City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Wednesday, April 22, 2020

10:00 AM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 20-216 Approve the Agenda for the Regular meeting of April 22, 2020, as presented or with amendments.

Attachments: 04-22-2020 Short Agenda ADA-1.pdf

MINUTES:

II.2(a) 20-211 Approve the Minutes of the Special City Council meeting of March 17, 2020, as written or with amendments.

Attachments: 03-17-2020 Final Draft.pdf

II.2(b) 20-223 Approve the Minutes for the Regular City Council Meeting of March 25, 2020, as written or with amendments.

Attachments: 03-25-2020 Minutes ADA.pdf
Exhibit A-Riggs Email-Report to be read tonight for Sustainability Advisory Com
Exhibit B-E Comment from C. Rogers.pdf
Exhibit C-J. Riggs email re RUSH Marine item.pdf

III. AWARDS AND PRESENTATIONS:

IV. DELEGATIONS:

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

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

V. REPORTS:

VI. CONSENT AGENDA:

VII. PUBLIC HEARINGS:

VIII. COUNCIL BUSINESS:

VIII.1 20-212 Seek Council direction on the temporary waiver of building permit fees related to the installation of solar photovoltaic and thermal systems previously approved by City Council. (Community Services Director)

VIII.2 20-221 Pursuant to the Interlocal Agreement between the City of Cocoa and Brevard County regarding the Diamond Square CRA, recognize and approve Mr. Larry J. Brown as the Board of County Commissioner's designee and authorized representative to serve on the reconstituted Diamond Square CRA. (Administrative Services Director)

Attachments: 04_14_2020 Application.pdf
Email FW_ Diamond Square CRA Agenda for March 16, 2020.pd.pdf
Larry Brown - Diamond Square Appointment Sheet.pdf
Recorded _ Diamond Square Interlocal Agreement CRA with Brevard County.pd

VIII.3 20-222 City Council consideration of promoting Interim City Manager to City Manager position. If necessary, approval of Agreement between the City of Cocoa and the Mercer Group, Inc. as the executive search firm for the City Manager search. Approval of Budget Resolution Number 2020-139 amending the Fiscal Year 2020 Budget and the attached Budget Adjustment Form #20-062-T transferring budget to the City Manager's operating account from General Fund Contingency. (Administrative Services Director)

Attachments: Mercer Cocoa, FL Proposal March 2020.pdf
Budget Resolution FY 2020.docx
BAF 20-062-T -AS-City Manager Recruitment (4-22-20)~Agenda 20-222.pdf
Mercer Group Recruiting Agreement.pdf

VIII.4 20-229 Seek Council direction on an inquiry to assist the small businesses and non-profit agencies renting space (with rental fees in excess of $1) at the Porcher House and Civic Center during the COVID-19 pandemic. (Assistant to the City Manager/Public Relations Specialist)

IX. CITY BUSINESS:

IX.1 20-207 To Approve a Resolution amending and updating the Utility Handbook with a supplement policy for temporary changes in existing policy related to the COVID-19 response. (Finance Director)

Attachments: 1002.0 - Utility Handbook COVID-19 Response.pdf
Utility Handbook Resolution 2020-141.docx

IX.2 20-230 Approve a Resolution to Commit Funds in the General Fund Balance to Increase the Stabilization Reserve for Fiscal Year 2020. (Finance Director)

Attachments: Resolution FOM Stabilization Reserve Change April 22 2020.doc

MULTI-YEAR CONTRACTS:

IX.3 20-172 Approve City Staff's recommendation for award of RFP# P-20-09-COC, Insurance Broker Services - Employee Benefits to Gehring Group Inc., for the City of Cocoa. Authorize the City Manager to negotiate and execute an attorney approved multi-year contract commencing on May 1, 2020 to April 30, 2023, with two optional performance based annual renewals. (Administrative Services Director)

Attachments: Public Ad_Invitation to Bid.pdf
P-20-09-COC Master Evaluation Worksheet.pdf
RFP P-20-09-COC_Insurance Broker Services_Employee Benefits.pdf
Gehring Group Agreement CLEAN-ADA.pdf

IX.4 20-209 Approve a Resolution Amending the FY2020 Budget, accepting a Multi-Year Grant award from the Florida Department of Agriculture and Consumer Services through the Florida Forest Service, and also provide the funding for the City's Revenue Match, Budget Amendment Form # 20-060-A. (Public Works Director)

Attachments: Managing Urban Forests Grant Award Package.pdf
Terms of Managing Urban Forests Grant.pdf
Budget Resolution FY 2020.docx
BAF 20-060-A -PW-Forestry Grant Amendment (4-22-20)~ Agenda 20-209.pdf

X. INFORMATIONAL AGENDA:

X.1 20-205 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 03/31/2020.

Attachments: PO Monthy Report to City Council 10.01.19 thru 03.31.20.pdf

X.2 20-213 FY 2020 Budget Adjustment Report. (Finance Director)

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

X.3 20-214 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)

Attachments: March 2020 Contingency Report.pdf

X.4 20-215 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: Budget Classification Report March 2020.pdf

X.5 20-218 Cocoa Police Department District Event Statistics for the months of January and February, 2020. (Chief of Police)

Attachments: Feb 2020 Council Report by District .pdf
Jan 2020 Council Report by District .pdf

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

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

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

Legislation Details (With Text)

File #:	20-216	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	4/8/2020			**In control:**	City Council
On agenda:	4/22/2020			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of April 22, 2020, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-22-2020 Short Agenda ADA-1.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2020
Agenda Date: April 22, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of April 22, 2020, as presented or with amendments

BACKGROUND:

The City Council approves the agenda for said meeting at the beginning of such meetings.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of April 22, 2020, as presented or with amendments

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: April 22, 2020
Time: 10 a.m.
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 April 8, 2020 (20-216)

2. Minutes: (a) Special Meeting of March 17, 2020 (20-211)
(b) Regular Meeting of March 25, 2020 (20-223)

III. Awards and Presentations:

None.

IV. Delegations:

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

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

V. Reports:

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

VI. Consent Agenda:

None.

VII. Public Hearings:

None.

VIII. Council Business:

1. Seek Council direction on the temporary waiver of building permit fees related to the installation of solar photovoltaic and thermal systems previously approved by City Council. (20-212). (Community Services Director)

2. Pursuant to the Interlocal Agreement between the City of Cocoa and Brevard County regarding the Diamond Square CRA, recognize and approve Mr. Larry J. Brown as the Board of County Commissioner's designee and authorized representative to serve on the reconstituted Diamond Square CRA. (20-221). (Administrative Services Director)

3. City Council consideration of promoting Interim City Manager to City Manager position. If necessary, approval of Agreement between the City of Cocoa and the Mercer Group, Inc. as the executive search firm for the City Manager search. Approval of Budget Resolution Number 2020-139 amending the Fiscal Year 2020 Budget and the attached Budget Adjustment Form #20-062-T transferring budget to the City Manager's operating account from General Fund Contingency. (20-222). (Administrative Services Director)

4. Seek Council direction on an inquiry to assist the small businesses and non-profit agencies renting space (with rental fees in excess of $1) at the Porcher House and Civic Center during the COVID-19 pandemic. (20-229). (Interim City Manager)

IX. City Business:

1. Approve a Resolution amending and updating the Utility Handbook with a supplement policy for temporary changes in existing policy related to the COVID-19 response. (20-207). (Finance Director)

2. Approve a Resolution to Commit Funds in the General Fund Balance to Increase the Stabilization Reserve for Fiscal Year 2020. (20-230). (Finance Director)

Multi-Year Contracts:

3. Approve City Staff's recommendation for award of RFP# P-20-09-COC, Insurance Broker Services - Employee Benefits to Gehring Group Inc., for the City of Cocoa. Authorize the City Manager to negotiate and execute an attorney approved multi-year contract commencing on May 1, 2020 to April 30, 2023, with two optional performance based annual renewals. (20-172). (Administrative Services Director)

4. Approve a Resolution Amending the FY2020 Budget, accepting a Multi-Year Grant award from the Florida Department of Agriculture and Consumer Services through the Florida Forest Service, and also provide the funding for the City's Revenue Match, Budget Amendment Form # 20-060-A. (20-209). (Public Works Director)

X. Informational Agenda:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 03/31/2020. (20-205). (Finance Director)

2. FY 2020 Budget Adjustment Report. (20-213). (Finance Director)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (20-214). (Finance Director)

4. Data showing the relation between the estimated and actual income and expenses to date. (20-215). (Finance Director)

5. Cocoa Police Department District Event Statistics for the months of January and February, 2020. (20-218). (Chief of Police)

XI. Adjournment:

XII. Notice To The Public:

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Legislation Details (With Text)

File #:	20-211	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	4/7/2020			**In control:**	City Council
On agenda:	4/22/2020			**Final action:**	
Title:	Approve the Minutes of the Special City Council meeting of March 17, 2020, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	03-17-2020 Final Draft.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 7, 2020
Agenda Date: April 22, 2020
Prepared By: Monica Arsenault, Assistant City Clerk
Through:
Requested Action:
Approve the Minutes of the Special City Council meeting of March 17, 2020, as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

City Council approves all minutes following transcription.

RECOMMENDED MOTION:

Approve the Minutes of the Special City Council meeting of March 17, 2020, as written or with amendments.

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Minutes
City of Cocoa
Special Meeting of The City Council
March 17, 2020

A Special City Council Meeting was held on Wednesday, March 17, 2020, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I.Opening Matters:

Mayor Williams called the meeting to order at 4:05 p.m.

Chief Lamm provided the invocation and Councilmember Koss led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Jake Williams, Jr.	Mayor
	James Goins	Deputy Mayor
	Don Boisvert	Councilmember
	Lorraine Koss	Councilmember
	Brenda Warner	Councilmember
	Anthony Garganese	City Attorney
	John A. Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Monica Arsenault	Assistant City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Nancy Bunt, Community Services Director; Michael Cantaloupe, Chief of Police; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Samantha Senger, Assistant to the City Manager/PR Specialist; Leshawn Hinton, Helpdesk Support Tech; and Dodie Selig, Planning and Zoning Manager.

II. Meeting Topics

1. Coronavirus Discussion

City Manager Titkanich provided an update regarding COVID-19 and shared that on Saturday, March 14, 2020 Brevard County issued a State of Emergency which they have indicated covers both corporated and unincorporated areas of the County. Word was also received prior to this meeting that Florida Department of Emergency Management (DEM) announced that an event number has been assigned which will be used for the purposes of processing items through FEMA.

He noted that the top priority is the health and safety of the City's employees and its citizens. The City has set up sanitation stations and is working to keeping services available.

City Manager Titkanich provided stats on Florida's Coronavirus, and pointed out that there is one presumptive positive case in Florida. He added that if anyone experiences the symptoms of respiratory illness they should use telehealth or contact their physician. Furthermore, based on the phone screening, you may be advised to call the Florida Department of Health for purposes of testing. City Manager Titkanich shared that Brevard County Department of Health's number is 321-454-7101 or United Way can be reached at 2-1-1 which connects to the EOC.

Additionally, the IT Department is continuing to test telecommuting for employees. Staff has established a plan for leave of absences which is subject to change. For individual COVID-19 cases, employees will use accrued sick leave first, then their city day, followed by vacation time. The city will advance employees who do not have the time two weeks or ten days, a maximum of eighty hours. Requests for telecommuting work are being reviewed on a case by case basis. City Manager Titkanich noted that by the end of today or tomorrow further information will be distributed to directors.

He pointed out that in order to further protect staff and citizens employees have been asked to take responsibility for their own trash so custodial staff can reduce the amount of time spent in a city facility and spend more time sanitizing high traffic areas. Certain city facilities will allow limited access to the public and staff will coordinate with delivery vendors. City Manager Titkanich explained that virtual meetings are being encouraged, specifically with the City's consultants. IT is encouraging the use of Microsoft Office 360.

He pointed out that travel has been cancelled through May 13th by the City Manager for staff and council but this could also change. Per the CDC, it is recommended that mass gatherings of fifty or more people be cancelled as well as gatherings of ten or more for people sixty-five or older or those with under-lying health issues.

City Manager Titkanich mentioned a list of events that have either been cancelled or postponed due to the Coronavirus. He explained that staff is seeking approval to refund deposit fees for private events booked through city facilities.

* **MOTION by Councilmember Warner; Seconded by Councilmember Koss, to approve the cancellations of mass gatherings following CDC recommended guidelines and all city facilities to refund any deposits and monies paid by individuals for private events unless they choose to postpone.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Staci Hawkins-Smith, Cocoa Village Playhouse, shared she had been in touch with City Manager Titkanich before the weekend. The situation we are in is a worldwide disaster and she sent a detailed report to City Manager Titkanich with the precautions they are taking at the Playhouse.

She mentioned that this is something they have never experienced before and she wants the council to understand that if they do move forward with these cancellations the Playhouse may come back to ask council for financial assistance. She explained that the Playhouse relies solely on ticket sales to support their organization. Their board has not made any formal decisions as to what will be brought before council as they are following what the city recommends as they are a city owned building.

Should they have to stop production, they will need to seek permission from the royalty houses to postpone and move their entire season. She added that they could continue rehearsals to prepare not knowing what the dates will be. They are not putting this above wellness she just wants the Council to be aware that they may need financial assistance. She shared stats on the amount of money made monthly by the Playhouse.

City Manager Titkanich discussed nonessential public meetings. He pointed out that some cities, such as Bonita Springs, are broadcasting live and they have an email address where citizens can email questions for the Council to address at the meeting. He noted that he is seeking direction from the Council on cancelling meetings such as townhalls, board meetings, etc.

Councilmember Warner noted that she feels Planning and Zoning and Board of Adjustment could still be held as long as CDC guidelines were followed as she would hate for someone to have to wait months for the boards to meet in order to

have an agreement approved if they are waiting on a project. This could be reviewed on a case by case basis.

Mayor Williams pointed out that he doesn't want to risk the liability.

Councilmember Koss thought virtual meetings might be a good option to consider.

City Attorney Garganese explained that there have been talks with the governor to soften the Sunshine Law to hold teleconferences, however under Attorney General's law a physical quorum must be present to conduct a meeting. He explained that while some board members and interested parties may attend, there are others who may have a vested interest in an item as well but may be quarantined with no way to participate. They are waiting to see what direction is given in regard to the softening of the Sunshine Law.

Assistant City Manager Fuhrer added that staff will continue looking into virtual meetings.

Councilmember Koss noted the importance of social distancing and doing your part to curve the Coronavirus. She feels we should cancel the council meeting on March 25th to send a message to everyone about the importance of social distancing and then re-evaluate the situation after that.

Cocoa Beach has put measures in place to follow social distancing guidelines such as only allowing thirty-five people in chambers at a time, six feet apart, or allowing the public to watch from outside, or even allowing staff members who do not have items to either go home or monitor the meeting from their office.

City Manager Titkanich shared that bars and nightclubs are to close today beginning at 5pm and close for the next thirty days. It has been recommended that restaurants only utilize fifty percent of their seating capacity in dining areas, with tables six feet apart. They are also encouraged to provide take-out and delivery services.

City Manager Titkanich pointed out that the City is implementing a non-shut off policy for utility services.

Councilmember Koss asked if the City has the power to stop evictions. In response, City Manager Titkanich stated that the City does not have that power.

Additionally, Councilmember Koss asked about five minute parking zones for takeout restaurants. In response, City Manager Titkanich stated that staff is looking into it.

City Manager Titkanich mentioned that IT has ordered additional chrome books for telecommuting.

Councilmember Warner inquired about non-payment and suspension of late fees for water customers. She asked if the City will be implementing this immediately for customers within the city first and then speaking with other cities we service to see how they want to handle it? In response, Ms. Bowman explained that staff is waiting to move forward until they are able to talk to other cities because when this is done it would need to be all encompassing as there is no ability to distinguish inside/outside residents.

Councilmember Warner clarified that there is a consensus to cancel public meetings such as committee and board meetings for the next two weeks but to leave the March 25th Council meeting on the calendar for now. Additionally, in two weeks staff will re-evaluate the virus situation before deciding whether or not additional meetings need to be cancelled.

* **Consensus to cancel public meetings such as committee and board meetings for the next two weeks but to leave the March 25th Council meeting on the calendar for now.**

Mayor Williams asked about quarantine shelters for the homeless. In response, City Manager TItkanich noted that Chief Lamm can raise that issue at the EOC meeting tomorrow at 1pm.

Deputy Mayor Goins asked if the water in the sanitizing stations is recycled water. In response, Mr. Smith explained that it is not and there are two tanks.

Deputy Mayor Goins stated several schools in Brevard are giving out food during the school closures to those who need it. Emma Jewel is giving food out to the community and asked if the City could assist them with food. He explained that they put out a request for reimbursement but haven't heard anything back yet. If they are denied they will not be reimbursed and they are providing both breakfast and lunch which can be costly.

Councilmember Warner elaborated further and pointed out that Cambridge Elementary will actually be the location where the food will be distributed. They are also looking for volunteers to deliver food as some families don't have a form of transportation. A SCAT bus run may also be an option.

Mayor Williams shared that he had received some information from Mr. Cole prior to the meeting. He stated that in an effort to support our scholars, Emma Jewel will be offering hot lunches daily from 11am-1pm starting Monday, March 23rd through

Friday March 27th. In order to maximize social distancing, meals will be delivered to the vehicles that pull through the car loop.

Dave Brubaker, Brevard Sharing Center, is serving to-go meals. Extra meals will be given to families with children. Over one hundred fifty meals were given today and they will keep their doors open while following CDC recommendations.

2. Transition of City Manager

City Manager Titkanich pointed out that the City has been very busy, as we are in the process of recruiting a police chief, COVID-19 is going on, there are plan reviews and projects moving forward, and the beginning of budget workshop season approaching. Council has been provided a mutual agreement where City Manager Titkanich would forgo the ninety-day process.

City Attorney Garganese explained that this is a mutual separation agreement and the Council would terminate City Manager Titkanich's agreement effective today.

City Manager Titkanich explained he understands the need for a quick and smooth transition and is not opposed to the agreement. He has enjoyed working with the Council and staff. His recommendation is for Council to approve the agreement and appoint Assistant City Manager Fuhrer the Interim City Manager. Executive search quotes have been provided by Ms. Gemmati to help with the search of a new city manager.

City Attorney Garganese added that this is a standard agreement that has been used in the past.

Deputy Mayor Goins asked for clarification in regard to paragraph eight.

* **MOTION by Councilmember Warner; Seconded by Councilmember Boisvert, to accept the termination agreement, to appoint Matt Fuhrer the Interim City Manager, to direct the City Attorney to work on an agreement with Mr. Fuhrer to bring back to Council for their approval and to direct HR to bring back information to Council that they will need in order to move forward with the selection of a new City Manager.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Interim City Manager Fuhrer pointed out that there is a seven-day revocation period and three days after that the City needs to complete the pay out in accordance with Section 6 which may not be enough time to process the funds.

Authorization is needed by Council for staff to complete this. He added that this information will be provided to Council.

Ms. Gemmati mentioned that she spoke with an executive search firm today who advised that the Coronavirus may impact the ability to get the ball moving.

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to approve a budget amendment to take money out of fund balance to provide funding for the City Manager's payout.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

IV. Adjournment:

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to adjourn the Special meeting of March 17, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 5:20 p.m.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

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

Legislation Details (With Text)

File #:	20-223	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	4/14/2020			**In control:**	City Council
On agenda:	4/22/2020			**Final action:**	
Title:	Approve the Minutes for the Regular City Council Meeting of March 25, 2020, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	03-25-2020 Minutes ADA.pdf Exhibit A-Riggs Email-Report to be read tonight for Sustainability Advisory Committee.pdf Exhibit B-E Comment from C. Rogers.pdf Exhibit C-J. Riggs email re RUSH Marine item.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 14, 2020
Agenda Date: April 22, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular City Council Meeting of March 25, 2020, as written or with amendments

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Approve the Minutes for the Regular City Council Meeting of March 25, 2020, as written or with amendments

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MINUTES
City of Cocoa
Regular Meeting of The City Council

March 25, 2020

A Regular City Council Meeting was held on Wednesday, March 25, 2020, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Williams called the meeting to order at 6:00 p.m.

Chief Lamm provided the invocation and Councilmember Warner led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Jake Williams, Jr.	Mayor
	James Goins	Deputy Mayor
	Lorraine Koss	Councilmember
	Brenda Warner	Councilmember
	Anthony Garganese	City Attorney
	Matt Fuhrer	Interim City Manager
	Carie Shealy	City Clerk
ABSENT:	Don Boisvert	Councilmember

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Michael Cantaloupe, Chief of Police; Jonathan Lamm, Fire Chief; Samantha Senger, Public Relations Specialist/Assistant to the City Manager; and Jason McCuen, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of March 25, 2020 (20-176)

2. Minutes: (a) Regular Meeting of January 22, 2020 (20-161)
(b) Special Meeting of February 26, 2020 (20-177)

It was requested that the Agenda for the Regular meeting of March 25, 2020 be amended to remove the Delegations portion of the agenda.

* **MOTION by Councilmember Warner; Seconded by Deputy Mayor Goins, to approve the Agenda as amended for the Regular meeting of March 25, 2020.**

AYES: WILLIAMS, GOINS, KOSS, WARNER

THE MOTION CARRIED UNANIMOUSLY (4-0)

* **MOTION by Councilmember Koss to approve the Minutes for the Regular meeting of January 22, 2020 as written and to approve the Minutes of the Regular meeting of February 26, 2020 with the following amendments:**

- **Page 14, paragraph 4, should state: *They could look into salary comparison. We know we have competitive salaries with other municipalities, but we have not looked into private sector salaries.***
- **Page 15, paragraph 2, there is a typo that says /1 and should say "survey" instead of "country"**

The motion was seconded by Deputy Mayor Goins.

AYES: WILLIAMS, GOINS, KOSS, WARNER

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. Awards and Presentations:

None.

IV. Delegations:

None.

V. Reports:

Ms. Senger advised that there was a report received from Ms. Jennifer Riggs, who is the Chair of the Sustainability Advisory Committee. She read it into the record.[1]

[1] EXHIBIT A: Email received from Ms. Jennifer Riggs

Chief Lamm provided an update on the EOC and noted that he had been attending meetings regarding COVID-19. He has been very busy but is hearing a lot of good information. He informed Council that a request has been put in through the State for necessary supplies for first responders. Items are low and many are on back order, but they are doing the best they can. When supplies are received they are split between fire and police.

He stressed the importance of social distancing. He further mentioned that the issue of homelessness was discussed and assured Council that they are working with the Brevard Homeless Coalition on this.

Currently, there are eleven confirmed cases in Brevard County. One is here in Cocoa. As tests become available, the more information we will know. Staff is very aware of the situation.

Mayor Williams announced that the governor is urging the use of local vendors. In response, Chief Lamm assured him that they were trying and that they were going to places to find equipment that they would not normally go to. He pointed out that the fabrication business behind the old Fire Station # 1 had a box of masks that they donated. They would not take any money for them. He expressed his great appreciation for that gesture.

Chief Cantaloupe mentioned that the police department has been handing out flyers in the community. One is in regards to restaurants and what they can and cannot do during these closures. The other handout provides information on social distancing. He shared that they have spoken with people in all parks, including Provost Park, and they were receptive to the fact and were aware of what was going on.

Councilmember Warner asked if bathrooms were open. Chief Cantaloupe noted that they had spoken with someone at Parks and Recreation to make sure they were open and to ensure that soap was provided. He pointed out that a flyer has been posted on all doors to bathrooms that could be utilized.

Deputy Mayor Goins mentioned that most of the soap dispensers at Provost do not work and some probably need to be replaced. He asked if the number of positive cases increased if parks would be closed. In response, Chief Cantaloupe advised that they have had discussions with the Sheriff and other Chiefs and while you want people to do the right thing, it is hard to tell people to stay home.

Councilmember Koss agreed and believes that because of this, we will have a better appreciation for the outdoors.

Chief Cantaloupe added that these handouts would be provided in Spanish as well.

Ms. Gemmati advised that she had reached out to three firms and was in the process of evaluating them for the recruitment of the City Manager.

Councilmember Koss asked if they could do a meeting by conference call. Ms. Gemmati mentioned that two were in Daytona and one was in Ohio. She asked if they would like to hear from all of the firms in one day at a special meeting.

Ms. Gemmati explained the importance of using a firm for this type of position after a question was posed by Deputy Mayor Goins.

Councilmember Warner stated that one was used around twenty years ago. Ms. Gemmati added that the firm would meet with them individually as well to get their input. Councilmember Warner thought it would be good if all of this could be done in one day.

Mr. Walsh provided an update and mentioned that all of the directors have been working with the Interim City Manager to come up with contingency plans for their departments. Beyond social distancing, his department has been wiping down doorknobs, cleaning more, etc. Some teleworking has begun as well.

His most important and biggest issues were sewer operations and the water plant. They have been discussing possible issues that they could be faced with. They are going to stagger start and lunch times to ensure these areas are always attended to. Contingency plans are also being worked on in the event someone gets sick at these plants.

Mayor Williams mentioned that this was one of those times where you look at the workers at these plants and really notice that they are front line workers and first responders. They are not always looked at as first responders but they work tirelessly and are appreciated.

City Attorney Garganese noted for the record that this meeting was noticed as a CMT meeting. There was an order issued by the Governor regarding meetings not being public. The notice read as follows:

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

Emergency and the closing of City Hall to the public. However, interested persons are encouraged to view and listen to the meeting by accessing the meeting at the following internet addresses:

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

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

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

He pointed out that the meeting was available via the internet and the public could provide input by calling in or providing comments on specific items.

Interim City Manager Fuhrer advised that an updated report was given and as of 6:05 p.m. there were 1,867 positive cases in Florida.

He mentioned that staff was working on the implementation of the Family First Coronavirus Response Act which would have a lot of implications to City operations. Staff was reviewing information daily in order to ensure that they were abiding with the law and were close to pushing out the policy to employees. The policy is significant as to what allowances are by law.

Interim City Manager Fuhrer reiterated Chief Lamm's sentiments on the executive order and urged those over sixty-five to stay home, as well as those with underlying health conditions. Additionally, the City has been providing telework opportunities as well. There are currently twenty-two employees teleworking and this varies daily. Additional equipment has been received to make this possible.

Florida Power and Light provided an update and they are discontinuing turnoff's through the end of March and Waste Management is fully operational, although their call centers are telecommuting.

Interim City Manager Fuhrer advised that at the last Council meeting, on March 17, 2020, Council approved the cancellation of all meetings with the exception of Council meetings. He recommended that the April 8, 2020 meeting be limited to CMT only.

* **It was a Consensus among Council to limit the April 8, 2020 to CMT only.**

They would re-evaluate this at the next meeting.

* **It was also noted that the Cocoa CRA meeting on April 8, 2020 would be cancelled.**

Interim City Manager Fuhrer referred to the parks and open spaces and that the City would maintain consistency with them and have modified timing of restroom closures. They would be closing at 6 p.m.

He spoke about an email he received from Councilmember Koss regarding First Billing's $2.99 convenience fee. He pointed out that a response had been provided to Council. They reached out to the vendor and the vendor was unable to waive the fee, as they make a small margin off of this which is their business practice. The option would be that the City would have to pay that fee. He provided the amounts and how much it would cost the City.

Mayor Williams believes that this should be left as is as there are other ways that customers can pay.

Further discussion was held on this issue and Councilmember Koss felt that this was something that Stantec could look into and that it needed to be brought to the attention of the advisory board.

Interim City Manager Fuhrer announced that he met with the consultant from S & ME and they were starting a steering committee and would need about twelve members for that committee. They would like to get work underway starting next week. He asked if Council would like to appoint a member and to please send their nominations to the City Clerk. Meetings would be during the day.

Councilmember Koss would like to represent Council and was very excited about the grant as there were only three municipalities that received it.

Interim City Manager Fuhrer explained the grant being referred to in detail.

Councilmember Warner asked about the last tree study that was done and believed that it was in the early 2000's. She asked when the tree city designation was lost. In response, Interim City Manager Fuhrer advised that when all of this information was submitted they would let Council know that information.

* **IT WAS A CONSENSUS AMONG COUNCIL FOR COUNCILMEMBER KOSS TO THE BE THE COUNCIL LIAISON TO THE STEERING COMMITTEEE.**

Interim City Manager further noted that there was an inquiry on how the market was affecting the City's finances. He provided an overview of the City's funds and a brief summary of what was happening currently due to COVID-19. He pointed out that the City was looking at a pretty steep loss and assured Council that a detailed report would be provided in the future.

He explained that when Stantec does an analysis they would give an update on all of the funds.

Councilmember Koss appreciated the Interim City Manager and how quickly and thoroughly he has responded. She has received a lot of calls in regards to the pandemic. She asked if the County's state of emergency encompassed all municipalities both incorporated and unincorporated. In response, Interim City Manager Fuhrer explained that the resolution that the City approved on March 11, 2020 lifted purchasing policies for this event. The public health emergency is state level.

Councilmember Koss thanked Ms. Senger for the videos that have been done but felt that the interview format was not right. In response, Ms. Senger noted that those who are interviewed would depend on what the topic was. She felt that it was important for the elected officials to participate in these.

Councilmember Koss advised that she has been researching and sought advice from the Attorney General' s office and an option was posed to do an agenda review meeting which would be publicly noticed and a lot of details could be discussed. The Council meeting would then become more functionary. She felt that the City would be more transparent and the school board and other cities do this. It would not be mandatory and would work like a workshop.

Mayor Williams felt that there were too many things going on right now and they cannot put more work on staff.

Deputy Mayor Goins felt that they should just ask questions and not worry about others' opinions during Council meetings.

Mayor Williams advised that they ask questions prior the meeting and get their questions answered. Sometimes staff is not prepared for questions and do not have the answers.

Councilmember Koss stated that she would bring this up again as it will allow for more sunshine and transparency.

Discussion was held on how much time other members spend with the Interim City Manager.

Councilmember Warner was getting a lot of questions of which she is passing on to Ms. Senger. She is noticing that people are wanting to see who their elected officials are. She agreed with Councilmember Koss and felt that Chief Lamm should be the spokesperson for the City.

Deputy Mayor Goins was concerned about the parks and their bathrooms and asked if Parks and Rec could put some wash stations in the parks that do not have bathrooms. In response, Interim City Manager Fuhrer noted would look into this.

Deputy Mayor Goins further mentioned areas in Cocoa do not have traffic signals. He was pleased to see Brevard County Traffic Operations was looking into doing a master plan for some of the lights. He spoke with Mr. Smith about this and he will keep the conversation going to ensure this gets done.

He thanked Brevard County for providing food for students. Many kids rely on school meals.

Deputy Mayor Goins inquired about the summer youth program. In response, Ms. Gemmati advised that they would be having an internal meeting with CareerSource. It will not be a great experience if the students cannot get the whole experience. Due to school closures things need to be sorted out.

Mayor Williams thanked the Interim City Manager for the work that he has been doing and thanked Chief Cantaloupe for reaching out to people and for going to all of the parks and posting information.

He provided kudos to Cambridge Elementary, Emma Jewel Charter Academy, and Cocoa PAL, along with all other schools and volunteers who are serving and provided food for children and families.

He further thanked Pebbles Catering, Celebration Tabernacle, and the REAL Church who served over three hundred meals to residents today. It was a nice event and they served until they ran out of food.

Mayor Williams requested that microphones and screens be updated in chambers.

Mayor Williams assured everyone that the City would keep the public informed and updated on the latest information in reference to the virus.

VI. Consent Agenda:

1. Approve Change Order #1 to FY2020 P.O. 75891 with Xylem Water Solutions USA, Inc., Apopka, Florida, for Prepaid Shipping Charges That Were Not Included

on the Original Quote/P.O.; To Authorize the City Manager to Execute the Change Order. (20-137). (Utilities Director)

2. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Three (3) DISCFLO Pumps From Gerber Pumps International, Inc., Longwood, Florida, for the Dyal Water Treatment Plant; To Approve a Resolution Amending the FY2020 Budget, BAF# 20-050-T. (20-151). (Utilities Director)

3. Approve Participation in a Cooperative Purchase Agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services Utilizing the HGACBuy (Houston-Galveston Area Council) National Cooperative Purchasing Contract TP07-18 Effective July 1, 2018 through June 30, 2021 in the amount of $362,753; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $36,275 (approximately 10%) for a Project Total of $399,028. (20-153). (Utilities Director)

4. Approve Amendment No. 1 to Task Order 2019-04 with CH2M Hill Engineers, Inc. for the Bidding Phase Assistance and Services During Construction (SDC) for Security System Improvements at the Dyal Water Treatment Plant, Project No. WS1404, Chemical Conversion and Reliability Improvements Project. (20-157). (Utilities Director)

*** MOTION by Councilmember Warner; Seconded by Councilmember Koss, to approve the Consent agenda.**

AYES: WILLIAMS, GOINS, KOSS, WARNER

THE MOTION CARRIED UNANIMOUSLY (4-0)

VII. Public Hearings:

None.

VIII. Council Business:

1. Consideration of Ms. Debbie Joyce as the representative of the School Board of Brevard County on the Planning & Zoning Board. (20-181). (Administrative Services Director)

* **MOTION by Councilmember Koss; Seconded by Councilmember Warner, to approve the appointment of Ms. Debbie Joyce as the representative of the School Board of Brevard County on the Planning & Zoning Board**

AYES: WILLIAMS, GOINS, KOSS, WARNER

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Consideration of a Donation Application for the Marine Resources Council of East Florida, Inc. in the amount of $1,000. (20-183). (Administrative Services Director)

Councilmember Koss referenced the statement made previously by Ms. Riggs and hoped that all council would support this donation request.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Goins, to approve the donation request for the Marine Resources Council of East Florida, Inc. in the amount of $1,000.**

The motion was opened for discussion.

Councilmember Warner stated that because this was Council's money she has always felt that the money was to give to those who do not get funding from others and whose resources were limited. She believes that the Marine Resources Council was wonderful, however, she likes to use that basis for donations. They cannot say yes to everything.

She would not be supporting this request and it was not because she does not support the Marine Resources Council but there are citizens who donated money not so long ago and she would like to save the remainder of her allotment.

Councilmember Koss noted that MRC does not have a lot of money, and there were at least fifteen people who were in Councilmember Warner's district at the event.

Discussion was held on the donation policy and how situations like this had been handled in the past.

Councilmember Koss reminded Council that when this was brought up some time ago she was told that they vote in unison so that donations are approved.

The motion was reinstated.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Goins, to approve the donation request for Marine Resources Council in the amount of $690, which would be $230 from each account.**

AYES: Williams, Goins, Koss

NAYS: Warner

THE MOTION CARRIED (3-1)

IX. City Business:

1. Approve the Guaranteed Maximum Price (GMP) Proposal from Wharton-Smith, Inc. (WSI), Sanford, Florida, for the Construction Phase Services for the Chemical Conversion and Reliability Improvements Project (CCRIP) at the Dyal Water Treatment Plant, Project No. WS1404; To Authorize the City Manager to Execute the GMP Amendment #1 to the Master Service Agreement with WSI for Construction Manager at Risk (CMAR) Services. (20-139). (Utilities Director)

Mr. Walsh advised that this was a large project with several small projects within it which would all take place at the Dyal Plant. He explained all of the projects in detail. He pointed out that this was the biggest project that he has brought forth to Council since he has been here and he was excited about it. Wharton Smith is a good firm.

Councilmember Koss asked how long the project would take and in response, Mr. Walsh stated a little less than two years.

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

AYES: WILLIAMS, GOINS, KOSS, WARNER

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Approve an Interlocal Cooperation Agreement between the City of Cocoa and Brevard County to accept $175,000 in Brevard County Community Development Block Grant (CDBG) funds for pool resurfacing and other pool related improvements at the Dr. Joe Lee Smith Community Center Project #CP1504, PO# 74150. These funds will be reimbursed to the City by Brevard County CDBG and deposited back into General Fund Balance, not to exceed $175,000. (20-152). (Community Services Director)

Interim City Manager Fuhrer spoke about the item in detail and noted that this included all of the costs of the pool area.

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

AYES: WILLIAMS, GOINS, KOSS, WARNER

THE MOTION CARRIED UNANIMOUSLY (4-0)

3. Authorize the City Manager to approve a change order to RUSH Marine, LLC. for installation of 61 anchors to improve the stability and resilience of the seawall along the Riverfront Park Promenade. Approve a Resolution Amending the FY20 Budget, Budget Amendment form #20-053-A, through the use of General Fund Balance. (20-185). (Public Works Director)

Interim City Manager Fuhrer explained this item in detail and explained why the change order was necessary.

An E-Comment was received on this item and Ms. Senger advised it was from Ms. Candice Rogers, a Cocoa resident. She read the comment into the record.[2]

Interim City Manager Fuhrer mentioned that he had received an email prior to this meeting in regards to this. He explained that this project was underway and that if you go to Lee Wenner Park, you will notice that the seawall is open three to four feet down. He explained the design in furtherance and pointed out that the tie-backs that provide structural support were severed.

Ms. Senger announced that an Email was received from Jennifer Riggs and read it into the record[3].

Further discussion was held on this project.

*** MOTION by Councilmember Warner; Seconded by Deputy Mayor Goins, to approve the item.**

AYES: WILLIAMS, GOINS, KOSS, WARNER

THE MOTION CARRIED UNANIMOUSLY (4-0)

[2] Exhibit B: E-Comment received from Candace Rogers, Cocoa resident
[3] Exhibit C: Email received from Jennifer Riggs, Cocoa resident

Multi-Year Contracts:[4]

4. Approve Task Order No. 2020-05 to CH2M for Engineering Services During Construction (SDC) for the Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements Project (CCRIP), Project No. WS1404; To Approve as a Multi-Year Contract from FY2020 through FY2022. (20-24). (Utilities Director)

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

AYES: WILLIAMS, GOINS, KOSS, WARNER

THE MOTION CARRIED UNANIMOUSLY (4-0)[5]

5. Approve the Second and Final Amendment to Purchase Agreement with Anderson Diving d/b/a Logan Diving and Salvage, Inc. effective March 5, 2020 through March 4, 2022, under RFQ-14-19-COC Subaqueous Pipeline Assessment. (20-80). (Utilities Director)

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

AYES: WILLIAMS, GOINS, KOSS, WARNER

THE MOTION CARRIED UNANIMOUSLY (4-0)

6. Approve Task Order No. 2020-06 to CH2M for SCADA Process Automation Services for the Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements Project (CCRIP), Project No. WS1404; To Approve as a Multi-Year Contract from FY2020 through FY2022. (20-135). (Utilities Director)

* **MOTION by Councilmember Warner; Seconded by Deputy Mayor Goins, to approve the item.**

AYES: WILLIAMS, GOINS, KOSS, WARNER

THE MOTION CARRIED UNANIMOUSLY (4-0)

X. Informational Agenda:

1. Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 02/29/2020. (20-148). (Finance Director)

[4]Deputy Mayor Goins left the meeting at 8:05 p.m.
[5] Deputy Mayor Goins returned to the meeting at 8:07 p.m. and was included in the vote.

2. Data showing the relation between the estimated and actual income and expenses to date. (20-154). (Finance Director)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (20-155). (Finance Director)

4. FY 2020 Budget Adjustment Report. (20-156). (Finance Director)

XI. Adjournment:

* **MOTION by Councilmember Warner; Seconded by Deputy Mayor Goins, to adjourn the Regular meeting of March 25, 2020.**

AYES: WILLIAMS, GOINS, KOSS, WARNER

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 8:09 p.m.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

Exhibit A: Email from Ms. Riggs read under Reports

From:	JL Riggs
To:	meeting
Cc:	Lorraine Koss; Jake Williams; James Goins; Brenda Warner; Don Boisvert; Samantha Senger; Charlene Neuterman
Subject:	Report to be read tonight for Sustainability Advisory Committee
Date:	Wednesday, March 25, 2020 5:55:25 PM

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Council Members,

Thank you for all you tireless work in these strange times. Stay well!

I bring good news. On February 29th a group of Cocoa neighbors hosted a neighborhood progressive dinner they had organized with a three-fold objective:
1. To increase our sense of neighborhood and neighborliness through conversations and celebration.
2. To increase awareness and education on lagoon health topics.
3. To raise money to support the Marine Resources Council's Report Card.

We raised $3,550 as a restricted gift for the MRC. This is to prepare, publish, and disseminate the MRC's annual report card. The report card details changes in water quality annually; over time this can be used to correlate with ongoing work in the Indian River Lagoon clean up efforts paid for by the half cent sales tax, and assess their efficacy.

Many thanks to the hosts and their families, who opened their homes and prepared a course to share with their neighbors:
Bridget Hagood and Frank Jones
Jane and Randy Naylor
Jonnie and Roger Nauman
Jennifer and Todd Riggs
Jeanette and Frank Sullivan

This event proved extremely successful in promoting both education and good will among neighbors.

Although it is not technically a Sustainability Committee issue or topic, the experience demonstrated itself to me as a model for promoting a sense of civic belonging and empowering citizens through sound information. I believe we will see better practices related to lawn and yard care etc. from those who attended. This may be something we could consider adding to the action plan.

I understand that there is an agenda item to consider funding the Marine Resources Council $1000. I hope you will consider supporting this.

Thank you,

Jennifer Riggs
Chair, Sustainability Advisory Committee

City Council

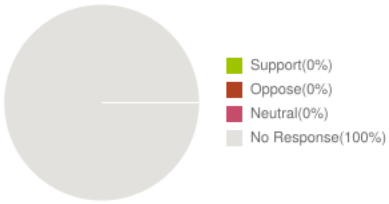
03-25-20 18:00

Agenda Name	Comments	Support	Oppose	Neutral
IX.3 20-185 Authorize the City Manager to approve a change order to RUSH Marine, LLC. for installation of 61 anchors to improve the stability and resilience of the seawall along the Riverfront Park Promenade. Approve a Resolution Amending the FY20 Budget, Budget Amendment form #20-053-A, through the use of General Fund Balance. (Public Works Director)	2	0	0	0
IX.6 20-135 Approve Task Order No. 2020-06 to CH2M for SCADA Process Automation Services for the Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements Project (CCRIP), Project No. WS1404; To Approve as a Multi-Year Contract from FY2020 through FY2022. (Utilities Director)	1	0	0	0

Sentiments for All Agenda Items

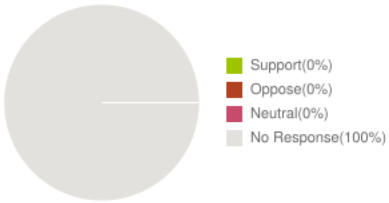
The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



Agenda Item: eComments for IX.3 20-185 Authorize the City Manager to approve a change order to RUSH Marine, LLC. for installation of 61 anchors to improve the stability and resilience of the seawall along the Riverfront Park Promenade. Approve a Resolution Amending the FY20 Budget, Budget Amendment form #20-053-A, through the use of General Fund Balance. (Public Works Director)

Overall Sentiment



Guest User
Location:
Submitted At: 8:41pm 03-25-20

Shortly after the knee wall design was selected I addressed the council regarding my concern of the seawall and the planters. "I I wished to be assured that we properly evaluate the drainage of the soils adjacent to the seawall.

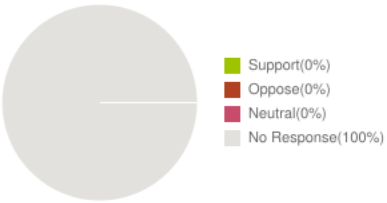
Concrete can fall victim to water seepage, Water can quickly erode concrete, weakening it. It only takes a crack as wide as a hair to allow water in and the water will take advantage and widen that crack e more, putting pressure on the wall. Will erosion of the soil next to the wall be an issue? Will the rebar being installed in the knee wall be properly coated to resist expansion or rust? Will drains evacuate water spilling into the plant beds during storms? These questions should be addressed before moving forward with this design." I also followed up by email regarding these concerns and was assured these engineering questions would be part of the final design. Were these studies done? If so, did indicate what would be done to avoid any of these potential issues? Do these ties suggested match what the engineering studies indicate need to be done? Why were these ties not part of the original bid? Thank you, Candace Rogers 93 Delannoy Cocoa Fl.

Guest User
Location:
Submitted At: 8:41pm 03-25-20

Shortly after the knee wall design was selected I addressed the council regarding my concern of the seawall and the planters. "I I wished to be assured that we properly evaluate the drainage of the soils adjacent to the seawall. Concrete can fall victim to water seepage, Water can quickly erode concrete, weakening it. It only takes a crack as wide as a hair to allow water in and the water will take advantage and widen that crack e more, putting pressure on the wall. Will erosion of the soil next to the wall be an issue? Will the rebar being installed in the knee wall be properly coated to resist expansion or rust? Will drains evacuate water spilling into the plant beds during storms? These questions should be addressed before moving forward with this design." I also followed up by email regarding these concerns and was assured these engineering questions would be part of the final design. Were these studies done? If so, did indicate what would be done to avoid any of these potential issues? Do these ties suggested match what the engineering studies indicate need to be done? Why were these ties not part of the original bid? Thank you, Candace Rogers 93 Delannoy Cocoa Fl.

Agenda Item: eComments for IX.6 20-135 Approve Task Order No. 2020-06 to CH2M for SCADA Process Automation Services for the Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements Project (CCRIP), Project No. WS1404; To Approve as a Multi-Year Contract from FY2020 through FY2022. (Utilities Director)

Overall Sentiment



Guest User
Location:
Submitted At: 6:22pm 03-25-20

I could not find anywhere else to comment on this, but why are we not doing a shelter in place?! I had to go to the store for diapers and milk and people are packed in the stores! No distancing! I saw 15 people near the deli case alone, just chit chatting about retirement and golf and the beach! Seriously, I am a severe asthmatic, I have 5 kids at home! I've been out of work for a week and these people act like nothing is happening and are not following social distancing!!!!! When do you plan on enforcing this?! How many more need to get sick?

From: Samantha Senger
To: Carie Shealy
Subject: FW: current agenda item : Can you explain how this need came to light?
Date: Monday, April 06, 2020 7:12:55 PM

Carie,

Sorry this took so long to get to you. Here is the e-mail that Jennifer Riggs sent in on that one agenda item. It was e-mailed to meetings@cocoafl.org. Please let me know if you need anything else.

Samantha Senger, APR, APIO
Assistant to the City Manager and
Public Relations Specialist
City of Cocoa
65 Stone St., Cocoa, FL 32922
(321) 433-8685 I ssenger@cocoafl.org
www.cocoafl.org

From: JL Riggs <jlovittriggs@gmail.com>
Sent: Wednesday, March 25, 2020 7:58 PM
To: Samantha Senger <ssenger@cocoafl.org>
Subject: current agenda item : Can you explain how this need came to light?

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

If you can ask, please do.

Jennifer Riggs

Legislation Details (With Text)

File #:	20-212	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	4/7/2020			**In control:**	City Council
On agenda:	4/22/2020			**Final action:**	
Title:	Seek Council direction on the temporary waiver of building permit fees related to the installation of solar photovoltaic and thermal systems previously approved by City Council. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 7, 2020
Agenda Date: April 22, 2020
Prepared By: Nancy A. Bunt, Community Services Director
Through: Matt Fuhrer, Interim City Manager
Requested Action:
Seek Council direction on the temporary waiver of building permit fees related to the installation of solar photovoltaic and thermal systems previously approved by City Council.

BACKGROUND:

On May 8, 2019, Council approved Resolution 2019-032 providing for a temporary waiver of building permit fees related to the installation of solar photovoltaic and thermal systems for a period of one year; expressing the City's support for the Solar United Neighbors of Florida (FL SUN) Initiative of the League of Women Voters and the intention of the City to partner with those organizations to further adoption of solar energy in the City and Brevard County. The City assisted by:

- Promoting the FL SUN information meeting on May 22, 2020 about solar energy to increase interest in renewable energy and help recruit co-op members and/or help promote other FL SUN informational meetings, and
- Providing information about the FL SUN co-op partnership opportunities on the City's website and in the City's newsletter.

Solar energy is a renewable energy source. An increasing number of residential and commercial property owners are therefore making significant investments in solar electric systems. Solar cells do not require much maintenance once brought up to their maximum efficiency and are considered quiet

collectors. Unlike other energy sources, energy harvested from solar radiation by photovoltaic systems is clean energy, they produce no noise, can be very reliable, and can last longer than most other energy sources. The cost of installing photovoltaic systems and thermal systems serving individual residential and business properties is approaching parity with the cost of centrally generated electrical power obtained through the electrical grid.

Additionally, the League of Women Voters of Florida and the nonprofit Solar United Neighbors of Florida (formerly Community Power Network) have partnered to promote use of solar energy. Solar United Neighbors of Florida (FL SUN) seeks to help communities learn about and affordably participate in solar power generation through group purchasing power and has established multiple co-operatives elsewhere in Florida to improve the affordability of photovoltaic systems for co-op members. The Space Coast Chapter of the League of Women Voters is participating in the co-op initiative as well.

Additionally, recognizing the need for statewide energy efficiency, UCF's Florida Solar Energy Center celebrated the completion of its newest research facility in 2011 for testing energy improvements in new and existing homes. Initial research at the new facility has focused on energy improvement potentials in vintage Florida homes. Those constructed prior to 1975 make up 63 percent of Florida's more than eight million existing homes, which represents a substantial energy and cost savings potential for cost-effective, "deep" home energy improvements, or retrofits. Prospective savings could result in 30 to 50 percent of current residential energy use. Funded by the state's Florida Energy Systems Consortium, the research facility was instrumental in attracting a major multi-million dollar, four-year research grant from the U.S. Department of Energy.

As directed by Council under Resolution 2019-032, staff is providing the following information:

For the period of May 8, 2019 through April 7, 2020, the City received eight (8) building permits for the installation of solar photovoltaic and thermal systems. The permit valuation was $180,638.10 and the permit fee waivers totaled $1,160.40.

ADDRESS	VALUE	PERMIT FEE WAIVER
3808 Arrowsmith Drive	$ 29,321.00	$ 166.95
3836 Stonemont Drive	$ 24,000.00	$ 150.75
1326 Stetson Court	$ 28,675.00	$ 163.70
5085 Brilliance Circle	$ 23,632.10	$ 147.50
711 Cressa Circle	$ 27,514.00	$ 160.50
5260 Extravagant Court	$ 10,000.00	$ 105.25
1305 South Lakemont Drive	$ 11,100.00	$ 108.50
3208 Westchester Drive	$ 26,396.00	$ 157.25
	$ 180,638.10	**$ 1,160.40**

Staff is seeking Council direction on the temporary waiver of building permit fees related to the installation of solar photovoltaic and thermal systems previously approved by City Council on May 8, 2019 and provides the following three (3) options:

1) Discontinue the fee waiver and begin collecting the permit fees for solar photovoltaic and thermal systems.
2) Request staff bring a Resolution to the May 13th Council meeting to continue the fee waiver

for a period of one more year.

3) Request staff bring a Resolution amending Resolution 2013-37, which previously established a schedule of building permits fees and eliminate the building permit fee associated with photovoltaic and thermal systems.

In order to promote the goals and objectives of the City's Sustainability Advisory Committee and draft Sustainability Action Plan and Resiliency Report to encourage residential and nonresidential building strategies to promote energy efficient measures, including renewable energy installations such as solar photovoltaic and thermal systems staff is recommending option 3.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

For the period of May 8, 2019 through April 7, 2020, the City received eight (8) building permits for the installation of solar photovoltaic and thermal systems. The permit fee waivers totaled $1,160.40.

PREVIOUS ACTION:

On May 8, 2019, City Council approved Resolution 2019-032 providing for a temporary waiver of building permit fees related to the installation of solar photovoltaic and thermal systems for a period of one year; expressing the City's support for the Florida Solar United Neighbors (FL SUN) Initiative of the League of Women Voters and the Community Power Network; and the intention of the City to partner with those organizations to further adoption of solar energy in the City and Brevard County.

RECOMMENDED MOTION:

Seek Council direction on the temporary waiver of building permit fees related to the installation of solar photovoltaic and thermal systems previously approved by City Council.

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Legislation Details (With Text)

File #:	20-221	**Version:** 1	**Name:**		
Type:	Appointment		**Status:**	Council Busines	
File created:	4/14/2020		**In control:**	City Council	
On agenda:	4/22/2020		**Final action:**		
Title:	Pursuant to the Interlocal Agreement between the City of Cocoa and Brevard County regarding the Diamond Square CRA, recognize and approve Mr. Larry J. Brown as the Board of County Commissioner's designee and authorized representative to serve on the reconstituted Diamond Square CRA. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04_14_2020 Application.pdf Email FW_ Diamond Square CRA Agenda for March 16, 2020.pd.pdf Larry Brown - Diamond Square Appointment Sheet.pdf Recorded_ Diamond Square Interlocal Agreement CRA with Brevard County.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 14, 2020
Agenda Date: April 22, 2020
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Pursuant to the Interlocal Agreement between the City of Cocoa and Brevard County regarding the Diamond Square CRA, recognize and approve Mr. Larry J. Brown as the Board of County Commissioner's designee and authorized representative to serve on the reconstituted Diamond Square CRA.

BACKGROUND:

On January 30, 2020, the Diamond Square CRA was reconstituted with six new members. In the Interlocal Agreement between Brevard County, the City of Cocoa, and the Diamond Square CRA that was approved on September 25, 2019 and recorded in the Official Records of Brevard County Book 8617 Page 1078, page 2, Section 4 (b) speaks about the board composition. One member of the board of commissioners for the Agency will be the Brevard 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 of section 163.356(3)(b) Florida Statutes. That Statute is as follows:

(*b) The powers of a community redevelopment agency shall be exercised by the commissioners thereof. A majority of the commissioners constitutes a quorum for the purpose of conducting business and exercising the powers of the agency and for all other purposes. Action may be taken by the agency upon a vote of a majority of the commissioners present, unless in any case the bylaws require a larger number. Any person may be appointed as commissioner if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part.*

On March 25, 2020, Ms. Charlene Neuterman, Community Services Deputy Director, received an email from the District 2 Commissioners office noting that the Board of County Commissioners had approved the appointment of Mr. Larry Brown to the Diamond Square CRA on March 24, 2020.

Ms. Neuterman notified the City Clerk and his application information was received back in the Clerk's office on April 14, 2020. Although Mr. Brown is a resident of the city of Rockledge, it is the City's understanding from information provided by the County Attorney's Office that the County believes that Mr. Brown is eligible to serve on the CRA because he is a trustee of the Stone Street Church of God which is located within the Diamond Square CRA area and provides religious and other services within the City of Cocoa. The City Clerk has requested from Mr. Brown written confirmation that he currently serves as a trustee of the Stone Street Church of God.

His application, email from the County, and the Interlocal Agreement are all attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council approved the Interlocal Agreement with the County last year, and appoints and reappointments members to City boards and committees as vacancies exist.

RECOMMENDED MOTION:

Pursuant to the Interlocal Agreement between the City of Cocoa and Brevard County regarding the Diamond Square CRA, recognize and approve Mr. Larry J. Brown as the Board of County Commissioner's designee and authorized representative to serve on the reconstituted Diamond Square CRA.

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RECEIVED
Office of the City Clerk
APR 14 2020
Time: 8:30am CS

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[1], 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)

Name: Larry J. Brown Application Date: 9 April 20

Street Address, Including Zip Code: 1720 Cogswell St. Rockledge, Fla. 32955

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ____ District 2 ____ District 3 ____ District 4 ____

Telephones: ~~Home:~~ (321) 636-8338 Work: ____ Pager: ____ Cell: (321) 536-8235

Place of Business: ____

Title/Position Held: ____

Date of Birth[2] 21 JAN 59

Email Address: Brow3093@bellsouth.net

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Planning & Zoning Board
	Board of Adjustment		Police Community Relations Advisory Committee
	Brownfields Advisory Board		Redevelopment Agency (Cocoa)
	Code Enforcement/Drug Related Public Nuisance Board	X	Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Sustainability Advisory Committee
	Pension Board - General Employees		Utilities Advisory Board
	Pension Board – Police		

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	____	No	____
Do you own property or a business in Cocoa?	Yes	____	No	____
Are you registered to vote in Brevard County, Florida?	Yes	✓	No	____

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

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: Joann A. Brown Date: 9 April 20

Social Security No: [redacted]

Drivers License No [redacted]

Please Return this form to:
Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922

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. Yes ____ No ✓

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes ____ No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No ✓
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ 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. Yes ____ No ✓

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

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.

My family's heritage is deeply rooted with the Diamond Square community of Cocoa. My grandparents were business owners on Stone Street... My grandmother (attachment)

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
____ Asian-American
____ Hispanic-American
____ Native American
____ Caucasian

GENDER

✓ Male
____ Female

DISABILITY

____ Physically Disabled

(Mother Julia M. Solomon) was a Charter/ Founding Member of Stone Street Church of God (708 Stone Street). I am a Lifetime member of this church and hold various positions.

Dating back to 2012, it was my volunteer work on the Juneteenth Arts and Cultural Festival and my interest and involvement with the Harry T. Moore Center that led me to advocate for historical preservation and the development and support of youth programming in the Diamond Square Community. Our youth are the reasons for my continued volunteer support with the Cocoa Police Athletic League (PAL). I have gained first hand knowledge of the needs in this community, which put me in a good position to help craft a vision for the Diamond Square RDA, pertaining to youth cultural development, historical preservation, housing, recreation and social service needs.

From:	Charlene Neuterman
To:	Carie Shealy; Monica Arsenault
Subject:	FW: Diamond Square CRA Agenda for March 16, 2020
Date:	Wednesday, March 25, 2020 2:21:50 PM
Attachments:	Larry Brown - Diamond Square Appointment Sheet.pdf

Carie,
Please see the attached D2 Commissioner appointment to the Diamond Square CRA. They will attend the next DS CRA meeting. Let me know if you need anything else.

Charlene Neuterman
Community Services
Deputy Director
65 Stone Street, Cocoa, FL 32922
Office: (321) 433-8509
Mobile: (321) 313-0393
cneuterman@cocoafl.org

From: Commissioner, D2 <D2.Commissioner@brevardfl.gov>
Sent: Wednesday, March 25, 2020 2:17 PM
To: Charlene Neuterman <cneuterman@cocoafl.org>
Cc: Commissioner, D2 <D2.Commissioner@brevardfl.gov>
Subject: RE: Diamond Square CRA Agenda for March 16, 2020

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Charlene,

Yesterday the Board of County Commissioners approved the appointment of Larry Brown to the Diamond Square CRA. The information is attached.

However, official recognition of board approval comes from the Clerk to the Board. I am copying that office on this email and requesting confirmation of the above when Clerk staff have an opportunity to provide it.

Thanks everyone -
Fritz

From: Charlene Neuterman <cneuterman@cocoafl.org>
Sent: Tuesday, March 17, 2020 9:03 AM
To: Commissioner, D2 <D2.Commissioner@brevardfl.gov>
Subject: RE: Diamond Square CRA Agenda for March 16, 2020

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Fritz,
Thanks for the update on Commissioner Lober's appointment. As soon as his appointment is approved, please send me Mr. Brown's information so the City Clerk can add him to the mail list for Agency Members.

I hope you have a great week despite all the Coronavirus scares.

Charlene Neuterman
Community Services
Deputy Director
65 Stone Street, Cocoa, FL 32922
Office: (321) 433-8509
Mobile: (321) 313-0393
cneuterman@cocoafl.org

From: Commissioner, D2 <D2.Commissioner@brevardfl.gov>
Sent: Monday, March 16, 2020 12:24 PM
To: Charlene Neuterman <cneuterman@cocoafl.org>
Cc: Commissioner, D2 <D2.Commissioner@brevardfl.gov>
Subject: RE: Diamond Square CRA Agenda for March 16, 2020

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Thanks Charlene. By the way, Commissioner Lober is appointing Larry Brown to the Diamond Square CRA. I expect Mr. Brown's appointment to be approved by the Board of County Commissioners at next Tuesday's (the 24th) board meeting.

Have a great week –
Fritz

Fritz VanVolkenburgh
Chief of Staff
County Commission District 2
Bryan A. Lober, Commissioner
2575 N. Courtenay Parkway, Suite 200
Merritt Island, FL 32953
Tel: (321) 454-6601
Fritz.Van@brevardfl.gov

From: Charlene Neuterman <cneuterman@cocoafl.org>
Sent: Monday, March 16, 2020 11:56 AM
To: Charlene Neuterman <cneuterman@cocoafl.org>
Cc: Carie Shealy <cshealy@cocoafl.org>; Monica Arsenault <marsenault@cocoafl.org>; Nancy Bunt <nbunt@cocoafl.org>; John Titkanich <jtitkanich@cocoafl.org>; Matthew Fuhrer

<mfuhrer@cocoafl.org>; James Goins <jgoins@cocoafl.org>; Jake Williams <jawilliams@cocoafl.org>
Subject: RE: Diamond Square CRA Agenda for March 16, 2020
Importance: High

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good morning,
The Diamond Square CRA is cancelled for tonight as we do not have a quorum. Several members indicated they did not want to attend due to personal health concerns. Our next regularly scheduled meeting is April 20, 2020. I will let you know if we need to have a special meeting prior to the 20th.

If you have any questions, please do not hesitate to contact me.

Regards,

Charlene Neuterman
Community Services
Deputy Director
65 Stone Street, Cocoa, FL 32922
Office: (321) 433-8509
Mobile: (321) 313-0393
cneuterman@cocoafl.org

PLEASE NOTE: Florida has a very broad public records law. Most written communications (including contents of emails and email addresses) to or from City of Cocoa officials and employees regarding public business are public records available to the public and media upon request. Your written and e-mail communications may be subject to public disclosure. If you do not want your written and email communications released in response to a public records request, do not send written or email communications to City of Cocoa officials and employees. Instead, contact this office by phone.
PLEASE NOTE: Florida has a very broad public records law. Most written communications (including contents of emails and email addresses) to or from City of Cocoa officials and employees regarding public business are public records available to the public and media upon request. Your written and e-mail communications may be subject to public disclosure. If you do not want your written and email communications released in response to a public records request, do not send written or email communications to City of Cocoa officials and employees. Instead, contact this office by phone.

BOARD OF COUNTY COMMISSIONERS

COMMISSIONER BRYAN LOBER, DISTRICT 2
Merritt Island Service Complex
2725 North Courtenay Parkway Suite 200
Merritt Island, FL 32953

District 2 Commission Office

Advisory Committee Appointment Candidate

Name of Committee:	Diamond Square CRA (Cocoa)
Name of Appointee:	Larry Brown
Home Address:	1720 Cogswell Street Rockledge, FL 32955
Cell Number:	321-536-8235
Home Phone Number:	321-636-8338
Email Address:	brow3093@bellsouth.net
Reappointment:	YES ☐ NO ☒
Replacing:	
Term of Appointment:	03/25/20 - 03/24/24
Office Contact:	Fritz VanVolkenburgh
Date of Request:	March 24, 2020

A waiver of the term limit is requested due to difficulty to fill the appointment? YES ☐ or NO ☒

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)

Legislation Details (With Text)

File #:	20-222	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Council Busines
File created:	4/14/2020			**In control:**	City Council
On agenda:	4/22/2020			**Final action:**	
Title:	City Council consideration of promoting Interim City Manager to City Manager position. If necessary, approval of Agreement between the City of Cocoa and the Mercer Group, Inc. as the executive search firm for the City Manager search. Approval of Budget Resolution Number 2020-139 amending the Fiscal Year 2020 Budget and the attached Budget Adjustment Form #20-062-T transferring budget to the City Manager's operating account from General Fund Contingency. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:	Mercer Cocoa, FL Proposal March 2020.pdf Budget Resolution FY 2020.pdf BAF 20-062-T -AS-City Manager Recruitment (4-22-20)~Agenda 20-222.pdf Mercer Group Recruiting Agreement.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 9, 2020
Agenda Date: April 14, 2020
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through:
Requested Action:
City Council consideration of promoting Interim City Manager to City Manager position. If necessary, approval of Agreement between the City of Cocoa and the Mercer Group, Inc. as the executive search firm for the City Manager search. Approval of Budget Resolution Number 2020-139 amending the Fiscal Year 2020 Budget and the attached Budget Adjustment Form #20-062-T transferring budget to the City Manager's operating account from General Fund Contingency.

BACKGROUND:

On April 14, 2020 a Special City Council Meeting was held to discuss recruitment options to fill the vacant City Manager position. One of the options discussed was the consideration of the current Interim City Manager Matthew Fuhrer for the role. Additionally, three executive search firms presented their proposals to Council for the option of hiring an external candidate.

Council agreed to consider Mr. Fuhrer for the City Manager position. Prior to making the final decision, individual meetings will be held between Mr. Fuhrer and Councilmembers to discuss him as an applicant. If Council makes the decision to appoint Mr. Fuhrer, an agenda item will be brought to

the following meeting for approval of a proposed contract.

City Council approved hiring the Mercer Group Inc, for the City Manager search in the event it was not decided to appoint Mr. Fuhrer. The City Attorney worked with Dona Higginbotham to negotiate the terms of the agreement in the event this path is chosen. The total cost for the recruitment search is $17,500, with exception of any candidate travel expenses. Additionally, the Mercer Group offers a one year warranty on the City Manager selection. All of the warranty details are covered in the attached proposal and contract.

Expenses related to the City Manager recruitment were not budgeted in the Fiscal Year 2020 budget and the project expenses will most likely carryover into the 2021 budget. Candidate travel expenses are not included with any proposal and will be incurred by the City to bring the finalist candidates to the City (travel, meals, hotel, etc.). These costs will vary but are estimated at about $500-750 per candidate.

The anticipated total costs, including the professional services and candidate travel is expected to be around $21,000. A Budget Amendment Form (BAF) is attached to this agenda requesting a transfer from contingency.

STRATEGIC PLAN CONNECTION:

Enter text here

BUDGETARY IMPACT:

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

Budget Adjustment Form # 20-062-T
Transferred from:

Amount Requested	($21,000)
Account Number	001-1600-513.39-00
Account Name	General Fund Contingency

Amount Requested	$17,500
Account Number	001-1100-512.31-00
Account Name	Professional Services

Amount Requested	$3,500
Account Number	001-1100-512.40-00
Account Name	Travel & Per Diem

PREVIOUS ACTION:

At a Special City Council Meeting on April 14, 2020, Council contingently selected Mercer Group, Inc. for the executive search firm to conduct the City Manager search in the event it is not decided to promote Interim City Manager Matthew Fuhrer.

RECOMMENDED MOTION:

City Council consideration of promoting Interim City Manager to City Manager position. If necessary, approval of Agreement between the City of Cocoa and the Mercer Group, Inc. as the executive search firm for the City Manager search. Approval of Budget Resolution Number 2020-139 amending the Fiscal Year 2020 Budget and the attached Budget Adjustment Form #20-062-T transferring budget to the City Manager's operating account from General Fund Contingency.

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EXECUTIVE SEARCH & RECRUITMENT SERVICES FOR CITY MANAGER

THE MERCER GROUP, INC.

Dona Higginbotham
Senior Vice President
3245 S. Atlantic Ave., Suite 607
Daytona Beach Shores, Florida 32118

DHHiggin@att.com
www.mercergroupincflorida.com

TABLE OF CONTENTS

Section **Page No.**

I. FIRM INFORMATION & BACKGROUND INCLUDING SEARCH TEAM.……2-5

II. SERVICES, TIMELINE, AND FEES…….…….6-16

A.	Project Understanding and Approach…….…..…...……..……	6
B.	Work Plan……...…….…..……..	7-10
C.	Equal Employment Opportunity Statement…….	10
D.	Timeline……..…..……..	11
E.	Cost Proposal …….……....…….	12
F.	The Mercer Group, Inc. Guarantees …….…….....	13
G.	Additional Activities …….…….....	14
H.	Proposal Acceptance …….…….....	14
I.	Sample Agreement …….…….....	15-16

III. REFERENCES……. 17

IV. City/County Manager/Administrators filled……..……..18-31

V. Executive Summary……..…..32-35

I. FIRM INFORMATION & BACKGROUND

A. Firm Qualifications

The Mercer Group, Inc. is an independent management consulting firm incorporated in the State of Georgia; operating nation-wide; dba The Mercer Group Florida, LLC, a minority owned LLC founded in Florida in 2017. The firm has conducted business under the name The Mercer Group, Inc. since February 1990 and Mercer Group Florida, in Florida since June 2010 and is registered with the Florida Department of State.

Mr. Mercer started his own firm in 1981 and, in 1984, merged it with another consulting firm, Wolfe & Associates, Inc. On June 1, 1986, Mr. Mercer acquired the Human Resource and Organizational Consulting Practice of Wolfe & Associates, Inc. This acquisition formed the basis for Mercer, Slavin & Nevins, Inc. He sold his interest in Mercer, Slavin & Nevins, Inc. early in 1990 and founded The Mercer Group, Inc.

The Mercer Group, Inc. provides exceptionally high-quality management consulting services to state and local governments, transit authorities, health care providers, utilities, special districts, and private sector clients. Specialty practice areas include: executive recruitment, organization and operations analysis, productivity improvement, strategic planning, management systems, compensation/classification/policy studies, privatization, budget evaluation services, government consolidation and organization development, training, and general management consulting. Our key consultants have conducted successful searches for hundreds of public sector organizations nationally and can offer numerous references as testimony of our work.

This engagement for the City of Cocoa will be led by Dona Higginbotham and will be assisted and supported by James L. Mercer. Mr. Mercer has conducted or assisted in of more than 2,000 successful executive searches in recent years. The spectrum of our search experience is below.

Mr. Mercer is the Chief Executive Officer of our firm. There is no parent, subsidiary or affiliation of other firms. The closed service office and our corporate headquarters are as follows:

The Mercer Group, Inc.
Atlanta, Georgia 30338
(770) 551-0403; FAX: (770) 399-9749
Federal Tax ID No.: 58-1877068

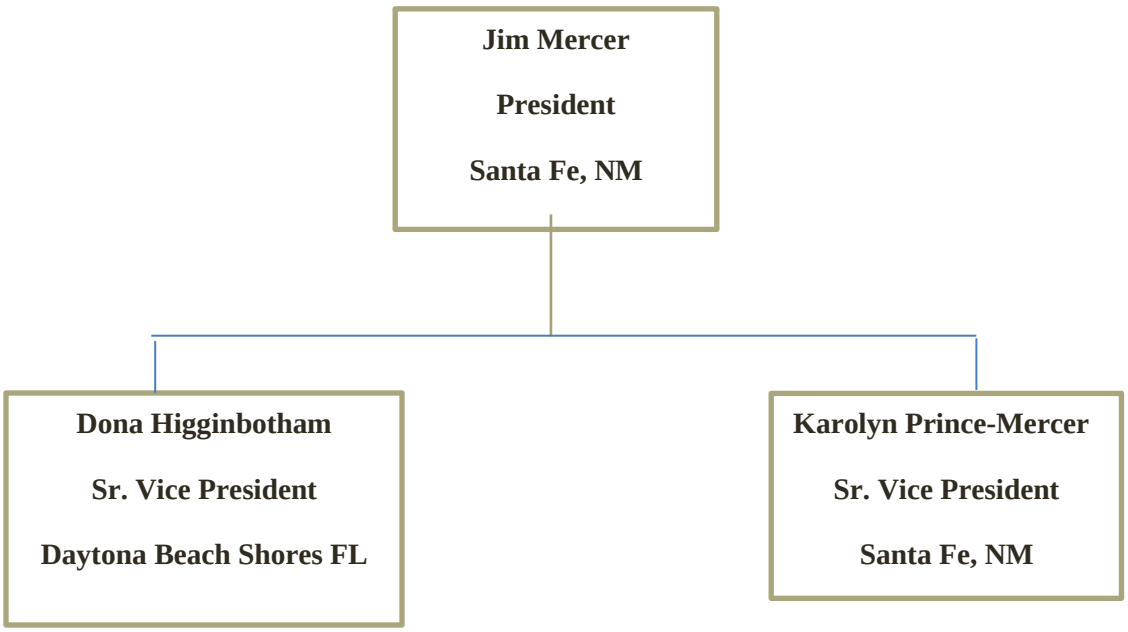
Primary contact information is as follows:

The Mercer Group, Inc.
Dona Higginbotham
Senior Vice President
3245 S. Atlantic Ave., Suite 607
Daytona Beach Shores, Florida 32118
954-559-8865
dhhiggin@att.net
www.mercergroupinc.com
www.mercergroupincflorida.com

B. <u>Organizational Chart for the City of Cocoa Search Team</u>

The Mercer Group, Inc.

EXECUTIVE SEARCH TEAM
for
COCOA, FLORIDA
CITY MANAGER



Over the past nine plus years, Mercer Group Florida has successfully conducted and completed the following search and recruitments:

- Billings, Montana – City Manager, 2017
- Cape Coral, Florida – City Auditor (Charter Officer), 2017; Building Official, 2017
- Citrus County, Florida – County Manager, 2015
- Deerfield Beach, Florida – Director of Environmental Services, 2016
- Delray Beach, Florida – City Manager, 2017
- Delray Beach, Florida – Finance Director, 2017
- Deltona, Florida – City Manager, 2015
- Dutchess County, NY – Commissioner of Behavioral & Community Health, 2015
- Gainesville, Florida – Equal Opportunity Director (Charter Officer), 2015, 2018
- City of Fort Lauderdale – Director of Finance, 2019
- Hallandale Beach, Florida – Assistant Director of Public Works – Utilities, 2015 City Manager, 2019
- Hernando County, Florida – Human Resource Director, 2019
- Hillsborough County, Florida – Executive Director-Planning Commission, 2014
- Hillsborough County, Florida – Executive Director-Metro. Planning Org., 2014
- Hollywood, Florida – Director of Financial Services, 2017, Director of Parks, Recreation and Cultural Arts, 2019
- Indian River Shores, Florida – Town Manager, 2019
- Village of Key Biscayne, Florida – Village Manager, 2018
- Largo, Florida – City Manager, 2015; Fire Chief, 2018
- Marco Island, Florida – City Manager, 2017
- Mary Esther, Florida – City Manager 2020
- Onondaga County, NY – Commissioner of Health, 2014
- Palatka, Florida – City Manager, 2019
- Palmetto Bay, Florida Village Manager 2020
- Pennsylvania Municipal Retirement System, PA – Secretary/Executive Director, 2014
- Pinellas Suncoast Transit Authority, Florida – Director of Procurement, 2014
- Plant City, Florida – Police Chief, 2014
- Plant City, Florida – City Manager, 2014
- Polk County, Florida – Fire Rescue Services Director (Fire Chief), 2016
- Pompano Beach, Florida – City Attorney, 2015
- Port Orange, Florida – City Manager, 2015
- St. Cloud, Florida – City Manager, 2015
- St. Pete Beach, Florida – Community Development Director, 2015
- St. Pete Beach, Florida – Fire Chief, 2015
- St. Petersburg, Florida – City Manager, 2014
- Tampa Bay Area Regional Transit Authority, Florida – Executive Director, 2014
- Temple Terrace, Florida – City Manager, 2016
- Virgin Islands Housing Authority, St. Thomas, VI– Director of Asset Management, 2016

C. Resumes Staff

James L. Mercer, President - Atlanta and Santa Fe Offices; Project Support

Mr. Mercer holds a Master of Business Administration degree from the University of Nevada, Reno, and a Bachelor of Science degree in Industrial Management from the same institution. He has also received a Certificate in Municipal Administration from the University of North Carolina at Chapel Hill and is a graduate of the Executive Development Program at Cornell University. Mr. Mercer is a Certified Management Consultant (CMC) and has more than 25 years of experience in executive search and management consulting. He has authored or co-authored five books and has written more than 250 articles on various management topics. His experience covers the following functional areas: executive search, organization and operations analysis, management systems, productivity improvement, seminars/training, goal setting, strategic planning, privatization, government, consolidation, and general consulting.

Prior to founding The Mercer Group, Inc., Mr. Mercer held positions as President of Mercer, Slavin & Nevins, Inc.; Regional Vice President of Wolfe & Associates, Inc.; Partner and Vice President of Korn/Ferry International; General Manager of Battelle Southern Operations; National Program Director for Public Technology, Inc.; and Assistant City Manager of Raleigh, North Carolina. He has also been President of James Mercer & Associates, Inc., and has served as Director of Government Consulting Services for Coopers & Lybrand in the Southeast and Southwest, and Director of the Industrial Extension Division for Georgia Tech.

3. Karolyn Prince-Mercer, Senior Vice President - Santa Fe Office; Project Support

Ms. Prince-Mercer received her Bachelor of Arts degree in History with minors in Art, Political Science and Education from the University of Nevada. She received her Doctor of Jurisprudence degree from Woodrow Wilson College of Law. She is licensed to practice law in New Mexico and in Georgia. She has practiced law for over 20 years beginning in Georgia. Ms. Prince-Mercer is also qualified to administer and interpret the Myers-Briggs Type Indicator (MBTI) instruments. Ms. Prince-Mercer also specializes in public sector executive search. She has been in management consulting for over eighteen years. She has experience working in executive search and has conducted several City Manager searches. She also has experience with compensation and classification, and with organization and management studies.

4. Time Commitments

The members of our firm have the quality time to devote to this search to meet the City of Cocoa's needs.

II. SERVICES, TIMELINE, AND FEES

Our Firm's Approach, Work Plan, Equal Employment Opportunity Statement, Timeline of Activity Pursuant to Scope of Services and Fees

A. Project Understanding and Approach

It is our understanding that the City of Cocoa is in need of Executive Search Services for a City Manager Recruitment. It is our further understanding that the scope of work, search and recruitment services shall include, but not be limited to, the following:

- Develop the ideal profile for the City Manager position after consultation with the Mayor and City Council and designated staff.
- Develop and implement a marketing strategy, advertising campaign and outreach to best-fit candidates.
- Conduct preliminary interviews and candidate screening.
- Provide written materials, including background reports, and facilitate candidate selection and offer.

The objectives that we will meet in order to find the best qualified candidates for the City Manager position are as follows:

- Conduct needs assessment for the new City Manager.
- Develop a comprehensive position profile.
- Encourage top level people to apply who would otherwise be reluctant to respond to an advertisement.
- Save a considerable amount of the City's time in establishing the position profile and reviewing applicants.
- Comply with appropriate personnel regulations and state laws (i.e., EEO, Affirmative Action and ADA).
- Independently and objectively assess the qualifications and suitability of candidates for the position.
- Respond to all candidate inquiries and produce all correspondence during the search.
- Mail an information packet supplied by the City to all qualified applicants.
- Recommend a pool of finalist candidates to the Mayor and Council.
- Coordinate a community "Meet and Greet" function for the finalist candidates.
- Coordinate finalist candidate interviews with the Mayor and Council.
- Preserve the confidentiality of inquiries to the degree possible under Florida law.
- Assist the Mayor and Council in reaching a final decision.
- Assist in negotiating a compensation package with the successful candidate on behalf of the City.
- Keep the Mayor and Council closely involved in key decisions and informed of our progress.

The scope of the project will be sufficiently broad and in-depth so as to meet the requirements of the City of Cocoa. Our approach and style are interactive; we form a partnership with our client to conduct a project from which the City of Cocoa will benefit through ease of implementation.

B. Work Plan; Outreach, Candidate Screening, Background Work, Interview & Follow Up

We recommend a seven (7)-step search process as follows:

1. **Position Analysis** - Define work relationships, job qualifications and requirements for the position - the "Position Profile".
2. **Recruitment Process** - Recruit State-wide, regionally, and nationally for the position and network to locate qualified candidates.
3. **Resume Review** - Identify qualified candidates.
4. **Candidate Screening** - Thoroughly screen prospective candidates.
5. **Background Investigation** - Thoroughly evaluate prospective candidates.
6. **Interview Process** - Make recommendations and assist in selection.
7. **Negotiation and Follow-up** - Facilitate employment and follow-up to ensure complete integrity of the process.

1. Position Analysis

We will have extensive consultations with Cocoa's Mayor and Council and/or key staff as well as other individuals or groups (as the Mayor and Council wishes) to determine the City's vision/mission, goals and objectives, the needs and issues, requirements of the job, and to obtain information about the environment within which the position functions.

During this process, we will initiate individual interviews with citizen organizations, department heads and key staff, and others of the Mayor and Council's choice to identify expectations, perceptions, and concerns regarding the position. In addition, we will spend a considerable amount of time at the beginning of the process with the Mayor and Council (and others as desired) in order to determine the level of experience and training needed. As noted earlier, The Mercer Group Florida's vast experience make them uniquely qualified to lead this search for the new City Manager.

Based on those meetings, we will prepare a draft position profile and review it with the Mayor and Council in order to arrive at a general agreement regarding the specifications for the position. The final position profile will include information about the City of Cocoa, the Mayor and Council, staff, major issues to be faced, the position, and the selection criteria established.

2. Recruitment Process

Because we have recently completed similar searches, we will first review our database to determine those candidates whom we may already know and/or already have on file who may meet the City's specifications.

Although this process is valuable, we will rely most heavily on our own contacts in the Administration/Management fields and on our own experience. Through "networking", we will conduct a nation-wide search, **while understanding that the preference may be a candidate with Florida experience and/or knowledge**, for the best qualified candidates and invite them to apply for the position.

Based on our discussions with City of Cocoa Mayor and Council, we will place ads in professional journals, online at appropriate websites that specialize in and attract high quality professional and management attention, to encourage applicants to apply.

3. Resume Review

We will review and analyze each applicant's background and experience against the position description criteria. We will acknowledge all resumes received and keep candidates informed.

4. Candidate Screening

Criteria for the preliminary screening will be contained in the approved "Recruitment Profile". They may include such items as education, technical knowledge, experience, accomplishments, management style, personal traits, etc.

Screening of candidates against those criteria will be based on data contained in the resumes and other data provided by the candidates and on our knowledge of the organizations in which they work. At this stage, each must meet the minimum qualifications specified in the Recruitment Profile.

We will be responsible for screening the applications received. This initial screening will be conducted by Mrs. Higginbotham by telephone with the prospective candidate. We will conduct interviews with references who may know the candidate's background and expertise by telephone. Where feasible, we will also conduct personal face-to-face interviews with top candidates.

Once the initial screening is completed, the prospective candidates who most closely match the criteria established by the City of Cocoa will be selected and presented to the Mayor and Council. The output of this step in the process will be a matrix display of the top candidates showing how each rate against the selection criteria established by the Mayor and Council. This matrix will be reviewed with the City of Cocoa Mayor and Council and guidance obtained prior to proceeding. One contingency here is that the Mayor and Council may not approve of any of the candidates. If that should occur, we would, of course, keep searching until the City's needs are clearly met.

5. Background Investigations

As part of our process in evaluating top candidates, we make detailed and extensive reference checks. In conducting these, it is our practice to speak directly to individuals who are now or have previously been in a position to evaluate the candidates' job performance.

We ask each candidate to provide us with a number of references. We then network these references to other persons who know the candidate. In this way, we thoroughly evaluate each candidate. We have had occasion to talk to more than 20 references concerning a single finalist candidate. These references and evaluations are combined to provide frank and objective appraisals of the top candidates. We also verify past employment difficulties, if any, including reasonable due diligence on any legal action filed against current or former employers.

As part of our evaluation process, we verify undergraduate and graduate college degrees. We arrange for credit checks, criminal checks, and, as an additional option, can arrange for psychological (or similar) testing of the candidates that may be desired. As a part of this project we can provide the results of a management style inventory on the finalist candidates. We can also conduct a Myers-Briggs analysis of the team with the new team member for team building purposes (these may be extra cost items). We will present and discuss background investigation criteria with the Mayor and Council who will make the final decision on which candidates to interview.

6. Interview Process

Based on the preceding steps, a recommended list of finalists for the position of City Manager will be compiled. We will prepare a written summary on each finalist. The information will cover, but not be limited to, 1) present position, 2) total years' experience, 3) salary requirements, 4) education, 5) previous positions held, 6) notable projects, 7) management style, 8) skills and abilities, 9) interests, and 10) professional goals.

This information will be presented to the City of Cocoa Mayor and Council in a detailed written format combined with the results of the background investigation and candidate screening. We will make a recommendation on a group of finalists, the size of which as directed by the Mayor and Council. The Mayor and Council shall make the final decision on which and how many candidates will be interviewed.

Our report will be presented in a meeting in which we will discuss our recommendations and provide background information, sample questions and a rating form for the interviews. We will explain which, if any, of the applicants specifically meet the total criteria established by the Mayor and Council or whether the final group simply represents the best available talent.

We will also provide the Mayor and Council with our recommendations relative to timing, sequencing, location, setting, format, and conduct of interviews with the finalists. We will provide information about trends in employment, employment contracts and agreements, relocation expenses, perquisites, appropriate role for spouses, receptions, etc. We will arrange schedules for top candidate interviews and will coordinate the process.

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7. Negotiation and Follow-up

We will also assist in the negotiation process relative to salary, benefits and other conditions of employment. We feel that we can be especially helpful because we have proposed a fixed fee rather than one based on a percentage of salary. One contingency here is that an agreement may not be able to be arranged. If that is the case, we will work with the Mayor and Council to select an alternate candidate.

We will properly handle any and all media relations. Unless otherwise directed, it is our standard practice to tell all media that we are working on behalf of the Mayor and Council and that any public statement should come directly from the Mayor and Council. We will maintain confidentiality of candidate information, as possible, under Florida law.

Finally, we will notify all unsuccessful candidates, who were not recommended for interview with the Mayor and Council, of the final decision reached. However, we suggest that it is more proper for the City to directly notify all unsuccessful candidates, whom they interviewed, of the final result.

We will always keep the City closely informed and involved in decisions concerning the search process. We will prepare and send periodic e-mail updates and progress reports of the search. These reports will contain a progress report on the recruitment and specific steps to be taken to meet the City's deadlines.

Support from the City of Cocoa will be needed, as follows:

- Arranging interviews with the City of Cocoa Mayor and Council, staff and others as desired. Phone calls, face to face, etc
- Providing budget, organization charts and other documents.
- Place of contact and contact person for the search.

C. Equal Employment Opportunity Statement

It is the policy of The Mercer Group, Inc., to assure equal opportunity based on ability and fitness for all employees or applicants considered for our client organizations regardless of race, color, religion, sex, age, marital or veteran's status, national origin, or the presence of any sensory, mental or physical disability. Such policy shall apply, but not be limited to, hiring, placement, job classification, transfer or promotion, demotion, recruitment, advertising or solicitation for employment, rates of pay or other forms of compensation, selection for training, career development, layoff or termination.

This policy shall be disseminated to clients, subcontractors, suppliers and prospective applicants. The intent of this policy will apply to internal operations, recruitment and consulting activities conducted by our firm.

D. <u>Project Schedule and Timeline</u> (*subject to approval by the City of Cocoa)

CITY OF COCOA, FLORIDA
CITY MANAGER SEARCH

PROJECTED TIMELINE	DELIVERABLE
One week following execution of agreement	Kickoff conference with the Mayor and Council via phone or in person
Week One	Consultation with the Mayor and Council, Others (as desired) to: *Develop Characteristics & Attributes of a Successful Candidate. *Develop Compensation Package and Job Description
Week Three	Approve Recruitment Materials
Week Three - Search Officially Opens	Access Data Base for Targeted Recruitment of Qualified Individuals Ads Placed
Weeks Three through Seven	Send Recruitment Materials Invitation Letter
Weeks Three through Seven	Outreach Telephone Calls
As received	Acknowledge Receipt of Application Materials
Week Seven	Closing Date for Receipt of Applications
Ongoing through Week Seven	Screen Applications Against Selection Criteria Consultant Interviews of Top Candidates
Week Eight	Confer with the Mayor and Council to Review Top Candidates and assist in the selection of Finalists.
Weeks Nine & Ten	Conduct Reference and Background Checks
Week Ten	Send Interview Guide to the Mayor and Council of Selected Finalists
Week Eleven/Twelve	Community Meet & Greet (as desired) Conduct Interviews of Selected Finalists
Week Eleven/Twelve	Make Selection
Week Eleven/Twelve	Negotiate Agreement
At close of search process	Notify Candidates Not Selected

E. <u>Cost Proposal for Professional Recruitment Services for City Manager</u>

The Mercer Group, Inc. proposes a **total flat rate Professional Fee for the Executive Search/Recruitment Services of <u>$17,750, including expenses</u>.** There will be **NO additional fees or expenses paid to The Mercer Group, Inc. for our services.** Items and related costs for our services are as follows:

SERVICES	**FEE**
Position Analysis	2,750
Outreach Campaign	2,750
Resume Review	2,875
Candidate Screening	2,875
Background Investigation	3,750
Interview Process	2,250
Negotiation and Follow-up	500
TOTAL FEE	**$17,750**

The costs for final candidates to travel to Cocoa for interviews, as the Mayor and Council desires, **are not included**. Such costs are normally paid by the client on a reimbursement basis, directly to the candidates. These costs are difficult to estimate because they depend on where the candidates are located. In general, costs run about $600 to $750 per person.

Cocoa's liability to The Mercer Group, Inc. for services rendered, including expenses, under our agreement **will not exceed the agreed upon price as stated above.**

We will submit regular invoices for our fees. It is our practice to bill one-third at the start of the search, one-third upon delivery of the semi-finalist application materials, and one-third upon selection of the successful candidate.

We will comply with all applicable laws, rules and regulations of federal, state and local government entities.

Our ability to carry out the work required will be heavily dependent upon our past experience in providing similar services to others, and we expect to continue such work in the future. We will, to the degree possible, preserve the confidential nature of any information received from you or developed during the work in accordance with our professional standards.

We assure you that we will devote our best efforts to carrying out the engagement. The results obtained, our recommendations and any written material provided by us will represent our best judgment based on the information available to us. Our liability, if any, will not be greater than the amount paid to us for the services rendered.

The hourly rate for any services the City might request outside the scope of items set forth in this proposal is $150.00 per hour.

This document constitutes the agreement between us. It cannot be modified except in writing by both parties. Our agreement will be interpreted according to the laws of the State of Florida.

THE MERCER GROUP, INC.

GUARANTEES

F. <u>The ten (10) guarantees of our search work are explained below:</u>

1. **Client Organization:** The client is defined as the entire entity, including all departments, divisions, sections and groups. This assures that all our guarantees apply to the entire client organization.

2. **Two-Year Off Limits:** We will not recruit candidates from a client organization for two years after completion of a search assignment without the full agreement of the client.

3. **Placement Off Limits Forever:** We will never recruit a candidate whom we have placed in a client organization as long as he/she is employed by that organization without the full agreement of the client.

4. **Continue the Search:** If, for any reason, the client does not feel comfortable selecting a candidate from our original recommended group of candidates, we will continue the search until the client can make a selection.

5. **Replacement of Successful Candidate:** If the candidate we place with the client leaves the client organization for any reason during the 12-month period following the date of placement with the client, we will replace the candidate for out-of-pocket expenses only and **there will be no professional fees** charged by The Mercer Group to make the new placement.

6. **Parallel Candidate Presentation:** We will not present a candidate simultaneously to more than one client. This permits our firm to represent one client organization without any conflicts of interest.

7. **Client Conflicts:** If asked, we will disclose to our clients the names of the organizations which are "Off Limits" that logically would be target organizations on the new search assignment.

8. **Deceptive/Misleading Search Techniques:** We commit to our clients and to our prospective candidates that we will not use any search techniques which may be considered as deceptive or misleading.

9. **Resume Floating:** We will not float resumes to organizations in the hopes that we can collect a fee if that individual is hired.

10. **Not Represent Individuals:** We assure our clients and individuals who may become candidates that we will not collect a fee from candidates whom we may recommend for a position.

G. Additional Activities that Might be Helpful to the Recruitment and Selection Process

As noted above, we can provide the results of a Management Style Inventory on the finalist candidates. We can also conduct a Myers-Briggs analysis of the team with the new team member for team building purposes. (These would be extra cost items.)

H. Proposal Acceptance

This March 20, 2020, proposal is accepted for the City of Cocoa by:

SIGNATURE:

NAME:

TITLE:

DATE:

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I. Sample Agreement

AGREEMENT

This AGREEMENT, made as of this 20th day of March , 2020, by and between **THE MERCER GROUP, INC. dba MERCER GROUP FLORIDA, LLC** and the City of Cocoa , a governmental corporation.

WITNESSETH:

WHEREAS, Cocoa, Florida (hereinafter referred to as the "City") has expressed an interest in engaging the services of an executive recruiter to conduct a search for a City Manager for the City

WHEREAS, The Mercer Group, Inc. (hereinafter referred to as "Mercer") has submitted a proposal in response to the City's request; and

WHEREAS, the City has selected Mercer's proposal as the proposal which best meets its needs and the City desires to hire Mercer to conduct the City 's search for a new City Manager, and

WHEREAS, Mercer desires to assist the City in conducting the City's search for a City Manager.

NOW THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties hereto, Mercer and the City of Cocoa hereby agree as follows:

1. Mercer agrees to provide services and support to the City in the conduct of the City 's search for a City Manager. Mercer agrees to conduct the City 's project in accordance with the scope of services outlined in its Proposal to the City dated March 20, 2020, in response to the City 's request. Mercer's proposal is incorporated by reference and thus made a part of this Agreement.

2. The City agrees to compensate Mercer for its services in the amount of **$17,750.00** for professional services to conduct the search. Payments to Mercer are to be made as outlined in Mercer's proposal to the City to Mercer Group Florida LLC.

3. The City and Mercer both agree that this Agreement shall be governed by the laws of the State of Florida.

4. SUNSHINE LAW. As Mercer's role is to screen applications and make recommendations for the position of City Manager, Mercer acknowledges that it will be subject to, and will comply with, Chapter 286, Florida Statutes.

Agreement, Continued:

5. PUBLIC RECORDS. Mercer shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Mercer shall (a) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service under the contract; (b) provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Mercer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

6. The City and Mercer both agree that in the event any dispute arises between the parties, the complaining party shall promptly notify the other of the dispute in writing. Each party shall respond to the other party in writing within ten (10) working days of receipt of such notice.

7. The City and Mercer both agree that any amendments to this Agreement shall be made in writing and executed by both parties. No proposed amendment which is not in writing and executed by both parties shall affect the terms of this Agreement.

8. The parties shall have the right at either party's convenience to terminate this Agreement following five (5) days written notice to the affected party. Should either party terminate this Agreement the City shall only be obligated to pay Mercer for those services already provided.

CITY OF COCOA, FLORIDA

BY:

ATTEST:

THE MERCER GROUP, INC.

BY:

Dona Higginbotham
Senior Vice President

III. REFERENCES

George R. Keller, Assistant City Manager for Finance and Administration
City of Hollywood; population 145,000
2600 Hollywood Boulevard
Hollywood, FL 33022
Phone: 954-921-3201
gkeller@hollywoodfl.org
Director of Financial Services Search – 2017
Director of Parks, Recreation & Cultural Arts – 2019

Deborah Robinson
The Office of Human Resources City of Palatka
City of Palatka; population 10,389
201 N 2nd Street Palatka, FL 32177
Phone: 386-328-0100 ext 218
drobinson@palatka-fl.gov
www.cityofpalatka.com

William P. Shanahan, Jr. MPA - CM
The Office of City Manager, City of Palatka
City of Palatka; population 10,389
201 N 2nd Street Palatka, FL 32177
Phone: 386-328-0100
bshanahan@palatka-fl.gov
www.cityofpalatka.com

IV. CITY/COUNTY MANAGERS & ADMINISTRATORS

The Following Lists of Searches are limited to CITY/ COUNTY MANAGERS & ADMINISTRATORS to avoid the lists being voluminous.

CITY	STATE	POSITION	YEAR
A			
Alachua	Florida	City Manager	2001
Alamogordo	New Mexico	City Manager	2009
Albany	Georgia	Assistant City Manager	2000
Angel Fire	New Mexico	Town Administrator	2000
Angel Fire	New Mexico	Village Manager	2011
Andrews	Texas	City Manager	2000
Ann Arbor	Michigan	City Administrator	1988
Ann Arbor	Michigan	City Administrator	1995
Ann Arbor	Michigan	City Administrator	2001
Arkansas City	Kansas	City Manager	2006
Arlington	Texas	City Manager	2011
Aspen	Colorado	City Manager	1989
Athens/Clarke County Unified Government	Georgia	Manager	1995
Athens/Clarke County Unified Government	Georgia	Manager	2000
Augusta	Georgia	Administrator	2014
Aurora	Colorado	City Manager	1989
Austin	Texas	City Manager	1988
Avondale	Arizona	City Manager	2000
Aztec	New Mexico	City Manager	2009
B			
Bangor	Maine	City Manager	2010
Barrington	Illinois	Village Manager	1998
Bay City	Illinois	City Manager	2003
Beavercreek	Ohio	City Manager	2003
Beacon	New York	City Administrator	2015
Belding	Michigan	City Manager	1999
Bellaire	Texas	City Manager	1996
Billings	Montana	City Administrator	2017
Billings	Montana	City Administrator	2006
Billings	Montana	City Administrator	2003
Billings	Montana	City Administrator	1999
Billings	Montana	Assistant City Administrator	2003
Billings	Montana	Deputy City Administrator	2003
Birmingham	Michigan	City Manager	2010
Bloomfield	New Mexico	City Manager	2010
Bloomfield Hills	Michigan	City Manager	2006
Bloomfield Hills	Michigan	City Manager	2001

CITY	STATE	POSITION	YEAR
Boca Raton	Florida	Assistant City Manager	1989
Boulder	Colorado	City Manager	2008
Boulder	Colorado	City Manager	2002
Bowie	Maryland	City Manager	2016
Boynton Beach	Florida	City Manager	1999
Bridgeport	Texas	City Administrator	2010
Bristol	Tennessee	City Manager	2013
Bryan	Texas	City Manager	2006
C			
Cairo	Georgia	City Manager	1995
Canadian	Texas	City Manager	2010
Cape Coral	Florida	City Manager	1996
Carpentersville	Illinois	Village Manager	2001
Carrboro	North Carolina	Town Manager	2003
Casa Grande	Arizona	City Manager	2003
Casselberry	Florida	City Manager	2003
Centennial	Colorado	City Manager	2007
Centennial	Colorado	City Manager	2001
Centennial	Colorado	Assistant City Manager	2006
Champaign	Illinois	Assistant City Manager	2007
Charlotte	North Carolina	City Manager	2008
Charlotte	North Carolina	City Manager	1996
Charlotte	North Carolina	City Manager	1981
Charlotte	North Carolina	Deputy City Manager	2000
Chesapeake	Virginia	City Manager	2012
Chesapeake	Virginia	City Manager	2009
Chesapeake	Virginia	City Manager	2006
Chesapeake	Virginia	City Manager	1996
Chesapeake Beach	Maryland	Town Administrator	2014
Clayton	Missouri	City Manager	2003
Cleburne	Texas	City Manager	2011
Cleveland	Tennessee	City Manager	2016
Clifton Forge	Virginia	City Manager	2006
Cloverdale	California	City Manager	2001
College Park	Georgia	City Manager	2013
College Park	Georgia	City Manager	2008
College Park	Georgia	City Manager	2002
College Park	Maryland	City Manager	2015
College Park	Maryland	City Manager	2004
College Park	Maryland	City Manager	2002
College Station	Texas	City Manager	2006
College Station	Texas	Assistant City Manager (2)	2006
Colma	California	City Manager	1998
Columbia	South Carolina	City Manager	2009

CITY	STATE	POSITION	YEAR
Columbia	South Carolina	City Manager	1997
Columbus	Georgia	City Manager	1995
Concord	North Carolina	City Manager	1999
Coral Springs	Florida	Assistant City Manager	2000
Cotati	California	City Manager	1997
Coventry	Rhode Island	Town Manager	2015
Covington	Georgia	City Manager	2013
Covington	Washington	City Manager	2006
Creedmoor	North Carolina	City Manager	2015
Culpeper	Virginia	Town Manager	2000
D			
Daly City	California	Assistant City Manager	1995
Danville	Kentucky	City Manager	2011
Danville	Virginia	City Manager	2008
Danville	Virginia	City Manager	1999
Davie	Florida	Town Administrator	1999
Dayton	Ohio	Assistant City Manager/Operations	2007
Dayton	Ohio	Assistant City Manager/Economic Development Assistant	2007
Dayton	Ohio	City Manager	2006
Decatur	Illinois	City Manager	2008
Decatur	Illinois	City Manager	1987
Deerfield Beach	Florida	City Manager	1989
DeKalb	Illinois	City Manager	1998
Delaware	Ohio	City Manager	1998
Delray Beach	Florida	City Manager	2017
Delray Beach	Florida	City Manager	1986
Delta	Colorado	City Manager	2015
Deltona	Florida	City Manager	2015
Derby	Kansas	City Manager	2001
Des Moines	Iowa	City Manager	2014
Dothan	Alabama	City Manager	2002
Downer's Grove	Illinois	Village Manager	2005
Dublin	Ohio	City Manager	2008
Durham	North Carolina	City Manager	2008
Durham	North Carolina	City Manager	2004
E			
East Point	Georgia	City Manager	2014
East Point	Georgia	City Manager	2012
East Point	Georgia	City Manager	1999
East Point	Georgia	City Manager	1996
Eau Claire	Wisconsin	City Manager	2006

CITY	STATE	POSITION	YEAR
Elkhart	Kansas	City Administrator	2000
Eloy	Arizona	City Manager	2000
El Paso	Texas	City Manager	2004
El Reno	Oklahoma	City Manager	2006
Enid	Oklahoma	City Manager	1997
Encinitas	California	City Manager	1999
Erie	Colorado	Town Administrator	2011
Espanola	New Mexico	City Manager	2008
Estes Park	Colorado	Town Administrator	2011
Eustis	Florida	City Manager	2007
Evanston	Illinois	City Manager	1996
F			
Fairfield	Iowa	City Administrator	2010
Fairmont	Minnesota	City Administrator	1988
Fayetteville	North Carolina	City Manager	2008
Federal Heights	Colorado	City Manager	2007
Federal Heights	Colorado	City Manager	2004
Federal Way	Washington	City Manager	1999
Flint	Michigan	City Manager	2001
Florence	South Carolina	City Manager	2011
Florence	South Carolina	City Manager	1996
Fort Lauderdale	Florida	City Manager	1998
Fort Smith	Arkansas	City Administrator	2008
Fort Smith	Arkansas	City Administrator	2006
Fountain Hills	Arizona	Town Manager	2011
Fountain Hills	Arizona	Town Manager	2002
Frankfort	Kentucky	City Manager	2003
Franklin Village	Michigan	Village Administrator	1998
G			
Gainesville	Florida	City Manager	2005
Gainesville	Florida	City Manager	1995
Galesburg	Illinois	City Manager	2006
Gastonia	North Carolina	City Manager	2007
Glen Ellyn	Illinois	Village Manager	2008
Glen Ellyn	Illinois	Village Manager	2006
Glencoe	Illinois	Village Manager	2000
Glendale	Arizona	Assistant City Manager	2010
Glendale	Arizona	Deputy City Manager-2	2004
Glenview	Illinois	Village Manager	2004
Glenwood	Illinois	Village Administrator	2008
Glenn Heights	Texas	City Manager	2006
Goldsboro	North Carolina	City Manager	2011
Goldsboro	North Carolina	City Manager	2004

CITY	STATE	POSITION	YEAR
Goodyear	Arizona	City Manager	2007
Grand Island	Nebraska	City Administrator	2007
Grand Ledge	Michigan	City Administrator	1999
Granville	Ohio	Village Manager	2005
Great Falls	Montana	Deputy City Manager	2006
Greeley	Colorado	Deputy City Manager	2006
Green Cove Springs	Florida	City Manager	1997
Greenfield	California	City Manager	1998
Greenville	North Carolina	City Manager	2007
Gulfport	Florida	City Manager	2003
Gulfport	Florida	City Manager	1989
GVR Metropolitan District, Green Valley Ranch - Denver	Colorado	District Manager	2008
H			
Hampton	Virginia	City Manager	2009
Hampton	Virginia	City Manager	1984
Hartford	Vermont	Town Manager	2015
Healdsburg	California	City Manager	1995
Highland Park	Michigan	Interim City Manager	2002-2003
Hobbs	New Mexico	City Manager	2002
Holland	Michigan	City Manager	2001
Howell	Michigan	Deputy City Manager for Financial Services	2004
Huber Heights	Ohio	City Manager	2000
Hudson	Ohio	City Manager	1997
Hyattsville	Maryland	City Administrator	2010
I			
Indian Rocks Beach	Florida	City Manager	1997
Indian Rocks Beach	Florida	Interim City Manager	2005
Indian Trail	North Carolina	Town Manager	2009
J			
Jackson	Michigan	City Manager	2004
Jackson	Michigan	City Manager	1996
Jacksonville	North Carolina	City Manager	2010
Jacksonville	North Carolina	City Manager	2005
Jacksonville	North Carolina	City Manager	1998
Jacksonville	North Carolina	Assistant City Manager	2007
Johns Creek	Georgia	City Manager	2006
Johnson City	Tennessee	City Manager	2005
Joplin	Missouri	City Manager	2014
Joplin	Missouri	City Manager	2004

CITY	STATE	POSITION	YEAR
K			
Kent	Ohio	City Manager	2005
Kent	Ohio	City Manager	1997
Key Biscayne	Florida	Village Manager	2018
Kiawah Island	South Carolina	Town Administrator	2015
Kingsport	Tennessee	City Manager	1999
L			
Lakeland	Florida	City Manager	2003
Lakeland	Florida	Assistant to the City Manager	2004
Lakeport	California	City Manager	2001
Lake Worth	Florida	City Manager	2009
Las Cruces	New Mexico	City Manager	2016
Las Vegas	New Mexico	City Manager	2009
Laurinburg,	North Carolina	City Manager	1999
Lapeer	Michigan	City Manager	2002
Largo	Florida	City Manager	2016
League City	Texas	City Manager	2012
League City	Texas	City Administrator	2009
League City	Texas	Assistant City Manager for Public Works	2009
League City	Texas	City Administrator	2004
Lebanon	New Hampshire	City Manager	2015
Lee's Summit	Missouri	City Manager	2008
Liberty	Texas	City Manager	2007
Littleton	Colorado	City Manager	2011
Livermore	California	City Manager	2000
Longboat Key	Florida	Town Manager	1997
Longboat Key	Florida	Town Manager	1993
Longboat Key	Florida	Assistant Town Manager	1996
Los Altos	California	City Manager	1998
Los Angeles	California	Chief Legislative Analyst	2005
Louisville	Ohio	City Manager	2001
M			
Macon	Georgia	Chief Administrative Officer	2008
Manistee	Michigan	City Manager	2001
Marco Island	Florida	City Manager	2017
Marco Island	Florida	City Manager	2004
Martinsville	Virginia	City Manager	2004
Mason	Ohio	City Manager	2006
Matthews	North Carolina	Town Manager	2002
McAlester	Oklahoma	City Manager	2006
McKinney	Texas	Assistant City Manager	2006
Melbourne	Florida	City Manager	2002

CITY	STATE	POSITION	YEAR
Middletown	Ohio	City Manager	1984
Middletown	Pennsylvania	Borough Manager	2001
Midland	Texas	City Manager	2008
Mill Valley	California	City Manager	1999
Milliken	Colorado	Town Administrator	2014
Minnetonka	Minnesota	City Manager	2000
Minster	Ohio	Village Administrator	1986
Monroe	Michigan	City Manager	1992
Monmouth	Illinois	City Administrator	2007
Montgomery	Illinois	Village Manager	2000
Mooresville	North Carolina	Town Manager	2008
Morgan Hill	California	City Manager	1996
Mound	Minnesota	City Manager	2000
Mount Holly	North Carolina	City Manager	2007
Muscatine	Iowa	City Administrator	2009
N			
Naples	Florida	City Manager	2007
Naples	Florida	City Manager	2003
Negaunee	Michigan	City Manager	2004
Newburgh	New York	City Manager	2010
Newport News	Virginia	City Manager	2005
New Carrollton	Maryland	City Administrative Officer	2016
New Shoreham	Rhode Island	Town Manager	2016
Norfolk	Virginia	City Manager	1999
North Miami	Florida	City Manager	2002
Northglenn	Colorado	City Manager	2001
Northville Township	Michigan	City Manager	1999
North Myrtle Beach	South Carolina	City Manager	2010
North Myrtle Beach	South Carolina	City Manager	2003
North Myrtle Beach	South Carolina	City Manager	1997
North Myrtle Beach	South Carolina	Assistant City Manager	2008
North Port	Florida	Assistant City Manager	2003
North Port	Florida	Assistant City Manager	2002
Novato	California	Assistant City Manager	2002
O			
Oak Ridge	Tennessee	City Manager	2010
Oak Ridge	Tennessee	City Manager	2003
Oakland Park	Florida	Assistant City Manager	2004
Oakland Park	Florida	Assistant City Manager	2002
Oklahoma City	Oklahoma	City Manager	1986
Oneonta	New York	City Manager	2012
Orlando	Florida	Chief Administrative Officer	2005
Overland Park	Kansas	City Manager	2010

CITY	STATE	POSITION	YEAR
Oxford	North Carolina	City Manager	2017
Oxford	Ohio	City Manager	2007
Oxnard	California	City Manager	1997
P			
Pagosa Springs	Colorado	Town Manager	2008
Parker	Colorado	Town Administrator	2005
Peoria	Illinois	City Manager	2008
Payson,	Arizona	Town Manager	2002
Petaluma	California	City Manager	1996
Petoskey	Michigan	City Manager	2014
Phoenix	Arizona	City Manager	1989
Piqua	Ohio	City Manager	2005
Pittsburg	Kansas	City Manager	2012
Plainview	Texas	City Manager	2003
Plant City	Florida	City Manager	2014
Pocomoke City	Maryland	City Manager	2015
Pompano Beach	Florida	City Manager	2009
Ponce Inlet	Florida	Town Manager	2001
Port Arthur	Texas	City Manager	2011
Port Huron	Michigan	City Manager	1997
Port Orange	Florida	City Manager	2015
Portsmouth	Virginia	City Manager	2015
Portsmouth	Virginia	Deputy City Manager	2015
Portsmouth	Virginia	City Manager	2000
Portsmouth	Virginia	City Manager	2009
Poughkeepsie	New York	City Administrator	2016
Powder Springs	Georgia	City Manager	2006
Prairie Village	Kansas	City Administrator	2007
Punta Gorda	Florida	City Manager	2004
Punta Gorda	Florida	City Manager	1998
Punta Gorda	Florida	City Manager	1995
Q			
Questa	New Mexico	City Manager	2011
R			
Raleigh	North Carolina	City Manager	2000
Raton	New Mexico	City Manager	2011
Reading	Pennsylvania	Managing Director	2003
Reno	Nevada	City Manager	1995
Richland	Washington	City Manager	2007
Richland	Washington	City Manager	2000
Richland	Washington	City Manager	1998
Richmond	Michigan	City Manager	1998

CITY	STATE	POSITION	YEAR
Richmond	Virginia	Chief Administrative Officer	2009
Rio Rancho	New Mexico	City Administrator	2003
Roanoke	Virginia	City Manager	1999
Rock Hill	South Carolina	City Manager	2001
Rock Hill	South Carolina	City Manager	1993
Rocky Hill	Connecticut	Town Manager	2014
Rockport	Texas	City Manager	2011
Rockville	Maryland	City Manager	1998
Rosenberg	Texas	City Manager	2015
S			
Safety Harbor	Florida	City Manager	2006
Saint Clair Shores	Michigan	City Manager	2013
Sandy Springs	Georgia	City Manager	2005
San Diego	California	Deputy City Manager	1988
San Diego	California	City Manager	2000
San Rafael	California	City Manager	1996
Santa Rosa	California	City Manager	2000
Sarasota	Florida	City Manager	2007
Sarasota	Florida	City Manager	1986
Saratoga	California	City Manager	2000
Saratoga	California	City Manager	1997
Savannah	Georgia	City Manager	1994
Scottsdale	Arizona	City Manager	2016
Sheridan	Colorado	City Manager	2011
Snellville	Georgia	City Manager	2008
Solana Beach	California	City Manager	2002
South Brunswick Township	New Jersey	Town Administrator	1987
South Haven	Michigan	City Manager	1999
Southlake	Texas	Assistant City Manager	2005
South Miami	Florida	City Manager	2010
South Miami	Florida	City Manager	2003
Southfield	Michigan	City Administrator	1999
Sparks	Nevada	City Manager	1989
Spartanburg	South Carolina	City Manager	2001
Spartanburg	South Carolina	City Manager	1995
Spartanburg	South Carolina	City Manager	1984
St. Cloud	Florida	City Manager	2015
St. Pete Beach	Florida	City Manager	2001
St. Petersburg	Florida	City Manager Public Works	1988
Suffolk	Virginia	City Manager	2002
Sun'n Lake Sebring Improvement District	Florida	General Manager	2006

CITY	STATE	POSITION	YEAR
Sun'n Lake Sebring Improvement District	Florida	General Manager	2004
Sun'n Lake Sebring Improvement District	Florida	General Manager	2002
Sunrise	Florida	City Manager	1989
Sun Valley	Idaho	City Administrator	2012
Superior	Colorado	Town Manager	2006
Swartz Creek	Michigan	City Manager	2000
T			
Taos	New Mexico	City Manager	2012
Takoma Park	Maryland	City Manager	2015
Takoma Park	Maryland	City Manager	2013
Takoma Park	Maryland	City Manager	2004
Talladega	Alabama	City Manager	2008
Talladega	Alabama	City Manager	2003
Tallahassee	Florida	City Manager	1994
Temple	Texas	City Manager	2004
Temple Terrace	Florida	City Manager	2016
The Sea Ranch	California	Community Manager	2002
Tiburon	California	City Manager	2000
Tifton	Georgia	City Manager	2007
Tifton	Georgia	City Manager	1996
Timnath	Colorado	Town Manager	2011
Tipp City	Ohio	City Manager	2008
Topeka	Kansas	Chief Administrative Officer	2002
Tracy	California	Deputy City Manager	1999
Traverse City	Michigan	City Manager	1987
Treasure Island	Florida	City Manager	2004
Treasure Island	Florida	City Manager	1996
Trophy Club	Texas	Town Manager	2010
Troy	Michigan	City Manager	2012
Tucson	Arizona	City Manager	2004
U			
Union City	California	City Manager	1995
Union City	Georgia	City Administrator	2007
University City	Missouri	City Manager	2005
V			
Vero Beach	Florida	City Manager	2004
Virginia Beach	Virginia	City Manager	1991
Virginia Beach	Virginia	Deputy City Manager	1987

CITY	STATE	POSITION	YEAR
Wentzville	Missouri	City Administrator	2013
Wentzville	Missouri	City Administrator	2012
Westminster	Colorado	City Manager	2000
Westminster	Maryland	City Administrator	2016
Westminster	Maryland	City Administrator	2006
West Palm Beach	Florida	City Manager	1988
Westerville	Ohio	City Manager	2007
White House	Tennessee	City Administrator	2012
White House	Tennessee	City Administrator	2005
Wichita	Kansas	City Manager	2008
Wichita Falls	Texas	City Manager	2005
Wilmington	North Carolina	City Manager	2002
Wilmington	North Carolina	Deputy City Manager	2003
Wilson	North Carolina	City Manager	2004
Winchester	Virginia	City Manager	2011
Winter Haven	Florida	City Manager	2001
Winter Haven	Florida	City Manager	1986
Woodstock	Georgia	City Manager	2008
Worcester	Massachusetts	City Manager	1993
Worthington	Minnesota	City Manager	1988
Worthington	Ohio	City Manager	2007
Wylie	Texas	City Manager	2004
Y			
Yankton	South Dakota	City Manager	2012
York	Pennsylvania	Business Administrator & Assistant Solicitor	2000

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COUNTY	STATE	POSITION	YEAR
Alachua County	Florida	County Manager	1999
Alachua County	Florida	County Manager	1984
Arapahoe County	Colorado	County Administrator	1999
Archuleta County	Colorado	County Administrator	2013
Athens/Clarke County Unified Government	Georgia	Manager	1995
Athens/Clarke County Unified Government	Georgia	Manager	2001
Beaufort County	South Carolina	County Administrator	1992
Bernalillo County	New Mexico	County Manager	2011
Brevard County	Florida	County Manager	2017
Broward County, Florida	Florida	Assistant to the County Administrator for Affordable Housing	2004
Charleston County	South Carolina	County Administrator	2008
Charleston County	South Carolina	County Administrator	1998
Charlotte County	Florida	County Administrator	2002
Charlotte County	Florida	County Administrator	1995
Chesterfield County	Virginia	County Administrator	1983
Citrus County,	Florida	County Administrator	2014
Clarke County	Georgia	County Administrator	1984
Collier County	Florida	County Administrator	2000
Cumberland County	North Carolina	County Manager	2014
DeSoto County	Florida	County Administrator	2005
Forsyth County	Georgia	County Manager	2017
Gaston County	North Carolina	County Administrator	2013
Grady County	Georgia	County Administrator	1999
Gwinnett County	Georgia	County Manager	1987
Gwinnett County	Georgia	Executive Assistant to the Board	1985
Hamilton County	Ohio	County Administrator	2005
Henry County	Georgia	County Administrator	1984
Hernando County	Florida	County Administrator	2000
Hillsborough County	Florida	County Administrator	1986
Hillsborough County	Florida	Deputy County Administrator	2004
Hillsborough County	Florida	Assistant County Admin. Human Services	2004
Hillsborough County	Florida	Assistant County Admin. Development & Infrastructure	2006
Horry County	South Carolina	County Administrator	2009
Indian River County	Florida	County Administrator	1987

COUNTY	STATE	POSITION	YEAR
Jackson County	Missouri	Chief Administrative Officer	2007
Jackson County	Missouri	Deputy Chief Administrative Officer	2007
Johnson County	Kansas	County Administrator	1998
Lee County	Virginia	County Administrator	1991
Leon County	Florida	County Administrator	1989
Leon County	Florida	Assistant County Administrator	1989
Long County	Georgia	County Administrator	2008
Los Alamos County	New Mexico	County Administrator	2003
Los Alamos County	New Mexico	County Administrator	1998
Lowndes County	Georgia	County Manager	2001
Manatee County	Florida	County Administrator	1993
Manatee County	Florida	County Administrator	1984
Martin County	Florida	Assistant County Administrator	2006
Mesa County	Colorado	County Administrator	2011
Northampton County	Virginia	County Administrator	1999
Nye County	Nevada	County Manager	1998
Oconee County	South Carolina	County Administrator	2010
Orange County	North Carolina	County Manager	2009
Orange County	North Carolina	County Manager	2006
Orange County	North Carolina	County Manager	1987
Osceola County	Florida	County Administrator	2003
Palm Beach County	Florida	County Administrator	1985
Park County	Colorado	County Administrator	2011
Pickens County	South Carolina	County Administrator	2016
Pinal County	Arizona	County Manager	2013
Polk County	Florida	County Administrator	1989
Powhatan County	Virginia	County Administrator	2017
Prince William County	Virginia	County Executive	1990
Ramsey County	Minnesota	County Manager	1999
Richland County	South Carolina	County Administrator	2016
Richland County	South Carolina	County Administrator	2006
St. Louis County	Minnesota	County Administrator	1987
Santa Rosa County	Florida	County Administrator	1988
Sarasota County	Florida	County Administrator	2011
Spartanburg County	South Carolina	County Administrator	1999
Stafford County	Virginia	County Administrator	2001
Summit County	Colorado	County Administrator	2007
Summit County	Colorado	County Administrator	2001
Sumter County	Florida	County Administrator	2011
Sumter County	Florida	County Administrator	2005

COUNTY	STATE	POSITION	YEAR
Sumter County	Florida	Interim Assistant County Administrator/Admin. Services Dir.	2006
Sumter County	Georgia	County Administrator	2011
Union County	North Carolina	County Manager	2008
Union County	North Carolina	County Manager	2001
Union County	North Carolina	Assistant County Manager	2007
Volusia County	Florida	County Manager	1995
Wise County	Virginia	County Administrator	2001

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Mercer Group Florida LLC

Consultants To Management

March 20, 2020

The Mercer Group, Inc. dba Mercer Group Florida understands the City of Cocoa, Florida wishes to engage the services of an executive search firm to conduct a national and regional search and recruitment for a City Manager.

The Mercer Group, Inc. has been in operation for over twenty-eight years with corporate headquarters in Atlanta and branch offices in thirteen (13) states, including **Volusia County Florida.**

The Mercer Group, Florida is an independent management consulting firm incorporated in the State of Florida since 2010, incorporating to Mercer Group Florida, LLC in August 2017, a **minority owned LLC.** The firm has conducted business under the name The Mercer Group, Inc. since February 1990 and Mercer Group Florida, in Florida since June 2010 and is registered with the Florida Department of State.

The Mercer Group Florida proposes a **total flat fee, including all expenses, for the Executive Search/Recruitment Services for CITY MANAGER as a fixed amount of $17,750**, with a 12-week timeframe, as listed on the following page. For a multiple search, subsequent search for Police Chief would be discounted to $14,250.00 FLAT FEE, for a total of $32,000.00 for both searches.

SERVICES	FEE
Position Analysis	**2,750**
Outreach Campaign	**2,750**
Resume Review	**2,875**
Candidate Screening	**2,875**
Background Investigation	**3,750**
Interview Process	**2,250**
Negotiation and Follow-up	**500**
TOTAL FEE	**$17,750**

The costs for final candidates to travel to Cocoa for interviews, as the Mayor and Council desires, **are not included.** Such costs are normally paid by the client on a reimbursement basis, directly to the candidates. These costs are difficult to estimate because they depend on where the candidates are located. In general, costs run about $600 to $750 per person.

PROJECTED TIMELINE	DELIVERABLE
One week following execution of agreement	Kickoff conference with the Mayor and Council
Week One	Consultation with the Mayor and Council, Others (as desired) to: *Develop Characteristics & Attributes of a Successful Candidate. *Develop Compensation Package and Job Description
Week Three	Approve Recruitment Materials
Week Three - Search Officially Opens	Access Data Base for Targeted Recruitment of Qualified Individuals Ads Placed
Weeks Three through Seven	Send Recruitment Materials Invitation Letter
Weeks Three through Seven	Outreach Telephone Calls
As received	Acknowledge Receipt of Application Materials
Week Seven	Closing Date for Receipt of Applications
Ongoing through Week Seven	Screen Applications Against Selection Criteria Consultant Interviews of Top Candidates
Week Eight	Confer with the Mayor and Council to Review Top Candidates and assist in the selection of Finalists.
Weeks Nine & Ten	Conduct Reference and Background Checks
Week Ten	Send Interview Guide to the Mayor and Council of Selected Finalists
Week Eleven/Twelve	Community Meet & Greet (as desired) Conduct Interviews of Selected Finalists
Week Eleven/Twelve	Make Selection
Week Eleven/Twelve	Negotiate Agreement
At close of search process	Notify Candidates Not Selected

The Mercer Group, Inc. is pleased to assist the City to recruit exceptionally well-qualified candidates for the position of City Manager. If selected, we will have no difficulty beginning immediately to ensure a smooth process. The scope of work and search and recruitment services shall include, but not be limited to, the following:

- Development of Candidate Profile and Recruitment.
- Production of Recruitment materials regarding the community, amenities and leaders
- Strategic Outreach to best-fit candidates and Advertising Campaign.
- Candidate Screening and short list.
- Coordinate site visit and interviews as needed.
- Candidate selection, background and offer.
- Appointment of candidate and follow-up.

The objectives we will meet in order to find the best qualified candidates for the City Manager position are as follows:

- To conduct needs assessment for the new City Manager
- To develop a comprehensive position profile.
- To encourage top level people to apply who would otherwise be reluctant to respond to an advertisement.
- To save a considerable amount of the City's time in establishing a position profile and reviewing applicants.
- To comply with appropriate personnel regulations and state laws (i.e., EEO, Affirmative Action and ADA).
- To independently and objectively assess the qualifications and suitability of candidates for the position.
- To respond to all candidate inquiries and produce all correspondence during the search.
- To mail an information packet supplied by the Town to all qualified applicants.
- To recommend a pool of finalist candidates.
- To coordinate finalist candidate interviews.
- To preserve the confidentiality of inquiries to the degree possible under Florida law.
- To assist the City in reaching a final decision.
- To keep the designated parties closely involved in key decisions and informed of our progress.

The purpose for engaging the services of an executive search firm is to seek out and recruit experienced candidates and to assist the City in selecting highly qualified individuals who meet the profile and needs of the City who might not otherwise apply. The Mercer Group, Inc. is well-qualified to assist with this project. Most recently we have successfully completed and/or currently engaged in searches for the Cities of Largo, Deltona, Fort Lauderdale, Port Orange, St. Petersburg, Temple Terrace, St. Pete Beach, Gainesville, Dunedin, Deerfield Beach, Hallandale Beach, Hollywood, Key Biscayne, Mary Esther, Plant City, Palatka, Palmetto Bay, Pompano Beach, St. Cloud as well as Hernando County, Hillsborough County, Citrus County, Polk County, Pinellas Suncoast Transit Authority and TBARTA. These are just the **Florida** recruitments; there are many more in the Southeast and nation-wide.

The Mercer Group, Florida. has the resources available to conduct this search and avoid untimely delays in the process. If selected, I will personally lead this recruitment from our Daytona Beach Shores office; with 18+ years of recruiting experience, I am uniquely qualified to lead this search for the City of Cocoa.

Thank you for the opportunity to assist the City of Cocoa with this important assignment. Please contact me directly at 954-559-8865 if you have any questions.

Sincerely yours,

Dona Higginbotham

Dona Higginbotham.
Senior Vice President
Mercer Group

RESOLUTION NO. 2020-139

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2020; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2019, and ending on September 30, 2020, at a Regular meeting held on September 25, 2019; and

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

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

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

SECTION 1. The 2019-2020 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

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

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=8252880&GUID=7BFFDEFF-09E2-4DC5-8D22-5F0731FB0EDE* is a secure document that has been embedded in this document. Double click the pushpin to view.



AGREEMENT TO PROVIDE EXECUTIVE RECRUITING

CONSULTING SERVICES

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 2020, by and between the City of Cocoa, headquartered at 65 Stone Street, Cocoa, FL 32922, hereinafter referred to as "CITY", and the Mercer Group, Inc., whose principal place of business is located in Atlanta, Georgia 30338, and locally located at 3245 Daytona Beach Shores, Florida 32118, hereinafter referred to as "SERVICE PROVIDER".

RECITALS:

a. CITY is a municipal corporation existing under the State of Florida, and in the conduct of its business, desires to obtain certain consulting services relating to its benefits program.
b. SERVICE PROVIDER is an active corporation, existing under the State of Georgia, and licensed to provide services within the State of Florida, and experienced in providing executive recruiting consultant services and agrees to perform these services for the CITY under the terms and conditions set forth in this Agreement.

In consideration of the mutual premises set forth in this Agreement, it is agreed by and between CITY and SERVICE PROVIDER as follows:

SECTION ONE
NATURE OF WORK

SERVICE PROVIDER will perform consulting and advisory services on behalf of the CITY with respect to providing management consulting services related to executive recruiting of qualified candidates to serve as the CITY's next City Manager, as more particularly described in the "SCOPE OF SERVICES" as set forth in **EXHIBIT "A,"** attached hereto and incorporated herein by this reference. Unless otherwise provided herein, SERVICE PROVIDER shall furnish all materials, tools, equipment, and manpower to complete the work required by this Agreement. The SERVICE PROVIDER warrants that it holds all necessary licenses required to conduct the work required by this Agreement, and agrees to maintain said licenses in good standing during the term of this Agreement. The SERVICE PROVIDER shall immediately notify the CITY in the event of a loss, suspension or termination of any license required to perform the services set forth in this Agreement.

SECTION TWO
PLACE OF WORK

SERVICE PROVIDER agrees, on request, to come to the CITY's offices in Cocoa, Florida, or such other places as reasonably designated by the CITY, to meet with representatives of the CITY, as necessary.

SECTION THREE
TIME DEVOTED TO WORK

In the performance of services, the services and hours SERVICE PROVIDER is to work on any given day, will be entirely within SERVICE PROVIDER'S control and professional judgment, and CITY will rely upon SERVICE PROVIDER to exercise sound professional judgment, and to devote such time, as is reasonably necessary, to fulfill the intent and purpose of this Agreement, which is to source and provide on a cost effective basis, the benefit programs required by the CITY in accordance with the Scope of Services per **EXHIBIT "A**". All work furnished by the SERVICE PROVIDER hereunder shall conform to the highest quality professional standards of care and practice in effect at the time the work was performed. SERVICE PROVIDER shall devote its best efforts to carrying out the engagement. The results obtained, SERVICE PROVIDER's recommendations and any written material provided by the SERVICE PROVIDER will represent its best judgment based on the information available to the SERVICE PROVIDER after reasonable inquiry. The SERVICE PROVIDER, to the degree possible, shall preserve the confidential nature of any information received from the CITY or developed during the work in accordance with the highest professional standards. SERVICE PROVIDER shall comply with all applicable laws, rules and regulations of federal, state and local government entities.

SECTION FOUR
PAYMENT

SERVICE PROVIDER will be compensated through a maximum guaranteed rate of **Seventeen Thousand Seven Hundred Fifty and NO/100 DOLLARS** (**$17,750.00)** including expenses. The maximum rate is itemized as follows:

SERVICES	**FEE**
Position Analysis	2,750
Outreach Campaign	2,750
Resume Review	2,875
Candidate Screening	2,875
Background Investigation	3,750
Interview Process	2,250
Negotiation and Follow-up	500
TOTAL FEE	**$17,750**

Payment invoices shall be submitted by SERVICE PROVIDER on an installment basis where one-third of the total amount will be invoiced at the start of the executive search, one-third upon delivery of the semi-finalist application materials, and one-third upon CITY's selection of the successful candidate from the list of semi-finalists. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes. The undertaking by SERVICE PROVIDER to perform professional services defined within this Agreement extends only to those services specifically described herein. If upon the request of the CITY, SERVICE PROVIDER agrees to perform additional services hereunder, the CITY shall pay SERVICE PROVIDER for the performance of such additional consultant services an additional amount (in addition to all other amounts payable under this Agreement) based on an hourly rate of $150.00 per hour. The additional services shall be memorialized in a mutually agreed upon addendum to this Agreement, executed by the parties to this Agreement addressing the additional services. The City shall not be responsible for the payment of any additional services provided by SERVICE PROVIDER unless the description of said services has been set forth in the aforementioned addendum and approved by the City Council or City Manager in accordance with the City's purchasing policies and procedures.

SECTION FIVE
TERM

Because this is a task-based agreement for a defined service, the term shall commence upon the parties' execution of the Agreement. ("Commencement Date"), and shall continue until such time the services required by this Agreement have been completed to the City's satisfaction, or this Agreement is terminated by City.

SECTION SIX
STATUS OF SERVICE PROVIDER

This Agreement calls for the performance of the services of SERVICE PROVIDER as an independent contractor, and SERVICE PROVIDER, an active Georgia corporation, will not be considered an employee of the CITY for any purpose.

SECTION SEVEN
INDEMNIFICATION

SERVICE PROVIDER shall protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims, losses, suits, costs, expenses, fines, penalties, deficiencies, damages, obligations, and liabilities, including all attorney's fees and court costs through all appeals, for which CITY, its employees, agents, elected or appointed officials, and representatives can or may be held liable as a result of injury to persons (including death) or damage to property occurring by reason of any negligent

acts or omissions or willful misconduct of SERVICE PROVIDER, its employees, or agents arising out of or connected with this Agreement, or any inaccurate representation made by the SERVICE PROVIDER, its employees, or agents, or any errors and omissions of the SERVICE PROVIDER, its employees, or agents, or any breach of this Agreement by SERVICE PROVIDER, its employees, or agents. SERVICE PROVIDER shall not be required to indemnify CITY or its agents, employees, or representatives when an occurrence results solely from the wrongful acts or omissions of CITY, or its agents, elected or appointed officials, employees, or representatives.

SERVICE PROVIDER shall protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims and liabilities, whether rightful or otherwise, that the work furnished by the SERVICE PROVIDER hereunder, or any part thereof, constitutes an infringement of any patent or copyright of the United States. SERVICE PROVIDER shall pay all damages and costs awarded against the CITY.

This indemnification paragraph shall survive the termination of this Agreement until such time as all pending claims between the parties have been settled, or if no such pending claims, until such time as all applicable statute of limitation time periods have expired with respect to the work performed by SERVICE PROVIDER pursuant to this Agreement.

SECTION EIGHT
TERMINATION

Notwithstanding Section Five, the CITY may terminate this Agreement for any reason, with or without cause and without penalty, by giving SERVICE PROVIDER advance written notice of the CITY's intent to terminate the Agreement. If terminated by the CITY before services have been completed by the SERVICE PROVIDER, the CITY will pay SERVICE PROVIDER for services rendered up to the date of termination.

SECTION NINE
MISCELLANEOUS

1. As an independent contractor, SERVICE PROVIDER shall pay all expenses in connection with its consulting business and SERVICE PROVIDER will not incur any indebtedness or make any binding commitments on behalf of CITY with this AGREEMENT.

2. 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..

3. This Agreement shall constitute the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be waived, except by an instrument in writing executed by the CITY and SERVICE PROVIDER.

4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and the venue for any action brought or arising out of this Agreement shall be Brevard County, Florida for state court actions and Orlando, Florida for federal court actions.

5. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

6. This Agreement may be amended, extended, or renewed only with the written approval of the parties.

7. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. The SERVICE PROVIDER recognizes that any representations, statements or negotiations made by CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing and signed by an authorized CITY representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

8. CITY and SERVICE PROVIDER 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.

9. The CITY intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the CITY's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the CITY's potential liability under state or federal law. SERVICE PROVIDER agrees that CITY shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, CITY shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this

Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

10. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, SERVICE PROVIDER agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of SERVICE PROVIDER related, 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 SERVICE PROVIDER. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of SERVICE PROVIDER are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records. 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 SERVICE PROVIDER be open and freely exhibited to the CITY for the purpose of examination and/or audit. Notwithstanding, the parties agree to maintain the confidentiality of any records or documents, from third party disclosure, that is deemed confidential and/or exempt from public records disclosure pursuant to federal or state law including, but not limited to, under the Health Insurance Portability and Accountability Act of 1996 and related HIPAA Privacy Rules.

IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, 65 Stone Street, Cocoa, Florida 32922.

SERVICE PROVIDER is required to and agrees to comply with public records laws. SERVICE PROVIDER shall keep and maintain all public records required by the City to perform the services as agreed to herein. SERVICE PROVIDER shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. SERVICE PROVIDER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, SERVICE

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

11. The SERVICE PROVIDER shall maintain in effect, during the life of this Agreement, a minimum of $1,000,000.00 professional, general, and auto liability insurance policies (combined single limit for each occurrence), as well as, 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. Current,

valid insurance policies meeting the requirements herein identified shall be maintained with the CITY during the term of this Agreement. Renewal certificates shall be sent to the CITY 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.

12. The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any CITY employee or official, person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

13. SERVICE PROVIDER (hereinafter also referred to as "We" in this Section) acknowledges and agrees that it has offered, and the CITY has accepted, the following service guarantees which are deemed a material part of this Agreement:

    A. Client Organization: The CITY is defined as the entire entity, including all departments, divisions, sections and groups. This assures that all our guarantees apply to the entire client organization.

    B. Two-Year Off Limits: We will not recruit candidates from a client organization for two years after completion of a search assignment without the full agreement of the client.

    C. Placement Off Limits Forever: We will never recruit a candidate whom we have placed in a client organization as long as he/she is employed by that organization without the full agreement of the client.

    D. Continue the Search: If, for any reason, the CITY does not feel comfortable selecting a candidate from our original recommended group of candidates, we will continue the search until the client can make a selection.

    E. Replacement of Successful Candidate: If the candidate we place with the CITY leaves the client organization for any reason during the 12-month period following the date of placement with the client, we will replace the candidate for out-of-pocket expenses only and there will be no professional fees charged by the SERVICE PROVIDER to make the new placement.

    F. Parallel Candidate Presentation: We will not present a candidate simultaneously to more than one client. This permits our firm to represent one client organization without any conflicts of interest.

    G. Client Conflicts: If asked, we will disclose to our clients the names of the organizations which are "Off Limits" that logically would be target organizations on the new search assignment.

H. Deceptive/Misleading Search Techniques: We commit to our clients and to our prospective candidates that we will not use any search techniques which may be considered as deceptive or misleading.

I. Resume Floating: We will not float resumes to organizations in the hopes that we can collect a fee if that individual is hired.

J. Not Represent Individuals: We assure our clients and individuals who may become candidates that we will not collect a fee from candidates whom we may recommend for a position.

14. SERVICE PROVIDERS primary contact information is as follows:

The Mercer Group, Inc.
Dona Higginbotham
Senior Vice President
3245 S. Atlantic Ave., Suite 607
Daytona Beach Shores, Florida 32118
954-559-8865
dhhiggin@att.net
www.mercergroupinc.com
www.mercergroupincflorida.com

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

CITY OF COCOA, FLORIDA

ATTEST:

BY: _____
JAKE WILLIAMS, JR.
MAYOR

BY: _____
CARIE SHEALY

Date: _____

(CITY SEAL)

THE MERCER GROUP, INC.

BY: _____

ITS: _____

Date:_____

EXHIBIT "A"

SCOPE OF SERVICES AND SCHEDULE

Our Firm's Approach, Work Plan, Equal Employment Opportunity Statement, Timeline of Activity Pursuant to Scope of Services and Fees

A. Project Understanding and Approach

It is our understanding that the City of Cocoa is in need of Executive Search Services for a City Manager Recruitment. It is our further understanding that the scope of work, search and recruitment services shall include, but not be limited to, the following:

- Develop the ideal profile for the City Manager position after consultation with the Mayor and City Council and designated staff.
- Develop and implement a marketing strategy, advertising campaign and outreach to best-fit candidates.
- Conduct preliminary interviews and candidate screening.
- Provide written materials, including background reports, and facilitate candidate selection and offer.

The objectives that we will meet in order to find the best qualified candidates for the City Manager position are as follows:

- Conduct needs assessment for the new City Manager.
- Develop a comprehensive position profile.
- Encourage top level people to apply who would otherwise be reluctant to respond to an advertisement.
- Save a considerable amount of the City's time in establishing the position profile and reviewing applicants.
- Comply with appropriate personnel regulations and state laws (i.e., EEO, Affirmative Action and ADA).
- Independently and objectively assess the qualifications and suitability of candidates for the position.
- Respond to all candidate inquiries and produce all correspondence during the search.
- Mail an information packet supplied by the City to all qualified applicants.
- Recommend a pool of finalist candidates to the Mayor and Council.
- Coordinate a community "Meet and Greet" function for the finalist candidates.
- Coordinate finalist candidate interviews with the Mayor and Council.
- Preserve the confidentiality of inquiries to the degree possible under Florida law.
- Assist the Mayor and Council in reaching a final decision.
- Assist in negotiating a compensation package with the successful candidate on behalf of the City.
- Keep the Mayor and Council closely involved in key decisions and informed of our progress.

The scope of the project will be sufficiently broad and in-depth so as to meet the requirements of the City of Cocoa. Our approach and style are interactive; we form a partnership with our client to conduct a project from which the City of Cocoa will benefit through ease of implementation.

B. Work Plan; Outreach, Candidate Screening, Background Work, Interview & Follow Up

We recommend a seven (7)-step search process as follows:

1. **Position Analysis** - Define work relationships, job qualifications and requirements for the position - the "Position Profile".
2. **Recruitment Process** - Recruit State-wide, regionally, and nationally for the position and network to locate qualified candidates.
3. **Resume Review** - Identify qualified candidates.
4. **Candidate Screening** - Thoroughly screen prospective candidates.
5. **Background Investigation** - Thoroughly evaluate prospective candidates.
6. **Interview Process** - Make recommendations and assist in selection.
7. **Negotiation and Follow-up** - Facilitate employment and follow-up to ensure complete integrity of the process.

1. Position Analysis

We will have extensive consultations with Cocoa's Mayor and Council and/or key staff as well as other individuals or groups (as the Mayor and Council wishes) to determine the City's vision/mission, goals and objectives, the needs and issues, requirements of the job, and to obtain information about the environment within which the position functions.

During this process, we will initiate individual interviews with citizen organizations, department heads and key staff, and others of the Mayor and Council's choice to identify expectations, perceptions, and concerns regarding the position. In addition, we will spend a considerable amount of time at the beginning of the process with the Mayor and Council (and others as desired) in order to determine the level of experience and training needed. As noted earlier, The Mercer Group Florida's vast experience make them uniquely qualified to lead this search for the new City Manager.

Based on those meetings, we will prepare a draft position profile and review it with the Mayor and Council in order to arrive at a general agreement regarding the specifications for the position. The final position profile will include information about the City of Cocoa, the Mayor and Council, staff, major issues to be faced, the position, and the selection criteria established.

2. Recruitment Process

Because we have recently completed similar searches, we will first review our database to

determine those candidates whom we may already know and/or already have on file who may meet the City's specifications.

Although this process is valuable, we will rely most heavily on our own contacts in the Administration/Management fields and on our own experience. Through "networking", we will conduct a nation-wide search, **while understanding that the preference may be a candidate with Florida experience and/or knowledge**, for the best qualified candidates and invite them to apply for the position.

Based on our discussions with City of Cocoa Mayor and Council, we will place ads in professional journals, online at appropriate websites that specialize in and attract high quality professional and management attention, to encourage applicants to apply.

3. Resume Review

We will review and analyze each applicant's background and experience against the position description criteria. We will acknowledge all resumes received and keep candidates informed.

4. Candidate Screening

Criteria for the preliminary screening will be contained in the approved "Recruitment Profile". They may include such items as education, technical knowledge, experience, accomplishments, management style, personal traits, etc.

Screening of candidates against those criteria will be based on data contained in the resumes and other data provided by the candidates and on our knowledge of the organizations in which they work. At this stage, each must meet the minimum qualifications specified in the Recruitment Profile.

We will be responsible for screening the applications received. This initial screening will be conducted by Mrs. Higginbotham by telephone with the prospective candidate. We will conduct interviews with references who may know the candidate's background and expertise by telephone. Where feasible, we will also conduct personal face-to-face interviews with top candidates.

Once the initial screening is completed, the prospective candidates who most closely match the criteria established by the City of Cocoa will be selected and presented to the Mayor and Council. The output of this step in the process will be a matrix display of the top candidates showing how each rate against the selection criteria established by the Mayor and Council. This matrix will be reviewed with the City of Cocoa Mayor and Council and guidance obtained prior to proceeding. One contingency here is that the Mayor and Council may not approve of any of the candidates. If that should occur, we would, of course, keep searching until the City's needs are clearly met.

5. Background Investigations

As part of our process in evaluating top candidates, we make detailed and extensive reference checks. In conducting these, it is our practice to speak directly to individuals who are now or have

previously been in a position to evaluate the candidates' job performance.

We ask each candidate to provide us with a number of references. We then network these references to other persons who know the candidate. In this way, we thoroughly evaluate each candidate. We have had occasion to talk to more than 20 references concerning a single finalist candidate. These references and evaluations are combined to provide frank and objective appraisals of the top candidates. We also verify past employment difficulties, if any, including reasonable due diligence on any legal action filed against current or former employers.

As part of our evaluation process, we verify undergraduate and graduate college degrees. We arrange for credit checks, criminal checks, and, as an additional option, can arrange for psychological (or similar) testing of the candidates that may be desired. As a part of this project we can provide the results of a management style inventory on the finalist candidates. We can also conduct a Myers-Briggs analysis of the team with the new team member for team building purposes (these may be extra cost items). We will present and discuss background investigation criteria with the Mayor and Council who will make the final decision on which candidates to interview.

6. Interview Process

Based on the preceding steps, a recommended list of finalists for the position of City Manager will be compiled. We will prepare a written summary on each finalist. The information will cover, but not be limited to, 1) present position, 2) total years' experience, 3) salary requirements, 4) education, 5) previous positions held, 6) notable projects, 7) management style, 8) skills and abilities, 9) interests, and 10) professional goals.

This information will be presented to the City of Cocoa Mayor and Council in a detailed written format combined with the results of the background investigation and candidate screening. We will make a recommendation on a group of finalists, the size of which as directed by the Mayor and Council. The Mayor and Council shall make the final decision on which and how many candidates will be interviewed.

Our report will be presented in a meeting in which we will discuss our recommendations and provide background information, sample questions and a rating form for the interviews. We will explain which, if any, of the applicants specifically meet the total criteria established by the Mayor and Council or whether the final group simply represents the best available talent.

We will also provide the Mayor and Council with our recommendations relative to timing, sequencing, location, setting, format, and conduct of interviews with the finalists. We will provide information about trends in employment, employment contracts and agreements, relocation expenses, perquisites, appropriate role for spouses, receptions, etc. We will arrange schedules for top candidate interviews and will coordinate the process.

7. Negotiation and Follow-up

We will also assist in the negotiation process relative to salary, benefits and other conditions of

employment which we understand will be memorialized in a written employment agreement prepared by the City Attorney and approved by the City Council. We feel that we can be especially helpful because we have proposed a fixed fee rather than one based on a percentage of salary. One contingency here is that an agreement may not be able to be arranged. If that is the case, we will work with the Mayor and Council to select an alternate candidate.

We will properly handle any and all media relations. Unless otherwise directed, it is our standard practice to tell all media that we are working on behalf of the Mayor and Council and that any public statement should come directly from the Mayor and Council. We will maintain confidentiality of candidate information, as possible, under Florida law.

Finally, we will notify all unsuccessful candidates, who were not recommended for interview with the Mayor and Council, of the final decision reached. However, we suggest that it is more proper for the City to directly notify all unsuccessful candidates, whom they interviewed, of the final result.

We will always keep the City closely informed and involved in decisions concerning the search process. We will prepare and send periodic e-mail updates and progress reports of the search. These reports will contain a progress report on the recruitment and specific steps to be taken to meet the City's deadlines.

Support from the City of Cocoa will be needed, as follows:

- Arranging interviews with the City of Cocoa Mayor and Council, staff and others as desired. Phone calls, face to face, etc
- Providing budget, organization charts and other documents.
- Place of contact and contact person for the search.

C. <u>Equal Employment Opportunity Statement</u>

It is the policy of The Mercer Group, Inc., to assure equal opportunity based on ability and fitness for all employees or applicants considered for our client organizations regardless of race, color, religion, sex, age, marital or veteran's status, national origin, or the presence of any sensory, mental or physical disability. Such policy shall apply, but not be limited to, hiring, placement, job classification, transfer or promotion, demotion, recruitment, advertising or solicitation for employment, rates of pay or other forms of compensation, selection for training, career development, layoff or termination.

This policy shall be disseminated to clients, subcontractors, suppliers and prospective applicants. The intent of this policy will apply to internal operations, recruitment and consulting activities conducted by our firm.

D. <u>Project Schedule and Timeline</u> (*subject to adjustment by the City of Cocoa)

CITY OF COCOA, FLORIDA
CITY MANAGER SEARCH

PROJECTED TIMELINE	DELIVERABLE
One week following execution of agreement	Kickoff conference with the Mayor and Council via phone or in person
Week One	Consultation with the Mayor and Council, Others (as desired) to: *Develop Characteristics & Attributes of a Successful Candidate. *Develop Compensation Package and Job Description
Week Three	Approve Recruitment Materials
Week Three - Search Officially Opens	Access Data Base for Targeted Recruitment of Qualified Individuals Ads Placed
Weeks Three through Seven	Send Recruitment Materials Invitation Letter
Weeks Three through Seven	Outreach Telephone Calls
As received	Acknowledge Receipt of Application Materials
Week Seven	Closing Date for Receipt of Applications
Ongoing through Week Seven	Screen Applications Against Selection Criteria Consultant Interviews of Top Candidates
Week Eight	Confer with the Mayor and Council to Review Top Candidates and assist in the selection of Finalists.
Weeks Nine & Ten	Conduct Reference and Background Checks
Week Ten	Send Interview Guide to the Mayor and Council of Selected Finalists
Week Eleven/Twelve	Community Meet & Greet (as desired) Conduct Interviews of Selected Finalists
Week Eleven/Twelve	Make Selection

Week Eleven/Twelve	Negotiate Agreement
At close of search process	Notify Candidates Not Selected

E. <u>Additional Activities that Might be Helpful to the Recruitment and Selection Process</u>

As noted above, we can provide the results of a Management Style Inventory on the finalist candidates. We can also conduct a Myers-Briggs analysis of the team with the new team member for team building purposes. (These would be extra cost items.)

Legislation Details (With Text)

File #:	20-229	**Version:**	1	**Name:**	Tenant assistance during COVID-19 pandemic
Type:	Informational Item			**Status:**	Council Busines
File created:	4/16/2020			**In control:**	City Council
On agenda:	4/22/2020			**Final action:**	
Title:	Seek Council direction on an inquiry to assist the small businesses and non-profit agencies renting space (with rental fees in excess of $1) at the Porcher House and Civic Center during the COVID-19 pandemic.(Assistant to the City Manager/Public Relations Specialist)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 16, 2020
Agenda Date: April 22, 2020
Prepared By: Samantha Senger, APR, APIO, Assistant to the City Manager
Through: Matthew Fuhrer, Interim City Manager
Requested Action:
Seek Council direction on an inquiry to assist the small businesses and non-profit agencies renting space (with rental fees in excess of $1) at the Porcher House and Civic Center during the COVID-19 pandemic.

BACKGROUND:

On April 3, 2020 we received an inquiry from one of our tenants about rental assistance during the COVID-19 pandemic.

Currently, the Porcher House has three tenants and the Civic Center has one tenant. Rental rates are as follows:

Tenant	Location	Rent	CAM	Tax	Due
Anello Consulting	PH #205	$328.14	$18.36	$24.26	$370.76
Jackson Private Wealth	PH #203	$323.95	$23.61	$24.33	$371.89
Jackson Private Wealth	PH #204	$409.20	$20.60	$30.09	$459.89
HCVMS	PH#201	$1.00	$23.61	0	$24.71
St. Marks	CC Rm 2	$660.00	$33.00	0	$693.00

All of the lease terms end on September 30, 2020.

The following are options are for City Council consideration:

1. Continue with the status quo and do not change the terms or rates of the current agreements.
2. Give tenants an optional rental deferment option for the months of May and/or June. Tenants would be required to pay the deferred rent with the July and August payments. Deferment would be on all or a portion of the rental amount requested by the tenant of their monthly total only and would not include Common Area Maintenance fees or taxes. No late fees or interest will apply to the deferred amount.
3. Offer tenants a waiver or reduction in rental fees for the months of May and June.

In addition, unless the City Council objects, City staff would like to implement a monthly rent payment grace period and waive late fees for rent due in April, May and June provided the rent is fully paid by the end of the month that it is due. For example, if the rent is due May 1, and payment is received from the tenant on May 30th, the City would accept the technically late payment and no late fee will be imposed. This grace period would afford the tenants some flexibility in managing their own respective cash flow and making rent payments under the lease.
If option 2 or 3 are selected, staff is seeking Council authorization for the Interim City Manager to execute addendums to the existing lease agreements to address the agreed upon deferment of rent and the repayment thereof by the end of the term of the current annual lease.

The City has several $1 a year lease agreements with non-profits (e.g. Main Street; Playhouse; Museum; Brevard County) that are not impacted by the COVID-19 situation and therefore, are not included as part of this agenda item.

STRATEGIC PLAN CONNECTION:

Support of small business enterprises and charitable enterprises operating within the City and on City property.

BUDGETARY IMPACT:

The rental fees listed above are budgeted as revenue for the City each year.

PREVIOUS ACTION:

No previous action. This would be in response to the COVID-19 pandemic as it relates to the Governor's Safer at Home order as many small businesses not having the ability to operate in full capacity during this time.

RECOMMENDED MOTION:

Seek Council direction on an inquiry to assist the small businesses and non-profit agencies renting space (with rental fees in excess of $1) at the Porcher House and Civic Center during the COVID-19 pandemic and authorize the interim City Manager to execute any addendums to the current lease agreements if needed.

Legislation Details (With Text)

File #:	20-207	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	4/2/2020			**In control:**	City Council
On agenda:	4/22/2020			**Final action:**	
Title:	To Approve a Resolution amending and updating the Utility Handbook with a supplement policy for temporary changes in existing policy related to the COVID-19 response. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	1002.0 - Utility Handbook COVID-19 Response.pdf Utility Handbook Resolution 2020-141.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 3, 2020
Agenda Date: April 22, 2020
Prepared By: Jessica Dovale, Utility Support Service Manager
Through: Rebecca Bowman, Finance Director
Requested Action:

To Approve a Resolution amending and updating the Utility Handbook with a supplement policy for temporary changes in existing policy related to the COVID-19 response.

BACKGROUND:

The Utilities Handbook is updated periodically, through City Council adoption, to reflect current practices, update rates, or to further clarify policies and procedures. The handbook and its exhibits are an extremely useful tool used to govern the relationship between the City and its utility customers. On many occasions the policies within the handbook have been cited enabling customer disputes to be settled with a fair and consistent approach that are applicable to all customers in the same manner.

Attached to this agenda is a copy of a proposed policy Utility Handbook COVID-19 Response #1002.0 to the Utility Handbook that outlines temporary changes in policy during the City of Cocoa's response to COVID-19.

The policy changes proposed in Utility Handbook COVID-19 Response #1002.0 are:

- Walk-in customers: Effective March 23, 2020, the lobby of City Hall will be closed to the public for the duration of the COVID-19 response. Requests for utility service can be made by phone,

fax, e-mail, USPS mail, or by dropbox on the west side of the building.

- Payments: Effective March 23, 2020, cash payments will temporarily be accepted through the dropbox on the south side of the City Hall building. All other payment channels such as mail, online, IVR, over the phone, or through the dropbox will continue to operate as normal.
- Payment Plans: Effective Monday, April 20, 2020 outbound calls will be made to all delinquent accounts to educate and offer a payment extension or a payment plan that is customizable to the customer's needs. There will be a payment plan message on all utility bills, for two full billing cycle's in order for customers to set up payment plans, before late fees and delinquency processing resume.
- Delinquency Processing: Effective March 23, 2020, accounts will not be processed for delinquency fees, nor will they be shut off. The only exception to this would be accounts with repetitive theft of service or illegal connections. Once normal business operations resume, one full billing cycle will occur prior to resuming delinquency processing.
- Late Fees: Effective March 23, 2020, late fees will not be assessed on any utility account for the duration of the COVID-19 crisis, and a period of one full billing cycle after the response. This includes late fees for the City of Cocoa, City of Cocoa Beach, and Cape Canaveral. Once normal business operations resume, one full billing cycle will occur prior to resuming late fees. Late fees will only be assessed on accounts that do not have a payment plan in place.

Staff is requesting Council to review and approve the Utility Handbook COVIDS-19 Response Policy #1002.0

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

On August 16, 2011, during a revision of the Utility Handbook, City Staff worked with our consultant Stantec, then Burton and Associates, to update the High/Excessive Consumption Policy. The analysis provided by Stantec was of the nature that each of the City's four tiers had a specific function. The first tier rate is a discounted rate to promote conservation, the second tier rate is the actual cost of water, and the third and fourth tiers were put in place to also promote water conservation. Therefore, with the 2011 revision to this policy, the City would recalculate excessive water loss over the customer's average, and bill all of the consumption at the second tier rate and not penalize the customers by billing at the higher third and fourth tier rates.

On October 22, 2013, during the Utility Handbook update, the City made additional efforts to assist our customers in regards to the financial impact created by excessive water consumption loss. The changes to the policy included: An "event" which causes the water loss to cross into a second billing cycle, both bills would be considered in the adjustment, and the adjustments were now to be calculated at the first tier rate, thus creating an even more generous policy.

On December 12, 2017, after Hurricane Irma, the City made additional efforts, through a Utility Handbook update, by eliminating some eligibility criteria for a high consumption adjustment in order to assist our customers in regards to the financial impact created by excessive water consumption loss during a natural disaster and in the event the City of Cocoa declares a state of emergency.

On August 14, 2019, the City updated the existing Utility Handbook with comprehensive policy language.

RECOMMENDED MOTION:

To Approve a Resolution amending and updating the Utility Handbook with a supplement policy for temporary changes in existing policy related to the COVID-19 response.

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Policy for Utility Handbook COVID-19 Response
Effective Date: 3/23/2020
Utility Policy #1002 Rev. 0

PURPOSE: This policy is to establish and maintain internal control of actions for supplemental support to the Utility Handbook during the COVID-19 response.

DEFINITION: *Normal Business Operations is defined as when the City of Cocoa goes back to normal business hours and City Hall opens to the public, in conjunction with Executive Order 91 issued by the Governor of Florida, effective May 1, 2020, or any extension to this date.*

POLICY:

Walk-in customers
Effective March 23, 2020, the lobby of City Hall will be closed to the public for the duration of the COVID-19 response. Requests for utility service can be made by phone, fax, e-mail, USPS mail, or by dropbox on the west side of the building.

Payments
Effective March 23, 2020, cash payments will temporarily be accepted through the dropbox on the south side of the City Hall building. All other payment channels such as mail, ACH drafting, electronic checks, online, IVR, over the phone, or through the dropbox will continue to operate as normal.

Payment Plans
Effective Monday, April 20, 2020, outbound calls will be made to all delinquent accounts to educate and offer a payment extension or a payment plan that is customizable to the customer's needs. There will be a payment plan message on all utility bills Starting April 1, 2020, and for one customer billing cycle after normal business operations resume.

Delinquency Processing
Effective March 23, 2020, accounts will not be processed for delinquency fees, nor will they be shut off. The only exception to this would be accounts with repetitive theft of service or illegal connections. Once normal business operations resume, one customer billing cycle will occur prior to resuming delinquency processing.

Late Fees
Effective March 23, 2020, late fees will not be assessed on any utility account for the duration of the COVID-19 crisis. This includes late fees for the City of Cocoa, City of Cocoa Beach, and Cape Canaveral. Once normal business operations resume, one customer billing cycle will occur prior to resuming late fees. Late fees will only be assessed on accounts that do not have a payment plan in place.

RESOLUTION NO. 2020-141

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA UTILITY HANDBOOK, INCLUDING THE POLICY #1002.0 UTILITY HANDBOOK COVID-19 RESPONSE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 10, 1994, the City Council of the City of Cocoa adopted a Utilities Handbook for the purposes of adopting administrative operating policies and procedures, rates, fees, and charges for the City's utility system: and

WHEREAS, the policies and procedures contained in the Utilities Handbook need to be updated periodically to reflect current practices or to clarify the policies and procedures by rewriting text; and

WHEREAS, after careful consideration and deliberation, the City Council deems it is the best interest of the public health, safety and welfare and betterment of the City's water facilities to revise the Utility Handbook; and

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

SECTION 1. Amendment to the Utility Handbook. The City of Cocoa Utilities Handbook , Policy #1002.0 Utility Handbook COVID-19 Response as shown in the attached version.

SECTION 2. Incorporation into the Utility Handbook. The Utility Department is hereby instructed to fully incorporate the amendment stated in Section 1 into the Utility Handbook.

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

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

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	20-230	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	4/16/2020			**In control:**	City Council
On agenda:	4/22/2020			**Final action:**	
Title:	Approve a Resolution to Commit Funds in the General Fund Balance to Increase the Stabilization Reserve for Fiscal Year 2020. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution FOM Stabilization Reserve Change April 22 2020.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 17, 2020
Agenda Date: April 22, 2020
Prepared By: Christi Grant, Staff Accountant
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve a Resolution to Commit Funds in the General Fund Balance to Increase the Stabilization Reserve for Fiscal Year 2020

BACKGROUND:

In October 2010, the City Council established a Fund Balance Reserve Policy as part of the Financial Operations Manual (FOM). Each fiscal year the City Manager is to recommend to City Council the amount of fund balance that will be committed to a Capital Replacement Reserve and a Stabilization Reserve based on the most recent audited financial statements (CAFR). Changes to the reserves are approved by City Council through a Resolution. Only the City Council can authorize expenditures out of these reserves and increase or decrease the reserve balances.

As part of Committed Fund Balance, the Fund Balance Reserve Policy established a Stabilization Reserve, which targets no less than $9,500,000 or 33% of the total operating expenditures of the General Fund reported in the prior year's CAFR, whichever is greater. The FY2019 CAFR reports total operating expenditures of the General Fund of $34,833,655, 33% of which is $11,495,106. Therefore, the City Manager recommends the Stabilization Reserve be increased by $1,173,148 for FY2020.

There is no change needed for the Capital Replacement Reserve.

STRATEGIC PLAN CONNECTION:

The Fund Balance Reserve Policy is to insure against unanticipated events adversely affecting the financial condition of the City and jeopardizing the continuation of necessary public services

BUDGETARY IMPACT:

None.

PREVIOUS ACTION:

On October 12, 2010, the City Council approved Resolution No. 2010-137 adopting the FOM, which included the Fund Balance Reserve Policy. On September 27, 2011, the City Council approved Resolution No. 2011-109, approving the commitment of general funds from the fund balance to the Capitalization Replacement Reserve, the Stabilization Reserve, and the Health Insurance Reserve. On August 25, 2015, the City Council approved Resolution No. 2015-050, amending the FOM, which amended the Fund Balance Reserve Policy to remove the Health Insurance Reserve from Committed Fund Balance. On March 28, 2017, the City Council approved Resolution 2017-114, increasing the Stabilization Reserve to $9,591,506. On March 13, 2018, the City Council approved Resolution 2018-016, increasing the Stabilization Reserve to $9,903,251. On March 28, 2019, the City Council approved Resolution 2019-027, increasing the Stabilization Reserve to $10,321,958.

RECOMMENDED MOTION:

To approve a Resolution to Commit Funds in the General Fund Balance to Increase the Stabilization Reserve for Fiscal Year 2020.

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RESOLUTION NO. 2020- 142

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, APPROVING THE COMMITMENT OF FUNDS IN THE GENERAL FUND BALANCE TO INCREASE THE STABILIZATION RESERVE FOR FISCAL YEAR 2020; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND POLICIES, SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the City's Financial Operations Manual establishes a fund balance reserve policy tailored to the needs of the City to insure against unanticipated events adversely affecting the financial condition of the City and jeopardizing the continuation of necessary public services; and

WHEREAS, the fund balance reserve policy requires the City Manager to establish a Capital Replacement Reserve and a Stabilization Reserve for each budget year based on the most recent audited financial statements (CAFR); and

WHEREAS, the percentage requirement for each reserve is to be appropriated and recommended by the City Manager and approved by the City Council each year; and

WHEREAS, the City Council desires to approve the commitment of funds in the general fund balance to increase the Stabilization Reserve for Fiscal Year 2020; and

WHEREAS, the City Council deems that this Resolution is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, THAT:

SECTION 1. Incorporation of Recitals. The foregoing recitals are deemed true and correct and are hereby fully incorporated herein by this reference.

SECTION 2. **Approval of Commitment of General Fund Balance.** The City Council of the City of Cocoa hereby approves the recommendation of the City Manager to commit an additional $1,173,148 to the Stabilization Reserve for Fiscal Year 2020.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution is for any reason held invalid or unconstitutional by a

court of competent jurisdiction, whether for substantive or procedural reason, such shall not affect the validity of the remaining portion of the Resolution.

SECTION 4. Repeal of Prior Inconsistent Resolutions. All prior resolutions or parts of resolutions and policies in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida; except, however, the commitment of general fund balance to the Stabilization Reserve shall be retroactive to October 1, 2019 for the purposes of the fiscal year 2020 budget.

ADOPTED BY THE City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 22th day of April, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	20-172	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	3/11/2020		**In control:**	City Council	
On agenda:	4/22/2020		**Final action:**		
Title:	Approve City Staff's recommendation for award of RFP# P-20-09-COC, Insurance Broker Services - Employee Benefits to Gehring Group Inc., for the City of Cocoa. Authorize the City Manager to negotiate and execute an attorney approved multi-year contract commencing on May 1, 2020 to April 30, 2023, with two optional performance based annual renewals. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:	Public Ad_Invitation to Bid.pdf P-20-09-COC Master Evaluation Worksheet.pdf RFP P-20-09-COC_Insurance Broker Services_Employee Benefits.pdf Gehring Group Agreement CLEAN-ADA.pdf				

Date	Ver.	Action By	Action	Result

+CITY COUNCIL AGENDA ITEM

Memo Date: April 10, 2020
Agenda Date: April 22, 2020
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: Matthew Fuhrer, Interim City Manager
Requested Action:
Approve City Staff's recommendation for award of RFP# P-20-09-COC, Insurance Broker Services - Employee Benefits to Gehring Group Inc., for the City of Cocoa. Authorize the City Manager to negotiate and execute an attorney approved multi-year contract commencing on May 1, 2020 to April 30, 2023, with two optional performance based annual renewals.

BACKGROUND:

In 2012, the City of Cocoa initiated the Request for Proposal (RFP) process for the selection of an Insurance Broker of Record for the City's health insurance benefits. At that time, the Gehring Group was recommended to City Council based on factors of qualifications, cost containment, and past/present experience and a multi-year contract was approved effective June 12, 2012. Additionally, the City exercised two renewal term options for two additional one-year periods, making the expiration date June 11, 2017.

In April 2017, an agenda item was brought to Council to authorize the first modification of agreement which allowed to continue the brokerage agreement through June 11, 2018 with an additional one-year term through June 11, 2019. This allowed more time with the current broker who was

instrumental in the development of the Interlocal Agreement for the sharing of the City's health center.

The City published a new Insurance Broker Services RFP (RFP-19-11-COC) in February 2019 with an anticipated selection for a new brokerage agreement in April 2019. However, the RFP selection committee determined price proposals could not be fairly evaluated and the bids were rejected by the City Manager in accordance with the City of Cocoa Financial Operations Manual, Section 15.2A (10b). City Council then approved a second contract modification through February 28, 2020 and then a third contract modification through April 30, 2020 to allow additional time to publish a new RFP and properly evaluate options for the City's Insurance Broker Services.

The City published a new RFP on February 3, 2020 to solicit proposals from prospective firms. The RFP was posted in DemandStar and legally advertised in Florida Today. The City received four proposals when the bid closed on March 4, 2020.

Purchasing sent out 501 invitations and notifications to bid, 0 (zero) supplemental suppliers and received 4 (four) responses from 18 (eighteen) plan holders for the P-20-09-COC, Insurance Broker Services - Employee Benefits. Proposals were received from:

1. Gehring Group, Inc.
2. HUB Public Risk, Inc.
3. Lockton Companies Inc.
4. McGriff Insurance

The RFP Selection Committee, consisting of three members: Administrative Services Director, Economic Development Manager, and the Public Works Director, scored submittals in a standardized process. The criteria selection of qualified proposers was based on the following: Price Proposal/Fee Schedule; Technical Approach; Ability, capacity, and skill of the firm; References, and Experience with local government benefit brokerage services.

The Committee met on March 6, 2020 to develop a short list from the four written proposals. McGriff was disqualified due to not submitting mandatory pricing in their proposal. The remaining three proposers were invited to provide presentations that were held on March 12, 2020. The committee made the award selection on March 18, 2020. All committee meetings were publicly noticed. Rankings are attached to the agenda. Staff requests Council approval of the top-ranked proposer, Gehring Group, Inc., for award of RFP# P-20-09-COC.

Staff requests that the City Council approve a multi-year contract with Gehring Group, Inc., which the initial term of the contract will be for three (3) years with an additional two (2) successive one-year performance-based renewal options.

With the current insurance broker arrangement that was implemented in 2012, the City does not incur any cost directly and there is no budgetary impact. Instead, the broker is paid through commissions from the carriers on most of the City's lines of coverage. The commission varies year to year based on plan enrollment and the type of plan. There are many plans and services that the broker does not receive a commission for, such as the employee health center, the Medicare plan, and some smaller ancillary plans.

The contract terms of the new agreement will be on a retainer fee paid by the City versus the

commission payments from the carriers. For the first year of this agreement, the first five months will continue to be paid from the Carrier directly to Gehring Group. The City's benefit rates will be renegotiated with the carriers to remove the commission from the rates and then the City will begin paying Gehring directly at the start of Fiscal Year 2021. Making this change to our broker agreement allows for more transparency to the cost of services.

Additionally, our previous broker arrangement included an all-inclusive cost of the online benefit software Bentek. With the new agreement, the cost is transparent and allows for a more comprehensive review of professional services and software expenses. The costs will be expensed in the appropriate budget accounts for each fiscal year.

- Employee Benefits Consulting
  - Year 1: $95,000
  - Year 2: $95,000
  - Year 3: $95,000
  - Option Year 1: $97,850
  - Option Year 2: $100, 785

- Employee Benefits Software
  - Year 1: $35,000
  - Year 2: $35,000
  - Year 3: $35,000
  - Option Year 1: $38,000
  - Option Year 2: $38,000

- Totals:
  - Year 1: $130,000
  - Year 2: $130,000
  - Year 3: $130,000
  - Option Year 1: $135,850
  - Option Year 2: $138,785

As a comparison to this new agreement and pricing, Gehring Group performed like services for $167,391 in Fiscal Year 2019. The new proposal will present an average annual savings of: $37,391.00.

STRATEGIC PLAN CONNECTION:

Having an insurance broker of record assists the City in providing competitive employee benefit plans which in turn assists in the recruitment and retention of employees.

BUDGETARY IMPACT:

Budgeted No

Remaining of Fiscal Year 2020: No Budgetary Impact

Fiscal Year 2021 & 2022

Amount Requested	$95,000
Account Name	Professional Services
Account Number	530-1801-513.31-00

Amount Requested	$35,000
Account Name	Technology Systems/IT Related Operating Exp
Account Number	530-1801-513.56-15

Fiscal Year 2023 (7 months)

Amount Requested	$55,419
Account Name	Professional Services
Account Number	530-1801-513.31-00

Amount Requested	$20,419
Account Name	Technology Systems/IT Related Operating Exp
Account Number	530-1801-513.56-15

The expenses will be budgeted in the appropriate general account numbers through the adoption of the annual budget. If the City executes the additional annual contract terms, a change order will be done for the remaining five months of FY2023 and the expenses will be budgeted for future years in the respective accounts.

PREVIOUS ACTION:

At a Regular City Council Meeting on January 22, 2020, City Council approved the third contract modification with Gehring Group, Inc. as the City of Cocoa's Insurance Broker of Record by mutual agreement between the City and Gehring Group to extend the term of the agreement until April 30, 2020.

At a Regular City Council Meeting on May 22, 2019, City Council approved the second contract modification with Gehring Group, Inc. as the City of Cocoa's Insurance Broker of Record by mutual agreement between the City and Gehring Group to extend the term of the agreement until February 28, 2020.

At a Regular City Council Meeting on April 25, 2017, City Council approved to extend multi-year contract with Gehring Group, Inc. as the City of Cocoa's Insurance Broker of Record by mutual agreement between the City and Gehring Group through June 11, 2018 with an additional one-year extension term through June 11, 2019 and authorized the City Manager to sign associated contract

addendums.

At Regular City Council Meeting on June 12, 2012, City Council approved the contract for Insurance Broker of Record for Gehring Group, Inc.

RECOMMENDED MOTION:

Approve City Staff's recommendation for award of RFP# P-20-09-COC, Insurance Broker Services - Employee Benefits to Gehring Group Inc., for the City of Cocoa. Authorize the City Manager to negotiate and execute an attorney approved multi-year contract commencing on May 1, 2020 to April 30, 2023, with two optional performance based annual renewals.

City of Cocoa – Invitation to Public Bid

Notice is hereby given that the City of Cocoa Florida will accept Sealed Proposals in the form of one (1) original and one (1) copy, bound within a 1-2" binder at the office of the Purchasing & Contracts Manager for the City of Cocoa, located at 65 Stone St., Cocoa, Florida 32922, until **3:00pm, March 4th, 2020** and will be publicly opened and read aloud at 3:00pm that same day, at Cocoa City Hall, in the 3rd floor conference room, for the following:

Insurance Broker Services – Employee Benefits
RFP # P-20-09-COC
Documents available on DemandStar
February 3rd, 2020

The City of Cocoa is requesting proposals from qualified suppliers/consultants for Insurance Broker Services to perform consulting services related to the design, solicitation process and overall administration of medical, dental, vision, life, disability, wellness, compliance, voluntary and ancillary/supplemental benefits, and online enrollment platform. Please note that the City of Cocoa is not asking for nor authorizing the solicitation of proposals from insurance carriers at this time. No commitments for future purchases for this or any other project are implied and responding firms should not infer any such intentions by the City.

The City of Cocoa currently contracts for health insurance benefits including self-insured medical, dental, and vision insurance, life insurance, short and long-term disability, flexible spending accounts, and Employee Assistance Programs, along with various supplemental accident and life policies. In addition to full-time employees being eligible for group benefits, the City also covers 160 retirees under our health insurance benefits (Group and Medicare Advantage, dental, and vision plans). The City operates on a fiscal benefit year of October 1 to September 30 on all benefit policies, with the exception of the Medicare Advantage Plan. The Open enrollment period is generally held in the July timeframe.

All services performed shall be in accordance with the specifications pertaining thereto, which may be examined at the office of the Purchasing & Contracts Manager, located at 65 Stone St., Cocoa, Florida 32922. Copies of all documents, including blank bid/proposal forms, may be obtained from DemandStar by visiting their web site at http://www.DemandStar.com, or by phone at 1 (800) 711-1712. You may contact the City of Cocoa Purchasing Division in person, by phone: (321) 433-8833, fax: (321) 433-8860, or by email: purchasing@cocoafl.org. Small Business Set Asides (i.e. Woman Owned, Minority, Veteran, Disadvantaged etc.) are encouraged to submit bid/proposals concerning this solicitation.

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

Publish in The Florida Today Public Newspaper on:
February 6th, 2020

Master Evaluation Worksheet
RFP P-20-09-COC
INSURANCE BROKERAGE SERVICES - EMPLOYEE BENEFITS
March 18, 2020 9:00am

Evaluating Factors	Max Value	Angela Essing				Tammy Gemmatti				Byant Smith			
		Gehring	Lockton	McGriff	Hub	Gehring	Lockton	McGriff	Hub	Gehring	Lockton	McGriff	Hub
Price Proposal / Fee Schedule	25	25	20	0	25	25	20	0	25	25	20	0	25
Technical Approach	25	24	20	0	20	24	23	0	17	23	15	0	18
Technical Ability	30	29	25	0	20	28	28	0	24	27	21	0	24
Business References	10	9	7	0	5	9	8	0	6	8	7	0	9
Government Experience	10	9	7	0	5	10	10	0	6	10	8	0	10
Totals	**100**	96	79	0	75	96	89	0	78	93	71	0	86

Accumulated Score			
Gehring	Lockton	McGriff	Hub
285	239	0	239

HEATH HANCHER
Purchasing & Contracts Manager

Signature

3/18/20
Date

Diane Kozlak
Sr. Buyer & Contracts Agent

Diane Kozlak
Signature

3/18/20
Date

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

REQUEST FOR PROPOSAL

Insurance Broker Services – Employee Benefits

RFP # P-20-09-COC

FEBRUARY 3, 2020

CITY OF COCOA

Heath Hancher, Purchasing & Contracts Manager

Table of Contents

1. Introduction / Overview 3
2. Purpose and Objective 3
3. Benefit Broker Timeline 3
4. Background 4
5. Scope of Services 6
6. Minimum Qualifications 8
7. Method of Source Selection 9
8. Evaluation of Proposal Procedures 9
   8.1. Evaluation Factors 9
   8.2. Other Applicable Criteria 10
9. Presentations 10
10. Instructions to Bid/Proposers 11
   10.1. Submission of Proposals 11
   10.2. Submittal Requirements 11
   10.3. (Public Ad) City of Cocoa Invitation to Bid/Proposal Legal Notice 14
   10.4. Conditions 15
11. Checklist for Sealed Bid/Proposal 20
   11.1. Preparation of Bid/Proposals 20
   11.2. Proposer / Respondent Checklist 21
   11.3. Questions, Discrepancies or Omissions 21

SECTION 100 - Mandatory Bid/Proposal Forms 22

Section 100.1 Invitation to Bid/Proposal 23

a. Bid/Proposal Terms & Explanation 24

Section 100.2 Scrutinized Company Certification 27

Section 100.3 Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions 29

Section 100.4 Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions. 31

Section 100.5 Bid/Proposer Certification 33

Section 100.6 Bid/Proposal Form & Schedule of Unit Pricing 34

Section 100.7 Bid/Proposal Form Worksheet 35

Section 100.8 Addendum Receipt Acknowledgement Certification 36

Section 100.9 Business References 37
Section 100.10 Statement of Bid/Proposer's Qualifications 38
....40
Section 100.11 Insurance Broker Questionnaire 41
Section 100.12 Listing of Subcontractors 43
Section 100.13 Non-Collusion Affidavit of Bid/Proposer 45
Section 100.14 Drug Free Workplace Certification 46
Section 100.15 Conflict of Interest Statement 47
Section 100.16 Public Records – Florida Statute §119 49
SECTION 200 - Post Award Forms 50
Section 200.1 Notification of Award 51
Section 200.3 Certificate of Liability Insurance 52
Section 200.4 Certificate of Insurance for Workers' Compensation 53
Section 200.5 Affidavit Regarding Workers' Compensation 54
Section 200.6 Notification to Proceed 55
SECTION 300 - No Bid/Proposal Response 56
Section 300.1 No Bid/Proposal Response to Invitation 57
SECTION 400 – Form of Agreement 58
Section 400.1 Form of Agreement 59
EXHIBIT A – Scope of Services to be Provided by Service Provider 67
ATTACHMENTS: 2019-2020 Benefit Highlights Booklet

1. Introduction / Overview

The City of Cocoa is located in Brevard County with an estimated population of 19,328 and also serves as a regional water provider with more than 80,000 customers. The City currently operates with a $40 million general fund budget and a total budget of $153 million budget. The City currently has approximately 440 full-time and 14 part-time positions that provide full municipal services to its residents including Police, Fire, Public Works, Utilities, and Community Services.

2. Purpose and Objective

The City of Cocoa is requesting proposals from qualified suppliers/consultants for Insurance Broker Services to perform consulting services related to the design, solicitation process and overall administration of medical, dental, vision, life, disability, wellness, compliance, voluntary and ancillary/supplemental benefits, and an online enrollment platform. Please note that the City of Cocoa is not asking for nor authorizing the solicitation of proposals from insurance carriers at this time. No commitments for future purchases for this or any other project are implied and responding firms should not infer any such intentions by the City.

Services to be provided include, but are not limited to, the services described in the Scope of Services. The anticipated project will be subject to annual appropriation of City funding. If adequate funding is not acquired, this project may be cancelled or downsized by the City without notice and without penalty. The selected firm will be required to enter into an Agreement in a form approved by the City Attorney and City Council, and at rates, fees, and charges determined by the City to be fair, competitive and reasonable.

The selected firm will serve as the City's consultant for Insurance Broker Services.

3. Benefit Broker Timeline

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

Action	Date
RFP Posted on DemandStar	Monday, February 3, 2020
RFP Advertised:	Thursday, February 6, 2020
Deadline for Respondent Questions:	Friday, February 21, 2020
Responses/Addendum Issued by City:	Friday, February 28, 2020
RFP Submission Deadline:	Wednesday, March 4, 2020 (3:00pm)
RFP / Bid Opening	Wednesday. March 4, 2020 (3:00pm)
Short List Selected by the Selection Committee:	Friday, March 6, 2020
Presentations before the Selection (Optional):	Week of March 9 – 13, 2020 (Times TBD)
Final Ranking and Recommendation of Firms by the Selection Committee:	Friday, March 13, 2020
City Council consideration of the Selection Committee Recommendation and Contract Award:	Wednesday, March 25, 2020
Notification of Award:	Friday, March 27, 2020
Notification to Proceed:	TBD

Table 1 - Benefit Broker Timeline

4. Background

The City of Cocoa currently contracts for health insurance benefits including self-insured medical, dental, and vision insurance, life insurance, short and long-term disability, flexible spending accounts, and Employee Assistance Programs, along with various supplemental accident and life policies. In addition to full-time employees being eligible for group benefits, the City also covers 160 retirees under our health insurance benefits (Group and Medicare Advantage, dental, and vision plans). The City operates on a fiscal benefit year of October 1 to September 30 on all benefit policies, except for the Medicare Advantage Plan. The Open enrollment period is generally held in the July timeframe. A copy of the City's current benefit booklet is attached (Exhibit A) to provide a summary of current benefit programs.

The City currently provides the following programs to full-time employees and eligible retirees:

Product	Provider
Health/Pharmacy	Cigna HMO (Self Insured) Claims Administrator United Healthcare Medicare Advantage Plans ((Fully Insured)
Specific Stop Loss (Reinsurance)	Cigna (Medical and Prescriptions)
Dental	Cigna
Vision	EyeMed
Employee Assistance Program	Cigna
Basic Life and AD&D	Cigna
Voluntary Life and AD&D	Cigna
Short Term Disability (Voluntary)	Cigna
Long Term Disability	Cigna
Flexible Spending Accounts (Voluntary)	TASC
Voluntary Supplemental Policies	AFLAC
Legal/Identity Theft Services (Voluntary)	US Legal
Employee Health Center Program	CareATC
Retiree/COBRA Billing Administration	Chard Snyder
ACA 1095 Submission	Greatland Yearli
Online Enrollment Platform	Bentek – The City currently uses Bentek for enrollment and transmittal of eligibility to associated contractors.

Table 2 - Current Benefit Programs Offered

The following table identifies current broker commission rates

Policy	Commission Type	Amount
Cigna - Administrative Services Only (ASO) - Medical	Per Employee Per Month	$5.00
Cigna - Dental	Percentage	5%
Cigna - Life and AD&D	Percentage	10%
Cigna - Life and AD&D - Voluntary	Percentage	10%
Cigna - Long-Term Disability	Percentage	10%
Cigna - Short-Term Disability	Percentage	10%
Cigna - Stop Loss	Percentage	10%
United Healthcare Medicare Advantage Plans (Fully Insured)	Net of Commission	n/a
EyeMed - Vision	Percentage	10%
Flexible Spending Accounts (Voluntary)	None	n/a
Cigna - Employee Assistance Program	None	n/a
Online Benefit System - Bentek	None	n/a
CareATC - Employee Health Center Program	None	n/a
Greatland Yearli – ACA 1095 Submission	None	n/a
Chard Snyder - Retiree/COBRA Billing Administration	None	n/a
AFLAC Voluntary Supplemental Policies	Varies	Varies
US Legal/Identity Theft Services	Net of Commissions	n/a

Table 3 - Current Broker Commission Rates

5. Scope of Services

Specific responsibilities of the City's insurance broker include, but are not limited to:

A. Analyze the insurance needs of the City and provide unbiased professional guidance and recommendations for changes where appropriate or dictated by the changing market conditions or laws.

B. Provide an online benefit enrollment program with ongoing service and support of all benefit programs selected, including but not limited to online enrollment system, qualifying events, eligibility transmittal to contractors, reports, and on-going day-to-day requests (must be an online system and compatible with Central Square Payroll Applications (Central Square / Naviline) or have the capability to be made compatible with existing systems at no cost to the City of Cocoa;

C. Act as a resource to advise the City in the areas of HIPAA, PPACA, FMLA, ADAAA, COBRA, ERISA, Section 125, EEO laws and any other areas in the insurance field where expertise and guidance may be requested;

D. Assist in areas of compliance, Summary Plan Descriptions, IRS form 5500, Forms 1094-1095, Non-Discrimination Tests, etc.;

E. File the annual actuarial filing as required under F.S.§ 112.08 for self-funded medical plans on behalf of the City;

F. Researching and advising the City of change in federal and/or local laws that could affect the City and employee benefit programs;

G. As requested by the City, preparing solicitation specifications and soliciting proposals from insurance markets that specialize in group insurance plans as needed. Evaluate submittals and respondents including administration, claim payment procedures, customer service, network, reserve establishment policies, financial soundness, and identifying the most cost-beneficial package from among various bid/proposers;

H. Representing the City in all negotiations with providers on all issues including those related to premiums, benefit levels, plan design and special terms and conditions, determining and recommending the most economical health benefit programs;

I. Review and be responsible for the accuracy and correctness, prior to delivery, of excess/reinsurance coverage documents and/or pricing policies, including all changes and endorsements;

J. Provide coverage documents for all benefit plans;

K. Meeting with and providing reports to various City representatives;

L. Conduct analysis of insurance and wellness programs within other organizations and/or local governments to compare best practices;

M. Provide open enrollment support, including timeline development, assisting with design of benefit communications and attending open enrollment employee meetings;

N. Produce and print Employee and Retiree Benefit Booklets for distribution.

O. Provide various claims review reports as requested;

P. Advise the City regarding "gaps" in coverage and/or inadequate coverage;

Q. Participate in marketing and educational programs;

R. Assistance with maintaining up-to-date policies and procedures to ensure compliance with federal and state standards and regulations;

S. Attend events concerning the City's insurance matters including the Wellness and Benefits Fair, City Council meetings discussing insurance and employee benefits, or any insurance or wellness committee meetings and any other meeting deemed appropriate by the City;

T. Provide the City with any additional recommendations including but not limited to benefits and wellness programs or initiatives that will foster innovative practices and options; and, assist the City with the implementation and communication of new programs or changes to existing programs;

U. Any additional services agreed upon by the City and Agent/ Insurance Broker;

V. Assisting City staff in administering all group insurance plans, responding to questions from and providing information to staff and providing other consulting services during the course of the plan year;

W. Review claims experience, claim service, and claim administration to ensure maximum benefit to the City and covered plan members;

X. Determine and recommend the most economical funding methods for the benefit programs, to include fully-insured, self-insured, and/or minimum premium programs, and strike a balance between cost and comprehensiveness of the programs;

Y. Meet and provide reports to the various City representatives, including Human Resources, Finance and City Management departments.

Qualified firms wishing to respond to the invitation to bid/proposal must provide all services described in this document, whether directly or through sub-consultants. The City reserves the right to approve or disapprove any sub-consultants. This does not, however, limit the use of qualified sub-consultants.

It is the City's belief that the service required is adequately described herein. Therefore, any negotiated contract, which may result from this invitation to bid/proposal, must include the entire effort required of the proposer to provide the service described. Specifically, any additional fees shall be allowed for additional services required and shall be approved by the Project Manager and must be directly attributable to the needs of the contract. A provision to this effect shall be included in any negotiated contract. The Successful Proposer will appoint one of

their employees as the key contact for approval by the City's Project Manager.

6. Minimum Qualifications

The City wishes to assess the respondent's experience with services that are similar to those that would be envisioned in the Scope of Services associated with this contract. To familiarize the City with the applicable work experience, each respondent shall provide the following information that documents the respondent's qualifications.

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

A. The Proposer shall have been in business for a minimum of five (5) consecutive years and shall currently be licensed to perform similar services as requested in this RFP within the State of Florida. This requirement shall be based on the Solicitation's due date. Documentation to demonstrate meeting this minimum requirement shall be submitted with your response. Examples of documentation may include, but not be limited to; local business tax receipts for five (5) years, corporation documents with date of inception, certificate of authority, etcetera.

B. Business or Corporation shall have acted as a full-service Agent-Broker for a local Florida municipality for at least five (5) consecutive years and have expertise and training in the fields of group life, health and related insurance programs. Professional designations in the benefit field (i.e., CEBS, RHU) and in the financial planning field (i.e., CFP, ChFC) are a plus.

C. If the business headquarters is located outside of the state of Florida, they shall currently be licensed to perform services in both their home state and the state of Florida; and shall have been in business for a minimum of five (5) consecutive years. This requirement shall be based on the Solicitation's due date. Documentation to demonstrate meeting this minimum requirement shall be submitted with the response and may include, but not be limited to; local business tax receipts for five (5) years, corporation documents with date of inception, certificate of authority, etcetera. In addition, the Proposer shall submit to Purchasing a current Certificate of Authority, which is issued through the Department of State and in accordance with Florida Statute 607.1501, within ten (10) business days upon notice of intent to award.

D. The Proposer shall provide evidence of the following:

    1. Business or Corporation shall be fully HIPAA compliant and their employees must be trained in the requirements of the HIPAA Laws.
    2. Business or Corporation shall be able to conduct business with all of the City's existing major providers. This is not to mean the City intends to maintain its current carriers but would if necessary and /or considered advantageous to the City.
    3. The Business or Corporation shall have a staffed office in Florida and provide a dedicated team to the City of Cocoa.

The proposer shall provide proof of the above minimum qualification by furnishing copies and or written documentation to substantiate meeting the requirements. Failure to provide said documentation with the proposal may be grounds for deeming your proposal unresponsive and removing it from further consideration.

7. Method of Source Selection

The City is using the Request for Proposal (RFP) methodology of source selection for this Purchasing, as authorized by Resolution Ord. No. 33-2006, § 3, 9-1- establishing and adopting the City Purchasing Policy. Each proposal will be reviewed to determine if the proposal is responsive to the invitation to bid/proposal.

Proposals deemed to be non-responsive may be rejected without being evaluated by the Selection Committee appointed by the City Manager, which shall be comprised of a minimum of three (3) evaluators. The committee will make a recommendation to the City Council who will make the final selection.

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

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

8. Evaluation of Proposal Procedures

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

Firms meeting the mandatory criteria will have their proposals evaluated and scored for technical qualifications. The following represent the principal selection criteria, which will be considered during the evaluation process:

Category	Points Available
Price proposal/fee schedule	25 Points
Technical Approach	25 Points
Ability, capacity, & skill of the firm to perform the services required	30 Points
References	10 Points
Experience with local government benefit brokerage services	10 Points
Total Available Points:	100 Points

Table 4 Evaluation Point Table

8.1. Evaluation Factors

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

a. Responsiveness of the firm to satisfy the requirements of this RFP, especially the Scope of Services and Minimum Qualifications set forth in Section 5 and 6;
b. The ability, qualification, capability, experience and skill of the firm to perform the contract;
c. The qualifications and performance data on file with the City, together with those that may be submitted by the firms regarding the proposed project;

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

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

8.2. Other Applicable Criteria

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

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

9. Presentations

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

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

Respondents are required to be available in accordance with the dates / times specified within Table 1: Benefit Broker Timeline, for the presentation or interview, and top members of the Respondent's team that will be working on or supervising the project and expected to be present and be available for questions.

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

1. Introductory presentation by the Respondent;
2. Questions and Answers between members of the Selection Committee and the Respondent;
3. Brief closing remarks by the Respondent.

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

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

After the presentations/interviews, the Selection Committee will deliberate and prepare a recommended ranking of the qualifications of the Respondents that presented based on the written proposals and the presentations. The deliberations and recommendation may not occur at the presentation/interview session and will likely occur at subsequently noticed meeting of the Selection Committee.

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

10. Instructions to Bid/Proposers

10.1. Submission of Proposals

Sealed bid/proposals shall be received at the time and place designated herein and then publicly opened and read aloud, required for the completion of the proposed services herein specified and instructed within the scope of work.

10.2. Submittal Requirements

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

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

Bid/proposals will be opened at 3:00 p.m. on the same day in the Purchasing Division Office, Cocoa City Hall, 3rd floor conference room. Potential bid/proposers may obtain one (1) set of Bid/proposal Documents from DemandStar by Onvia at www.demandstar.com or by calling 1-800-711-1712.

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

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

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

a. Please be advised that United States Postal Service (USPS) Express and Priority service class are delivered to the City once daily. Accordingly, in order for a submission to be received by the Purchasing Division when the services of the USPS are used, a proposer is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.
b. The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the City's callbox for pick-up and will not be delivered to or received by the Purchasing Division until the next business day.

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

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

Proposals must be submitted in the following format:

- **Submitted proposal within 1-2" bound folder or binder.**
- **Title Cover on front must include:**
  - **Title of Bid/proposal**
  - **Organization Name**
  - **Date submitted**
  - **Points of Contact, Phone, Email, Fax**
- **Must have table of contents depicting each mandatory section required for submittal.**
  - **Each section must be tabbed / labeled in the order of the Checklist for Sealed Bid/proposals contained herewith, Para 11 and sub-para 11.1.**
  - **All mandatory bid/proposal forms must be filed within tabbed sections, signed, dated and notarized as applicable.**

Failure to submit bid/proposals in this format may result in point deduction during evaluation or disqualification.

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

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

Notice is hereby given that the City of Cocoa Florida will accept Sealed Proposals in the form of one (1) original and one (1) copy, bound within a 1-2" binder at the office of the Purchasing & Contracts Manager for the City of Cocoa, located at 65 Stone St., Cocoa, Florida 32922, until **3:00pm, March 4th, 2020** and will be publicly opened and read aloud at 3:00pm that same day, at Cocoa City Hall, in the 3rd floor conference room, for the following:

Insurance Broker Services – Employee Benefits
RFP # P-20-09-COC
Documents available on DemandStar
February 3rd, 2020

The City of Cocoa is requesting proposals from qualified suppliers/consultants for Insurance Broker Services to perform consulting services related to the design, solicitation process and overall administration of medical, dental, vision, life, disability, wellness, compliance, voluntary and ancillary/supplemental benefits, and online enrollment platform. Please note that the City of Cocoa is not asking for nor authorizing the solicitation of proposals from insurance carriers at this time. No commitments for future purchases for this or any other project are implied and responding firms should not infer any such intentions by the City.

The City of Cocoa currently contracts for health insurance benefits including self-insured medical, dental, and vision insurance, life insurance, short and long-term disability, flexible spending accounts, and Employee Assistance Programs, along with various supplemental accident and life policies. In addition to full-time employees being eligible for group benefits, the City also covers 160 retirees under our health insurance benefits (Group and Medicare Advantage, dental, and vision plans). The City operates on a fiscal benefit year of October 1 to September 30 on all benefit policies, with the exception of the Medicare Advantage Plan. The Open enrollment period is generally held in the July timeframe.

All services performed shall be in accordance with the specifications pertaining thereto, which may be examined at the office of the Purchasing & Contracts Manager, located at 65 Stone St., Cocoa, Florida 32922. Copies of all documents, including blank bid/proposal forms, may be obtained from DemandStar by visiting their web site at http://www.DemandStar.com, or by phone at 1 (800) 711-1712. You may contact the City of Cocoa Purchasing Division in person, by phone: (321) 433-8833, fax: (321) 433-8860, or by email: purchasing@cocoafl.org. Small Business Set Asides (i.e. Woman Owned, Minority, Veteran, Disadvantaged etc.) are encouraged to submit bid/proposals concerning this solicitation.

This City of Cocoa supports local contractors and offers a five (5%) percent preference given to Brevard County contractors / contractors whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by the local business tax receipt issued for at least six (6) months prior to the date the bid is submitted. P.O. Boxes shall not be considered a physical business address.

The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening.

Publish in The Florida Today Public Newspaper on:
February 6th, 2020

10.4. Conditions

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

I. City's Right to Inspect

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

II. Licenses

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

III. Principals/Collusion

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

IV. Taxes

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

V. Relation of City

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

VI. Term Contracts

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

VII. Assignment

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

VIII. Cone of Silence / Lobbying

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Commission Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Selection Committee concerning an active solicitation during the black-out period.

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

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

Bid/proposers, respondents, potential contractors, service providers, lobbyists, consultants, or contractor representatives shall not contact any City Commission member, the City Manager, any requesting or evaluating Division/Department/Office personnel, and/or any member of the Evaluation Committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

IX. Interpretations and Questions

All questions and inquiries concerning procedural matters shall be directed to the Purchasing Division. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Purchasing Division, in writing, by the date stipulated within the schedule herewith. It is the Bid/proposer's responsibility to become familiar with and fully informed with the terms, conditions and specifications of this RFP. Lack of understanding and/or misinterpretation of any portions of this RFP shall not be cause for withdrawal of the response after opening or for subsequent protest of award.

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

X. Single Proposal

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

XI. Protest Procedures

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

XII. Public Entity Crime

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

XIII. Conflict of Interest

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

XIV. Prohibition of Gifts to City Employees

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

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

XV. Immigration Reform and Control Act

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

XVI. Equal Opportunity

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

XVII. Florida Public Records Act

All material submitted regarding this solicitation becomes the property of the City. Unless otherwise provided by the Public Records Law, information and materials received by the City in connection with an RFP response and under any awarded contract shall be deemed to be public records subject to public inspection and/or copying at the end of the statutory exemption time period pursuant to Section 119.071, Florida Statutes. The Professional Consultant should take special note of this as it relates to any proprietary information that might be included in its offer. If the Respondent believes any of the information contained in his or her response is exempt from the Public Records Law, then the Respondent must in his or her response, specifically identify the

material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records. Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this RFP and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 and 119.0701 et. seq.

XVIII. Compliance with the RFP

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

XIX. Acknowledgment of Insurance Requirements

By providing the Insurance Requirements included in this solicitation, Proposer acknowledges these conditions include Insurance Requirements as also specified within the Form of Agreement (Section 400), Sub-Section 9, Para 11, Page 65 of this RFP. It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

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

XX. Acknowledgment of Bonding Requirements - NOT APPLICABLE

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

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

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

~~Bid/proposal Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid/Proposal Bonds of the three (3) highest ranked proposers shall be held until the contract has been executed by the successful proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid/Proposal Bonds shall be released to the respective proposers. All other Bid/Proposal Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date.~~

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

XXI. Performance and Payment Bond – NOT APPLICABLE

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

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

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

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

Bonds shall be written to City of Cocoa.

11. Checklist for Sealed Bid/Proposal

11.1. Preparation of Bid/Proposals

a. Bid/Proposers are expected to examine this bid/proposal checklist, attached drawings, specifications, if any and all instructions. Failure to do so will be at the Bid/Proposer's risk.

b. All prices and notations must be in ink or typewritten. No erasure marks permitted. Mistakes may be crossed out and corrections inserted adjacent and must be initialed and dated in ink by person signing bid/proposal. All bid/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. **Prices/rates or an indication of n/a (no charges will be applied) must be included in the Proposal for all product types currently offered by the City as shown in Table 3 on Page 5 of this RFP or all services being proposed.**

c. Each proposer shall furnish the information required on the original City of Cocoa's bid/proposal forms and each accompanying sheet thereof, on which he/she makes an entry.

d. Unit price for each unit bid/proposal shall be shown. A total shall be entered in the amount column for each item bid/proposal. Pricing must be inclusive of the cost of online enrollment software, broker services and hourly rates for additional services. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct.

e. The official clock to be used for submitting any bid/proposal documents is in the City Hall's lobby. Submittal time for this bid/proposal expires at **3:00 p.m**. on the date stated in these documents.

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

Insert	Description
Yes □	Bid/proposal envelope prepared as specified (Sealed)
Yes □	It is the bid/proposer's responsibility to contact Onvia DemandStar (www.DemandStar.com or 1-800-711-1712) prior to submitting a bid/proposal to ascertain if any addenda have been issued, to obtain all such addenda, and incorporate that information into the bid/proposal response.
Yes □	Submitted in Duplicate as requested one (1) Original and (1) Copy
SECTION 100 – MANDATORY BID/PROPOSAL FORMS (Failure to submit required forms may result in disqualification)	
Yes □	Section 100.1 Invitation to Bid/Proposers
Yes □	Section 100.2 Scrutinized Company Certification
Yes □	Section 100.3 Certification A (Debarment, suspension and other responsibility matters – Primary Covered Transactions)
Yes □	Section 100.4 Certification B (Debarment, suspension, ineligibility and voluntary exclusions – Lower Tier Covered Transactions)
Yes □	Section 100.5 Bid/Proposer's Certification
Yes □	Section 100.6 Bid/Proposal Form/Schedule of Unit Pricing
Yes □	Section 100.7 Bid/Proposal Form Worksheet
Yes □	Section 100.9 Business References
Yes □	Section 100.10 Statement of Bid/Proposers Qualifications
Yes □	Section 100.11 Insurance Brokers Questionnaire
Yes □	Section 100.12 Listing of Subcontractors

Yes □	Section 100.13 Non-Collusion Affidavit
Yes □	Section 100.14 Drug free workplace certification signed
Yes □	Section 100.15 Conflict of Interest Statement
Yes □	Section 100.16 Public Records Act – F.S. §119
SECTION 200 – POST AWARD FORMS (Must be completed within 10 business days from date of award notification)	
Yes □	Section 200.1 Notification of Award
Yes □	Section 200.3 Certificate of Insurance Liability
Yes □	Section 200.4 Certificate of Insurance for Worker's Compensation
Yes □	Section 200.5 Affidavit Regarding Worker's Compensation
Yes □	Section 200.6 Notification to Proceed
SECTION 300 – NO BID/PROPOSAL RESPONSE (Request completion if RFP is received and no intent to bid/proposal)	
Yes □	Section 300.1 No Bid/Proposal Response to Invitation to Bid/Proposal
SECTION 400 – FORM OF AGREEMENT (Must be completed upon receipt of Notification of Award, Notification to Proceed)	
Yes □	Section 400.1 Form of Agreement

11.2. Proposer / Respondent Checklist

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

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

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

Purchasing & Contracts Manager
City of Cocoa
65 Stone Street, Suite 303
Cocoa, Florida 32922

- □ Is the mailing envelope sealed and marked with?

RFP No. P-20-09-COC
Title: Insurance Broker Services – Employee Benefits
Due Date: March 4th, 2020 @ 3:00 pm

11.3. Questions, Discrepancies or Omissions

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

SECTION 100 - Mandatory Bid/Proposal Forms

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

Insurance Broker Services – Employee Benefits

RFP # P-20-09-COC

FEBRUARY 3, 2020

CITY OF COCOA

Heath Hancher, Purchasing & Contracts Manager

Section 100.1 Invitation to Bid/Proposal

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

MAILING DATE: February 26, 2020	BID/PROPOSAL TITLE: **Insurance Broker Services – Employee Benefits**	BID/PROPOSAL NUMBER: P-20-09-COC
BID/PROPOSAL SUBMITTAL DATE AND TIME: **3:00pm** **March 4th, 2020**	BID/PROPOSAL OPENING TIME AND LOCATION: 3:00 p.m. Purchasing Division, Cocoa City Hall, 65 Stone St. Cocoa, FL 32922, Third Floor Conference Room	**Bid/proposals Received After Submittal Date and Time Will Not Be Accepted.**

PRE BID/PROPOSAL LOCATION: NOT APPLICABLE	TIME N/A	DATE: N/A

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

BID/PROPOSALDER'S CERTIFICATION

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

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

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

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

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

a. Bid/Proposal Terms & Explanation

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

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

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

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

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

f. INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Project Manager. Those interpretations which may affect the eventual outcome of this bid/proposal will be furnished in writing to all prospective bid/proposal holders. No interpretation shall be considered binding unless provided in writing by the Project Manager of the City of Cocoa. **Question cut-off date February 21, 2020 at 5:00pm.**

g. PRICING: Contractors must submit an all-inclusive lump sum fixed rate bid / proposal that includes all required services, products and hourly rates as specified within the RFP.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

y. DEFINITIONS:

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

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

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

_____	_____	_____
(Print Name)	**(Authorized Representative Signature)**	**(Date)**

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

Section 100.2 Scrutinized Company Certification

Florida Statutes, Sections 287.135 and 215.473

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid/proposal on, submit a proposal for, or enter into or renew a contract with the City for goods or services of one million dollars or more if at the time of bid/proposal or submitting a proposal for a new contract or renewal of an existing contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2017); or is engaged in business operations in Syria.

Pursuant to Section 215.4725, Florida Statutes, if the company is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel the company is ineligible to, and may not, bid/proposal on, submit a proposal for, or enter into or renew a contract with the City for any amount of goods or services. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit the required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations.

Submitting a false certification shall be deemed a material breach of contract and shall terminate the contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error.

If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

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

a. The Contractor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
b. The Contractor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and
c. For contracts of one million dollars (1,000,000.00) are more, the Contractor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and, further, are not engaged in business operations in Cuba or Syria; and
d. If awarded the Contract, the Contractor, owners, or principals will immediately notify the City in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

(Authorized Signature) _____

(Printed Name and Title) _____

(Name of Contractor) _____

Notary Public, State of

STATE OF _____

COUNTY OF _____

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

Personally Known
Or
Produced Identification

_____

Notary Public

Print Name: _____

My Commission expires:

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

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

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
   b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
   d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Instructions for Certification (A)

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

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

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

4. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

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

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

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

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

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

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

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

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

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

Instructions for Certification (B)

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

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

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

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

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

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

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

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

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

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

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

Section 100.5 Bid/Proposer Certification

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

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

Notary Public, State of

STATE OF _____

COUNTY OF _____

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

Personally Known Or Produced Identification

_____

Notary Public

Print Name:_____

My Commission expires:

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

Section 100.6 Bid/Proposal Form & Schedule of Unit Pricing

Proposal of _____

(Name)_____

(Address)_____

To provide all Insurance Broker Services – Employee Benefits consultation The City of Cocoa as specified in the bid/proposal documents RFP # P-20-09-COC.

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

Proposers:

Must provide lump-sum firm-fixed costs for the proposed insurance brokerage service with full transparent costs of the implementation, maintenance, hosting and any other costs associated to employee benefits software as a separate line item from associated brokerage services. Any recurring costs for employee benefits software must consist of a fixed fee and fully disclosed at the time of proposal, wrap rates (i.e. brokerage services with software included) will not be accepted. The City of Cocoa will not be responsible for costs outside of scope, services, or recurring costs not fully disclosed at time of proposal.

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

Software pricing must be specified, wrap rates (i.e. services include software) will not be accepted.

	A Year 1	B Year 2	C Year 3
+ Total for initial three (3) year contract period (in numbers): INSURANCE BROKER SERVICES	$	$	$
+ Total for initial three (3) year contract period (in numbers): EMPLOYEE BENEFITS SOFTWARE	$	$	$
Hourly Rates for additional services (Rate Only)	$	$	$
= TOTAL BASE BID/PROPOSAL/PROPOSAL	$	$	$

_____Dollars

(Grand Total Written in words)

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

Section 100.7 Bid/Proposal Form Worksheet

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

Description	A Contract Year 1	B Contract Year 2	C Contract Year 3	Optional Renewal Period Year 4	Optional Renewal Period Year 5
		Total Bid/ Proposal			

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

Section 100.8 Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated:_____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in herein, is truthful and correct at the time of submission.

Bid/Proposer Contractor Name:

_____

Mailing Address:

_____

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

_____ _____ FEIN:_____

Authorized Signatory Printed Name

_____ _____

Title Date

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

Section 100.9 Business References

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

Reference 1

Business Name	
Address	
Telephone Number	
Contact Person	

Reference 2

Business Name	
Address	
Telephone Number	
Contact Person	

Reference 3

Business Name	
Address	
Telephone Number	
Contact Person	

Optional Reference

Business Name	
Address	
Telephone Number	
Contact Person	

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

Section 100.10 Statement of Bid/Proposer's Qualifications

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

a. Name of Bid/Proposer _____

b. Permanent main office address: _____

c. When organized (Month/Year): _____

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

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

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

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

g. General scope of services company provides:

h. Has the business ever had any malpractice claims, court judgements or any adverse legal proceedings filed against it within the past five (5) years? Yes ☐ No ☐
If yes, please specify cause and resolution:

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

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

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

Name	Position	Role in Project	Background	Years' Experience

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

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

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

Notary Public, State of

STATE OF _____

COUNTY OF _____

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

Personally Known
Or
Produced Identification

_____

Notary Public
Print Name:_____

My Commission expires:

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

Section 100.11 Insurance Broker Questionnaire

To assist in the evaluation, the following information must be provided: All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal being deemed as **"Non-Responsive."**

1. A description of the brokerage firm, including a brief history, size, number/location of offices and other pertinent information. Describe your organizational structure, including number of years consulting services have been offered, and provide an overall history description of your firm.

2. List the name, title, mailing address, telephone number, fax number, and e-mail address of the contact person for this proposal.

3. This request for proposal is for a flat annual retainer fee versus a commission structure that the City of Cocoa currently has with its broker agreement. If there are any fees or charges for the ad-hoc services charged by your company that are not included in your proposal for the annual retainer, please describe in detail.

4. Confirm that you are an actuary, licensed Agent/ Insurance Broker or broker in Florida. Describe the firm's Errors and Omissions (E&O limits) and provide evidence that all applicable insurance coverage and licenses are currently carried.

5. Previous experience working with other government agencies of like size, demographics and benefit plans.

6. Describe the responsibility, experience and qualifications of the individual(s) who will provide service to our City and employees.

7. Describe your contractual relationships, if any, with entities necessary to your proposals and implementation (i.e. actuarial services, data information services, enrollment systems, etc.)

8. Describe the overall administration and compliance services that are provided for benefits, billing, claim research, and administrative training and consultation.

9. How will you facilitate and/or participate in the implementation, communication and enrollment process to ensure a seamless transition?

    9.1. Detail annual enrollment services provided. List fees if additional cost (i.e. Hourly Rates, Software etc.)

10. Detail your firms experience in developing Wellness Programs, Health Fairs, Health Education Programs and Employee Assistance Programs.

11. Outline your ability to provide expertise and experience in the areas of health benefit plan analysis and design. Explain in detail the types of analyses you have conducted relative to benefits analysis and design for a health plan with approximately 450 full-time employees and 150 retirees.

12. Detail how your organization assist the City in developing a strategic benefit plan and plan specifications to target overall plan cost containment/savings.

13. Describe your claims benchmarking tools.

14. Describe the marketing approach and methodology for soliciting coverage quotations on behalf of City of Cocoa.

15. Describe the methods/capabilities for analyzing renewal offers from current and prospective carriers.

16. Describe how your organization seeks to streamline benefit administration for your clients. Include services you provide to automate the benefit process, (i.e. electronic capabilities, outsourcing options, standardized platforms). Include costs for these services on a separate fee schedule, if applicable.

17. What web-based capabilities does your company offer? An online benefit system is a requirement for this proposal.

    a) Online recordkeeping and enrollment system.
    b) HR/Benefit administrative portal for eligibility, enrollment, billing, reports, plan summaries, certificates, census data etc.
    c) Training resources to assist clients in educating, training and supporting human resources staff.
    d) Compliance and Forms resources.

18. Describe the firm's overall philosophy for servicing an account and commitment to customer service and quality assurance. What makes your customer service unique?

19. Detail how you develop and deliver a benefit communication strategy with you clients to effectively communicate not only plan details, but also the value of the benefits and wellness programs offered by the City.

20. Detail your ability to monitor regulatory and legislative developments at both the state and federal level, obtain information on trends, new services, new concepts and how this will be communicated to our organization and employees.

21. Have you ever had a contract/agreement terminated (either as a prime CONTRACTOR or SUB-CONTRACTOR) for failure to comply, breach, or default? ☐ Yes ☐ No

(MANDATORY: PLEASE ENCLOSE ANSWERS TO QUESTIONAIRE ON SEPARATE SHEET)

Section 100.12 Listing of Subcontractors

The Proposer states that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bid/proposer shall not substitute subcontractors without approval from the Department Director.

Business name, address, phone, primary and alternate point of contact, email	**References**
Name:	1.
Address:	2.
City:	
State: zip:	
Phone: Primary POC: Alternate POC: Email:	3.
Business name, address, phone, primary and alternate point of contact, email	**References**
Name:	1.
Address:	2.
City:	
State: zip:	
Phone: Primary POC: Alternate POC: Email:	3.

Business name, address, phone, primary and alternate point of contact, email	**References**
Name:	1.
Address:	2.
City:	
State: zip:	
Phone: Primary POC: Alternate POC: Email:	3.
Business name, address, phone, primary and alternate point of contact, email	**References**
Name:	1.
Address:	2.
City:	
State: zip:	
Phone: Primary POC: Alternate POC: Email:	3.

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

Section 100.13 Non-Collusion Affidavit of Bid/Proposer

State of Florida

County of _____ , being first duly sworn, deposes and says that:

He / She is _____ of _____, the Proposer that has submitted the attached Bid/Proposal;

He / She is fully informed respecting the preparation and contents of the attached Bid/Proposal and of all pertinent circumstances respecting such Bid/Proposal;

Such Bid/Proposal is genuine and is not a collusive or sham Bid/Proposal;

Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other proposer, firm or person to submit a collusive or sham Bid/Proposal in connection with the contract for which the attached Bid/Proposal has been submitted or to refrain from bid/proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Bid/Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Bid/Proposal price or the Bid/Proposal price of any other Proposers , or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Cocoa or any person interested in the proposed Contract; and

The price or prices quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owner's employees, or parties in interest, including this affiant.

Notary Public, State of

STATE OF _____

COUNTY OF _____

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

_____

Personally Known
Or
Produced Identification

Notary Public

Print Name:_____

My Commission expires:

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

Section 100.14 Drug Free Workplace Certification

In accordance with Florida Statues 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bid/proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the purchasing of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing the bid/proposals will be followed if none of the tied contractors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
b. Inform employees about the danger of drug abuse in the workplace, the business's policy maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
c. Give each employee engaged in providing the commodities or contractual services that are under bid/proposal a copy of the statement specified in subsection (1).
d. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

(Company)

_____ _____

(Print Name & Title) (Signature & Date)

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

Section 100.15 Conflict of Interest Statement

Before me, the undersigned authority, personally appeared, who was duly ssworn, deposes, and states:

I am the _____ of _____ with a local office in

_____ and principal office in _____.
City and State City and State

The above-named entity is submitting an RFP for the City of Cocoa described as:

City of Cocoa

RFP # P-20-09-COC

Insurance Broker Services – Employee Benefits

The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge and thereof the following;

a. The Affiant states that only one submittal for the above bid/proposal is being submitted and that the above-named entity has no financial interest in other entities submitting bid/proposals for the same project.

b. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above bid/proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

c. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

d. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

e. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Cocoa.

f. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Cocoa.

g. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Cocoa.

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

Notary Public, State of

STATE OF _____

COUNTY OF _____

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

Personally Known
Or
Produced Identification

_____

Notary Public

Print Name:_____

My Commission expires:

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

Section 100.16 Public Records – Florida Statute §119

The City of Cocoa is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

a. Keep and maintain public records required by the City in order to perform the service;
b. Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City Clerk. The Contractor agrees to make available to the City Clerk, during normal business hours and in Brevard County, all books of account, reports and records relating to this contract.

If the contractor has questions regarding the application of Chapter 119, Florida Statute, to the contractors' duty to provide public records to this contract, contact the custodian of public records at:

City of Cocoa
Attn: City Clerk's Office
65 Stone Street, City Hall
Cocoa, Florida 32922
cityclerk@cocoafl.org

_____
(Print Name & Title)

_____
(Signature & Date)

Signature acknowledges receipt and understanding of this form.

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

SECTION 200 - Post Award Forms

(Forms required within 10 business days from date of official notification of award)

Insurance Broker Services – Employee Benefits

RFP # P-20-09-COC

FEBRUARY 3, 2020

CITY OF COCOA

Heath Hancher, Purchasing & Contracts Manager

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

NOTIFICATION OF AWARD

Department:	Division:
Bid/Proposal / RFP / RFP #: **P-20-09-COC**	Project #
Awarded To:	Scope of Work or Services: **Insurance Broker Services – Employee Benefits**
Address / City / State / Zip:	Phone / Fax #'s:
Purchase / Contract Amount:	Date of Recommended Award:
Date of Contractor Acknowledgement:	Date of City Council Approval:
Title / Position (Printed)	Mayor (Print or Stamp):
Signature:	Signature:

Please complete all applicable areas above.

Return the Notification of Award to Purchasing & Contracts Division when completed.

Section 200.3 Certificate of Liability Insurance

Insert current business certificate of insurance.

Section 200.4 Certificate of Insurance for Workers' Compensation

This is to certify that _____,

Company has issued to _____,

of the City of _____, State of _____,

the following policy or polices: Workers' Compensation and Employer's Liability

Policy No. _____ effective on _____, 20 ____.

re _____ Policy No. _____

effective on _____, 20____ and expiring on _____

_____ 20___ re _____ limits _____

_____.

If at any time this coverage is to be cancelled, the undersigned will notify the insured and the City of Cocoa, Purchasing Division in writing thirty (30) days prior to cancellation of policy.

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

Notary Public, State of

STATE OF _____

COUNTY OF _____

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

Personally Known Or Produced Identification

_____

Notary Public

Print Name:_____

My Commission expires:

Section 200.5 Affidavit Regarding Workers' Compensation

_____ being duly sworn according to law, deposes and says (it, he they) has accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and _____ insured (its, his, their) liability thereunder in accordance with the terms of said Laws with the _____ Company, under the terms of Policy No. _____ for a period from _____, 20____ to _____, 20____.

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

Notary Public, State of

STATE OF _____

COUNTY OF _____

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

Personally Known Or Produced Identification

_____

Notary Public

Print Name:_____

My Commission expires:

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

NOTIFICATION TO PROCEED

This acknowledgment is to hereby officially notify contractor: _____, that Project #_____, corresponding to Bid/Proposal / RFP #_____, was approved by City Council on_____, and is permitted to proceed with the work specified within the scope of services required and in accordance with the schedule of rates, terms and general conditions defined herewith the original proposed award.

Department – Division	Contractor
Title / Position (Print)	Title / Position (Print)
Date:	Date:
Signature:	Signature:

Purchasing & Contracts Division

Title / Position (Print): Purchasing & Contracts Manager	Department Code No.
Signature	Date:

Please complete the information required above.
Return the Notification to Proceed to Purchasing & Contracts Division when completed.
Thank you for your cooperation

SECTION 300 - No Bid/Proposal Response

(Request completion if RFP is received and no intent to bid/proposal)

Insurance Broker Services – Employee Benefits

RFP # P-20-09-COC

FEBRUARY 3, 2020

CITY OF COCOA

Heath Hancher, Purchasing & Contracts Manager

Section 300.1 No Bid/Proposal Response to Invitation

If you do not intend to submit on this requirement, please complete and return this form prior to the date shown for receipt of proposals to: City of Cocoa, Purchasing Division, 65 Stone Street, Cocoa, Florida 32922.

I/WE HAVE DECLINED TO SUBMIT A PROPOSAL FOR RFP # P-20-09-COC Insurance Broker Services – Employee Benefits for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	**Reason**
	Bid/proposal requirements too "restrictive".
	Insufficient time to respond to the Invitation to Bid/proposal.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

_____

_____

_____

Company Name:

_____

Mailing Address:

_____

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

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

SECTION 400 – Form of Agreement

(The Form of Agreement is meant to be a sample document and shall be subject to approval of the City Attorney and City Manager or City Council. Bidder shall be required to begin negotiation of the Final Agreement and provide all required Exhibits within five (5) days of award. Submittal of a bid shall mean that the bidder is offering to furnish the services specified in this Proposal subject to, at a minimum, all terms and conditions included in this Form of Agreement. No alterations or modifications to this Form of Agreement shall be valid or binding unless made in writing and signed by an authorized City official.)

Insurance Broker Services – Employee Benefits

RFP # P-20-09-COC

FEBRUARY 3, 2020

CITY OF COCOA

Heath Hancher, Purchasing & Contracts Manager

Section 400.1 Form of Agreement

AGREEMENT TO PROVIDE INSURANCE BROKER SERVICES

RELATING TO EMPLOYEE BENEFITS

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 2020, by and between the City of Cocoa, headquartered at 65 Stone Street, Cocoa, FL 32922, hereinafter referred to as "CITY", and _____, with its principal place of business located at _____, hereinafter referred to as "SERVICE PROVIDER".

RECITALS:

a. CITY is a municipal corporation existing under the State of Florida, and in the conduct of its business, desires to obtain certain consulting services relating to its benefits program.
b. SERVICE PROVIDER is an active corporation, existing under the State of Florida, experienced in the foregoing and agrees to perform these services for the CITY under the terms and conditions set forth in this Agreement.

In consideration of the mutual premises set forth in this Agreement, it is agreed by and between CITY and SERVICE PROVIDER as follows:

SECTION ONE
NATURE OF WORK

SERVICE PROVIDER will perform consulting and advisory services on behalf of the CITY with respect to its benefits program, as more particularly described in the "SCOPE OF SERVICES" as set forth in **EXHIBIT "A,"** attached hereto and incorporated herein by this reference, and the _____ Online Benefits and Enrollment System as outlined and attached hereto and incorporated herein as **EXHIBIT "A."** Unless otherwise provided herein, SERVICE PROVIDER shall furnish all materials, tools, equipment, and manpower to complete the work required by this Agreement. The SERVICE PROVIDER warrants that it holds all necessary licenses required to conduct the work required by this Agreement and agrees to maintain said licenses in good standing during the term of this Agreement. The SERVICE PROVIDER shall immediately notify the CITY in the event of a loss, suspension or termination of any license required to perform the services set forth in this Agreement.

SECTION TWO
PLACE OF WORK

SERVICE PROVIDER agrees, on request, to come to the CITY's offices in Cocoa, Florida, or such other places as reasonably designated by the CITY, to meet with representatives of the CITY, as necessary.

SECTION THREE
TIME DEVOTED TO WORK

In the performance of services, the services and hours SERVICE PROVIDER is to work on any given day, will be entirely within SERVICE PROVIDER'S control and professional judgment, and CITY will rely upon SERVICE PROVIDER to exercise sound professional judgment, and to devote such time, as is reasonably necessary, to fulfill the intent and purpose of this Agreement, which is to source and provide on a cost effective basis, the benefit programs required by the CITY in accordance with the Scope of Services per **EXHIBIT "A**". All work furnished by the SERVICE PROVIDER hereunder shall conform to the highest quality professional standards of care and practice in effect at the time the work was performed.

SECTION FOUR
PAYMENT

SERVICE PROVIDER will be compensated through payment of a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the SERVICE PROVIDER will invoice the City monthly based upon the SERVICE PROVIDER's estimate of the portion of the total Services completed at the time of billing. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes. The annual services to be provided by the SERVICE PROVIDER to the CITY are described in **EXHIBIT "A"** entitled "SCOPE OF SERVICES TO BE PROVIDED BY SERVICE PROVIDER." In addition, SERVICE PROVIDER shall provide the Additional Services listed in **EXHIBIT "A,"** and the use of the online benefit software, including the monthly maintenance of the system, open enrollment, annual benefit plan updates, and data warehousing. The undertaking by SERVICE PROVIDER to perform professional services defined within this Agreement extends only to those services specifically described herein. If upon the request of the CITY, SERVICE PROVIDER agrees to perform additional services hereunder, the CITY shall pay SERVICE PROVIDER for the performance of such additional services an additional amount (in addition to all other amounts payable under this Agreement) based on a mutually agreed upon addendum to this Agreement outlining such additional fee and services, executed by the parties to this Agreement addressing the additional services. The City shall not be responsible for the payment of any additional services provided by SERVICE PROVIDER unless the description of said services has been set forth in the aforementioned addendum and approved by the City Council or City Manager in accordance with the City's purchasing policies and procedures.

SECTION FIVE
TERM

The term shall commence upon the parties' execution of the Agreement. ("Commencement Date"). The term of this Agreement shall be three (3) years and may be renewed for two (2) additional one-year periods at the sole option of the CITY. The CITY's City Manager may exercise this renewal option by providing the SERVICE PROVIDER with at least 120 days written notice in advance of the anniversary of the Commencement Date.

SECTION SIX
STATUS OF SERVICE PROVIDER

This Agreement calls for the performance of the services of SERVICE PROVIDER as an independent contractor, and SERVICE PROVIDER, an active Florida corporation, will not be considered an employee of the CITY for any purpose.

SECTION SEVEN
INDEMNIFICATION

SERVICE PROVIDER shall protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims, losses, suits, costs, expenses, fines, penalties, deficiencies, damages, obligations, and liabilities, including all attorney's fees and court costs through all appeals, for which CITY, its employees, agents, elected or appointed officials, and representatives can or may be held liable as a result of injury to persons (including death) or damage to property occurring by reason of any negligent acts or omissions or willful misconduct of SERVICE PROVIDER, its employees, or agents arising out of or connected with this Agreement, or any inaccurate representation made by the SERVICE PROVIDER, its employees, or agents, or any errors and omissions of the SERVICE PROVIDER, its employees, or agents, or any breach of this Agreement by SERVICE PROVIDER, its employees, or agents. SERVICE PROVIDER shall not be required to indemnify CITY or its agents, employees, or representatives when an occurrence results solely from the wrongful acts or omissions of CITY, or its agents, elected or appointed officials, employees, or representatives.

SERVICE PROVIDER shall protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims and liabilities, whether rightful or otherwise, that the work furnished by the SERVICE PROVIDER hereunder, or any part thereof, constitutes an infringement of any patent or copyright of the United States. SERVICE PROVIDER shall pay all damages and costs awarded against the CITY.

This indemnification paragraph shall survive the termination of this Agreement until such time as all pending claims between the parties have been settled, or if no such pending claims, until such time as all applicable statute of limitation time periods have expired with respect to the work performed by SERVICE PROVIDER pursuant to this Agreement.

SECTION EIGHT
TERMINATION

Notwithstanding Section Five, the CITY may terminate this Agreement for any reason, with or without cause and without penalty, by giving SERVICE PROVIDER sixty (60) days advance written notice of the CITY's intent to terminate the Agreement.

SECTION NINE
MISCELLANEOUS

1. As an independent contractor, SERVICE PROVIDER shall pay all expenses in connection with its consulting business and SERVICE PROVIDER will not incur any indebtedness on behalf of CITY with this AGREEMENT.

2. 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..

3. This Agreement shall constitute the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be waived, except by an instrument in writing executed by the CITY and SERVICE PROVIDER.

4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and the venue for any action brought or arising out of this Agreement shall be Brevard County, Florida for state court actions and Orlando, Florida for federal court actions.

5. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

6. This Agreement may be amended, extended, or renewed only with the written approval of the parties.

7. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. The SERVICE PROVIDER recognizes that any representations, statements or negotiations made by CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing and signed by an authorized CITY representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

8. CITY and SERVICE PROVIDER 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.

9. The CITY intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the CITY's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the CITY's potential liability under state or federal law. SERVICE PROVIDER agrees that CITY shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, CITY shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

10. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, SERVICE PROVIDER agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of SERVICE PROVIDER related, 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 SERVICE PROVIDER. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of SERVICE PROVIDER are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records. 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 SERVICE PROVIDER be open and freely exhibited to the CITY for the purpose of examination and/or audit. Notwithstanding, the parties agree to maintain the confidentiality of any records or documents, from third party disclosure, that is deemed confidential and/or exempt from public records disclosure pursuant to federal or state law including, but not limited to, under the Health Insurance Portability and Accountability Act of 1996 and related HIPAA Privacy Rules.

IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (407) 327-5955, _CityClerkDepartment@winterspringsfl.org, 1126 East State Road 434, Winter Springs, Florida 32708.

SERVICE PROVIDER is required to and agrees to comply with public records laws. SERVICE PROVIDER shall keep and maintain all public records required by the City to perform the services as agreed to herein. SERVICE PROVIDER shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. SERVICE PROVIDER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, SERVICE PROVIDER shall transfer to the City, at no cost, all public records in possession of the SERVICE PROVIDER, provided the transfer is requested in writing by the City Clerk. Upon such transfer, SERVICE PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the SERVICE PROVIDER shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify SERVICE PROVIDER of the request and the SERVICE PROVIDER shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the SERVICE PROVIDER does not comply with a public records request, the City may enforce this Section to the extent permitted by law. SERVICE PROVIDER acknowledges that if the SERVICE PROVIDER does not provide the public records to the City within a reasonable time, the SERVICE PROVIDER may be subject to penalties under Section 119.10, Florida Statutes. The SERVICE PROVIDER acknowledges that if a civil action is filed against the SERVICE

PROVIDER to compel production of public records relating to this Agreement, the court may assess and award against SERVICE PROVIDER the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the SERVICE PROVIDER, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by SERVICE PROVIDER to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the SERVICE PROVIDER fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to SERVICE PROVIDER's failure to comply with this Section, the City shall collect from SERVICE PROVIDER prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against SERVICE PROVIDER. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the SERVICE PROVIDER's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement

11. The SERVICE PROVIDER shall maintain in effect, during the life of this Agreement, a minimum of $1,000,000.00 professional, general, and auto liability insurance policies (combined single limit for each occurrence), as well as, 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. Current, valid insurance policies meeting the requirements herein identified shall be maintained with the CITY during the term of this Agreement. Renewal certificates shall be sent to the CITY 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.

12. The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any CITY employee or official, person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

CITY OF COCOA, FLORIDA

ATTEST:

BY: _____
CARIE SHEALY
CITY CLERK

(CITY SEAL)

BY: _____
JAKE WILLIAMS, JR.
MAYOR

INSURANCE BROKER

BY: _____
ITS: _____

EXHIBIT A – Scope of Services to be Provided by Service Provider

1. **The below list of services, as outlined in RFP # P-20-09-COC, are to be provided by SERVICE PROVIDER as part of inclusive services for the following lines of coverage: Medical Insurance with Prescription Coverage, Dental Insurance, Vision Insurance, Flexible Spending Account, Life Insurance, Disability Insurance, Employee Assistance Program:**

A. Analyze the insurance needs of the City and provide unbiased professional guidance and recommendations for changes where appropriate or dictated by the changing market conditions or laws.

B. Provide an online benefit enrollment program with ongoing service and support of all benefit programs selected, including but not limited to online enrollment system, qualifying events, eligibility transmittal to contractors, reports, and on-going day-to-day requests (must be an online system compatible with Central Square Payroll Applications (Sunguard / Naviline);
-

C. Act as a resource to advise the City in the areas of HIPAA, PPACA, FMLA, ADAAA, COBRA, ERISA, Section 125, EEO laws and any other areas in the insurance field where expertise and guidance may be requested;

D. Assist in areas of compliance, Summary Plan Descriptions, IRS form 5500, Forms 1094-1095, Non-Discrimination Tests, etc.;

E. Assist the City with the annual actuarial filing as required under F.S.§ 112.08 for self-funded medical plans.

F. Researching and advising the City of change in federal and/or local laws that could affect the City and employee benefit programs;

G. As requested by the City, preparing solicitation specifications and soliciting proposals from insurance markets that specialize in group insurance plans as needed. Evaluate submittals and respondents including administration, claim payment procedures, customer service, network, reserve establishment policies, financial soundness, and identifying the most cost-beneficial package from among various bid/proposers;

H. Representing the City in all negotiations with providers on all issues including those related to premiums, benefit levels, plan design and special terms and conditions, determining and recommending the most economical health benefit programs;

I. Review and be responsible for the accuracy and correctness, prior to delivery, of excess/reinsurance coverage documents and/or pricing policies, including all changes and endorsements;

J. Provide coverage documents for all benefit plans;

K. Meeting with and providing reports to various City representatives;

L. Conduct analysis of insurance and wellness programs within other organizations and/or local governments to compare best practices;

M. Provide open enrollment support, including timeline development, assisting with design of benefit communications and attending open enrollment employee meetings;

N. Produce and print Employee and Retiree Benefit Booklets for distribution.

O. Provide various claims review reports as requested;

P. Advise the City regarding "gaps" in coverage and/or inadequate coverage;

Q. Participate in marketing and educational programs;

R. Assistance with maintaining up-to-date policies and procedures to insure compliance with federal and state standards and regulations;

S. Attend events concerning the City's Insurance matters including the Wellness and Benefits Fair, City Council meetings discussing insurance and employee benefits, or any insurance or wellness committee meetings and any other meeting deemed appropriate by the City;

T. Provide the City with any additional recommendations including but not limited to benefits and wellness programs or initiatives that will foster innovative practices and options; and, assist the City with the implementation and communication of new programs or changes to existing programs;

U. Any additional services agreed upon by the City and Agent/ Insurance Broker;

V. Assisting City staff in administering all group insurance plans, responding to questions from and providing information to staff and providing other consulting services during the course of the plan year;

W. Review claims experience, claim service, and claim administration to ensure maximum benefit to the City and covered plan members;

X. Determine and recommend the most economical funding methods for the benefit programs, to include fully-insured, self-insured, and/or minimum premium programs, and strike a balance between cost and comprehensiveness of the programs;

Y. Meet and provide reports to the various City representatives, including Human Resources, Finance and City Management departments;

EXHIBIT A CONTINUED

2. Additionally, inclusive to this agreement are the standard SERVICE PROVIDER Services, provided for each plan year of October 1 – September 30th, pursuant to this agreement, as outlined below:

A. Conduct detailed review, analysis and projection sessions with decision makers at key points throughout the plan year: mid-plan year, fourth quarter, and pre-renewal.

B. Negotiate renewal rates, benefits, and services with group insurance carriers to maximize value for the CITY.

C. Attend and/or conduct group insurance committee meetings with employees and management. Conduct review sessions and renewal negotiations based on experience periods.

- Provide review/analysis/projections to include:
- Projected renewal costs
- Enrollment analysis and comparisons
- Claims analysis and comparisons
- High cost claim summary
- Network utilization and cost avoidance reports
- Any additional reports determined to be needed and available and that the SERVICE PROVIDER believes will be beneficial to the CITY

D. Support the CITY administrative staff by resolving important enrollment and billing problems.

E. Serve the CITY's employees by resolving individual benefit delivery issues including special problems with providers and claims.

F. Assist with annual employee open enrollment meeting for the purpose of supporting and improving service to employees and assist the CITY in getting an online enrollment system up and running on the CITY's system.

G. Provide detailed quarterly reports analyzing plan revenues, claims, and administrative expenses and their fees including SERVICE PROVIDER commissions, in a format that is easy to understand and helpful in decision-making.

H. Be available for questions, explanations, discussions, and respond to requests from Human Resources or City Management within the time frame requested.

I. Provide guidance and assistance with COBRA compliance and administration.

J. Provide administration (or pay for administration services) for COBRA voluntary benefits, leave of Absence voluntary benefits, and Retiree voluntary benefits.

K. Meet with employee insurance advisory committee about strategic planning on an as needed basis.

- Provide Additional Services
- Program Implementation
- Ongoing Service
- On-site Service
- Employee Surveys
- Employee Benefits Handbook
- In-House Graphics Department – Professional Employee Communications
- Produce Formal Proposals / Make Presentations

Final Page

End of Bid Package

Insurance Broker Services – Employee Benefits

RFP # P-20-09-COC

FEBRUARY 3, 2020

CITY OF COCOA

Heath Hancher, Purchasing & Contracts Manager

AGREEMENT TO PROVIDE AGENT OF RECORD SERVICES
RELATING TO EMPLOYEE BENEFITS

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 2020, by and between the City of Cocoa, headquartered at 65 Stone Street, Cocoa, FL 32922, hereinafter referred to as "CITY", and Gehring Group, Inc., with its principal place of business located at 4200 Northcorp Parkway, Ste. 185, Palm Beach Gardens, FL 33410, hereinafter referred to as "SERVICE PROVIDER".

RECITALS:

a. CITY is a municipal corporation existing under the State of Florida, and in the conduct of its business, desires to obtain certain consulting services relating to its benefits program.
b. SERVICE PROVIDER is an active corporation, existing under the State of Florida, experienced in the foregoing and agrees to perform these services for the CITY under the terms and conditions set forth in this Agreement.

In consideration of the mutual premises set forth in this Agreement, it is agreed by and between CITY and SERVICE PROVIDER as follows:

SECTION ONE
NATURE OF WORK

SERVICE PROVIDER will perform consulting and advisory services on behalf of the CITY with respect to its benefits program, as more particularly described in the "SCOPE OF SERVICES" as set forth in **EXHIBIT "A,"** attached hereto and incorporated herein by this reference, and the "WHY BENTEK" Online Benefits and Enrollment System as outlined and attached hereto and incorporated herein as **EXHIBIT "B."** Unless otherwise provided herein, SERVICE PROVIDER shall furnish all materials, tools, equipment, and manpower to complete the work required by this Agreement. The SERVICE PROVIDER warrants that it holds all necessary licenses required to conduct the work required by this Agreement, and agrees to maintain said licenses in good standing during the term of this Agreement. The SERVICE PROVIDER shall immediately notify the CITY in the event of a loss, suspension or termination of any license required to perform the services set forth in this Agreement.

SECTION TWO
PLACE OF WORK

SERVICE PROVIDER agrees, on request, to come to the CITY's offices in Cocoa, Florida, or such other places as reasonably designated by the CITY, to meet with representatives of the CITY, as necessary.

SECTION THREE
TIME DEVOTED TO WORK

In the performance of services, the services and hours SERVICE PROVIDER is to work on any given day, will be entirely within SERVICE PROVIDER'S control and professional judgment, and CITY will rely upon SERVICE PROVIDER to exercise sound professional judgment, and to devote such time, as is reasonably necessary, to fulfill the intent and purpose of this Agreement, which is to source and provide on a cost effective basis, the benefit programs required by the CITY in accordance with the Scope of Services per **EXHIBIT "A**". All work furnished by the SERVICE PROVIDER hereunder shall conform to the highest quality professional standards of care and practice in effect at the time the work was performed.

SECTION FOUR
PAYMENT

SERVICE PROVIDER will be compensated through payment of a lump-sum annual consulting fee, prorated monthly based upon the annual pricing included in **EXHIBIT "C,"** attached hereto and incorporated herein by this reference, following delivery of a monthly invoice, except that it is understood that the SERVICE PROVIDER will continue to be compensated via commission through the end of the 2019/2020 benefit plan year for administrative convenience, which ends on September 30, 2020. The flat annual consulting fee in **EXHIBIT "C,"** prorated on a monthly basis, will be payable to the SERVICE PROVIDER effective October 1, 2020 and on a monthly basis going forward. However, any additional commissions received above the prorated monthly annual consulting fee amount for the remaining 2019/2020 benefit plan year (5 months) will be applied to offset future invoices within the 2020/2021 contract year. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes. The annual services to be provided by the SERVICE PROVIDER to the CITY are described in **EXHIBIT "A"** entitled "SCOPE OF SERVICES TO BE PROVIDED BY SERVICE PROVIDER." In addition, SERVICE PROVIDER shall provide the Additional Services listed in **EXHIBIT "A,"** and the use of the online benefit software, including the monthly maintenance of the system, open enrollment, annual benefit plan updates, and data warehousing. The undertaking by SERVICE PROVIDER to perform professional services defined within this Agreement extends only to those services specifically described herein. If upon the request of the CITY, SERVICE PROVIDER agrees to perform additional services hereunder, the CITY shall pay SERVICE PROVIDER for the performance of such additional services an additional amount (in addition to all other amounts payable under this Agreement) based on a mutually agreed upon addendum to this Agreement outlining such additional fee and services, executed by the parties to this Agreement addressing the additional services. The City shall not be responsible for the payment of any additional services provided by SERVICE PROVIDER unless the description of said services has been set forth in the aforementioned addendum and approved by the City Council or City Manager in accordance with the City's purchasing policies and procedures.

SECTION FIVE
TERM

The term shall commence upon the parties' execution of the Agreement. ("Commencement Date"). The term of this Agreement shall be three (3) years, and may be renewed for two (2) additional one year periods at the sole option of the CITY upon the same terms described herein and the annual consulting fees set forth in **EXHIBIT "C."** The CITY's City Manager may exercise this renewal option by providing the SERVICE PROVIDER with at least 120 days written notice in advance of the anniversary of the Commencement Date.

SECTION SIX
STATUS OF SERVICE PROVIDER

This Agreement calls for the performance of the services of SERVICE PROVIDER as an independent contractor, and SERVICE PROVIDER, an active Florida corporation, will not be considered an employee of the CITY for any purpose.

SECTION SEVEN
INDEMNIFICATION

SERVICE PROVIDER shall protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims, losses, suits, costs, expenses, fines, penalties, deficiencies, damages, obligations, and liabilities, including all attorney's fees and court costs through all appeals, for which CITY, its employees, agents, elected or appointed officials, and representatives can or may be held liable as a result of injury to persons (including death) or damage to property occurring by reason of any negligent acts or omissions or willful

misconduct of SERVICE PROVIDER, its employees, or agents arising out of or connected with this Agreement, or any inaccurate representation made by the SERVICE PROVIDER, its employees, or agents, or any errors and omissions of the

SERVICE PROVIDER, its employees, or agents, or any breach of this Agreement by SERVICE PROVIDER, its employees, or agents. SERVICE PROVIDER shall not be required to indemnify CITY or its agents, employees, or representatives when an occurrence results solely from the wrongful acts or omissions of CITY, or its agents, elected or appointed officials, employees, or representatives.

SERVICE PROVIDER shall protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims and liabilities, whether rightful or otherwise, that the work furnished by the SERVICE PROVIDER hereunder, or any part thereof, constitutes an infringement of any patent or copyright of the United States. SERVICE PROVIDER shall pay all damages and costs awarded against the CITY.

This indemnification paragraph shall survive the termination of this Agreement until such time as all pending claims between the parties have been settled, or if no such pending claims, until such time as all applicable statute of limitation time periods have expired with respect to the work performed by SERVICE PROVIDER pursuant to this Agreement.

SECTION EIGHT
TERMINATION

Notwithstanding Section Five, the CITY may terminate this Agreement for any reason, with or without cause and without penalty, by giving SERVICE PROVIDER sixty (60) days advance written notice of the CITY's intent to terminate the Agreement.

SECTION NINE
MISCELLANEOUS

1. As an independent contractor, SERVICE PROVIDER shall pay all expenses in connection with its consulting business and SERVICE PROVIDER will not incur any indebtedness on behalf of CITY with this AGREEMENT.

2. 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..

3. This Agreement shall constitute the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be waived, except by an instrument in writing executed by the CITY and SERVICE PROVIDER.

4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and the venue for any action brought or arising out of this Agreement shall be Brevard County, Florida for state court actions and Orlando, Florida for federal court actions.

5. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the

Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

6. This Agreement may be amended, extended, or renewed only with the written approval of the parties.

7. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. The SERVICE PROVIDER recognizes that any representations, statements or negotiations made by CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing and signed by an authorized CITY representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

8. CITY and SERVICE PROVIDER 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.

9. The CITY intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the CITY's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the CITY's potential liability under state or federal law. SERVICE PROVIDER agrees that CITY shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, CITY shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

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IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, CShealy@cocoafl.org, 65 Stone Street, Cocoa, FL 32922.

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

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IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

CITY OF COCOA, FLORIDA

ATTEST:

BY: _____
JAKE WILLIAMS, JR.
MAYOR

BY: _____
CARIE SHEALY

Date: _____

(CITY SEAL)

SERVICE PROVIDER

BY: _____

ITS: _____

Date:_____

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B. Provide an online benefit enrollment program with ongoing service and support of all benefit programs selected, including but not limited to online enrollment system, qualifying events, eligibility transmittal to contractors, reports, and on-going day-to-day requests (must be an online system compatible with Central Square Payroll Applications (Sunguard / Naviline);
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C. Act as a resource to advise the City in the areas of HIPAA, PPACA, FMLA, ADAAA, COBRA, ERISA, Section 125, EEO laws and any other areas in the insurance field where expertise and guidance may be requested;

D. Assist in areas of compliance, Summary Plan Descriptions, IRS form 5500, Forms 1094-1095, Non-Discrimination Tests, etc.;

E. Assist the City with the annual actuarial filing as required under F.S.§ 112.08 for self-funded medical plans.

F. Researching and advising the City of change in federal and/or local laws that could affect the City and employee benefit programs;

G. As requested by the City, preparing solicitation specifications and soliciting proposals from insurance markets that specialize in group insurance plans as needed. Evaluate submittals and respondents including administration, claim payment procedures, customer service, network, reserve establishment policies, financial soundness, and identifying the most cost-beneficial package from among various bid/proposers;

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P. Advise the City regarding "gaps" in coverage and/or inadequate coverage;

Q. Participate in marketing and educational programs;

R. Assistance with maintaining up-to-date policies and procedures to insure compliance with federal and state standards and regulations;

S. Attend events concerning the City's Insurance matters including the Wellness and Benefits Fair, City Council meetings discussing insurance and employee benefits, or any insurance or wellness committee meetings and any other meeting deemed appropriate by the City;

T. Provide the City with any additional recommendations including but not limited to benefits and wellness programs or initiatives that will foster innovative practices and options; and, assist the City with the implementation and communication of new programs or changes to existing programs;

U. Any additional services agreed upon by the City and Agent/ Insurance Broker;

V. Assisting City staff in administering all group insurance plans, responding to questions from and providing information to staff and providing other consulting services during the course of the plan year;

W. Review claims experience, claim service, and claim administration to ensure maximum benefit to the City and covered plan members;

X. Determine and recommend the most economical funding methods for the benefit programs, to include fully-insured, self-insured, and/or minimum premium programs, and strike a balance between cost and comprehensiveness of the programs;

Y. Meet and provide reports to the various City representatives, including Human Resources, Finance and City Management departments;

2. Additionally, inclusive to this agreement are the standard SERVICE PROVIDER Services, provided for each plan year of October 1 – September 30th, pursuant to this agreement, as outlined below:

A. Conduct detailed review, analysis and projection sessions with decision makers at key points throughout the plan year: mid-plan year, fourth quarter, and pre-renewal.

B. Negotiate renewal rates, benefits, and services with group insurance carriers to maximize value for the CITY.

C. Attend and/or conduct group insurance committee meetings with employees and management. Conduct review sessions and renewal negotiations based on experience periods.

- Provide review/analysis/projections to include:
- Projected renewal costs
- Enrollment analysis and comparisons
- Claims analysis and comparisons
- High cost claim summary
- Network utilization and cost avoidance reports
- Any additional reports determined to be needed and available and that the SERVICE PROVIDER believes will be beneficial to the CITY

Exhibit A Continued

D. Support the CITY administrative staff by resolving important enrollment and billing problems.

E. Serve the CITY's employees by resolving individual benefit delivery issues including special problems with providers and claims.

F. Assist with annual employee open enrollment meeting for the purpose of supporting and improving service to employees and assist the CITY in getting an online enrollment system up and running on the CITY's system.

G. Provide detailed quarterly reports analyzing plan revenues, claims, and administrative expenses and their fees including SERVICE PROVIDER commissions, in a format that is easy to understand and helpful in decision-making.

H. Be available for questions, explanations, discussions, and respond to requests from Human Resources or City Management within the time frame requested.

I. Provide guidance and assistance with COBRA compliance and administration.

J. Provide administration (or pay for administration services) for COBRA voluntary benefits, leave of Absence voluntary benefits, and Retiree voluntary benefits.

K. Meet with employee insurance advisory committee about strategic planning on an as needed basis.

- Provide Additional Services
- Program Implementation
- Ongoing Service
- On-site Service
- Employee Surveys
- Employee Benefits Handbook
- In-House Graphics Department – Professional Employee Communications
- Produce Formal Proposals / Make Presentations

Why Bentek?

Bentek was founded specifically to alleviate frustration and transform benefits administration for the public sector. With over 15 years of experience dedicated to problem solving, unique approaches to technology solutions, and a service model unheard of in the market, Bentek is a top choice for Public Sector entities. Bentek's services consolidate administrative processes, automate with seamless integration and simplify the experience for end users.

Bentek offers a holistic and consultative approach to implementation. Through collaborative efforts with clients, Bentek builds relationships, gains complete understanding of current processes and challenges and entrusted to deliver a comprehensive and customized solution. The Bentek team does all the work including project management, system configuration and testing to deploy with accuracy, efficiency and 100% success.

KEY DIFFERENTIATORS:

- White-glove service model managing the initial implementation and annual renewal processes.
- All-inclusive support model is Bentek's only support model. Clients always have access to our team of benefit experts.
- Bentek is a proprietary platform developed and supported by our own innovative software engineering team.
- Developed deliberately to be the one stop solution for benefits administration.
- Full client transparency including client engagement in the development of new features and public product roadmap.
- Comprehensive core offering so clients don't have to pick and choose what features they need; they get them all!
- Initial data audits are conducted to resolve enrollment, eligibility, and payroll discrepancies.
- Payroll audit feature is included as part of our core services because we know deduction accuracy is critical for both employees and administrators.

BENTEK CORE OFFERING:

- ✓ Customized benefits administration platform
- ✓ Employee self-service and online enrollment
- ✓ Retiree self-service and online enrollment
- ✓ Open enrollment
- ✓ New hire enrollment
- ✓ Qualifying events
- ✓ Carrier and EDI file feeds
- ✓ File and report scheduling
- ✓ Payroll integration via API's and flat files
- ✓ Standard bills and consolidated billing
- ✓ Standard Reports
- ✓ Custom Reporting Tool
- ✓ Carrier self-bills
- ✓ Plan Comparison tools
- ✓ Announcement Center

bentek BENEFITS TECHNOLOGY

- ✓ Automated Notifications
- ✓ Multi-Factor Authentication
- ✓ Training videos and documentation
- ✓ Target employee communications
- ✓ Dependent verification and tracking tools
- ✓ Document Center
- ✓ Employee files management
- ✓ Management of approvals and pending events
- ✓ Dependent age management
- ✓ Retirement age management
- ✓ New hire management
- ✓ Beneficiary management
- ✓ Automated personnel data import
- ✓ Automated payroll and eligibility audits
- ✓ Wellness program management

OPTIONAL SERVICES PROVIDED BY RECOMMENDED THIRD-PARTY PARTNERS:

✓ ACA measurement and tracking ACA reporting

BENTEK HAS REPLACED SEVERAL COMPETITOR SYSTEMS DUE TO THE FOLLOWING LIMITATIONS:

- Lack of platform configuration abilities to handle employee classifications and rules
- Lack of technical support, no dedicated resources
- Costly fees to support the annual renewal process
- Errors during implementation that were never corrected
- Inability to store and manage retiree populations
- Technical limitations to integrate with payroll/HRIS system
- Inability to successfully produce and transmit eligibility data to carriers
- Lack of functionality for employee users
- Implementation delays
- Failure to launch
- Additional costs required for consultants to assist with new plan year and open enrollment set-up each year
- Inability to audit and confirm that eligible accurately matches payroll
- Inability to handle self-billing to reconcile in real-time
- Over-age dependents cannot be verified and tracked
- Does not support document uploads so employees can provide supporting documentation electronically
- Does not have automated notifications to both administrators and employees
- Does not offer added layers of security such as SSA and MFA
- System shut-down (black-out) periods
- Limited employee functionality
- Lack of benefit history
- Limited reporting available

Competitors replaced include: PlanSource, UltiPro, Tyler Munis, Oracle, BenSelect, ADP, Oracle/PeopleSoft, Benefitfocus, CGS

EXHIBIT C – Bid/Proposal Annual Pricing

Bid/Proposal Form Worksheet

Description	A Contract Year 1	B Contract Year 2	C Contract Year 3	Optional Renewal Period Year 4	Optional Renewal Period Year 5
Employee Benefits Consulting	95,000.00	95,000.00	95,000.00	97,850.00	100,785.00
Employee Benefits Software	35,000.00	35,000.00	35,000.00	38,000.00	38,000.00
Employee Health Clinic Oversight	Included	Included	Included	Included	Included
Wellness Program Oversight	Included	Included	Included	Included	Included
Graphics & Benefits Comm Svs	Included	Included	Included	Included	Included
GG NavMD Data Analytics	Included	Included	Included	Included	Included
112.08 Actuarial Filing Services	Included	Included	Included	Included	Included
Travel to City meetings/events	Included	Included	Included	Included	Included
		Total Bid/ Proposal	Years 1-3 390,000.00	Year 4 135,850.00	Year 5 138,785.00

Legislation Details (With Text)

File #:	20-209	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Multi-Year Contract
File created:	4/2/2020			**In control:**	City Council
On agenda:	4/22/2020			**Final action:**	
Title:	Approve a Resolution Amending the FY2020 Budget, accepting a Multi-Year Grant award from the Florida Department of Agriculture and Consumer Services through the Florida Forest Service, and also provide the funding for the City's Revenue Match, Budget Amendment Form # 20-060-A. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Managing Urban Forests Grant Award Package.pdf Terms of Managing Urban Forests Grant.pdf Budget Resolution FY 2020.pdf BAF 20-060-A -PW-Forestry Grant Amendment (4-22-20)~ Agenda 20-209.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 2, 2020
Agenda Date: April 22, 2020
Prepared By: Frank Mirabito, Project Manager
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve a Resolution Amending the FY2020 Budget, accepting a Multi-Year Grant award from the Florida Department of Agriculture and Consumer Services through the Florida Forest Service, and also provide the funding for the City's Revenue Match, Budget Amendment Form # 20-060-A .

BACKGROUND:

The Managing Community Forests Grant Program is a new initiative that began in 2019. The purpose of this new program is to provide financial assistance to local governments or Native American tribal governments to initiate or enhance local urban and community forestry programs over a three-year period within the state of Florida.

The Managing Community Forests Grant is intended to help local governments start or develop urban forestry programs by establishing a clear path to an effective urban forest management strategy. As funding allows, selected communities will receive a total of three contracts over a three-year period to conduct a tree inventory, establish an urban forest master plan, and undertake a planting project to meet goals identified in the master plan.

The contract for the first year will be to develop a local tree inventory or a hazardous tree inventory on non-federal public properties (includes parks, rights-of-way, and preserves). This can include the purchase of hardware, software, and related equipment, as well as fees paid to vendors to conduct the inventory. The first-year award is up to $25,000 with $25,000 City matching funds for a tree inventory.

The second-year contract will fund the development of a plan to guide the management of urban trees on non-federal public properties. Management planning must include a tree care ordinance review or suggested language for a new ordinance. Plans must also utilize the information from the year 1 tree inventory and include: priority planting areas, canopy goals, and a metric on how to measure progress. The second-year is up to $15,000 with $15,000 City matching funds for creating a management plan of the City's urban trees utilizing the tree inventory.

The third and final contract of this program will be for a planting project related to a goal set forth in the management plan. Local groups such as the tree board, master gardeners, 4-H or Future Farmers of America classes should be engaged in the project. The third-year is up to $15,000 with $15,000 City matching funds to plant trees as defined in the management plan.

The City intends to utilize the arbor care funds from PZ-19-00200009 and future tree removal mitigation funds to cover the majority of the City's matching funds.

STRATEGIC PLAN CONNECTION:

Assist the City to develop an urban forestry program by establishing a clear path to an effective urban forest management strategy consistent with the intent of the City Tree Ordinance.

BUDGETARY IMPACT:

FY2020

Budget Amendment Form # 20-060-A

Revenue:
Account Name USDA/Forest SVC 26866
Account Number 001-0000-331.39-12
Amount $25,000

Account Name Fund Balance Reserves
Account Number 001-0000-389.99-50
Amount $25,000

Expense:
Account Name USDA Manage Forest Grant
Account Number 001-3520-572.31-00
Amount $50,000

Second Year: Grant $15,000 General Fund Match $15,000
Third Year: Grant $15,000 General Fund Match $15,000

PREVIOUS ACTION:

Council approved this grant application on October 23, 2019.

RECOMMENDED MOTION:

Approve a Resolution Amending the FY2020 Budget, accepting a Multi-Year Grant award from the Florida Department of Agriculture and Consumer Services through the Florida Forest Service, and also provide the funding for the City's Revenue Match, Budget Amendment Form # 20-060-A

FLORIDA FOREST SERVICE
(850) 681-5800



THE CONNER BUILDING
3125 CONNER BOULEVARD
TALLAHASSEE, FLORIDA 32399-1650

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

COMMISSIONER NICOLE "NIKKI" FRIED

March 17, 2020

Mr. Anthony Hagan
City of Cocoa
65 Stone Street
Cocoa, Florida 32922-7982

Contract Number 26866

Dear Mr. Hagan:

The Florida Department of Agriculture and Consumer Services, Florida Forest Service, is pleased to inform you that your application for the Urban and Community Forestry Grant program has been approved. The Subrecipient Fact sheet and Federal Funding Accountability and Transparency Act (FFATA) form are included in the attachments to this award letter. The approved amount of the federal financial assistance award is $25,000.00.

This letter and its attachments outline the terms and conditions of accepting our federal financial assistance award. Please read the subrecipient agreement carefully. Sign both copies of the subrecipient agreement and **return one signed copy along with the Subrecipient Fact sheet and the FFATA form within thirty (30) days** to Kelly Boutwell at the above address.

Please be aware that subrecipients must register their current Federal Employer Identification Number (FEIN) and mailing address at www.MyFloridaMarketplace.com and complete the Department of Financial Services (DFS) required Substitute Form W-9 before a reimbursement payment can be made to the subrecipient.

Congratulations on your successful application. We look forward to working with you during the coming year.

Sincerely,

Will Liner
Urban Forestry Programs Coordinator
Phone: (850) 681-5881

NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

FEDERAL FINANCIAL ASSISTANCE AGREEMENT FACT SHEET

1. **Federal Award Identification Number (FAIN):** 19-DG-11083112-001		2. **Federal Award Number**: 26275
3. **Federal Award Agency**: USDA Forest Service	4. **Federal Award Title:** Consolidated Payment Grant	
5. **Federal Award Project Description:** Technical and financial assistance to state forestry agencies		
6. **CFDA Program Title**: Cooperative Forestry Assistance		
7. **CFDA Number**: 10.664	8. **Federal Award Date**: 10/01/18	9. **Federal Award Amount**: $650,460
10. **Recipient**: Florida Forest Service 3125 Conner Boulevard, C-25 Tallahassee, FL 32399-1650		11. **Recipient Grant Manager**: Name: Will Liner Email: will.liner@fdacs.gov Phone: 850-681-5881
12. **Subrecipient**: Name: City of Cocoa Address: 65 Stone Street City, State, Zip + 4: Cocoa, Florida 32922-7982		13. **Subrecipient Authorized Representative**: Name: Anthony Hagan Email: ahagan@cocoafl.org Phone: 321-433-8684
14. **Subrecipient FEIN**: 59-6000292		15. **Subrecipient DUNS Number**: 079195608
16. **Subrecipient Agreement Number**: 26866		17. **Subrecipient Award Amount**: $55,000
18. **Subrecipient Project Title**: City of Cocoa Urban Forestry Management		
19. **Subrecipient Period of Performance**: Upon execution through 02/28/21		20. **Research and Development Award**: N/A
21. **Approved indirect cost rate**: 5%		22. **Subrecipient Matching Amount:** $55,000

I certify that the above information is correct.

Authorized Signature _____ Date _____

NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

2 CFR 200

1. **Federal Award Identification Number (FAIN):** 19-DG-11083112-001	2. **Federal Award Number**: 26275
3. **Recipient**: Florida Forest Service 3125 Conner Boulevard, C-25 Tallahassee, FL 32399-1650	4.**Recipient Grant Manager**: Name: Will Liner Email: will.liner@fdacs.gov Phone: 850-681-5881
5. **Subrecipient**: Name: City of Cocoa Address: 65 Stone Street City, State, Zip + 4: Cocoa, Florida 32922-7982	6. **Subrecipient Authorized Representative**: Name: Anthony Hagan Email: ahagan@cocoafl.org Phone: 321-433-8684
7. **Subrecipient FEIN**: 59-6000292	8. **Subrecipient DUNS Number**: 079195608
9. **Primary Performance Location, if different than (12) below**: Address: City: Right of Ways and Parks located in Cocoa State: Zip code + 4:	
10. **County of Primary Performance**: Brevard	11. **Congressional District**: 8
12. **Performance in multiple counties: Yes or No. If yes, indicate the counties**. n/a	

I certify that the above information is correct.

_____ _____

Authorized Signature Date

NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

FEDERAL FINANCIAL ASSISTANCE SUBRECIPIENT AGREEMENT

FDACS CONTRACT #
026866

This Federal Financial Assistance Subrecipient Agreement ("AGREEMENT") made and entered into this _____ day of_____, 20___ by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, ("RECIPIENT"), and the City of Cocoa, ("SUBRECIPIENT"). The SUBRECIPIENT shall perform the Scope of Work as outlined in Attachment A, hereby incorporated and attached hereto.

The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is 70151500.

A. SUBAWARD AMOUNT

This contract is a three-year program and the Subrecipient will receive a one-year contract with two renewals totaling $55,000.00. Contract renewal for years one and two are contingent upon successful completion of the previous year's contract.

The first year will have an award amount of $25,000.00 with a 1:1 match required (refer to section F - MATCHING OR COST SHARE). This year will be the development of a local tree inventory/hazardous tree inventory on non-federal public properties (includes parks, rights-of-way and preserves).

The second year will have an award amount of $15,000.00 with a 1:1 match required (refer to section F - MATCHING OR COST SHARE). This year will be for creating a management plan to guide the management of urban trees on non-federal properties. Management planning must include tree care ordinance review or suggested language for a new ordinance. Plans must also utilize the information from the first-year tree inventory, priority planting areas, canopy goals and metric on how to measure progress.

The third year will have an award amount of $15,000.00 with a 1:1 match required (refer to section F - MATCHING OR COST SHARE). This year is for tree planting. The planting project must relate to a goal and priority area set forth in the second-year management plan. An ISA Certified Arborist must oversee the installation of the trees and a three-year maintenance plan is required prior to planting. Funds may only be used for purchase and planting of trees/palms. Purchase and planting of shrubs and ground covers (not

sod) in conjunction with the tree planting may only serve as a matching cost and cannot be reimbursed. A sixty-day "grow-in period" is required prior to Certification.

In no event shall the RECIPIENT be liable for payment of any amount, which exceeds the total award amount.

B. EFFECTIVE DATE/TERM

1. The effective date of this AGREEMENT shall commence upon execution and, unless sooner terminated or canceled, shall end on the 28th day of February of 2021 ("Term").

2. No-cost extensions require the prior written approval of the RECIPIENT and must be submitted not less than sixty (60) days prior to the end of the Term. Extension requests, which exceed the federal agency award period, will not be granted.

C. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT

1. The SUBRECIPIENT shall comply with 2 CFR, Part 25, "Financial Assistance Use of Universal Identifier and System of Award Management" (SAM). The SUBRECIPIENT must register and maintain a registration in SAM until submittal of the final financial report. A data universal numbering system (DUNS) number is required for registration in SAM.

2. Compliance with 2 CFR, Part 25 is not required for individuals.

D. FINANCIAL AND PROGRAM MANAGEMENT

1. Statutory and National Policy Requirements

a. All expenditures of federal financial assistance under the AGREEMENT shall be in compliance with all applicable laws, rules and regulations applicable to expenditures of federal funds.

b. The SUBRECIPIENT shall implement applicable National Policy Requirements.

2. Deliverables

a. The SUBRECIPIENT must provide quantifiable, measurable and verifiable units of Deliverables (Deliverables) which must be received and accepted in writing by the RECIPIENT before payment. Deliverables must be directly related to the Scope of Work; specify minimum levels of service to be performed; and contain criteria for evaluating the

successful completion of each Deliverable. The Deliverables are set forth in the Scope of Work outlined in Attachment A.

3. Financial Management

   a. The SUBRECIPIENT shall maintain an accounting system and a set of accounting records, which allow for the identification of revenues and expenditures related to this AGREEMENT.

   b. The SUBRECIPIENT shall comply with 2 CFR, Part 200 and adhere to the accounting principles and procedures required therein, use adequate internal controls and maintain necessary source documentation for all costs incurred.

4. Reimbursement Requests

   a. The allowability of costs shall be in accordance with the federal financial assistance cost principles applicable to the SUBRECIPIENT and terms of this AGREEMENT.

   b. The SUBRECIPIENT shall submit the payment request packet to the RECIPIENT's grant manager not more often than monthly, but not less often than quarterly, beginning July 1, 2020. To be eligible for reimbursement, costs shall be allowable, necessary and reasonable, and must be submitted by budget category consistent with the budget plan, Attachment B, hereby incorporated and attached hereto.

   c. All reimbursement requests must be submitted using the RECIPIENT's standard payment request packet and provide supporting documentation for each cost. An authorized SUBRECIPIENT representative shall sign the certifications on the payment request packet submitted.

   d. The payment request packet is downloadable from **http://forms.FDACS.gov/02019.pdf**.

   e. A SUBRECIPIENT whose federal financial assistance grant provides an online reimbursement system for reporting reimbursement details shall use the online reimbursement system instead of the payment request packet.

   f. Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses. Any travel expenses must be specified in the Budget Plan and Scope of Work.

g. **Travel and per diem costs are not allowable under this contract.**

h. No advance payments are allowed.

5. Payment of Reimbursement Requests

a. Payment for allowable, necessary and reasonable costs shall be made within thirty (30) days after acceptance by the RECIPIENT. Payment request packets returned to the SUBRECIPIENT due to omissions or preparation errors will result in a payment delay.

b. Payment requests for a percentage of work completed on each task deliverable are allowed.

c. Payment is contingent upon the availability of funding from the federal agency and SUBRECIPIENT'S compliance with the terms and conditions of this AGREEMENT.

d. The final payment under this AGREEMENT shall be made upon completion of the Scope of Work including all deliverables and the receipt and approval of all reports required hereunder.

(1) Reimbursement Request Form with required backup documentation.

(2) Final report summarizing what was accomplished with the grant funding.

(3) Copy of a news release that will be submitted to a local publication crediting the U.S. Forest Service for providing funding.

(4) Certification of Acceptance executed by a Florida Forest Service official.

The SUBRECIPIENT must submit the final claim for reimbursement to the RECEIPIENT on or before 30 days from the end of the term of the contract.

e. Disallowance or adjustments due to audit findings may require the SUBRECIPIENT to return funds to the RECIPIENT. The SUBRECIPIENT is solely responsible for reimbursing the RECIPIENT for amounts incorrectly paid to the SUBRECIPIENT.

6. Program Income

a. "Program income includes but is not limited to income from

fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds". 2 CFR, 200.80

b. The SUBRECIPIENT must report to the RECIPIENT any program income received or anticipated from the activities performed under this AGREEMENT.

7. Revision of Budget Plan

a. The Budget Plan lists costs and budget categories to fund the SUBRECIPIENT'S performance of the Scope of Work including the completion of Deliverables.

b. SUBRECIPIENT is required to report any transfers from one approved budget category to another approved budget category. If the cumulative budget transfers meet or exceed ten percent (10%), prior approval, evidenced by contract amendment, is required.

c. Prior approval, evidenced by contract amendment, is required for:

(1) any transfers from an approved budget category to an unapproved budget category. An unapproved budget category is defined as having no funds allocated in the original Budget Plan.

(2) any equipment purchases not noted in the original Budget Plan and/or Scope of Work.

(3) any subawarding or contracting out of any work not noted in the original Budget Plan and/or Scope of Work.

8. Revision of Scope of Work

a. The SUBRECIPIENT shall report any changes to the Scope of Work including but not limited to changes in the objectives, changes in key personnel, reduction of work effort by key personnel and delays in completion of the work.

9. Acknowledgements

a. The SUBRECIPIENT shall have an acknowledgement of the USDA Forest Service's support placed on any publication written

or published or audiovisual produced with grant support and, if feasible, on any publication reporting the results of, or describing, a grant-supported activity, or audiovisuals produced with grant support. This requirement does not apply to audiovisuals produced as research instruments or for documenting experimentations or findings and not intended for presentation or distribution to the public. Minimum verbiage requirement is as follows: *"This publication made possible through a grant from the USDA Forest Service in cooperation with the Florida Forest Service."*

b. Publication means a published book, periodical, pamphlet, brochure, flier, or similar item.

c. Audiovisual means a product containing visual imagery or sound or both.

d. The SUBRECIPIENT acknowledgement must contain a disclaimer that says: "Any opinions, findings, conclusions, or recommendations expressed in this publication or audiovisual are those of the author(s) and do not necessarily reflect the view of the USDA Forest Service".

e. Language shall read:

The work upon which this (insert publication or audiovisual or both) is based was funded, in whole or in part through a subrecipient grant awarded by the USDA Forest Service through the Florida Department of Agriculture and Consumer Services. The contents do not necessarily reflect the views or policies of the USDA Forest Service nor does mention of trade names, commercial productions, services or organization imply endorsement by the U.S. Government.

E. PROPERTY STANDARDS

1. Equipment and Real Property

a. Equipment must be used in the project for which the federal funds are derived.

b. The federal agency has a vested interest in equipment and/or real property which, when purchased, exceeds $5,000 in value. If a title is issued for the equipment and/or real property, the federal agency must be listed on the title.

c. The SUBRECIPIENT must maintain property records, which include, but are not limited to, the description, serial

number or other identification number, acquisition date, cost, location, percentage of federal participation in the cost of the property, use and condition of the property. When the property is disposed of, the property records must be updated with the date of disposal and sale price of the property.

d. A physical inventory is required at least once every two years.

e. If the equipment and/or real property are to be sold or used as a trade-in, approval of the RECIPIENT is required.

f. At the end of the award period, the SUBRECIPIENT is required to request from the RECIPIENT disposal instructions and is required to notify the RECIPIENT of the fair market value of the equipment and/or real property.

2. Insurance Coverage

a. The SUBRECIPIENT will carry sufficient insurance coverage to protect all assets required under the AGREEMENT from loss due to theft, fraud and/or undue physical damage. SUBRECIPIENT shall carry insurance on its own assets in commercially reasonable amounts and all statutorily required insurance, including without limitation Workers' Compensation insurance.

3. Intellectual Property

a. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this AGREEMENT shall become the exclusive property of the RECIPIENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the SUBRECIPIENT nor any individual employed under this AGREEMENT shall have any proprietary interest in such property.

b. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the RECIPIENT.

c. In the event it is determined as a matter of law that any such work is not a "work for hire," SUBRECIPIENT shall immediately assign to the RECIPIENT all copyrights

subsisting therein for the consideration set forth in the AGREEMENT and with no additional compensation.

d. The foregoing shall not apply to any preexisting software, or other work of authorship used by SUBRECIPIENT to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by SUBRECIPIENT pursuant to a previous AGREEMENT with the RECIPIENT or by a purchase by the RECIPIENT under a state term contract.

F. MATCHING OR COST SHARE (IF APPLICABLE)

1. The matching or cost share portion must be tracked using a unique identifier in the SUBRECIPIENT accounting system.

2. If the matching or cost share portion is not met, the RECIPIENT may disallow costs paid with federal funds in proportion to the reduction in the matching or cost share amount.

3. The matching or cost share portion must be incurred in direct proportion to the amount of federal funds used.

4. The matching or cost share portion must be reported based upon the Budget Plan submitted with the APPLICATION.

5. Records for in-kind contributions, which are based upon volunteer hours, must have timesheets or a sign in/sign out log and must explicitly state the method for valuation of the hours. The value must be reasonable.

6. Records for in-kind contributions, which are based upon goods or services provided, must have an invoice, if available, or must explicitly state the method for the valuation. The value must be reasonable.

7. In-kind contributions must be provided by a third party during the period for which they are being claimed.

8. The matching or cost share portion must not be counted towards other cost sharing requirements. Neither costs nor values of third-party in-kind contributions may count if they have been used towards other cost sharing requirements.

G. GENERAL PROCUREMENT STANDARDS

1. The SUBRECIPIENT will follow the same policies and procedures it uses for procurements from other funding sources.

2. The SUBRECIPIENT must have documented procurement procedures.

3. The SUBRECIPIENT must have written policies on standards of conduct covering conflicts of interest. No employee, officer, or agency may participate in the selection, award or administration of a contract supported by federal funds if he or she has a real or apparent conflict of interest.

H. PERFORMANCE MONITORING AND REPORTING

1. The SUBRECIPIENT shall submit detailed quarterly reports using the format and content shown on the RECIPIENT's performance progress report. The performance progress report is downloadable from **http://forms.FDACS.gov/02018.pdf**.

2. In the event the AGREEMENT is terminated, the SUBRECIPIENT shall furnish a report detailing progress made under this AGREEMENT through the date of termination within twenty (20) days of termination.

3. The SUBRECIPIENT shall cooperate in all on-site reviews from the RECIPIENT, its authorized representatives or federal government personnel.

4. The review personnel will be given full and complete access during normal business hours to all information related to the performance of this AGREEMENT to ensure compliance with project activities and statutes, regulations and rules.

5. The RECIPIENT will give 48 hours of notice of any on site review.

6. The SUBRECIPIENT shall make available all personnel involved in the performance of work on this AGREEMENT.

7. Failure to correct substandard performance within thirty (30) days after written notice from the RECIPIENT shall result in suspension and/or termination of the AGREEMENT.

I. RECORD RETENTION AND ACCESS

1. Retention Requirements for Records

   a. Upon reasonable notice, the RECIPIENT shall have access to the SUBRECIPIENT'S records during normal business hours.

   b. The SUBRECIPIENT shall maintain all records pertinent to the activities to be funded under this AGREEMENT for a period of five (5) years after final payment is received

and for such additional period as may be required until all claims, litigation and appeals pertaining or related to the AGREEMENT have been completely resolved.

2. Public Access to Records

a. The SUBRECIPIENT shall comply with all applicable requirements of Chapter 119, Florida Statutes.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FDACS.GOV

J. REMEDIES FOR NONCOMPLIANCE

1. Prior to the exercise of any remedy provided for herein, the RECIPIENT shall provide thirty (30) calendar days written notice of default and shall provide the SUBRECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the RECIPIENT shall have all rights and remedies provided at law or in equity, including without limitation the following:

a. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.

b. Disallow all or part of the cost of the services not in compliance.

c. Wholly or partly suspend or terminate this AGREEMENT.

2. Termination

a. The RECIPIENT may suspend or terminate this AGREEMENT if the SUBRECIPIENT:

(1) Fails to comply with any applicable rules, regulations or provisions referred to herein, or any other applicable state or federal statutes, rules, regulations, executive orders, federal guidelines, policies or directives;

(2) Fails, to timely fulfill its obligations under the AGREEMENT;

(3) Improperly or illegally uses funds provided under this AGREEMENT; or

(4) Submits reports that are incorrect in any material respect.

b. This AGREEMENT may be terminated for convenience by either party upon giving not less than thirty (30) days advance written notice to the other party. SUBRECIPIENT shall be paid for all work satisfactorily performed prior to the date of termination provided SUBRECIPIENT has otherwise complied with the terms of this AGREEMENT, including the submission of all reports.

3. Financial Consequences

a. If final paperwork is not submitted within 45 days of completion of the project, payment to the SUBREICIPIENT will NOT be made.

b. Financial penalties for not completing Deliverables will be calculated by dividing the total award amount by the number of Deliverables unless otherwise noted in the Scope of Work. The financial penalty for missing Deliverables will be applied to the final payment.

K. CLOSE OUT

1. Notwithstanding the termination or expiration of this AGREEMENT, the SUBRECIPIENT'S obligations to the RECIPIENT shall survive until all close out requirements are completed. Close out activities shall include but are not limited to: completing and submitting final reports, properly disposing of property, accounting for unspent cash advances and program income and transferring custodianship of records to RECIPIENT or its designee.

2. Post-close Out Adjustments
Any funds paid in excess of the amount to which the SUBRECIPIENT is entitled under the AGREEMENT must be refunded to the RECIPIENT within thirty (30) days after demand therefore by RECIPIENT.

L. AUDIT REQUIREMENTS

1. Audit Provisions

a. If the SUBRECIPIENT is a state or local government or a nonprofit organization, the audit provisions as defined in 2 CFR, Part 200 Subpart F are applicable.

b. If the SUBRECIPIENT is a commercial organization (For-Profit), the organization will provide the RECIPIENT with its annual audited financial statement or the annual tax return provided to the Internal Revenue Service.

c. Audit provisions are not required for a SUBRECIPIENT who is an individual.

d. In the event that the SUBRECIPIENT expends $750,000 or more in federal awards in its fiscal year, the SUBRECIPIENT must have a single or program-specific audit conducted in accordance with the 2 CFR, Part 200 Subpart F.

e. If the SUBRECIPIENT expends less than $750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR, Part 200 Subpart F is not required. Records must be available for audit or review if necessary.

f. If the SUBRECIPIENT expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted, the cost of the audit must be paid from non-federal resources.

2. Basis for Determining Federal Awards Expended

a. In determining the federal awards expended in its fiscal year, the SUBRECIPIENT shall consider all sources of federal awards, including federal resources received from the RECIPIENT.

b. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR, Part 200 Subpart F.

3. Relation to Other Audit Requirements

a. If the SUBRECIPIENT has an audit conducted in relationship to any other federal regulation or statute, the RECIPIENT may determine upon review if the audit reports meet the needs of the RECIPIENT. If so, an additional audit will not be required.

b. An audit of the SUBRECIPIENT conducted by the Auditor General in accordance with provisions of 2 CFR, Part 200

Subpart F will meet these requirements.

c. These provisions do not limit the authority of the federal agency, Inspector General, General Accounting Office (GAO) or RECIPIENT to conduct or arrange for the conduct of audits or evaluations of federal financial assistance awards.

4. Frequency of Audits

a. Audits shall be performed annually to meet this requirement.

5. Sanctions

a. If the SUBRECIPIENT is unwilling or has a continued inability to have an audit conducted, the provisions for noncompliance will be enforced.

6. Subrecipient Responsibilities

a. The SUBRECIPIENT shall arrange for the audit to be conducted in a timely manner and submitted as required in 2 CFR, 200.512.

b. The SUBRECIPIENT shall prepare the financial statements in accordance with 2 CFR, 200.510.

c. The SUBRECIPIENT shall promptly follow up and take corrective action on audit findings.

d. The SUBRECIPIENT will provide the auditor with access to records, personnel, documentation and other information as needed by the auditor.

7. Audit Findings Follow-up

a. At the completion of the audit, the SUBRECIPIENT must prepare, in a document separate from the auditor's findings a corrective action plan to address each audit finding included in the current year auditor's reports.

b. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned and the anticipated completion date.

c. If the SUBRECIPIENT does not agree with the audit findings or believes corrective action is not required, then the

corrective action plan must include an explanation and specific reasons.

d. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within thirty (30) days after receipt by the SUBRECIPIENT.

e. Failure of the SUBRECIPIENT to comply with the above requirement will constitute a violation of this AGREEMENT and may result in the withholding of future payments.

8. Report Submission

a. The audit must be completed and the data collection form and reporting package must be submitted within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.

b. The SUBRECIPIENT must submit required data elements described in Appendix X to 2 CFR, Part 200 - Data Collection Form (SF-SAC), which states whether the audit was completed in accordance with this part and provide information about the SUBRECIPIENT, its federal programs and the results of the audit.

c. A senior representative of the SUBRECIPIENT must sign a statement to be included as part of the data collection that the SUBRECIPIENT has complied with the audit requirements, the data was prepared in accordance with 2 CFR, 200.512, the reporting package does not include protected personally identifiable information, the information is accurate and complete, and the reporting package and form will be publicly available on the web.

d. The SUBRECIPIENT shall also submit to the RECIPIENT's Grant Manager one copy of the audit report, reporting package, any management letter issued by the auditor and data collection form described in Appendix X to 2 CFR, Part 200.

e. The SUBRECIPIENT is required to use the internet submission form on the Federal Audit Clearinghouse (FAC) website. The FAC website is located at **http://harvester.census.gov/fac/**.

f. The SUBRECIPIENT shall ensure that audit working papers are made available to the RECIPIENT, or its designee, Chief

Financial Officer or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the RECIPIENT.

M. GENERAL CONDITIONS

1. Nothing contained in the AGREEMENT is intended to, or will be construed in any manner, as creating or establishing the relationship of principal and agent or employer and employee between the parties. The SUBRECIPIENT will at all times remain an independent contractor with respect to the services to be performed under the AGREEMENT.

2. Any changes to the AGREEMENT require the written approval of each party's authorized official.

3. The RECIPIENT shall have the right of unilateral cancellation for refusal by the SUBRECIPIENT to allow public access to all documents, papers, letters or other material made or received by the SUBRECIPIENT in conjunction with the AGREEMENT, unless the records are confidential or exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.

4. The SUBRECIPIENT is informed that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a SUBRECIPIENT, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

5. The CONTRACTOR shall not discriminate on the basis of race, sex, religion, color, national origin age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107.

6. The SUBRECIPIENT is informed that the employment of unauthorized aliens by any SUBRECIPIENT is considered a violation of Section 274A (e) of the Immigration and

Nationality Act. If the SUBRECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the AGREEMENT.

7. The SUBRECIPIENT is informed that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a SUBRECIPIENT, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.

8. This AGREEMENT is contingent upon the availability of funding from the federal agency. The AGREEMENT may be terminated if funding from the federal agency is reduced or terminated.

9. The SUBRECIPIENT certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the SUBRECIPIENT shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

10. Any work or services subcontracted by the SUBRECIPIENT shall be specifically by written contract or agreement, and such subcontracts shall be subject to each provision of this AGREEMENT and applicable Federal, State or County guidelines and regulations. Prior to execution by the SUBRECIPIENT of any subcontract hereunder, the SUBRECIPIENT must submit such subcontracts to the RECIPIENT for its review and approval.

11. The SUBRECIPIENT will, to the extent permitted by law, hold harmless, defend and indemnify the RECIPIENT from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this AGREEMENT. Nothing herein contained shall be construed or operate as a waiver of sovereign immunity to the extent sovereign immunity may otherwise apply.

12. The SUBRECIPIENT will comply with section 20.055, Florida Statutes.

N. PLANTING AND MAINTENANCE (IF APPLICABLE)

1. For installed tree or plant materials, a sixty (60) day grow-in-period and a Certification of Acceptance will be required after the project is completed. The planting and maintenance terms of this AGREEMENT start on the date of the Certification of Acceptance and continue for a period of three (3) years.

2. SUBRECIPIENT agrees to repair, or remove and replace at its expense, all or part of the project that falls below Standards. SUBRECIPIENT agrees to take basic precautions and actions as necessary to keep trees and plants free of disease and harmful insects. In the event any part or parts of the project, including all trees and plants, must be removed and replaced for any reason, replacements must meet the same grade, size, quality and other requirements as stipulated in the original plans and specifications.

3. SUBRECIPIENT will at all times maintain a safe work area and be responsible for oversight of litter and debris removal. Keep the grounds free of weeds. Mow or cut grasses to the proper length.

4. The above referenced responsibilities and functions to be performed by SUBRECIPIENT are subject to periodic inspections by the RECIPIENT. It is the intent of the parties that SUBRECIPIENT will be the owner of the plantings and other installations included in the grant application.

   a. **Planting**

      (1) Site Factors: Site factors influence long-term survivability. Check each site for mechanical, irrigation lines, electrical overhead and underground utilities, sidewalks, sign conflicts, traffic visibility, light poles, rights-of-way, all hardscape improvements, site size, water table and specific tree space requirements.

      (2) Start with Quality Grade Trees: All planting stock or replacement stock must be Florida Grade #1 or better. Select trees with a quality trunk form, branch arrangement and canopy uniformity.

      (3) Tree Shipping, Handling and on-site Storage: Trees should be protected during shipping by a tarp or shipped in an enclosed truck. Trees should never be lifted by the trunk. Lift using root ball straps or container handles. On the jobsite, store trees

upright, in the shade, and irrigate twice daily with 5 gallons per caliper inch applied to the root ball until planting. Inspect root system quality. Check for kinked and/or circling roots. Do not store trees on asphalt.

(4) **Tree Preparation:** All synthetic or non-biodegradable material such as nylon rope, synthetic wrap, treated burlap; black weed cloth liner, plastic wrap, string, strapping etc., must be removed from the root ball before planting. Remove all biodegradable material from the upper 1/3 of the root ball.

Cut or shave circling roots before planting. Prune roots that circle or dive into soil. These roots could cause stability and health problems later.

Take precautions to separate materials extending above the soil surface where they can act as a wick and dry the surrounding soil.

If trees are planted with wire baskets around the root ball, the top two tiers of wire should be cut and removed after the root ball is set in the planting hole.

(5) **Planting Hole Preparation:** The planting hole should be at least three times the diameter of the root ball (where possible). Tree pit depth should be at or slightly less than the depth as the root ball. Place planting ball on existing soil so the tree will not settle. In no case should the trunk flair or first root emerging from the trunk be below the soil level.

Remove large rocks from the hole. Place the tree or palm in the center of the planting tree pit. Position the top of the root ball at or slightly above the surrounding soil surface.

Check to ensure the tree is positioned straight in the hole. Backfill with non-contaminated existing soil. When the hole is half full, slowly water and work the saturated soil.

Place no soil over the root ball at planting. Use of large amounts of organic matter in the backfill is not recommended. Secure the soil around the roots, and provide nourishment, water immediately after planting with 5 gallons of water per caliper inch. Rake the soil evenly around the entire planting area.

b. **Finishing Planting**

(1) **Mulch**: Mulch an area at least two feet or three times the diameter of the root ball to a depth of 2-4" with wood chips, bark mulch, shredded mulch, leaves or pine needles. Keep the mulch several inches away from the tree or palm trunk. Do not pile mulch directly against the tree trunk. Replenish mulch as it decomposes maintaining a 2-4" layer over the life of the project.

(2) **Staking**: Stake only if necessary; for example, if the tree or palm will not stand on its own due to potential vandalism or strong winds. For palm staking and bracing: Wrap 5 layers of burlap under wood battens connected with steel bands. Adjust wood brace length to fit palm pounded into the ground then, toenail to the battens.

Use commercially available elastic materials for strapping or ties equally placed around the tree that allows for movement and increases in tree diameter. Biodegradable material is recommended. Do not use wire even if the wire is inside rubber hosing. Stakes and ties should remain on the trees no longer than one year to avoid girdling.

(3) **Pruning**: At the time of planting, remove only dead, diseased, damaged, rubbing, cross branches or fronds. After planting, remove sucker sprouts observed around the base of the tree.

Begin corrective/structural pruning approximately one year after planting. When pruning, do not remove more than 1/3 of the live crown during any one growing season.

(4) **Watering**: Start a regular watering schedule and follow it. Slow deep watering is recommended. Additional water will be needed during hot or dry periods. Promote tree root growth and stability by watering outward away from the trunk to the surrounding soil area. As the tree or palm establishes itself and grows, watering adjacent soil encourages root spread.

Different species of trees or palms and/or soil types need various degrees of watering. Monitor soil moisture, evaluate tree health and adjust irrigation schedules as needed. Non-irrigated sites need to be watched more closely.

(5) **Fertilizing**: Begin a fertilization program in the first year of planting. Broadcast fertilizing or fertilizer plugs or stakes are recommended. Fertilize lightly after the first year. Administer a balanced fertilizer. Fertilizer application rates should be based on the size of the tree or palm and their specific nutrient requirements. If micronutrient deficiencies are suspected, conduct a soil test, assess the results and revise the fertilization scheme.

This AGREEMENT may be amended at any time provided that such amendments make specific reference to this AGREEMENT and are executed in writing and signed by a duly authorized representative of each party.

In the event that two or more documents combine to form this AGREEMENT, and in the event that there is any contradictory or conflicting clause or requirement in these documents, the provisions of the document(s) prepared by the RECIPIENT shall be controlling.

This AGREEMENT shall be controlled by Florida law, contrary or conflict of law provisions notwithstanding.

In the event that any clause or requirement of this AGREEMENT is contradictory to, or conflicts with the requirements of Florida law, the clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties hereto.

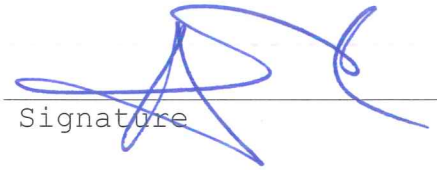
Special Conditions: See attachment_____ or _____ N/A
This AGREEMENT constitutes the entire AGREEMENT between the RECIPIENT and the SUBRECIPIENT for the use of the funds received under this AGREEMENT.

The Grant Manager for the RECIPIENT is Will Liner and is located at Florida Forest Service, 3125 Conner Boulevard, C-25, Tallahassee, Florida, 32399-1650.

The Grant Manager for the SUBRECIPIENT is Anthony Hagan and is located at City of Cocoa, 65 Stone Street, Cocoa, Florida, 32922-7982.

Federal resources awarded to the SUBRECIPIENT pursuant to this agreement are from the U.S. Department of Agriculture/U.S. Forest Service, federal financial assistance funding opportunity under FAIN #19-DG-11083112-001 and Catalog of Federal Domestic Assistance number 10.664, Cooperative Forestry Assistance.

Signed by parties to this AGREEMENT:

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	SUBRECIPIENT
	
Signature	Signature
Director of Administration	
Title	Title
3/4/20	
Date	Date

ATTACHMENT A
SCOPE OF WORK - YEAR ONE

CITY OF COCOA

Deliverable #1 - Inventory

Year one of the project will entail the City utilizing a qualified contractor to examine the City's Urban Forests located on all public properties and rights-of-way and establish an accurate inventory of the City's trees. The City requests $25,000 for year one and will utilize a cash match of $55,0000 to cover contracted work. This cost is based on informal quotes obtained by the City for the planning processes of this grant.

The outcome from the first year of the project will be a detailed inventory of all public trees and palms located within the Cocoa City limits. This inventory should include at a minimum the total number of trees, the types of each tree, their location, and the estimated health of the tree.

ATTACHMENT B

Florida Department of Agriculture and Consumer Services
Division of Administration

BUDGET PLAN
2 CFR 200

NICOLE "NIKKI" FRIED
COMMISSIONER

Federal Financial Assistance Funding Opportunity Number: 19-DG-11083112-001-B			Subrecipient FEIN: 59-6000292	
Subrecipient Legal Name: City of Cocoa				
Category/Description	Cost per Unit	Number of Units	Grant Amount	Match Amount
Personnel -				
Fringe Benefits -				
Travel (not authorized)				
Equipment (not authorized)				
Supplies -				
Contractual (if authorized) -			$25,000.00	$55,000.00
Trees -				
Other Expenses -				
Total Direct Charges				
Indirect Charges -				
Total Amount			$25.000.00	$55,000.00

Year One

2019 - Subrecipient agreement up to $25,000: Tree inventory

1. This is for the development of a local tree inventory/hazardous tree inventory on non-federal public properties (includes parks, rights-of way and preserves). This can include the purchase of hardware, software, and related equipment, as well as fees paid to vendors to conduct the inventory. Funding is limited to **$25,000**.

Year Two

2020 - Subrecipient agreement up to $15,000: Management Plan

2. This is for the development of a management plan to guide the management of urban trees on non-federal public properties. Management planning must include tree care ordinance review or suggested language for a new ordinance. Plans must also utilize the information from the year 1 tree inventory, priority planting areas, canopy goals, and metric on how to measure progress. Funding is limited to **$15,000**.

Year Three

2021 - Subrecipient agreement up to $15,000: Tree Planting

3. Planting project must relate to a goal and priority area set forth in the management plan. ISA Certified Arborist must oversee the installation of the trees and a 3-year maintenance plan is required prior to planting. It is also encouraged that local groups (the tree board, master gardeners, 4-H or FFA classes, etc.) will be engaged in the project. This is for the development and installation of tree/palm planting projects which demonstrate proper urban forestry principles. Projects can demonstrate "right tree - right place" principles, utility line compatibility with appropriate species, energy conservation considerations, improvement of entranceway, community hurricane tree recovery, street tree plantings, park tree plantings or tree planting for food forests that encourage or support of economic development. Funds may only be used for purchase and planting of trees/palms. Purchase and planting of shrubs and ground covers (not sod) in conjunction with the tree planting may only serve as a matching cost, and as such, cannot be reimbursed. Funding is limited **$15,000**.

A 60-day "grow-in period" is required prior to Certification of Acceptance by the Department and the processing of a final reimbursement. The proposal should state how the trees will be watered and cared for during the grow-in period.

Tree Planting Requirements:

a. Trees/palms (including those planted as part of the local match) must be Florida Grade #1 or equivalent (Florida Division of Plant Industry, Grades, and Standards).

b. Trees may not exceed a 4-inch caliper. Palms may not be taller than 16 feet, clear trunk.

c. Minimum tree size is 1 and 1/2-inch caliper, in at least a 15-gallon container.

d. At least three tree species native to the area and suitable for the site and objective must be planted.

e. Up to ten percent (10%) of the grant award may be used for the purchase and/or installation of irrigation equipment or an irrigation system, or for supplemental

watering during the 60 day grow-in period.

f. Trees listed on the Exotic Pest Plant Council's MOST RECENT list of Florida's Invasive Species may not be planted as any part of this grant program. The list may be found on the internet at www.fleppc.org.

g. Maximum allowable cost per individual tree or palm is $500, which can be split between grant and match for purchase and planting.

h. Written approval is required (as part of the proposal) from the Florida Department of Transportation for planting and maintenance on any state right-of-way.

i. Eligible multi-stemmed tree species include only those listed on the Right Tree/Right Place posters produced by the Florida Urban Forestry Council, unless FFS permission is granted for another species.

j. A maximum of $12 per tree may be spent on planting materials during the 60 day grow-in period only.

k. Up to ten percent (10%) of the grant award may be spent on site-preparation costs directly related to the tree planting.

l. Successful applicants may rent equipment with which to plant the trees or palms. The maximum allowance is ten percent (10%) of the grant award.

Proposals must include the following:

a. A detailed planting plan (site plan) which shows the location of the trees/palms, existing structures, and site limitations such as underground utilities and overhead wires.
b. A location map.
c. A minimum of three color photographs of the planting site.

V. Statutes and Regulations

The UCF Program is authorized by Section 9, Urban and Community Forestry Assistance, of the Cooperative Forestry Assistance Act of 1978 as amended [16 U.S.C. 2105]. This law authorizes the Secretary of Agriculture "to provide financial, technical, and related assistance to State Foresters or equivalent State officials for the purpose of encouraging States to provide information and technical assistance to units of local government and others that will encourage cooperative efforts to plan urban forestry programs and to plant, protect, maintain, and utilize wood from, trees in open spaces, greenbelts, roadside screens, parks, woodlands, curb areas, and residential developments in urban areas." The law also states, "In providing such assistance the Secretary is authorized to cooperate with interested members of the public including nonprofit private organizations. The Secretary is also authorized to cooperate directly with units of local government and others in implementing this section whenever the Secretary and the affected State Forester or equivalent State official agree that direct cooperation would better achieve the purposes of this section."

Florida Department of Agriculture and Consumer Services
Bureau of Finance and Accounting

NICOLE "NIKKI" FRIED
COMMISSIONER

FEDERAL ASSURANCE FOR FEDERAL FINANCIAL ASSISTANCE SUBRECIPIENT AWARD

2 CFR 200

Federal Financial Assistance Funding Opportunity Number:
Subrecipient Legal Name:
Subrecipient FEIN:
As the duly authorized representative of the Subrecipient, I certify that to the extent applicable, the Subrecipient:
1. Has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost(s) to ensure proper planning, management and completion of the project described in this application.
2. Will give the Recipient, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the subrecipient award; and will establish a proper accounting system in accordance with generally accepted accounting principles or Recipient directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frames after receipt of approval of the Recipient.
5. Will comply with the Intergovernmental Personnel Act of 1970 (41 U.S.C.§§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal Statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1972, as amended (29 U.S.C.§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C.§§6101-6107), which prohibits discrimination on the basis of age: (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-96), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C.§§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C.§§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C.§§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C.§§276a to 276a-7), the Copeland Act (40 U.S.C.§276c and 18 U.S.C.§874), and the Contract Work Hours and Safety Standards Act (40 U.S.C.§§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special fold hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C.§§7401 et seq.); (g) protection of endangered species under the Endangered Species Act of1973, as amended (P/L/ 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C.§§1271 et seq.) relating to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C.§470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C.§§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1955 (P/L 89-544, as amended 7 U.S.C.§§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C.§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR, Part 200 Uniform Administrative Requirements, Costs Principles and Audit Requirements for Federal Awards, Subpart F Audit Requirements.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a subrecipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect, (2) Procuring a commercial sex act during the period of time that the award is in effect or, (3) Using forced labor in the performance of the award or subawards under the award.

20. Will comply with and enforce the requirements for a drug-free workplace as mandated in 2 CFR Part 421, "Requirements for Drug-Free Workplace."	
21. Will comply with 2 CFR 417, Subpart C to ensure that any vendor or subcontractor that carries out the provisions of this agreement are not debarred or suspended.	
22. Will comply with the Executive Order 13513 entitled "Federal Leadership on Reducing Text Messaging While Driving" by prohibiting employees, contractors, and subcontractors from texting while driving on official business and or in federally owned, rented, or leased vehicles or privately owned vehicles when on official government business or when performing any work for or on behalf of or in cooperation with the federal government.	
Authorized Representative Name:	Title:
Signature of Authorized Representative:	Date Signed:
Applicant Organization:	

RESOLUTION NO. 2020-140

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2020; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2019, and ending on September 30, 2020, at a Regular meeting held on September 25, 2019; and

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

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

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

SECTION 1. The 2019-2020 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

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

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

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Legislation Details (With Text)

File #:	20-205	**Version:**	1	**Name:**	March, 2020 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/1/2020			**In control:**	City Council
On agenda:	4/22/2020			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 03/31/2020.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.19 thru 03.31.20.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	April 1, 2020
Agenda Date:	April 22, 2020
Prepared By:	Diane Kozlak, Senior Buyer
Through:	Heath Hancher, Purchasing Manager

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 03/31/2020**.**

BACKGROUND:

The following reports for the period October 01, 2019 through March 31, 2020 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

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None. Information only.



Purchase Order Approvals 10-01-19 thru 03-31-20

$35,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 21

City Manager = 11

City of Cocoa CRA Board = 0

City Council = 10

Purchase Order Approvals 10-01-19 thru 03-31-20
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
75274	10/9/2019	Alan Jay Chevrolet Oldsmobile	$ 36,196.00	10/9/2019	Matthew J. Fuhrer (Acting)
75276	10/9/2019	Trane (Maitland)	$ 46,986.00	10/9/2019	Matthew J. Fuhrer (Acting)
75279	10/9/2019	S & L Materials, Inc.	$ 35,000.00	10/9/2019	Matthew J. Fuhrer (Acting)
75373	10/11/2019	Ring Power Corporation-Palm Bay	$ 42,589.00	10/11/2019	John A. Titkanich, Jr. AICP
75430	10/18/2019	Core & Main LP	$ 45,154.90	10/15/2019	John A. Titkanich, Jr. AICP
75461	10/18/2019	Brev. Cty. Emergency Management	$ 38,012.00	10/15/2019	John A. Titkanich, Jr. AICP
75636	11/13/2019	H&H Liquid Sludge Disposal	$ 47,000.00	11/12/2019	John A. Titkanich, Jr. AICP
75640	11/13/2019	Verizon Wireless	$ 41,280.00	11/13/2019	Matthew J. Fuhrer (Acting)
75659	11/15/2019	Garganese, Weiss, D'Agresta	$ 35,000.00	11/15/2019	Matthew J. Fuhrer (Acting)
75876	12/23/2019	G4S Secure Solutions (USA) Inc.	$ 37,268.40	12/20/2019	John A. Titkanich, Jr. AICP
76119	2/20/2020	DMD Consultants Inc.	$ 49,984.00	2/19/2020	John A. Titkanich, Jr. AICP

11 Purchase Order Approved by City Manager

Purchase Order Approvals 10-01-19 thru 03-31-20
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 Purchase Order Approved by CRA

Prepared by Purchasing 4/1/2020

Purchase Order Approvals 10-01-19 thru 03-31-20
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
75230	10/8/2019	Flowers Chemical Laboratories	$ 44,712.00	9/25/2018	City Council
75254	10/9/2019	Industrial Chemicals Inc.	$ 35,200.00	9/11/2019	City Council
75284	10/9/2019	Axon Enterprises, Inc.	$ 49,902.00	10/24/2017	City Council
75364	10/11/2019	FL. Dept. of Corrections	$ 43,122.75	12/12/2017	City Council
75370	10/11/2019	Brev. Cty. Bd. Of Cty. Comm.	$ 50,000.00	10/25/2016	City Council
75379	10/11/2019	United Self Insured Services	$ 50,000.00	8/22/2017	City Council
75495	10/25/2019	Glover Oil Company	$ 35,775.00	12/12/2017	City Council
75571	11/1/2019	Alan Jay Chevrolet Oldsmobile	$ 46,860.00	10/23/2019	City Council
75642	11/13/2019	Lisa Cullen Tax Collector-Titusville	$ 36,960.00	4/24/2018	City Council
75780	12/9/2019	University of Central Florida	$ 50,000.00	10/9/2019	City Council

10 **Purchase Order Approved by City Council**

Prepared by Purchasing 4/1/2020

Legislation Details (With Text)

File #:	20-213	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/8/2020			**In control:**	City Council
On agenda:	4/22/2020			**Final action:**	
Title:	FY 2020 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	March FY 2020 EXPENSE Budget Tracking Worksheet.pdf March FY 2020 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2020
Agenda Date: April 22, 2020
Prepared By: Anthony Hagan / Grants Administrator
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
FY 2020 Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2020 thru March 31, 2020.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2020 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 3/31/2020

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
02/14/20	001-1000-511.40-00	(50)	FL LOC BUDGET NEEDED		1867
	001-1000-511.54-00	50			
1	Budget Amendments/Transfers		Division 1000 Total	$0	
1100 - CITY MANAGER'S OFFICE					
12/30/19	001-1100-512.41-00	433	CITY MANAGER'S AIR CARD WAS NOT BUDGETED		1207
02/14/20	001-1100-512.49-00	(168)	ADOBE CLOUD RENEWAL CM OFFICE		1867
	001-1100-512.54-00	168			
02/26/20	001-1100-512.48-00	(15,000)	Survey for StrategicPlan Resolution 2020-121		2039
	001-1100-512.31-00	20,000			
3	Budget Amendments/Transfers		Division 1100 Total	$5,433	
1103 - INFORMATION TECHNOLOGY					
11/22/19	001-1103-516.64-15	27,402	PO 74683 / EMPIRE COMP FY20 PO ROLLOVER		722
	001-1103-516.42-00	125	PO 75059 / GRANICUS FY20 PO ROLLOVER		722
	001-1103-516.52-00	4,375			
	001-1103-516.46-00	9,100	PO 75119 / CDW GOV INC FY20 PO ROLLOVER		722
	001-1103-516.52-00	21,079	PO 75131 / KRONOS FY20 PO ROLLOVER		722
12/30/19	001-1103-516.41-00	(433)	CITY MANAGER'S AIR CARD WAS NOT BUDGETED		1207
03/17/20	001-1103-516.63-00	(60,000)	Assign AB Project Numbers		2283
	001-1103-516.64-15	(60,000)			
	001-1103-516.63-00	60,000			
	001-1103-516.64-15	60,000			
6	Budget Amendments/Transfers		Division 1103 Total	$61,648	
1190 - LEISURE SERVICES					
12/30/19	001-1190-574.34-00	(500)	PUMPKINS - 2019 FALL FEST		1207
	001-1190-574.48-00	500			
1	Budget Amendments/Transfers		Division 1190 Total	$0	
1510 - FINANCE UTILITY ACCOUNTNG					
03/17/20	001-1510-536.64-15	(41,127)	Assign AB Project Numbers		2283
	001-1510-536.64-15	41,127			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1	Budget Amendments/Transfers		Division 1510 Total	$0	
1600 - GENERAL OPERATIONS					
11/13/19	001-1600-513.39-00	(11,983)	ADD POLICE HYBRID PWR TRN TO 6 NEW PD INTERCEPTORS		635
11/22/19	001-1600-513.31-00	5,775	PO 73903 / INTEGRITY PUB FY20 PO ROLLOVER		722
	001-1600-513.31-00	2,840	PO 75129 / SUPERION LLC FY20 PO ROLLOVER		722
12/11/19	001-1600-513.39-00	(47,000)	LABOR GRIEVIANCE SETTLMNT AGENDA 19-611 12/11/19		1098
	001-1600-513.49-00	47,000			
	001-1600-513.39-00	(19,937)	SEC 108 LOAN SUBSIDY FEE JOE LEE SMITH CTR CONST		1106
	001-1600-581.91-08	19,937			
12/30/19	001-1600-513.49-00	(1,760)	MR INVOICE CHANGE "TOTAL DUE" WHEN PRINTED		1207
	001-1600-513.34-00	1,760			
01/09/20	001-1600-513.31-00	(1,500)	ADD FNDS FOR FLEET MAINT NOT BUDGTD		1349
	001-1600-513.46-03	1,500			
	001-1600-513.31-01	(435,973)	CORR ACCT # FOR LEGAL EXPENSES / CITY ATTORNEY		1347
	001-1600-514.31-01	435,973			
	001-1600-513.23-00	(441,812)	CORR ACCT # FOR RETIREE INSURANCE		1348
	001-1600-513.23-02	441,812			
01/24/20	001-1600-513.39-00	(5,969)	ADD FNDS ARBITRAGE PO 75815 / INTEGRITY FIN		1554
	001-1600-513.31-00	2,494			
	001-1600-513.31-00	3,475			
	001-1600-513.31-00	(2,840)	CORR ACCT # FOR PO 75129 SUPERION / PO TEMPLATE		1553
	001-1600-513.34-00	2,840			
	001-1600-513.39-00	(1,865)	CORR NEG BAL IN ACCT FROM BA20-013T / PO 75968		1553
	001-1600-513.49-00	1,865			
	001-1600-513.39-00	(40,000)	FULL COST OF FY 19 AUDIT		1555
	001-1600-513.32-00	40,000	FULL COST OF FY19 AUDIT		1555
02/14/20	001-1600-513.31-00	(4,000)	COVER COST OF AEDU BREAKFAST		1867
02/26/20	001-1600-513.31-00	(5,000)	Survey for StrategicPlan Resolution 2020-121		2039
03/17/20	001-1600-513.31-33	(188,528)	Assign AB Project Numbers		2283
	001-1600-513.52-33	(95,760)			
	001-1600-513.48-00	(900)			
	001-1600-513.48-00	900			
	001-1600-513.52-33	95,760			
	001-1600-513.31-33	188,528			
17	Budget Amendments/Transfers		Division 1600 Total	($12,368)	
1601 - EMERGENCY/DISASTER SVS					
11/22/19	001-1601-525.34-00	32,000	PO 73904 / EAST C FL PLAN FY20 PO ROLLOVER		722
1	Budget Amendments/Transfers		Division 1601 Total	$32,000	
2100 - POLICE ADMIN/OPERATIONS					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
10/09/19	001-2100-521.31-00	50,000	BA #20-001-A - PLANNING SVCS FOR COCOA PD	238
10/23/19	001-2100-521.52-11	22,166	BA #02-002-A - ACCEPT JAG GRANT FOR PD FOR FY20	312
	001-2100-521.52-12	10,507	BA #02-003-A - ACCEPT BVP GRANT FOR PD FOR FY20	312
	001-2100-521.52-00	(12,951)	BA #20-004-P - MOVE GRANT MATCH BUDGET TO NEW ACCT	313
	001-2100-521.52-00	15,389		
11/13/19	001-2100-521.64-00	11,983	ADD POLICE HYBRID PWR TRN TO 6 NEW PD INTERCEPTORS	635
11/22/19	001-2100-521.42-00	25	PO 74134 / ONE BEAT CPR FY20 PO ROLLOVER	722
	001-2100-521.52-00	7,700		
	001-2100-521.64-00	6,164	PO 74411 / DANA SAFETY FY20 PO ROLLOVER	722
12/30/19	001-2100-521.52-00	(15,389)	CORR BAF 20-004 CORR ACCT #	1207
	001-2100-521.52-12	15,389		
01/09/20	001-2100-521.46-00	(933)	JAG GRANT COSTS INCREASED PO 75782 / EMPIRE COMP	1349
	001-2100-521.52-11	933		
	001-2100-521.56-15	(3,000)	VOCA GRANT / CORR PROJ # FOR FY20 GRANT MATCH	1345
	001-2100-521.52-00	(2,926)		
	001-2100-521.51-00	(2,000)		
	001-2100-521.41-00	(1,580)		
	001-2100-521.47-00	(1,157)		
	001-2100-521.47-00	1,157		
	001-2100-521.41-00	1,580		
	001-2100-521.51-00	2,000		
	001-2100-521.52-13	2,926		
	001-2100-521.56-15	3,000		
02/14/20	001-2100-521.46-00	(54)	SHIPPING CHARGES PO 75808 JAG GRANT	1867
	001-2100-521.52-11	54		
03/09/20	001-2100-521.12-00	(41,431)	ADD FNDS TO MEET BDGTD PAYROLL TOTALS FY20	2153
	001-2100-521.46-00	(2,507)		
	001-2100-521.49-00	2,507		
03/17/20	001-2100-521.64-00	(255,774)	Assign AB Project Numbers	2283
	001-2100-521.44-00	(54,222)		
	001-2100-521.56-15	(54,100)		
	001-2100-521.64-00	(39,973)		
	001-2100-521.52-00	(33,087)		
	001-2100-521.34-00	(28,625)		
	001-2100-521.52-00	(26,150)		
	001-2100-521.52-00	(20,714)		
	001-2100-521.49-21	(20,000)		
	001-2100-521.56-15	(15,050)		
	001-2100-521.52-00	(12,951)		
	001-2100-521.52-00	(12,500)		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/17/20	001-2100-521.44-00	(11,670)	Assign AB Project Numbers	2283
	001-2100-521.44-00	(11,520)		
	001-2100-521.52-00	(10,265)		
	001-2100-521.52-00	(10,254)		
	001-2100-521.52-00	(10,128)		
	001-2100-521.44-00	(7,500)		
	001-2100-521.52-00	(7,443)		
	001-2100-521.52-00	(7,172)		
	001-2100-521.46-00	(5,224)		
	001-2100-521.64-15	(5,000)		
	001-2100-521.52-00	(4,700)		
	001-2100-521.52-00	(4,605)		
	001-2100-521.46-00	(4,400)		
	001-2100-521.46-00	(4,300)		
	001-2100-521.52-00	(4,000)		
	001-2100-521.40-00	(3,987)		
	001-2100-521.52-00	(3,601)		
	001-2100-521.56-15	(3,000)		
	001-2100-521.52-00	(2,926)		
	001-2100-521.54-00	(2,610)		
	001-2100-521.52-00	(2,423)		
	001-2100-521.52-00	(2,361)		
	001-2100-521.55-00	(2,325)		
	001-2100-521.52-00	(2,249)		
	001-2100-521.55-00	(2,215)		
	001-2100-521.51-00	(2,000)		
	001-2100-521.41-00	(1,920)		
	001-2100-521.54-00	(1,902)		
	001-2100-521.55-00	(1,890)		
	001-2100-521.40-00	(1,620)		
	001-2100-521.40-00	(1,500)		
	001-2100-521.55-00	(1,500)		
	001-2100-521.52-00	(1,431)		
	001-2100-521.46-03	(1,400)		
	001-2100-521.46-03	(1,350)		
	001-2100-521.47-00	(1,297)		
	001-2100-521.52-00	(1,250)		
	001-2100-521.46-03	(1,180)		
	001-2100-521.47-00	(1,157)		
	001-2100-521.47-00	(1,000)		
	001-2100-521.52-00	(1,000)		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/17/20	001-2100-521.34-00	(935)	Assign AB Project Numbers	2283
	001-2100-521.40-00	(783)		
	001-2100-521.47-00	(750)		
	001-2100-521.52-00	(750)		
	001-2100-521.52-00	(720)		
	001-2100-521.41-00	(500)		
	001-2100-521.46-03	(500)		
	001-2100-521.55-00	(495)		
	001-2100-521.52-00	(400)		
	001-2100-521.47-00	(330)		
	001-2100-521.54-00	(265)		
	001-2100-521.48-00	(250)		
	001-2100-521.51-00	(250)		
	001-2100-521.54-00	(150)		
	001-2100-521.40-00	(120)		
	001-2100-521.42-00	(110)		
	001-2100-521.54-00	(100)		
	001-2100-521.42-00	(50)		
	001-2100-521.42-00	50		
	001-2100-521.54-00	100		
	001-2100-521.42-00	110		
	001-2100-521.40-00	120		
	001-2100-521.54-00	150		
	001-2100-521.48-00	250		
	001-2100-521.51-00	250		
	001-2100-521.54-00	265		
	001-2100-521.47-00	330		
	001-2100-521.52-00	400		
	001-2100-521.55-00	495		
	001-2100-521.41-00	500		
	001-2100-521.46-03	500		
	001-2100-521.52-00	720		
	001-2100-521.47-00	750		
	001-2100-521.52-00	750		
	001-2100-521.40-00	783		
	001-2100-521.34-00	935		
	001-2100-521.47-00	1,000		
	001-2100-521.52-00	1,000		
	001-2100-521.47-00	1,157		
	001-2100-521.46-03	1,180		
	001-2100-521.52-00	1,250		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/17/20	001-2100-521.47-00	1,297	Assign AB Project Numbers	2283
	001-2100-521.46-03	1,350		
	001-2100-521.46-03	1,400		
	001-2100-521.52-00	1,431		
	001-2100-521.40-00	1,500		
	001-2100-521.55-00	1,500		
	001-2100-521.40-00	1,620		
	001-2100-521.55-00	1,890		
	001-2100-521.54-00	1,902		
	001-2100-521.41-00	1,920		
	001-2100-521.51-00	2,000		
	001-2100-521.55-00	2,215		
	001-2100-521.52-00	2,249		
	001-2100-521.55-00	2,325		
	001-2100-521.52-00	2,361		
	001-2100-521.52-00	2,423		
	001-2100-521.54-00	2,610		
	001-2100-521.52-00	2,926		
	001-2100-521.56-15	3,000		
	001-2100-521.52-00	3,601		
	001-2100-521.40-00	3,987		
	001-2100-521.52-00	4,000		
	001-2100-521.46-00	4,300		
	001-2100-521.46-00	4,400		
	001-2100-521.52-00	4,605		
	001-2100-521.52-00	4,700		
	001-2100-521.64-15	5,000		
	001-2100-521.46-00	5,224		
	001-2100-521.52-00	7,172		
	001-2100-521.52-00	7,443		
	001-2100-521.44-00	7,500		
	001-2100-521.52-00	10,128		
	001-2100-521.52-00	10,254		
	001-2100-521.52-00	10,265		
	001-2100-521.44-00	11,520		
	001-2100-521.44-00	11,670		
	001-2100-521.52-00	12,500		
	001-2100-521.52-00	12,951		
	001-2100-521.56-15	15,050		
	001-2100-521.49-21	20,000		
	001-2100-521.52-00	20,714		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/17/20	001-2100-521.52-00	26,150	Assign AB Project Numbers		2283
	001-2100-521.34-00	28,625			
	001-2100-521.52-00	33,087			
	001-2100-521.64-00	39,973			
	001-2100-521.56-15	54,100			
	001-2100-521.44-00	54,222			
	001-2100-521.64-00	255,774			
13	Budget Amendments/Transfers		Division 2100 Total	$69,552	
2101 - POLICE COMMUNICATIONS					
10/23/19	001-2101-521.46-00	(2,438)	BA #20-004-P - MOVE GRANT MATCH BUDGET TO NEW ACCT		313
03/09/20	001-2101-521.14-00	41,431	ADD FNDS TO MEET BDGTD PAYROLL TOTALS FY20		2153
03/17/20	001-2101-521.34-00	(5,672)	Assign AB Project Numbers		2283
	001-2101-521.40-00	(4,206)			
	001-2101-521.55-00	(1,000)			
	001-2101-521.54-00	(175)			
	001-2101-521.54-00	175			
	001-2101-521.55-00	1,000			
	001-2101-521.40-00	4,206			
	001-2101-521.34-00	5,672			
3	Budget Amendments/Transfers		Division 2101 Total	$38,993	
2132 - CODE ENFORCEMENT					
11/22/19	001-2132-524.46-03	(231)	COVER OVERAGE DUE TO HYBRID VEHICLE PURCHASE		724
	001-2132-524.64-00	231			
03/17/20	001-2132-524.64-00	(68,910)	Assign AB Project Numbers		2283
	001-2132-524.64-00	68,910			
2	Budget Amendments/Transfers		Division 2132 Total	$0	
2200 - FIRE ADMINISTRATION					
11/22/19	001-2200-522.52-00	(12)	ADDITIONAL BUDGET FOR BUSINESS CARDS		724
	001-2200-522.47-00	12			
01/09/20	001-2200-522.52-02	650	UNIFORM PRCHSE FOR NEW DEPUTY FIRE CHIEF		1349
02/14/20	001-2200-522.52-02	1,000	PURCH UNIFORMS / FC + FI		1867
3	Budget Amendments/Transfers		Division 2200 Total	$1,650	
2201 - FIRE OPERATIONS					
11/22/19	001-2201-522.52-05	(2,958)	ADDITIONAL BUDGET FOR ESO PROGRAM AIR CARDS		724
	001-2201-522.41-00	2,958			
01/09/20	001-2201-522.52-02	(650)	UNIFORM PRCHSE FOR NEW DEPUTY FIRE CHIEF		1349
02/14/20	001-2201-522.55-00	(2,310)	COVER INTERFACE FEES ESO FIRE INCIDENT SFTWRE		1867
	001-2201-522.56-15	2,310			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
02/14/20	001-2201-522.55-00	(1,000)	PURCH UNIFORMS / FC + FI		1867
02/26/20	001-2201-522.64-01	16,541	Grant for Lucas System Resolution 2020-009		2039
03/17/20	001-2201-522.64-00	(32,105)	Assign AB Project Numbers		2283
	001-2201-522.43-00	(20,852)			
	001-2201-522.43-00	(10,712)			
	001-2201-522.43-00	(10,548)			
	001-2201-522.43-00	(2,422)			
	001-2201-522.43-00	2,422			
	001-2201-522.43-00	10,548			
	001-2201-522.43-00	10,712			
	001-2201-522.43-00	20,852			
	001-2201-522.64-00	32,105			
6	Budget Amendments/Transfers		Division 2201 Total	$14,891	
3200 - ADMINISTRATION					
11/22/19	001-3200-515.31-00	2,013	PO 72368 / RICH & ASSOC FY20 PO ROLLOVER		722
	001-3200-515.34-00	5,045	PO 73666 / PDCS, LLC FY20 PO ROLLOVER		722
	001-3200-515.34-00	2,618	PO 74103 / GEOSYNTEC CONS FY20 PO ROLLOVER		722
	001-3200-515.31-00	6,334	PO 74409 / S&ME, INC FY20 PO ROLLOVER		722
	001-3200-515.34-00	7,119	PO 75063 / CAP GOV INC FY20 PO ROLLOVER		722
01/09/20	001-3200-515.52-00	1,100	PRCHSE TWO CC MACHINES FOR COMM SVCS		1349
02/14/20	001-3200-515.56-15	(24,000)	BLDG PLAN REVIEW FEES PO 73666 & 74103		1867
	001-3200-515.34-00	24,000			
03/17/20	001-3200-515.64-00	(26,800)	Assign AB Project Numbers		2283
	001-3200-515.64-00	26,800			
8	Budget Amendments/Transfers		Division 3200 Total	$24,229	
3205 - ECONOMIC DEVELOPMENT					
11/22/19	001-3205-559.31-06	59,000	PO 75123 / E CENTRAL FL P FY20 PO ROLLOVER		722
01/09/20	001-3205-559.52-00	(800)	PRCHSE TWO CC MACHINES FOR COMM SVCS		1349
	001-3205-559.51-00	(300)			
02/14/20	001-3205-559.47-00	(1,000)	COVER COST OF AEDU BREAKFAST		1867
	001-3205-559.48-00	1,000			
	001-3205-559.48-00	4,000			
3	Budget Amendments/Transfers		Division 3205 Total	$61,900	
3500 - ADMINISTRATION					
03/17/20	001-3500-519.64-00	(27,000)	Assign AB Project Numbers		2283
	001-3500-519.64-00	27,000			
1	Budget Amendments/Transfers		Division 3500 Total	$0	
3510 - STREET MANAGEMENT					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/22/19	001-3510-541.46-00	51,614	PO 73708 / GOODSON PAVING FY20 PO ROLLOVER		722
	001-3510-541.46-00	2,370	PO 73709 / GOODSON PAVING FY20 PO ROLLOVER		722
	001-3510-541.64-00	33,500	PO 74998 / CONCR MIX SUP FY20 PO ROLLOVER		722
	001-3510-541.63-00	2,000	PO 75098 / MYRA PLANNING FY20 PO ROLLOVER		722
01/09/20	001-3510-541.46-03	(1,800)	ADD FREIGHT TO PO 74998 CONCRETE MIXER BODY		1349
	001-3510-541.64-00	1,800			
02/14/20	001-3510-541.46-00	(25,000)	CONSULTING SERVICES DOT SIDEWALK PROJECTS		1867
	001-3510-541.31-00	25,000			
02/26/20	001-3510-541.46-00	(36,000)	Concrete Crew Truck Resolution 2020-122		2039
	001-3510-541.64-00	36,000			
03/09/20	001-3510-541.46-00	(6,989)	MATERIAL TESTING SERVICES LAP/SIDEWALK IMP PROJECT		2153
	001-3510-541.31-00	6,989			
03/17/20	001-3510-541.46-00	(500,000)	Assign AB Project Numbers		2283
	001-3510-541.46-00	(300,000)			
	001-3510-541.64-00	(31,000)			
	001-3510-541.46-00	(30,000)			
	001-3510-541.46-00	30,000			
	001-3510-541.64-00	31,000			
	001-3510-541.46-00	300,000			
	001-3510-541.46-00	500,000			
9 Budget Amendments/Transfers			Division 3510 Total	$89,484	
3520 - PARKS & BEAUTIFICATION					
12/30/19	001-3520-572.34-09	10,000	24 ADDITIONAL CUTS AT LEE WENNER PARK		1207
01/09/20	001-3520-572.14-00	5,000	CVR GROUNDS DEPT OVRTIME		1349
01/13/20	001-3520-572.34-09	9,397	INC FDOT MEDIAN MAINT BUDGET; 2 QTRS FY20		1384
03/09/20	001-3520-572.52-00	7,000	ADD FNDS TO GROUND DIV OPERATING SUPPLIES		2153
03/17/20	001-3520-572.64-00	(15,000)	Assign AB Project Numbers		2283
	001-3520-572.64-00	15,000			
5 Budget Amendments/Transfers			Division 3520 Total	$31,397	
3540 - PUBLIC WORKS- FLEET MAINT					
03/17/20	001-3540-519.64-00	(6,700)	Assign AB Project Numbers		2283
	001-3540-519.64-00	6,700			
1 Budget Amendments/Transfers			Division 3540 Total	$0	
3550 - SANITATION					
11/22/19	001-3550-534.34-00	5,071	PO 73386 / WASTE MNGMT FY20 PO ROLLOVER		722
1 Budget Amendments/Transfers			Division 3550 Total	$5,071	
3560 - FACILITY MANAGEMENT					
12/30/19	001-3560-519.46-00	(10,000)	24 ADDITIONAL CUTS AT LEE WENNER PARK		1207

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/09/20	001-3560-519.46-00	(5,000)	CVR GROUNDS DEPT OVRTIME		1349
03/09/20	001-3560-519.46-00	(7,000)	ADD FNDS TO GROUND DIV OPERATING SUPPLIES		2153
03/17/20	001-3560-519.46-02	(45,000)	Assign AB Project Numbers		2283
	001-3560-519.64-00	(28,500)			
	001-3560-519.64-00	28,500			
	001-3560-519.46-02	45,000			
4	Budget Amendments/Transfers		Division 3560 Total	($22,000)	
89	Total Budget Amendments/Transfers		**GENERAL FUND**	**$401,880**	
3240 - HOUSING GRANTS					
11/22/19	103-3240-554.62-00	125,172	PO 74150 / W&J CONSTRUCT FY20 PO ROLLOVER		722
	103-3240-554.63-00	175,000	PO 74150 / W&J CONTRUCT FY20 PO ROLLOVER		722
02/26/20	103-3240-554.62-00	(14,466)	Project Retainage Adj Resolution 2020-111		2039
3	Budget Amendments/Transfers		Division 3240 Total	$285,706	
3	Total Budget Amendments/Transfers		**CDBG**	**$285,706**	
3240 - HOUSING GRANTS					
11/22/19	104-3240-554.83-00	400,000	PO 74638 / COMM HOUSING FY20 PO ROLLOVER		722
01/13/20	104-3240-554.83-00	3,863	INC HOME GRANT CRRYFORWRD MATCH HOME AGREEMENT		1385
2	Budget Amendments/Transfers		Division 3240 Total	$403,863	
2	Total Budget Amendments/Transfers		**BREVARD COUNTY HOME**	**$403,863**	
3240 - HOUSING GRANTS					
11/22/19	108-3240-554.62-00	834,332	PO 74150 / W&J CONSTRUCT FY20 PO ROLLOVER		722
12/11/19	108-3240-517.73-00	19,937	SEC 108 LOAN SUBSIDY FEE JOE LEE SMITH CTR CONST		1106
02/26/20	108-3240-554.62-00	(6,630)	Project Retainage Adj Resolution 2020-111		2039
3	Budget Amendments/Transfers		Division 3240 Total	$847,639	
3	Total Budget Amendments/Transfers		**SEC 108 LOAN GUARANTEE**	**$847,639**	
3230 - CRA ADMIN/OPERATIONS					
11/22/19	110-3230-559.64-15	2,000	PO 73289 / MORSE COMM FY20 PO ROLLOVER		722
	110-3230-559.63-00	3,266	PO 74207 / ARCHITECTS RZK FY20 PO ROLLOVER		722
	110-3230-559.31-00	92,000	PO 74623 / SUNSTATE METER FY20 PO ROLLOVER		722
	110-3230-559.83-00	10,000	PO 74896 / RUNAWAY INVST FY20 PO ROLLOVER		722
	110-3230-559.83-00	10,000	PO 75115 / JLM PROP HOLD FY20 PO ROLLOVER		722
	110-3230-559.64-15	2,000	ROLL FY19 BDGT LEE WENNER FY20 BUDGET ROLLOVER		720
	110-3230-559.63-00	3,661			
	110-3230-559.63-00	215,766			
12/04/19	110-3230-559.40-00	(1,288)	PURCH 5 CIG RECEPTACLES COCOA VILLAGE		840
	110-3230-559.52-00	1,288			
12/11/19	110-3230-581.91-32	138,889	C&D CONST C/O #1 AGENDA 19-653		1107

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/11/19	110-3230-559.63-00	(148,878)	COCOA CRA TXFR-PROMENADE RVRFRNT PROM OVERLOOKS		1103
	110-3230-581.91-32	148,878			
	110-3230-559.39-00	(100,000)	COCOA CRA TXFR-PROMENADE RVRFRNT PROMENADE ENHNCE		1103
	110-3230-581.91-32	100,000			
03/16/20	110-3230-559.63-00	(12,100)	ADD LIGHTS TO GATEWAY		2259
	110-3230-559.64-00	12,100			
	110-3230-559.58-01	(70,040)	CORR ACCT # CVP P.O. CONT		2258
	110-3230-559.46-00	10,800			
	110-3230-559.44-00	59,240			
03/17/20	110-3230-559.62-00	(5,553,300)	Assign AB Project Numbers		2283
	110-3230-559.62-00	(934,000)			
	110-3230-559.63-00	(150,000)			
	110-3230-559.63-00	(150,000)			
	110-3230-559.63-00	(75,000)			
	110-3230-559.31-00	(50,000)			
	110-3230-559.63-00	(35,000)			
	110-3230-559.63-00	35,000			
	110-3230-559.31-00	50,000			
	110-3230-559.63-00	75,000			
	110-3230-559.63-00	150,000			
	110-3230-559.63-00	150,000			
	110-3230-559.62-00	934,000			
	110-3230-559.62-00	5,553,300			
13 Budget Amendments/Transfers			Division 3230 Total	$477,582	
13 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**$477,582**	
3230 - CRA ADMIN/OPERATIONS					
11/22/19	111-3230-559.63-00	47,488	PO 74150 / W&J CONSTRUCT FY20 PO ROLLOVER		722
03/17/20	111-3230-559.63-00	(135,000)	Assign AB Project Numbers		2283
	111-3230-559.63-00	135,000			
2 Budget Amendments/Transfers			Division 3230 Total	$47,488	
2 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$47,488**	
3580 - CAPITAL PROJECTS MNGMT					
11/22/19	301-3580-519.63-00	492,092	PO 74150 / W&J CONSTRUCT FY20 PO ROLLOVER		723
	301-3580-519.64-00	600,720			
	301-3580-519.62-00	1,659,076			
	301-3580-519.31-00	15,224	PO 74151 / ARCHITECTS RZK FY20 PO ROLLOVER		723
	301-3580-519.62-00	7,695	PO 74899 / ARDAMAN & ASSC FY20 PO ROLLOVER		723
	301-3580-519.62-00	281,234	ROLL FY19 BDGT DR JOE LEE FY20 BUDGET ROLLOVER		720

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
02/26/20	301-3580-519.62-00	(33,858)	Project Retainage Adj Resolution 2020-111		2039
	301-3580-519.63-00	(13,506)			
03/09/20	301-3580-519.62-00	(8,092)	RECL FURN TO CAP		2153
	301-3580-519.64-00	8,092			
6 Budget Amendments/Transfers			Division 3580 Total	$3,008,677	
6 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$3,008,677**	
3580 - CAPITAL PROJECTS MNGMT					
11/22/19	302-3580-572.63-04	18,368	PO 73217 / INFR SOL SERV FY20 PO ROLLOVER		723
	302-3580-572.63-04	19,880	PO 73829 / INFR SOL SVCS FY20 PO ROLLOVER		723
	302-3580-572.63-03	205,290	PO 74682 / C&D CONSTRUCT FY20 PO ROLLOVER		723
	302-3580-572.63-01	332,557			
	302-3580-572.63-04	1,052,070			
	302-3580-572.63-04	5,580	PO 74825 / UNIV ENG SCI FY20 PO ROLLOVER		723
	302-3580-572.63-04	754,893	ROLL FY19 BDGT HURR IRMA FY20 BUDGET ROLLOVER		720
	302-3580-519.63-00	1,719,250			
12/11/19	302-3580-572.63-04	34,889	C&D CONST C/O #1 AGENDA 19-653		1107
	302-3580-572.63-01	104,000			
	302-3580-572.63-04	148,878	COCOA CRA TXFR-PROMENADE RVRFRNT PROM OVERLOOKS		1102
	302-3580-572.63-04	100,000	COCOA CRA TXFR-PROMENADE RVRFRNT PROMENADE ENHNCE		1102
02/05/20	302-3580-572.63-04	(148,878)	CORR ACCTS FOR PROMENADE FOR CRA PORTION		1681
	302-3580-572.63-01	(104,000)			
	302-3580-572.63-04	(100,000)			
	302-3580-572.63-05	100,000			
	302-3580-572.63-04	104,000			
	302-3580-572.63-05	148,878			
02/26/20	302-3580-572.63-04	(14,249)	Project Retainage Adj Resolution 2020-111		2039
	302-3580-572.63-01	(1,850)			
	302-3580-519.63-00	(1,719,250)	Reverse Duplicate Entry Resolution 2020-110		2039
11 Budget Amendments/Transfers			Division 3580 Total	$2,760,306	
11 Total Budget Amendments/Transfers			**RIVERFRONT/LEE WENNER PK**	**$2,760,306**	
3580 - CAPITAL PROJECTS MNGMT					
11/22/19	303-3580-519.63-00	1,500,000	ROLL FY19 BDGT FISKE BLVD FY20 BUDGET ROLLOVER		720
1 Budget Amendments/Transfers			Division 3580 Total	$1,500,000	
1 Total Budget Amendments/Transfers			**FISKE BV CMPLT STRTSCAPE**	**$1,500,000**	
4010 - WATER ADMINISTRATION					
11/13/19	421-4010-536.39-00	(84,510)	BUSS MAY - SOIRL Zone J ZONE J FEAS TECH ASST		632
	421-4010-536.39-00	(59,585)	BUSS MAY SOIRL ZONE K ZONE K FEAS TECH ASST		634

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/22/19	421-4010-536.31-00	5,460	PO 73903 / INTEGRITY PUBL FY20 PO ROLLOVER	723
	421-4010-536.31-00	2,840	PO 75129 / SUPERION LLC FY20 PO ROLLOVER	723
01/24/20	421-4010-536.31-00	(2,840)	CORR ACCT # FOR PO 75129 SUPERION / PO TEMPLATE	1553
	421-4010-536.34-00	2,840		
	421-4010-536.32-00	(40,000)	RECL AUDIT BUDGET FOR FULL UT RATE STUDY	1556
	421-4010-536.31-00	40,000		
02/26/20	421-4010-536.39-00	(188,914)	Task Order 2020-07 Jacobs Resolution 2020-118	2039
	421-4010-536.31-00	188,914		
	421-4010-536.39-00	(113,954)	TaskOrder 2020-01 2020-04 Resolution 2020-117	2039
03/17/20	421-4010-536.31-00	(240,000)	Assign AB Project Numbers	2283
	421-4010-536.31-33	(135,608)		
	421-4010-536.52-33	(68,880)		
	421-4010-536.31-01	(50,000)		
	421-4010-536.31-01	50,000		
	421-4010-536.52-33	68,880		
	421-4010-536.31-33	135,608		
	421-4010-536.31-00	240,000		
9	Budget Amendments/Transfers		Division 4010 Total ($249,749)	
4020 - DYAL PLANT				
11/22/19	421-4020-536.46-00	6,523	PO 73731 / RING POWER COR FY20 PO ROLLOVER	723
	421-4020-536.42-00	4,500	PO 73978 / TOM EVAN ENV FY20 PO ROLLOVER	723
	421-4020-536.46-00	158,642	PO 73978 / TOM EVANS ENV FY20 PO ROLLOVER	723
	421-4020-536.63-00	13,995	PO 74413 / CH2M HILL ENG FY20 PO ROLLOVER	723
	421-4020-536.34-00	1,800	PO 74492 / BIO TECH CONS FY20 PO ROLLOVER	723
	421-4020-536.46-00	53,787	PO 74696 / RING POWER COR FY20 PO ROLLOVER	723
	421-4020-536.42-00	75	PO 74941 / WTR TREAT & CO FY20 PO ROLLOVER	723
	421-4020-536.64-00	5,828		
	421-4020-536.64-00	43,861	PO 74996 / TRANE (MAITL) FY20 PO ROLLOVER	723
	421-4020-536.46-00	9,233	PO 75050 / POWELL ELEC FY20 PO ROLLOVER	723
	421-4020-536.42-00	495	PO 75076 / HAROLD BECK FY20 PO ROLLOVER	723
	421-4020-536.46-00	22,167		
	421-4020-536.63-00	28,633	PO 75080 / CH2M HILL ENG FY20 PO ROLLOVER	723
	421-4020-536.63-00	43,100	PO 75099 / BURNETT LIME FY20 PO ROLLOVER	723
	421-4020-536.63-00	10,733	PO 75111 / THOMPSON PIPE FY20 PO ROLLOVER	723
	421-4020-536.46-00	13,075	PO 75117 / WTR TREAT & CO FY20 PO ROLLOVER	723
	421-4020-536.46-00	85,926	PO 75118 / RING POWER COR FY20 PO ROLLOVER	723
	421-4020-536.63-00	130	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER	721
	421-4020-536.64-00	4,784		
	421-4020-536.63-00	14,447		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
01/09/20	421-4020-536.46-00	(30,000)	CORR ACCT # FOR DYAL DMZ SERVER REPLACEMENT	1348
	421-4020-536.56-15	30,000		
	421-4020-536.46-00	(23,000)	CORR ACCT # FOR DYAL EMPIRE COMPT SUPPORT	1348
	421-4020-536.56-15	23,000		
	421-4020-536.52-00	(33,814)	CORR ACCT FOR DYAL SFTWRE LICENSE / WONDERWARE	1347
	421-4020-536.56-15	33,814		
02/26/20	421-4020-536.34-00	(168,322)	Jacobs Engineering Svs Resolution 2020-112	2039
	421-4020-536.31-03	168,322		
03/17/20	421-4020-536.52-09	(1,551,090)	Assign AB Project Numbers	2283
	421-4020-536.52-09	(736,998)		
	421-4020-536.52-09	(587,420)		
	421-4020-536.64-00	(361,000)		
	421-4020-536.46-00	(250,000)		
	421-4020-536.46-00	(250,000)		
	421-4020-536.46-02	(250,000)		
	421-4020-536.63-00	(250,000)		
	421-4020-536.52-09	(182,000)		
	421-4020-536.52-09	(166,660)		
	421-4020-536.52-09	(157,510)		
	421-4020-536.52-09	(156,028)		
	421-4020-536.46-00	(125,000)		
	421-4020-536.52-09	(118,175)		
	421-4020-536.52-09	(109,200)		
	421-4020-536.64-00	(105,000)		
	421-4020-536.52-09	(81,700)		
	421-4020-536.52-09	(81,214)		
	421-4020-536.64-00	(80,700)		
	421-4020-536.52-09	(68,400)		
	421-4020-536.52-09	(63,840)		
	421-4020-536.64-00	(48,000)		
	421-4020-536.52-09	(35,200)		
	421-4020-536.52-09	(10,000)		
	421-4020-536.52-09	(8,000)		
	421-4020-536.52-09	(5,000)		
	421-4020-536.52-09	5,000		
	421-4020-536.52-09	8,000		
	421-4020-536.52-09	10,000		
	421-4020-536.52-09	35,200		
	421-4020-536.64-00	48,000		
	421-4020-536.52-09	63,840		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/17/20	421-4020-536.52-09	68,400	Assign AB Project Numbers		2283
	421-4020-536.64-00	80,700			
	421-4020-536.52-09	81,214			
	421-4020-536.52-09	81,700			
	421-4020-536.64-00	105,000			
	421-4020-536.52-09	109,200			
	421-4020-536.52-09	118,175			
	421-4020-536.46-00	125,000			
	421-4020-536.52-09	156,028			
	421-4020-536.52-09	157,510			
	421-4020-536.52-09	166,660			
	421-4020-536.52-09	182,000			
	421-4020-536.46-00	250,000			
	421-4020-536.46-00	250,000			
	421-4020-536.46-02	250,000			
	421-4020-536.63-00	250,000			
	421-4020-536.64-00	361,000			
	421-4020-536.52-09	587,420			
	421-4020-536.52-09	736,998			
	421-4020-536.52-09	1,551,090			
21	Budget Amendments/Transfers		Division 4020 Total	$521,734	
4025 - WATER FIELD OPERATIONS					
11/22/19	421-4025-536.46-00	2,855	PO 72093 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4025-536.46-00	12,325	PO 72425 / JOBEAR CONTRAC FY20 PO ROLLOVER		723
	421-4025-536.42-00	500	PO 73810 / TEAM IND SVCS FY20 PO ROLLOVER		723
	421-4025-536.46-00	2,500			
	421-4025-536.46-00	2,142	PO 74118 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4025-536.46-00	105,253	PO 74163 / ALL TERRAIN TR FY20 PO ROLLOVER		723
01/09/20	421-4025-536.52-00	(34,000)	CORR ACCT FOR SFTWRE LICENSE / IWATER / XC2		1347
	421-4025-536.56-15	34,000			
02/26/20	421-4025-536.46-00	(103,918)	Task Order 2020-02 Jacobs Resolution 2020-114		2039
	421-4025-536.31-03	103,918			
	421-4025-536.46-00	(105,781)	Task Order 2020-05 Jacobs Resolution 2020-113		2039
	421-4025-536.31-03	105,781			
03/17/20	421-4025-536.46-00	(680,000)	Assign AB Project Numbers		2283
	421-4025-536.46-00	(620,000)			
	421-4025-536.64-00	(398,500)			
	421-4025-536.46-00	(321,000)			
	421-4025-536.46-00	(265,000)			
	421-4025-536.46-00	(240,000)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/17/20	421-4025-536.46-00	(206,000)	Assign AB Project Numbers		2283
	421-4025-536.46-00	(183,000)			
	421-4025-536.52-00	(85,000)			
	421-4025-536.31-03	(75,000)			
	421-4025-536.46-00	(75,000)			
	421-4025-536.46-00	(50,500)			
	421-4025-536.46-00	(50,000)			
	421-4025-536.46-00	(50,000)			
	421-4025-536.46-02	(42,733)			
	421-4025-536.46-00	(31,000)			
	421-4025-536.64-00	(17,084)			
	421-4025-536.46-00	(15,000)			
	421-4025-536.46-00	(15,000)			
	421-4025-536.52-00	(3,000)			
	421-4025-536.46-00	(500)			
	421-4025-536.46-00	500			
	421-4025-536.52-00	3,000			
	421-4025-536.46-00	15,000			
	421-4025-536.46-00	15,000			
	421-4025-536.64-00	17,084			
	421-4025-536.46-00	31,000			
	421-4025-536.46-02	42,733			
	421-4025-536.46-00	50,000			
	421-4025-536.46-00	50,000			
	421-4025-536.46-00	50,500			
	421-4025-536.31-03	75,000			
	421-4025-536.46-00	75,000			
	421-4025-536.52-00	85,000			
	421-4025-536.46-00	183,000			
	421-4025-536.46-00	206,000			
	421-4025-536.46-00	240,000			
	421-4025-536.46-00	265,000			
	421-4025-536.46-00	321,000			
	421-4025-536.64-00	398,500			
	421-4025-536.46-00	620,000			
	421-4025-536.46-00	680,000			
9	Budget Amendments/Transfers		Division 4025 Total	$125,575	
4055 - ENGINEERING					
11/13/19	421-4055-536.31-03	84,510	BUSS MAY - SOIRL Zone K ZONE J FEAS TECH ASST		632
	421-4055-536.31-03	59,585	BUSS MAY SOIRL ZONE K ZONE K FEAS TECH ASST		634

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/22/19	421-4055-536.63-00	3,182	PO 71688 / MEAD & HUNT FY20 PO ROLLOVER		723
	421-4055-536.63-00	420,316	PO 71924 / BRANDES DESIGN FY20 PO ROLLOVER		723
	421-4055-536.63-00	1,608	PO 71946 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4055-536.63-00	576,225	PO 73011 / CH2M HILL ENG FY20 PO ROLLOVER		723
	421-4055-536.63-00	1,787	PO 73291 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4055-536.68-10	51,602	PO 74292 / CH2M HILL ENG FY20 PO ROLLOVER		723
	421-4055-536.63-00	5,532	PO 75038 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4055-536.68-10	4,334	PO 75068 / KED GROUP, INC FY20 PO ROLLOVER		723
	421-4055-536.68-10	43,427	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	421-4055-536.63-00	191,490			
	421-4055-536.63-00	210,571			
12/30/19	421-4055-536.52-00	(50,000)	TXFR ARCGIS BUDGET TO CORRECT ACCT		1207
	421-4055-536.56-15	50,000			
02/14/20	421-4055-536.63-00	(636,000)	ASSIGN PROJ # / FY20 BDGT		1866
	421-4055-536.63-00	(440,000)			
	421-4055-536.63-00	(200,000)			
	421-4055-536.63-00	(100,000)			
	421-4055-536.63-00	(100,000)			
	421-4055-536.63-00	(83,490)			
	421-4055-536.63-00	83,490			
	421-4055-536.63-00	100,000			
	421-4055-536.63-00	100,000			
	421-4055-536.63-00	200,000			
	421-4055-536.63-00	440,000			
	421-4055-536.63-00	636,000			
02/26/20	421-4055-536.63-00	113,954	TaskOrder 2020-01 2020-04 Resolution 2020-117		2039
14	Budget Amendments/Transfers			Division 4055 Total $1,768,123	
4120 - WATER RECLAMATION					
11/22/19	421-4120-536.63-00	45,243	PO 71959 / BRANDES DESIGN FY20 PO ROLLOVER		723
	421-4120-536.62-00	65,000	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	421-4120-536.63-00	542,514			
01/09/20	421-4120-536.52-00	(6,500)	ADD FNDS FOR PO 75831 CAROLLO ENGINEERS		1349
	421-4120-536.56-15	6,500			
	421-4120-536.52-00	(10,000)	CORR ACCT FOR SFTWRE LICENSE / VTSCADA / CMMS		1347
	421-4120-536.56-15	10,000			
03/09/20	421-4120-536.52-00	(12,113)	RECLASS WILO MIXER EQUIP TO CAPITAL ACCT		2153
	421-4120-536.64-00	12,113			
03/17/20	421-4120-536.52-09	(83,600)	Assign AB Project Numbers		2283
	421-4120-536.31-00	(40,000)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/17/20	421-4120-536.64-15	(28,000)	Assign AB Project Numbers		2283
	421-4120-536.52-09	(21,218)			
	421-4120-536.52-00	(20,500)			
	421-4120-536.52-09	(16,974)			
	421-4120-536.64-00	(16,575)			
	421-4120-536.46-00	(16,500)			
	421-4120-536.46-00	(15,200)			
	421-4120-536.52-00	(12,000)			
	421-4120-536.64-00	(8,945)			
	421-4120-536.64-00	(8,500)			
	421-4120-536.64-00	(6,000)			
	421-4120-536.52-00	(4,500)			
	421-4120-536.52-00	(4,178)			
	421-4120-536.52-00	(4,000)			
	421-4120-536.52-00	(2,289)			
	421-4120-536.52-00	(1,890)			
	421-4120-536.52-00	(1,800)			
	421-4120-536.52-00	1,800			
	421-4120-536.52-00	1,890			
	421-4120-536.52-00	2,289			
	421-4120-536.52-00	4,000			
	421-4120-536.52-00	4,178			
	421-4120-536.52-00	4,500			
	421-4120-536.64-00	6,000			
	421-4120-536.64-00	8,500			
	421-4120-536.64-00	8,945			
	421-4120-536.52-00	12,000			
	421-4120-536.46-00	15,200			
	421-4120-536.46-00	16,500			
	421-4120-536.64-00	16,575			
	421-4120-536.52-09	16,974			
	421-4120-536.52-00	20,500			
	421-4120-536.52-09	21,218			
	421-4120-536.64-15	28,000			
	421-4120-536.31-00	40,000			
	421-4120-536.52-09	83,600			
6	Budget Amendments/Transfers		Division 4120 Total	$652,757	
4125 - SEWER FIELD OPERATIONS					
11/22/19	421-4125-536.46-00	40,571	PO 74913 / VORTEX SVCS FY20 PO ROLLOVER		723
	421-4125-536.46-00	25,805	PO 74914 / LORD & COMPANY FY20 PO ROLLOVER		723

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/22/19	421-4125-536.46-00	69,000	PO 74983 / BARNEY PUMPS FY20 PO ROLLOVER	723
	421-4125-536.64-00	3,956	PO 75051 / COMPRESSED AIR FY20 PO ROLLOVER	723
	421-4125-536.46-00	7,567	PO 75069 / BARNEY PUMPS FY20 PO ROLLOVER	723
	421-4125-536.46-00	2,714	PO 75092 / MEAD & HUNT FY20 PO ROLLOVER	723
01/09/20	421-4125-536.52-00	(5,000)	CORR ACCT FOR SFTWRE LICENSE / INFRAMAP	1347
	421-4125-536.56-15	5,000		
02/26/20	421-4125-536.46-00	(50,811)	TaskOrder 2020-11 Carollo Resolution 2020-115	2039
	421-4125-536.31-03	50,811		
03/17/20	421-4125-536.46-00	(400,000)	Assign AB Project Numbers	2283
	421-4125-536.46-00	(335,000)		
	421-4125-536.64-00	(235,800)		
	421-4125-536.46-00	(100,000)		
	421-4125-536.46-00	(50,000)		
	421-4125-536.46-00	(50,000)		
	421-4125-536.46-00	(38,000)		
	421-4125-536.46-00	(30,000)		
	421-4125-536.46-00	(16,000)		
	421-4125-536.46-00	(15,000)		
	421-4125-536.46-00	(12,500)		
	421-4125-536.46-00	(10,000)		
	421-4125-536.46-00	(8,000)		
	421-4125-536.46-00	(6,000)		
	421-4125-536.46-00	(5,500)		
	421-4125-536.46-00	(300)		
	421-4125-536.46-00	300		
	421-4125-536.46-00	5,500		
	421-4125-536.46-00	6,000		
	421-4125-536.46-00	8,000		
	421-4125-536.46-00	10,000		
	421-4125-536.46-00	12,500		
	421-4125-536.46-00	15,000		
	421-4125-536.46-00	16,000		
	421-4125-536.46-00	30,000		
	421-4125-536.46-00	38,000		
	421-4125-536.46-00	50,000		
	421-4125-536.46-00	50,000		
	421-4125-536.46-00	100,000		
	421-4125-536.64-00	235,800		
	421-4125-536.46-00	335,000		
	421-4125-536.46-00	400,000		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
9	Budget Amendments/Transfers		Division 4125 Total	$149,613	
	68 Total Budget Amendments/Transfers		**WATER/SEWER FUND**	**$2,968,053**	
3570 - STORMWATER UTILITY					
10/23/19	423-3570-538.39-00	(324,134)	BA #20-006-T - STORMWATER IMPROVEMENTS		311
	423-3570-538.63-00	50,000			
	423-3570-538.46-00	80,000			
	423-3570-538.63-00	194,134			
11/22/19	423-3570-538.31-00	2,955	PO 73710 / INFR SOL SVCS FY20 PO ROLLOVER		723
	423-3570-538.31-00	4,500	PO 74218 / MEAD & HUNT FY20 PO ROLLOVER		723
	423-3570-538.63-00	121,380	PO 74643 / GRANITE INLINE FY20 PO ROLLOVER		723
	423-3570-538.34-00	9,240	PO 74857 / GOLD NUGGET FY20 PO ROLLOVER		723
	423-3570-538.46-00	(30,000)	PROVIDE BUDGET TO UPDATE EXISTING STORMWATER MODEL		724
	423-3570-538.31-00	30,000			
	423-3570-538.63-00	58,586	ROLL FY19 BDGT / SW PROJS FY20 BUDGET ROLLOVER		721
01/09/20	423-3570-538.46-00	(2,859)	COVER FLA TODAY ADS STORMWATER ASSESSMENT		1349
	423-3570-538.49-00	2,859			
03/09/20	423-3570-538.46-00	(21,000)	RECLASS PO 75692 TO FUND REQ 40435		2153
	423-3570-538.34-00	21,000			
03/17/20	423-3570-538.64-00	(270,032)	Assign AB Project Numbers		2283
	423-3570-538.46-00	(20,000)			
	423-3570-538.31-33	(6,615)			
	423-3570-538.52-33	(3,360)			
	423-3570-538.52-33	3,360			
	423-3570-538.31-33	6,615			
	423-3570-538.46-00	20,000			
	423-3570-538.64-00	270,032			
10	Budget Amendments/Transfers		Division 3570 Total	$196,661	
	10 Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$196,661**	
4020 - DYAL PLANT					
11/22/19	426-4020-536.63-00	518,073	PO 74876 / S4 WATER SALES FY20 PO ROLLOVER		723
	426-4020-536.63-00	51,808	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	426-4020-536.63-00	600,000			
2	Budget Amendments/Transfers		Division 4020 Total	$1,169,881	
4055 - ENGINEERING					
11/22/19	426-4055-536.63-00	150,082	PO 74040 / E&D CONTRACT FY20 PO ROLLOVER		723
	426-4055-536.63-00	390,052	PO 74042 / ATLANTIC DEV FY20 PO ROLLOVER		723
	426-4055-536.63-00	4,502	PO 74097 / BUSSEN MAYER FY20 PO ROLLOVER		723
	426-4055-536.63-00	18,538	PO 74152 / CH2M HILL FY20 PO ROLLOVER		723

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/22/19	426-4055-536.63-00	10,000	PO 74281 / WHARTON SMITH FY20 PO ROLLOVER		723
	426-4055-536.63-00	218,268	PO 74898 / CH2M HILL FY20 PO ROLLOVER		723
	426-4055-536.63-00	34,060	PO 74901 / MEAD & HUNT FY20 PO ROLLOVER		723
	426-4055-536.63-00	12,802	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	426-4055-536.63-00	16,022			
	426-4055-536.63-00	400,000			
	426-4055-536.63-00	698,664			
	426-4055-536.63-00	898,128			
	426-4055-536.63-00	1,185,780			
	426-4055-536.63-00	1,962,023			
	426-4055-536.63-00	2,622,381			
	426-4055-536.63-00	10,378,517			
01/24/20	426-4055-536.63-00	(439,845)	ADDL BUDGET FOR WS17MI TO COVER WS17MI BID COSTS		1557
	426-4055-536.63-00	439,845			
02/26/20	426-4055-536.63-00	(85,466)	Project Retainage Adj Resolution 2020-111		2039
	426-4055-536.63-00	(12,302)			
03/17/20	426-4055-536.63-00	(13,326,022)	Assign AB Project Numbers		2283
	426-4055-536.63-00	(3,128,564)			
	426-4055-536.63-00	(1,393,750)			
	426-4055-536.63-00	(393,684)			
	426-4055-536.63-00	(325,016)			
	426-4055-536.63-00	325,016			
	426-4055-536.63-00	393,684			
	426-4055-536.63-00	1,393,750			
	426-4055-536.63-00	3,128,564			
	426-4055-536.63-00	13,326,022			
11	Budget Amendments/Transfers			Division 4055 Total	8,902,051	
4120 - WATER RECLAMATION						
11/22/19	426-4120-536.63-00	6,084	PO 74732 / CAROLLO ENG FY20 PO ROLLOVER		723
	426-4120-536.63-00	72,100	PO 74805 / WPC INDUST FY20 PO ROLLOVER		723
	426-4120-536.63-00	39,072	PO 74872 / DIVERSIFIED EN FY20 PO ROLLOVER		723
	426-4120-536.63-00	37,500	PO 75077 / PITTSBURG TANK FY20 PO ROLLOVER		723
	426-4120-536.63-00	45,300	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	426-4120-536.63-00	2,690,036			
02/26/20	426-4120-536.63-00	(1,400)	Project Retainage Adj Resolution 2020-111		2039
6	Budget Amendments/Transfers			Division 4120 Total	2,888,692	
19	Total Budget Amendments/Transfers		**WS CPTL PROJ 2018B**		**22,960,624**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #

227 Transfers & Amendments between 10/1/2019 and 3/31/2020

FY 2020 TOTAL TRANSFERS & AMENDMENTS	**35,858,479**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

FY 2020 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 3/31/2020

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/09/19	001-0000-389.99-50	50,000	BA #20-001-A - PLANNING SVCS FOR COCOA PD		238
10/23/19	001-0000-331.20-05	22,166	BA #02-002-A - ACCEPT JAG GRANT FOR PD FOR FY20		312
	001-0000-331.20-12	10,507	BA #02-003-A - ACCEPT BVP GRANT FOR PD FOR FY20		312
11/22/19	001-0000-389.99-50	293,269	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		722
01/13/20	001-0000-343.90-01	9,397	INC FDOT MEDIAN MAINT BUDGET; 2 QTRS FY20		1384
02/26/20	001-0000-337.20-02	16,541	Grant for Lucas System Resolution 2020-009		2039
03/17/20	001-0000-331.20-15	(126,896)	Assign AB Project Numbers		2283
	001-0000-331.20-16	(700)			
	001-0000-331.20-16	(300)			
	001-0000-331.20-16	300			
	001-0000-331.20-16	700			
	001-0000-331.20-15	126,896			
7 Budget Amendments/Transfers			Division 0000 Total	$401,880	
7 Total Budget Amendments/Transfers			**GENERAL FUND**	**$401,880**	
11/22/19	103-0000-389.99-50	300,172	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
02/26/20	103-0000-389.99-50	(14,466)	Project Retainage Adj Resolution 2020-111		2039
2 Budget Amendments/Transfers			Division 0000 Total	$285,706	
2 Total Budget Amendments/Transfers			**CDBG**	**$285,706**	
11/22/19	104-0000-389.99-50	400,000	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
01/13/20	104-0000-389.99-10	3,863	INC HOME GRANT CRRYFORWRD MATCH HOME AGREEMENT		1385
2 Budget Amendments/Transfers			Division 0000 Total	$403,863	
2 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**$403,863**	
11/22/19	108-0000-389.99-50	834,332	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
12/11/19	108-0000-381.91-01	19,937	SEC 108 LOAN SUBSIDY FEE JOE LEE SMITH CTR CONST		1106
	108-0000-389.99-50	(894,000)	SEC 108 LOANPROC HUD NOTE JOE LEE SMITH CENTER PROJ		1104
	108-0000-384.00-00	894,000			
02/26/20	108-0000-389.99-50	(6,630)	Project Retainage Adj Resolution 2020-111		2039
4 Budget Amendments/Transfers			Division 0000 Total	$847,639	
4 Total Budget Amendments/Transfers			**SEC 108 LOAN GUARANTEE**	**$847,639**	
11/22/19	110-0000-389.99-50	117,266	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/22/19	110-0000-389.99-10	221,427	ROLL FY19 BDGT LEE WENNER FY20 BUDGET ROLLOVER		720
12/11/19	110-0000-389.99-50	138,889	C&D CONST C/O #1 AGENDA 19-653		1107
3 Budget Amendments/Transfers			Division 0000 Total	$477,582	
3 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**$477,582**	
11/22/19	111-0000-389.99-50	47,488	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
1 Budget Amendments/Transfers			Division 0000 Total	$47,488	
1 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$47,488**	
11/22/19	301-0000-389.99-50	2,774,807	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		723
	301-0000-389.99-50	281,234	ROLL FY19 BDGT DR JOE LEE FY20 BUDGET ROLLOVER		720
02/26/20	301-0000-389.99-50	(47,364)	Project Retainage Adj Resolution 2020-111		2039
3 Budget Amendments/Transfers			Division 0000 Total	$3,008,677	
3 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$3,008,677**	
11/22/19	302-0000-389.99-50	1,633,745	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		723
	302-0000-389.99-50	2,474,143	ROLL FY19 BDGT HURR IRMA FY20 BUDGET ROLLOVER		720
12/11/19	302-0000-381.91-10	138,889	C&D CONST C/O #1 AGENDA 19-653		1107
	302-0000-381.91-10	148,878	COCOA CRA TXFR-PROMENADE RVRFRNT PROM OVERLOOKS		1102
	302-0000-381.91-10	100,000	COCOA CRA TXFR-PROMENADE RVRFRNT PROMENADE ENHNCE		1102
	302-0000-389.99-50	(225,000)	ROLL FIND GRANT REV #BV-CO-17-134		1100
	302-0000-337.30-15	225,000			
	302-0000-389.99-50	(427,100)	ROLL FIND GRANT REV #BV-CO-17-139E		1100
	302-0000-337.30-16	427,100			
02/26/20	302-0000-389.99-50	(16,099)	Project Retainage Adj Resolution 2020-111		2039
	302-0000-389.99-50	(1,719,250)	Reverse Duplicate Entry Resolution 2020-110		2039
9 Budget Amendments/Transfers			Division 0000 Total	$2,760,306	
9 Total Budget Amendments/Transfers			**RIVERFRONT/LEE WENNER PK**	**$2,760,306**	
11/22/19	303-0000-389.99-50	1,500,000	ROLL FY19 BDGT FISKE BLVD FY20 BUDGET ROLLOVER		720
1 Budget Amendments/Transfers			Division 0000 Total	$1,500,000	
1 Total Budget Amendments/Transfers			**FISKE BV CMPLT STRTSCAPE**	**$1,500,000**	
11/22/19	421-0000-389.99-50	1,895,690	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		723
	421-0000-389.99-50	1,072,363	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
2 Budget Amendments/Transfers			Division 0000 Total	$2,968,053	
2 Total Budget Amendments/Transfers			**WATER/SEWER FUND**	**$2,968,053**	
11/22/19	423-0000-389.99-50	138,075	MOVE FUNDS FROM RESERVE FY20 PO ROLLOVER		723
	423-0000-389.99-50	58,586	ROLL FY19 BDGT / SW PROJS FY20 BUDGET ROLLOVER		721
2 Budget Amendments/Transfers			Division 0000 Total	$196,661	
2 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$196,661**	
11/22/19	426-0000-389.99-50	1,498,331	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		723

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/22/19	426-0000-389.99-50	21,561,461	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
02/26/20	426-0000-389.99-50	(99,168)	Project Retainage Adj Resolution 2020-111		2039
3 Budget Amendments/Transfers			Division 0000 Total	22,960,624	
3 Total Budget Amendments/Transfers			**WS CPTL PROJ 2018B**	**22,960,624**	

39 Transfers & Amendments between 10/1/2019 and 3/31/2020

FY 2020 TOTAL TRANSFERS & AMENDMENTS **35,858,479**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Legislation Details (With Text)

File #:	20-214	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/8/2020			**In control:**	City Council
On agenda:	4/22/2020			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	March 2020 Contingency Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2020
Agenda Date: April 22, 2020
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of March 31, 2020. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

FY2020 Change Orders - CM authorized to execute

applied to contingency

as of: 3/31/2020

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY18 Cum.	FY19 Cum.	FY20 Cum.	FY2020 Expenditures	FY2019 Expenditures
PW20SW												
Op. Rev.		195,928.62	4/8/2020	2020-138								
Project Manager: Frank Mirabito		8,833.00	contingency authorized									
account #	001-3510-541.63-04	187,095.62	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Parkit Construction, Inc.						$ -					
	Contractor PO# PO#											
		8,833	**^contingency balance-->(And other costs)**									
Op. Rev.		217,415.00	4/8/2020	2020-135								
Project Manager: Abigail Morgan		19,765.00	contingency and other costs authorized									
account #	423-3570-538.46-00	197,650.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	C&D Construction						$ -					
	Contractor PO# PO#											
		19,765	**^contingency balance-->(And other costs)**									
WS19MH												
Op. Rev.		399,028.00	3/25/2020	2020-129								
Project Manager:		36,275.00	contingency and other costs authorized									
account #	421-4125-536.46-00	362,753.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	VacVision Environmental LLC						$ -					
	Contractor PO# PO#											
		36,275	**^contingency balance-->(And other costs)**									
ES17HI	Promenade and Improvements											
Op. Rev.		1,280,728.94	1/30/2020 & 3/25/2020	2020-109*								
Project Manager: Gary Palmer		285,170.94	contingency and other costs authorized	(2020-128 Additional Budget)								
account #	302-3580-572.63-04	995,558.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	302-3580-572.63-05 Improvements											
	Rush Marine			FY2020	40320	995,558.00	$ 1,186,728.94			$ 1,186,728.94	$ 279,181.80	
	Contractor PO#76074			Eng Costs	40470	15,000.00						
	Universal Engineering			CO#1	40609	191,170.94						
	Contractor PO# 76231											
		79,000	**^contingency balance-->(And other costs)**									
WS20ST	Lift Station #2 Panel Rehabilitation											
Op. Rev.		171,120.00	10/24/2019	2019-088								
Project Manager: Utilities		22,320.00	contingency authorized									
account #	421-4125-536.46-00	148,800.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Parkit Construction			FY2020	39694	148,800.00	$ 148,800.00			$ 148,800.00	$ 67,692.46	
	Contractor PO# 75641			CO#1	40503	3,925.85						
		18,394	**^contingency balance-->**									
WS19CF	Groundwater Cal-Flo											
Op. Rev.		94,789.83	8/28/2019	2019-078								
Project Manager: Utilities		8,617.24	contingency authorized									
account #	421-4020-536-63-00	86,172.59	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Thompson Pipe			FY2019			$ -	-	$ 10,733.00		$ 10,733.00	
	Contractor PO# 75111		*FY 19 PO ISSUE*		39044	10,733.00						
		8,617	**^contingency balance-->**									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY18 Cum.	FY19 Cum.	FY20 Cum.	FY2020 Expenditures	FY2019 Expenditures
CP1504	Dr. Joe Lee Smith Center											
Op. Rev.		4,839,571.00	1/9/2019 & 6/12/2019	2019-004 & 2019-052								
Project Manager: Gary Palmer		289,558.00	contingency authorized									
account #	301-3580-519.62-00	4,550,013.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	W & J Construction		*FY 19 PO ISSUE*	FY2019	37879	170,144.00	$ 4,629,905.29	$ 170,144.00	$ 4,379,869.00	$ 4,629,905.29	$ 2,421,216.30	$ 616,134.43
	Contractor PO# 74150		CO#1	FY2020	38708	4,379,869.00						
			CO#5	FY2020	40319	79,892.29						
		209,666	**^contingency balance-->**									
WS1431	North Tropical Trail Looping Improvements											
Op. Rev.		1,231,048.17	12/12/2018	2018-114								
Project Manager: Utilities		111,913.47	contingency authorized									
account #	426-4055-536.63-00	1,119,134.70	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Atlantic Development of Cocoa		*FY 19 PO ISSUE*	FY2019	37710	1,119,134.70	$ 1,159,239.19	$ 1,119,134.70	$ 1,159,239.19	$ 1,159,239.19	272,059.47	$ 699,622.09
	Contractor PO# 074042		CO#1		37978	16,542.60						
			CO#2		38879	23,561.89						
*Bond												
		71,809	**^contingency balance-->**									
WS1001	Industrial Park Pump Station											
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138								
Project Manager Utilities		444,500.00	10% contingency authorized			63-00						
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Brandes Design-Build. PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00					
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41					
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91					
	Quentin Hampton P.O. #67460/69493		*PO **65207** FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53					
			*FY16 PO Issue PO# **67318***	FY2016	29192	**1,542,102.38**	4,501,559.91		v			
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98		v			
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09		v			
	CH2M Hill PO #67455/		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00	4,599,028.09					
			*CO#1 PO **67318***		29647	**53,686.38**	4,652,714.47					
	RM Packard $ Assoc. Inc. 73686		*CO#2 install electronic indicators PO **67318***		30007	**8,917.65**	4,661,632.12					
			*CO#2 additional inspection services PO# **67460***		30758	18,000.00	4,679,632.12					
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32					
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98					
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83					
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,860,665.17					
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97					
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)	4,655,728.58					
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39	4,667,012.97					
							4,667,012.97					
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)	4,246,697.67					
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)	4,236,713.28					
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30	4,657,028.58	420,315.30				
					34893	9,984.39	$ 4,667,012.97	$ 430,299.69				
			PO#73686	FY2019		1,000.00						
		209,868	^contingency balance-->									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #		All Fiscal Years Cumulative	FY18 Cum.	FY19 Cum.	FY20 Cum.	FY2020 Expenditures	FY2019 Expenditures
WS1222	BNR Process Improvements												
DER restricted + Op.Rev		3,356,475.06	08/13/13 VIII.7	2013-083									
account #421-4120-536.63-00 + 64-00		603,099.13	contingency authorized										
		2,753,375.93	constr' exp authorized before contingency										
				2018-083									
		86,000	7/28/15 VIII. 3. for **Maxwell Contracting**	2015-037									
$5k reimburse check for overpmt of retainage in error - NOT a change order		10,000	contingency authorized for emergency task order										
		76,000	Emergency Task Order authorized ($76k before task order contingency)										
						63-00	64-00	Cumulative	FY18 cum	FY19 cum	FY20 cum		FY19
Brandes Design-Build, Inc. FY2013 PO# 62086													
Bid No. B-13-11-COC													
Brandes Design-Build, Inc. FY2014 PO# 62605				FY2013	22658	1,250,550.00	1,528,450.00	2,779,000.00		$ 98,983.65			
Brandes Design-Build, Inc. FY2015 PO# 64940			FY13 Year-End PO Liquidation			(1,200,550.00)	(1,528,450.00)			$ 98,983.65			
			FY14 PO Reissue	FY2014	23304	1,200,550.00	1,528,450.00	2,779,000.00					
Brandes Design-Build, Inc. FY2016 PO# 67346			CO #1 Modification to drain lines in BNR tanks		24840	22,776.29		2,801,776.29					
CDM Smith FY2016 PO# 67329 + 67528 + 67529			FY14 Year-End PO Liquidation				(728,344.56)	2,073,431.73					
JoBear Contracting FY2016 PO# 68561			FY15 PO Reissue	FY2015	26276	728,344.56		2,801,776.29					
			CO #2 Exploratory excavation		26423	11,040.00		2,812,816.29					
					26917	10,200.00		2,823,016.29					
Brandes FY2017 PO# 69615 / FY2018 PO#71959			CO #3 Cable Tray		27079	5,978.14		2,828,994.43					
			CO #4 to Remove Sludge		27209	10,000.00		2,838,994.43					
CDM Smith FY17 PO# 69522/69955/69956; FY18 PO#71534			*FY15 Year End PO Liquidation*			(79,836.05)		2,759,158.38					
			FY16 PO Issue	FY2016	29212	79,836.05		2,838,994.43					
					29249	32,800.00		2,871,794.43					
			CO#1		29329	(5,000.00)		2,866,794.43					
			CO#2		29212	4,151.50		2,870,945.93					
			CO#3		29905	5,327.32		2,876,273.25					
			CO#4		30046	(5,327.32)		2,870,945.93					
			Jobear P.O. 68561		30751	100,378.50		2,971,324.43					
			FY16 Liquidated		30751	(83,785.50)		2,887,538.93					
SISCO FY2016 PO# 68047			SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16		2,892,624.09					
			FY16 Year End PO Liquidation			(34,482.06)		2,858,142.03					
			FY17PO#69615 Brandes	FY2017	31932	33,812.06		2,891,954.09		-			
			PO# 69522 CDM Smith		31954	670.00		2,892,624.09		84,072.06			
			PO# 69522 CDM Smith		32776	13,250.00		2,905,874.09		84,072.06			
						(33,812.06)		2,872,062.03		84,072.06			
							(13.25)	2,872,048.78					
			PO#71534: Reissue PO#69522 CDM Smith	FY2018	34520	13.25		2,872,062.03	13.25				
			CO#1 PO#69522 CDM Smith		34650	36,340.00		2,908,402.03	36,353.25	1			
			CO#2 CDM SMITH		34520	86,975.40							
			PO#71959: Reissue PO#69615 Brandes Design-Build		34988	33,812.06		$ 2,942,214.09	$ 70,165.31				
			CO#1		36547	11,430.00		$ 2,953,644.09		$ 11,430.00			
Maxwell Contracting, Inc. FY2015 PO#066365			Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00		$ 76,000.00					
Emergency - compromise of existing expansion joint						this portion is complete; project is incomplete							
		341,480	^contingency balance--> for Brandes Design-Build										
		10,000	^contingency balance--> for Maxwell Contracting										

Legislation Details (With Text)

File #:	20-215	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/8/2020			**In control:**	City Council
On agenda:	4/22/2020			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Classification Report March 2020.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2020
Agenda Date: April 22, 2020
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO ,CGFM Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending March 2020 (FY20) provide information for the four major funds: General Fund, Water/Sewer Fund, Water/Sewer Capital Projects 2018B Fund and the Storm Water Fund. This March 2020 (FY20) report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the four major funds: General Fund, Water & Sewer and Water Sewer Capital Projects 2018B, and Storm Water. This report shows the current period, the year to date totals, the annual budget and the

unrealized balance.

- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the four major funds: General Fund, Water & Sewer, Water & Sewer Capital Projects 2018B and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.

FY 2020 Budget by Classification Report - Summary Listing

3/31/2020

Target for March 2020 is 50%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 9,684,925		$ 7,167,408	$ 2,517,517	74%
OTHER PERMITS AND FEES	$ 4,566,282		$ 3,068,278	$ 1,498,004	67%
INTERGOVERNMENTAL	$ 2,269,465		$ 1,464,496	$ 804,969	65%
CHARGES FOR SERVICES	$ 12,089,954		$ 5,916,077	$ 6,173,877	49%
FINES AND FORFEITURES	$ 20,930		$ 9,311	$ 11,619	44%
MISCELLANEOUS	$ 1,169,588		$ 560,252	$ 609,336	48%
OTHER SOURCES (NON-REVENUE)	$ 10,632,362		$ 4,179,486	$ 6,452,876	39%
REVENUE TOTALS	**$ 40,433,506**		**$ 22,365,309**	**$ 18,068,197**	**55%**
EXPENSE					
SALARIES AND BENEFITS	$ 24,963,697	$ 2,169	$ 10,763,091	$ 14,198,437	43%
OPERATING EXPENDITURES	$ 11,652,322	$ 3,164,483	$ 4,572,318	$ 3,915,521	66%
CAPITAL OUTLAY	$ 833,510	$ 335,306	$ 215,788	$ 282,416	66%
GRANTS, AIDS AND OTHER	$ 2,983,977	$ -	$ 1,531,925	$ 1,452,052	51%
EXPENSE TOTALS	**$ 40,433,506**	**$ 3,501,958**	**$ 17,083,122**	**$ 19,848,426**	**51%**
REVENUE TOTALS	**$ 40,433,506**	**$ -**	**$ 22,365,309**	**$ 18,068,197**	**55%**
EXPENSE TOTALS	**$ 40,433,506**	**$ 3,501,958**	**$ 17,083,122**	**$ 19,848,426**	**51%**
	$ -	**$ (3,501,958)**	**$ 5,282,187**	**$ (1,780,229)**	

*Unaudited

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	369,343	126,267.83	34	5,108,029	5,590,256.83	109	6,216,058	625,801.17
20 00	DELINQUENT TAXES	0	2.57		0	2,838.18		14,999	12,160.82
25 00	PENALTIES RE: TAXES	0	742.00		0	4,443.88		5,000	556.12
30 00	TAX CERTIFICATES	0	.00		0	.00		200,000	200,000.00
311 **	AD VALOREM	369,343	127,012.40	34	5,108,029	5,597,538.89	110	6,436,057	838,518.11
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	46,916	56,399.44	120	281,496	250,897.29	89	563,001	312,103.71
312 **	SALES USE AND FUEL TAXES	46,916	56,399.44	120	281,496	250,897.29	89	563,001	312,103.71
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	125,000	43,183.04-	35	750,000	680,024.08	91	1,500,000	819,975.92
30 00	WATER-COCOA	29,972	29,041.18	97	179,832	178,841.59	99	359,667	180,825.41
40 00	GAS	1,433	6,530.43	456	8,598	14,634.54	170	17,200	2,565.46
80 00	PROPANE	1,666	2,165.24	130	9,996	10,642.17	107	20,000	9,357.83
314 **	UTILITY SERVICE TAX	158,071	5,446.19-	3	948,426	884,142.38	93	1,896,867	1,012,724.62
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	52,000	53,502.85	103	312,000	308,670.55	99	624,000	315,329.45
315 **	COMMUNICATION SERVICE TAX	52,000	53,502.85	103	312,000	308,670.55	99	624,000	315,329.45
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	13,750	2,839.48	21	82,500	126,158.84	153	165,000	38,841.16
316 **	LOCAL BUSINESS TAX	13,750	2,839.48	21	82,500	126,158.84	153	165,000	38,841.16
310 ***	TAXES	640,080	234,307.98	37	6,732,451	7,167,407.95	107	9,684,925	2,517,517.05
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
00 00	BUILDING PERMITS	19,833	36,160.21	182	118,998	215,856.96	181	238,000	22,143.04
10 00	TRAINING SURCHARGE	66	.00		396	831.78	210	800	31.78-
322 **	BUILDING PERMITS	19,899	36,160.21	182	119,394	216,688.74	182	238,800	22,111.26
323	FRANCHISE FEES								
10 00	ELECTRICITY	109,955	79,030.41-	72	659,730	417,840.45	63	1,319,469	901,628.55
40 00	GAS	2,900	8,443.75	291	17,400	18,457.72	106	34,800	16,342.28
70 00	SOLID WASTE	15,641	16,714.40	107	93,846	99,103.76	106	187,703	88,599.24
323 **	FRANCHISE FEES	128,496	53,872.26-	42	770,976	535,401.93	69	1,541,972	1,006,570.07
325	SPECIAL ASSESSMENT								
12 01	FIRE PROTECTION	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 02	DELINQUENT TAX	0	.00		0	.00		0	.00
12 03	PENALTIES	0	.00		0	.00		0	.00
12 04	TAX CERTIFICATES	0	.00		0	.00		0	.00
12 *	SERVICE	0	.00		0	.00		0	.00
22 01	CHARGES FOR PUBLIC SVCS	200,000	95,317.72	48	2,220,000	2,280,587.84	103	2,620,000	339,412.16
22 02	DELINQUENT TAX	166	7.42	5	996	346.71	35	2,000	1,653.29
22 03	PENALTIES	0	1.22		0	152.51		2,000	1,847.49
22 04	TAX CERTIFICATES	0	.00		0	.00		150,000	150,000.00
22 *	FIRE PROTECTION	200,166	95,326.36	48	2,220,996	2,281,087.06	103	2,774,000	492,912.94
325 **	SPECIAL ASSESSMENT	200,166	95,326.36	48	2,220,996	2,281,087.06	103	2,774,000	492,912.94
329	OTHER PERMITS & FEES								
25 00	PLANNING AND ZONING	833	23,547.50	2827	4,998	33,020.72	661	10,000	23,020.72-
35 00	FIRE INSPECTIONS	125	50.00	40	750	2,080.00	277	1,510	570.00-
329 **	OTHER PERMITS & FEES	958	23,597.50	2463	5,748	35,100.72	611	11,510	23,590.72-
320 ***	OTHER PERMITS & FEES	349,519	101,211.81	29	3,117,114	3,068,278.45	98	4,566,282	1,498,003.55
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
20 01	RES OFFCR - CTY CONTRACT	0	.00		78,000	52,000.00	67	156,000	104,000.00
20 05	DEPT OF JUSTICE GRANTS	0	.00		0	24,879.00		22,166	2,713.00-
20 12	BULLET PROOF GRANT	0	.00		0	2,504.40		10,507	8,002.60
20 15	VICTIMS OF CRIME ACT GRNT	10,574	9,065.24	86	63,444	33,026.86	52	126,896	93,869.14
20 16	INTERNET CRIMES GRANT	833	.00		4,998	.00		10,000	10,000.00
20 17	BODY WORN CAMERA GRANT	0	.00		0	.00		0	.00
20 18	EMS DATA COLLECTION-BEMO	0	.00		0	.00		0	.00
20 *	PUBLIC SAFETY	11,407	9,065.24	80	146,442	112,410.26	77	325,569	213,158.74
39 11	FHA/FDOT LAP441205-1-5801	0	.00		0	.00		0	.00
39 12	USDA/FOREST SVC 26866	0	.00		0	.00		0	.00
39 *	OTHER PHYSCAL ENVIRONMENT	0	.00		0	.00		0	.00
50 01	FEMA DISASTER RELIEF	0	387,593.98		0	477,062.19		0	477,062.19-
50 02	EDA-2018-DISASTER-11.307	0	.00		0	.00		0	.00
50 03	FDEP-RESILIENCY4190120	0	.00		0	.00		0	.00
50 04	EDA-04-69-07348 GRANT	0	.00		0	.00		0	.00
50 *	ECONOMIC ENVIRONMENT	0	387,593.98		0	477,062.19		0	477,062.19-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
70 01		NPS CIVIL RIGHTS GRANT	0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS	11,407	396,659.22	3477	146,442	589,472.45	403	325,569	263,903.45-
333		PAYMENT IN LIEU OF TAXES								
90 00		HOUSING AUTHORITY	0	.00		22,500	.00		45,000	45,000.00
333	**	PAYMENT IN LIEU OF TAXES	0	.00		22,500	.00		45,000	45,000.00
334		STATE GRANT								
50 01		STATE DISASTER REIMBURSE	0	.00		0	4,109.59		0	4,109.59-
50 04		DEO-19-THREATASSESS-P0299	0	.00		0	.00		0	.00
50 *		ECONOMIC ENVIRONMENT	0	.00		0	4,109.59		0	4,109.59-
334	**	STATE GRANT	0	.00		0	4,109.59		0	4,109.59-
335		STATE SHARED REVENUES								
12 00		STATE REVENUE SHARING	43,703	46,054.96	105	262,218	276,329.76	105	524,436	248,106.24
12 20		8TH CNT MUNICIPAL GAS TAX	13,605	13,486.03	99	81,630	80,916.18	99	163,268	82,351.82
12 *		STATE REVENUE SHARING	57,308	59,540.99	104	343,848	357,245.94	104	687,704	330,458.06
14 00		MOBILE HOME LICENSES	1,833	1,134.62	62	10,998	19,801.44	180	22,000	2,198.56
15 00		ALCOHOLIC BEVERAGE	0	1,922.80-		0	1,195.63		21,717	20,521.37
18 00		LOCAL GOVERNMENT 1/2 CENT	92,494	1,203.83	1	554,964	481,580.52	87	1,109,934	628,353.48
21 00		FIREFIGHTER SUPPLEMENTAL	4,000	.00		8,000	4,400.00	55	16,000	11,600.00
41 00		FUEL TAX REFUNDS	0	1,038.50-		12,500	6,690.22	54	25,000	18,309.78
335	**	STATE SHARED REVENUES	155,635	58,918.14	38	930,310	870,913.75	94	1,882,355	1,011,441.25
337		GRANTS FROM LOCAL UNITS								
20 02		BC EMS GRANT 2020 AWARD	2,068	.00		4,136	.00		16,541	16,541.00
337	**	GRANTS FROM LOCAL UNITS	2,068	.00		4,136	.00		16,541	16,541.00
330	***	INTERGOVERNMENTAL REVENUE	169,110	455,577.36	269	1,103,388	1,464,495.79	133	2,269,465	804,969.21
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								
30 00		ADMINISTRATIVE FEES	528,666	528,667.00	100	3,171,996	3,172,002.00	100	6,343,999	3,171,997.00
31 00		ADMIN FEES STORMWATER	14,350	14,350.00	100	86,100	86,100.00	100	172,205	86,105.00
40 00		CERTIFY/COPY/SEARCH	8,000	10,769.36	135	48,000	53,885.26	112	96,000	42,114.74
90 12		PASSPORT EXECUTION FEES	341	1,050.00	308	2,046	2,590.00	127	4,100	1,510.00
341	**	GENERAL GOVERNMENT	551,357	554,836.36	101	3,308,142	3,314,577.26	100	6,616,304	3,301,726.74

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	2,500	.00		15,000	10,243.00	68	30,000	19,757.00
90 00	OTHER PUBLIC SAFETY	0	.00		0	1,000.00		0	1,000.00-
90 01	FALSE ALARM FEES	925	.00		5,550	3,540.00	64	11,100	7,560.00
90 *	OTHER PUBLIC SAFETY	925	.00		5,550	4,540.00	82	11,100	6,560.00
342 **	PUBLIC SAFETY	3,425	.00		20,550	14,783.00	72	41,100	26,317.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	35,792	.00		214,752	163,646.59	76	429,507	265,860.41
37 11	ROCKLEDGE	22,610	24,087.60	107	135,660	144,292.81	106	271,325	127,032.19
37 12	SUN LAKE	298	318.06	107	1,788	1,907.28	107	3,578	1,670.72
37 13	CLNY PK-M.I.UTIL CO.	160	158.46	99	960	957.02	100	1,929	971.98
37 16	COCOA BEACH	9,337	9,375.01	100	56,022	56,410.99	101	112,044	55,633.01
37 17	CAPE CANAVERAL	7,707	7,739.77	100	46,242	46,515.47	101	92,491	45,975.53
37 18	TITUSVILLE	336	349.98	104	2,016	2,112.90	105	4,032	1,919.10
37 *	WATER BILLING SERVICES	76,240	42,028.88	55	457,440	415,843.06	91	914,906	499,062.94
39 01	SERVICE CHARGES	30,827	63,759.22	207	184,962	259,028.75	140	369,924	110,895.25
39 03	ADMIN CHARGES	31,675	35,420.00	112	190,050	195,810.00	103	380,100	184,290.00
39 04	PENALTIES	70,572	32,876.07	47	423,432	378,290.48	89	846,873	468,582.52
39 05	NSF CHECKS	2,714	2,250.00	83	16,284	17,986.76	111	32,575	14,588.24
39 *	WATER OTHER INCOME	135,788	134,305.29	99	814,728	851,115.99	105	1,629,472	778,356.01
41 10	SOLID WASTE	164,908	164,478.86	100	989,448	977,091.96	99	1,978,903	1,001,811.04
41 20	RECYCLING REVENUE	18,065	18,844.25	104	108,390	110,555.79	102	216,789	106,233.21
41 30	GREEN WASTE	15,449	16,154.60	105	92,694	94,809.65	102	185,394	90,584.35
41 *	GARBAGE COLLECTION	198,422	199,477.71	101	1,190,532	1,182,457.40	99	2,381,086	1,198,628.60
45 10	BILLING FEE - WASTE MGMT	8,240	8,764.48	106	49,440	43,604.02	88	98,882	55,277.98
45 20	SALE-RECYCLEABLE MTRL	41	.00		246	.00		500	500.00
45 *	GARBAGE-OTHER REVENUE	8,281	8,764.48	106	49,686	43,604.02	88	99,382	55,777.98
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	FDOT MEDIAN MAINT	1,044	.00		29,300	13,084.00	45	61,733	48,649.00
90 02	ADOPT A MEDIAN PROGRAM	0	.00		0	.00		0	.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	108,023	.00		108,023	.00		216,046	216,046.00
90 *	OTHER PHYSICAL ENVIRON	109,067	.00		137,323	13,084.00	10	277,779	264,695.00
343 **	PHYSICAL ENVIRONMENT	527,798	384,576.36	73	2,649,709	2,506,104.47	95	5,302,625	2,796,520.53

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
347	CULTURE/RECREATION								
39 10	PORCHER HOUSE - REVENUES	3,333	1,485.79	45	19,998	23,632.35	118	40,000	16,367.65
39 11	TENANT MAINTENANCE FEES	100	.00		600	575.76	96	1,200	624.24
39 20	COCOA CIVIC CENTER	3,333	1,709.09	51	19,998	24,282.38	121	40,000	15,717.62
39 30	RIVERFRONT PARK	1,666	815.00	49	9,996	17,173.89	172	20,000	2,826.11
39 *	OTHER CULTURAL SERVICES	8,432	4,009.88	48	50,592	65,664.38	130	101,200	35,535.62
40 01	COCOA VILLAGE 10% GROSS	0	.00		0	.00		0	.00
40 05	SPECIAL EVENT PERMITS	1,250	100.00	8	7,500	3,385.00	45	15,000	11,615.00
40 *	SPECIAL EVENTS	1,250	100.00	8	7,500	3,385.00	45	15,000	11,615.00
50 10	EVENT FEES	605	248.82	41	3,630	4,212.97	116	7,267	3,054.03
50 30	ADVERTISING/SPONSORSHIPS	538	1,500.00	279	3,228	7,350.00	228	6,458	892.00-
50 *	SPECIAL REC FACILITIES	1,143	1,748.82	153	6,858	11,562.97	169	13,725	2,162.03
347 **	CULTURE/RECREATION	10,825	5,858.70	54	64,950	80,612.35	124	129,925	49,312.65
340 ***	CHARGES FOR SERVICES	1,093,405	945,271.42	87	6,043,351	5,916,077.08	98	12,089,954	6,173,876.92
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
90 00	OTHER	1,744	2,208.91	127	10,464	9,311.40	89	20,930	11,618.60
351 **	JUDGMENTS AND FINES	1,744	2,208.91	127	10,464	9,311.40	89	20,930	11,618.60
350 ***	FINES AND FORFEITURES	1,744	2,208.91	127	10,464	9,311.40	89	20,930	11,618.60
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	7,083	7,049.64	100	42,498	43,964.29	104	85,000	41,035.71
10 02	INVESTMENT INTEREST	0	1,156.80		0	8,610.21		0	8,610.21-
10 *	INTEREST	7,083	8,206.44	116	42,498	52,574.50	124	85,000	32,425.50
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC FMV INVEST	0	.00		0	.00		0	.00
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	7,083	8,206.44	116	42,498	52,574.50	124	85,000	32,425.50

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	10,490	6,083.32	58	62,940	92,023.46	146	125,886	33,862.54
362 **	RENT AND ROYALTIES	10,490	6,083.32	58	62,940	92,023.46	146	125,886	33,862.54
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
10 00	GAIN/(LOSS)	0	10,180.48		0	14,479.23		0	14,479.23-
20 00	INTERFUND LOANS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	10,180.48		0	14,479.23		0	14,479.23-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	0	322.38		0	5,945.74		0	5,945.74-
365 **	SALE SURPLUS MTRLS &SCRAP	0	322.38		0	5,945.74		0	5,945.74-
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	198,000	.00		299,355	60,000.00	20	420,985	360,985.00
10 10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10 14	REPLACEMENT TREES	0	.00		0	.00		0	.00
10 20	TOY DRIVE	0	.00		0	.00		0	.00
10 *	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	198,000	.00		299,355	60,000.00	20	420,985	360,985.00
368	PENSION CONTRIBUTIONS								
00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21 00	POLICE STATE CONTRIBUTION	0	.00		0	.00		171,608	171,608.00
22 00	FIRE STATE CONTRIBUTION	0	.00		0	.00		109,865	109,865.00
368 **	PENSION CONTRIBUTIONS	0	.00		0	.00		281,473	281,473.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	6,250	2,269.81	36	37,500	69,937.59	187	75,000	5,062.41
90 02	POLICE SECURITY SERVICES	3,895	1,360.00	35	23,370	30,115.00	129	46,744	16,629.00
90 03	CODE ENF ABATE/DEMO REV	6,250	11,432.68	183	37,500	138,627.71	370	75,000	63,627.71-
90 04	MISC. POLICE REVENUES	83	12.00	15	498	2,419.18	486	1,000	1,419.18-
90 05	INVESTIGATIVE COSTS REIM	4,250	10,538.21	248	25,500	34,950.59	137	51,000	16,049.41
90 07	FLORIDA HARDEST HIT	0	.00		0	.00		0	.00
90 09	PROPERTY REGISTRATION	625	4,000.00	640	3,750	7,500.00	200	7,500	.00
90 *	OTHER MISC REVENUES	21,353	29,612.70	139	128,118	283,550.07	221	256,244	27,306.07-
96 00	INSURANCE REFUND/PROCEEDS	0	8,681.00		0	51,679.37		0	51,679.37-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
369		OTHER MISC REVENUES								
369	**	OTHER MISC REVENUES	21,353	38,293.70	179	128,118	335,229.44	262	256,244	78,985.44-
360	***	MISCELLANEOUS REVENUES	236,926	63,086.32	27	532,911	560,252.37	105	1,169,588	609,335.63
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
	91 03	CDBG (103)	0	.00		0	.00		0	.00
	91 10	TRF FROM COCOA CRA (110)	21,438	12,500.00	58	128,628	75,000.00	58	257,258	182,258.00
	91 11	TRF FROM DIAMOND SQ (111)	0	.00		0	.00		0	.00
	91 12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
	91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
	91 23	STORMWATER (423)	0	.00		0	.00		0	.00
	91 25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
	91 30	CAP PROJECT FUND (301)	0	.00		0	.00		0	.00
	91 41	TRF FROM CONFISCATED(141)	0	.00		0	.00		0	.00
	91 *	TRANSFER FROM	21,438	12,500.00	58	128,628	75,000.00	58	257,258	182,258.00
381	**	INTERFUND TRANSFER	21,438	12,500.00	58	128,628	75,000.00	58	257,258	182,258.00
382		CONTRIBUTIONS ENTERPRISE								
	40 00	CONTRIBUTIONS	574,918	574,919.00	100	3,449,508	3,449,514.00	100	6,899,025	3,449,511.00
	40 01	6% PILOFF	109,162	109,162.00	100	654,972	654,972.00	100	1,309,948	654,976.00
	40 *	CONTRIBUTIONS	684,080	684,081.00	100	4,104,480	4,104,486.00	100	8,208,973	4,104,487.00
382	**	CONTRIBUTIONS ENTERPRISE	684,080	684,081.00	100	4,104,480	4,104,486.00	100	8,208,973	4,104,487.00
383		INSTLMT PURCH/CAP LEASE								
	10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384		DEBT PROCEEDS								
	00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384	**	DEBT PROCEEDS	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
	90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
	99 10	CASH CARRY FORWARD	528	.00		3,168	.00		6,339	6,339.00
	99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
	99 50	FUND BAL-APPROP. RESERVES	182,204	.00		1,066,563	.00		2,159,792	2,159,792.00
	99 *	BALANCE FORWARD	182,732	.00		1,069,731	.00		2,166,131	2,166,131.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
389		NON OPERATING SOURCES								
389	**	NON OPERATING SOURCES	182,732	.00		1,069,731	.00		2,166,131	2,166,131.00
380	***	OTHER SOURCES(NON-REV)	888,250	696,581.00	78	5,302,839	4,179,486.00	79	10,632,362	6,452,876.00
FUND TOTAL GENERAL FUND			3,379,034	2,498,244.80	74	22,842,518	22,365,309.04	98	40,433,506	18,068,196.96

REPORT SELECTIONS

Fiscal year . . . . . : 2020
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 001 GENERAL FUND ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2648	2550.00	96	15888	15300.00	96	.00	31777	16477.00	48
11 **	EXECUTIVE SALARIES	2648	2550.00	96	15888	15300.00	96	.00	31777	16477.00	48
12-00	REGULAR SALARIES & WAGES	1073989	937449.21	87	6473529	5550486.21	86	.00	12917579	7367092.79	43
12-06	SALARIES/CONTRACTUAL	2083	.00	0	12498	5740.00	46	.00	25000	19260.00	23
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	2874	138199.06	4809	17244	228277.03	1324	.00	34507	193770.03-	662
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1078946	1075648.27	100	6503271	5784503.24	89	.00	12977086	7192582.76	45
13-00	OTHER SALARIES & WAGES	68721	59334.53	86	412326	344692.78	84	.00	824717	480024.22	42
13 **	OTHER SALARIES & WAGES	68721	59334.53	86	412326	344692.78	84	.00	824717	480024.22	42
14-00	OVERTIME	37558	47706.86	127	194085	229605.65	118	.00	419503	189897.35	55
14-01	COMP TIME	583	.00	0	3498	.00	0	.00	7000	7000.00	0
14 **	OVERTIME	38141	47706.86	125	197583	229605.65	116	.00	426503	196897.35	54
15-00	SPECIAL PAY	28149	28185.42	100	168894	178431.47	106	.00	337800	159368.53	53
15 **	SPECIAL PAY	28149	28185.42	100	168894	178431.47	106	.00	337800	159368.53	53
20-00	CLOTHING/SHOE ALLOWANCE	1826	3120.00	171	10956	10602.50	97	.00	21940	11337.50	48
20 **	CLOTHING/SHOE ALLOWANCE	1826	3120.00	171	10956	10602.50	97	.00	21940	11337.50	48
21-00	FICA TAXES	90247	84115.38	93	541482	479933.24	89	.00	1083089	603155.76	44
21 **	FICA TAXES	90247	84115.38	93	541482	479933.24	89	.00	1083089	603155.76	44
22-00	RETIREMENT CONTRIBUTIONS	85170	67083.25	79	511020	364093.50	71	.00	1022127	658033.50	36
22-01	FIREFIGHTERS	201650	171545.78	85	1209900	1086621.45	90	.00	2419822	1333200.55	45
22-02	STATE CONTRIBUTIONS	19177	.00	0	166382	.00	0	.00	281473	281473.00	0
22-03	ICMA - CITY MANAGER	1234	10952.46	888	7404	14946.98	202	.00	14814	132.98-	101
22 **	RETIREMENT CONTRIBUTIONS	307231	249581.49	81	1894706	1465661.93	77	.00	3738236	2272574.07	39

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-00	LIFE/HEALTH INSURANCE	12813	23629.15	184	224148	156501.74	70	.00	301161	144659.26	52
23-02	LIFE/HEALTH GF RETIREES	49090	80992.37	165	147270	237932.15	162	2169.00	441812	201710.85	54
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	319585	253773.20	79	1917510	1440401.58	75	.00	3835173	2394771.42	38
23 **	LIFE/HEALTH INSURANCE	381488	358394.72	94	2288928	1834835.47	80	2169.00	4578146	2741141.53	40
24-00	WORKER'S COMPENSATION	57050	49900.05	88	342300	309247.37	90	.00	684723	375475.63	45
24 **	WORKER'S COMPENSATION	57050	49900.05	88	342300	309247.37	90	.00	684723	375475.63	45
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	2496	275.00	11	.00	5000	4725.00	6
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	2496	275.00	11	.00	5000	4725.00	6
27-00	BENEFIT OFFSET	21223	19420.00	92	127338	110002.50	86	.00	254680	144677.50	43
27 **	BENEFIT OFFSET	21223	19420.00	92	127338	110002.50	86	.00	254680	144677.50	43
31-00	PROFESSIONAL SERVICES	67818	20435.24	30	381836	137495.33	36	170782.23	788795	480517.44	39
31-01	LEGAL EXPENSES	38414	28999.38	76	230484	163199.63	71	257413.37	460973	40360.00	91
31-02	MEDICAL SERVICES	3812	2149.76	56	22872	25713.75	112	15716.27	45755	4324.98	91
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1125	.00	0	6750	13500.00	200	.00	13500	.00	100
31-06	EDA-04-69-07348 GRANT	5364	.00	0	26820	.00	0	59000.00	59000	.00	100
31-11	USDA MANAGE FOREST GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-33	EMPLOYEE HEALTH CENTER	15710	16925.82	108	94260	79314.83	84	109212.67	188528	.50	100
31 **	PROFESSIONAL SERVICES	132243	68510.20	52	763022	419223.54	55	612124.54	1556551	525202.92	66
32-00	ACCOUNTING & AUDITING	7777	37500.00	482	33330	50000.00	150	30000.00	80000	.00	100
32 **	ACCOUNTING & AUDITING	7777	37500.00	482	33330	50000.00	150	30000.00	80000	.00	100
34-00	CONTRACT SERVICES	85894	86215.98	100	497450	473599.22	95	421834.50	1012877	117443.28	88
34-02	FDEP-RESILIENCY4190120	0	.00	0	0	.00	0	.00	0	.00	0
34-03	CUSTOMER SERVICE CONTRACT	158333	165766.90	105	949998	822690.31	87	.00	1900000	1077309.69	43

FUND 001 GENERAL FUND ELE OBJ ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
34-07 JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09 MOWING CONTRACTS	13294	11365.00	86	74632	65010.00	87	71370.00	154397	18017.00	88
34-10 COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 ** CONTRACT SERVICES	257521	263347.88	102	1522080	1361299.53	89	493204.50	3067274	1212769.97	61
39-00 CONTINGENCY	7567	.00	0	75821	.00	0	.00	121221	121221.00	0
39-01 EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10 RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-15 WAGE AND SALARY	4447	.00	0	17788	.00	0	.00	0	.00	0
39-20 FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 ** CONTINGENCY	12014	.00	0	93609	.00	0	.00	121221	121221.00	0
40-00 TRAVEL & PER DIEM	6388	1788.19	28	38352	19274.67	50	.00	76776	57501.33	25
40-01 CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 ** TRAVEL & PER DIEM	6388	1788.19	28	38352	19274.67	50	.00	76776	57501.33	25
41-00 COMMUNICATION	14432	16525.30	115	86323	75039.95	87	74433.16	172941	23467.89	86
41 ** COMMUNICATION	14432	16525.30	115	86323	75039.95	87	74433.16	172941	23467.89	86
42-00 POSTAGE & FREIGHT	35318	1829.31	5	215145	136893.63	64	266121.32	430565	27550.05	94
42 ** POSTAGE & FREIGHT	35318	1829.31	5	215145	136893.63	64	266121.32	430565	27550.05	94
43-00 ELECTRIC/WATER/SEWER	60056	50868.15	85	360336	254528.84	71	414055.48	720704	52119.68	93
43 ** ELECTRIC/WATER/SEWER	60056	50868.15	85	360336	254528.84	71	414055.48	720704	52119.68	93
44-00 RENTALS AND LEASES	11572	3973.97	34	69432	80177.98	116	30777.07	138911	27955.95	80
44 ** RENTALS AND LEASES	11572	3973.97	34	69432	80177.98	116	30777.07	138911	27955.95	80
45-00 INSURANCE	40990	119143.99	291	245940	366855.00	149	.00	491918	125063.00	75
45 ** INSURANCE	40990	119143.99	291	245940	366855.00	149	.00	491918	125063.00	75
46-00 REPAIRS & MAINTENANCE	143397	43689.31	31	900936	523660.28	58	668694.90	1761397	569041.82	68
46-02 REPAIR/MAINT BUILDING	22037	13151.26	60	132222	54734.82	41	55181.42	264450	154533.76	42

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-03	REPAIR/MAINT-VEHICLES	20997	39967.46	190	126102	131244.05	104	6250.83-	252153	127159.78	50
46-05	HYDRANT FEES	17739	18330.12	103	106434	109980.72	103	.00	212871	102890.28	52
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	204170	115138.15	56	1265694	819619.87	65	717625.49	2490871	953625.64	62
47-00	PRINTING & BINDING	12213	1572.66	13	84277	45553.29	54	99873.15	168275	22848.56	86
47 **	PRINTING & BINDING	12213	1572.66	13	84277	45553.29	54	99873.15	168275	22848.56	86
48-00	PROMOTIONAL ACTIVITIES	3229	3403.17	105	24274	20318.49	84	.00	43675	23356.51	47
48-11	BUSINESS ASSIST. PROGRAM	1666	.00	0	9996	.00	0	.00	20000	20000.00	0
48 **	PROMOTIONAL ACTIVITIES	4895	3403.17	70	34270	20318.49	59	.00	63675	43356.51	32
49-00	OTHER CHARGES & OBLIG.	24752	17329.96	70	137137	131471.41	96	130396.65	285714	23845.94	92
49-02	ADVERTISING	236	.00	0	1416	177.91	13	142.00	2850	2530.09	11
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0
49-06	BROWNFIELD PROG CITY COST	1250	.00	0	7500	5439.35	73	9857.66	15000	297.01-	102
49-07	BAD DEBT EXPENSE	0	5897.09-	0	0	23577.71-	0	.00	0	23577.71	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1666	.00	0	9996	10000.00	100	.00	20000	10000.00	50
49 **	OTHER CHARGES & OBLIG.	27904	11432.87	41	156049	123510.96	79	140396.31	323564	59656.73	82
51-00	OFFICE SUPPLIES	3935	770.34	20	23709	12593.44	53	.00	47408	34814.56	27
51 **	OFFICE SUPPLIES	3935	770.34	20	23709	12593.44	53	.00	47408	34814.56	27
52-00	OPERATING SUPPLIES	60408	67258.69	111	358389	446744.32	125	99990.98	720943	174207.70	76
52-02	UNIFORMS	1988	18083.86	910	11428	19559.16	171	2470.61	23365	1335.23	94
52-05	EMS 1st RESP-CONSUM SUPP	3137	4839.37	154	19091	15524.71	81	8283.65	37920	14111.64	63
52-07	JANITORIAL SUPPLIES	2396	1743.13	73	14376	11325.00	79	.00	28771	17446.00	39

FUND 001 GENERAL FUND ELE OBJ ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
52-10 HEATING FUEL	251	205.76	82	1506	1230.60	82	1781.40	3012	.00	100
52-11 JAG GRANT	1958	.00	0	11408	23152.08	203	.00	23153	.92	100
52-12 BULLETPROOF VEST GRANT	2415	5066.04	210	11412	8518.28	75	17377.72	25896	.00	100
52-13 VOCA GRANT	325	.00	0	975	2164.07	222	.00	2926	761.93	74
52-30 FUEL, OIL, & LUBRICANTS	20912	.00	0	125472	68600.36	55	.00	251034	182433.64	27
52-33 EMPLOYEE HEALTH CENTER	7980	6119.14	77	47880	32547.49	68	63212.51	95760	.00	100
52 ** OPERATING SUPPLIES	101770	103315.99	102	601937	629366.07	105	193116.87	1212780	390297.06	68
53-00 ROAD MATERIALS/SUPPLIES	1250	126.42	10	7500	8592.11	115	2307.89	15000	4100.00	73
53 ** ROAD MATERIALS/SUPPLIES	1250	126.42	10	7500	8592.11	115	2307.89	15000	4100.00	73
54-00 MEMBERSHIP/PUBLICATIONS	3615	1048.00	29	21582	24488.78	114	.00	43405	18916.22	56
54 ** MEMBERSHIP/PUBLICATIONS	3615	1048.00	29	21582	24488.78	114	.00	43405	18916.22	56
55-00 TRAINING	10235	3649.00	36	63066	30310.15	48	500.00	124589	93778.85	25
55-01 EDA PROGRAM	833	.00	0	4998	234.00	5	.00	10000	9766.00	2
55 ** TRAINING	11068	3649.00	33	68064	30544.15	45	500.00	134589	103544.85	23
56-15 IT-RELATED OPERATING EXP	22591	8064.53	36	146390	94437.93	65	76082.05	282029	111509.02	61
56-16 EMS DATA COLLECTION-BEMO	1155	.00	0	6930	.00	0	13865.00	13865	.00	100
56 ** TECHNOLOGY SYSTEMS	23746	8064.53	34	153320	94437.93	62	89947.05	295894	111509.02	62
58-97 LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98 EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99 OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 ** WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00 DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 ** DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00 LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 ** LAND	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	5182	.00	0	30910	2000.00	7	.00	62000	60000.00	3
63-04	FDOT LAP 2020-SIDEWALKS	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	5182	.00	0	30910	2000.00	7	.00	62000	60000.00	3
64-00	MACHINERY AND EQUIPMENT	53726	7798.32	15	299041	166595.95	56	335305.67	621440	119538.38	81
64-01	BC EMS GRANT 2020 AWARD	2068	16540.57	800	4136	16540.57	400	.00	16541	.43	100
64-15	IT HARDWARE	11334	3250.00	29	65513	30651.10	47	.00	133529	102877.90	23
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	67128	27588.89	41	368690	213787.62	58	335305.67	771510	222416.71	71
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	90424	.00	0	542544	1085094.00	200	.00	1085094	.00	100
81 **	AIDS TO GOVT AGENCY	90424	.00	0	542544	1085094.00	200	.00	1085094	.00	100
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID PRIVATE ORGANIZATION	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	7975	.00	0	47850	.00	0	.00	95700	95700.00	0

FUND 001 GENERAL FUND ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
83 **	OTHER GRANTS AND AIDS	7975	.00	0	47850	.00	0	.00	95700	95700.00	0
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-08	SEC 108 LOAN GUARANTEE	1994	.00	0	7976	.00	0	.00	19937	19937.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	325410	298080.51	92	469123	446830.51	95	.00	1783246	1336415.49	25
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-32	CP 302 RVRFRNT/LEEWNR PK	0	.00	0	0	.00	0	.00	0	.00	0
91-33	CP 303 FISKE BV CMPLT STR	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	327404	298080.51	91	477099	446830.51	94	.00	1803183	1356352.49	25
FUND 001	TOTAL *********										
	GENERAL FUND	3547076	3115634.24	88	19817232	17083121.51	86	3501957.50	40433506	19848426.99	51
GRAND	TOTAL *********										
		3547076	3115634.24	88	19817232	17083121.51	86	3501957.50	40433506	19848426.99	51

FY 2020 Budget by Classification Report - Summary Listing

3/31/2020

Target for March 2020 is 50%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 2,264,715		$ 3,427,040	$ (1,162,325)	151%
CHARGES FOR SERVICES	$ 63,076,683		$ 32,024,668	$ 31,052,015	51%
MISCELLANEOUS	$ 146,300		$ 29,436	$ 116,864	20%
OTHER SOURCES (NON-REVENUE)	$ 1,529,480		$ 902,753	$ 626,727	59%
REVENUE TOTALS	**$ 67,017,178**	**-**	**$ 36,383,897**	**$ 30,633,281**	**54%**
EXPENSE					
SALARIES AND BENEFITS	$ 16,205,101	$ -	$ 6,646,704	$ 9,558,397	41%
OPERATING EXPENDITURES	$ 27,270,108	$ 7,254,338	$ 10,171,062	$ 9,844,708	64%
CAPITAL OUTLAY	$ 5,569,846	$ 1,741,883	$ 1,275,086	$ 2,552,877	54%
GRANTS, AIDS AND OTHER	$ 17,972,123	$ -	$ 9,644,168	$ 8,327,955	54%
EXPENSE TOTALS	**$ 67,017,178**	**$ 8,996,221**	**$ 27,737,020**	**$ 30,283,937**	55%
REVENUE TOTALS	**$ 67,017,178**	**$ -**	**$ 36,383,897**	**$ 30,633,281**	**54%**
EXPENSE TOTALS	**$ 67,017,178**	**$ 8,996,221**	**$ 27,737,020**	**$ 30,283,937**	**55%**
	$ -	**$ (8,996,221)**	**$ 8,646,877**	**$ 349,344**	

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	87,175	613,140.00	703	523,050	2,280,415.00	436	1,046,102	1,234,313.00-
03 11	WATER - COMMERCIAL	90,733	983,500.00	1084	544,398	994,000.00	183	1,088,801	94,801.00
03 20	SEWER - RESIDENTIAL	973	38,750.00	3983	5,838	147,000.00	2518	11,684	135,316.00-
03 21	SEWER - COMMERCIAL	9,844	.00		59,064	5,625.00	10	118,128	112,503.00
03 *	IMPACT FEES	188,725	1,635,390.00	867	1,132,350	3,427,040.00	303	2,264,715	1,162,325.00-
324 **	IMPACT FEES	188,725	1,635,390.00	867	1,132,350	3,427,040.00	303	2,264,715	1,162,325.00-
320 ***	OTHER PERMITS & FEES	188,725	1,635,390.00	867	1,132,350	3,427,040.00	303	2,264,715	1,162,325.00-
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
50 01	FEMA DISASTER RELIEF	0	.00		0	12,922.38		0	12,922.38-
331 **	FEDERAL GRANTS	0	.00		0	12,922.38		0	12,922.38-
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	.00		0	.00
334 **	STATE GRANT	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	12,922.38		0	12,922.38-
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	4,484,834	4,394,190.48	98	26,909,004	26,692,658.49	99	53,818,010	27,125,351.51
33 00	WATER CONNECTION FEE	20,000	87,871.72	439	120,000	348,908.51	291	240,000	108,908.51-
33 02	WATER CONNECT - GRISSOM	0	.00		0	.00		0	.00
33 *	WATER CONNECTION FEE	20,000	87,871.72	439	120,000	348,908.51	291	240,000	108,908.51-
36 00	WATER HYDRANT FEES	237,354	290,399.44	122	1,424,124	1,745,401.34	123	2,848,254	1,102,852.66
39 00	WATER OTHER INCOME	0	.00		0	.00		0	.00
39 06	HYDRANT RESID FLOW TEST	133	800.00	602	798	5,600.00	702	1,600	4,000.00-
39 07	BACKFLOW DEVICE TEST	12,083	16,992.87	141	72,498	100,244.62	138	145,000	44,755.38
39 08	JUMPER METERS	58	50.00	86	348	650.00	187	700	50.00
39 09	PLAN REVIEW/CONST INSPECT	1,000	3,000.00	300	6,000	12,500.00	208	12,000	500.00-
39 10	BACKFLOW PRV/RLCT TEMP	41	255.42	623	246	882.52	359	500	382.52-
39 *	WATER OTHER INCOME	13,315	21,098.29	159	79,890	119,877.14	150	159,800	39,922.86

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
51 00	SEWER SALES	468,746	478,871.73	102	2,812,476	2,921,017.39	104	5,624,961	2,703,943.61
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	468,746	478,871.73	102	2,812,476	2,921,017.39	104	5,624,961	2,703,943.61
59 01	GREASE TRAP PERMITS	516	723.64	140	3,096	4,246.29	137	6,200	1,953.71
60 00	REUSE WATER SALES	31,038	30,237.10	97	186,228	187,129.39	101	372,458	185,328.61
60 01	REUSE WATER INSTALLATION	583	1,404.49	241	3,498	5,429.52	155	7,000	1,570.48
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER SALES	31,621	31,641.59	100	189,726	192,558.91	102	379,458	186,899.09
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	5,256,386	5,304,796.89	101	31,538,316	32,024,668.07	102	63,076,683	31,052,014.93
340 ***	CHARGES FOR SERVICES	5,256,386	5,304,796.89	101	31,538,316	32,024,668.07	102	63,076,683	31,052,014.93
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	6,666	6,730.53	101	39,996	28,346.36	71	80,000	51,653.64
10 02	INVESTMENT INTEREST	0	140.24		0	41,114.69-		0	41,114.69
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	6,666	6,870.77	103	39,996	12,768.33-	32	80,000	92,768.33
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC FMV INVEST	0	.00		0	.00		0	.00
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	731.19		0	731.19-
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	520.72-		0	520.72
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	210.47		0	210.47-
361 **	INTEREST & OTHER EARNINGS	6,666	6,870.77	103	39,996	12,557.86-	31	80,000	92,557.86
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	108	.00		648	1,300.00	201	1,300	.00
362 **	RENT AND ROYALTIES	108	.00		648	1,300.00	201	1,300	.00
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	1,250	.00		7,500	.00		15,000	15,000.00
10 00	GAIN/(LOSS)	0	.00		0	13,029.39		0	13,029.39-
364 **	DISPOSITION FIXED ASSETS	1,250	.00		7,500	13,029.39	174	15,000	1,970.61

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
364	DISPOSITION FIXED ASSETS								
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	833	69.75	8	4,998	2,303.46	46	10,000	7,696.54
365 **	SALE SURPLUS MTRLS &SCRAP	833	69.75	8	4,998	2,303.46	46	10,000	7,696.54
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	3,333	7,712.50	231	19,998	8,550.82	43	40,000	31,449.18
90 06	SETTLEMENTS	0	.00		0	3,887.59		0	3,887.59-
90 *	OTHER MISC REVENUES	3,333	7,712.50	231	19,998	12,438.41	62	40,000	27,561.59
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	3,333	7,712.50	231	19,998	12,438.41	62	40,000	27,561.59
360 ***	MISCELLANEOUS REVENUES	12,190	14,653.02	120	73,140	16,513.40	23	146,300	129,786.60
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
91 26	WS CPTL PROJ 2018B (426)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
81 00	CONTRIBUTION LIFT STATION	0	44,950.00		0	167,325.00		0	167,325.00-
82 00	CONTRIBUTION S MAINLAND	0	3,107.93		0	268,295.06		0	268,295.06-
83 00	CONTRIBUTION VIERA	0	210,773.95		0	467,133.29		0	467,133.29-
83 01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83 *	CONTRIBUTION VIERA	0	210,773.95		0	467,133.29		0	467,133.29-
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	149,942	.00		629,829	.00		1,529,480	1,529,480.00
99 *	BALANCE FORWARD	149,942	.00		629,829	.00		1,529,480	1,529,480.00

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
389		NON OPERATING SOURCES								
389	**	NON OPERATING SOURCES	149,942	258,831.88	173	629,829	902,753.35	143	1,529,480	626,726.65
380	***	OTHER SOURCES(NON-REV)	149,942	258,831.88	173	629,829	902,753.35	143	1,529,480	626,726.65
FUND TOTAL WATER/SEWER FUND			5,607,243	7,213,671.79	129	33,373,635	36,383,897.20	109	67,017,178	30,633,280.80

REPORT SELECTIONS

Fiscal year . . . . . : 2020
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	773200	559063.60	72	4639200	3479956.26	75	.00	9278436	5798479.74	38
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	1267	1870.84	148	7602	48063.53	632	.00	15208	32855.53-	316
12 **	REGULAR SALARIES & WAGES	774467	560934.44	72	4646802	3528019.79	76	.00	9293644	5765624.21	38
13-00	OTHER SALARIES & WAGES	43826	51526.60	118	262956	339261.95	129	.00	525937	186675.05	65
13 **	OTHER SALARIES & WAGES	43826	51526.60	118	262956	339261.95	129	.00	525937	186675.05	65
14-00	OVERTIME	43446	35207.21	81	260676	290335.19	111	.00	521393	231057.81	56
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	43446	35207.21	81	260676	290335.19	111	.00	521393	231057.81	56
15-00	SPECIAL PAY	175	175.00	100	1050	1050.00	100	.00	2100	1050.00	50
15 **	SPECIAL PAY	175	175.00	100	1050	1050.00	100	.00	2100	1050.00	50
20-00	CLOTHING/SHOE ALLOWANCE	1616	.00	0	9696	17775.00	183	.00	19420	1645.00	92
20 **	CLOTHING/SHOE ALLOWANCE	1616	.00	0	9696	17775.00	183	.00	19420	1645.00	92
21-00	FICA TAXES	64428	48462.35	75	386568	311814.86	81	.00	773178	461363.14	40
21 **	FICA TAXES	64428	48462.35	75	386568	311814.86	81	.00	773178	461363.14	40
22-00	RETIREMENT CONTRIBUTIONS	95194	61299.08	64	571164	731350.76	128	.00	1142362	411011.24	64
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	95194	61299.08	64	571164	731350.76	128	.00	1142362	411011.24	64
23-00	LIFE/HEALTH INSURANCE	19029	17039.51	90	114174	102836.71	90	.00	228372	125535.29	45
23-02	LIFE/HEALTH RETIREES	14932	28011.66	188	89592	85043.86	95	.00	179186	94142.14	48
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	236006	164717.03	70	1416036	943478.33	67	.00	2832109	1888630.67	33
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	269967	209768.20	78	1619802	1131358.90	70	.00	3239667	2108308.10	35
24-00	WORKER'S COMPENSATION	44039	36721.24	83	264234	232837.26	88	.00	528500	295662.74	44

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
24 **	WORKER'S COMPENSATION	44039	36721.24	83	264234	232837.26	88	.00	528500	295662.74	44
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	2496	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	2496	.00	0	.00	5000	5000.00	0
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	12825	10600.00	83	76950	62900.00	82	.00	153900	91000.00	41
27 **	BENEFIT OFFSET	12825	10600.00	83	76950	62900.00	82	.00	153900	91000.00	41
31-00	PROFESSIONAL SERVICES	60475	10604.50	18	255256	48572.30	19	333411.02	618130	236146.68	62
31-01	LEGAL EXPENSES	6666	.00	0	39996	1439.90	4	48560.10	80000	30000.00	63
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	92786	71806.87	77	329200	102869.30	31	323341.24	885927	459716.46	48
31-33	EMPLOYEE HEALTH CENTER	11300	12174.72	108	67800	57051.05	84	78556.45	135608	.50	100
31 **	PROFESSIONAL SERVICES	171227	94586.09	55	692252	209932.55	30	783868.81	1719665	725863.64	58
32-00	ACCOUNTING & AUDITING	1111-	7500.00-	675	6666	.00	0	.00	0	.00	0
32 **	ACCOUNTING & AUDITING	1111-	7500.00-	675	6666	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	101441	13377.44	13	691694	92539.89	13	154713.45	1300358	1053104.66	19
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	528666	528667.00	100	3171996	3172002.00	100	.00	6343999	3171997.00	50
34 **	CONTRACT SERVICES	630107	542044.44	86	3863690	3264541.89	85	154713.45	7644357	4225101.66	45
39-00	CONTINGENCY	50656	.00	0	468468	.00	0	.00	772411	772411.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	50656	.00	0	468468	.00	0	.00	772411	772411.00	0
40-00	TRAVEL AND PER DIEM	1926	100.12	5	11556	933.47	8	.00	23138	22204.53	4
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	1926	100.12	5	11556	933.47	8	.00	23138	22204.53	4
41-00	COMMUNICATION	10949	15676.40	143	65694	65745.14	100	61846.78	131409	3817.08	97
41 **	COMMUNICATION	10949	15676.40	143	65694	65745.14	100	61846.78	131409	3817.08	97
42-00	FREIGHT & POSTAGE SERVICE	2024	90.43	5	11638	4904.30	42	500.00	23820	18415.70	23
42 **	FREIGHT & POSTAGE SERVICE	2024	90.43	5	11638	4904.30	42	500.00	23820	18415.70	23
43-00	ELECTRIC/WATER/SEWER	202256	138105.26	68	1213536	672027.26	55	1739425.88	2427087	15633.86	99
43 **	ELECTRIC/WATER/SEWER	202256	138105.26	68	1213536	672027.26	55	1739425.88	2427087	15633.86	99
44-00	RENTAL AND LEASES	3711	400.00	11	22266	10562.31	47	9147.00	44550	24840.69	44
44 **	RENTAL AND LEASES	3711	400.00	11	22266	10562.31	47	9147.00	44550	24840.69	44
45-00	INSURANCE	40543	118354.30	292	243258	366068.53	151	.00	486534	120465.47	75
45 **	INSURANCE	40543	118354.30	292	243258	366068.53	151	.00	486534	120465.47	75
46-00	REPAIRS & MAINTENANCE	620467	686192.09	111	3814354	2885779.29	76	1874795.98	7537202	2776626.73	63
46-02	REPAIR/MAINT BUILDING	27435	7805.45	29	164610	56894.95	35	7439.00	329233	264899.05	20
46-03	REPAIR/MAINT-VEHICLES	16991	47684.91	281	101946	89663.03	88	29060.28-	203935	143332.25	30
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	664893	741682.45	112	4080910	3032337.27	74	1853174.70	8070370	3184858.03	61
47-00	PRINTING & BINDING	603	238.00	40	3618	303.25	8	.00	7280	6976.75	4
47 **	PRINTING & BINDING	603	238.00	40	3618	303.25	8	.00	7280	6976.75	4
48-00	PROMOTIONAL ACTIVITIES	1666	.00	0	9996	1605.55	16	.00	20000	18394.45	8
48 **	PROMOTIONAL ACTIVITIES	1666	.00	0	9996	1605.55	16	.00	20000	18394.45	8
49-00	OTHER CHARGES & OBLIG.	3143	832.34	27	18858	15160.22	80	31.25	37736	22544.53	40
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	5157.71-	0	0	31309.17-	0	.00	0	31309.17	0
49-08	CASH OVER & UNDER	0	9.95	0	0	52.79-	0	.00	0	52.79	0
49-09	DOCUMENT RECORDING CHGS	0	469.80-	0	0	3944.40-	0	.00	0	3944.40	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	3143	4785.22-	152-	18858	20146.14-	107-	31.25	37736	57850.89	53-
51-00	OFFICE SUPPLIES	2224	577.24	26	13344	4725.53	35	.00	26720	21994.47	18
51 **	OFFICE SUPPLIES	2224	577.24	26	13344	4725.53	35	.00	26720	21994.47	18
52-00	OPERATING SUPPLIES	52349	72799.63	139	362516	454009.86	125	81501.76	676640	141128.38	79
52-07	JANITORIAL SUPPLIES	852	1238.90	145	5112	3887.85	76	.00	10240	6352.15	38
52-09	CHEMICALS	353351	377030.32	107	2120106	1753024.65	83	2355819.92	4240227	131382.43	97
52-30	FUEL OIL & LUBRICANTS	30410	4935.08	16	182460	99546.58	55	64788.76	364963	200627.66	45
52-33	EMPLOYEE HEALTH CENTER	5740	4401.45	77	34440	23411.14	68	45468.86	68880	.00	100
52 **	OPERATING SUPPLIES	442702	460405.38	104	2704634	2333880.08	86	2547579.30	5360950	479490.62	91
53-00	ROAD MATERIALS/SUPPLIES	3748	.00	0	22488	3207.40	14	35000.00	45000	6792.60	85
53 **	ROAD MATERIALS/SUPPLIES	3748	.00	0	22488	3207.40	14	35000.00	45000	6792.60	85
54-00	MEMBERSHIP/PUBLICATIONS	3189	.00	0	19134	32464.00	170	.00	38304	5840.00	85
54 **	MEMBERSHIP/PUBLICATIONS	3189	.00	0	19134	32464.00	170	.00	38304	5840.00	85
55-00	TRAINING	12306	7959.00	65	73836	19843.66	27	30313.00	147700	97543.34	34
55-01	EDA PROGRAM	625	.00	0	3750	.00	0	.00	7500	7500.00	0
55 **	TRAINING	12931	7959.00	62	77586	19843.66	26	30313.00	155200	105043.34	32
56-15	IT-RELATED OPERATING EXP	23407	2175.00	9	83003	168126.44	203	38737.60	223464	16599.96	93
56 **	TECHNOLOGY SYSTEMS	23407	2175.00	9	83003	168126.44	203	38737.60	223464	16599.96	93
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	5909	.00	0	29545	.00	0	.00	65000	65000.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
62 **	BUILDINGS	5909	.00	0	29545	.00	0	.00	65000	65000.00	0
63-00	INFRASTRUCTURE	356806	177503.33	50	1892088	793816.93	42	1351125.71	4032950	1888007.36	53
63 **	INFRASTRUCTURE	356806	177503.33	50	1892088	793816.93	42	1351125.71	4032950	1888007.36	53
64-00	MACHINERY & EQUIPMENT	114217	318187.44	279	671340	436992.99	65	379097.50	1356646	540555.51	60
64-15	IT HARDWARE	1710	.00	0	13248	.00	0	.00	28000	28000.00	0
64 **	MACHINERY & EQUIPMENT	115927	318187.44	275	684588	436992.99	64	379097.50	1384646	568555.51	59
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	9033	9887.76	110	45165	44276.19	98	11659.69	99363	43427.12	56
68 **	INTANGIBLE ASSETS	9033	9887.76	110	45165	44276.19	98	11659.69	99363	43427.12	56
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SERVICE COST	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SERVICE COST	0	.00	0	0	.00	0	.00	0	.00	0
82-00	AID TO PRIVATE ORGANIZAT	100	.00	0	600	.00	0	.00	1200	1200.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	100	.00	0	600	.00	0	.00	1200	1200.00	0
91-01	TRANSFER TO GEN FUND 001	574918	574919.00	100	3449508	3449514.00	100	.00	6899025	3449511.00	50
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	2048998	1918735.75	94	4248288	5539681.67	130	.00	9761950	4222268.33	57
91-26	WS CPTL PROJ 2018B 426	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJECT 427	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91 **	INTERFUND TRANSFER	2623916	2493654.75	95	7697796	8989195.67	117	.00	16660975	7671779.33	54
95-01	6% ILO FRANCHISE FEE	109162	109162.00	100	654972	654972.00	100	.00	1309948	654976.00	50
95 **	NONOPERATING	109162	109162.00	100	654972	654972.00	100	.00	1309948	654976.00	50
FUND 421	TOTAL *********										
	WATER/SEWER FUND	6842046	6233198.29	91	32739743	27737019.98	85	8996220.67	67017178	30283937.35	55
GRAND	TOTAL *********										
		6842046	6233198.29	91	32739743	27737019.98	85	8996220.67	67017178	30283937.35	55

FY 2020 Budget by Classification Report - Summary Listing

3/31/2020

Target for March 2020 is 50%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 1,747,692		$ 1,414,806	$ 332,886	81%
MISCELLANEOUS	$ -		$ (2,104)	$ 2,603	0%
OTHER SOURCES (NON-REVENUE)	$ 196,661		$ -	$ 196,661	0%
REVENUE TOTALS	**$ 1,944,353**	**$ -**	**$ 1,412,701**	**$ 532,150**	**73%**
EXPENSE					
SALARIES AND BENEFITS	$ 544,229	$ -	$ 234,909	$ 309,320	43%
OPERATING EXPENDITURES	$ 705,992	$ 61,179	$ 375,121	$ 269,692	62%
CAPITAL OUTLAY	$ 694,132	$ 18,947	$ 400,075	$ 275,110	60%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 1,944,353**	**$ 80,126**	**$ 1,010,105**	**$ 854,122**	**56%**
REVENUE TOTALS	**$ 1,944,353**	**$ -**	**$ 1,412,701**	**$ 532,150**	**73%**
EXPENSE TOTALS	**$ 1,944,353**	**$ 80,126**	**$ 1,010,105**	**$ 854,122**	**56%**
	$ -	**$ (80,126)**	**$ 402,596**	**$ (321,972)**	

*Stormwater Assessment Revenues come in November-March

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
23 01	CHARGES FOR PUBLIC SVCS	145,641	44,483.25	31	873,846	1,414,715.04	162	1,747,692	332,976.96
23 02	DELINQUENT TAX	0	.00		0	.00		0	.00
23 03	PENALTIES	0	.00		0	90.68		0	90.68-
23 04	TAX CERTIFICATES	0	.00		0	.00		0	.00
23 *	STORMWATER	145,641	44,483.25	31	873,846	1,414,805.72	162	1,747,692	332,886.28
325 **	SPECIAL ASSESSMENT	145,641	44,483.25	31	873,846	1,414,805.72	162	1,747,692	332,886.28
320 ***	OTHER PERMITS & FEES	145,641	44,483.25	31	873,846	1,414,805.72	162	1,747,692	332,886.28
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 02	CHURCH STREET BAFFLE BOX	0	.00		0	.00		0	.00
338 **	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
91 00	STORMWATER FEES	0	12.48-		0	5,678.01-		0	5,678.01
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	0	12.48-		0	5,678.01-		0	5,678.01
343 **	PHYSICAL ENVIRONMENT	0	12.48-		0	5,678.01-		0	5,678.01
340 ***	CHARGES FOR SERVICES	0	12.48-		0	5,678.01-		0	5,678.01
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	506.03		0	2,716.81		0	2,716.81-
10 02	INVESTMENT INTEREST	0	4.64		0	35.65		0	35.65-
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	0	510.67		0	2,752.46		0	2,752.46-
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC FMV INVEST	0	.00		0	.00		0	.00

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	0	510.67		0	2,752.46		0	2,752.46-
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	821.22		0	821.22-
369 **	OTHER MISC REVENUES	0	.00		0	821.22		0	821.22-
360 ***	MISCELLANEOUS REVENUES	0	510.67		0	3,573.68		0	3,573.68-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	17,878	.00		89,390	.00		196,661	196,661.00
99 *	BALANCE FORWARD	17,878	.00		89,390	.00		196,661	196,661.00
389 **	NON OPERATING SOURCES	17,878	.00		89,390	.00		196,661	196,661.00
380 ***	OTHER SOURCES(NON-REV)	17,878	.00		89,390	.00		196,661	196,661.00
FUND TOTAL	STORMWATER UTILITY	163,519	44,981.44	28	963,236	1,412,701.39	147	1,944,353	531,651.61

REPORT SELECTIONS

Fiscal year . . . . . : 2020
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	27651	21616.25	78	165906	145962.83	88	.00	331820	185857.17	44
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	873	.00	0	5238	.00	0	.00	10480	10480.00	0
12 **	REGULAR SALARIES & WAGES	28524	21616.25	76	171144	145962.83	85	.00	342300	196337.17	43
13-00	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
13 **	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
14-00	OVERTIME	269	301.72	112	1614	2060.38	128	.00	3235	1174.62	64
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	269	301.72	112	1614	2060.38	128	.00	3235	1174.62	64
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	50	.00	0	300	600.00	200	.00	600	.00	100
20 **	CLOTHING/SHOE ALLOWANCE	50	.00	0	300	600.00	200	.00	600	.00	100
21-00	FICA TAXES	2096	1646.88	79	12576	11192.82	89	.00	25158	13965.18	45
21 **	FICA TAXES	2096	1646.88	79	12576	11192.82	89	.00	25158	13965.18	45
22-00	RETIREMENT CONTRIBUTIONS	2364	1856.42	79	14184	12522.64	88	.00	28369	15846.36	44
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2364	1856.42	79	14184	12522.64	88	.00	28369	15846.36	44
23-00	LIFE/HEALTH INSURANCE	572	469.11	82	3432	3172.27	92	.00	6871	3698.73	46
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	7375	5597.37	76	44250	35905.19	81	.00	88507	52601.81	41
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	7947	6066.48	76	47682	39077.46	82	.00	95378	56300.54	41
24-00	WORKER'S COMPENSATION	3699	3288.25	89	22194	21192.62	96	.00	44389	23196.38	48
24 **	WORKER'S COMPENSATION	3699	3288.25	89	22194	21192.62	96	.00	44389	23196.38	48

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	400	400.00	100	2400	2300.00	96	.00	4800	2500.00	48
27 **	BENEFIT OFFSET	400	400.00	100	2400	2300.00	96	.00	4800	2500.00	48
31-00	PROFESSIONAL SERVICES	6488	13443.50	207	35523	19073.50	54	21676.50	74455	33705.00	55
31-01	LEGAL EXPENSES	41	.00	0	246	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	551	593.88	108	3306	2787.83	84	3827.17	6615	.00	100
31 **	PROFESSIONAL SERVICES	7080	14037.38	198	39075	21861.33	56	25503.67	81570	34205.00	58
34-00	CONTRACT SERVICES	5178	10387.30-	201-	15228	38093.08	250	7813.53	46303	396.39	99
34-10	COST OF GENERAL FUND SVCS	14350	14350.00	100	86100	86100.00	100	.00	172205	86105.00	50
34 **	CONTRACT SERVICES	19528	3962.70	20	101328	124193.08	123	7813.53	218508	86501.39	60
39-00	CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	1422	.00	0	.00	2850	2850.00	0
40 **	TRAVEL & PER DIEM	237	.00	0	1422	.00	0	.00	2850	2850.00	0
41-00	COMMUNICATION	186	294.32	158	1116	1046.76	94	1185.24	2232	.00	100
41 **	COMMUNICATION	186	294.32	158	1116	1046.76	94	1185.24	2232	.00	100
42-00	POSTAGE & FREIGHT	41	8.70	21	246	47.65	19	.00	500	452.35	10
42 **	POSTAGE & FREIGHT	41	8.70	21	246	47.65	19	.00	500	452.35	10
43-00	ELECTRIC/WATER/SEWER	1233	870.30	71	7398	4889.33	66	10243.29	14800	332.62-	102
43 **	ELECTRIC/WATER/SEWER	1233	870.30	71	7398	4889.33	66	10243.29	14800	332.62-	102
44-00	RENTALS AND LEASES	208	.00	0	1248	.00	0	.00	2500	2500.00	0
44 **	RENTALS AND LEASES	208	.00	0	1248	.00	0	.00	2500	2500.00	0
45-00	INSURANCE	819	1229.05	150	4914	6280.90	128	.00	9828	3547.10	64
45 **	INSURANCE	819	1229.05	150	4914	6280.90	128	.00	9828	3547.10	64

FUND 423 STORMWATER UTILITY ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-00	REPAIRS & MAINTENANCE	22413	157863.85	704	153159	172715.78	113	11122.39	287641	103802.83	64
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	2739	11543.20	421	16434	22791.97	139	819.06	32870	9258.97	72
46-15	INSURED VEHICLE ACCIDENT	41	.00	0	246	.00	0	.00	500	500.00	0
46 **	REPAIRS & MAINTENANCE	25193	169407.05	672	169839	195507.75	115	11941.45	321011	113561.80	65
47-00	PRINTING & BINDING	83	.00	0	498	.00	0	.00	1000	1000.00	0
47 **	PRINTING & BINDING	83	.00	0	498	.00	0	.00	1000	1000.00	0
49-00	OTHER CHARGES & OBLIG.	318	.00	0	954	2878.46	302	100.00	2859	119.46-	104
49-07	BAD DEBT EXPENSE	0	146.32-	0	0	1225.79-	0	.00	0	1225.79	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	318	146.32-	46-	954	1652.67	173	100.00	2859	1106.33	61
51-00	OFFICE SUPPLIES	41	18.00	44	246	88.35	36	.00	500	411.65	18
51 **	OFFICE SUPPLIES	41	18.00	44	246	88.35	36	.00	500	411.65	18
52-00	OPERATING SUPPLIES	1015	1233.47	122	6090	10745.48	176	880.85	12181	554.67	95
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	2353	.00	0	14118	5942.58	42	1288.48	28243	21011.94	26
52-33	EMPLOYEE HEALTH CENTER	280	214.77	77	1680	1137.18	68	2222.82	3360	.00	100
52 **	OPERATING SUPPLIES	3648	1448.24	40	21888	17825.24	81	4392.15	43784	21566.61	51
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	62	.00	0	372	716.12	193	.00	750	33.88	96
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	372	716.12	193	.00	750	33.88	96
55-00	TRAINING	208	300.00	144	1248	465.00	37	.00	2500	2035.00	19
55 **	TRAINING	208	300.00	144	1248	465.00	37	.00	2500	2035.00	19
56-15	IT-RELATED OPERATING EXP	66	.00	0	396	546.83	138	.00	800	253.17	68

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
56 **	TECHNOLOGY SYSTEMS	66	.00	0	396	546.83	138	.00	800	253.17	68
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	36706	.00	0	203875	120000.00	59	11620.00	424100	292480.00	31
63 **	INFRASTRUCTURE	36706	.00	0	203875	120000.00	59	11620.00	424100	292480.00	31
64-00	MACHINERY & EQUIPMENT	22502	10192.83	45	135012	280074.83	207	7327.17	270032	17370.00-	106
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	22502	10192.83	45	135012	280074.83	207	7327.17	270032	17370.00-	106
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL *********										
	STORMWATER UTILITY	163508	236798.25	145	963169	1010104.59	105	80126.50	1944353	854121.91	56
GRAND	TOTAL *********										
		163508	236798.25	145	963169	1010104.59	105	80126.50	1944353	854121.91	56

FY 2020 Budget by Classification Report - Summary Listing

3/31/2020

Target for March 2020 is 50%

FUND 426 - WATER/SEWER CAPITAL PROJECTS 2018B

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
MISCELLANEOUS (INTEREST)	$ -	$ -	$ 212,021	$ (212,021)	100%
OTHER SOURCES (NON-REVENUE)	$ 41,527,660			$ 41,527,660	0%
REVENUE TOTALS	**$ 41,527,660**	**$ -**	**$ 212,021**	**$ 41,315,639**	**1%**
EXPENSE					
OPERATING EXPENDITURES	$ -	$ -	$ 296	$ (296)	
CAPITAL OUTLAY	$ 41,527,660	$ 2,127,380	$ 592,715	$ 38,807,565	7%
p	**$ 41,527,660**	**$ 2,127,380**	**$ 593,011**	**$ 38,807,269**	**7%**
REVENUE TOTALS	**$ 41,527,660**	**$ -**	**$ 212,021**	**$ 41,315,639**	**1%**
p	**$ 41,527,660**	**$ 2,127,380**	**$ 593,011**	**$ 38,807,269**	**7%**
	$ -	**$ (2,127,380)**	**$ (380,990)**	**$ 2,508,370**	

FUND 426 WS CPTL PROJ 2018B

ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	40.05		0	1,131.31		0	1,131.31-
10 02	INVESTMENT INTEREST	0	30,962.12		0	194,951.72		0	194,951.72-
10 *	INTEREST	0	31,002.17		0	196,083.03		0	196,083.03-
38 00	NET INC/DEC FMV INVEST	0	.00		0	.00		0	.00
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	10,701.29		0	10,701.29-
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	5,236.80		0	5,236.80-
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	15,938.09		0	15,938.09-
361 **	INTEREST & OTHER EARNINGS	0	31,002.17		0	212,021.12		0	212,021.12-
360 ***	MISCELLANEOUS REVENUES	0	31,002.17		0	212,021.12		0	212,021.12-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	3,631,202	.00		19,740,451	.00		41,527,660	41,527,660.00
99 *	BALANCE FORWARD	3,631,202	.00		19,740,451	.00		41,527,660	41,527,660.00
389 **	NON OPERATING SOURCES	3,631,202	.00		19,740,451	.00		41,527,660	41,527,660.00
380 ***	OTHER SOURCES(NON-REV)	3,631,202	.00		19,740,451	.00		41,527,660	41,527,660.00
FUND TOTAL	WS CPTL PROJ 2018B	3,631,202	31,002.17	1	19,740,451	212,021.12	1	41,527,660	41,315,638.88

REPORT SELECTIONS

Fiscal year . . . . . : 2020
Fund . . . . . : 426
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 426 WS CPTL PROJ 2018B

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
31-00	PROFESSIONAL SERVICES	0	.00	0	0	295.85	0	.00	0	295.85-	0
31 **	PROFESSIONAL SERVICES	0	.00	0	0	295.85	0	.00	0	295.85-	0
49-00	OTHER CHARGES & OBLIG.	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	3631203	40468.38	1	19740456	592714.56	3	2127380.20	41527660	38807565.24	7
63 **	INFRASTRUCTURE	3631203	40468.38	1	19740456	592714.56	3	2127380.20	41527660	38807565.24	7
64-00	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 426	TOTAL *********										
	WS CPTL PROJ 2018B	3631203	40468.38	1	19740456	593010.41	3	2127380.20	41527660	38807269.39	7
GRAND	TOTAL *********										
		3631203	40468.38	1	19740456	593010.41	3	2127380.20	41527660	38807269.39	7

Legislation Details (With Text)

File #:	20-218	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/13/2020			**In control:**	City Council
On agenda:	4/22/2020			**Final action:**	
Title:	Cocoa Police Department District Event Statistics for the months of January and February, 2020. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Feb 2020 Council Report by District .pdf Jan 2020 Council Report by District .pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 13, 2020
Agenda Date: April 22, 2020
Prepared By: Charlene Jenkins-Catechis, Administrative Secretary
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Cocoa Police Department District Event Statistics for Council Information

BACKGROUND:

The Cocoa Police Department tracks and reports a monthly breakdown of event statistics. These reports illustrate total incidents, reports written and Patrol Checks. They also show incidents and case reports by shifts, hour of the day and the total crime that are Crime reportable. Attached are the January 2020 and February 2020 reports.

STRATEGIC PLAN CONNECTION:

Crime - Public Safety

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Cocoa Police Department District Event Statistics for Council information

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Cocoa Police Department
Council Report

February 2020

Prepared by Dailaity Henson

Contents

Findings Summary 3
Total Patrol Checks and Case Reports for the City of Cocoa 4
District 1 Case Reports 5
District 2 Case Reports 6
District 3 Case Reports 6
District 4 Case Reports 7
Locations of Incidents 8
Incidents and Case Reports by Shift 9
Incidents and Case Reports by Hour 11
Total UCR Offenses by Month – 2020 ,2019, & 2018 11

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

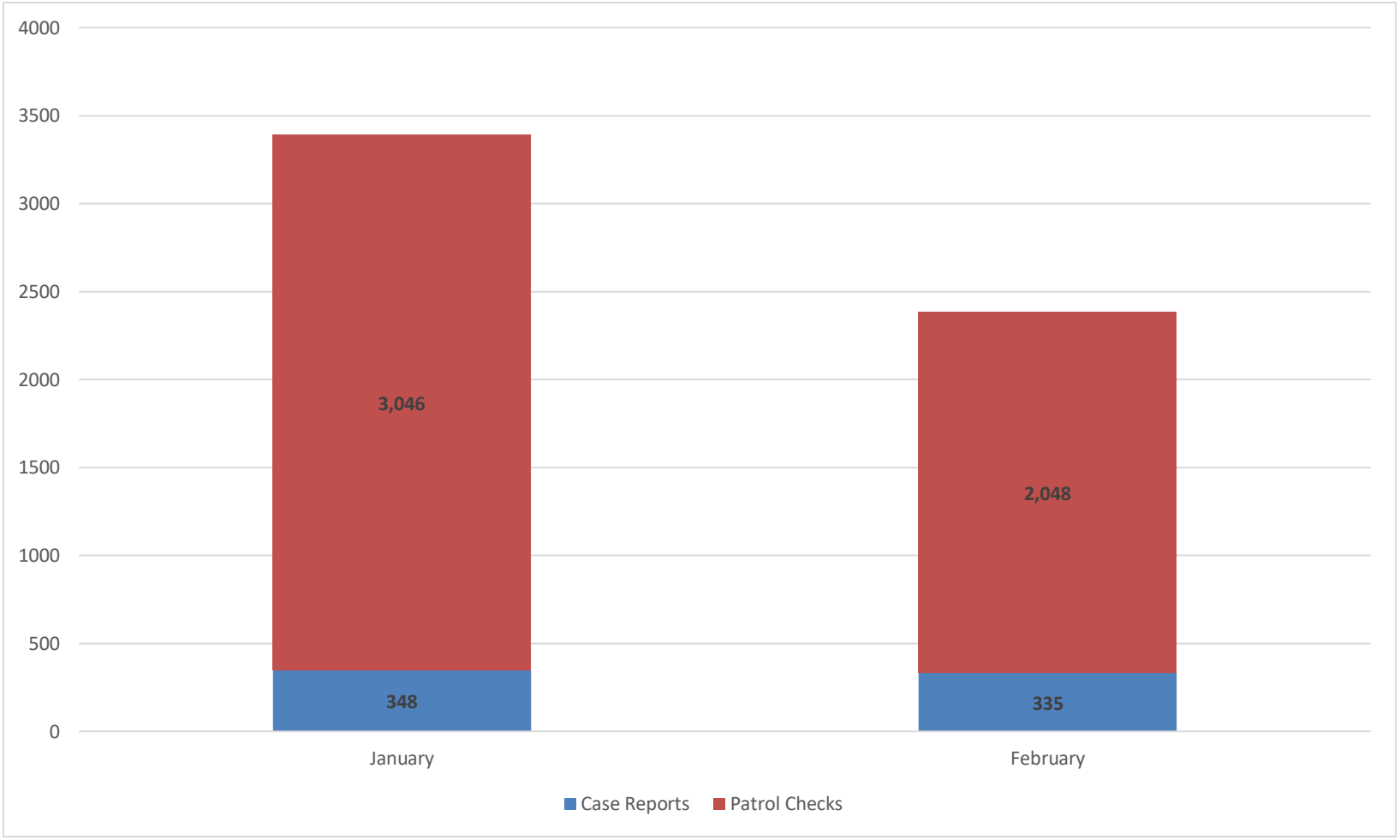
Findings Summary

The purpose of this report is to provide Council with an overview of incidents and case reports for February 2020. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2018, 2019 and 2020.

- 3,020 incidents
- 335 Case Reports (11% of incidents)
    - 217 Criminal Case Reports (63% of all case reports)
    - 118 Non-Criminal Case Reports (35% of case reports)
    - 82 Criminal Case Reports were closed by Arrests/Capias Requests (38% of criminal case reports)
    - 10 Non-Criminal Case Reports were closed by Arrests/Capias Request (8% of non-criminal cases reports)
- 2,048 incidents were initiated by police officers
- District 2 experienced the most cases with a total of 120
- District 3 experienced the fewest cases with a total of 26
- Larceny Offenses have ***decreased*** by a 7% from the previous month
- Burglary Offenses have ***increased*** by a 43% from the previous month
- Robbery Offences have ***decreased*** by 80% from the previous month
- Overall, UCR offenses have ***increased*** from the previous month by an 1%

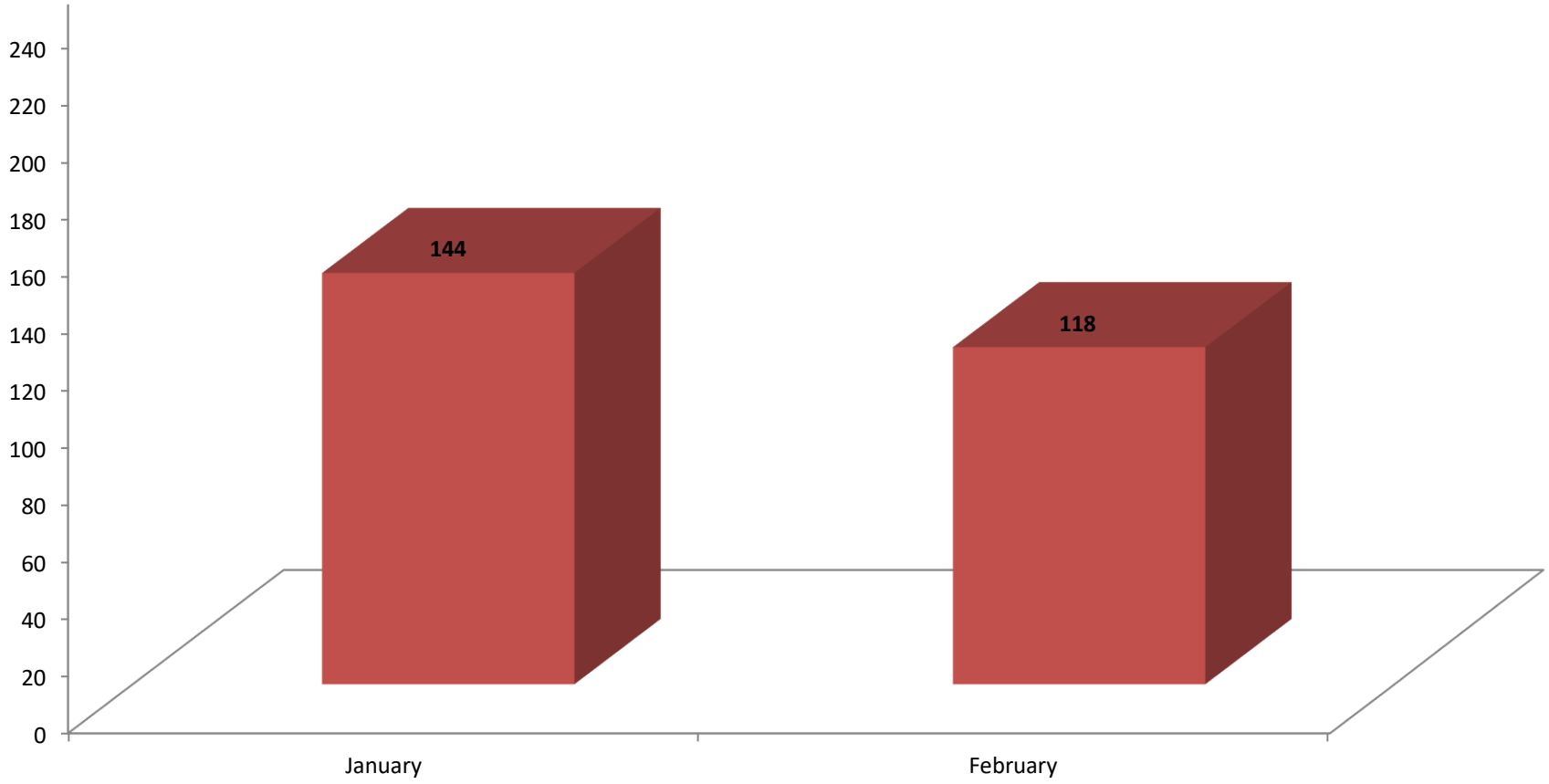
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa



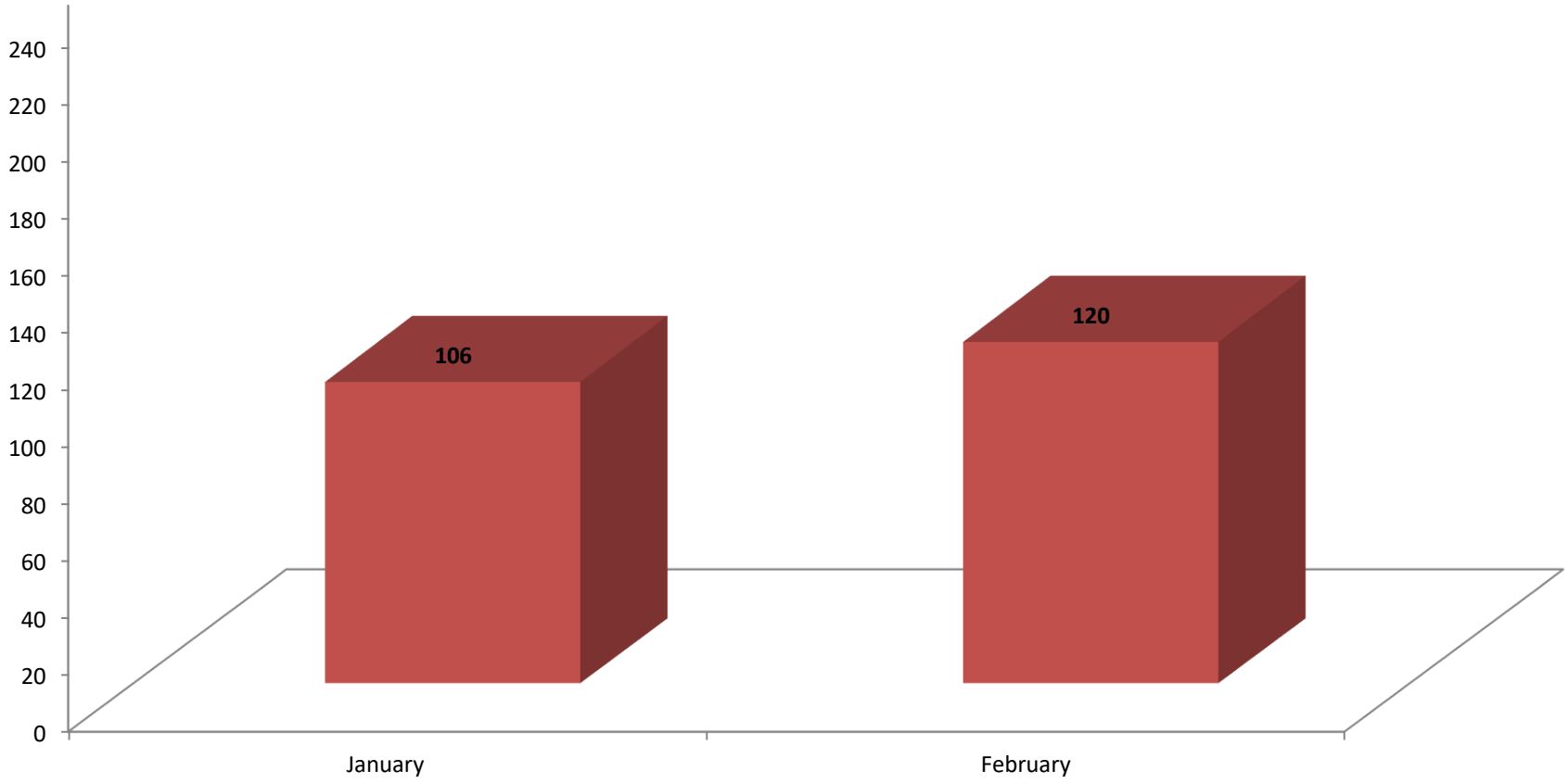
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 Case Reports



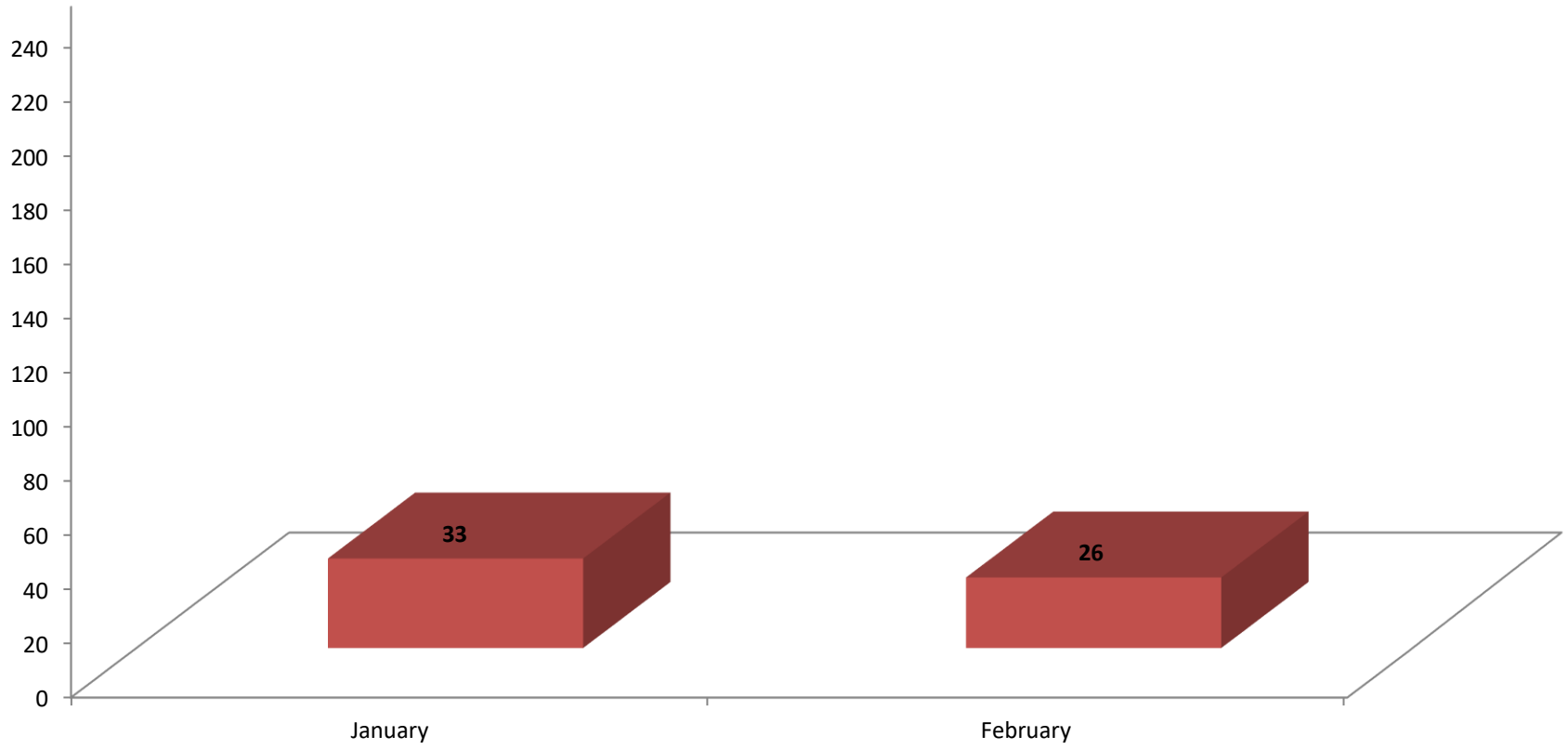
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 Case Reports



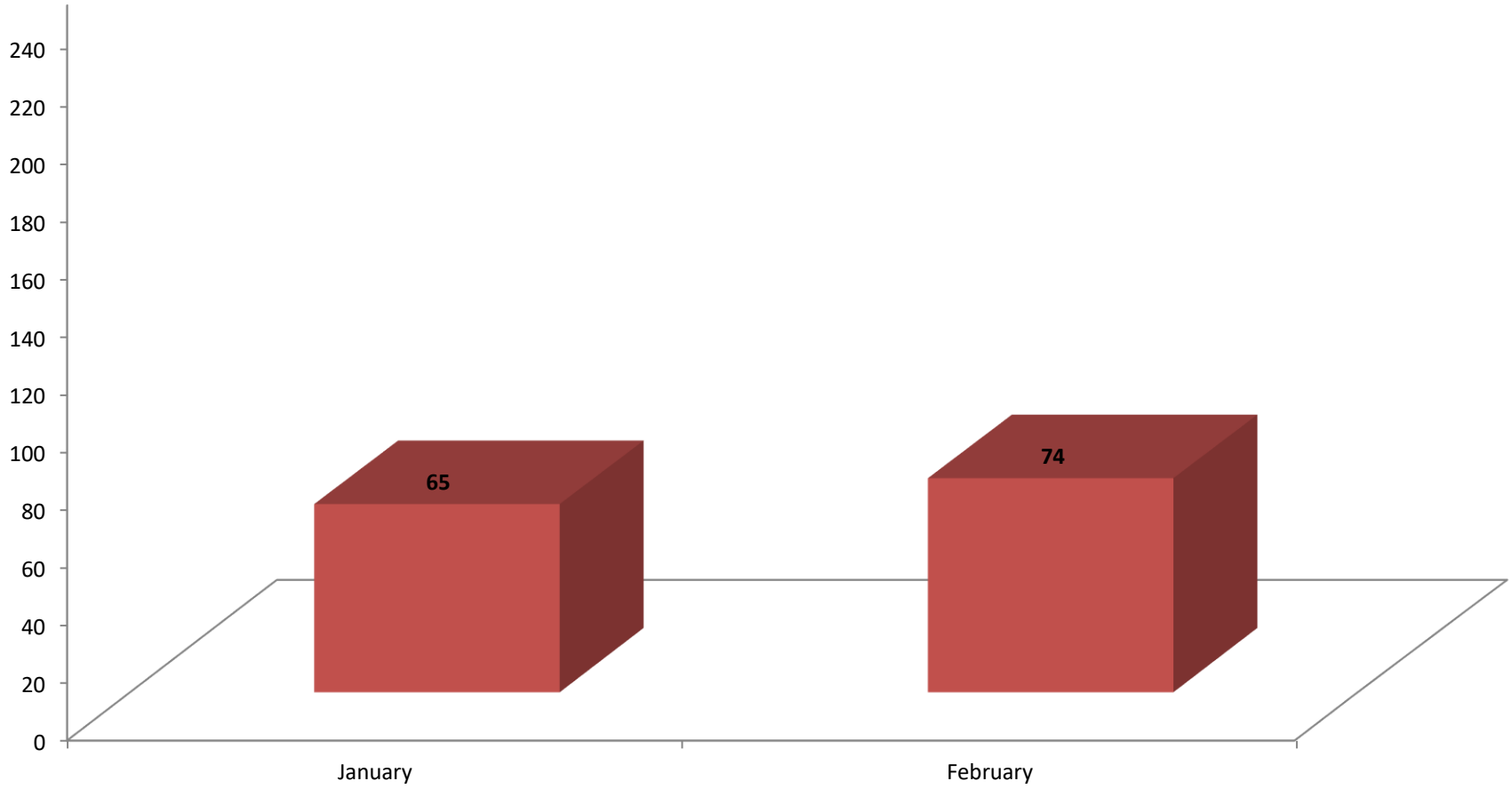
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 3 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 4 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Locations of Incidents

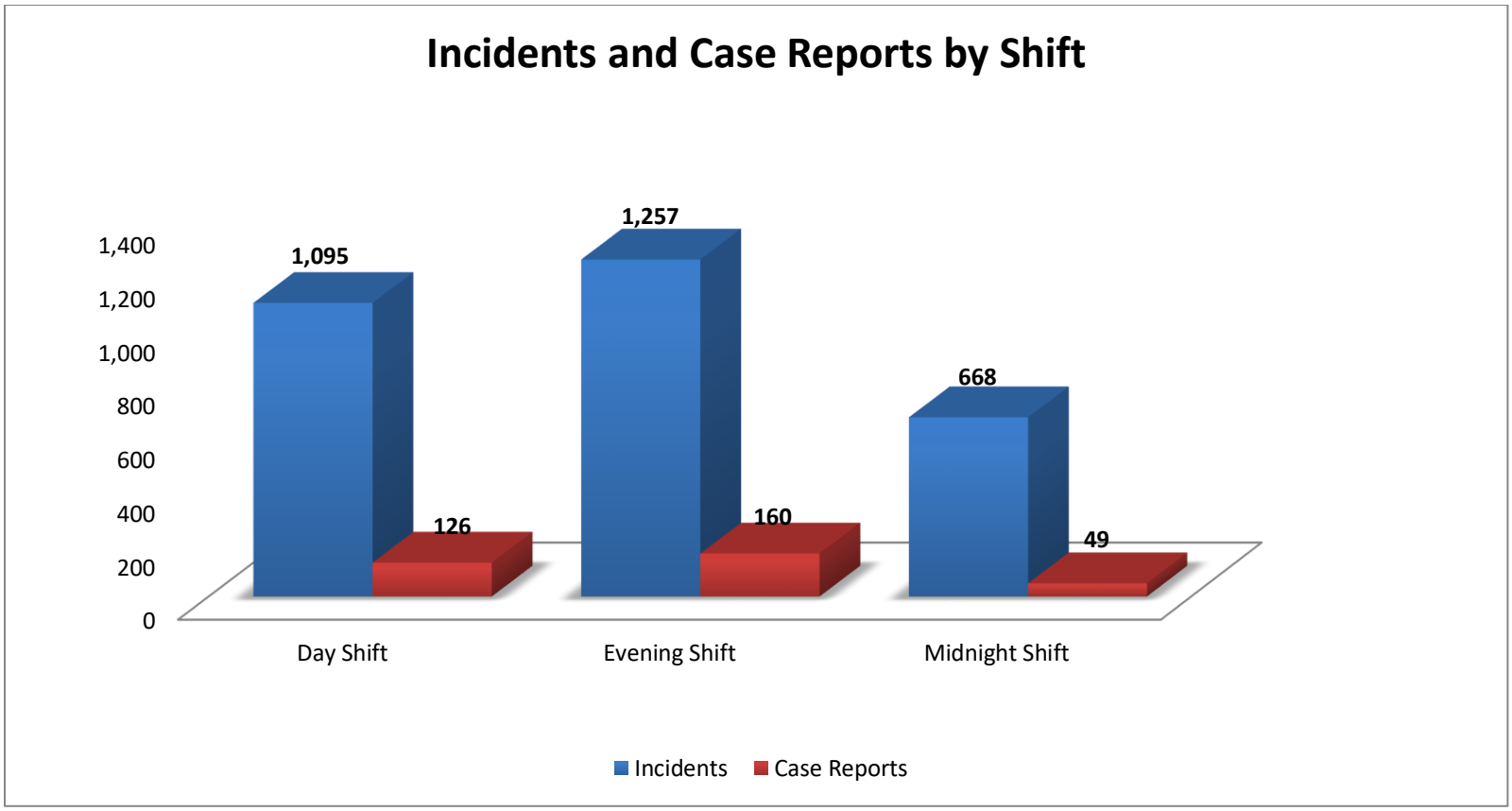
The table below illustrates the total of Incidents and Cases from February 1, 2020 thought February 29, 2020 to the locations listed.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
2700 SR.524	142	20
1080 N. Fiske	74	12
1514 Clearlake Rd	28	3
900 Friday Rd	23	0
800 N. Fiske	18	4
1407 Dixon Blvd	16	4
1010 N. Fiske Blvd	9	2
1524 Clearlake Rd	2	0
TOTAL	**312**	**45**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The chart below illustrates incidents and cases reported by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. Midnight shift experienced the lowest number of incidents and cases. Evening shift experienced the highest number of incidents and cases.



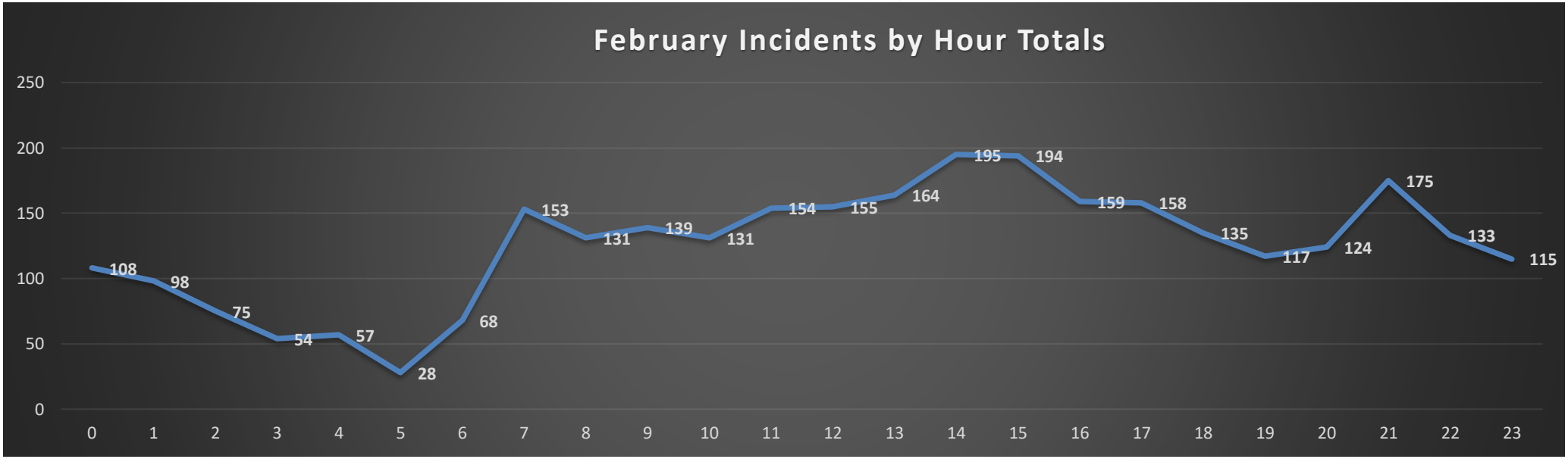
NOTE: The totals in the graph above do not include Patrol Checks.

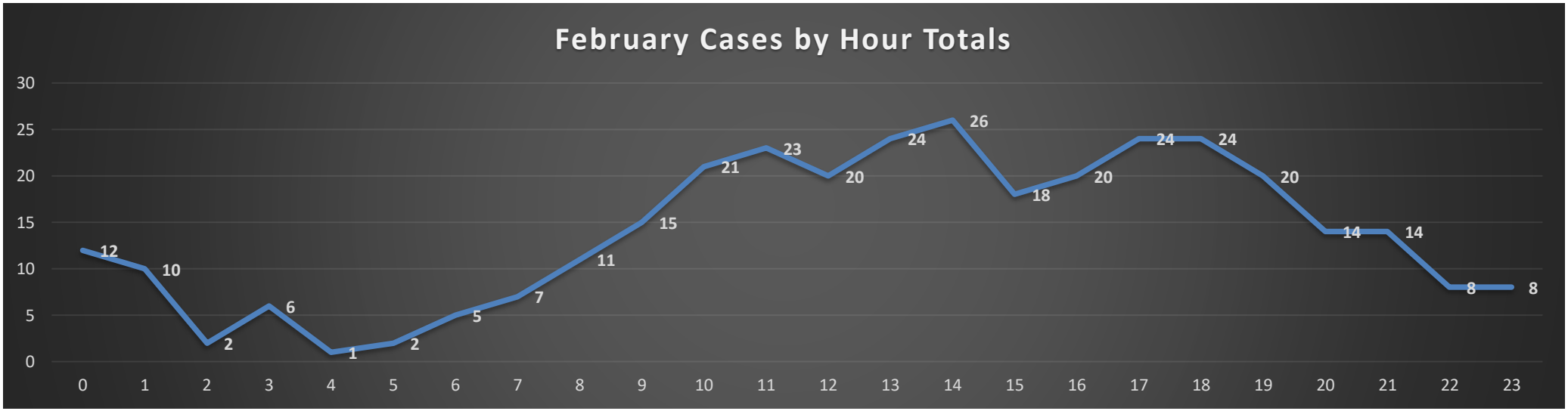
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Cocoa Police Department
February 2020 Council Report

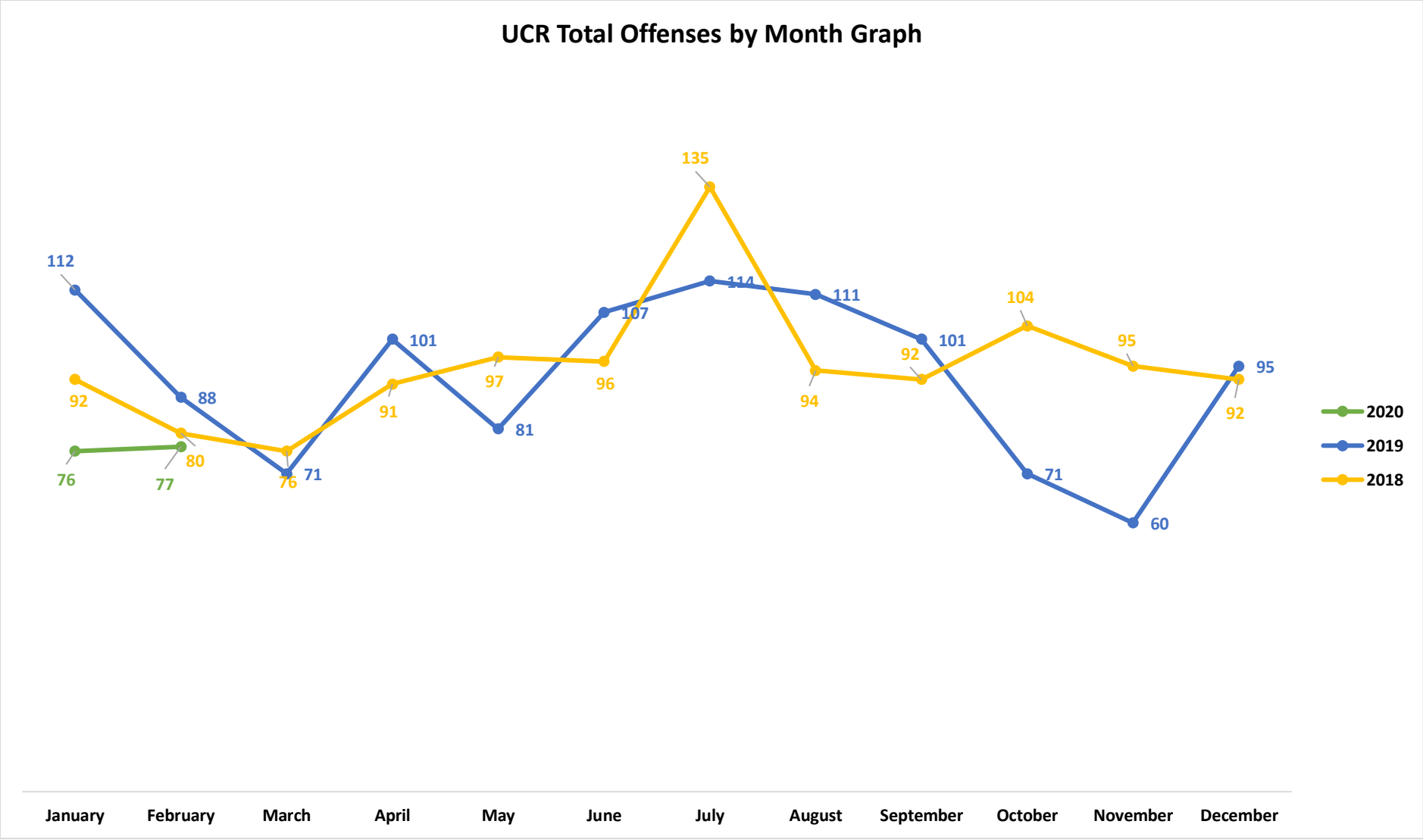
Incidents and Case Reports by Hour

Note: The charts below illustrates incidents broken down by time of day. These totals do not reflect Patrol Checks.





Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst



***NOTE:** UCR Simple Assaults Offenses totals are no longer included in the 2018 line graph.**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Cocoa Police Department
Council Report

January 2020

Prepared by Dailaity Henson

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Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

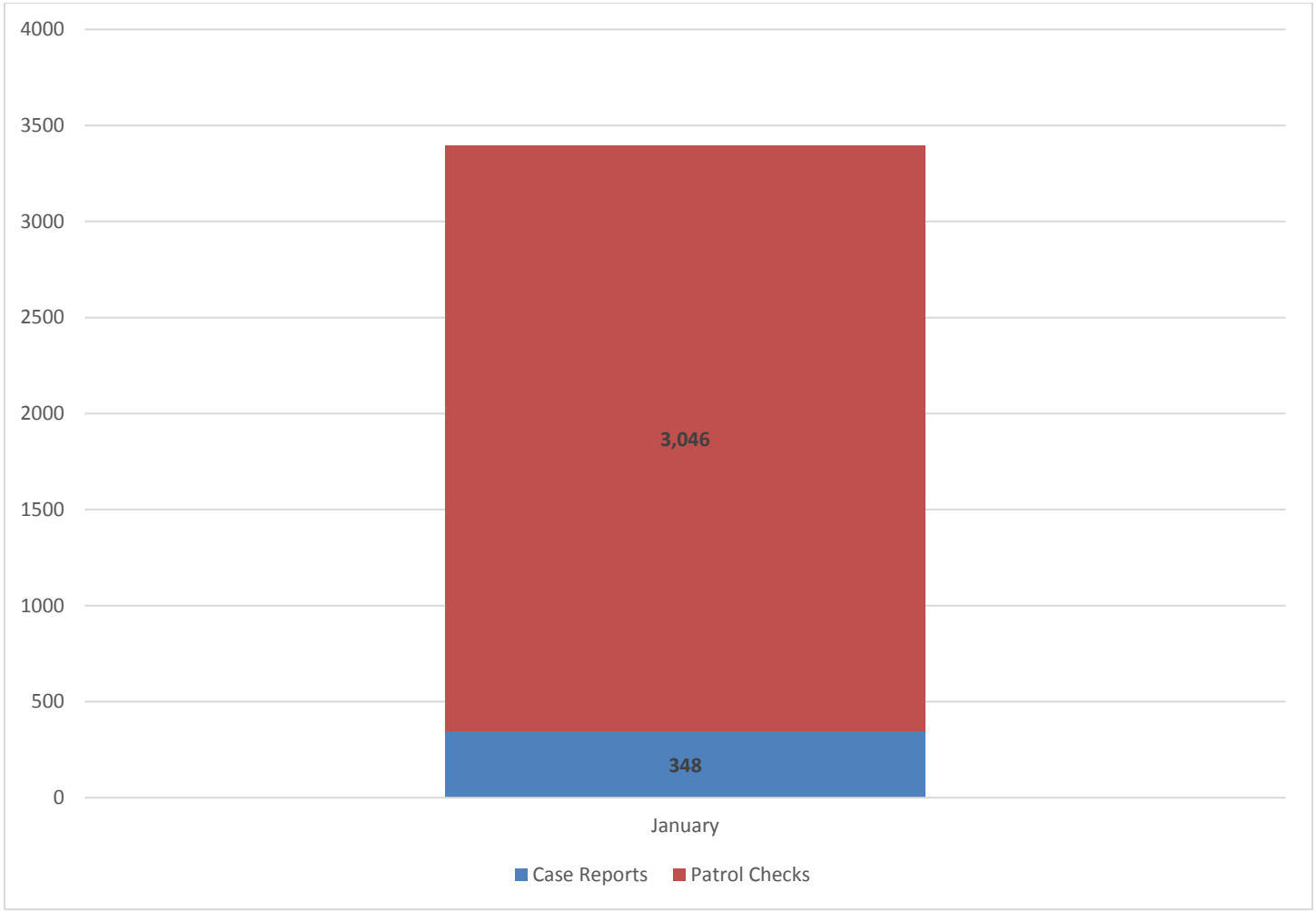
Findings Summary

The purpose of this report is to provide Council with an overview of incidents and case reports for January 2020. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2018, 2019 and 2020.

- 3,275 incidents
- 348 Case Reports (11% of incidents)
    - 202 Criminal Case Reports (58% of all case reports)
    - 146 Non-Criminal Case Reports (42% of case reports)
    - 68 Criminal Case Reports were closed by Arrests/Capias Requests (34% of criminal case reports)
    - 47 Non-Criminal Case Reports were closed by Arrests/Capias Request (32% of non-criminal cases reports)
- 3,506 incidents were initiated by police officers
- District 1 experienced the most cases with a total of 144
- District 3 experienced the fewest cases with a total of 33
- Larceny Offenses have ***increased*** by a 12% from the previous month
- Burglary Offenses have ***decreased*** by a 71% from the previous month
- Robbery Offences have ***decreased*** by 29% from the previous month
- Overall, UCR offenses have ***decreased*** from the previous month by an 20%

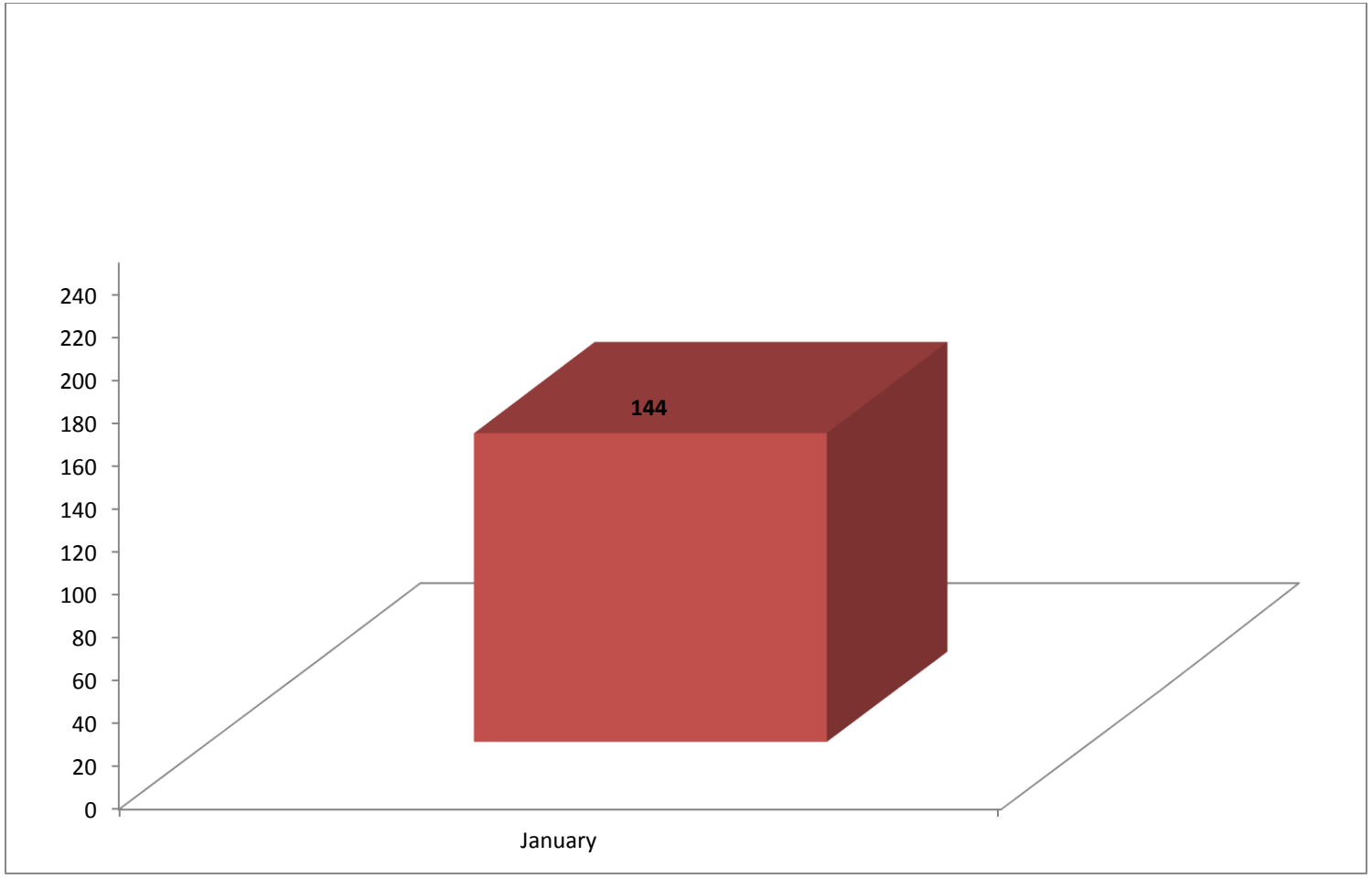
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa



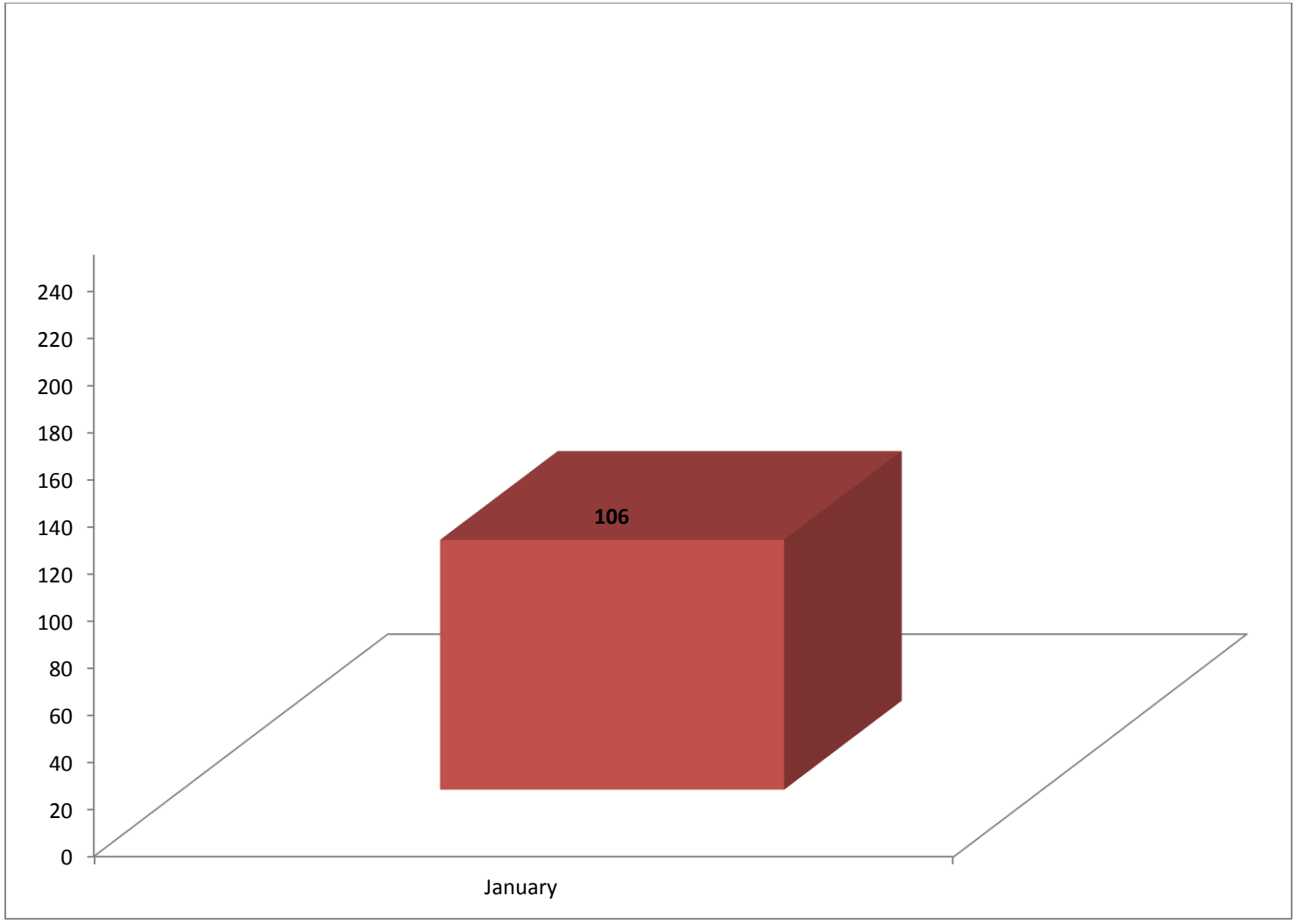
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 Case Reports



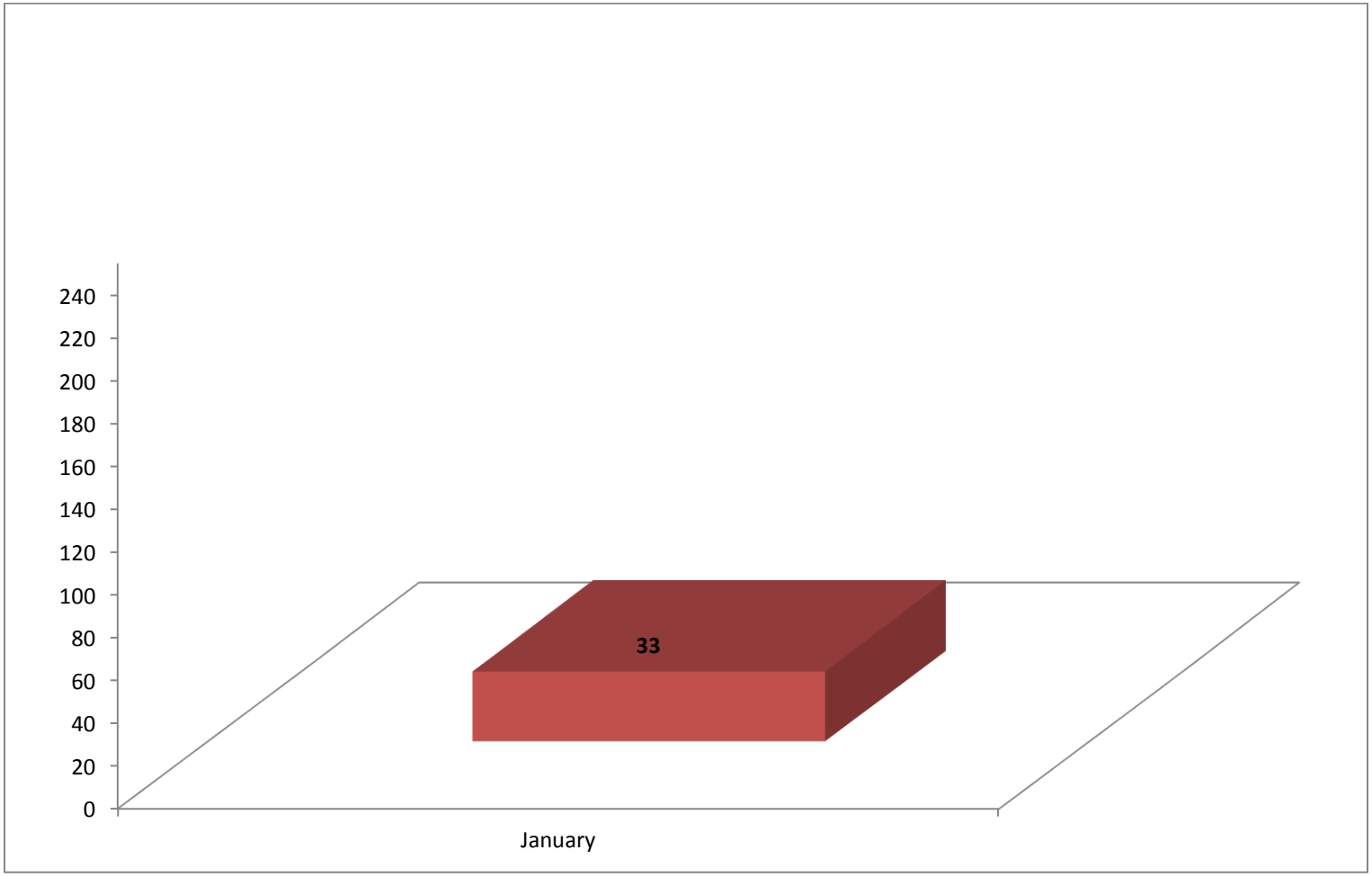
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 Case Reports



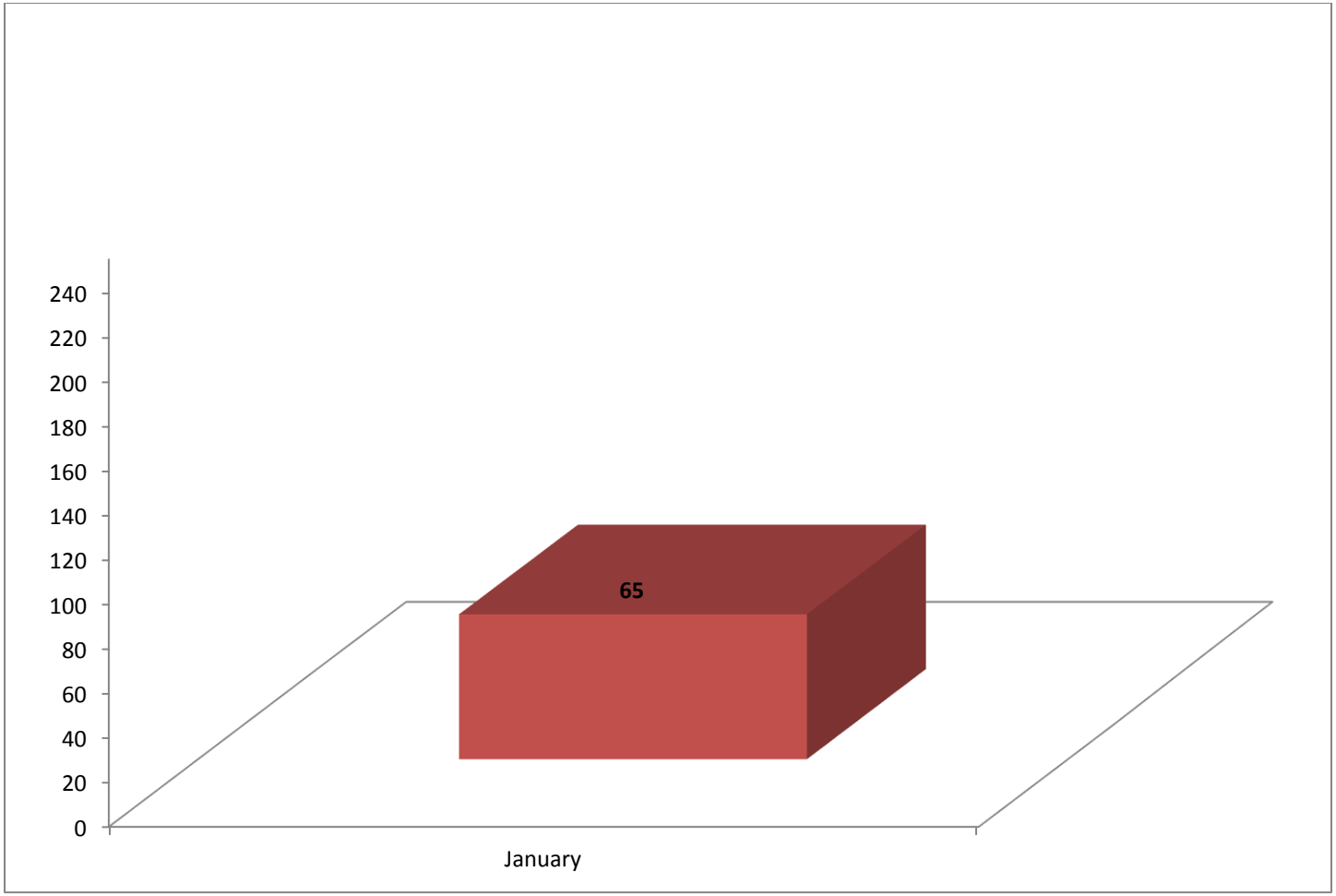
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 3 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 4 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Locations of Incidents

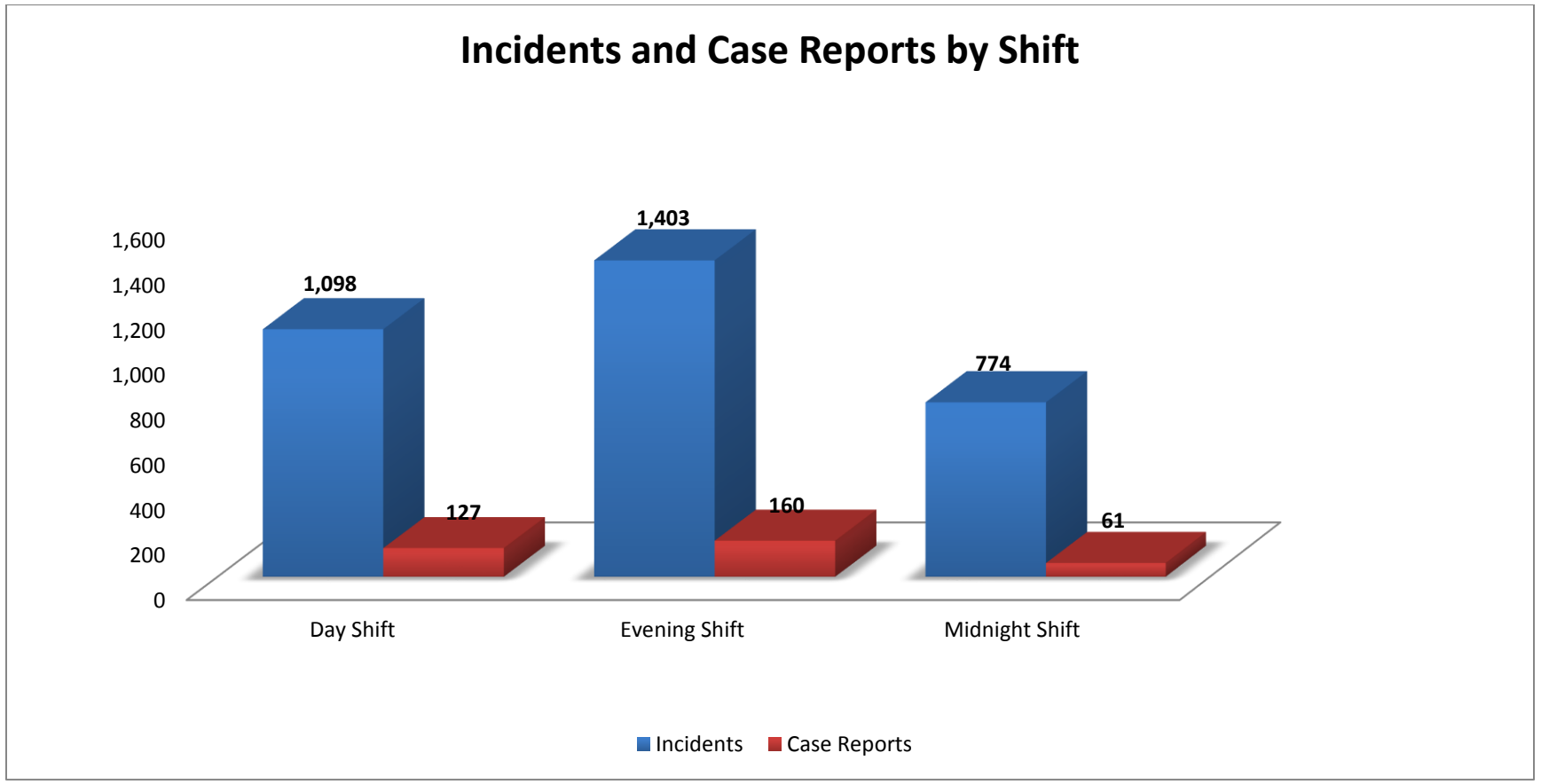
The table below illustrates the total of Incidents and Cases from January 1, 2020 thought January 31, 2020 to the locations listed.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
2700 SR.524	121	17
1080 N. Fiske	69	13
1514 Clearlake Rd	26	2
800 N. Fiske	22	3
1407 Dixon Blvd	17	9
900 Friday Rd	14	2
1010 N. Fiske Blvd	13	2
1524 Clearlake Rd	8	3
TOTAL	**290**	**51**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The chart below illustrates incidents and cases reported by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. Midnight shift experienced the lowest number of incidents and cases. Evening shift experienced the highest number of incidents and cases.

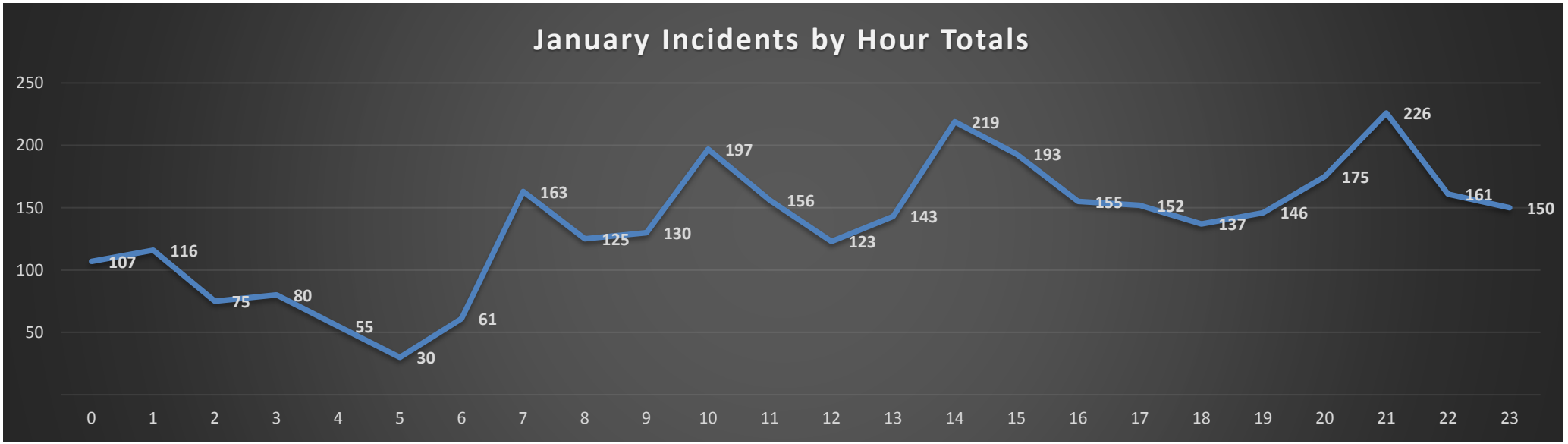


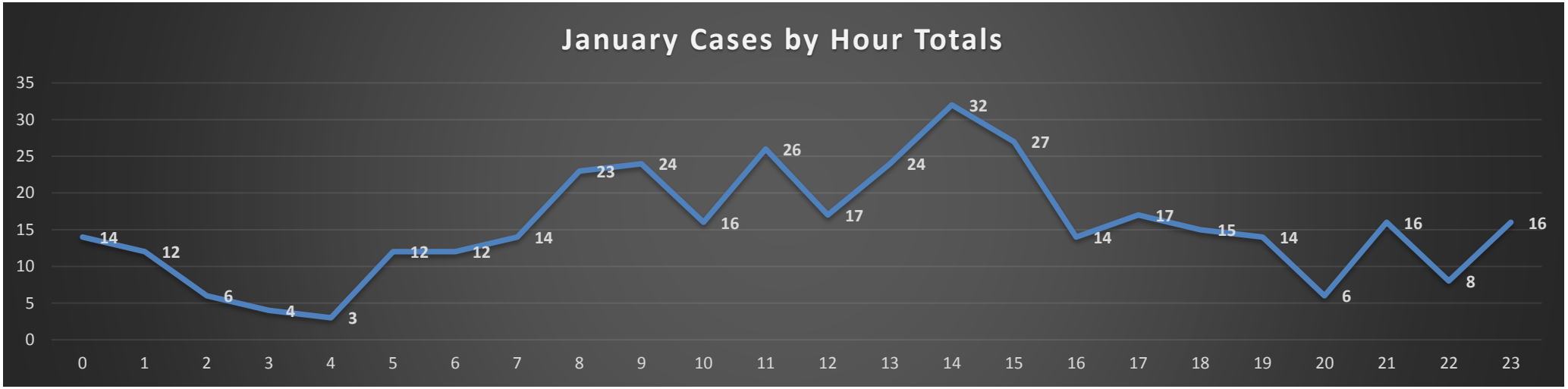
NOTE: The totals in the graph above do not include Patrol Checks.

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Hour

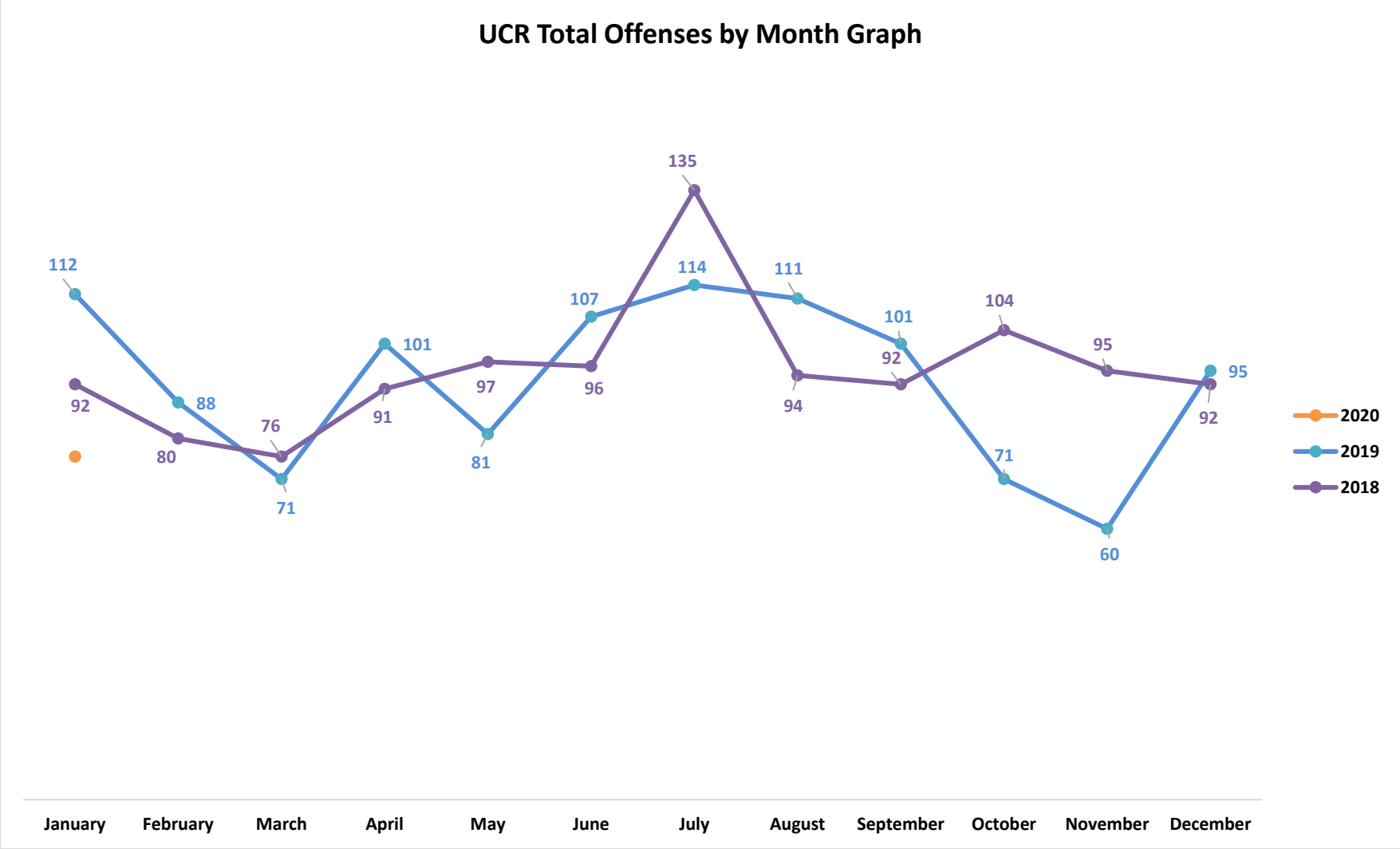
Note: The charts below illustrates incidents broken down by time of day. These totals do not reflect Patrol Checks.





Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month – 2020, 2019 & 2018



***NOTE:** UCR Simple Assaults Offenses totals are no longer included in the 2018 line graph.**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst