelopment Area. The City is also partnering with the FDOT to widen U.S. 1 from four lanes to six lanes and to upgrade the aesthetics and design of the widening project by adding landscaping and gateway features. The City is coordinating with the Space Coast TPO and FDOT to improve the existing sidewalks and bike trails in the City.

The City should continue its efforts in the creation of a quality, safe and functional urban environment by establishing form-based design standards for the commercial corridors along SR 520, U.S. 1, SR 524, Dixon Boulevard and Fiske Boulevard (SR 519), the CRAs and the waterfront. These standards should implement the desired vision of each area.

3. Safe Community

A sense of security is one of the important characteristics of a great community. Research has shown the relationship between the environment and criminal behavior. There is a relationship between declining areas, areas of low property ownership and higher crime rates. The perception of a higher crime rate in an area results in disinvestment, a lack of maintenance and decline due to a fear of crime. In turn, the economic loss and fear escalate the opportunities for crime.

The opportunity and fear of crime can be deterred through good maintenance practices and the proper design and use of the environment. This concept is known as "Crime Prevention Through Environmental Design" or CPTED. The major premise of CPTED is that an environment can be designed to reduce the opportunities for crime and the fear of crime, without resorting to building fortresses. The primary principles of CPTED include the proper design and defined use of buildings and sites, reinforcement of territoriality and responsibility by residents, and the use of access control as well as natural surveillance.

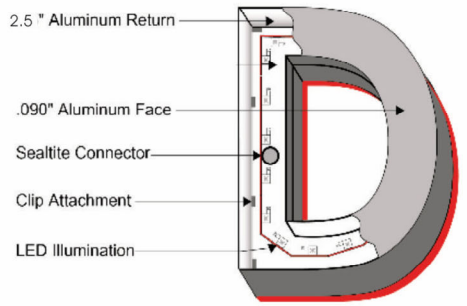
Proactive deterrence of crime depends on a thoughtful understanding of how site and building design guide human behavior. At a neighborhood scale, defining the boundaries of the neighborhood and giving it a themed identity help to establish a known "territory" that

can be defended. Defining the appropriate behavior in public areas and designing the sites to support those behaviors will deter unwanted behaviors. Controlling access to a public space so that the area can be effectively monitored and help deter vandals. Providing visual access to public areas and pedestrian routes of travel are techniques that can be applied to deter crime. The City will consider incorporating CPTED principles in its land development code.

COCOA

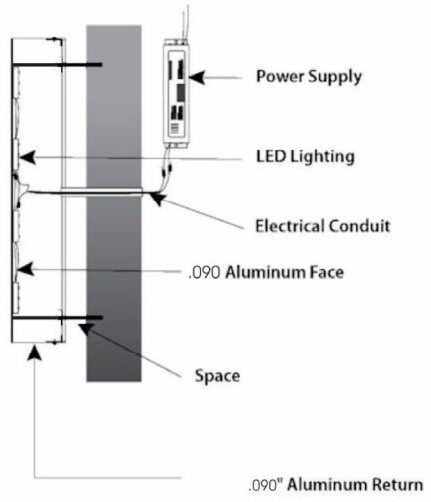
18"

108"



FRONT VIEW





4 Corners SR 520 / US Hwy 1

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90 JO
38 HL
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9 PR-1
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33 RIA
29 PA
22 JCP
25.8 S.Y. MULCH
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8.2 S.Y. MULCH
10 RIA
34 PA
27.1 S.Y. MULCH
33 RIA
90 JO
17 PM
10 PR-1
1 PC
50 HL
LIMIT OF SOD
SOD
134.3 S.Y. MULCH
13.7 S.Y. MULCH
16 RIA
SOD - BAHIA
SOD-1 - ST. AUGUSTINE
SIGHT TRIANGLE REQUIRES A 2' MAXIMUM SHRUB HEIGHT AND AN 8' MINIMUM CLEAR TRUNK HEIGHT.
PROPOSED R.O.W. LINE (TYP)
36 HL
1 PC
101.3 S.Y. MULCH
SIGHT TRIANGLE REQUIRES A 2' MAXIMUM SHRUB HEIGHT AND AN 8' MINIMUM CLEAR TRUNK HEIGHT.
36 RIA
63 JO
30.2 S.Y. MULCH
15 JCP
29 PA
26.5 S.Y. MULCH
30 RIA
16 PM
LIMIT OF SOD
8 PR-1
9 AN
14.8 S.Y. MULCH
13 RIA
18.5 S.Y. MULCH
32 RIA
77 JO
27.5 S.Y. MULCH
8 PR-1
9 AN
38 HL
LIMIT OF SOD
29 PA
1 PC
18 RIA
18 JCP
104.7 S.Y. MULCH
16 PM
WATER LINE
PROPOSED R.O.W. LINE (TYP)
SIGHT TRIANGLE 710 FEET.
SIGHT TRIANGLE 710 FEET.
OVERHEAD POWER LINE
EXISTING R.O.W. LINE (TYP)
SIGHT TRIANGLE 710 FEET
MATCHLINE: SHEET LD-7
MATCHLINE: SHEET LD-8
1 PR-2
32 LCR
13 JCP
3 LJ
56 RIA
3
ALL AREAS BEHIND SIDEWALK AND TO THE RIGHT OF WAY LINE NOT DESIGNATED AS PLANTING BEDS SHALL BE SODDED WITH SEASHORE PALPALUM.
0 10' 20' 40'
SCALE: 1"=20'
NORTH

REVISIONS					
BY	DESCRIPTION	DATE	BY	DESCRIPTION	

MILLER LEGG & ASSOCIATES, INC
ENGINEERS • SURVEYORS & MAPPERS
PLANNERS • LANDSCAPE ARCHITECTS
GIS • ENVIRONMENTAL PROFESSIONALS
631 S. Orlando Avenue, Suite 200
Winter Park, Florida 32789-7122
(407)629-8880 Fax: (407)629-7883
Cert. of Authorization L.B. 6680
www.millerlegg.com

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
S.R. 5	BREVARD	237592-1-52-02

S.R. 5 (U.S. 1)
LANDSCAPE PLAN

SHEET NO. LD-7

MINUTES
COCOA REDEVELOPMENT AGENCY

May 7, 2002

The Cocoa Redevelopment Agency held its regular meeting on Tuesday, May 7, 2002 in the City Council Meeting Room, located at 300 Brunson Boulevard in Cocoa, as publicly noted.

I. OPENING MATTERS

Vice Chairperson Collins called the meeting to order at 7:14 p.m. The following Agency members and officials were present:

PRESENT:	Judy Parrish	Chairperson – Attended Briefly By Phone
	Jewel Collins	Vice Chairperson
	Brenda Warner	Agency Member
	Edward Lanni	Agency Member
	Harrison Vanderslice	Agency Member
	Joseph Colombo	Agency Counsel
	Anthony Garganese	Agency Counsel

STAFF: Clarence Hulse, Assistant City Manager; Donna Renberg, Grants; Kenneth Koch, Community Development Manager; John Titkanich, Economic Development Manager, Nelson Lau, Planning Manager; Chenita Joiner, Housing Manager; Marc Dick, Landscape Architect; Denise Damiano, Recording Secretary.

Ms. Collins provided the invocation, and Ms. Warner led the assembly in the Pledge of Allegiance.

II: APPROVAL OF AGENDA AND MINUTES OF PREVIOUS MEETING

AGENDA: Regular meeting of May 7, 2002

* **MOTION by Mr. Lanni; Seconded by Mr. Vanderslice, to approve the agenda.**

THE MOTION CARRIED UNANIMOUSLY (4-0)

MINUTES: Regular meeting of May 7, 2002

* **MOTION by Mr. Lanni; Seconded by Mr. Vanderslice, to approve the minutes as presented.**

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. DELEGATIONS

No delegations noted at this time.

IV. NEW BUSINESS

1. Legal Representation for the Cocoa RDA

Mr. Titkanich revealed that on April 10, 2002 a letter was received from the law firm of Brown, Ward, Salzman and Weiss stating that the law firm no longer employed the current Cocoa RDA attorney, Joe Colombo.[1] Brown, Ward, Salzman and Weiss asked if the Cocoa RDA would like to retain Mr. Colombo as counsel or if they wished to continue with the services of the law firm. Staff recommends that Cocoa RDA continue with the services of Brown, Ward, Salzman and Weiss.[2]

* **MOTION by Mr. Vanderslice; Seconded by Ms. Warner to go with the Staff's recommendation of continuing with the services of Brown, Ward, Salzman and Weiss.**

AYES: Warner, Lanni and Vanderslice.

NAYS: Collins.

THE MOTION CARRIED 3-1 with Vice Chairperson Collins dissenting.

V. OLD BUSINESS

3. Redevelopment of southwest corner of SR520 and US1

Mr. Titkanich reminded the Board that at the last meeting, Mr. Micah Savell, President of The Right Site Inc., came before the board outlining a development opportunity and asked for the boards support or direction.

Mr. Titkanich said since that time, Staff has continued discussion with Mr. Savell and a number of concerns have arisen, such as the inability to acquire the parcels in a timely manner, reasonable cost, and the main reason: one of the parcel owners is deceased with no heirs listed. It was noted that Mr. Savell has purchased the tax certificate for the property but given the lengthy process to acquire the property it would preclude development of the site because it then becomes cost prohibitive from both the stand point of Mr. Savell and an end user, such as CVS Pharmacy.

Mr. Titkanich reminded the Board that they had indicated support for the vacation of Stone Street and the development of the site and said that Mr. Savell also went to the Diamond Square Development agency and presented them with the development plan.

[1] Please see Attachment A
[2] Please see Attachment B

Mr. Titkanich reported that Diamond Square also unanimously supported the project and pledged $25,000 in Streetscape improvements to ensure pedestrian access from the neighborhood to Hwy. 520, recognizing that the Stone Street crossing at Florida East Coast Railroad would be closed. Mr. Titkanich explained that FEC had met with the City and had acknowledged that with the number of accidents they have had in the past they have been meeting with cities up and down the coast to eliminate unnecessary crossings and are beginning the process to close the Stone Street crossing. He added that it was based on those findings that the Diamond Square Board decided to pledge money and Mr. Titkanich then advised the Board that one powerful remedy or tool at the Cocoa RDA's disposal is the power of eminent domain, especially when used for the assembling of parcels.

Mr. Titkanich recommends that the Board file papers for eminent domain action for the three parcels south of Stone Street and Staff is also asking that the Board transfer money from the Signage Program in the amount of $7,500, which will be repaid at a later date once the developer acquires the parcels from the City, for the cost of the acquisition as well as for the expenses occurred to acquire the parcels.

Vice Chairperson Collins asked for verification that regardless of any motions passed tonight, the matters would still have to come before the council. Former Agency Counsel Colombo remarked that eminent domain issues could not be advanced without the Council's approval. Agency Counsel Garganese then asked for clarification as to who was giving legal advice to the Cocoa RDA this evening and pointed out that Motion was carried in favor of retaining the services of his firm, Brown, Ward, Salzman and Weiss. Mr. Garganese went on to say that the City Council had authorized the Cocoa RDA to begin eminent domain proceedings and explained that the City Council will become involved but the matter will come back before the Cocoa RDA, which will then have to adopt a resolution stating the necessity of instituting the eminent domain proceedings. Mr. Garganese noted that a public purpose would also have to be set forth and that much of that work has already been done because a redevelopment plan to eliminate slum and blight has been established. Mr. Garganese noted that he will present the Agency with relevant paperwork at the next meeting.

* **MOTION by Mr. Vanderslice; Seconded by Chairperson Parrish, to authorize staff and the RDA Attorney to initiate eminent domain proceedings for the acquisition of three Stone Street parcels for the purposes of reassembly and development.**

THE MOTION CARRIED UNANIMOUSLY (5-0) WITH CHAIRPERSON PARRISH VOTING BY PHONE

* **MOTION by Mr. Vanderslice; Seconded by Mr. Lanni, to authorize the temporary transfer of $7,500 from the Signage Program Account to the Land Account to cover expenses associated with the acquisition of the proposed parcels, expenses including two independent real estate appraisals of each parcel so property owners receive just and fair value.**

THE MOTION CARRIED UNANIMOUSLY (5-0) WITH CHAIRPERSON PARRISH VOTING BY PHONE

Chairperson Parrish then left the meeting, terminating her phone call at 7:28 p.m.

III. DELEGATIONS

George Vanderhall, 705 Howard Street, Cocoa, voiced concerns that Diamond Square RDA was unaware that eminent domain was involved in the process when they pledged Streetscape Improvements for the redevelopment of the southwest corner of SR520 and US1.

Mr. Vanderhall took a moment to commend Staff members, mentioning Mr. Vanderslice in particular, for their economic savvy in obtaining funding.

James F. Ford, 705 Aurora Avenue, Cocoa, remarked that eminent domain might negatively affect some residents and lead to problems. Vice Chairperson Collins said that the Council and Cocoa RDA would revisit the subject of eminent domain as pertaining to the redevelopment of the southwest corner of SR520 and US1.

Former Counsel Colombo left the meeting at 7:32 p.m. Vice Chairperson Collins thanked Mr. Colombo for his efforts.

IV. NEW BUSINESS

1. Legal Representation for the Cocoa RDA

See above – Discussion immediately following Approval of Agenda and Minutes of previous meeting.

2. Lee Wenner T-Dock Upgrade – Cocoa Belle

Mr. Koch said that in November, Staff had been asked to investigate the cost and feasibility of T-Dock commercial upgrades for cruise, dinner, and charter boats at Lee Wenner Park. The Downtown RDA Plan does include some discussion about commercial docking for dinner and charter boats as secondary priority projects[3] and Staff has been working on possible improvements to the T-Dock project. Mr. Koch said the estimate for improvement to the T-Docks is approximately $18,000, with the funds providing better pilings, upgrades to needed areas, and the possible installation of lighting fixtures.

Staff is asking Cocoa RDA for a budget transfer of $18,000 from the Contingency Account to the T-Dock Improvement Account with improvements being pending on State approval of commercial vessels dockage at Lee Wenner Park and an RFP process from Brevard County for competitive bid in order to operate out of Lee Wenner Park.[4]

[3] Please see Attachment C
[4] Please see Attachment D

ZONING MAP AMENDMENT APPLICATION (MAP ONLY)

Community Services Department
Planning and Zoning Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: http://www.cocoafl.org

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board and City Council hearings. A pre-application meeting with Staff is **required**.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Existing Zoning Category:** **C-P Commercial Parkway District**
2. **Proposed Zoning Category:** **C-N Neighborhood Commercial**
3. **Existing Future Land Use Category: MU Mixed Use**
4. **Proposed Future Land Use Category (*if applicable*):**
5. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting!*

   Company (if applicable): Doty Solik Law

   Name: Mary D. Solik, Esq.

   Mailing Address: 121 S. Orange Ave STE 1500

   City: Orlando State: FL Zip Code: 32801

   Phone #: 407 378 7868 Fax #:

   Mobile #: 407 925 4738 E-mail: msolik@dotysoliklaw.com

6. **Property Owner Information:** ** Check here if same as Applicant* → ☐
   ** If more than one owner, attach additional sheet with names and addresses.*

   Company (if applicable): Biscaya Cocoa Holdings, LLC

   Name: Pablo Camposano and Oded M. Kaiser

   Mailing Address: 325 S Biscayne Blvd. Unit 3423

   City: Miami State: FL Zip Code: 33131

   Phone #: Fax #:

   Mobile #: 786 326 7500 E-mail: omaxkaiser@gmail.com

7. **Property Information:**

Street Address and Location: 301 S. Cocoa Blvd, Cocoa, FL Complete Parcel list attached_____

Parcel ID: * *If more than two Parcel IDs, attach additional sheet with Parcel IDs.*

☐☐-☐☐-☐☐-☐☐-☐☐☐☐☐.☐-☐☐☐☐.☐☐

☐☐-☐☐-☐☐-☐☐-☐☐☐☐☐.☐-☐☐☐☐.☐☐

Tax Account Numbers: * *If more than two Tax Account #s, attach additional sheet with Tax Account #s.*

☐☐☐☐☐☐☐ ☐☐☐☐☐☐☐

Land Area: _____ square feet or 1.39 acres_____ acres

Existing Use(s) on Property: Property is vacant_____

Proposed Use(s) on Property: Commercial uses consistent with C-N Zoning_____

8. **Please submit the following items in order complete the application:**

a. ☒ **Notarized application.**

b. ☒ **List of owners within 500 feet.** A "radius map package" from Brevard County containing a certified mailing list with mailing labels and a map of all property owners of record who reside within a 500-foot radius of the subject property is required for public notice. It is the applicant's responsibility to request these materials with the Brevard County GIS Department that are available free of charge. Inquiries need to be emailed to **servicedesk@brevardfl.gov** and forwarded to the **City of Cocoa Planning and Zoning Department** when available.

c. ☒ **Application fee.** Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.

d. ☒ **Proof of ownership.** A copy of the most recent recorded warranty deed is required.

e. ☒ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf. A sample "Letter of Authorization" form is available from the City.

f. ☒ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

g. ☒ **Certified boundary survey.** Submit a certified survey showing all existing structures and all proposed structures.

h. ☒ **Legal description.** Submit a typed copy of the legal description. It may be submitted on a computer disk or by e-mail.

i. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include a site plan drawing, photos, sketches, elevations, or letters from adjoining property owners.

9. **Application filing deadline.** The application filing deadline is on the first day of each month at 5:00 pm for public hearings that are held in the following month. For Zoning Map Amendment applications that are submitted concurrently with other applications, the earlier filing deadline shall apply.

10. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division.

Public hearings process information – please read this!

11. **Dates and locations of public hearings.** All zoning map amendments require one hearing in front of the Planning & Zoning Board and two hearings in front of the City of Cocoa Council.

12. **Board types.** The Planning & Zoning Board is an advisory board to the City Council and therefore is only authorized to make recommendations. City Council is an authoritative body and is able to make binding decisions.

13. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the application. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

14. **Preparing for the public hearings.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan.

15. **Exhibits at public hearings.** If photographs, documents, maps or other materials are provided to the Board/Council as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

16. **Witnesses at public hearings.** For the purposes of making a decision on the application, the Board/Council shall only consider testimony of qualified witnesses. A witness is determined by the Board/Council and is generally based on:
    a. The witness has personal knowledge of the fact in which the witness will testify; and/or
    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
        1. *Layman witness*: Testimony of a witness other than an expert witness is qualified only if:
            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
            - The opinions and inferences do not require any special knowledge, skill experience or training.
        2. *Expert witness*. Testimony of an expert witness is qualified only if:
            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
            - The witness is adequately qualified to express an opinion on the matter.

17. **Planning & Zoning Board vs. City Council actions.** If the Planning & Zoning Board finds that the facts presented in the matter justify approval, it may recommend to approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board finds that the facts presented do not justify approval, it may recommend to deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held. Regardless of the outcome, the application will be forwarded to the City Council for consideration where a final decision can be made.

18. In order to approve a zoning map amendment, the Planning & Zoning Board and City Council must consider and study the criteria listed below (as described in Appendix A, Article XXII, Section 1 (G)(1) of the City of Cocoa Code). Please provide your consideration of the following criteria and any pertinent data and evidence that may be useful to the Planning & Zoning Board and City Council. Use extra sheets if necessary.

a. **Whether or not the proposed change is contrary to the established land use pattern.**

No. The subject property is at the southwest corner of SR 520 and US1, both heavily traveled commercial corridors.

b. **Whether or not the proposed change would create an isolated district unrelated to adjacent and nearby districts.**

No. adjacent and nearby properties all have commercial zoning.

c. **Whether or not the proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.**

No residential development is proposed. The subject property was previously improved with commercial uses and no new

Utility demands are created by the proposed change.

d. **Whether or not existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.**

No.

e. **Whether or not the proposed change would be contrary to the land use plan and would have an adverse effect on the comprehensive plan.**

No. The rezoning is being requested to bring the subject property into compliance with the land use plan. The current Zoning is inconsistent with the MU Future Land Use designation.

f. **Whether or not changed or changing conditions make the passage of the proposed amendment necessary.**

Yes. The change in the FLU designation of the property from Commercial to MU has rendered the current zoning Inconsistent with the FLU map.

g. Whether or not the proposed change will adversely influence living conditions in the neighborhood.

No. The property has historically been developed with commercial uses and is separated from the nearest Neighborhood by RR tracks.

h. Whether or not the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

No.

i. Whether or not the proposed change will create a drainage problem.

No. The subject property was previously developed with commercial uses without code compliant stormwater Management. Any new development will have to meet current code standards for drainage.

j. Whether or not the proposed change will seriously reduce light and air to adjacent areas.

No.

k. Whether or not the proposed change will adversely affect property values in the adjacent areas.

No. The proposed change is to a less intense commercial zoning than the current zoning.

l. Whether or not the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

No.

m. Whether or not the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

No.

n. Whether or not there are substantial reasons why the property cannot be used in accord with existing zoning.

Yes. The current zoning is inconsistent with the FLU designation on the subject property. The property cannot be Used at all until the inconsistency is corrected.

o. Whether or not the change suggested is out of scale with the needs of the neighborhood.

No.

p. Whether or not the it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Without the change the property owners are deprived of any use of their property.

19. Signatures and Notarization.

STATE OF FLORIDA COUNTY OF ORANGE. I, MARY D. SOLIK being first duly sworn, depose and say that:

☐ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☒ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this application and applicable petition, and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

Mary D Solik
(APPLICANT SIGNATURE)

Machele Rowe
Comm.#GG949073
Expires: May 18, 2024
Bonded Thru Aaron Notary
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____

Machelle Rowe
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 13th day of DECEMBER, 20 23

FOR OFFICE USE ONLY

Fee of $_____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

Signature from Planning & Zoning Division:

_____

BISCAYA COCOA HOLDINGS, LLC

Parcel List

24-36-33-31-A-5

24-36-33-31-C-1

24-36-33-31-D-11

24-36-33-31-D-12

24-36-33-31-D-13

24-36-33-31-C-2

24-36-33-31-*-R.1

24-36-33-31-*-R.2

24-36-33-31-*-R.3

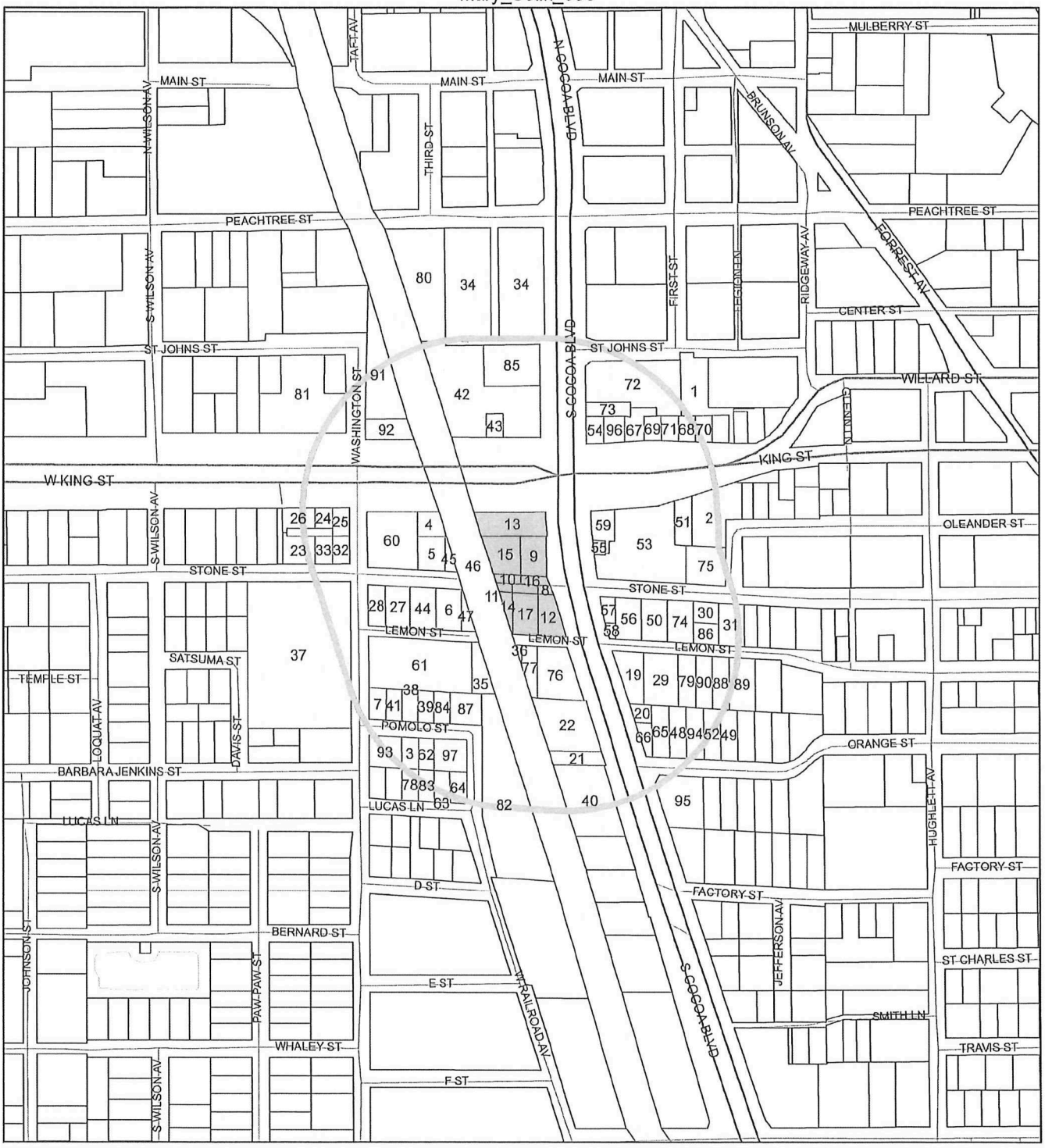
24-36-33-31-*-R.4

24-36-33-31-*-R.5

RADIUS MAP

BISCAYA COCOA HOLDINGS LLC

Mary_Solik_500



N

W E

S

1:4,800 or 1 inch = 400 feet

Buffer Distance: 500 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 12/7/2023

Buffer

Subject Property

Notify Property

Parcels

58-70 57TH ROAD REALTY LLC
33 MATINECOCK AVE
PORT WASHINGTON NY 11050-2102

ADRENALINE ARCHITECTS LLC
453 KING ST
COCOA FL 32922-7621

AS INVESTMENTS LLC
10549 MERE PKWY
ORLANDO FL 32832-6153

AUSTIN, DANIEL,JR
935 BOWING LN
ROCKLEDGE FL 32955-4015

AUSTIN, DANIEL,JR
1113 HICKORY LN
COCOA FL 32922-6719

BELL, CHRISTINE
360 POMOLO ST
COCOA FL 32922-7447

BISCAYA COCOA HOLDINGS LLC
325 S BISCAYNE BLVD, APT 3423
MIAMI FL 33131-2476

BREVARD STONE INC
403 S COCOA BLVD
COCOA FL 32922-

BROWN, GEORGE L JR TRUSTEE
555 KING ST W
COCOA FL 32922-

BROWN, GEORGE L,JR
555 W KING ST
COCOA FL 32922-7421

BRYANT, JANIE B
BRYANT, PURVETTE A
1139 TARPON DR
ROCKLEDGE FL 32955-

BRYANT, PURVETTE A
1820 BARRINGTON CIR
ROCKLEDGE FL 32955-3062

BZDUN, MIECZSLAW
1908 RANCH ESTATE DR
ORLANDO FL 32825-8407

CASITA ENTERPRISES LLC
750 GLENGARRY DR
MELBOURNE FL 32940-1866

CATCHINGS, MARY E
7107 CLAYMORE AVENUE
HYATTSVILLE MD 20782-

COCOA LODGE 55 F&AM
PO BOX 7
COCOA FL 32923-0007

COCOA LODGE NO 55 F & AM INC
C/O PHILLIP J WILISON
PO BOX 7
COCOA FL 32923-0007

COCOA, CITY OF
65 STONE STREET
COCOA FL 32922-

COWHAM, RAYMOND
14 PINE GLEN RD
HILLSBOROUGH NH 03244-4522

DAWSON, BEULAH J
PO BOX 341
COCOA FL 32923-0341

DRAKE, WILLIE LEE III
356 POLOMO ST
COCOA FL 32922-

EAST FLORIDA MOTOR SALES INC
4650 HIGHWAY 520
COCOA FL 32926-2333

EAST FLORIDA MOTORS SALES INC
4650 HIGHWAY 520
COCOA FL 32926-2333

EVERETT, ROBERT W
EVERETT, MAE E ET AL
16243 SW 107TH PLACE
MIAMI FL 33157-

FINK, MARK H
61 S BALDWIN AVE, UNIT 1162
SIERRA MADRE CA 91025-7055

FLORIDA EAST COAST RAILWAY LLC
7150 PHILIPS HWY
JACKSONVILLE FL 32256-6802

FLORIDA, STATE OF (DOT)
719 S WOODLAND BLVD
DELAND FL 32720-

GREENWOOD, ALECK J
640 BREVARD AVE #201
COCOA FL 32922-

GREENWOOD, ALECK J
PO BOX 1077
COCOA FL 32923-1077

HACIENDAS LLC
750 GLENGARRY DRIVE
MELBOURNE FL 32940-1866

IBRAHIM & HAROON REALESTATE INC
1910 ROCKLEDGE BLVD
ROCKLEDGE FL 32955-

JORDAN, JOHN A
1783 HAZELTON NW ST NW
PALM BAY FL 32907-7072

KABBOORD PROPERITES INC
3201 N ATLANTIC AVE
COCOA BCH FL 32931-

KABBOORD PROPERTIES II LLC
3201 N ATLANTIC AVE
COCOA BEACH FL 32931-3406

KABBOORD PROPERTIES INC
3201 N ATLANTIC AVE
COCOA BCH FL 32931-

KABBOORD, DAVID WAYNE
KABBOORD, JOHN JAMES
3201 N ATLANTIC AVE
COCOA BEACH FL 32931-3406

KABBOORD, JOHN J,JR
KABBOORD, DAVID W
3201 N ATLANTIC AVE
COCOA BEACH FL 32931-3406

KABBOORD, WILLIAM D
3201 N ATLANTIC AVE
COCOA BEACH FL 32931-3406

LEGEND REALTY DEVELOPMENT CORPORATION
543 PALM DR
HALLANDALE BEACH FL 33009-6533

LEVENSALER, TIMOTHY
LEVENSALER, ARLET
PO BOX 542349
MERRITT ISLAND FL 32954-2349

MAPP, DOUGLAS O'NEAL
BULLOCK, SYLVIA LEE
880 GLADIOLA CIR, APT 356
ROCKLEDGE FL 32955-6258

MARILYN A ARNOLD TRUST
1102 EGRET LAKE WAY
MELBOURNE FL 32940-6862

MAROTTO, JOHN
4370 COQUINA AVE
TITUSVILLE FL 32780-6524

METROPOLITAN BAPTIST CHURCH
474 KING ST
COCOA FL 32922-7622

METROPOLITAN BAPTIST CHURCH INC
474 KING ST
COCOA FL 32922-

METROPOLITAN BAPTIST CHURCH OF COCOA INC
474 KING ST
COCOA FL 32922-

METROPOLITAN BAPTIST CHURCH OF COCOA INC
PO BOX 758
COCOA FL 32923-0758

METROPOLITAN BAPTIST CHURCH OF COCOA INC
474 KINGS ST
COCOA FL 32922-

MOUNT MORIAH AFRICAN METHODIST EPISCOPAL CHURCH
223 OLEANDER ST
COCOA FL 32922-

MOUNT MORIAH AFRICAN METHODIST EPISCOPAL CHURCH OF COCOA INC
223 OLEANDER ST
COCOA FL 32922-7695

NEGRI PROPERTY LLC
401 S COCOA BLVD
COCOA FL 32922-7699

NEGRI, GERALD M
780 BUTTONWOOD DR
MERRITT ISLAND FL 32953-4611

NICOLE LEANN INVESTMENTS LLC
668 WING TER
DELTONA FL 32725-7038

NORBURY, VONNAY
1007 MONTCLAIR RD
COCOA FL 32922-6355

PRICE, THOMAS J JR
ABRUZZO-PRICE, THERESA TRUSTEES
1996 US HIGHWAY 1 S
ROCKLEDGE FL 32955-

R & R COCOA LLC
246 MCLEAN PT
WINTER HAVEN FL 33884-4135

RAILROAD AVENUE WAREHOUSE COMPLEX LLC
626 OLD DIXIE HWY SW
VERO BEACH FL 32962-4536

RICH, CHEVAYA D
704 GEORGIA AVE N
COCOA FL 32922-

RIVERA, MANUEL ANTONIO TORO
1456 FLEDGLING CT
ORLANDO FL 32837-8112

ROSCHMAN PARTNERS
6300 NE 1ST AVE STE 300
FORT LAUDERDALE FL 33334-

ROSSIELLO, DOMINIC
750 GLENGARRY DR
MELBOURNE FL 32940-1866

RUIZ, MANUEL C
6 WESTVIEW LN
COCOA BEACH FL 32931-2621

SANDS REVOCABLE TRUST
1370 WAR EAGLE BLVD
TITUSVILLE FL 32796-1530

SHAND, TANIA A
SHAND, ITSELDA M
1901 VERMONT AVE NW
WASHINGTON DC 20001-

STONE, JANORISE TRUSTEE
516 KING ST
COCOA FL 32922-4501

STONE, RICHARD E
STONE, DAISY
516 W KING ST
COCOA FL 32922-4501

TOWERBRIDGE INC
773 CITRUS COVE DR
WINTER GARDEN FL 34787-5221

TR CORP/GREATER ST PAUL BAPTIST
CHURCH OF COCOA FLORIDA INC
213 STONE ST
COCOA FL 32926-

WHEALY HOLDINGS LLC
2758 TRAILS AT HIDDEN HBR
MERRITT ISLAND FL 32952-4175

WILLIAM D KABBOORD TRUST
3201 N ATLANTIC AVE
COCOA BEACH FL 32931-3406

WILLIAMS, LASCELLE B
WILLIAMS, EVELYN M
345 POMOLO ST
COCOA FL 32922-7446

Ellis, Clerk of Courts, Brevard County Doc. D: $10500.00

This instrument prepared by
and after Recording return to:
Charles H. Ratner, Esq., President
Charles Ratner, P.A.,
605 Lincoln Road, Suite 210
Miami Beach, FL 33139

Folio No. 24-36-33-31-0000C.0-0002.00
Folio No. 24-36-33-31-0000C.0-0001.00
Folio No. 24-36-33-31-0000A.0-0005.00

(For Recorder's Use Only)

TRUSTEE'S WARRANTY DEED

(301 & 305 S. Cocoa Blvd., Cocoa, FL 32922)

THIS TRUSTEE'S WARRANTY DEED, dated as of March 10th, 2017, between **EVA IRENE CRUMB, AN UNMARRIED WIDOW, INDIVIDUALLY AND AS TRUSTEE OF THE EVA IRENE CRUMB REVOCABLE TRUST DATED JULY 17, 2014** both with an address of PO Box 8489, Cocoa FL 34942 (collectively "Grantor"), and **BISCAYA COCOA HOLDINGS, LLC**, a Florida limited liability company, with an address of 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantee").

Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration paid by Grantee, receipt of which is acknowledged, grants, bargains, sells and conveys to Grantee the real property situate, lying and being in Brevard County, Florida, located at **301 & 305 S. Cocoa Blvd., Cocoa, FL 32922** legally described as follows ("Property"):

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO: real estate taxes for 2017 and subsequent years, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, and conditions, restrictions, limitations, reservations, declarations, easements, dedications and agreements of record (collectively "Permitted Exceptions"), all without intent to reimpose the same.

And the GRANTOR does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

[Signature Page to Follow]

SIGNATURE PAGE TO TRUSTEE'S WARRANTY DEED

(301 & 305 S. Cocoa Blvd., Cocoa, FL 32922)

Grantor has executed this Deed as of the date indicated above.

Signed, sealed and delivered
in the presence of:

Eva Irene Crumb

EVA IRENE CRUMB, INDIVIDUALLY AND AS TRUSTEE OF THE EVA IRENE CRUMB REVOCABLE TRUST DATED JULY 17, 2014

Sign Name: _____
Witness #1

Print Name: TIMOTHY PICKLES

Sign Name: Janet M. Meadows
Witness #2

Print Name: JANET M. MEADOWS

STATE OF FLORIDA)
) **SS:**
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 9th day of March 2017, by Eva Irene Crumb, individually and as Trustee of the Eva Irene Crumb Revocable Trust dated July 17, 2014. She is personally known to me or has produced _____ as identification *(strike one)*.

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: _____

Print Name: _____
NOTARY PUBLIC

Serial No. (none, if blank): _____

NOTARY PUBLIC STATE OF FLORIDA
TIMOTHY R. PICKLES
MY COMMISSION # GG 001818
EXPIRES: July 16, 2020
Bonded Thru Budget Notary Services

EXHIBIT "A" LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Brevard, State of Florida, and is described as follows:

PARCEL 1:

Lot 1, Block C, less road right-of-way, LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida.

PARCEL 2:

That part of Lots 5, 6 and 7, in Block A, LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida, together with the area formerly contained in Oleander Street, all as described in Official Records Book 441, Page 336 and Official Records Book 460, Page 589, all of the Public Records of Brevard County, Florida.

Also known as:
That portion of Lots 5, 6 and 7, Block "A", LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida, lying South of the road right of way of State Road No. 520 and East of the right of way line of the Florida East Coast Railway, together with the area formerly contained in Oleander Street, all as described in Official Records Book 441, Page 336 and Official Records Book 460, Page 589, all of the Public Records of Brevard County, Florida.

PARCEL 3:

Lot 2, Block C, LAPHAM'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida; excepting, however, all land adjoining said Lot on the North and embraced within the area of that portion of Oleander Street which has been vacated.

Also: Begin at the Southeast corner of Lot 3, Block C, LAPHAM'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida; thence run along the South line of said Lot West to the East side of the right-of-way of the Florida East Coast Railway, thence run the East side of said railroad right-of-way Northwesterly to the North line of said Lot 3, thence run the North line of said Lot 3 East to the Northeast corner thereof, thence run the East line of said Lot South to the point of beginning, excepting, however, all land adjoining said Lot on the North and embraced within the area of that portion of Oleander Street which has been vacated.

PARCEL 4:

A portion of vacated Stone Street as shown in City of Cocoa Resolution No. 2016-103, recorded in Official Record Book 7724, Page 150 in the Public Records of Brevard County, Florida, more particularly described as follows:

The North half of the following described parcel abutting said Parcels 1 and 3:

That portion of Stone Street (said street being an un-named 50 foot wide right-of-way dedicated by "LAPHAM'S SUBDIVISION", recorded in Plat Book 2, Page 6 and re-dedicated as Magnolia Street by "SUNNYSIDE ADDITION TO COCOA, FLORIDA", recorded in Plat Book 2, Page 34, both of the Public Records of Brevard County, Florida), which lies west of the west right-of-way line of U.S. Highway No. 1 and east of the east right-of-way line of the Florida East Coast Railway (a 100 foot wide right-of-way), more particularly described as follows: Begin at the Southeast corner of Lot 1, Block "C" of "LAPHAM'S SUBDIVISION" recorded in Plat Book 2, Page 6 of the Public Records of Brevard County, Florida, (said point being on the west right-of-way line of U.S. Highway No.1 as defined by Florida Department of Transportation Right of Way Maps, Section 70020, W.P.I. 5110519, F.P. 237592-1, dated 7/30/04), thence run west, along the north right-of-way line of Stone Street, a distance of 156 feet, more or less, to a point on the east right-of-way line of the Florida East Coast Railway; thence southeasterly, along said east right-of-way line, a distance of 53.5 Feet, more or less, to a point on the south right-of-way line of said Stone Street; thence east, along said south right-of-way, a distance of 160 FEET, more or less, to an intersection with the west right-of-way line of U.S. Highway No. 1 (a variable width right-of-way) as defined by the aforesaid Florida Department of Transportation Right of Way Maps; thence northwesterly, a distance of 55 Feet, more or less to the Point of Beginning.

Ellis, Clerk of Courts, Brevard County Doc. D: $0.70

This instrument prepared by:
And after recording return to
Charles H. Ratner, Esq., President
Charles Ratner, P.A.,
200 S. Biscayne Boulevard
Suite 3200
Miami FL 33131

Folio No. 24-36-33-31-0000D.0-0012.00

(For Recorder's Use Only)

MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED

(BISCAYA STONE STREET 2, LLC)

THIS GENERAL WARRANTY DEED, dated as of May 23, 2016 between **BISCAYA STONE STREET 2, LLC**, a Florida limited liability company, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantor") and **BISCAYA COCOA HOLDINGS, LLC**, a Florida limited liability company, its sole Member, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantee").

Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration paid by Grantee, receipt of which is acknowledged, distributes, grants, bargains, and conveys to Grantee the real property situate, lying and being in Brevard County, Florida, located at **341 Stone Street, Cocoa, FL 32922** legally described as follows ("Property"):

Lot 12, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO: real estate taxes for 2016 and subsequent years, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, all without intent to reimpose the same.

AND, Grantor covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to transfer and convey the Property and the Grantor does hereby fully warrant the title to said land and Property, and will defend the same against lawful claims of all persons whomsoever.

NOTE TO RECORDER AND TAX ASSESSOR: This is a Distribution General Warranty Deed of unencumbered real property from a single member Limited Liability Company to its sole member in the process of the Grantor LLC winding up its affairs, and is given for nominal consideration. The beneficial interest in and to the Grantee member and the Property remains the same before and after this Conveyance, and this Deed does not represent any change in the beneficial ownership of the Property. Accordingly, no documentary stamps other than nominal stamps are due in connection with this Deed.

SIGNATURE PAGE TO
MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED
(BISCAYA STONE STREET 2, LLC)

Grantor has executed this Deed as of the date indicated above.

Signed, sealed and delivered in the presence of:
(as to both signatures)

BISCAYA STONE STREET 2, LLC,
a Florida limited liability company

BY: BISCAYA COCOA HOLDINGS, LLC,
a Florida limited liability company,
It's Manager and Sole Member

Sign Name: _____
Witness #1

Print Name: CHARLES H. RATNER
Witness #1

By: _____
Oded M. Kaiser, Manager

By: _____
Pablo A. Camposano, Manager

Sign Name: _____
Witness #2

Print Name: Karen Hamandi
Witness #2

STATE OF FLORIDA)
) **SS:**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ___ day of May, 2016, by ODED M. KAISER and PABLO A. CAMPOSANO, as Managers of Biscaya Cocoa Holdings, LLC, a Florida limited liability company, the Manager and Sole Member of **BISCAYA STONE STREET 2, LLC**, a Florida limited liability company corporation, on behalf of such limited liability company. They are personally known to me or have produced _____ as identification *(strike one)*.

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: _____

Print Name: CHARLES H. RATNER
NOTARY PUBLIC

Serial No. (none, if blank): _____

CHARLES H. RATNER
MY COMMISSION # FF 236739
EXPIRES: October 3, 2019
Bonded Thru Notary Public Underwriters

Ellis, Clerk of Courts, Brevard County Doc. D: $0.70

This instrument prepared by:
And after recording return to
Charles H. Ratner, Esq., President
Charles Ratner, P.A.,
200 S. Biscayne Boulevard
Suite 3200
Miami FL 33131

Folio No. 24-36-33-31-0000D.0-0013.00

(For Recorder's Use Only)

MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED

(BISCAYA STONE STREET 3, LLC)

THIS GENERAL WARRANTY DEED, dated as of May 23, 2016 between **BISCAYA STONE STREET 3, LLC**, a Florida limited liability company, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantor") and **BISCAYA COCOA HOLDINGS, LLC**, a Florida limited liability company, its sole Member, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantee").

Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration paid by Grantee, receipt of which is acknowledged, distributes, grants, bargains, and conveys to Grantee the real property situate, lying and being in Brevard County, Florida, located at **347 Stone Street, Cocoa, FL 32922** legally described as follows ("Property"):

Lot 13, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO: real estate taxes for 2016 and subsequent years, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, all without intent to reimpose the same.

AND, Grantor covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to transfer and convey the Property and the Grantor does hereby fully warrant the title to said land and Property, and will defend the same against lawful claims of all persons whomsoever.

NOTE TO RECORDER AND TAX ASSESSOR: This is a Distribution General Warranty Deed of unencumbered real property from a single member Limited Liability Company to its sole member in the process of the Grantor LLC winding up its affairs, and is given for nominal consideration. The beneficial interest in and to the Grantee member and the Property remains the same before and after this Conveyance, and this Deed does not represent any change in the beneficial ownership of the Property. Accordingly, no documentary stamps other than nominal stamps are due in connection with this Deed.

SIGNATURE PAGE TO
MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED
(BISCAYA STONE STREET 3, LLC)

Grantor has executed this Deed as of the date indicated above.

Signed, sealed and delivered in the presence of:
(as to both signatures)

BISCAYA STONE STREET 3, LLC,
a Florida limited liability company

BY: BISCAYA COCOA HOLDINGS, LLC,
a Florida limited liability company,
It's Manager and Sole Member

Sign Name: _____
Witness #1

CHARLES H. RATNER
Print Name: _____
Witness #1

By: _____
Oded M. Kaiser, Manager

Sign Name: _____
Witness #2

Karen Hamandi
Print Name: _____
Witness #2

By: _____
Pablo A. Camposano, Manager

STATE OF FLORIDA)
) **SS:**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of May, 2016, by ODED M. KAISER and PABLO A. CAMPOSANO, as Managers of Biscaya Cocoa Holdings, LLC, a Florida limited liability company, the Manager and Sole Member of **BISCAYA STONE STREET 3, LLC**, a Florida limited liability company corporation, on behalf of such limited liability company. They are personally known to me or have produced _____ as identification *(strike one)*.

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: _____

CHARLES H. RATNER
Print Name: _____
NOTARY PUBLIC
Serial No. (none, if blank): _____

CHARLES H. RATNER
MY COMMISSION # FF 236739
EXPIRES: October 3, 2019
Bonded Thru Notary Public Underwriters

Ellis, Clerk of Courts, Brevard County Doc. D: $0.70

This instrument prepared by:
And after recording return to
Charles H. Ratner, Esq., President
Charles Ratner, P.A.,
200 S. Biscayne Boulevard
Suite 3200
Miami FL 33131

Folio No. 24-36-33-31-0000D.0-0011.00

(For Recorder's Use Only)

MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED

(BISCAYA STONE STREET 1, LLC)

THIS GENERAL WARRANTY DEED, dated as of May 23, 2016 between **BISCAYA STONE STREET 1, LLC**, a Florida limited liability company, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantor") and **BISCAYA COCOA HOLDINGS, LLC**, a Florida limited liability company, its sole Member, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantee").

Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration paid by Grantee, receipt of which is acknowledged, distributes, grants, bargains, and conveys to Grantee the real property situate, lying and being in Brevard County, Florida, located at **337 Stone Street, Cocoa, FL 32922** legally described as follows ("Property"):

Lot 11, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida, LESS road right-of-way.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO: real estate taxes for 2016 and subsequent years, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, all without intent to reimpose the same.

AND, Grantor covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to transfer and convey the Property and the Grantor does hereby fully warrant the title to said land and Property, and will defend the same against lawful claims of all persons whomsoever.

NOTE TO RECORDER AND TAX ASSESSOR: This is a Distribution General Warranty Deed of unencumbered real property from a single member Limited Liability Company to its sole member in the process of the Grantor LLC winding up its affairs, and is given for nominal consideration. The beneficial interest in and to the Grantee member and the Property remains the same before and after this Conveyance, and this Deed does not represent any change in the beneficial ownership of the Property. Accordingly, no documentary stamps other than nominal stamps are due in connection with this Deed.

SIGNATURE PAGE TO
MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED
(BISCAYA STONE STREET 1, LLC)

Grantor has executed this Deed as of the date indicated above.

Signed, sealed and delivered in the presence of:
(as to both signatures)

BISCAYA STONE STREET 1, LLC,
a Florida limited liability company

BY: BISCAYA COCOA HOLDINGS, LLC,
a Florida limited liability company,
It's Manager and Sole Member

Sign Name:_____
Witness #1

Print Name: CHARLES H. RATNER
Witness #1

By:_____
Oded M. Kaiser, Manager

By:_____
Pablo A. Camposano, Manager

Sign Name:_____
Witness #2

Print Name: Karen Hamandi
Witness #2

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of May, 2016, by ODED M. KAISER and PABLO A. CAMPOSANO, as Managers of Biscaya Cocoa Holdings, LLC, a Florida limited liability company, the Manager and Sole Member of **BISCAYA STONE STREET 1, LLC**, a Florida limited liability company corporation, on behalf of such limited liability company. They are personally known to me ~~or have produced~~ _____ as identification *(strike one)*.

My Commission Expires:
[NOTARIAL SEAL]

Sign Name:_____

Print Name: CHARLES H. RATNER

NOTARY PUBLIC

Serial No. (none, if blank): _____

CHARLES H. RATNER
MY COMMISSION # FF 236739
EXPIRES: October 3, 2019
Bonded Thru Notary Public Underwriters

PROPERTY OWNER
LETTER OF AUTHORIZATION

APPLICATION REQUEST:

Zoning Map Amendment

AFFECTED PROPERTY: List the Parcel/Tax IDs that are subject to this Letter of Authorization. If there are more than four Parcel/Tax IDs, complete additional Letters of Authorization containing the additional Parcels/Tax IDs.

SEE ATTACHED PARCEL LIST

☐☐-☐☐-☐☐-☐☐-☐☐☐☐☐.☐-☐☐☐☐.☐☐

☐☐-☐☐-☐☐-☐☐-☐☐☐☐☐.☐-☐☐☐☐.☐☐

☐☐-☐☐-☐☐-☐☐-☐☐☐☐☐.☐-☐☐☐☐.☐☐

☐☐-☐☐-☐☐-☐☐-☐☐☐☐☐.☐-☐☐☐☐.☐☐

STATE OF Florida COUNTY OF Miami - Dade

I, Oded M. Kaiser, Manager of Biscaya Cocoa Holdings, LLC being first duly sworn, depose and say that I am the fee simple owner of the above-described property, and I hereby authorize

Mary D. Solik of Doty Solik Law to serve as agent on my behalf for the purpose of making and executing this application request. Also, I fully understand that any representation(s) made on my behalf, by my authorized representative, shall be legally binding on me and my aforesaid property as if I myself had made said representation(s).

(OWNER SIGNATURE)

Personally Known ✓ OR Produced Identification ✓

Type of I.D. Produced _____

(Print, Type, or Stamp Commissioned Name of Notary Public)

Notary Public State of Florida
Blanca C Vega
My Commission HH 421283
Expires 7/13/2027

Blanca C. Vega

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 07 day of December, 20 23.

Rev. 4-30-09

BISCAYA COCOA HOLDINGS, LLC

Parcel List

24-36-33-31-A-5

24-36-33-31-C-1

24-36-33-31-D-11

24-36-33-31-D-12

24-36-33-31-D-13

24-36-33-31-C-2

24-36-33-31-*-R.1

24-36-33-31-*-R.2

24-36-33-31-*-R.3

24-36-33-31-*-R.4

24-36-33-31-*-R.5

Detail by Entity Name

Florida Limited Liability Company
BISCAYA COCOA HOLDINGS, LLC

Filing Information

Document Number	L15000184312
FEI/EIN Number	81-1824590
Date Filed	10/29/2015
Effective Date	10/29/2015
State	FL
Status	ACTIVE

Principal Address

325 S Biscayne Blvd
Unit-3423
Miami, FL 33131

Changed: 03/15/2021

Mailing Address

325 S Biscayne Blvd
Unit-3423
Miami, FL 33131

Changed: 03/15/2021

Registered Agent Name & Address

CHARLES RATNER, P.A.
605 LINCOLN ROAD
SUITE 210
MIAMI BEACH, FL 33139

Address Changed: 04/10/2017

Authorized Person(s) Detail

Name & Address

Title MGR

KAISER, ODED M
325 S Biscayne Blvd
Unit-3423
Miami, FL 33131

Title MGR

CAMPOSANO, PABLO A
8525 SW 54 CT
MIAMI, FL 33143

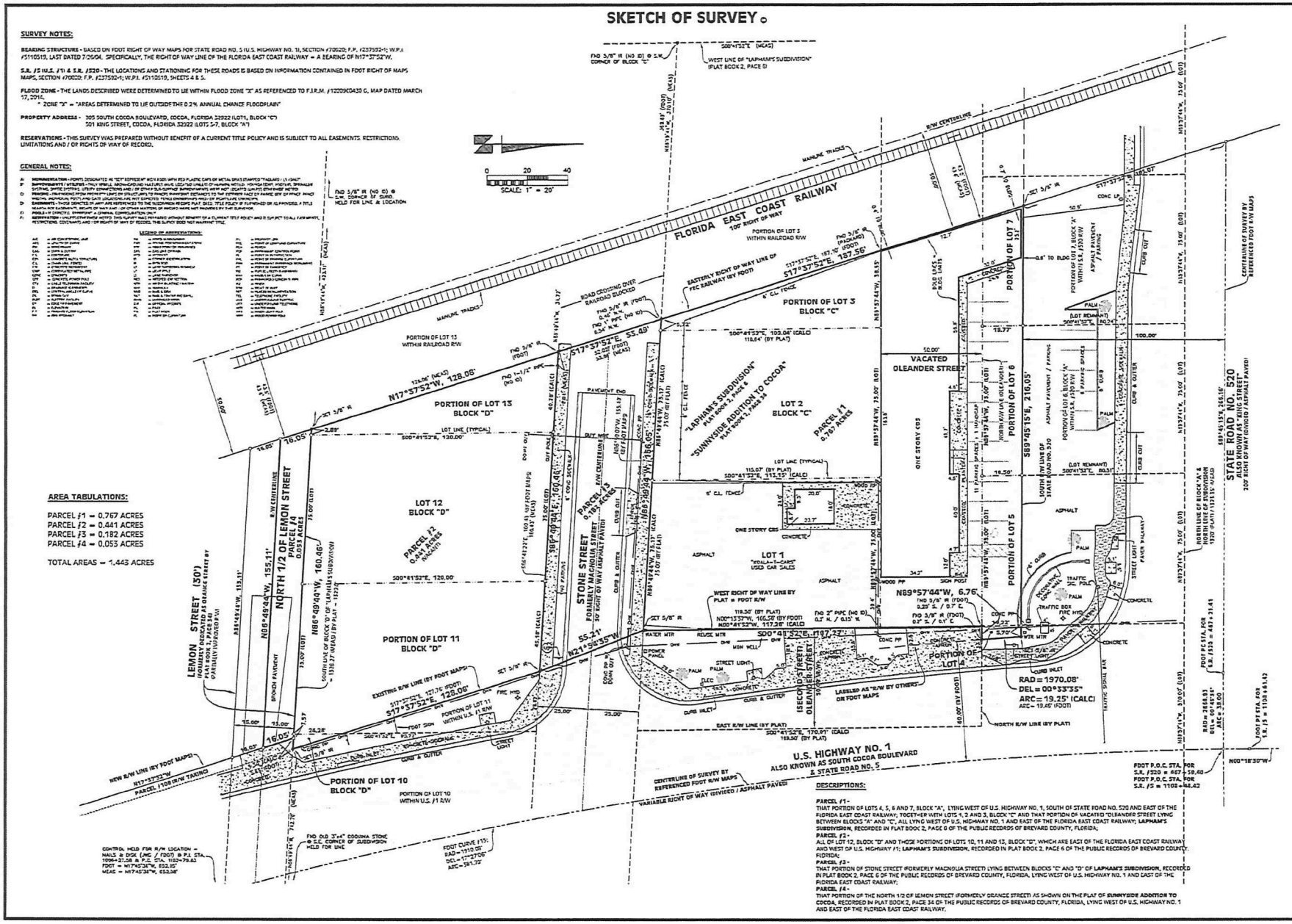
Annual Reports

Report Year	Filed Date
2021	03/15/2021
2022	01/27/2022
2023	03/30/2023

Document Images

03/30/2023 -- ANNUAL REPORT	View image in PDF format
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03/15/2021 -- ANNUAL REPORT	View image in PDF format
02/21/2020 -- ANNUAL REPORT	View image in PDF format
04/30/2019 -- ANNUAL REPORT	View image in PDF format
04/03/2018 -- ANNUAL REPORT	View image in PDF format
04/10/2017 -- ANNUAL REPORT	View image in PDF format
03/30/2016 -- ANNUAL REPORT	View image in PDF format
10/29/2015 -- Florida Limited Liability	View image in PDF format

SKETCH OF SURVEY



SURVEY NOTES:

BEARING STRUCTURE - BASED ON FDOT RIGHT OF WAY MAPS FOR STATE ROAD NO. 5 (U.S. HIGHWAY NO. 1), SECTION #70020, F.P. #237592-1; W.P.I #5110519, LAST DATED 7/09/04. SPECIFICALLY, THE RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY = A BEARING OF N17°37'52"W.

S.R. #5 (U.S. #1) & S.R. #520 - THE LOCATIONS AND STATIONING FOR THESE ROADS IS BASED ON INFORMATION CONTAINED IN FDOT RIGHT OF WAYS MAPS, SECTION #70020: F.P. #237592-1; W.P.I. #5110519, SHEETS 4 & 5.

FLOOD ZONE - THE LANDS DESCRIBED WERE DETERMINED TO LIE WITHIN FLOOD ZONE "X" AS REFERENCED TO F.I.R.M. #12009C0433 G, MAP DATED MARCH 17, 2014.
* ZONE "X" = "AREAS DETERMINED TO LIE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN"

PROPERTY ADDRESS - 305 SOUTH COCOA BOULEVARD, COCOA, FLORIDA 32922 (LOT1, BLOCK "C")
201 KING STREET, COCOA, FLORIDA 32922 (LOTS 5-7, BLOCK "A")

RESERVATIONS - THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A CURRENT TITLE POLICY AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, LIMITATIONS AND / OR RIGHTS OF WAY OF RECORD.

GENERAL NOTES:

- A: MONUMENTATION - POINTS DESIGNATED AS "SET" REPRESENT INCH ROD WITH RED PLASTIC CAPS OR METAL DISK STAMPED "PACKARD / LS 6947"
- B: IMPROVEMENTS / UTILITIES - ONLY VISIBLE, ABOVE-GROUND NATURAL AND MAN-MADE OBJECTS OF HUMAN INTEREST, HOWEVER, SPRINKLER SYSTEMS, WATER SYSTEMS, UTILITY CONNECTIONS AND / OR OTHER SUBSURFACE IMPROVEMENTS, WERE NOT LOCATED UNLESS OTHERWISE NOTED.
- C: FENCING - DISTANCES FROM PROPERTY LINES OR STRUCTURES TO FENCES, PAVEMENT DISTANCES TO THE EXTERIOR FACE OF FENCE, SIDE OF FENCE, AND/OR WIDTHS, INDIVIDUAL POSTS, AND GATE LOCATIONS ARE NOT DEPICTED. FENCE OWNERSHIPS UNLESS OTHERWISE NOTED.
- D: EASEMENTS - UNLESS DIRECTED BY ANY INTERESTED TO THE CONTRARY BEFORE PLAT SALE, TITLE POLICY IF FURNISHED OR AS PROVIDED A TITLE COMMITMENT OR OPINION, REPORT OR DATA AND / OR OTHER MATTERS OF RECORD WERE NOT PROVIDED BY THE SURVEYOR.
- E: BOUNDARY LINES - DESCRIPTIONS AND/OR BOUNDARY LINES DEPICTED WITHOUT BENEFIT OF A CURRENT TITLE POLICY AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, COVENANTS AND / OR RIGHTS OF WAY OF RECORD. THE SURVEY DOES NOT WARRANT TITLE.

LEGEND OF ABBREVIATIONS:

A/C = AIR CONDITIONER UNIT	FIRM = FLOOD INSURANCE RATE MAP	PROP. = PROPERTY LINE
ASPH. = ASPHALT PAVEMENT	FIP = FOUND IRON PIPE	P.O.B. = POINT OF BEGINNING
BLDG. = BUILDING	FIR = FOUND IRON ROD	P.O.C. = POINT OF COMMENCEMENT
BM = BENCH MARK	FIRC = FOUND IRON ROD & CAP	P.R.M. = PERMANENT REFERENCE MONUMENT
C = CALCULATED	FND = FOUND	P.C.P. = PERMANENT CONTROL POINT
CALC = CALCULATED	FPC = FOUND PIPE & CAP	R = RADIUS
CATV = CABLE TV	FPK = FOUND PK NAIL	R/W = RIGHT OF WAY
CB = CATCH BASIN	FPKC = FOUND PK NAIL & CAP	RCP = REINFORCED CONCRETE PIPE
CBS = CONCRETE BLOCK STRUCTURE	FSIR = FOUND SET IRON ROD	RES. = RESIDENCE
CH = CHORD	FSIRC = FOUND SET IRON ROD & CAP	SEC. = SECTION
CL = CENTERLINE	GAR. = GARAGE	SIR = SET IRON ROD
CLF = CHAIN LINK FENCE	I.D. = IDENTIFICATION	SIRC = SET IRON ROD & CAP
CONC. = CONCRETE	INV. = INVERT	SPK = SET PK NAIL
CPP = CONCRETE POWER POLE	L = ARC LENGTH	SPKC = SET PK NAIL & CAP
D = DEED	LB = LICENSED BUSINESS	TEL. = TELEPHONE
DEL = DELTA ANGLE	M = MEASURED	TYP. = TYPICAL
DRIVE = DRIVEWAY	MAS = MASONRY	UP = UTILITY POLE
E = EAST	MB = MAP BOOK	W = WEST
EL. = ELEVATION	MES = MASONRY ENCLOSURE STRUCTURE	WM = WATER METER
ENCL. = ENCLOSURE	MH = MANHOLE	WV = WATER VALVE
EOP = EDGE OF PAVEMENT	N = NORTH	
EOW = EDGE OF WATER	NAD = NORTH AMERICAN DATUM	
FD = FOUND	NGVD = NATIONAL GEODETIC VERTICAL DATUM	
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION	NTS = NOT TO SCALE	
FF = FINISHED FLOOR	OHW = OVERHEAD WIRES	
FFE = FINISHED FLOOR ELEVATION	PB = PLAT BOOK	
FH = FIRE HYDRANT	PG = PAGE	

AREA TABULATIONS:

PARCEL #1 = 0.767 ACRES
PARCEL #2 = 0.441 ACRES
PARCEL #3 = 0.182 ACRES
PARCEL #4 = 0.053 ACRES

TOTAL AREAS = 1.443 ACRES

DESCRIPTIONS:

PARCEL #1 -
THAT PORTION OF LOTS 4, 5, 6 AND 7, BLOCK "A", LYING WEST OF U.S. HIGHWAY NO. 1, SOUTH OF STATE ROAD NO. 520 AND EAST OF THE FLORIDA EAST COAST RAILWAY; TOGETHER WITH LOTS 1, 2 AND 3, BLOCK "C" AND THAT PORTION OF VACATED "OLEANDER STREET LYING BETWEEN BLOCKS "A" AND "C", ALL LYING WEST OF U.S. HIGHWAY NO. 1 AND EAST OF THE FLORIDA EAST COAST RAILWAY; LAPHAM'S SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 6 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;

PARCEL #2 -
ALL OF LOT 12, BLOCK "D" AND THOSE PORTIONS OF LOTS 10, 11 AND 13, BLOCK "D", WHICH ARE EAST OF THE FLORIDA EAST COAST RAILWAY AND WEST OF U.S. HIGHWAY #1; LAPHAM'S SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 6 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;

PARCEL #3 -
THAT PORTION OF STONE STREET (FORMERLY MAGNOLIA STREET) LYING BETWEEN BLOCKS "C" AND "D" OF LAPHAM'S SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 6 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING WEST OF U.S. HIGHWAY NO. 1 AND EAST OF THE FLORIDA EAST COAST RAILWAY;

PARCEL #4 -
THAT PORTION OF THE NORTH 1/2 OF LEMON STREET (FORMERLY ORANGE STREET) AS SHOWN ON THE PLAT OF SUNNYSIDE ADDITION TO COCOA, RECORDED IN PLAT BOOK 2, PAGE 34 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING WEST OF U.S. HIGHWAY NO. 1 AND EAST OF THE FLORIDA EAST COAST RAILWAY.

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, F.A.C. PURSUANT TO SECTION 472.027, FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

Date: 7/20/15

REVISIONS
ORIGINAL SURVEY DATE
MAP/BOUNDARY SURVEY

r.m. packard
SURVEYING & MAPPING, INC.
197 BOUGAINVILLEA DRIVE / SUITE "D"
ROCKLEDGE, FLORIDA 32955
TEL: (321) 639-4646 FAX: (321) 639-4952
WWW.RMPACKARD.COM

BOUNDARY SURVEY FOR:
BISCAYA COCOA HOLDINGS, LLC

DRAWN BY: RMP
CHK'D BY:
DATE: 7/20/15
DWG #: D-15-160
NOTES: FILES
JOB #: 15-160

SHEET 1 OF 1

LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Brevard, State of Florida, and is described as follows:

PARCEL 1:

Lot 1, Block C, less road right-of-way, LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida.

PARCEL 2:

That part of Lots 5, 6 and 7, In Block A, LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida, together with the area formerly contained in Oleander Street, all as described in Official Records Book 441, Page 336 and Official Records Book 460, Page 589, all of the Public Records of Brevard County, Florida.

Also known as:
That portion of Lots 5, 6 and 7, Block "A", LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida, lying South of the road right of way of State Road No. 520 and East of the right of way line of the Florida East Coast Railway, together with the area formerly contained in Oleander Street, all as described in Official Records Book 441, Page 336 and Official Records Book 460, Page 589, all of the Public Records of Brevard County, Florida.

PARCEL 3:

Lot 2, Block C, LAPHAM'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida; excepting, however, all land adjoining said Lot on the North and embraced within the area of that portion of Oleander Street which has been vacated.

Also: Begin at the Southeast corner of Lot 3, Block C, LAPHAM'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida; thence run along the South line of said Lot West to the East side of the right-of-way of the Florida East Coast Railway, thence run the East side of said railroad right-of-way Northwesterly to the North line of said Lot 3, thence run the North line of said Lot 3 East to the Northeast corner thereof, thence run the East line of said Lot South to the point of beginning, excepting, however, all land adjoining said Lot on the North and embraced within the area of that portion of Oleander Street which has been vacated.

PARCEL 4:

A portion of vacated Stone Street as shown in City of Cocoa Resolution No. 2016-103, recorded in Official Record Book 7724, Page 150 in the Public Records of Brevard County, Florida, more particularly described as follows:

The North half of the following described parcel abutting said Parcels 1 and 3:

That portion of Stone Street (said street being an un-named 50 foot wide right-of-way dedicated by "LAPHAM'S SUBDIVISION", recorded in Plat Book 2, Page 6 and re-dedicated as Magnolia Street by "SUNNYSIDE ADDITION TO COCOA, FLORIDA", recorded in Plat Book 2, Page 34, both of the Public Records of Brevard County, Florida), which lies west of the west right-of-way line of U.S. Highway No. 1 and east of the east right-of-way line of the Florida East Coast Railway (a 100 foot wide right-of-way), more particularly described as follows: Begin at the Southeast corner of Lot 1, Block "C" of "LAPHAM'S SUBDIVISION" recorded in Plat Book 2, Page 6 of the Public Records of Brevard County, Florida, (said point being on the west right-of-way line of U.S. Highway No.1 as defined by Florida Department of Transportation Right of Way Maps, Section 70020, W.P.I. 5110519, F.P. 237592-1, dated 7/30/04), thence run west, along the north right-of-way line of Stone Street, a distance of 156 feet, more or less, to a point on the east right-of-way line of the Florida East Coast Railway; thence southeasterly, along said east right-of-way line, a distance of 53.5 Feet, more or less, to a point on the south right-of-way line of said Stone Street; thence east, along said south right-of-way, a distance of 160 FEET, more or less, to an intersection with the west right-of-way line of U.S. Highway No. 1 (a variable width right-of-way) as defined by the aforesaid Florida Department of Transportation Right of Way Maps; thence northwesterly, a distance of 55 Feet, more or less to the Point of Beginning.

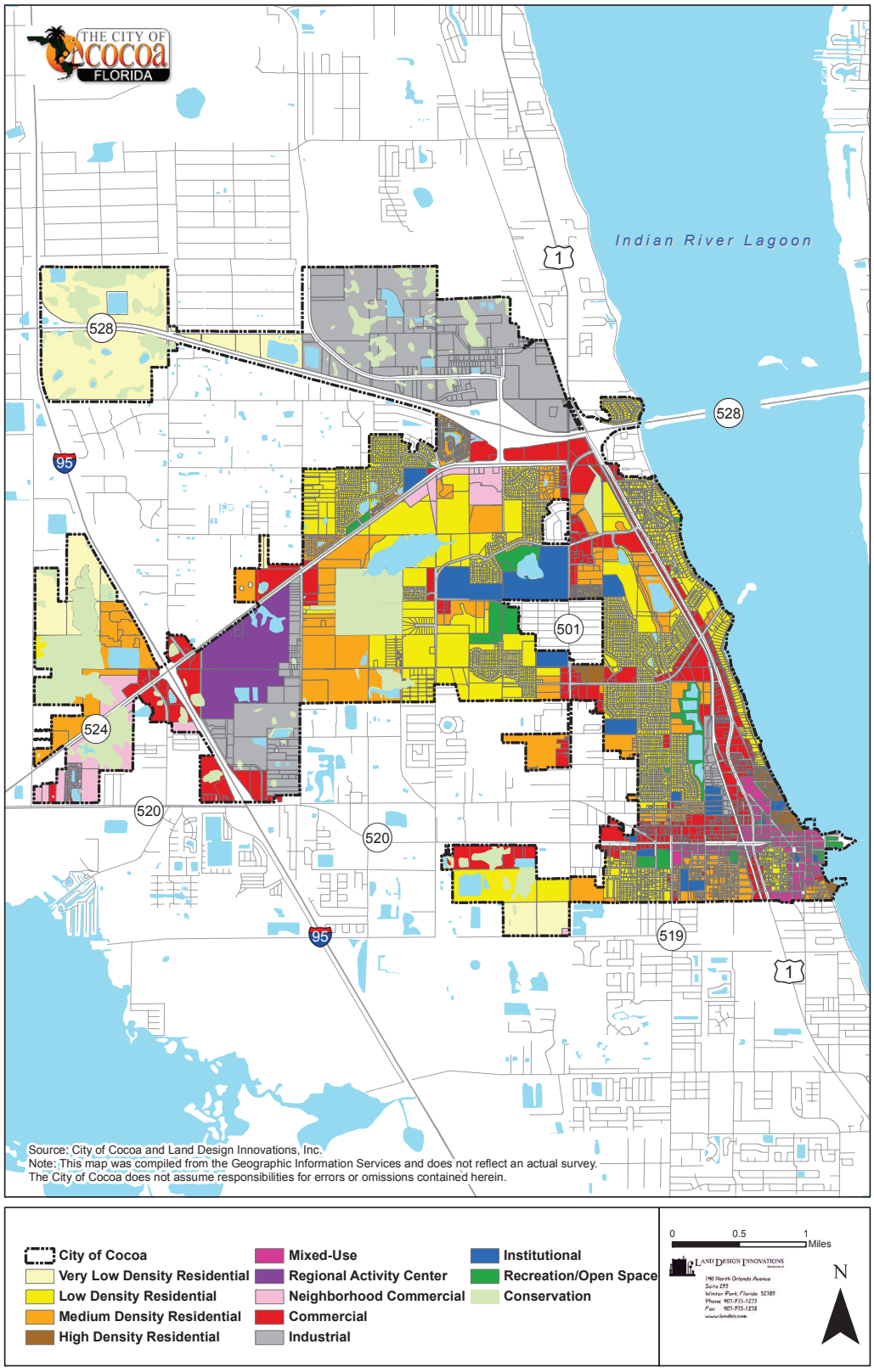
Together with:

Lot 11, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida, LESS road right-of-way.

Lot 12, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida.

Lot 13, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida.

Map M-I-7: Future Land Use Map



LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

CITY OF COCOA (TE)
Accounting Division
City Of Cocoa - Te
65 Stone ST
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

01/23/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/23/2024

Legal Clerk

Notary, State of WI, County of Brown

1-7-25

My commision expires

Publication Cost:	$382.88	
Order No:	9756679	# of Copies:
Customer No:	1127247	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Ad#9756679 1/23/2024

CITY OF COCOA
NOTICE OF PUBLIC HEARING, ZONING MAP AMENDMENT AND SITE PLAN & PRELIMINARY PLAT APPROVAL
NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING:

PZ-24-02100001 – ZONING MAP AMENDMENT (301 S. Cocoa Blvd)

A. Ordinance XX-2024. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; amending the Official Zoning Map designation of eleven (11) parcels of real property, totaling 1.39 acres, more or less, and generally located on the southwest corner of SR-520 and US-1, more particularly depicted and legally described on Exhibit "A" attached hereto, from Commercial Parkway District (C-P) to Neighborhood Commercial (C-N); providing for the repeal of prior inconsistent ordinances and resolutions, severability, and an effective date. Parcel ID numbers: 24-36-33-31-A-5, 24-36-33-31-C-1, 24-36-33-31-D-11, 24-36-33-31-D-12, 24-36-33-31-D-13, 24-36-33-31-C-2, 24-36-33-31-*-R.1, 24-36-33-31-*-R.2, 24-36-33-31-*-R.3, 24-36-33-31-*-R.4, and 24-36-33-31-*-R.5.

PZ-21-00100002- SITE PLAN AND PRELIMINARY PLAT APPROVAL (Lakes at Cocoa Groves)

B. Consideration of a large-scale site plan and preliminary plat, pursuant to Chapter 18 and Appendix A, Zoning, Article XIII, Sec. 1 of the Cocoa City Code, of one (1) parcel of real property, totaling 246.43 acres, more or less, and generally located on the northeast corner of SR-528 and I-95, in Cocoa, Florida, for a residential subdivision of approximately 350 lots with private recreational common space and amenities. Tax Parcel ID number: 24-35-10-00-3.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD FOR BOTH ITEMS ON:
February 7, 2024
CITY COUNCIL 1st PUBLIC HEARING FOR ITEM A WILL BE HELD ON
February 13, 2024
CITY COUNCIL FINAL PUBLIC HEARING FOR THE PRELIMINARY PLAT IN ITEM B WILL BE HELD ON
February 13, 2024
ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:

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

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

The BOA or PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

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

Special Information for Quasi-Judicial Hearings:

Any person that (1) can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large; and (2) wishes to present factual or expert witnesses and/or evidence at the quasi-judicial hearing is highly encouraged to immediately contact Lucilene Ribeiro, Planner, at (321) 433-8535 or lribeiro@cocoafl.gov, to make proper arrangements for presentation of witnesses and/or evidence. All witnesses should be identified and all evidentiary documents and exhibits that are intended to be distributed to the BOA, P&Z/LPA and City Council should be submitted to Ms. Ribeiro via email or mail at least three (3) days prior to the hearing.

Legislation Details (With Text)

File #:	24-178	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	4/3/2024			**In control:**	City Council
On agenda:	5/14/2024			**Final action:**	
Title:	Consider the Appointment of Brenda Fox, Angelia Smith and/or Gloria Weatherspoon, to Fill Two Vacancies on the Diamond Square Board. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Fox Application.pdf Smith Application.pdf Weatherspoon Application.pdf Recorded _ Diamond Square Interlocal Agreement CRA with Brevard County.pdf Diamond Square Redevelopment Roster.pdf Board Vacancies Post.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 02, 2024
Agenda Date: May 14, 2024
Prepared By: Abigail Bass, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Appointment of Brenda Fox, Angelia Smith and/or Gloria Weatherspoon, to Fill Two Vacancies on the Diamond Square Board.

BACKGROUND:

Ms. Fox served on the North Cocoa Civic League for over 15 years as well as served on the CDBG board for about 10 years. She wants to continue helping not only her children but the children of the community. She has a lot of interest in looking for ways to better the community and currently meets all requirements to serve on a City board.

Ms. Smith has lived in Cocoa for 50 years and mentioned that she has a deeply rooted family legacy here. She is currently serving as the Director for the Transfer Center at UCF. She is committed to addressing the needs of the community and meets all requirements to serve on a City board.

Ms. Weatherspoon has a passion for public service and has 25 years of leadership and project management experience, including involvement in the community. She is invested in seeing the community grow and flourish. She currently meets all requirements for serving on a City board.

The Diamond Square Board currently has two vacancies. One vacancy is a one-year term that will expire in January of 2025. The other vacancy is a two-year term that will expire in January of 2026. It is at the discretion of Council to determine which applicant they would like to fill each of the two vacancies and for which term.

The City's board vacancies were advertised on all of its social media platforms on March 21, 2024. They were also posted on the City's website on its Board Vacancies page prior to this date.

A current board roster is attached for Council's review.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

City Council appoints and reappoints members to City Boards as vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consider the Appointment of Brenda Fox, Angelia Smith and/or Gloria Weatherspoon, to Fill Two Vacancies on the Diamond Square Board.

Abigail Bass

From: noreply@civicplus.com
Sent: Wednesday, January 31, 2024 12:47 AM
To: City Clerk
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Brenda
Last Name	Fox
Application Date	1/31/2024
Address1	1110 Abington St
City	Cocoa
State	Florida
Zip	32922
Cocoa City Council District	District 2
Home Phone Number	3216367446
Work Phone Number	*Field not completed.*
Cell Phone Number	3212667453
Other Phone Number	*Field not completed.*
Place of Business	*Field not completed.*
Title/Position Held	*Field not completed.*

Date of Birth*	[redacted]
E-mail Address	ebfox74@yahoo.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Redevelopment Agency (Diamond Square)

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes

If yes, please list all addresses you own in the City of Cocoa:

Address1	1110 Abington St
Address2	1110 Abington St.
City	Cocoa
State	Florida
Zip	32922
Address1	*Field not completed.*
Address2	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip	*Field not completed.*
Are you registered to vote in Brevard County, Florida?	Yes

Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No
Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I have been active, and have has a concern about my community for many years. Supporting my children in there activities, as well as those children within my community. I have served with the North Cocoa Civic League for over 15 years, as well as serving on the CDBG Board for about 10 years. I am always looking for ways that our community can be better.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	African-American
Gender	Female
Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Brenda Henry-Fox
Date:	1/31/2024
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings),

dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

Abigail Bass

From: noreply@civicplus.com
Sent: Thursday, March 21, 2024 11:55 PM
To: City Clerk
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Angelia
Last Name	Smith
Application Date	3/21/2024
Address1	601 Barbara Jenkins Street
City	Cocoa
State	Florida
Zip	32922
Cocoa City Council District	District 1
Home Phone Number	3216263285
Work Phone Number	*Field not completed.*
Cell Phone Number	3216263285
Other Phone Number	*Field not completed.*
Place of Business	University of Central Florida, Orlando FL
Title/Position Held	Director, UCF Transfer Center

Date of Birth*	[redacted]
E-mail Address	angelia@ucf.edu

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Redevelopment Agency (Diamond Square)

(Section Break)

Eligibility	
Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes

If yes, please list all addresses you own in the City of Cocoa:

Address1	576 King Street Cocoa
Address2	*Field not completed.*
City	Cocoa
State	FL
Zip	32922
Address1	Vacant lot corner of Valencia and King Street, commercial property
Address2	*Field not completed.*
City	Cocoa
State	FL
Zip	32922

Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No
Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	Angelia Jones Smith LinkedIn profile.pdf
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I am Angelia Jones Smith, and I have lived in Cocoa for 50 of my 53 years. I Imoved to Orlando for a short time in 2014 and moved back to this community, district 1 in 2017. I am deeply interested in serving on the Diamond Square Redevelopment Agency Board. With a family legacy deeply rooted in Cocoa's history. My mother was born and raised in Cocoa on Magnolia (Stone) Street and graduated from Monroe High in 1964. My father, Ed Jones, had a two-decade tenure on this board and has a longstanding business presence in the city since the 1960s. I am committed to giving back to the community that has shaped me. I am a proud alumna of Cocoa schools, from Saturn Elementary to Cocoa High School, class of 1988 – Tiger Pride, Tiger Pride!! I have a Master's degree in Higher Education Leadership from UCF, I bring a unique blend of personal connection and professional expertise to the table. Currently serving as the Director for the Transfer Center at UCF, I oversee engagement with approximately 15,000 transfer students annually, demonstrating my leadership skills and ability to connect with diverse communities. I am passionate about leveraging my experience and love for Cocoa to contribute to the Diamond Square Redevelopment Agency Board. I am committed to ensuring that our redevelopment efforts align with the needs and aspirations of our community. Thank you for considering my application. I am excited about the opportunity to shape the future of Cocoa alongside you. Please review my Linkedin page if you need further information, https://www.linkedin.com/in/angeliajonessmith/ Sincerely, Angelia Jones Smith

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	African-American
Gender	Female
Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Angelia Monique Jones Smith
Date:	3/21/2024
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

Abigail Bass

From: noreply@civicplus.com
Sent: Monday, March 11, 2024 10:39 AM
To: City Clerk
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Gloria
Last Name	Weatherspoon
Application Date	3/11/2024
Address1	354 Laredo Drive Unit 206
City	Cocoa
State	FL
Zip	32926
Cocoa City Council District	District 1
Home Phone Number	3212943041
Work Phone Number	*Field not completed.*
Cell Phone Number	3212943041
Other Phone Number	*Field not completed.*
Place of Business	Retired Air Force
Title/Position Held	Retired

Date of Birth*	[redacted]
E-mail Address	gloria.l.weatherspoon@gmail.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Redevelopment Agency (Diamond Square)

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	No

If yes, please list all addresses you own in the City of Cocoa:

Address1	*Field not completed.*
Address2	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip	*Field not completed.*
Address1	*Field not completed.*
Address2	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip	*Field not completed.*
Are you registered to vote in Brevard County, Florida?	Yes

Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No
Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	As a resident of the city of cocoa I want to play an active role is the growth and economic development of the city and it's citizens. I have a passion for public service and can be of service utilizing my 25 years of leadership and project management experience. I am a quick learner and a valuable team mate. I have the flexibility in my schedule to commit my time and be an active member on the board. I have an established relationships/partnerships within the city and I am highly skilled in establishing beneficial partnerships. I am invested in seeing this community grow and flourish and look forward to serving along side the board members if selected.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	African-American
Gender	Female
Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Gloria L. Weatherspoon
Date:	3/11/2024
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings),

dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

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CFN 2019274806, OR BK 8617 PAGE 1078,
Recorded 12/18/2019 at 11:58 AM, Scott Ellis, Clerk of Courts, Brevard County
Pgs:7

INTERLOCAL AGREEMENT
BETWEEN CITY OF COCOA,
DIAMOND SQUARE REDEVELOPMENT AGENCY, AND
BREVARD COUNTY

THIS INTERLOCAL AGREEMENT is entered into by and between the CITY OF COCOA, a Florida municipal corporation, 65 Stone Street, Cocoa, Florida 32922 (hereinafter "the CITY"), the CITY OF COCOA DIAMOND SQUARE REDEVELOPMENT AGENCY, (hereinafter "the AGENCY"), and BREVARD COUNTY, a political subdivision of the State of Florida, in its own name and in behalf of each County Taxing Authority, as defined in section 2b., below), 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter collectively called "the COUNTY").

WITNESSETH:

WHEREAS, the CITY created the AGENCY pursuant to CITY Ordinance 13-98 and after the COUNTY delegated its authority under Part III, ch.163, Florida Statutes, as set forth in COUNTY Resolution 097-161; and

WHEREAS, the CITY created a tax increment redevelopment trust fund (TRUST FUND) pursuant to section 163.387, Florida Statutes, and CITY as a part of the noted CITY and COUNTY enabling authority; and

WHEREAS, the CITY and COUNTY have continuously paid their respective full trust fund payments required by section 163.387(1), Florida Statutes to the AGENCY since the first fiscal year of the AGENCY's operation; and

WHEREAS, the COUNTY is facing certain budget issues relating to road maintenance, construction and reconstruction due to county charter restrictions on ad valorem tax revenues and other factors; and

WHEREAS, the COUNTY has evaluated multiple options to address these budget issues; and

WHEREAS, part of a solution to the COUNTY budget concerns would involve negotiation of an interlocal agreement with various cities and AGENCYs with the goal of working toward reducing or ceasing the COUNTY's future annual trust fund contributions in order to utilize those funds for road maintenance, construction, and reconstruction; and

WHEREAS, the COUNTY and CITY also recognize that the AGENCY continues to serve an important public purpose and that continuing to encourage and foster redevelopment activities within the AGENCY's boundaries using AGENCY TIF Payments, consistent with the AGENCY's Redevelopment Plan, remains necessary to alleviate blight and slum conditions within the

AGENCY boundaries, and that the alleviation of these conditions is in the best interests of not only the citizens and businesses within the CITY, but the citizens and businesses of Brevard County as a whole; and

NOW, THEREFORE, the parties mutually agree as follows:

1. **RECITATIONS**. The foregoing recitations are true and correct and incorporated by this reference.

2. **DEFINITIONS**. The terms below shall have the indicated meanings.

a. "Increment" or "Tax Increment" shall have the same meaning as "increment" as set forth in section 163.387(1)(a), Florida Statutes.

b. "County Taxing Authority" means Brevard County, through its Board of County Commissioners and any COUNTY established Municipal Services Taxing Unit (MSTU) or dependent special districts in behalf of which the COUNTY levies taxes or approves a budget to the extent such MSTU or dependent special district is required to contribute a tax increment to the trust fund established by the CITY for the AGENCY in accordance with the requirements of section 163.387, Florida Statutes.

3. **AUTHORITY.** This agreement is being entered into under the authority vested in the parties by section 163.387(3)(b), Florida Statutes and, pursuant to that authority, supersedes any provision or requirement set forth in section 163.387, Florida Statutes to the extent of any conflict with this agreement and that statutory provision.

4. **AGENCY BOARD.**

a. Effective October 1, 2019, the Parties agree the Agency Board will be reformed in accordance with section 163.356, Florida Statutes as a seven (7) member board and as required by this Agreement.

b. In accordance with the provisions of section 163.356(2), Florida Statutes, one member of the board of commissioners for the AGENCY will be the Brevard County Board of County Commissioner in whose District the Agency is located. If that Commissioner desires to appoint a designee to take his/her place as the representative of the taxing authority, the designee must be approved by the COUNTY board as its representative and the designee must otherwise meet the qualifications at section 163.356(3)(b), Florida Statutes. The remaining six (6) members of the AGENCY Board shall be appointed by the CITY. Existing Agency Commissioners may be reappointed to the AGENCY Board. The Parties agree that section 163.356(3)(b) and 163.340(17), Florida Statutes, define the Agency's area of operation as equal

to the CITY's corporate limits. This Agency position is a full voting position. The District Commissioner's duty is considered an additional duty of office for the Brevard County Commissioner as authorized by section 163.356(2), Florida Statutes.

c. Section 163.356(2), Florida Statutes provides that the terms of office of each Agency Commissioner will be for four years, except that three of the CITY appointed members first appointed hereunder shall be designated to service terms of 1, 2, and 3 years, respectively, from the date of their appointments, and all other members shall be designated to serve for terms of four years from the date of their appointments. A vacancy occurring during a term shall be filled for the unexpired term.

d. Additionally, the Parties agree that upon completion of his or her current term, no Agency Commissioner may serve more than two (2) consecutive terms followed by at least one year off of the board before they may be considered for reappointment. Upon reappointment, said individual will again be subject to the two (2) consecutive term limit.

5. **AGENCY TERMINATION DATE.** The AGENCY termination date is September 30, 2032. The Parties agree that the AGENCY, the CITY, and COUNTY shall take such actions as may be required to terminate the AGENCY on the termination date, which action shall include the amendment or repeal of any CITY or COUNTY resolutions or ordinances (1) delegating authority to the CITY to create a community redevelopment agency and (2) creating the community redevelopment agency and trust fund.

6. **COUNTY TAX INCREMENT PAYMENT**. As required by section 163.387, Florida Statutes, the COUNTY will continue its annual tax increment contribution to the AGENCY trust fund in every fiscal year through the AGENCY's termination date, however, said annual COUNTY contribution shall be capped at an amount not to exceed $150,000 in any fiscal year in which the AGENCY exists. In the event the COUNTY's tax increment exceeds $150,000 in any fiscal year ("Extra TIF"), nothing in this Agreement shall be construed or interpreted as preventing the COUNTY from contributing, in its sole discretion, the Extra TIF to fund any portion of an AGENCY redevelopment project described in Section 10 of this Agreement. The Parties agree that no County tax increment funds (TIF) will be used to fund travel expenses for Agency Board Members.

7. **INDEBTEDNESS AND PROPERTY.** No provision of this Agreement shall be construed or interpreted as limiting or prohibiting the Agency from incurring indebtedness of any kind allowed by law. However, the Parties agree the maturity date for any existing or future indebtedness incurred by the Agency, for which COUNTY Tax Increment Fund payments have been pledged as a source of revenue, shall not extend beyond the Agency Termination Date. The CITY and AGENCY agree to obtain COUNTY agreement prior to incurring any new indebtedness for which the CITY and AGENCY will use COUNTY increment funds as the source of repayment. The CITY agrees to assume, and to be fully liable for any indebtedness owed, and

receive title to all property owned by the AGENCY after the AGENCY termination date, as provided in section 189.076(2), Florida Statutes.

8. **CITY PAYMENT INTO AGENCY TRUST FUND**. Nothing in this agreement shall be deemed to prevent the CITY from continuing to contribute into the AGENCY trust fund through the AGENCY termination date.

9. **ANNUAL AUDIT; REPORT; AND MEETING.** The AGENCY will comply with the annual reporting requirements in section 163.371, Florida Statutes and the financial audit report requirements in section 163.387(8), Florida Statutes, as amended from time to time. In accordance with Section 163.371(1), the COUNTY agrees that a digital map identical to the current version published by the AGENCY meets the requirement to show geographic boundaries. See http://cocoacity.maps.arcgis.com/apps/webappviewer/index.html?id=a9691ce49ac84cf193a6a42aab77f4f0. Additionally, the CITY and AGENCY agree to contractually require the independent auditor preparing the AGENCY's annual audit report to examine AGENCY expenditures and certify that all AGENCY tax increment revenues have been lawfully expended for the community redevelopment purposes authorized under the provision of chapter 163, Part III, Florida Statutes. If any AGENCY expenditure is not certified as compliant by the independent auditor, the CITY and AGENCY, at their discretion, will take whatever steps are necessary to bring any such expenditure into compliance including, but not limited to, contesting the independent auditor's opinion, reimbursing the AGENCY for such expenditure with CITY funds, or by such other lawful means. After submitting the annual AGENCY audit report, the City Manager of the CITY shall annually meet with the County Commissioner in whose District the AGENCY is located to discuss the annual audit reports, if the annual meeting is requested by said County Commissioner. No provision of this Agreement shall be construed or interpreted to restrict or prohibit the COUNTY from conducting, at its expense, any other audit of the AGENCY's expenditures as allowed by law.

10. **PROJECT IDENTIFICATION.** The Parties agree that the Diamond Square Community Redevelopment Plan Update, City of Cocoa, Florida, prepared by Real Estate Research Consultants, Inc., AECOM, and Planning Design Group, and dated March 2014 ("Agency Plan"), has been approved by the CITY, AGENCY and COUNTY, and that the Agency Plan is in full force and effect. The Agency plan specifically identifies the Agency redevelopment projects to be funded by tax increment funding and the funds proposed to be allocated to each such project. A list of the currently approved AGENCY projects, as set forth in the current Agency plan, is at Exhibit "A", attached and incorporated by this reference. Nothing in this section shall prevent the AGENCY, in its discretion, from reallocating plan approved funding to other projects identified in the approved Agency plan, provided that any new projects do not exceed the total planned expenditures outlined in the Plan. Any changes to the AGENCY's Plan subsequent to the execution of this Agreement shall require the approval of the Brevard County Board of County Commissioners. Acceptance of the Agency plan by the COUNTY shall

not be deemed to extend the term of the AGENCY beyond the term provided in this Agreement.

11. **LIMITATION ON ADMINISTRATIVE EXPENSES.** No provision of this Agreement shall be construed or interpreted as limiting or prohibiting the CITY from annually providing administrative services to the AGENCY which are necessary and incidental to the implementation of the AGENCY Community Redevelopment Plan adopted by the CITY and the AGENCY. Additionally, each fiscal year, the AGENCY shall be permitted to reimburse the CITY for such annual administrative services. Said reimbursement, payable from COUNTY tax increment funds, shall not exceed twenty -five percent (25%) of the COUNTY TIF payments. However, the CITY may use other tax increment funds to reach the amount previously authorized by COUNTY Resolution No. 97-161 and CITY Ordinance No. 13-98 (Sec. 8-58(b), City Code) for each fiscal year in which reimbursement is made.

12. **EFFECT OF AGREEMENT.** This Agreement, including the exhibits, and any written amendments executed by the Parties to this Agreement constitute the entire agreement between the Parties. This agreement may be amended only by written agreement approved and executed with the same formalities as this Agreement by all parties. This Agreement supersedes all prior agreements to the extent that they are in conflict with this Agreement. This Agreement does not alter CITY Resolution No. 98-19, City Ordinance No. 13-98 and COUNTY Resolution No. 97-161. The Parties agree to modify or amend these documents on an individual basis, as applicable and necessary, to implement this Agreement. Nothing in this Agreement shall be interpreted as modifying the authority of the Board of County Commissioners as outlined in Section 3(b) of Resolution 97-161.

13. **ATTORNEY'S FEES.** In the event any litigation arises out of this Agreement or under this Agreement, each party shall bear its own attorney's fees and costs.

14. **NOTICES.** All notices, requests, demands and other communications which are required or may be given under this agreement shall be in writing and, in the case of notice to the City or County Manager, by email. Notice shall be deemed to have been duly given if emailed and by personal delivery or deposit of the same in first class mail, postage prepaid by certified mail:

CITY:
City Manager
City of Cocoa
65 Stone St.
Cocoa, FL 32922
(email address available at City Website)

AGENCY:
Community Redevelopment Agency Director
c/o City Manager
Diamond Square Community Redevelopment Agency

65 Stone St.
Cocoa, FL 32922

COUNTY: Brevard County Manager
2725 Judge Fran Jamieson Way
Viera, FL 32940
(email address available at County Website)

or to such other addresses such by notice in writing to any other parties.

15. **GOVERNING LAW.** The validity, construction and enforcement of and the remedies under this agreement shall be governed in accordance with the laws of the State of Florida, and venue of any proceeding shall be Brevard County, Florida.

16. **SAVINGS CLAUSE**. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

17. **EFFECTIVE DATE.** This Agreement shall take effect on the date that it is executed by both parties and recorded in the Official Records of Brevard County, Florida. Upon execution of this Agreement by both Parties, the COUNTY shall promptly record this Agreement in the Official Records of Brevard County, Florida and return a recorded copy of this Agreement to the CITY's City Manager at the address listed in Notice Section of this Agreement.

18. **CONTINGENT.** This Agreement is contingent on the execution of an Interlocal Agreement between the Parties which terminates the U.S. 1 Corridor Community Redevelopment Agency by September 30, 2020 and which provides for the AGENCY to reimburse the COUNTY for the County portion of any tax increment funds paid to the AGENCY from October 1, 2019 to September 30, 2020.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed and delivered by their duly authorized representatives.

ATTEST:

CITY OF COCOA

By: 09/25/2019
Its: Date
(as approved by the Board on September 25, 2019)

ATTEST:

CITY OF COCOA COMMUNITY REDEVELOPMENT AGENCY

By: 10/21/2019
Its: Date
(as approved by the Board on October 21, 2019)

ATTEST:

Scott Ellis, Clerk

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

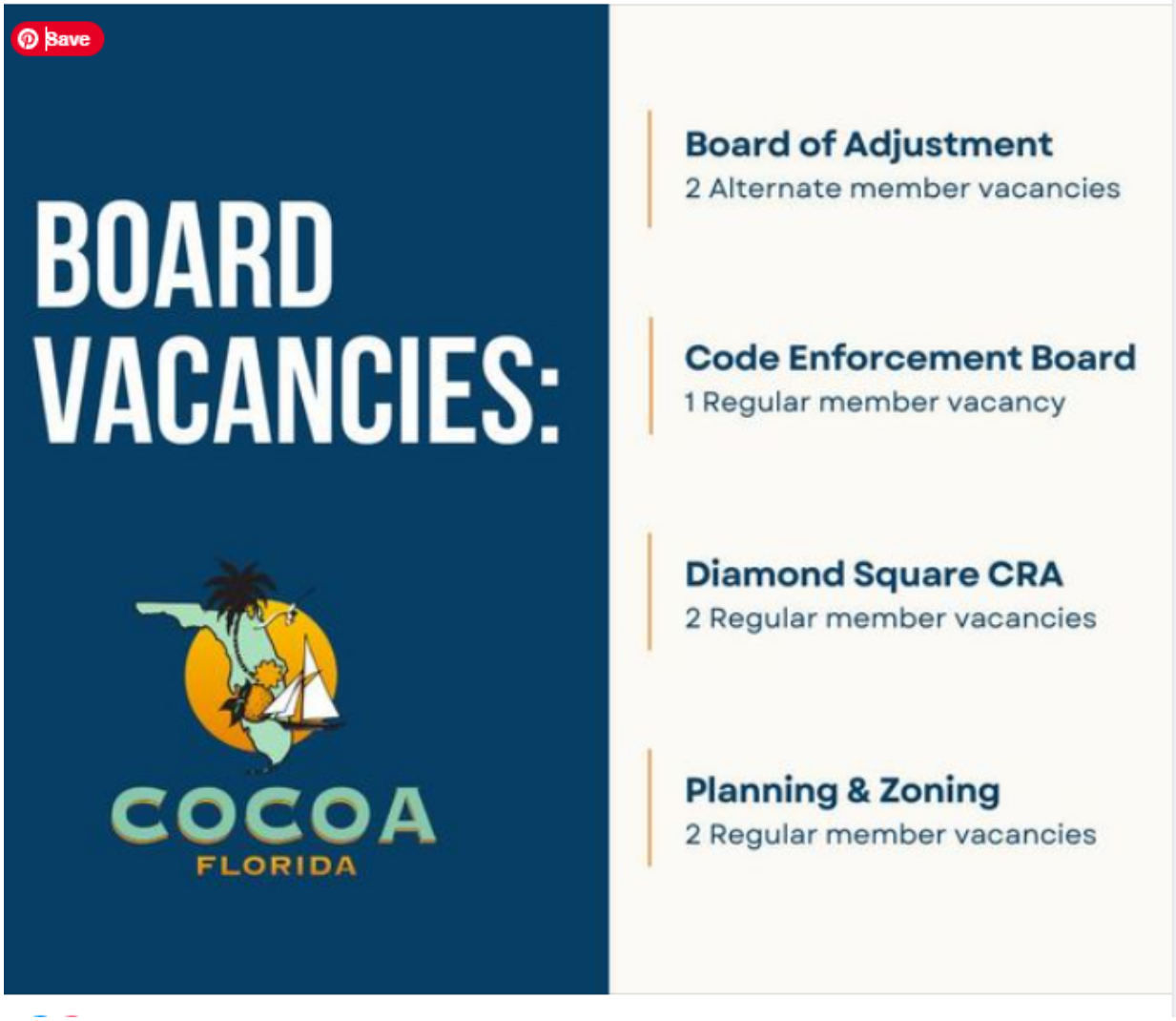
By:
Kristine Isnardi, Chair
(as approved by the Board on September 5, 2019)

Diamond Square Redevelopment Agency	**(Reconstructed 1/30/2020) Meets Third Monday Every Month @ 6pm**			**Expirations Vary**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Seat #1: 1 year term ~~Amy Robinson~~	~~401 Churchill Drive~~ ~~Cocoa, FL 32922~~ ~~amykellyavant@gmail.com~~	~~407-432-5010 hm & cell~~	~~01/24/23 Reappt. For 1 year term~~ ~~04/12/2022 1 year term~~	~~01/30/2024~~
Seat #2: 2 year term ~~Ed Jones~~	~~1214 Holmes Street~~ ~~Cocoa, FL 32922-6159~~ ~~Edjones45@aol.com~~	~~631-4003 wk~~ ~~543-3523 cell~~	~~04/12/2022 reappointed for 2nd two year term~~ ~~01/30/2020 2 year term~~	~~01/30/2024~~
Seat #3: 3 year term Crystal McQueen	956 N. Cocoa Blvd. Ste 1121 Cocoa, FL 32922 crystalmcqueen@gmail.com	321-355-8170 hm 321-427-7327 wk	01/24/23 Reappt. For 3 year term 05/10/2022 appointed to fill term vacated by D. Martin	01/30/2026
Seat #4: 4 year term Tracy Moore-Chairperson	2747 Wentworth Place Cocoa, FL 32926-5865 rcptm@bellsouth.net	639-9917	01/30/2020-4 year term	01/30/2028
Seat #5: 4 year term Marilyn Ross-Smith	1056 Park Drive Cocoa, FL 32922 marilynsmithonline@gmail.com	795-1252 cell	01/30/2020-4 year term	01/30/2028
Seat #6: 4 year term Jackie Isom	1050 Bristol Drive Cocoa, FL 32922 Ms.jay50@yahoo.com	480-1763 cell	01/30/2020-4 year term	01/30/2028
Seat #7: District 2 County Commission: Larry Brown **Vice Chairperson**	1720 Cogswell St. Rockledge, FL 32955 brow3093@bellsouth.net	321-536-8235 – Cell 321-636-8338 – Home	03/25/24 - 03/24/28 – 4 year term	03/24/2028
LIAISON	James Goins	474-4923	Updated 12/23	
Counsel: Joseph G. Colombo. PA	2351 W Eau Gallie Blvd Suite 1 Melbourne, FL 32935 josephcolombo@earthlink.net colombolaw@mommerscolombo.com			
RECORDING SECRETARY	Ryan Browne	433-8577		

City of Cocoa Government
Published by Tiffany Bonadio · March 21 at 4:14 PM ·

The City of Cocoa is currently seeking dedicated individuals to fill vacancies on the Board of Adjustment, Code Enforcement, Diamond Square CRA and Planning & Zoning Boards. If you are passionate about contributing to the community and making a positive impact, this is your chance to get involved.

For information and application visit https://www.cocoafl.org/119/Vacancies.



Thank you!

Tiffany Bonadio
Public Information Coordinator

65 Stone Street • Cocoa, FL 32922
(321) 474-4193 tbonadio@cocoafl.org www.CocoaFL.gov

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

Legislation Details (With Text)

File #:	24-219	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	4/16/2024			**In control:**	City Council
On agenda:	5/14/2024			**Final action:**	
Title:	Approve Resolution #2024-042 amending and restating the duties and responsibilities of the Cocoa Police Community Relations Advisory Board in support of recent changes in State law. (City Attorney)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2024-042 - Revising Duties of Police Advisory Board Police Community Relations Advisory Board Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 16, 2024
Agenda Date: May 14, 2024
Prepared By: Anthony Garganese, City Attorney
Through:
Requested Action:
Approve Resolution #2024-042 amending and restating the duties and responsibilities of the Cocoa Police Community Relations Advisory Board in support of recent changes in State law.

BACKGROUND:

The City Council established the Cocoa Police Community Relations Advisory Board (whose title was later changed by the City Council to the Cocoa Police Community Relations Advisory Board) (hereinafter “BOARD”) in Resolution No. 2018-097. The Resolution was subsequently amended several times by Council.

On March 7, 2024, the Florida Legislature passed House Bill 601, which was signed into law by the Governor on April 12, 2024, as Laws of Florida Chapter 2024-86. Chapter 2024-86 amends Florida Statutes § 112.533 to provide as follows:

> (3) A political subdivision may not adopt or attempt to enforce any ordinance relating to either of the following:
>
> > (a) The receipt, processing, or investigation by any political subdivision of this state of complaints of misconduct by law enforcement or correctional officers, except as expressly provided in this section.

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(b) Civilian oversight of law enforcement agencies' investigations of complaints of misconduct by law enforcement officers.

The amended § 112.533 takes effect July 1, 2024.

The legislative history of House Bill 601 and text of the amended Florida Statutes § 112.533 clarify that the intent of the amended law is to prevent civilian oversight agencies, such as Cocoa's BOARD, from receiving complaints of law enforcement misconduct and conducting their own independent investigations of misconduct; however, the newly amended law does not prevent civilian oversight agencies from reviewing investigatory materials from a police department's own internal misconduct investigations once those investigations have concluded; and

Although Cocoa's BOARD has neither the ability to receive or process allegations of police misconduct nor the ability to oversee a law enforcement agency's investigation of complaints of misconduct, Staff believes it is in the best interests of the BOARD and the City to revise the stated responsibilities of the BOARD in light of the restrictions imposed on civilian oversight agencies by the newly amended § 112.533 to not only affirmative state that the Council considered the new amendments to § 112.533, but to also provide language in the Resolution that affirmatively provides that the BOARD does not have the authority that is now expressly prohibited by Florida law.

The only revisions to the Resolution are to add Section 4(a) 9. which states:

9. Pursuant to Florida Statutes § 112.533, the BOARD must maintain the appearance of impropriety and shall never engage in or give the appearance of engaging in the receipt, processing, or investigation of allegations of law enforcement misconduct. Accordingly, the following limitations shall apply to the BOARD's responsibilities:

i. The BOARD shall not receive or process complaints of law enforcement misconduct.

ii. The BOARD shall not conduct investigations into allegations of law enforcement misconduct.

iii. The BOARD shall not direct or recommend that the Police Department, City Council, City Manager, or any other person or entity investigate a complaint of law enforcement misconduct.

iv. The BOARD shall not engage in any discussion related to seeking authority from the City Council, Police Chief, City Manager, or any other person or entity to investigate allegations of law enforcement misconduct.

Section 9 of the Resolution also provides that the terms of current members of the BOARD are not affected by this Resolution and said BOARD members shall continue to serve on the BOARD.

Section 3 of the Resolution outlines the composition of the BOARD which consists of seven (7) members, who shall be residents or owners of real property and registered voters as provided in Section 2-58 of the City Code. Subject to each appointment being approved by majority vote of the City Council, each Councilmember shall have one appointment and the Coastal Florida Police

Benevolent Association shall have one appointment. Additionally, the City Council shall by majority vote make one at-large appointment nominated by any Councilmember, City Manager or Police Chief who is a head of a Civic Organization.

Since 2019, there have been fifteen (15) committee meetings scheduled, with nine (9) of those without a quorum. The last meeting held with a quorum was March 23, 2023. Additionally, this BOARD has typically no public attendance. Due to the lack of quorums and interest, City Council may want to discuss making changes to the BOARD.

Due to the number of Resolutions adopted by Council over the years related to the BOARD's duties and responsibilities, the proposed resolution also amends and restates the entire previously adopted Resolutions for the convenience of the Council, City administration, the BOARD, and the public.

STRATEGIC PLAN CONNECTION:

Public Safety and Community Standards

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

Council adopted Resolution No. 2018-097 establishing the Board and adopted several amendments thereafter per Resolutions No. 2019-10, and No. 2022-21.

RECOMMENDED MOTION:

Approve Resolution #2024-042 amending and restating the duties and responsibilities of the Cocoa Police Community Relations Advisory Board.

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RESOLUTION NO. 2024-042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; REPEALING RESOLUTIONS NO. 2018-097, NO. 2019-10, AND NO. 2022-21, AS RELATED TO THE ESTABLISHMENT AND DUTIES OF THE COCOA POLICE COMMUNITY RELATIONS ADVISORY BOARD; REPLACING THOSE REPEALED RESOLUTIONS WITH THIS AMENDED AND RE-STATED RESOLUTION RE-ESTABLISHING THE DUTIES AND RESPONSIBILITIES OF THE COCOA POLICE COMMUNITY RELATIONS ADVISORY BOARD; PROVIDING THAT THE TERMS OF CURRENT BOARD MEMBERS ARE NOT AFFECTED BY THIS RESOLUTION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Article III, Section 3 of the City Charter provides that the City Council is authorized to establish boards, Boards, and advisory groups and to appoint the members thereof, under such terms and conditions as the Council believes will best serve the public interest; and

WHEREAS, pursuant to its authority as outlined in the City Charter, the City Council established the Cocoa Police Community Relations Advisory Board (whose title was later changed by the City Council to the Cocoa Police Community Relations Advisory Board) (hereinafter "BOARD") in Resolution No. 2018-097; and

WHEREAS, on March 7, 2024, the Florida Legislature passed House Bill 601, which was signed into law by the Governor on April 12, 2024, as Laws of Florida Chapter 2024-86; and

WHEREAS, Laws of Florida Chapter 2024-86 amends Florida Statutes § 112.533 to provide as follows:

> (3) A political subdivision may not adopt or attempt to enforce any ordinance relating to either of the following:
>
> > (a) The receipt, processing, or investigation by any political subdivision of this state of complaints of misconduct by law enforcement or correctional officers, except as expressly provided in this section.
> >
> > (b) Civilian oversight of law enforcement agencies' investigations of complaints of misconduct by law enforcement officers.

The amended § 112.533 takes effect July 1, 2024; and

WHEREAS, the legislative history of House Bill 601 and text of the amended Florida Statutes § 112.533 clarify that the intent of the amended law is to prevent civilian oversight agencies, such as Cocoa's BOARD, from receiving complaints of law enforcement misconduct

and conducting their own independent investigations of misconduct; however, the newly amended law does not prevent civilian oversight agencies from reviewing investigatory materials from a police department's own internal misconduct investigations once those investigations have concluded; and

WHEREAS, Although Cocoa's BOARD has neither the ability to receive or process allegations of police misconduct nor the ability to oversee a law enforcement agency's investigation of complaints of misconduct, the Council finds that it is in the best interests of the BOARD and the City to revise the stated responsibilities of the BOARD in light of the restrictions imposed on civilian oversight agencies by the newly amended § 112.533; and

WHEREAS, accordingly, the City Council desires to amend the BOARD's responsibilities to clarify that the BOARD shall have no role in receiving, processing, or investigating allegations of law enforcement misconduct; and

WHEREAS, Resolution No. 2018-097 originally outlined the purpose, function, and responsibilities of the BOARD; and

WHEREAS, Resolution No. 2018-097 was subsequently amended by Resolution No. 2019-10, which modified the requirements for BOARD member orientation and Resolution No. 2022-021, which amended BOARD meeting requirements; and

WHEREAS, to clarify the duties and responsibilities of the BOARD, as originally outlined in Resolution No. 2018-097 and as amended by Resolutions No. 2019-10 and No. 2022-21, in one centralized document, the City Council desires to rescind in their entirety all prior Resolutions related to the BOARD and to replace the repealed Resolutions with this Resolution, which shall serve as an amended and re-stated enabling and governing document for the BOARD; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

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

Section 2. **Repeal of Prior Resolutions.** Resolution No. 2018-097, Resolution No. 2019-10, and Resolution No. 2022-21, are hereby repealed in their entirety and are replaced with this Resolution.

Section 3. **Establishment of the Police Community Relations Advisory Board of the City of Cocoa ("BOARD"); General Purpose; Composition; Meetings; Decisions.**

(a) ***Name.*** The City Council hereby establishes an advisory Board which shall be known as the "Cocoa Police Community Relations Advisory Board" (hereinafter referred to as "BOARD").

(b) ***General Purpose.*** The general purpose of the BOARD is to create a forum where citizens will be afforded public opportunities to engage and interact with the City's Police Department by providing feedback on issues and concerns to the community so as to develop, promote and enhance, in a positive and productive way, the public's trust and confidence in the City's Police Department. To this end, the BOARD shall be devoted to facilitating the flow of ideas relative to police services for the continued betterment of the quality of life of the citizens, residents, businesses and visitors of Cocoa.

(c) ***Composition.*** The BOARD shall be an advisory Board only and shall not have any delegated authority to promulgate and enforce regulations and policies pursuant to law or final decision-making authority. The BOARD shall consist of seven (7) members, who shall be residents or owners of real property and registered voters as provided in Section 2-58 of the Code of the City of Cocoa. For purposes of this subsection, the head of any religious establishment, faith-based organization, or non-profit civic based organization that has a substantial operation within the City ("Civic Organization") is eligible to serve on the BOARD. Subject to each appointment being approved by majority vote of the City Council, each Councilmember shall have one appointment and the Coastal Florida Police Benevolent Association shall have one appointment. Additionally, the City Council shall by majority vote make one at-large appointment nominated by any Councilmember, City Manager or Police Chief who is a head of a Civic Organization. No BOARD member shall be an active member of the Cocoa Police Department, and if a former law enforcement officer, the person must have resigned or retired in good standing to be eligible to serve on the BOARD. No alternates shall be appointed. Vacancies shall be filled in the same manner as the original appointment to the extent deemed necessary by the City Council. Prior to any appointment being considered final, each member of the BOARD shall be required to complete a board application as prescribed by the City Council. Upon appointment, each member of the Board shall serve at the pleasure of the City Council and may be summarily removed at any time with and without cause. Each member of the BOARD shall serve without compensation. The provisions of Section 2-58 of the City Code shall also apply to the extent not in conflict with the terms and conditions of this Resolution.

(d) ***Term of Board Members.*** The term of BOARD members shall be staggered. The term of BOARD members appointed by a City Councilmember shall run concurrently with the Councilmember making the appointment. The term of the BOARD members appointed by the City Council at-large and the Coastal Florida Police Benevolent Association shall be four (4) years.

(e) ***Meetings.*** The BOARD shall meet at least every other month unless otherwise approved by the City Manager due to lack of business to be considered by the BOARD or lack of a quorum. Meetings of the BOARD shall be duly noticed and held public meetings which shall be open to the public. Meetings shall be coordinated and scheduled through the Police Chief or City Manager or their respective designees so as not to conflict with other City meetings or overburden limited City resources. A portion of each meeting will be reserved for taking public input relevant

to issues being considered during the meeting or regarding the City's Police Department generally. The agendas, minutes and a record of the proceedings and recommendations of the BOARD shall be kept and filed with the City Clerk in the same manner as those kept and filed for the City Council.

(f) ***Chair; Deputy-Chair.*** The first order of business for the BOARD, and annually thereafter at the BOARD's first meeting of the new fiscal year commencing on October 1st, shall be to elect a chairperson and deputy chairperson. The chairperson shall be responsible for running the meetings and shall be the primary liaison with the Police Chief and City Manager. In the absence of the chairperson, the deputy chairperson shall run the meetings and be the liaison with the Police Chief and City Manager. Roberts Rules shall serve as guide to running the meetings of the BOARD to the extent not in conflict with this Resolution. A majority of the membership of the BOARD shall constitute a quorum.

(g) **Decisions of BOARD.** The BOARD shall conduct its business in a professional manner. The BOARD shall act by consensus to the extent possible, but if consensus cannot be reasonably reached, then the BOARD may act by majority vote. However, the BOARD may reference and explain minority opinions/positions which obtained the vote of at least two (2) members of the BOARD in any recommendation made to the Police Chief, City Council or City Manager.

Section 4. **BOARD Responsibilities.**

(a) **Scope.** The scope of the BOARD's advisory responsibilities shall be limited to advising and making recommendations to the City's Police Chief, City Council or City Manager, as appropriate, related to the City's Police Department. The jurisdictional scope of the BOARD's responsibilities shall be limited to the City of Cocoa. The BOARD's responsibilities shall be limited to only the following:

1. Providing a vibrant community discussion forum to foster understanding, communication and collaboration between law enforcement (including and especially the Police Chief and Police Department leadership team) and concerned individuals and citizens about a variety of law enforcement issues or topics of concern;

2. Identifying and addressing community policing needs and police-community relations in a positive and constructive manner;

3. Promoting successful programs, initiatives and strategies to reduce crime and improve community safety;

4. Promoting and increasing community involvement in successful community policing programs, initiatives and strategies to build trust and confidence between the community and the City's Police Department;

5. Informing and educating the community regarding crime awareness and prevention techniques, programs and strategies to generate community interest and involvement in crime prevention and to deter crime;

6. To review and advise the Police Chief on community related matters which have been expressly referred to the BOARD by the Police Chief, City Manager or City Council;

7. Work to strengthen and ensure, throughout the community, the application of equal protection under law in the context of law enforcement; and

8. Promoting transparency and accountability regarding alleged police misconduct by publicly discussing with the Police Chief written findings of completed and closed internal investigation reports involving the conduct of law enforcement officers employed by the City pertaining to the use of force or police conduct toward a citizen so appropriate processes and strategies may be considered by the Police Chief in preventing the occurrence of future activities of misconduct, provided such public discussion occurs at an appropriate time taking into account any applicable lawsuits and legal claims that may be pending against the City and applicable law enforcement officers.

9. Pursuant to Florida Statutes § 112.533, the BOARD must maintain the appearance of impropriety and shall never engage in or give the appearance of engaging in the receipt, processing, or investigation of allegations of law enforcement misconduct. Accordingly, the following limitations shall apply to the BOARD's responsibilities:

i. The BOARD shall not receive or process complaints of law enforcement misconduct.

ii. The BOARD shall not conduct investigations into allegations of law enforcement misconduct.

iii. The BOARD shall not direct or recommend that the Police Department, City Council, City Manager, or any other person or entity investigate a complaint of law enforcement misconduct.

iv. The BOARD shall not engage in any discussion related to seeking authority from the City Council, Police Chief, City Manager, or any other person or entity to investigate allegations of law enforcement misconduct.

(b) ***Recommendations.*** Formal advisory recommendations made by the BOARD shall be made verbally or in writing by consensus or majority vote to the Police Chief or the Chief's designee. A copy of all written recommendations to the Police Chief shall be provided to the City Manager. However, when requested by the City Manager or City Council, the BOARD shall make a formal advisory recommendation to the City Manager or the City Council, as requested. The recommendation made to the City Manager or City Council shall be in writing, with a copy to the

Police Chief, and shall be approved by consensus or majority vote of the BOARD. All written recommendations shall include any written minority opinion or position pursuant to Section 3(g) of this Resolution. The BOARD shall not make recommendations regarding the receipt, processing, or investigation of complaints of law enforcement misconduct.

Section 5. Staff Resources; BOARD Member Orientation.

(a) ***Police Chief.*** The Police Chief and the Chief's leadership team shall be responsible for creating and publishing the BOARD's meeting agendas and shall serve as technical advisers to the BOARD. All published agendas shall be forwarded to the City Clerk's office for noticing and placing on the City's master schedule of meetings.

(b) ***City Clerk.*** The City Clerk or his or her designee shall provide administrative assistance to the BOARD and shall be responsible for noticing meetings, preparing minutes, and archiving all public records.

(c) ***BOARD Member Orientation.*** Within thirty (30) days of a person being appointed or reappointed to the BOARD by the City Council, the Police Chief or his designee shall be required to provide the BOARD member a brief and general orientation about the command structure and operation of the City's Police Department including conducting a citizen ride along with an on-duty City police officer. The BOARD member shall be responsible for scheduling the training with the Police Chief or the Police Chief's designee. In addition, the BOARD member shall also be responsible for certifying compliance, in writing, with the minimum monthly training requirements to the Police Chief on a monthly basis. The certification shall be on a form promulgated by the Police Chief. Failure to maintain and certify compliance with the training requirements set forth in this subsection shall be grounds for the BOARD member to be removed from the BOARD administratively by the City Manager or City Council.

Section 6. Confidential and Exempt Information; Conflicts. Nothing herein shall be construed or interpreted as requiring the City to disclose information and records deemed confidential and/or exempt from public disclosure by law. To the extent that any provision of this Resolution conflicts with a controlling provision(s) of local, state or federal law, the controlling provision(s) of local, state or federal law shall prevail and apply.

Section 7. Severability. If any section, clause, phrase, word, or provision of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of the Resolution.

Section 8. Effective Date. This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

Section 9. **Current Board Member Terms Not Affected.** The terms of current members of the BOARD are not affected by this Resolution and said BOARD members shall continue to serve on the BOARD.

ADOPTED at a Regular Meeting of the City Council of the City of Cocoa, Florida, assembled this 23rd day of April, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, CMC, City Clerk

Police Community Relations Advisory Board (Established by Resolution No. 2018-097)	**Meets Every Other Mth @ 6pm**		**Expirations Vary**	
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Aldon Bookhardt Appt. by Councilmember Koss (D4) Term: Same as Councilmember who appointed member	3231 Nottingham Lane Cocoa, FL 32926 aldon@bookhardt.net albookhardt@gmail.com	321-338-2047 HM 321-362-5135 WK 321-360-9377 CELL	02/2023 Reappt. 03/2019	11/2026
Kathy Hamilton-Brown Appt. by Councilman Hearn (D2) Term: Same as Councilmember who appointed member	306 Edinburgh Drive Cocoa, FL 32922 kathyjhamilton@yahoo.com	321-795-7668 cell	01/2021 appointed by Hearn 08/2020 appt by Williams	11/2024
Barbie Thrower (D1) Appt. by Councilmember Goins (D1) Term: Same as Councilmember who appointed member	1215 Lake Drive Cocoa, FL 32922 barbie@spacecoastrecovery.com	321-210-5083 (hm) 321-632-5958 (wk)	02/2023 appt.	11/2026
Marlene Weiss Appt. by Councilman Dyal (D3) Term: Same as Councilmember who appointed member	2415 Tulane Drive Cocoa, FL 32926 naturalhealingmassage@gmail.com	321-298-5831	09/2022 appt.	11/2024
Demetrius Thomas Term: Same as Mayor Blake who appointed member	313 Stone Street Cocoa, FL 32922 dthomas35405@gmail.com	321-262-6467	03/2022 Fulfilled term of T. Findlay-Bell	11/2024
Alton Edmond- Chair Appt. as At Large/Civic Organization position Term: 4 years from date of appt.	630 Brevard Avenue, Ste. B Cocoa, FL 32922 Edmondtriallaw@gmail.com aedmond1989@gmail.com (please send to both)	321-285-9505 WK 863-254-7290 CELL	01/2022 appt to At-large position 03/2019	01/2026
~~Al Boettjer~~ ~~Coastal FL PBA Rep~~ ~~Term: 4 years from date of appt.~~	~~1000 Galleon St..~~ ~~Cocoa, FL 32927~~ ~~alcoastalpba@aol.com~~	~~321-636-5612 HM~~ ~~321-504-0820 WK~~ ~~321-412-3542 CELL~~	~~03/2019~~	~~03/2023~~
LIAISON	Councilman Goins	474-4923	Updated 12/2023	
Counsel: Anthony Garganese/Kristin Eick	PO Box 2873, Orlando, FL 32802-2873	407-425-9566 407-472-0178 (Kristin Eick)		

RECORDING SECRETARY	Darla Crowl		Updated 03/2024	

Legislation Details (With Text)

File #:	24-223	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	4/18/2024			**In control:**	City Council
On agenda:	5/14/2024			**Final action:**	

Title: Approve a Budget Resolution and related BAFs #24-087IFT1, #24-087IFT2 #24-087T to increase Project Contingency funding in the amount of $1,438,000 for the Fiske Blvd and Broadmoor Acres Drainage Improvement Project.
Approve the Project Construction Contingency Resolution adding $1,438,000 to the existing contingency of $547,102 for a new total construction contingency of $1,985,102.
Approve the Project Construction Engineering Inspection (CEI) Contingency Resolution adding $16,215 to the existing contingency of $26,285 for a new total CEI Services contingency of $42,500.
Authorize the City Manager to approve and issue change orders not to exceed $2,027,602 for both Construction and Construction Engineering Inspection Services related to the project.
The new Construction Contingency amount supersedes Agenda 23-458 approved by Council on October 10, 2023. The new CEI Contingency amount supersedes Agenda 22-148 approved by Council on March 22, 2022. (Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments:
Resolution 2024-043 - Project Contingency - Cathcart - Construction.pdf
Construction Additional Contingency.pdf
Resolution 2024-044 - Project Contingency - Tierra - CEI Services.pdf
CEI Additional Contingency.pdf
03-22-2022 Agreement for CEI Services - Tierra - Fully Executed.pdf
B-22-15R-COC Construction Agreement-v3 - Fully Executed.pdf
B-22-15R-COC CO #1 Internal.pdf
B-22-15R-COC CO #2 Fully Executed.pdf
B-22-15R-COC CO #3 Fully Executed.pdf
B-22-15R-COC CO #4 Fully Executed.pdf
BAF 24-087-IFT1-UT-Add. Contin. Funds for the Fiske and Broadmoor Acres (05.14.24) Agenda 24-
BAF 24-087-IFT2-PW-Fiske Broadmoor Contingency (5.14.24) Agenda 24-223.pdf
BAF 24-087-T3-PW-Fiske Broadmoor Contingency (5.14.24) Agenda 24-223.pdf
Budget Resolution FY 2024-045 ADA Compliant.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 18, 2024
Agenda Date: May 14, 2024
Prepared By: Frank Mirabito, Streets & Stormwater Manger
Through: Abigail Morgan, P.E., Public Works Director / City Engineer
Requested Action:

- Approve a Budget Resolution and related BAFs #24-087IFT1, #24-087IFT2 #24-087T to increase Project Contingency funding in the amount of $1,438,000 for the Fiske Blvd and Broadmoor Acres Drainage Improvement Project.
- Approve the Project Construction Contingency Resolution adding $1,438,000 to the existing contingency of $547,102 for a new total construction contingency of $1,985,102.
- Approve the Project Construction Engineering Inspection (CEI) Contingency Resolution adding $16,215 to the existing contingency of $26,285 for a new total CEI Services contingency of $42,500.
- Authorize the City Manager to approve and issue change orders not to exceed $2,027,602 for both Construction and Construction Engineering Inspection Services related to the project.
- The new Construction Contingency amount supersedes Agenda 23-458 approved by Council on October 10, 2023. The new CEI Contingency amount supersedes Agenda 22-148 approved by Council on March 22, 2022.

BACKGROUND:

The City was awarded a FEMA Mitigation grant for the Fiske & Broadmoor Acres Drainage Improvements project on agenda #21-387/BAF #21-078A. After the project was bid out, there was inadequate funding. Staff requested additional funding from the grantor and was awarded an increase in the funding. At the Council meeting on August 8, 2023, Council approved an increase in funding from FEMA and corresponding budget for this project. (Agenda 23-469/BAF23-101-IFT). BAF # 23-101-IFT reallocated the original anticipated budgetary amounts to align with the FEMA approved funding and the City's match for the grant to equal the bid amount.

On October 10, 2023 Council awarded Bid # B 22-15R-COC to the lowest responsive bidder Cathcart Construction Company for the Fiske Blvd and Broadmoor Acres Drainage Improvements in the amount of $5,471,015 with a project contingency of $547,102.

On March 22, 2022 Council added field acceptance testing to the CEI Services contract with Tierra, Inc. for $262,847 including a project contingency of $26,285.

Construction began on January 22, 2024 with stormwater pipe installation along W. Highland Drive. Due to the age of the infrastructure in the neighborhood, several change orders have been issued for various utility conflicts. Upsizing of the water main on selected streets is requiring upgrades of the infrastructure to Utilities current standards. Additionally, other change orders have been identified that will exceed the current project contingency amount.

Staff recommends adding $1,438,000 to the Project Contingency Construction and CEI accounts.

STRATEGIC PLAN CONNECTION:

These improvements will help to alleviate future rain event impacts for both Broadmoor Acres residents and commuters along the Dr. Martin Luther King Memorial Highway (North Fiske Boulevard).

BUDGETARY IMPACT:

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

See attached BAF's and detailed tracking sheets

Revised Total Construction Budget with Contingency - $7,456,117
Revised Total CEI Budget with Contingency - $305,347

Source of Funds: ____State Revolving Loan
_X__ Assigned Fund Balance 22 (Fiske Project)
_X__ Grant Source:FEMA 4337-428-R - GR2108 - Fiske
_X__ Project Budget Transfers:_

PREVIOUS ACTION:

October 10, 2023, Council awarded Bid # B 22-15R-COC to the lowest responsive bidder Cathcart Construction Company for the Fiske Blvd and Broadmoor Acres Drainage Improvements in the amount of $5,471,015 with a Project Contingency of $547,102. On March 22, 2022, Council approved additional CEI services with 10% Contingency of $26,285 for a total amount of $289,132.

RECOMMENDED MOTION:

- Approve a Budget Resolution and related BAFs #24-087IFT1, #24-087IFT2 #24-087T to increase Project Contingency funding in the amount of $1,438,000 for the Fiske Blvd and Broadmoor Acres Drainage Improvement Project.
- Approve the Project Construction Contingency Resolution adding $1,438,000 to the existing contingency of $547,102 for a new total construction contingency of $1,985,102.
- Approve the Project Construction Engineering Inspection (CEI) Contingency Resolution adding $16,215 to the existing contingency of $26,285 for a new total CEI Services contingency of $42,500.
- Authorize the City Manager to approve and issue change orders not to exceed $2,027,602 for both Construction and Construction Engineering Inspection Services related to the project.
- The new Construction Contingency amount supersedes Agenda 23-458 approved by Council on October 10, 2023. The new CEI Contingency amount supersedes Agenda 22-148 approved by Council on March 22, 2022.

RESOLUTION NO. 2024-043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE CONSTRUCTION CONTRACT FOR THE FISKE BLVD AND BROADMOOR ACRES DRAINAGE IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE $1,985,102 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, in conjunction with this authorization, the City Council desires to streamline the approval of change orders to the extent necessary in order to expedite the construction of the project; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract, provided the total amount of approved change orders do not cause the construction budget to exceed the total $7,456,117 budgeted by the City Council for this project inclusive of the original contingency amount of $547,102 plus an additional $1,438,000 for a total of $1,985,102 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B) Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on May 14, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, CMC, City Clerk

FISKE BLVD GR2108 **Agenda 24-223** **5/14/2024**

BAF-24-087 (3)

		75% Federal $4,103,262							
					No Correction				
Federal Grant 4337-428-R	303-0000-331.90-01	$	4,103,261	GR2108				$	4,103,261
		25% MATCH $1,367,754			**Correction**				
Stormwater (423)	423-0000-389.99-50	$	369,334	GR2108	423-3570-538.63-73	$	90,819	GR2108	$ 460,153
Infrastructure Fiske	423-3570-538.63-73	$	369,334	GR2108					
WS (424) 16.6%	424-4055-536.63-73	$	998,420	GR2108	424-4055-536.63-73	$	(90,819)	GR2108	$ 907,601
Infrastructure Fiske	424-4055-536.63-00	$	-	GR2108	424-4055-536.63-00	$	90,819	GR2108	(Budgeted Contingency)
					Correction (Non grant related)				
Stormwater (423)	423-0000-389.99-50	$	347,957	GR2108	423-3570-539.63-73	$	(257,138)	GR2108	$ 257,138
Infrastructure Fiske	423-3570-538.63-73	$	347,957	GR2108	423-3570-539.63-00	$	257,138	GR2108	
					303-3570-538.63-73	$	(199,145)	GR2108	
Infrastructure Fiske	303-3570-538.63-73	$	199,145	GR2108	303-3570-538.63-00	$	199,145	GR2108	$ 199,145
					Additional Contingency				
					001-0000-389.99-50	$	528,000	AFBP22	
					001-1600-581.91-33	$	528,000	GR2108	$ 528,000
					303-0000-381.91-01	$	528,000	GR2108	
					303-3570-538.63-00	$	528,000	GR2108	
					421-4010-536.39-00	$	(390,000)	GR2108	
					421-4010-581.91.24	$	390,000	GR2108	$ 910,000
					424-4055-536.63-00	$	390,000	GR2108	
					424-4055-536.63-00	$	(120,000)	WS24GM	
					424-4055-536.63-00	$	120,000	GR2108	
					424-4055-536.63-00	$	400,000	GR2108	On 5/9/24 Request to add additional
	Construction/GRANT Total With 25% Match				**Contingency Total**				Contingency for pipe (UT)
303-3570-538.63-73	Fiske (303) Grant	$	4,103,261		303-3570-538.63-00	$	727,145		
423-3570-538.63-73	Stormwater (423) 25% Match	$	460,153		423-3570-538.63-00	$	257,138	(Stormwater SOV $717,270)	

424-4055-536.63-73	WS Renewal & Replacement (424) 25% Match	$ 907,601	424-4055-536.63-00	$ 1,000,819		
GRANT with Match		**$ 5,471,015**	**Contingency Total**	**$ 1,985,102.00**		
				$ (547,102)	(Original Budgeted Contingency)	
				$ 1,438,000	(Additional Contingency 303+424)	

RESOLUTION NO. 2024-044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE SERVICE CONTRACT FOR CONSTRUCTION, ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE FISKE BLVD AND BROADMOOR ACRES DRAINAGE IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE $42,500 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, in conjunction with this authorization, the City Council desires to streamline the approval of change orders to the extent necessary in order to expedite the construction of the project; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract, provided the total amount of approved change orders do not cause the Construction Engineering Inspection (CEI) Services budget to exceed the total $305,347 budgeted by the City Council for this project inclusive of the original contingency amount of $26,285 plus an additional $16,215 for a total of $42,500 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B) Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on May 14, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, CMC, City Clerk

FISKE BLVD GR2108	**Agenda 24-223**									**5/14/2024**	
BAF-24-087 (3)		**CEI**									
		$273,347				**Adjustment**					**Total Budget**
	GRANT					**(Additional Contingency)**					
						001-0000-389.99-50	$	22,000	AFBP22		
						001-1600-581.91-33	$	22,000	GR2108		
Fund Balance	303-0000-389.99-50		$	226,878	GR2108	303-0000-381.91-01	$	22,000	GR2108		$ 248,878
Capital Projects Streets CEI	303-3570-538.63-08		$	226,878	GR2108	303-3570-538.63-00	$	22,000	GR2108		
R&R Fund Balance	424-0000-389.99-50		$	46,469	GR2108	424-0000-381.91-21	$	10,000	GR2108		$ 56,469
Water/Sewer CEI	424-4055-536.63-08		$	46,469	GR2108	424-4055-536.63-00	$	10,000	GR2108		
	Total CEI		**$**	**273,347**		**Total Additional CEI**	$	32,000			$ 305,347
	(PO 79493-44454 $262,847)		$	(262,847)	$ 10,500	**Contingency**	$	10,500			
						Total Contingency CEI	**$**	**42,500**			

AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

THIS AGREEMENT is made and entered into this 22nd day of March 2022, by and between the **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa, Florida 32922, and **TIERRA, INC.,** a Florida corporation, authorized to conduct business in the State of Florida, whose address is 7351 Temple Terrace Hwy, Tampa, FL, 33637, hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, City has a need to obtain construction, engineering, and inspection services ("CEI Services") for the Fiske Boulevard and Broadmoor Acres Subdivision Drainage Improvements Project ("Project"), which is a federally funded project through the FEMA Hazard Mitigation Grant Program; and

WHEREAS, Consultant is willing to provide such CEI Services to the City under the terms and conditions stated herein.

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

1.0 TERM AND DEFINITIONS

1.1 This Agreement shall become effective on the Effective Date and performance shall commence on the date specified in a notice to proceed issued by the City to Consultant and shall continue until sixty (60) days after Final Completion of the Project, unless earlier terminated in accordance with the terms of this Agreement.

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Consultant to provide the CEI Services set forth herein.

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

c. "Consultant" shall mean Tierra, Inc., and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Section 119.011(1), *Florida*

Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Consultant or Consultant's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse pursuant to this Agreement.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties pursuant to this Agreement.

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

2.0 DESCRIPTION OF SERVICES

2.1 The specific scope of services under this Agreement is set forth in **EXHIBIT "A"**, which is the RFP for CEI Services for Fiske Boulevard and Broadmoor Acres Drainage Improvements, **EXHIBIT "B"**, which is the Consultant's Response to the RFP for CEI Services for Fiske Boulevard and Broadmoor Acres Drainage Improvements, and EXHIBIT "C", which is additional acceptance testing added to this agreement during negotiations.

2.2 Perform the above-described tasks in accordance with the FEMA Hazard Mitigation Grant Program Grant Agreement with the City, attached hereto and incorporated herein by this reference as **EXHIBIT "D"**, and perform FEMA grant administration activities to ensure the Grant Agreement requirements are met.

2.3 Upon receipt of the signed written notice to proceed from the City, the Consultant shall perform the services set forth herein.

2.4 The City shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use and rely upon all such information and services provided by the City or others in performing Consultant's services under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

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

3.2 All Services shall be performed in strict accordance with the applicable professional standard of care and the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 Consultant shall perform services in conformance with the mutually agreed schedule set forth in **EXHIBIT "A"** or as provided in writing after the Effective Date. Consultant shall keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Consultant fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT

5.1 Compensation. For the performance and full completion of the Services specified herein, the City and Consultant agree that the Consultant shall be paid a total not to exceed **two hundred sixty two thousand, two hundred and twelve dollars ($262,212.00)**, inclusive of all Services, materials, and expenses directly related to the Services. There shall be no other compensation due Consultant for the Services provided under this Agreement, unless specifically agreed to by the City in writing. The compensation shall be paid in monthly installments based on hours of work complete to date under each task listed in **EXHIBIT "A."** Payment requests shall be made to the City by submitting a proper invoice detailing the Services performed and the payment requested. Payment will not be made for tasks not performed or for portions of any tasks not performed.

5.2 Florida Prompt Payment Act. Payment shall be due and payable as provided by the

Florida Prompt Payment Act s.218.70 et. seq., Florida Statutes.

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

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

5.5 Payment Offsets. To the extent that Consultant owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Consultant for any money owed to the City by Consultant.

5.6 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Consultant shall remain liable to the City in accordance with applicable law for all damages to the City caused by Consultant's performance of any services provided under this Agreement.

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

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

5.9 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Consultant, the Consultant agrees to refund such overpayment to the

City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding by the City of overpayment.

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Consultant reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

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

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit per claim and $2,000,000 in the aggregate.

b. The Consultant shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence and $2,000,000 in the aggregate to protect the Consultant from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by the Consultant or by anyone directly employed by or contracting with the Consultant.

c. The Consultant shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.

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

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

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

Consultant. The Consultant shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed or approved by the State of Florida to engage in the business of writing of insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included in article l0.l.b and l0.l.c as "additional insured." The Consultant shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Consultant in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Consultant in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Consultant shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement as is consistent with the applicable professional standard of care.

11.2 Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of: 1) all persons employed by the Consultant during the term of the Agreement to perform employment duties within Florida; and 2) all persons, including subcontractors, assigned by the Consultant to perform work under this Agreement. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. City Contractors must provide evidence of

compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Consultant stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The City Consultant shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the City Consultant utilizes Subcontractors the following shall apply:

a. Consultant shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. Consultant shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

c. Consultant shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

12.0 REPRESENTATIONS

12.1 Consultant represents that the Services provided hereunder shall conform to all requirements of this Agreement, shall be consistent with recognized and sound engineering and inspection practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Consultant shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Consultant's services shall be consistent with the time periods established under this Agreement. Consultant shall provide City with a written schedule for services performed and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Consultant's designated representative shall have the authority to act on Consultant's behalf with respect to the Services. In addition, Consultant's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Services. The Consultant shall review laws, codes, and regulations applicable to Consultant's Services. The Consultant's services and design shall comply with all applicable requirements imposed by all public authorities. The Consultant represents and warrants that it is familiar with, and accepts that it will perform the

Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Consultant for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 2.2 herein, Consultant shall be responsible for the satisfactory and complete execution of the Services described in this Agreement. The Consultant represents that it will carefully examine the scope of services required by the City and that it will investigate the essential requirements of the services required, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Agreement in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

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

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Consultant guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Consultant shall indemnify and hold harmless the City, its officers, directors, employees, and authorized agents assigns, from and against liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Consultant may elect to provide non-infringing services. However, the foregoing shall not be applicable to any suit, claim or proceeding based on the infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by the City and not offered or recommended by Consultant to the City; or (ii) arising from modifications to the Project by the City or City's other contractors.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Consultant 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 Consultant 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 Consultant. 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 Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT **(321) 433-8484, cshealy@cocoafl.org, 65 Stone Street, Cocoa, FL 32922.**.

Consultant is required to and agrees to comply with public records laws. Consultant shall keep and maintain all public records required by the City to perform the services as agreed to herein. Consultant 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. Consultant 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, Consultant shall transfer to the City, at no cost, all public records in possession of the Consultant, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Consultant 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 Consultant 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 Consultant of the request and the Consultant shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Consultant does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Consultant acknowledges that if the Consultant does not provide the public records to the City within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes. The Consultant acknowledges that if a civil action is filed against the Consultant to compel production of public records relating to this Agreement, the court may assess and award against Consultant 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 Consultant, be open and freely

exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Consultant 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 Consultant 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 Consultant's failure to comply with this Section, the City shall collect from Consultant prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Consultant. 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 Consultant's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

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

15.0 ASSIGNMENT

15.1 Consultant shall not assign or subcontract this Agreement, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

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

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

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

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Consultant shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY CONSULTANT AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

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

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

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

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

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

f. Consultant has assigned this Agreement without the City's prior written consent.

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

18.0 TERMINATION

18.1 Either party may terminate this Agreement for convenience with no penalty at any time upon sixty (60) days advance written notice. The City may also, upon written notice to Consultant, terminate this Agreement, without penalty, if: (a) Consultant is in default pursuant to paragraph 17.0 Default; (b) Consultant makes a general assignment for the benefit of its creditors; (c) Consultant fails to comply with any condition or provision of this Agreement; or (d) Consultant is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed through and including the effective date of termination.

19.0 FORCE MAJEURE

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

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant. No person or entity not a signatory to this Agreement shall be entitled to rely on the Consultant's performance of its services hereunder, and no right to assert a claim against the Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Consultant's services hereunder.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Consultant with respect to the

Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Consultant:
Tierra, Inc.
Attention: Jeffrey Begovich, P.E.
7351 Temple Terrace Hwy
Tampa, FL, 33637
Phone: 407-877-1354

For City:
City of Cocoa
Attention: City Manager and Public Works Director
65 Stone Street
Cocoa, Florida 32922
(321) 433-8660

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

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

32.0 SOVEREIGN IMMUNITY

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

33.0 CORPORATE REPRESENTATIONS BY CONSULTANT

33.1 Consultant hereby represents and warrants to the City the following:

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

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

34.0 INDEMNIFICATION

34.1 Consultant shall indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed by the Consultant in the performance of the Agreement.

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

34.2 Consultant shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Consultant's breach and caused by other persons employed by the Consultant in the performance of the Agreement.

34.3 Neither party shall be liable to the other for any incidental, special, indirect or other consequential damages incurred due to the fault of the other party regardless of the nature of the fault or whether it was committed by the City or the Consultant, or their employees, sub-consultants, or subcontractors. Consequential damages include, without limitation, liability for loss of use of the Project or existing property, loss of profits, loss of production or business interruption; however, the same may be caused.

34.3 THE CITY ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS SUBJECT TO SECTION 558.0035, FLORIDA STATUTES WHICH PROVIDES THAT INDIVIDUAL DESIGN PROFESSIONALS EMPLOYED BY THE CONSULTANT OR AN AGENT OF THE CONSULTANT MAY NOT BE INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES PERFORMED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT PROVIDED CERTAIN STATUTORY CONDITIONS ARE SATISFIED.

The indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions.

35.0 CONSULTANT'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of Consultant's personnel at a construction site, whether as onsite representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Consultant and Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Consultant's own personnel.

35.2 The presence of Consultant's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Consultant neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

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

37.0 ADDITIONAL ASSURANCES

37.1 The Consultant for itself and its Subconsultants, if any, certifies that:

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

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

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

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

38.0 CONFLICTS

38.1 In the event of a conflict between any provision of this Agreement and any attachment or exhibit attached hereto, the provisions of this Agreement shall prevail unless the attachment or exhibit expressly provides otherwise by making specific reference to the paragraph and provision of this Agreement that is being replaced or modified. In case of any inconsistency in any of the documents bearing on the Agreement between the City and the Consultant, the inconsistency shall be resolved by giving precedence in the following order:

a. Change Orders

b. Agreement, Exhibits and Addenda

c. RFP P-22-03-COC for CEI Services for Fiske Blvd. and Broadmoor Acres Drainage Improvements issued by the City of Cocoa dated December 7, 2021, including any subsequently issued Addenda (EXHIBIT A)

d. Consultant's Response to the RFP (EXHIBIT B)

e. Additional Acceptance Testing (EXHIBIT C)

f. HMGP Grant (EXHIBIT D)

Any inconsistency in services to be provided shall be clarified by the City and performed by the Consultant.

39.0 ESTIMATES

39.1 Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by Consultant will represent its best judgment based on its experience and available information. The City recognizes that Consultant has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or contractors' methods of determining prices, and that bids and actual costs may vary from the Consultant's opinions, evaluations or studies.

40.0 SUBJECT TO FUNDING

40.1 This Agreement is subject to funding from the FEMA Hazard Mitigation Grant Program. In the event that FEMA does not disburse funds to the City for any reason, including a default under the terms of the HGMP Grant Agreement, the City will have no obligation to disburse further funds for any reason. In the event that FEMA terminates funding for the Project, the City may immediately terminate this Agreement.

41.0 TERMS FOR FEDERAL-AID CONTRACTS

For purposes of this Section 41.0, the Consultant shall be referred to as the "Contractor."

A. *Equal Employment Opportunity*
During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted

by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. *Compliance with the Contract Work Hours and Safety Standards Act*

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to

include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

C. *Clean Air Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

D. *Federal Water Pollution Control Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. *Suspension and Debarment*

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000,

subpart C, in addition to remedies available to the State of Florida and , the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard FormLLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under

grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, Tierra, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Jeffrey Begovich, P.E.

Name and Title of Contractor's Authorized Official

March 22, 2022

Date

G. *Procurement of Recovered Materials*

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

H. *Access to Records*

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

I. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

J. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

K. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

L. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

M. *Termination for Convenience*

Either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice. In the event of termination, City shall be liable only for the payment of all

unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

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

CITY:
CITY OF COCOA

By: _____

Print Name/Title: Michael C. Blake
Mayor

CONSULTANT:

By: _____

Print Name/Title: Jeffrey Begovich, P.E.
Vice President

ATTEST:

By: _____
City Clerk

SEAL
FLORIDA

Reference Documents:

- **Exhibit "A" RFP_P-22-03-COC with Addendum and Specs**
- **Exhibit "B" Submittal – Tierra Final P-22-03-COC**
- **Exhibit "C" Additional Inspection Services**
- **Exhibit "D" HMGP Grant Fiske 4337-428-R**

CONSTRUCTION AGREEMENT
B-22-15R-COC

THIS AGREEMENT is made this 12th day of October, 2023 by and between the **CITY OF COCOA**, a Florida municipal corporation (herein referred to as OWNER) and **Cathcart Construction Company - Florida LLC**, a for-profit limited liability corporation authorized and duly licensed to do business in the State of Florida (herein referred to as CONTRACTOR), as follows:

1. **DESCRIPTION OF WORK** - CONTRACTOR shall perform the work, in accordance with the Contract Documents for the construction of Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements ("the Project").

2. **CONTRACT DOCUMENTS** - The Contract Documents consist of this Agreement; Exhibits and Addendum(s) to the Agreement; the Construction Drawings for City of Cocoa Bid Set B-22-15-COC, dated June 2022; ITB B-22-15R-COC Documents issued by the City, dated August 30, 2022; Contractor's Bid Submittal, dated October 14, 2022; General Conditions, if any; Supplemental Terms and Conditions by the City, if any; all Change Orders approved by the City after execution of this Agreement; and State of Florida Division of Emergency Management Grant # 4337-428-R. These Contract Documents are hereby incorporated into this Contract by this reference. The CONTRACTOR represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents, has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the OWNER, or of any of their respective officers, agents, servants, or employees. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the Contract Documents is to include all labor, materials, equipment, transportation, taxes, fees and incidentals necessary for the proper and complete execution of the Work for each Project. Materials or Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any discrepancies or omissions found in the Contract Documents shall be reported to the City's Project Manager immediately. The City's Project Manager will clarify discrepancies or omissions, in writing, within a reasonable time.

3. **ORDER OF PRECEDENCE** - In case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

    a. Change Orders

    b. Agreement, Exhibits and Addenda

    c. Supplemental Terms and Conditions

    d. General Terms and Conditions

    e. Engineering Plans and Drawings

f. ITB for B-22-15R-COC issued by the City of Cocoa dated August 30, 2022, including any subsequently issued Addenda

g. Contractor's Bid Submittal

h. Punchlist

i. State of Florida Division of Emergency Management Grant # 4337-428-R

Any inconsistency in the work description shall be clarified by the OWNER and performed by the CONTRACTOR.

4. **AGREEMENT INTERPRETATION** - At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the OWNER at its sole discretion will interpret the intent of the Contract Documents and the CONTRACTOR hereby agrees to abide by the OWNER's interpretation and agrees to carry out the work in accordance with the decision of the OWNER.

5. **BRAND NAME MATERIALS** - Whenever Materials or Equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. The CONTRACTOR will be responsible for all coordination necessary to accommodate the material, article, or equipment being provided without additional cost to the OWNER. Unless the name is followed by words indicating that no substitution is permitted, a substitute material, article, or equipment is allowed if it is reasonably equivalent to the brand name specified and CONTRACTOR certifies in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. . The OWNER has full discretion to decide whether a substitute is reasonably equivalent. CONTRACTOR must notify the OWNER in writing prior to use of the substitute for a specified brand name and allow the OWNER to make a determination before CONTRACTOR uses the substitute.

6. **CONTRACT TIME** -

a. All provisions regarding Contract Time are essential to the performance of this Contract.

b. *Contract Time*. The Contract Time shall begin to run upon the OWNER's issuance of the Notice to Proceed. The CONTRACTOR shall sign the Notice to Proceed and deliver it to the Owner's Project Manager.

c. *Substantial Completion*. The Work shall be substantially completed within **Three-Hundred Sixty-Five (365)** calendar days after the date when the Contract Time begins to run.

The date of Substantial Completion of the Work is the date certified in writing by the OWNER when (1) construction is sufficiently complete, in accordance with the contract documents, so the OWNER can occupy or utilize the work for its intended purpose, as

expressed by the contract documents, and (2) any additional project-specific requirements or milestones for "Substantial Completion" identified in the general, special, or technical conditions or construction plans have been satisfied.

d. *Punchlist Creation and Acceptance*. No more than ten (10) calendar days following Substantial Completion, the CONTRACTOR shall provide to OWNER a draft Punchlist detailing the remaining items and estimated cost of each item required to render the Work complete, satisfactory, and acceptable. OWNER shall review the draft Punchlist and provide any comments to CONTRACTOR. The OWNER and CONTRACTOR shall cooperate in the development of the Punchlist regarding both the items to be included and the estimated cost of each. The OWNER shall approve a final Punchlist within 30 calendar days [(for projects costing less than or equal to $10 million) or 45 calendar days (for projects costing over $10 million)] of Substantial Completion.

OWNER shall deliver a final approved Punchlist to CONTRACTOR no more than five (5) calendar days following final approval of the Punchlist.

If the CONTRACTOR fails to coordinate with the OWNER to create the Punchlist and the OWNER has given the CONTRACTOR written notice of the failure, then the OWNER may withhold 150 percent of the estimated costs required to complete the items the OWNER intended to include in the Punchlist, without input from CONTRACTOR, and shall deliver the Punchlist within the time period in this subsection. The failure to include any corrective work or pending items not yet completed on the Punchlist does not alter the responsibility of the CONTRACTOR to complete the Work purchased under this Agreement.

e. *Final Completion*. The Work shall be finally completed, ready for Final Payment within **Thirty (30**) calendar days after the date of delivery of the final, approved Punchlist, which shall be at least thirty (30) calendar days following the delivery of the final approved Punchlist.

f. The parties acknowledge that the Contract Time provided in this subsection includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

g. If applicable to the particular Work required under this Agreement, Float Time is allocated specifically to the Contractor's responsibility for coordination of the utility relocations as described in the General Conditions and is included in the Contract Time provided by this Section. OWNER will not consider any Contract Time extensions related to utility coordination matters including, but not limited to, utility relocations and conflicts, unless the utility relocation delays exceed the Float Time and also exceed the Project Schedule's Critical Path.

h. In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions. If the Work requires phased construction, a Punchlist shall be created for each phase of construction, and the timeline established herein for Punchlist compliance shall be followed for each phase.

7. **LIQUIDATED DAMAGES** - OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph 6 above, plus any extensions

thereof allowed in accordance with the General Conditions. OWNER and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **$2,712** for each calendar day that expires after the time specified in Paragraph 6 for substantial completion until the work is substantially complete and **50% of the specified amount** for each calendar day that expires after the time specified in Paragraph 6 for final completion until the work is finally complete. The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work. This provision binds Contractor's performance bond surety.

8. **CONTRACT PRICE, UNIT PRICE CONTRACT** - The OWNER will pay the CONTRACTOR in current funds for the performance of the work in accordance with the Contract Documents, subject to additions and deductions approved by Change Order, the Total Contract Price of **five million, four-hundred-seventy-one thousand, and fifteen dollars ($5,471,015).** CONTRACTOR agrees to accept the Contract Price as full compensation for performing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents.

The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid all costs of any nature relating to: (1) performance of the Work under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

The CONTRACTOR acknowledges that performance of the Work may involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the CONTRACTOR with the work of the OWNER, if any, with its own forces, the work of other contractors, if any, and the work of others at the Project site.

Payments will be made to the CONTRACTOR for actual quantities installed on the basis of the Schedule of Unit Prices included as a part of the Bid, which shall be as fully a part of the Contract as if attached or repeated herein. Where the Contract Documents provide for Unit Price Work, the Contract Price stated in the Agreement will include for

all Unit Price Work an amount equal to the sum of the Unit Prices for each item of Unit Price Work times the estimated quantity of each item as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

9. **TERMINATION; DEFAULT BY CONTRACTOR AND OWNER'S REMEDIES -** The OWNER reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, for convenience. Further, the OWNER reserves the right to revoke and terminate this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. CONTRACTOR defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the OWNER specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within seven (7) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the default, provided the CONTRACTOR promptly takes and diligently and continuously pursues such actions as are necessary therefore; or

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

c. CONTRACTOR has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

d. CONTRACTOR has committed any act of fraud upon the OWNER; or

e. CONTRACTOR has made a material misrepresentation of fact to the OWNER while performing its obligations under this Agreement; or

f. CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right, or remedy OWNER may have under this Agreement.

In the event of an uncured default by CONTRACTOR, the OWNER shall have the right to exercise any other remedy the OWNER may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, OWNER shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination, which may be a set-off to Owner's damages.

10. **FORCE MAJEURE -** Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving CONTRACTOR's labor force); extraordinary breakdown of or damage to OWNER 's affiliates' generating plants, their

equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency; ; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes.

11. **SEVERABILITY -** In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable

12. **PROGRESS PAYMENTS PRIOR TO SUBSTANTIAL COMPLETION; DUE DATE FOR PROGRESS PAYMENTS; SUBMITTAL OF PAYMENT REQUESTS; CHANGE ORDERS** – No payments shall be made where a Payment and Performance Bond is required herein until OWNER receives a certified copy of the recorded Bond. OWNER shall make progress payments on account of the contract price to CONTRACTOR, on the basis of application for payments submitted to the OWNER or OWNER's Project Manager, by CONTRACTOR as the work progresses, and in accordance with the Contract Documents. By submitting each request for a progress payment, the CONTRACTOR certifies, to the best of its knowledge and belief, that: (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract; (2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment requested, in accordance with subcontract agreements; (3) The request is made in good faith and is a true and accurate accounting of the work performed and materials supplied; and (4) The representative signing the request for a progress payment is authorized to certify the request on behalf of the CONTRACTOR.

Progress payments may be withheld if:

a. Work is found defective and not remedied;

b. CONTRACTOR does not provide consent of surety with each payment application;

c. Another contractor is damaged by an act for which CONTRACTOR is responsible; or

d. In the opinion of the OWNER that CONTRACTOR's work is not progressing satisfactorily.

OWNER herein (__X__) designates or (____) does not designate an agent, i.e., an architect or engineer, that must approve any payment request or invoice before the payment request or invoice is submitted to OWNER for payment. If an agent must approve the payment request or invoice before the payment request or invoice is submitted to OWNER, payment is due 25 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. The CONTRACTOR may send OWNER an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is inaccurate or misleading. If an agent need not approve the payment request or invoice submitted by CONTRACTOR, payment is

due 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. If OWNER disputes a portion of a payment request or an invoice, the undisputed portion shall be timely paid. OWNER shall reject payment requests or invoices in accordance with the procedure established in s. 218.735, Florida Statutes.

OWNER hereby identifies the **City of Cocoa Accounts Payable**, 65 Stone Street, Cocoa FL 32926 or by email to **accountspayable@cocoafl.gov** as the agent or office to which the CONTRACTOR must submit payment requests or invoices to OWNER. The OWNER further hereby identifies Tierra Inc., Attn: **Jeffrey Begovich, P.E**., 7351 Temple Terrace Hwy, Tampa, FL, 33637 or by email to **jbegovich@tierraeng.com** as the agent that must approve payment requests prior to their submission to OWNER.

By making payments OWNER does not waive claims including but not limited to:

a. Faulty work appearing after substantial completion has been granted;

b. Work that does not comply with the Contract Documents;

c. Failure of CONTRACTOR to comply with any special guarantees required by the Contract Documents.

Further, OWNER may withhold additional payment in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Contract if CONTRACTOR is behind schedule and it is anticipated by OWNER that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the OWNER'S discretion be withheld from subsequent Progress Payments.

The OWNER, by written change order and without invalidating the Agreement, may order extra Work or make changes by altering, adding to, or deducting from the Work, the contract sum being adjusted accordingly. Additional time required for any change in Work must be included with the requested Change Order. The CONTRACTOR'S exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the OWNER or the OWNER's agent and claims based on breach of contract or negligence, shall be a claim for an extension of the scheduled construction time.

In giving instructions, the City's Project Manager will have authority to make minor changes in the Work, not involving extra cost or time, and not inconsistent with the purpose of the Work, but otherwise, except in an emergency endangering life or property, no extra work or change will be made unless it goes through the City's written Change Order process and is approved by the OWNER, and no claim for an addition to the contract sum or time will be valid unless so ordered in writing.

The value of any such extra Work or change will be determined in one or more of the following ways:

a. By mutual acceptance of a lump sum.

b. By unit prices named in the contract or subsequently agreed upon.

c. By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the CONTRACTOR, provided it receives an order as above, shall proceed with the work. In such case and also under case (3) above, the CONTRACTOR shall keep and present in such form as the City's Project Manager may direct, a correct account of the actual cost of labor and materials, substantiated by back-up documentation. In any case, the City's Project Manager will certify to the amount, including reasonable allowances for overhead and profit, due to the CONTRACTOR. Pending final determination of value, payments on account of changes will be made on the City's Project Manager's estimate. Furthermore, if the CONTRACTOR claims that any instructions by drawings or otherwise involve extra cost under the Contract Documents, it shall give the City written notice thereof within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided above under this section. Claims will not be processed unless filed in writing before any work has commenced. In addition, if the City's Project Manager deems it appropriate the City may accept defective or incomplete work, and an equitable deduction from the Contract Price will be made therefor by Change Order.

13. **FINAL PAYMENT** - OWNER shall withhold up to 5% of the Contract Price until the date of Substantial Completion in accordance with the Local Government Prompt Payment Act ("Act"). As provided in Section 6 above, within 10 calendar days of Substantial Completion, the CONTRACTOR shall create and deliver to OWNER a draft Punchlist detailing Work which must still be completed to reach Final Completion under the terms of this Agreement, and the estimated cost to complete each item. Within thirty (30) calendar days of Substantial Completion for projects with a cost of $10 million or less or within forty-five (45) calendar days of Substantial Completion for projects with a cost of over $10 million, the OWNER shall approve a finalized Punchlist. As provided above, the OWNER and CONTRACTOR shall coordinate and cooperate in the development of the final Punchlist. Within 5 calendar days of OWNER finalizing and approving the Punchlist, the OWNER shall deliver the final approved Punchlist to CONTRACTOR.

Within 20 calendar days of the delivery of the final approved Punchlist, and only upon receipt of a proper invoice or payment request from CONTRACTOR, OWNER shall pay to CONTRACTOR the remaining contract balance, including all retainage previously withheld, less an amount equal to 150 % of the estimated cost to complete the items on the Punchlist, except as provided herein. Should no Punchlist be created within the thirty or forty-five day timeframe, as applicable, OWNER shall pay CONTRACTOR the remaining contract balance, including all retainage previously withheld, upon receipt of a proper invoice or payment request from CONTRACTOR, unless the Punchlist has not been created because of the failure of CONTRACTOR to cooperate with OWNER, in which case OWNER shall pay to CONTRACTOR the remaining contract balance, including all retainage previously withheld,

less an amount equal to 150 % of the estimated cost to complete the items on the Punchlist as determined solely by the OWNER.

CONTRACTOR may submit a proper invoice or payment request for the amount of retainage held to complete the Punchlist items only once all Punchlist items have been completed to the satisfaction of the OWNER. OWNER may continue to withhold the retainage if a good faith dispute exists as to whether one or more Punchlist items has been completed in accordance with the terms of this Agreement up to 150% of the total costs to complete those items in dispute.

The date of Final Completion shall be no less than 30 days following delivery of the final approved Punchlist to CONTRACTOR.

The remaining retainage amount shall be released with the Final Payment after the issuance of the Final Completion Certificate. The Final Completion Certificate shall be issued upon completion of all remaining Punchlist items. Consent of surety is required for final payment. OWNER shall make final payment to CONTRACTOR within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until CONTRACTOR has delivered to OWNER all close-out documentation.

14. **DESIGNATION OF PROJECT MANAGER OR ARCHITECT OR LANDSCAPE ARCHITECT: DUTIES AND AUTHORITY** - The duties and authority of the OWNER are as follows:

a. **General Administration of Contract**. The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, **Jeffrey Begovich, P.E., Vice President of Tierra Inc.** or or his authorized representative is the OWNER's Project Manager during the entire period of construction. The OWNER (CITY) may change the Project Manager during the term of this contract.

b. **Inspections, Opinions, and Progress Reports.** The OWNER and its representatives shall be kept familiar with the progress and quality of the work by CONTRACTOR and may make periodic visits to the work site. The OWNER will not be responsible for the means of construction, or for the sequences, methods, and procedures used therein, or for the CONTRACTOR's failure to perform the work in accordance with the Contract Documents.

c. **Access to Worksite for Inspections.** The OWNER and its representatives shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous on-site inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive Owner's claim regarding defective work by Contractor. No inspector is authorized to change any provision of the specifications without written authorization of the City's Project Manager, nor shall the presence or absence of an inspector relieve the CONTRACTOR from any requirements of the Contract Documents.

If the specifications, the City's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, the CONTRACTOR shall give the City

timely notice of its readiness for inspection, and of the date fixed for such inspection. Inspections by the City's Project Manager will be promptly made.

If upon inspection such work is found not in accordance with the Contract Documents, the CONTRACTOR shall pay such cost, including compensation for professional services, and an appropriate deductive Change Order shall be issued.

d. **Interpretation of Contract Documents: Decisions on Disputes.** The OWNER will be the initial interpreter of the contract document requirements, and make decisions on claims and disputes between Contractor and Owner.

e. **Rejection and Stoppage of Work.** The OWNER shall have authority to reject work which in its opinion does not conform to the Contract Documents, and in this connection may stop the work or a portion thereof, when necessary.

f. **Payment Certificates.** The OWNER will determine the amounts owing to CONTRACTOR as the work progresses, based on CONTRACTOR's applications and OWNER's inspections and observations, and will issue certificates for progress payments and final payments in accordance with the terms of the Contract Documents.

g. **City Reviews and Status.** The City's review, inspection, or approval of any Work, applications for payment, or other submittals shall be solely for the purpose of determining whether the same are generally consistent with the City's scope and requirements for the project. No review, inspection, or approval by the City of such Work or documents shall relieve the CONTRACTOR of its responsibility for the performance of its obligations under the Contract Documents or the accuracy, adequacy, fitness, suitability, or coordination of the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, design document, or construction document shall not relieve CONTRACTOR of responsibility for the performance of its obligations under the Contract Documents. Payment by the City pursuant to the Contract Documents shall not constitute a waiver of any of the City's rights under the Contract Documents or at law, and CONTRACTOR expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by the City. Notwithstanding the foregoing, prompt written notice shall be given by the City or City Project Manager to the CONTRACTOR if the City becomes aware of any fault or defect in the Projects or non-conformance with the Contract Documents. Furthermore, the City shall not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONTRACTOR, for any of the foregoing purposes, be deemed the agent of the City.

15. **PROGRESS MEETINGS** – OWNER'S Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the OWNER, during the term of work entered into under this Agreement. CONTRACTOR's Project Manager and all other appropriate personnel shall attend such meetings as designated by the OWNER'S Project Manager.

16. **RESPONSIBILITIES OF CONTRACTOR** - CONTRACTOR's duties and rights in connection with the project herein are as follows:

a. **Responsibility for Supervision and Construction**. CONTRACTOR shall be solely responsible for all construction under this contract, including the techniques, sequences, procedures and means, for the coordination of all work. CONTRACTOR shall supervise and direct the work, and give it all attention necessary for such proper supervision and direction.

b. **Discipline and Employment.** CONTRACTOR shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.

c. **Furnishing of Labor, Materials, etc.** CONTRACTOR shall provide and pay for all labor, materials and equipment, including tools, construction equipment and machinery, utilities, including water, transportation, and all other facilities and work necessary for the proper completion of work on the project in accordance with the Contract Documents.

d. **Payment of Taxes: Procurement of Licenses and Permits.** CONTRACTOR shall secure all licenses and permits necessary for proper completion of the work, paying the fees thereof. CONTRACTOR warrants that it (and subcontractors or tradesmen, if authorized in the Contract Documents) hold or will secure all trade or professional licenses required by law for CONTRACTOR to undertake the contract work.

e. **Guarantee.** The CONTRACTOR hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents. The CONTRACTOR shall remove, replace and/or repair at its own expense and at the convenience of the OWNER any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all materials and equipment furnished under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, CONTRACTOR will provide written guarantee for work and materials for one (1) calendar year after acceptance by OWNER. The one (1) period is not a limitation upon manufacturer warranties or CONTRACTOR's payment and performance Bond(s).

f. **Project Site.** The CONTRACTOR shall, among other things, (i) visit and thoroughly inspect the project site and any structure(s) or other man-made features to be modified and become familiar with local conditions under which the project will be constructed and operated; (ii) if applicable, familiarize itself with the survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components, and other attributes having or likely to have an impact on the project; (iii) familiarize itself with the City's layout

and design requirements, conceptual design objectives, and budget for the project; (iv) familiarize itself with pertinent Project dates, including the Project Schedule; (v) review and analyze all project geotechnical, hazardous substances, structural, chemical, electrical, mechanical, and construction materials tests, investigations, and recommendations; and (vi) gather any other information necessary for a thorough understanding of the project. If the project involve modifications to any existing structure(s) or other man-made feature(s) on the project site, the CONTRACTOR shall also review all as-built and record drawings, plans, and specifications of adjacent work which the CONTRACTOR requests from the City , and shall thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by the CONTRACTOR resulting from its failure to familiarize itself with the project site or pertinent documents shall be deemed waived.

g. **Punchlist.** The CONTRACTOR shall be responsible for creation of the required Punchlist(s) as provided herein. Punchlist(s) must be approved by the OWNER.

17. **ASSIGNMENT -** CONTRACTOR shall not assign this Agreement, or any rights or any monies due or to become due hereunder without the prior, written consent of the OWNER.

a. CONTRACTOR shall be fully responsible to OWNER for all acts and/or omissions performed by its subcontractors.

b. If CONTRACTOR, prior to the commencement of any Work subcontracts any part of this Agreement by the subcontractor, CONTRACTOR shall require the subcontractor to provide OWNER and its affiliates with insurance coverage as set forth by the OWNER.

18. **THIRD PARTY RIGHTS -** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONTRACTOR.

19. **PROHIBITION AGAINST CONTINGENT FEES -** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

20. **NO JOINT VENTURE -** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other party.

21. **INDEMNIFICATION –** CONTRACTOR shall indemnify and hold harmless the OWNER, its officers, employees, agents, engineer, and city attorneys (individually and in their official capacity, from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

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

The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense or to provide for such defense, at the option of the OWNER, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the OWNER or its officers, employees, and city attorneys which may covered by this indemnification. In all events the OWNER and its officers, employees, engineer, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

In consideration of the CONTRACTOR's indemnity obligations, the parties allocate ONE PERCENT (1%) OF THE CONTRACT SUM as specific consideration for CONTRACTOR's indemnification of OWNER and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

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

22. **SAFETY -** CONTRACTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing work provided hereunder. More specifically, the CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All employees on the project site and other persons who may be affected thereby.
2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the project site.
3. Other property at the project site or adjacent thereto.

CONTRACTOR shall comply with all applicable Federal Occupational Safety and Health Administration (OSHA) and Florida Department of Transportation safety standards and shall assure and monitor the compliance of its Subcontractors with those same standards.

Further, CONTRACTOR shall work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines, and shall supply all information about hazardous chemical being brought onto City property as required by any applicable City Safety and Loss Control Program.

23. **CORPORATE REPRESENTATIONS BY CONTRACTOR -** CONTRACTOR hereby represents and warrants to the OWNER the following:

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

b. The undersigned signatory for CONTRACTOR has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by CONTRACTOR has been duly authorized by the board of directors and/or president of CONTRACTOR. In support of said representation, CONTRACTOR agrees to provide a copy to the OWNER of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

c. CONTRACTOR is duly licensed under all local, state and federal laws to provide the work stated in paragraph 1.0 herein. In support of said representation, CONTRACTOR agrees to provide a copy of all said licenses to the OWNER prior to the execution of this Agreement.

24. **BOND** - CONTRACTOR shall supply a materials, performance and payment bond(s) in accordance with Florida law and in substantially in conformance with the forms attached to the Agreement as **Exhibit "A"** and approved by the City Attorney. The materials, performance, and payment amounts shall be in an amount equal to 100% of the Contract Price for the work prescribed herein. The issuance of bonds required under this Agreement shall not relieve Contractor of any liability under the Agreement. Contractor shall remain jointly and severally liable with any surety issuing a bond under the Contract. The premium for such bonds is included in the Contract Price.

25. **INSURANCE -** During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. Additionally, all independent contractors or agents employed by CONTRACTOR to perform any Work hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

a. The CONTRACTOR shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence to protect the CONTRACTOR from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

b. The CONTRACTOR shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

c. The CONTRACTOR shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $2,000,000 for all of its employees performing Work for the OWNER pursuant to this Agreement.

d. The CONTRACTOR shall maintain comprehensive builder risk insurance, which shall cover CONTRACTOR'S labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of the Total Contract Price. CONTRACTOR shall maintain the builder risk insurance required by this subsection until final completion.

Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the OWNER by CONTRACTOR upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 25. Renewal certificates shall be sent to the OWNER 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the OWNER in the event of cancellation or modification of any stipulated insurance coverage. **The OWNER and its engineer shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies**.

Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insured shall be excess insurance; and with respect to workers' compensation and employer's liability, comprehensive automobile liability, commercial general liability, and umbrella liability insurance, CONTRACTOR shall require CONTRACTOR's insurance carriers to waive all rights of subrogation against OWNER and its engineer, the engineer's consultants, and their respective officers, directors, partners, employees and agents.

Each policy shall contain a cross liability or severability of interest clause or endorsement.

26. **MEDIATION/VENUE** - The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for BREVARD County, Florida. The Contractor's surety is bound by this provision.

27. **GOVERNING LAW & VENUE -** This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be BREVARD County, Florida. Venue for any federal action or litigation shall be Orlando, Florida. The Contractor's surety is bound by this provision.

28. **ATTORNEY'S FEES -** Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not

limited to, reasonable attorney's fees, whether at settlement, trial or on appeal. This provision does not apply to Contractor's surety.

29. **NOTICES** - Any notice or approval under this Contract shall be sent, postage prepaid, to the applicable party at the address shown on the first page of this Contract.

30. **WORK IS A PRIVATE UNDERTAKING -** With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the OWNER and CONTRACTOR is such that the CONTRACTOR is an independent contractor and not an agent of the OWNER. The CONTRACTOR, its contractors, partners, agents, and their employees are independent contractors and not employees of the OWNER. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the OWNER, on one hand, and the CONTRACTOR, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement.

31. **DOCUMENTS** - **Public Records**: It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR and its independent contractors and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the OWNER or the CONTRACTOR. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the OWNER's City Manager. Upon request by the OWNER, the CONTRACTOR shall promptly supply copies of said public records to the OWNER. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the CONTRACTOR be open and freely exhibited to the OWNER for the purpose of examination and/or audit. Failure by CONTRACTOR to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the OWNER upon delivery of a written notice of cancellation. If CONTRACTOR fails to comply with this Section, and the OWNER must enforce this Section, or the OWNER 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 OWNER 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 OWNER shall also be entitled to reimbursement of all attorneys' fees and damages which the OWNER 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.

The CONTRACTOR acknowledges that the OWNER is a Florida municipal corporation and subject to the Florida Public Records Law. CONTRACTOR agrees that to the extent any document produced by CONTRACTOR under this Agreement constitutes a Public Record; CONTRACTOR shall comply with the Florida Public Records Law.

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) 433-8484, cshealy@cocoafl.org, Carie Shealy, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922.

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

33. **HEADINGS** - Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

34. **INTEGRATION; MODIFICATION** - 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. Modifications of this Agreement shall only be made in writing signed by both parties.

35. **WAIVER AND ELECTION OF REMEDIES -** Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto. 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.

36. **DRAFTING** - OWNER and CONTRACTOR each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

37. **NOTICE** - Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For CONTRACTOR:

Company Name:	Cathcart Construction Company - Florida LLC
Attn:	Matt T. Blanton, President
Address:	1056 Willa Springs Drive
	Winter Springs, Florida 32708
Phone:	(407) 629-2900
Email:	mblanton@cathcartconstructioncompany.com

For OWNER:

City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, Florida
321-433-8660

Either party may change the notice address by providing the other party written notice of the change. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

38. **CONFLICT OF INTEREST**.

a. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the OWNER or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the OWNER's Personnel Policies.

b. The CONTRACTOR hereby certifies that no officer, agent or employee of the OWNER has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this CONTRACT.

c. Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the OWNER pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

39. **ADDITIONAL ASSURANCES**.

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

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

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

40. **E-VERIFY** - Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. City Contractors must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The City Contractor shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the City Contractor utilizes Subcontractors the following shall apply:

a. Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

c. Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

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

CITY OF COCOA

By: _____
Stockton Whitten, City Manager

Date: 10/12/2023

ATTEST:

Carie Shealy, City Clerk

CATHCART CONSTRUCTION COMPANY – FLORIDA LLC

By: _____
Matt T. Blanton, President

Date: 10/12/23

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (___) online notarization, this 12th day of October, 2023, by Matt T. Blanton, the President of Cathcart Construction Company-Florida LLC, who is personally known to me or who produced _____ as identification and who did take an oath.

Notary Public State of Florida
Cathy R Owen
My Commission HH 052957
Expires 11/21/2024

Cathy R. Owen
(Notary Public Signature)

CATHY R. OWEN
(Print Name)
Notary Public, State of FLORIDA
Commission No.: HH 052957
My Commission Expires: 11/21/2024

EXHIBIT A

Performance and Payment Bond

In compliance with the Florida Statutes Chapter 255.05 (1) (a)

BOND NO.:	
Contractor Name:	
Contractor Address:	
Contractor Phone No.:	
Surety Company:	
Surety Agent:	
Owner Name:	City of Cocoa
Owner Address:	65 Stone St.
	Cocoa, Florida 32922
Owner Phone No.	(321) 433-8833
Owner Fax No.	(321) 433-8860
Owner Email:	Purchasing@cocoafl.org
Contract Date:	
Contract Amount:	$
Bond Amount:	$
Contract No. (if applicable):	
Description of Work:	
Project Address:	
Legal Description:	
Bid Number:	

BY THIS BOND, we _____ as Principal

and _____ a Corporation as Surety,

are bound to ___City of Cocoa_____, herein called Owner, in the sum

of $ _____, for payment of which we bind

ourselves, our heirs, Personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

a. Performs the contract dated _____, 20_____, between Principal and Owner for construction of _____ as specified for the _____ location, the contract being made a part of this bond by reference, at the times and in the manner prescribed in this contract; and
b. Promptly makes payments to all claimants, as defined in section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution if the work provided for the contract; and
c. Pays Owner all losses, damages, including delay damages, expenses, and costs that Owner sustains because of a default by Principal under the contract; and
d. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract and by law, then this bond is to be void; otherwise it remains in full force and effect.
e. In any action against this performance bond, the Owner is entitled to attorney's fees under section 627.756, Florida Statutes, and Danis Industries Corp. v. Ground Improvement Techniques, 645 So.2d 420 (Fla. 1994) and McCarthy Bros. Co. v. Tilbury Construction, Inc., 849 So.2d 7 (Fla. 1st DCA 2003), including appellate attorney's fees.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have assigned and sealed this instrument this _____ day of _____ 20_____.

CONTRACTOR AS PRINCIPAL

Company:

_____

(Corporate Seal)

Signature_____

Title_____

SURETY

Company:

_____

(Corporate Seal)

Signature_____

Title_____

INTERNAL CHANGE ORDER REQUEST FORM

P-Form 2021.08

(Does not change the original PO dollar amount EXCEPT when cancelling or liquidating.)

Upon completion of this form, please email to purchasing@cocoafl.org for processing.

Section I

Date: 02/20/24 **Requestor:** Frank Mirabito **Department Fund #:** P/W **Division #:** 3570

Section II

Original PO #: 81782 **Original Requ #:** 47365 **Vendor Name:** Cathcart Construction Company

Original PO Amount: $ 5,471,014.80 **Change Order #:** 1

SELECT BOX FOR CHANGE REASON

BAF # Required if Project/Account # is overbudget. **BAF #:**

- ☐ Change Project #
- ☐ Add Project #
- ☐ Delete Project #
- ☐ Change Account #
- ☐ Add Verbiage
- ☑ Switch Quantity & Unit Cost
- ☐ Cancel Entire PO
- ☐ Liquidate Remaining Balance

Please make correction(s) to original PO as listed below:

Original PO Line #	Quantity	UM	Description	Account Number	Project Number	Unit Cost	Extended Cost
9	13,000.00	SUM	Mailboxes - Streets & S/W @ 84%	303-3570-538.63-73	GR2108	$ 1.00	$ 13,000.00
10	2,500.00	SUM	Mailboxes - U/T @ 16.6%	424-4055-536.63-73	GR2108	$ 1.00	$ 2,500.00
11	91,200.00	SUM	Swale Construction	423-3570-538.63-73	GR2108	$ 1.00	$ 91,200.00
12	142,800.00	SUM	Type B Stabilization	423-3570-538.63-73	GR2108	$ 1.00	$ 142,800.00
13	460,450.00	SUM	Optional Base, Base Group 6	423-3570-538.63-73	GR2108	$ 1.00	$ 460,450.00
14	10,500.00	SUM	Milling Exist pavement 1" avg depth	423-3570-538.63-73	GR2108	$ 1.00	$ 10,500.00
15	12,320.00	SUM	Superpave asphalt Traffic C, SPS9.5	423-3570-538.63-73	GR2108	$ 1.00	$ 12,320.00
			See Page 2 excel spreadsheet.				$ -

Total amount of change -----> **$ 732,770.00**

Add this total next to the appropriate change order # listed in Section III.

Section III

If previous change orders have been issued against this PO, please be sure to input the amounts below.

ORIGINAL PO AMOUNT -------->	**$ 5,471,014.80**
Input Change Order # 1 Amount	
Input Change Order # 2 Amount	
Input Change Order # 3 Amount	
Input Change Order # 4 Amount	
Input Change Order # 5 Amount	
Input Change Order # 6 Amount	
Input Change Order # 7 Amount	
NEW PO AMOUNT -------->	**$ 5,471,014.80**

Email completed form to purchasing@cocoafl.org

Original PO	Quantity	UM	Description	Account Number	Project #	Unit Cost	Extended Cost
					Total from Page 1		$732,770.00
	Stormwater						
16	$ 240,350.00	Sum	Superpave asphalt Traffic C, SPS9.5	303-3570-538.63-73	GR2108	1	$240,350.00
17	$ 507,650.00	Sum	Asphalt Conc Frict Cour Traffic C, FC-9.5	303-3570-538.63-73	GR2108	1	$507,650.00
18	$ 52,500.00	Sum	Inlets, Curb Type 9, <10'	303-3570-538.63-73	GR2108	1	$52,500.00
19	$ 110,925.00	Sum	Inlets, Ditch Bottom, Type C	303-3570-538.63-73	GR2108	1	$110,925.00
20	$ 12,250.00	Sum	Manholes, P-7, <10'	303-3570-538.63-73	GR2108	1	$12,250.00
21	$ 24,500.00	Sum	Manholes, J-7, <10'	303-3570-538.63-73	GR2108	1	$24,500.00
22	$ 30,000.00	Sum	Junction Boxes, P-7, <10'	303-3570-538.63-73	GR2108	1	$30,000.00
23	$ 1,000.00	Sum	Manhole, Adjust	303-3570-538.63-73	GR2108	1	$1,000.00
24	$ 249,186.00	Sum	15" RCP optional mat, Round 15"SD	303-3570-538.63-73	GR2108	1	$249,186.00
25	$ 64,170.00	Sum	18" RCP optional mat, Round 18"SD	303-3570-538.63-73	GR2108	1	$64,170.00
26	$ 197,192.00	Sum	24" RCP optional mat, Round 24"SD	303-3570-538.63-73	GR2108	1	$197,192.00
27	$ 186,270.00	Sum	36" RCP optional mat, Round 36"SD	303-3570-538.63-73	GR2108	1	$186,270.00
28	$ 4,812.00	Sum	Mitered End Section, Opt Round 36"	303-3570-538.63-73	GR2108	1	$4,812.00
29	$ 163,073.80	Sum	Concrete curb & gutter, Type F	303-3570-538.63-73	GR2108	1	$163,073.80
30	$ 2,479.00	Sum	Concrete valley gutter	303-3570-538.63-73	GR2108	1	$2,479.00
	Streets						
31	$ 177,795.00	Sum	Concrete Sidewalk/Driveway 4" Thick	303-3570-538.63-73	GR2108	1	$177,795.00
32	$ 423,799.00	Sum	Concrete Sidewalk/Driveway 6" Thick	303-3570-538.63-73	GR2108	1	$423,799.00
33	$ 6,138.00	Sum	Detectable Warning	303-3570-538.63-73	GR2108	1	$6,138.00
34	$ 131,745.00	Sum	Performance Turf, Sod	303-3570-538.63-73	GR2108	1	$131,745.00
35	$ 2,500.00	Sum	Landscaping complete	303-3570-538.63-73	GR2108	1	$2,500.00
36	$ 10,000.00	Sum	Irrigation System Repairs	303-3570-538.63-73	GR2108	1	$10,000.00
37	$ 9,000.00	Sum	Single Post sign, F&I ground up to 12sf	303-3570-538.63-73	GR2108	1	$9,000.00
38	$ 16,296.00	Sum	Thermo Standard White Solid 6"	303-3570-538.63-73	GR2108	1	$16,296.00
39	$ 6,850.00	Sum	Thermo Standard White Solid 12"	303-3570-538.63-73	GR2108	1	$6,850.00

40	$	2,280.00	Sum	Thermo Standard White Solid 24"	303-3570-538.63-73	GR2108	1	$2,280.00
41	$	1,748.00	Sum	Thermo, Stan White Message/Symbol	303-3570-538.63-73	GR2108	1	$1,748.00
42	$	10,185.00	Sum	Thermo, Standard Yellow Solid 6"	303-3570-538.63-73	GR2108	1	$10,185.00
		Utilities						
43	$	30,000.00	Sum	Water Main Relocate 2"	424-4055-536.63-73	GR2108	1	$30,000.00
44	$	86,250.00	Sum	Water Main Relocate 6"	424-4055-536.63-73	GR2108	1	$86,250.00
45	$	560.00	Sum	U/T Pipe, Pg&plc out of svc 2.0-4.9"	424-4055-536.63-73	GR2108	1	$560.00
46	$	4,840.00	Sum	U/T Pipe, Pg&plc out of svc 5.0-7.9"	424-4055-536.63-73	GR2108	1	$4,840.00
47	$	100,200.00	Sum	U/T Pipe, Pg&plc out of svc 8.0-19.9"	424-4055-536.63-73	GR2108	1	$100,200.00
48	$	4,500.00	Sum	U/T Pipe, PVC F&I 4"	424-4055-536.63-73	GR2108	1	$4,500.00
49	$	16,695.00	Sum	U/T Pipe, PVC F&I 6"	424-4055-536.63-73	GR2108	1	$16,695.00
50	$	133,696.00	Sum	U/T Pipe, PVC F&I 8"	424-4055-536.63-73	GR2108	1	$133,696.00
51	$	30,338.00	Sum	U/T Pipe, PVC F&I 10"	424-4055-536.63-73	GR2108	1	$30,338.00
52	$	11,375.00	Sum	U/T Fitting, DI/CI Elbow, 8"	424-4055-536.63-73	GR2108	1	$11,375.00
53	$	6,372.00	Sum	U/T Fitting, DI/CI Elbow, 10"	424-4055-536.63-73	GR2108	1	$6,372.00
54	$	9,000.00	Sum	U/T Fitting, DI/CI Tee, 8"	424-4055-536.63-73	GR2108	1	$9,000.00
55	$	2,500.00	Sum	U/T Fitting, DI/CI tee, 10"	424-4055-536.63-73	GR2108	1	$2,500.00
56	$	875.00	Sum	U/T Fitting, DI/CI Reducer 10"	424-4055-536.63-73	GR2108	1	$875.00
57	$	1,029.00	Sum	U/T Fitting, DI/CI Cap/PL, 08"	424-4055-536.63-73	GR2108	1	$1,029.00
58	$	812.00	Sum	U/T Fitting, DI/CI Cap/PL, 10"	424-4055-536.63-73	GR2108	1	$812.00
59	$	21,147.00	Sum	U/T Pipe, copper, F&I 1"	424-4055-536.63-73	GR2108	1	$21,147.00
60	$	20,124.00	Sum	U/T fixture, valve meterbox F&I 1"	424-4055-536.63-73	GR2108	1	$20,124.00
61	$	12,083.00	Sum	U/T Fixture, sewer cleanout F&I 4"-6"	424-4055-536.63-73	GR2108	1	$12,083.00
62	$	29,541.00	Sum	U/T Fixture, Tap Saddle/sleeve F&I 1"	424-4055-536.63-73	GR2108	1	$29,541.00
63	$	3,186.00	Sum	U/T Fixture, Tap Saddle/sleeve F&I 4"	424-4055-536.63-73	GR2108	1	$3,186.00
64	$	12,558.00	Sum	U/T Fixture, Tap Saddle/sleeve F&I 6"	424-4055-536.63-73	GR2108	1	$12,558.00
65	$	5,186.00	Sum	U/T Fixture, Tap Saddle/sleeve F&I 8"	424-4055-536.63-73	GR2108	1	$5,186.00
66	$	3,625.00	Sum	U/T Fixture, Tap Saddle/sleeve F&I 10"	424-4055-536.63-73	GR2108	1	$3,625.00
67	$	9,374.00	Sum	U/T Fixture, Valve Assmbly F&I 1"	424-4055-536.63-73	GR2108	1	$9,374.00
68	$	2,062.00	Sum	U/T Fixture, Valve Assmbly F&I 4"	424-4055-536.63-73	GR2108	1	$2,062.00
69	$	10,248.00	Sum	U/T Fixture, Valve Assmbly F&I 6"	424-4055-536.63-73	GR2108	1	$10,248.00
70	$	14,000.00	Sum	U/T Fixture, Valve Assmbly F&I 8"	424-4055-536.63-73	GR2108	1	$14,000.00
71	$	5,000.00	Sum	U/T Fixture, Valve Assmbly Remove	424-4055-536.63-73	GR2108	1	$5,000.00

72	$	8,750.00	Sum	U/T Fixture, Line Stop Assy, F&I 4"	424-4055-536.63-73	GR2108	1	$8,750.00
73	$	30,000.00	Sum	U/T Fixture, Line Stop Assy, F&I 6"	424-4055-536.63-73	GR2108	1	$30,000.00
74	$	16,875.00	Sum	U/T Fixture, Line Stop Assy, F&I 8"	424-4055-536.63-73	GR2108	1	$16,875.00
75	$	6,250.00	Sum	U/T Fixture, Line Stop Assy, F&I 10"	424-4055-536.63-73	GR2108	1	$6,250.00
76	$	19,500.00	Sum	Fire Hyrdrant, F&I STD 2 hose 1 Pump 6"	424-4055-536.63-73	GR2108	1	$19,500.00
								$4,046,014.80

City of Cocoa

Construction Change Order

Contract Number	B 22-15R-COC
Contract Title	Fiske Boulevard & Broadmoor Acres Roadway & Drainage Improvements
Contractor	Cathcart Construction Company

Change Order Number	2 - Project Change Order 1-01 through 1-04		
Change Order Title	W. Highland Utility conflicts		
Agreement Date	10/12/2023		
NTP Date	1/22/2024		
Subs. Compl. Date	1/21/2025		
Change Order Type	Unforseen Site Condition	Scope of Work Attached	☒
Reason for Change	Utility Conflicts		
# of Days Change Order Work Extends/Shortens Contract Time	11	Revised Substantial Completion Date (if changed)	2/1/2025
Original Contract Cost	$5, 471, 014. 80		
Approved Changes to Date	$0. 00		
Current Contract Cost	$5, 471, 014. 80		
Cost of this Change	$95, 422. 72	Cost Proposal Attached	☒
Revised Contract Cost	$5, 566, 437. 72		

Upon execution by the parties below, this Change Order shall constitute a binding amendment to the Contract Documents, and all parties agree to be bound by its terms and conditions. For bonded projects contractor agrees to submit a copy of this change to the surety company.

Cathcart Construction Company	Matt T. Blanton, President	4/26/24
Contractor Name	Signature	Date
Stockton E. Whitten		4/29/2024
City Manager	Signature	Date

CC: [Project Manager, Department Director, Purchasing Manager, Project Engineer or Architect (if appointed)]

Attest:
Monica Arsenault, CMC
City Clerk
City of Cocoa

TOP WORK PLACES 2023
Orlando Sentinel

CCC Cathcart
Construction Company - Florida, LLC
A Safety Company That Builds Infrastructure Projects
1056 Willa Springs Drive
Winter Springs, Florida 32708
http://cathcartconstructioncompany.com

Fiske Boulevard and Broadmoor Acres Drainage Improvements

Change Order 1

Storm System Conflict with unforeseen FM, RWM, and Gravity Sewer Pipe.

TOP WORK PLACES 2023
CCC Cathcart Construction Company - Florida, LLC
A Safety Company That Builds Infrastructure Projects
1056 Willa Springs Drive
Winter Springs, Florida 32708
http://cathcartconstructioncompany.com

APPROVED
By Frank Mirabito at 7:35 am, Apr 17, 2024

CO 1-01 Conflict S20 - S18

Storm system conflict with existing 20" and 18 RWM between S-19 and S-20

Riser + 10% markup	$ 2,500.00	$ 2,750.00	
Dewatering + 5% markup	$ 3,500.00	$ 3,675.00	
Tree (Demo)+ 5% markup	$ 1,000.00	$ 1,050.00	
UES $ 60.00+ 5% markup (40hrs)	$ 2,400.00	$ 2,520.00	
Labor x Day $7000 + 10% markup	$ 35,000.00	$ 38,500.00	
Total		**$ 48,495.00**	Streets / Stormwater
Extra time for the contract	5 days		

C1-02 S18 A

Storm System with unforeseen 6" Gravity Sewer between S-18 and S-19

Materials

Riser +5% markup		$ 4,725.00	
Structure		$ 7,500.00	
		$ 12,225.00	U/T
Total			
Extra time for the contract	2 days		

CO 1-03 DI Sewer Services

Regular sewer connection

6" DI 20' $65 per/F	$ 1,300.00		
2-45s $535	$ 1,070.00		
6- megalugs	$ 558.00		
Materials+ 5% markup	$ 3,074.40		
2 hrs of labor + 10% markup	$ 1,540.00		
Price per service (2 installed on Highland)	$ 4,614.40		
Total		**$ 9,228.80**	Streets / Stormwater

Sewer Connection adding a wye

6" DI 20' $65 per/F	$ 1,300.00		
2-45s $535	$ 1,070.00		
6- megalugs	$ 558.00		
wye	$ 89.25		
8" Clay/Pvc (2ea)	$ 220.50		
Materials+ 5% markup	$ 3,399.64		
2 hrs of labor + 10% markup	$ 1,925.00		
Price per service (3 installed on Highland)	$ 5,324.64		
Extra time for the contract	2 days		
Total		**$ 15,973.92**	Streets / Stormwater

CO 1-04 Repair 6" AC WM 17+65 (Highland)

Total		**$ 9,500.00**	Streets / Stormwater
Extra time for the contract	2 days		

Total of CO1	**$ 95,422.72**	TOTAL S & S/W - $83,197.72 U/T - $12,225

City of Cocoa

Construction Change Order

Contract Number	B 22-15R-COC
Contract Title	Fiske Boulevard & Broadmoor Acres Roadway & Drainage Improvements
Contractor	Cathcart Construction Company

Change Order Number	3 - Project Change Order 2-01		
Change Order Title	Fiske Blvd & School ST Utility conflicts		
Agreement Date	10/12/2023		
NTP Date	1/22/2024		
Subs. Compl. Date	1/21/2025		
Change Order Type	Unforseen Site Condition	Scope of Work Attached	☒
Reason for Change	Utility Conflicts		
# of Days Change Order Work Extends/Shortens Contract Time	0	Revised Substantial Completion Date (if changed)	2/1/2025
Original Contract Cost	$5, 471, 014. 80		
Approved Changes to Date	$0. 00		
Current Contract Cost	$5, 566, 437. 72		
Cost of this Change	$131, 588. 08	Cost Proposal Attached	☒
Revised Contract Cost	$5, 698, 025. 80		

Upon execution by the parties below, this Change Order shall constitute a binding amendment to the Contract Documents, and all parties agree to be bound by its terms and conditions. For bonded projects contractor agrees to submit a copy of this change to the surety company.

Cathcart Construction Company	Matt T. Blanton, President	4/26/24
Contractor Name	Signature	Date
Stockton E. Whitten		4/30/2024
City Manager	Signature	Date

CC: [Project Manager, Department Director, Purchasing Manager, Project Engineer or Architect (if appointed)]

Attest:
Monica Arsenault, CMC
City Clerk
City of Cocoa

APPROVED
By Frank Mirabito at 9:39 am, Apr 24, 2024

TOP WORK PLACES 2023
Orlando Sentinel

CCC Cathcart
Construction Company - Florida, LLC
A Safety Company That Builds Infrastructure Projects
1056 Willa Springs Drive
Winter Springs, Florida 32708
http://cathcartconstructioncompany.com

Fiske Boulevard and Broadmoor Acres Drainage Improvements

Change Order 2-01

School St / Fiske Blvd. Conflicts

TOP WORK PLACES 2023 Orlando Sentinel

CCC Cathcart Construction Company - Florida, LLC

A Safety Company That Builds Infrastructure Projects

1056 Willa Springs Drive
Winter Springs, Florida 32708
http://cathcartconstructioncompany.com

4/15/2024

Re. CO 2-01 School/Fiske Conflicts

Scope of Work:

Qty	EA	Description		Price
WM Conflict				
		Concrete encase 36"pccp pipe around existing (2) 8" gate valves 36x8 tap on PCCP waiter main 3/4" WM to lift station		U/T
		Materials w/markup * Including concrete	$	9,140.65
		Labor/Equipment	$	14,000.00
Sewer FM Conflict				
		200lf ductile iron 8" force main p401 (with fittings) 8" double line stop with bypass (forcemain) Cast in place a 4x4 ARV vault with hatch lid ARV		Split 50/50
		Materials w/markup	$	62,445.88
		Labor/Equipment	$	35,000.00
Storm Conflict				
		Installation of approx. 64' of 12x18x8' CL3 PF HERCP		Streets S/W
Materials w/markup			$	4,001.55
Labor/Equipment			$	7,000.00
		Total	$	131,588.08

U/T - $71,863.59
S/W - $59,724.49

City of Cocoa

Construction Change Order

Contract Number	B 22-15R-COC
Contract Title	Fiske Boulevard & Broadmoor Acres Roadway & Drainage Improvements
Contractor	Cathcart Construction Company

Change Order Number	4 - Project Change Order 3-01			
Change Order Title	Park Drive - 20 Service Connections			
Agreement Date	10/12/2023			
NTP Date	1/22/2024			
Subs. Compl. Date	1/21/2025			
Change Order Type	Unforseen Site Condition		Scope of Work Attached	☒
Reason for Change	Utility Conflicts			
# of Days Change Order Work Extends/Shortens Contract Time	0	Revised Substantial Completion Date (if changed)	2/1/2025	
Original Contract Cost	$5, 471, 014. 80			
Approved Changes to Date	$0. 00			
Current Contract Cost	$5, 698, 025. 80			
Cost of this Change	$68, 000. 00		Cost Proposal Attached	☒
Revised Contract Cost	$5, 766, 025. 80			

Upon execution by the parties below, this Change Order shall constitute a binding amendment to the Contract Documents, and all parties agree to be bound by its terms and conditions. For bonded projects contractor agrees to submit a copy of this change to the surety company.

Cathcart Construction Company	Matt T. Blanton, President	4/26/24
Contractor Name	Signature	Date
Stockton E. Whitten		4/30/2024
City Manager	Signature	Date

CC: [Project Manager, Department Director, Purchasing Manager, Project Engineer or Architect (if appointed)]

Attest:
Monica Arsenault, CMC
City Clerk
City of Cocoa

TOP WORK PLACES 2023
Orlando Sentinel

CCC Cathcart
Construction Company - Florida, LLC
A Safety Company That Builds Infrastructure Projects
1056 Willa Springs Drive
Winter Springs, Florida 32708
http://cathcartconstructioncompany.com

Fiske Boulevard and Broadmoor Acres Drainage Improvements

Change Order 3-01

Park Dr. Water Services

TOP WORK PLACES 2023
Orlando Sentinel

TOP WORK PLACES 2023 Orlando Sentinel

CCC Cathcart Construction Company - Florida, LLC

A Safety Company That Builds Infrastructure Projects

1056 Willa Springs Drive
Winter Springs, Florida 32708
http://cathcartconstructioncompany.com

4/15/2024

Re. CO 3-01 Park Water Services

Scope of Work:

Qty	EA	Description		Price
10	$ 3,600.00	Long Side Water Service (Labor and Materials) * Using the existing cooper underneath the asphalt ** City to provide the meter box if needed	$	36,000.00
10	$ 3,200.00	Short Side Water Service (Labor and materials) ** City to provide the meter box if needed	$	32,000.00

Stormwater

Total $ 68,000.00

* CCC will furnish the connection to the new water service
** City to provide the meter box if needed
*** Using the existing cooper underneath the asphalt

City of Cocoa Budget Adjustment Form FY 2024 - 24-087-IFT

SELECT ADJUSTMENT TYPE: INTERFUND TRANSFER | REQUESTING DEPARTMENT #: 4010 | DATE PREPARED: 04/30/24

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 400,000	424-0000-381.91-21		Transfer From W/S (421)	$ 0	$ 0	$ 400,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 400,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 400,000)	421-4010-536.39-00	GR2108	Contingency	$ 0	$ 0	($ 400,000)	$ 0
($ 120,000)	424-4055-536.63-00	WS24GM	Infrastructure	$ 0	$ 0	($ 120,000)	$ 0
$ 910,000	424-4055-536.63-00	GR2108	Infrastructure/Fiske Construction	$ 0	$ 0	$ 910,000	$ 0
$ 10,000	424-4055-536.63-00	GR2108	Infrastructure/Fiske Blvd CEI	$ 0	$ 0	$ 10,000	$ 0
$ 400,000	421-4010-581.91-24	GR2108	Interfund Transfer to R&R (424)	$ 0	$ 0	$ 400,000	$ 0
($ 400,000)	424-4055-536.63-00	WS1201	Infrastructure	$ 0	$ 0	($ 400,000)	$ 0
$ 400,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Add Utility contingency funds for the Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements Project and funds for CEI Services. Due to the age of the neighborhood and the infrastructure, several change orders have been issued for various utility conflicts. Additionally, other change orders have been identified that will exceed the current project contingency amount and require CEI Services. Agenda #: 24-223

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 05/14/24 RESOLUTION #: 2024-045

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Abigail Morgan Digitally signed by Abigail Morgan Date: 2024.04.22 15:29:34 -04'00'	Dave Radford Digitally signed by Dave Radford Date: 2024.05.10 09:22:31 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2024.05.09 16:32:07 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2024.05.02 09:12:11 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2024 - 24-087-IFT

SELECT ADJUSTMENT TYPE: INTERFUND TRANSFER | REQUESTING DEPARTMENT #: 3570 | DATE PREPARED: 05/02/24

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 550,000	001-0000-389.99-50	AFBP22	Assigned Fund Balance Fiske Blvd	$ 0	$ 0	$ 550,000	$ 0
$ 550,000	303-0000-381.91-01	GR2108	Transfer From General Fund	$ 0	$ 0	$ 550,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 1,100,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 528,000	303-3570-538.63-00	GR2108	Infrastructure / Fiske Construction	$ 0	$ 0	$ 528,000	$ 0
$ 22,000	303-3570-538.63-00	GR2108	Infrastructure / Fiske Blvd CEI	$ 0	$ 0	$ 22,000	$ 0
$ 550,000	001-1600-581.91-33	GR2108	Transfer to Fiske Cap Proj (303)	$ 0	$ 0	$ 550,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 1,100,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This BAF will increase funding for both Construction and CEI Services contingency, for change orders related to the Fiske Boulevard and Broadmoor Acres Drainage Improvement Project. Agenda 24-223.

Council/Board APPROVAL REQUIRED? YES (●) **NO** ( ) **DATE APPROVED:** 05/14/24 **RESOLUTION #:** 2024-045

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Abigail Morgan Digitally signed by Abigail Morgan Date: 2024.05.03 15:23:24 -04'00'	Dave Radford Digitally signed by Dave Radford Date: 2024.05.06 08:25:18 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Abigail Morgan Digitally signed by Abigail Morgan Date: 2024.05.03 15:24:09 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2024.05.02 09:25:10 -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 8/3/23 - IT

City of Cocoa Budget Adjustment Form FY 2024 - 24-087-T3

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 3570 | DATE PREPARED: 05/02/24

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 257,138)	423-3570-538.63-73	GR2108	Fiske Infrastructure (non grant)	$ 0	$ 0	($ 257,138)	$ 0
($ 199,145)	303-3570-538.63-73	GR2108	Fiske Infrastructure (non grant)	$ 0	$ 0	($ 199,145)	$ 0
($ 90,819)	424-4055-536.63-73	GR2108	Fiske Infrastructure (non grant)	$ 0	$ 0	($ 90,819)	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 547,102)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 257,138	423-3570-538.63-00	GR2108	Fiske Infrastructure (non grant)	$ 0	$ 0	$ 257,138	$ 0
$ 199,145	303-3570-538.63-00	GR2108	Fiske Infrastructure (non grant)	$ 0	$ 0	$ 199,145	$ 0
$ 90,819	424-4055-536.63-00	GR2108	Fiske Infrastructure (non grant)	$ 0	$ 0	$ 90,819	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 547,102	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This BAF is to correct the account number of the non-grant portion of the Fiske Blvd Project(See BAF# 24-009), moving it from the grant account numbers to infrastructure accounts, for tracking purposes. Agenda 24-223.

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 05/14/24 RESOLUTION #: 2024-045

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Abigail Morgan Digitally signed by Abigail Morgan Date: 2024.05.03 15:25:36 -04'00'		Dave Radford Digitally signed by Dave Radford Date: 2024.05.06 08:40:54 -04'00'			
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
Abigail Morgan Digitally signed by Abigail Morgan Date: 2024.05.03 15:26:13 -04'00'		Lora Howell Digitally signed by Lora Howell Date: 2024.05.02 08:51:35 -04'00'			
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

RESOLUTION NO. 2024-045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2023-2024 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at a Regular City Council meeting assembled on the 14th day of May, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

Legislation Details (With Text)

File #:	24-265	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/8/2024			**In control:**	City Council
On agenda:	5/14/2024			**Final action:**	
Title:	Approve Annexation Agreement with the City of Orlando related to Well Sites and water transmission line easements and facilities owned or granted to the City of Cocoa which are located within the proposed and future jurisdictional limits of the City of Orlando. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa and Orlando Annexation Agreement REVISED COCOA (CLEAN)				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 8, 2024
Agenda Date: May 14, 2024
Prepared By: Anthony Garganese, City Attorney
Through: John A. Walsh, P.E., Utilities Director
Stockton Whitten, City Manager

Requested Action:
Approve Annexation Agreement with the City of Orlando related to Well Sites and water transmission line easements and facilities owned or granted to the City of Cocoa which are located within the proposed and future jurisdictional limits of the City of Orlando.

BACKGROUND:

The City of Orlando is currently seeking to annex property where the City maintains potable water wells and related transmission line easements and facilities. On April 9, 2024, the City Council approved a Petition for Annexation and related consent forms for voluntary annexation into the City of Orlando for ten parcels of land owned by the City of Cocoa in Orange County that are located within the proposed annexation area. The annexation area is generally located south of State Road 528 at the Sunbridge Parkway exchange. Council reserved the right to rescind the Petition and consent if an acceptable annexation agreement with the City of Orlando was not reached before the City of Orlando took final action on the annexation ordinance at second reading.

The City Attorney, Utilities Director and City Manager negotiated the proposed Agreement with City of Orlando Staff. The Agreement has been accepted by Orlando staff and is being presented to the Orlando City Council for final approval at second reading on May 13, 2024. The Agreement provides substantial protections to the City's well sites and water transmission easements not only within the annexation area, but any future City of Orlando annexation areas where Cocoa's well sites and

transmission lines are located. Generally, the Agreement provides:

1. No fees imposed on Cocoa related to annexation.
2. Cocoa well site protections including 1,000 foot radius from center point of well head. First, 500 feet is a zone of preclusion where certain regulated uses are prohibited. Within the secondary zone (outer 500 feet), Orlando will restrict new uses that are a potential source of groundwater contamination.
3. Additionally, in its regulatory capacity, Orlando will adopt a comprehensive plan amendment to incorporate the proposed Cocoa well site and facility protections into its comprehensive plan as an area specific land use policy within the annexation area and any other future annexation areas where Cocoa's well sites are located. The additional protection include, to the extent Orlando has jurisdiction and except as may be required for Cocoa's Well Sites and Facilities or as authorized by the terms of an Easement or an encroachment agreement to which Cocoa is a party, prohibit and not issue any permit for any of the following activities within an Easement or within a one hundred (100) foot radius surrounding the outer boundary of a Well Site: the placement of any buildings, improvements, structures or other obstructions or obstacles, excluding utilities-related and roadway and other access improvements (such as paving, drainage and utilities, which are permitted within such area subject to paragraph 3.6 of the agreement); (b) the dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly, unsanitary or offensive materials, including, without limitation, materials deemed to be "Sanitary Hazards" by the Florida Department of Environmental Protection, as defined in Rule 62- 550.200, F.A.C., as amended; (c) the excavation, dredging, or removal of trees, shrubs, or other vegetation, gravel, soil, rock, or other above-ground or below-ground materials, excluding any such activities as may be reasonably necessary for the construction of utilities-related and roadway and other access improvements and excluding activities as may be necessary to comply with applicable conservation area requirements (such as removal of exotic species from wetlands); or (d) the placement of chemical (including petroleum) storage, handling, or production facilities.
4. Orlando will provide Cocoa with copies of all applications for comprehensive plan amendments, rezonings, plats and site plans that are submitted within the Annexation Area or future Orlando annexation areas that affect property located within one thousand (1,000) feet surrounding the outer boundaries of any Well Site within 30 days of the filling of such application so that Cocoa will have a reasonable opportunity to review and submit comments on said applications. Cocoa shall have the right to submit comments to Orlando in writing, or at any public hearing, regarding the proposed applications, and said comments, if submitted by Cocoa prior to such decision being made, will be considered by Orlando before a decision is made on the application.
5. During the development review process, Orlando will, in its regulatory capacity, notify developers of parcels adjoining any Well Site of the requirement to comply with the requirements stated in this Agreement, Florida Administrative Code rules, such as Ch. 62-521, as well as EPA and Water Management District rules, that apply to groundwater protection.
6. Orlando agrees to waive comprehensive plan amendment, rezoning, building permit, and site plan application fees related to any activity proposed to be conducted by Cocoa within any Well Site or Easement after the date of full execution of this Agreement.
7. Cocoa and Orlando desire to ensure that Cocoa has continued access to the Well Sites and Facilities. Orlando agrees, that in its regulatory capacity, it will require developers of projects within the Annexation Area, to either (i) not impair Cocoa's existing access to the Well Sites and Facilities or (ii) provide comparable access to the Well Sites and Facilities which is deemed reasonably acceptable to Cocoa.

8. In processing applications for permits for the construction of new underground utilities within an Easement or within the portion of Wewahootee Road located within the Annexation Area or future Orlando annexation area, Orlando will, in its regulatory capacity, ensure that such utilities comply with reasonable engineering standards as to separation requirements and related standards that are designed to ensure the continued safe and efficient operation of any Facilities or other existing utilities that are known by Orlando to be located within such area. As-built surveys will be exchanged by Cocoa and Orlando to implement this requirement. And, appropriate safeguards shall not be unreasonably conditioned, delayed or withheld by Orlando when necessary to protect Cocoa's facilities.

Staff recommends approval of the Annexation Agreement.

STRATEGIC PLAN CONNECTION:

Protecting the City of Cocoa's potable water supply and facilities for the purpose of providing reliable water service to Cocoa water customers.

BUDGETARY IMPACT:

When Cocoa utility work is required at the Well Sites and Easement area located within the proposed Annexation Area and future annexation areas, Orlando has agreed to waive permit fees. As a result, there will be a reduction in permit fees incurred by Cocoa for future work performed in the City of Orlando. By comparison, Cocoa is required to pay permit fees when permitted work is performed in unincorporated Orange County. However, the amount of future fee waivers cannot be quantified at this time because it is dependent on future permitted work.

PREVIOUS ACTION:

On April 9, 2024, the City Council authorized the Annexation Petition and Consent Forms.

On April 23, 2024, the City Council extended the time to complete the annexation agreement to no later than second reading of the annexation ordinance by the City of Orlando.

RECOMMENDED MOTION:

Approve Annexation Agreement with the City of Orlando related to Well Sites and water transmission line easements and facilities owned or granted to the City of Cocoa which are located within the proposed and future jurisdictional limits of the City of Orlando.

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CITY OF COCOA/CITY OF ORLANDO
ANNEXATION AGREEMENT

THIS AGREEMENT ("**Agreement**") is made and entered into this _____ day of _____ 2024 by and between the City of Cocoa, a municipal corporation created pursuant to the laws of the State of Florida (**"Cocoa")**, and the City of Orlando, a municipal corporation created pursuant to the laws of the State of Florida (**"Orlando"**). **Cocoa** and **Orlando** may be individually referred to herein as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Cocoa owns ten parcels of land located within unincorporated Orange County, Florida, some or all of which contain raw ground water wells that are used in connection with Cocoa's potable water supply. These parcels, which total approximately 31.9 acres, are listed by tax parcel ID number in **Exhibit "A"** attached hereto and incorporated herein. Cocoa also owns other raw ground water wells located in Orange County and outside of the Annexation Area which is defined below. The wells described in this paragraph may be hereafter individually referred to as a "**Well Site**" and, collectively, as the "**Well Sites**."

B. Cocoa is also the beneficiary of several easements within which it owns and maintains certain raw water transmission facilities (the "**Facilities**") that connect the Well Sites to Cocoa's water treatment facilities lying east of the Well Sites. The easements are non-exclusive and recorded in Official Records Book 1012, Page 198; Book 4268, Page 1042; and Book 4874, Page 1494, of the Public Records of Orange County, Florida (each, an "**Easement**" and, collectively, the "**Easements**").

C. Ten of the Well Sites and part or all of the Easements and Facilities are located within a larger area depicted on **Exhibit "B"** attached hereto and incorporated herein (the "**Annexation Area**"), which is contiguous to the existing boundary of the City of Orlando.

D. All of the owners of the properties that comprise the Annexation Area, including Cocoa in conjunction with its execution of this Agreement, have submitted petitions for the voluntary annexation of the Annexation Area as a unified whole into the City of Orlando.

E. The purpose of this Agreement is to set forth the understandings and agreements of the Parties with respect to the foregoing, and other matters as set forth herein.

AGREEMENT

Accordingly, in consideration of mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Recitals. The above recitations are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All Exhibits to this Agreement are hereby incorporated in and deemed a part hereof.

Section 2. Annexation; Contingency. Cocoa hereby petitions for, and simultaneous with its execution of this Agreement will further document the same by executing and delivering to Orlando its standard form of petition for, the voluntary annexation of all of the Well Sites described in Exhibit "A" into the City of Orlando pursuant to Chapter 171.044, *Florida Statutes* (the "**Annexation Petition**"). Orlando will consider adopting an ordinance in accordance with Chapter 171.044, Florida Statutes, that annexes said Well Sites and all other portions of the Annexation Area as a unified whole into the City of Orlando. Orlando agrees to waive any filing or application fees in connection with the Annexation Petition. All obligations of the Parties pursuant to this Agreement, other than those set forth in this Section 2, are contingent upon the annexation of the Annexation Area into the City of Orlando's jurisdictional boundaries.

Section 3. Protection of the Well Sites, Easements and Facilities within the Annexation Area.

3.1 Cocoa Well Site Protections.

3.1.1. Orlando shall adhere to a zone of protection area of one thousand (1,000) feet in radius from the approximate center point of a well head located within a Well Site that is located within the Annexation Area or future Orlando annexation areas. The first five hundred (500) foot radius closest to the well head shall be a zone of exclusion, where no regulated uses listed in Rule 62-521, F.A.C. will be permitted. Within the secondary zone (the outer five hundred (500) feet), Orlando will restrict new uses that are potential sources of groundwater contamination including: domestic wastewater facilities (septic systems and wastewater treatment facilities), dry cleaning facilities, uses that generate hazardous wastes, industrial wastewater, underground injection wells, petroleum storage tanks, landfills and mining areas.

3.1.2. In addition to paragraph 3.1.1. above, Orlando agrees that, acting in its regulatory capacity, Orlando will, to the extent it has jurisdiction and except as may be required for Cocoa's Well Sites and Facilities or as authorized by the terms of an Easement or an encroachment agreement to which Cocoa is a party, prohibit and not issue any permit for any of the following activities within an Easement or within a one hundred (100) foot radius surrounding the outer boundary of a Well Site: (a) the placement of any buildings, improvements, structures or other obstructions or obstacles, excluding utilities-related and roadway and other access improvements (such as paving, drainage and utilities, which are permitted within such area subject to paragraph 3.6 below); (b) the dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly, unsanitary or offensive materials, including, without limitation, materials deemed to be "Sanitary Hazards" by the Florida Department of Environmental Protection, as defined in Rule 62- 550.200, F.A.C., as amended; (c) the excavation, dredging, or removal of trees, shrubs, or other vegetation, gravel, soil, rock, or other above-ground or below-ground materials, excluding any such activities as may be reasonably necessary for the construction of utilities-related and roadway and other access improvements and excluding activities as may be necessary to comply with applicable conservation area requirements (such as removal of exotic species from wetlands); or (d) the placement of chemical (including petroleum) storage, handling, or production facilities.

3.1.3. To the extent that state or federal law is more stringent and affords greater protection to the Well Sites, Orlando will abide by the more stringent state or federal law in order to afford the most protection to the Well Sites. In its regulatory capacity, Orlando will adopt and maintain a comprehensive plan amendment to incorporate the Well Site Protection requirements set forth in this section 3.1 as an area specific land use policy within the Annexation Area, and such other future annexation areas where Cocoa's well sites are located. The amendment will be adopted in conjunction with, and as a condition of, Orlando's adoption of a

future land use map designation for the Annexation Area. The Well Site protections required by this section 3.1 shall be a condition of any development permit approvals issued by Orlando on any affected properties within the Annexation Area or any other affected properties within Orlando's future annexation areas (if any).

3.2 Development Permit Notices to Cocoa. Orlando will provide Cocoa with copies of all applications for comprehensive plan amendments, rezonings, plats and site plans that are submitted within the Annexation Area or future Orlando annexation areas that affect property located within one thousand (1,000) feet surrounding the outer boundaries of any Well Site, within 30 days of the filling of such application so that Cocoa will have a reasonable opportunity to review and submit comments on said applications. Cocoa shall have the right to submit comments to Orlando in writing, or at any public hearing, regarding the proposed applications, and said comments, if submitted by Cocoa prior to such decision being made, will be considered by Orlando before a decision is made on the application.

3.3 Orlando Notices to Developers. During the development review process, Orlando will, in its regulatory capacity, notify developers of parcels adjoining any Well Site of the requirement to comply with the requirements stated in this Agreement, Florida Administrative Code rules, such as Ch. 62-521, as well as EPA and Water Management District rules, that apply to groundwater protection.

3.4 Fee Waiver. Orlando agrees to waive comprehensive plan amendment, rezoning, building permit, and site plan application fees related to any activity proposed to be conducted by Cocoa within any Well Site or Easement after the date of full execution of this Agreement.

3.5 Cocoa's Continued Access to Well Sites and Facilities. Cocoa and Orlando desire to ensure that Cocoa has continued access to the Well Sites and Facilities. Orlando agrees, that in its regulatory capacity, it will require developers of projects within the Annexation Area, to either (i) not impair Cocoa's existing access to the Well Sites and Facilities or (ii) provide comparable access to the Well Sites and Facilities which is deemed reasonably acceptable to Cocoa.

3.6 Notices to Cocoa Related to New Underground Utilities Affecting Easements, Wewahootee Road, and Well Sites. In processing applications for permits for the construction of new underground utilities within an Easement or within the portion of Wewahootee Road located within the Annexation Area or future Orlando annexation area, Orlando will, in its regulatory capacity, ensure that such utilities comply with reasonable engineering standards as to separation requirements and related standards that are designed to ensure the continued safe and efficient operation of any Facilities or other existing utilities that are known by Orlando to be located within such area. To this end, Cocoa will provide Orlando with a survey that identifies the location of all of its Facilities within the Annexation Area within one hundred twenty (120) days after the full execution of this Agreement. Cocoa will also provide Orlando with an updated survey when new Facilities are added or existing Facilities are relocated. Orlando will further notify Cocoa of the submittal of permit applications for any infrastructure or roadway improvements that affect an Easement, Wewahootee Road, or other property located within a one thousand (1,000) feet from the outer boundaries of any Well Site, within 30 days of Orlando's receipt thereof, so that Cocoa will have a reasonable opportunity, not to exceed 45 days from Cocoa's receipt of said plans, to request appropriate safeguards for purposes of protecting Cocoa's facilities. The Parties agree to negotiate in good faith regarding the terms and conditions of any such safeguards timely requested by Cocoa. Appropriate safeguards shall not be unreasonably conditioned, delayed or withheld by Orlando. To the extent that Orlando permits any other utility company to construct

any utility improvements within an Easement or Wewahootee Road, Orlando will provide Cocoa, or require the other utility to provide Cocoa, with an as-built survey of the improvements that are constructed within the Easement or Wewahootee Road within thirty (30) days of completion. The Parties agree that the following will serve as the point of contact for purposes of complying with this paragraph:

For Cocoa	Utilities Director 351 Shearer Blvd Cocoa, FL 32922
For Orlando	Public Works Director 400 South Orange Ave Orlando, FL 32801

Section 4. Miscellaneous.

4.1 Severability. If any word, phrase, sentence, paragraph or other portion of this Agreement is finally determined by a court of competent jurisdiction to be void or unenforceable then such word, phrase, sentence, paragraph or other portion shall be severed from this Agreement and the balance shall remain in full force and effect to the greatest extent permitted by law.

4.2 Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the Parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

4.3 Counterparts; Copies. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one-in-the-same instrument.

4.4 Governing Law; Venue. This Agreement shall be construed and interpreted according to the laws of the State of Florida. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

4.5 Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit and burden of, the heirs, legal representatives, successors, and assigns of the Parties hereto.

4.6 Notice. Except with respect to paragraph 3.1.5 (which contains notice requirements applicable to that paragraph), any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses:

AS TO ORLANDO:	Mayor, City of Orlando 400 South Orange Avenue Orlando, Florida 32801
COPY TO:	Roy Payne, Esquire Chief Assistant City Attorney 400 South Orange Avenue

Orlando, Florida 32801

AS TO COCOA City Manager, City of Cocoa
65 Stone Street
Cocoa, FL 32922

COPY TO: Anthony Garganese, Esquire
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32801

4.7 Waiver of Jury Trial. Each of the Parties hereby mutually, knowingly, voluntarily and intentionally waives any right it may have to a trial by jury in respect to any and all claims and causes of action of any kind whatsoever including, without limitation, any affirmative defenses, counterclaims, or cross claims, based on this Agreement or arising out of, under, or in connection with this Agreement or any agreement contemplated to be executed in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any Party with respect hereto or thereto whether such claims or causes of action are known or unknown at the time of execution of this Agreement. Furthermore, no Party shall seek to consolidate any action in which a jury trial has been waived with any action in which a jury trial cannot be waived. This waiver is a material inducement for the Parties entering into this Agreement.

4.8 Construction of the Agreement. This Agreement is the result of negotiations among the Parties hereto such that all Parties have contributed substantially and materially to the preparation of this Agreement. Accordingly, this Agreement shall not be construed more strictly against one Party than against another Party or other Parties.

4.9 Captions. The captions for the Sections and subsections contained in this Agreement are solely for the convenience of the Parties and do not, in themselves, have any legal significance.

4.10 Modification. No oral modification of this Agreement shall be binding upon the Parties and any modification must be in writing and signed by the Parties hereto.

4.11 Conflicts. In the event of a conflict between this Agreement and that certain Encroachment Agreement between Cocoa and Orange County, Florida, recorded at Document # 20230453188, in the Public Records of Orange County, Florida, as the same may be amended from time to time and under which Orlando will become a party as successor-in-interest and authorized transferee of Orange County, Florida, upon annexing the Annexation Area or other property described therein (the "Encroachment Agreement"), the Encroachment Agreement shall control to the extent of such conflict.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year below their respective signatures.

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF ORLANDO, FLORIDA

By: _____
_____ City Clerk

"**ORLANDO**"

CITY OF ORLANDO, FLORIDA

By: _____
Mayor / Pro-term

Approved as to form and legality for the use and reliance of the City of Orlando only this _____ day of _____, 2024

By: _____
Asst. City Attorney
City of Orlando Florida

"COCOA"

City of Cocoa, a Florida municipal corporation

By: _____
Michael C. Blake, Mayor

Date: _____

(Official Seal)

ATTEST:

By: _____
Monica Arsenault, City Clerk

Approved as to form and legality for the use and reliance of the City of Cocoa only this _____ day of _____, 2024.

By: _____
Anthony A. Garganese, City Attorney

EXHIBIT A

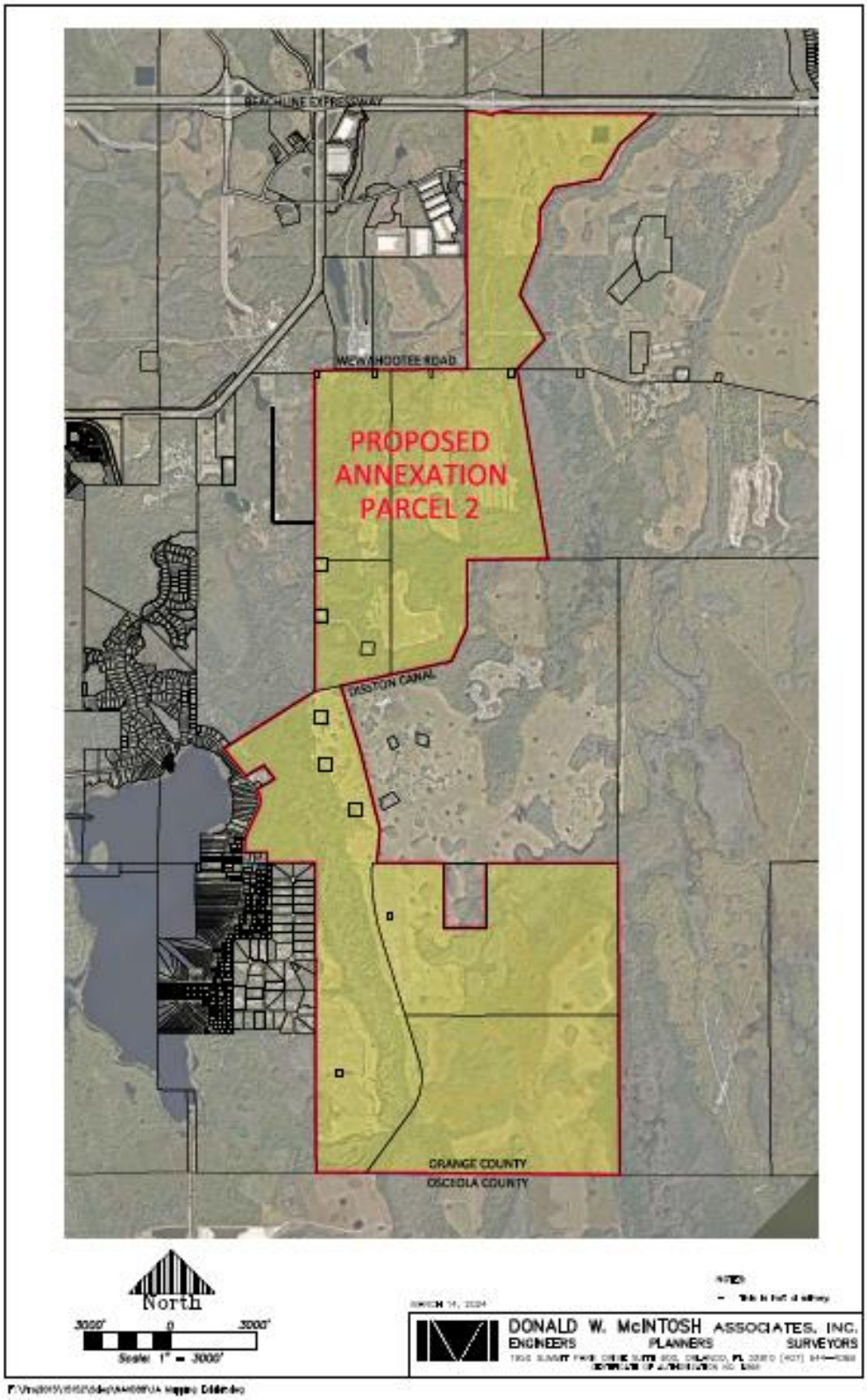
COCOA OWNED RAW WATER WELL PARCELS IN ORANGE COUNTY, FLORIDA

Orange County Property Appraiser Tax Parcel ID#'s

322406000000002 (0.84 acres)
322405000000001 (1.48 acres)
322406000000003 (0.84 acres)
322406000000004 (0.84 acres)
322418000000003 (4.65 acres)
322419000000001 (4.65 acres)
322419000000003 (4.65 acres)
322419000000002 (4.65 acres)
322418000000002 (4.65 acres)
322418000000001 (4.65 acres)

EXHIBIT B

ANNEXATION AREA



Legislation Details (With Text)

File #:	24-268	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/8/2024			**In control:**	City Council
On agenda:	5/14/2024			**Final action:**	
Title:	Approve the grant application of $49,000,000 for the Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant offered by the Federal Railroad Administration (FRA) for the construction of a Cocoa Multi-Modal Station. Authorize the City Manager to sign any documents related to the grant application. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Internal Grant Application - CRISI Brightline Station 2.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 8, 2024
Agenda Date: May 14, 2024
Prepared By: Samantha Senger, Director of Communication and Economic Development
Through: Stockton Whitten, City Manager
Requested Action:
Approve the grant application of $49,000,000 for the Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant offered by the Federal Railroad Administration (FRA) for the construction of a Cocoa Multi-Modal Station. Authorize the City Manager to sign any documents related to the grant application.

BACKGROUND:

Staff is requesting approval to apply for the Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant offered by the Federal Railroad Administration (FRA) for the Cocoa Multi -Modal Station project, which will fund the design and construction of the Brightline station in the City of Cocoa along with the required rail infrastructure to support the station. This grant requires a 25% match from the City. Staff will work with a consultant to assist in preparing the complicated grant application. Staff is also requesting approval for the City Manager to sign any documents related to the grant application, if necessary.

Earlier this year, Cocoa City Council earmarked $5,000,000 ($2.5M FY24 & $2.5M FY25) in economic incentives to support the project which can be used towards the matching component of the grant. The recent commitment of $5,000,000 in tourism development tax money approved by the Brevard County Board of County Commissioners at their May 7, 2024, meeting will also be put towards the match component.

Construction of a Cocoa Multi-Modal Station will be transformative for both the City of Cocoa and all of Brevard County. If awarded this grant, staff will prepare an agenda item to accept the grant and a BAF to provide budget for the grant-funded project.

STRATEGIC PLAN CONNECTION:

Investment in Public Infrastructure: Enhance the City's transportation networks with a Brightline Multi-modal station.
Economic/Community Development: Enable growth through enhanced and modernized infrastructure.

BUDGETARY IMPACT:

The City of Cocoa will allocate a total of $5,000,000 over two fiscal years towards the grant match for this project.

PREVIOUS ACTION:

In 2024, Cocoa City Council approved the allocation of $5,000,000 over two years towards the design and construction of the station.

RECOMMENDED MOTION:

Approve the grant application of $49,000,000 for the Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant offered by the Federal Railroad Administration (FRA) for the construction of a Cocoa Multi-Modal Station. Authorize the City Manager to sign any documents related to the grant application.

INTERNAL GRANT APPLICATION FORM

Completed and Signed Copy of this Form **Must Be Attached** to all Grant Agenda Items

DEPARTMENT: Communications and Economic Development	**DIVISION:** Economic Development
POINT OF CONTACT: Connor Williams	**PROJECT MANAGER:** Samantha Senger
NAME OF GRANT: Consolidated Rail Infrastructure and Safety Improvements Program	
Assistance Listing#/CFSA#: 20.325	**FUNDING AGENCY:** Federal Railroad Administration (FRA)
AMOUNT REQUESTED: $ $49,000,000	**GRANT DUE DATE:** 05/28/2024

PROJECT DESCRIPTION:

The City is seeking funds for the "Cocoa Multimodal Station" project, which will fund the construction of the Brightline Station at 2800 Clearlake Blvd (28°23'51.4"N 80°45'07.1"W) and accompanying rail infrastructure, with the full scope of the project totaling $60 million.
The City will be acting as the primary applicant, with the Space Coast Transportation Planning Organization acting as a subapplicant, and Brightline designated as a subrecipient.

MATCH REQUIRED: Yes **(IF YES, HOW MUCH :) $** 5,000,000	**TARGET DATE TO COUNCIL:** 05/14/2024
REIMBURSEMENT GRANT: Yes	**REIMBURSEMENT SCHEDULE:** As desired

WHAT ARE THE REPORTING REQUIREMENTS?

Quarterly reports.

FUTURE REQUIREMENTS TO CONSIDER:

Finance may need to oversee the whole of the requested funds, as well as all of the matching funds provided by the subapplicant and subrecipient.

Samantha Senger — Digitally signed by Samantha Senger Date: 2024.05.08 12:35:18 -04'00'
Department Director

Connor Williams — Digitally signed by Connor Williams Date: 2024.05.08 12:41:27 -04'00'
Grants Administrator

Lora Howell — Digitally signed by Lora Howell Date: 2024.05.08 13:57:30 -04'00'
Deputy Finance Director

Rebecca Bowman — Digitally signed by Rebecca Bowman Date: 2024.05.08 15:29:13 -04'00'
Finance Director

City Manager

Legislation Details (With Text)

File #:	24-264	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/8/2024			**In control:**	City Council
On agenda:	5/14/2024			**Final action:**	
Title:	Bi-weekly Report from April 19 - May 9, 2024. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Council bi-weekly report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 8, 2024
Agenda Date: May 14, 2024
Prepared By: Lori Chabot, Recording Secretary
Through: Stockton Whitten, City Manager
Requested Action:
Bi-weekly Report from April 19 - May 9, 2024

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Bi-weekly Report from April 19 - May 9, 2024

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Office of the City Manager
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8660

To: Mayor and City Council Members

From: Stockton Whitten, City Manager

Date: April 19 – May 9, 2024

Subject: Council Update Report

This report is intended to serve as a departmental update to City Council. While not all inclusive, it should provide you with an idea of key activities departmental staff are involved in. If you have any questions on any of the items, please feel free to contact me.

Administrative Services

- Records request stats: 23 received/ 18 closed out - $274.13 collected in fees
- Employment opportunities link: https://www.governmentjobs.com/careers/cocoafl
- New employees
  - Javon Forsett – Utility Field Service Representative, Finance/Utilities Support Services, April 29, 2024
  - Anthony Session – Utility Field Service Representative, Finance/Utilities Support Services, April 29, 2024
  - Terry Suggs – Facilities Attendant, Growth & Economic Development/Leisure Services, April 29, 2024
- Recent promotions
  - Christopher Horn – Supervisor II Field Operations, Utilities/Water Field Operations, April 29, 2024
- Key retirements
  - N/A

Communication and Economic Development

- Media Stories:
  - Brevard County commissioners to vote on Brightline station in Cocoa

    - Brevard commissioners to discuss a potential Brightline station in Cocoa
    - Brevard County is so close to getting its own Brightline train station
    - Cocoa business owners eager for proposed Brightline stop
    - State Rep. Tyler Sirois excited about Brightline station in Cocoa despite 'work to do'
    - How Commissioner Steele, Cocoa aim to get money for Brightline station
    - Brightline train station could bring economic boost to Cocoa, Brevard
    - Board supports $5M Brevard tourism grant for Brightline station in Cocoa
    - Leaders OKs funding for next step in Cocoa Brightline station
    - Cocoa Police Welcomes K9 'Hasko' as Latest Addition to the Department
    - First funding approved for Cocoa Brightline Station
    - Steele proposes $5M Brevard tourism grant for Brightline Cocoa station
    - Brevard County approves millions for a future Brightline Cocoa station
    - Cocoa Police Commander Pat Doval Completes Northwestern University Center for Public Safety Training Course
    - Brevard County commissioners approve grant for Brightline station in Cocoa
    - Cocoa police officers rescue toddler from near drowning at apartment complex
    - Cocoa Police Officers Help Save Two-Year-Old Boy After Near Drowning
    - Cocoa Police Spotlight Community Hero Delores McLaughlin for Pioneering Youth Intervention Programs
    - Officials reveal strategy used to seek grants to build Brightline train station in Cocoa
- New News Releases:
- Upcoming Events:
    - May 14, 2024: Hurricane Preparedness Expo
- Social media/e-newsletter statistics
    - Facebook
        - Post reach: 30,620
        - Post engagement: 1,778
        - Followers: 15,521
    - Twitter
        - Impressions: 1,869
        - Followers: 3,383
    - LinkedIn
        - Post impressions: 810
        - Followers: 1,187
    - NextDoor
        - Impressions: 1,902
        - Members: 5,095
    - April e-newsletter (Sent 4/5/24)
        - Sent to 681 contacts
        - 52% open rate (average open rate for e-mail marketing in 2022 is 17%)
    - May e-newsletter (Sent 5/6/24)
        - Sent to 685 contacts
        - 49% open rate (average open rate for e-mail marketing in 2022 is 17%)

- Next printed FYI Newsletter mails July 1, 2024.
- Upcoming special events at Leisure Services facilities:
  - **The Preclampsia Foundation presents the Space Coast Promise Walk**
    - May 18, 2024, 7-10am
    - Cocoa Village and Riverfront Park
  - **19th Annual City of Cocoa Memorial Day Tribute Event and Parade**
    - May 27, 2024, 4-7pm
    - Riverfront Park and Cocoa Village

Community Services – update 4/18/2024

- **New businesses –March 2024**

Commercial Business Name / DBA	Physical Address	# FT Employees	# Pt Employees	Council District	Description
Tire Distributors Xperts,LLC Tireco Distributors	101 St. Johns Street, 32922	10	0	1	Wholesale Tire Sales only
Matthews Hope DBA Matthews Hope Chest	830 Forrest Ave, 32922	2	0	2	Thrift Store Clothes & furniture & Donations
Groovy and Glam Childrens Salon	313 Brevard Ave # 5, 32922	1	0	1	Childrens Hair Salon
Home Business BTR	**Physical Address**	**# FT Employees**	**# PT Employees**	**Council District**	**Description**
Olivia Sales Photography	719 Aurora Street, 32922	0	0	1	Traveling Photographer & On Site PhotoShoots
Luis A Leon Lawncare & Landscaping	2024 Rollins Drive, 32922	0	0	4	Lawncare & landscape Business

April 1-18 building inspections – 183

April 1-18 building permits issued – 65

Finance

- The annual financial audit has been completed and there were no audit comments.
- Selections for the Cocoa CRA & Diamond Square CRA master plan updates were made and recommendation went to the Boards for approval at their April meetings.
- Presentations for 603 Brevard were held. Recommendation to the Cocoa CRA will be made at their next meeting.
- CIP module for the FY25 budget closed.
- Staff is doing preliminary work on the FY25 budget.
- 90,422 utility bills were generated for the month of March.
- 8,011 work requests were completed by Utility Support Services staff for the month of March.

Fire Department

- FireBlast training trailer remains at PRIDE getting body work done expected to be delivered in June 2024.
- April calls for service 510 (68% EMS, 32% Fire Related)
- Recruit Firefighters to graduate from Fire School (EFSC) May 29th,2024.
- Multiple Public Relations events attended by crews.
- New Engine 31 Housing Ceremony 4/5/2024 at Fire Station 1.
- Continued increase in call volume and multiple units down for repairs.
- New Brush truck to arrive in June.
- Department fully staffed waiting for the graduation of the High School graduates to add to staffing as fulltime employees.
- Crews worked several special events in downtown Cocoa Village over the last month with several more on the calendar.
- Working with PD and IT for much needed upgrades for the Unified Command Post. Outdated equipment and technology not functioning in the unit.
- Welcome to the new Administrative Coordinator Tiffany Bonadio to Cocoa Fire Rescue Department.
- Hurricane Preparedness Expo at City Hall on May 14th.

Information Technology

- Project updates/highlights
  - PD Server hardware successfully upgraded
  - ITB for replacement Storage Area Network (SAN) closed and bids were opened
  - EFSC intern has begun in IT
- Helpdesk stats as of 9/8/2022
  - 86 open helpdesk tickets

- 479 new tickets opened in last 30 days
- 462 tickets closed/resolved in last 30 days
- 4844 tickets opened in last 365 days

Police Department Updated 4/18/24

- Activity/Event highlights
  - Officer Swear in 4/8
  - Officer of the year Banquet 4/17
  - SWAT training in Orlando w/Brightline 4/9
  - Accreditation Formal Onsite Assessment 4/16-18
- New project/training updates
- Chief's walk highlights
  - None
- Community engagement highlights/events
  - Cooper Book signing 4/12-13
- Call stats-Crime Stats: January 1, 2024- April 14, 2024 (For comparison purposes January 1, 2023-April 14, 2023, data is also included)
  - Property Crimes Offenses have decreased by 11%.
  - Violent Crime Offenses decreased by 16%
  - Overall, crime offenses have decreased by 12%.
  - Calls for Service decreased 9% (22,131 in 2023 compared to 20,173 in 2024)
- Code Enforcement stats/highlights/Activity:

Active Cases	377
Complied Cases	193
Code Board Cases scheduled for	24
Snipe Signs Pulled	250

Highlights:

- Working on Outstanding Business Tax Receipts.
- Working on increased lien reduction requests as a result of compliance being achieved and PD Assist calls – public health/safety.
- Working to resolve Hot Topics: Homeless camps & blighted vacant lots on US-1 & Bracco Pond & zoning violations.

Other Mentions:

Public Works

- Major project updates
  - Fiske and Broadmoor Acres – Under Construction; Groundbreaking Event to be held on Tuesday, February 6th at Carl Anderson Park at 9:00 am.
  - Parks Projects
    - Provost – In progress
    - Don Stradley Memorial Park- In progress
- Work order stats (received/closed)
  - 86 received
  - 80 closed
  - Residential Bulk Green Waste Requests: 61
- Projects of interest managed by other agencies (FDOT, County, Brightline, etc.)
  - FDOT
    - SR 524 PD&E Study (437983-1) – In Progress
    - SR 501 Safety Project (447085-1) – Under Construction
    - SR 528 Widening and Reconstruction (407402-3) – In Design
    - SR 520 Safety Project Cox to Aurora (445689-1) - In Design
    - SR 520 Safety Project Aurora to Causeway (442885-1) - Under Construction
  - Brightline/FEC
    - Brightline formally launched a Request for Proposals (RFP) for a new station planned for the Treasure Coast of Florida. Brightline will announce the site in the first quarter of 2024.

Utilities

- Capital Project Updates: https://www.cocoafl.org/1660/Utilities-Capital-Improvement-Projects
- Operations – February
  - WFO Issued Work Orders – 1,589
  - WFO Completed Work Orders – 1,223
  - Hydrants Flushed – 144
  - Valves Exercised – 436
  - Utility Locate Requests – 2,395
  - SFO Issued Work Orders – 181
  - SFO Completed Work Orders – 137