



**Agenda
City of Cocoa
Regular Meeting**

**April 22, 2025
6:00 PM**

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 22, 2025.
2. Minutes: Regular Meeting of February 25, 2025.

III. Awards and Presentations:

1. Recognize the 2024/25 Citizens Academy Graduates.
2. Presentation on the Marine Resources Council by Dr. Laura Wilson.

IV. Delegations:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related to the City's water and/or sewer system), and any person on any item on the agenda (except Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items), may address the City Council under Delegations by filling out a speaker card. Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. Consent Agenda:

1. Approve a Resolution Amending the FY 2025 Budget, BAF 25-049-A, to Recognize the Donation of a 10.9 Acre Conservation Easement Parcel ID #24-35-23-00-29 and .59 acres on parcel ID #24-35-23-00-775 from Allegra at Cocoa LLC and Capitalize the Land.

2. Approve a Resolution Amending the FY25 Budget, BAF 25-054-A, through the use of the FY24 Assigned Fund Balance Paving, in the amount of \$500,000, and Authorize expenditure to resurface various City streets in the amount of \$709,317 with V.A. Paving, using an existing piggy-back contract with Brevard County B-6-23-70 Paving Services. Approve a Contingency Resolution in the amount of \$20,000. Authorize the City Manager to issue the Purchase Order. Authorize the City Manager to issue Change Orders not to exceed \$20,000 for a maximum project cost of \$729,317.
3. Request approval of the revised FY2025 Pay Plan.
4. Approve Settlement Agreement in the case, City of Cocoa v. Brandes Design-Build Inc., et al., Case No. 2020-CA-030750, in the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida; Approve a Resolution Amending the FY25 Budget, BAF#25-055-A, T & ITF.
5. To Approve Participation in a Cooperative Purchase Agreement Utilizing the Racine County, Wisconsin, OMNIA Partners/Trane Contract #3341 effective September 1, 2022 through August 31, 2027 to Purchase Two (2) 1.5-Ton HVAC Split Systems for Building 2, One (1) 2.5-Ton HVAC AC Split Systems for Building 7, One (1) 2.0-Ton HVAC AC Split Systems for Building 8, and Two (2) 2.5-Ton HVAC AC Split Systems for Building 12 at the Dyal Water Treatment Plant.
6. Approve a 3-year service agreement contract with Stryker Sales, LLC for ProCare LifePak and LUCAS field repair services based off of a Savvik buying group cooperative contract # RFB-2024-06. At an annual cost of \$14,657.40 for a total cost of \$43,972.20.

VI. Public Hearings:

1. PZ 25-02800001 Michael C. Blake Subdivision – Lennar Homes Development Agreement for Affordable Housing and Purchase and Sale Agreement.
2. Conduct a Public Hearing to obtain citizen input and comments on housing and community services needs and approve recommendations on the FY 2025-2026 CDBG and HOME program funding.

VII. Council Business:

1. Presentation and adoption of the Cocoa Fire Strategic Plan by the Center of Public Safety.
2. Approval of Letter to Owners in the J&K advising of Public Hearing for Mandatory Connection to Sewer Ordinance.
3. Request City Council to approve Resolution #2025-022, to waive competitive bidding requirements and approval to amend the current agreement between

the City of Cocoa and Gehring Group, LLC for Employee Benefits Brokerage Services through June 2, 2025. To Approve participation in a Multi-Year Piggyback Agreement with RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company for continued benefit brokerage services utilizing the City of Tarpon Springs Agreement from June 3, 2025, to June 2, 2030, and any renewal terms of the agreement. Authorize the City Manager to execute the piggyback agreement, amendments and/or any renewal terms.

VIII. City Business:

1. Approve a Grant Application of \$1,800,000 ex post facto for the Nonpoint Source Management Grant for the Septic-to-Sewer Project on Indian River Drive. Authorize the City Manager to sign any documents related to the grant application.
2. Council discussion and direction regarding the creation of a trailhead with parking located on SR524 for access to City Parcel ID: 24-35-24-00-1.

IX. Informational Agenda:

1. 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.
2. 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.
3. FY 2025 March Budget Adjustment Report.
4. Informational Only - The City of Cocoa's Open Board Vacancies.
5. Bi-Weekly Report for April 4, 2025 - April 17, 2025.

X. Reports:

XI. Adjournment:

XII. Notice to the Public:

This is a public meeting. All interested parties may attend in person. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours

prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov. Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:

1. <https://tinyurl.com/s5e875r> or
2. <https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369D354-4FAB-800A-57D0AEE30153&Mode=MainBody>

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

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

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

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion.

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

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

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

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

CITY COUNCIL AGENDA ITEM

Memo Date: April 22, 2025
Agenda Date: April 22, 2025
File ID: 2025-256
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Approve the April 22, 2025, Regular City Council meeting agenda as written or with amendments.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the April 22, 2025, Regular City Council meeting agenda as written or with amendments.



**Agenda
City of Cocoa
Regular Meeting**

**April 22, 2025
6:00 PM**

65 Stone Street, Cocoa, FL 32922

This Agenda may be Amended up until or at the Meeting

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 22, 2025. (2025-256).
2. Minutes: Regular Meeting of February 25, 2025. (2025-257).

III. Awards and Presentations:

1. Recognize the 2024/25 Citizens Academy Graduates. (2025-349). (Comm. & Economic Development Director).
2. Presentation on the Marine Resources Council by Dr. Laura Wilson. (2025-357). (Dr. Laura Wilson)

IV. Delegations:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related to the City's water and/or sewer system), and any person on any item on the agenda (except Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items), may address the City Council under Delegations by filling out a speaker card. Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. Consent Agenda:

1. Approve a Resolution Amending the FY 2025 Budget, BAF 25-049-A, to Recognize the Donation of a 10.9 Acre Conservation Easement Parcel ID #24-35-23-00-29 and .59 acres on parcel ID #24-35-23-00-775 from Allegra at Cocoa LLC and Capitalize the Land. Announcement of Councilmember Hearn and Councilmember Goins to Attend the Florida League of Cities Legislative Action Days from March 23- March 26, 2025. (2025-323). (Finance Director)
2. Approve a Resolution Amending the FY25 Budget, BAF 25-054-A, through the use of the FY24 Assigned Fund Balance Paving, in the amount of \$500,000, and Authorize expenditure to resurface various City streets in the amount of \$709,317 with V.A. Paving, using an existing piggy-back contract with Brevard County B-6-23-70 Paving Services. Approve a Contingency Resolution in the amount of \$20,000. Authorize the City Manager to issue the Purchase Order. Authorize the City Manager to issue Change Orders not to exceed \$20,000 for a maximum project cost of \$729,317. (2025-251). (Public Works Director)
3. Request approval of the revised FY2025 Pay Plan. (2025-337). (Administrative Services Director)
4. Approve Settlement Agreement in the case, City of Cocoa v. Brandes Design-Build Inc., et al., Case No. 2020-CA-030750, in the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida. (2025-363). (City Attorney)
5. Approve a 3-year service agreement contract with Stryker Sales, LLC for ProCare LifePak and LUCAS field repair services based off of a Savvik buying group cooperative contract # RFB-2024-06. At an annual cost of \$14,657.40 for a total cost of \$43,972.20. (2025-233). (Fire Chief)
6. To Approve Participation in a Cooperative Purchase Agreement Utilizing the Racine County, Wisconsin, OMNIA Partners/Trane Contract #3341 effective September 1, 2022 through August 31, 2027 to Purchase Two (2) 1.5-Ton HVAC Split Systems for Building 2, One (1) 2.5-Ton HVAC AC Split Systems for Building 7, One (1) 2.0-Ton HVAC AC Split Systems for Building 8, and Two (2) 2.5-Ton HVAC AC Split Systems for Building 12 at the Dyal Water Treatment Plant. (2025-299). (Utilities Director)

VI. Public Hearings:

1. PZ 25-02800001 Michael C. Blake Subdivision – Lennar Homes Development Agreement for Affordable Housing and Purchase and Sale Agreement. (2025-326). (Planner)
2. Conduct a Public Hearing to obtain citizen input and comments on housing and community services needs and approve recommendations on the FY 2025-2026 CDBG and HOME program funding. (2025-352). (Community Services Director)

VII. Council Business:

1. Presentation and adoption of the Cocoa Fire Strategic Plan by the Center of Public Safety. (2025-234). (Fire Chief)

2. Approval of Letter to Owners in the J&K advising of Public Hearing for Mandatory Connection to Sewer Ordinance. (2025-328). (City Manager)
3. Request City Council to approve Resolution #2025-022, to waive competitive bidding requirements and approval to amend the current agreement between the City of Cocoa and Gehring Group, LLC for Employee Benefits Brokerage Services through June 2, 2025. To Approve participation in a Multi-Year Piggyback Agreement with RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company for continued benefit brokerage services utilizing the City of Tarpon Springs Agreement from June 3, 2025, to June 2, 2030, and any renewal terms of the agreement. Authorize the City Manager to execute the piggyback agreement, amendments and/or any renewal terms. (2025-273). (Administrative Services Director)

VIII. City Business:

1. Approve a Grant Application of \$1,800,000 ex post facto for the Nonpoint Source Management Grant for the Septic-to-Sewer Project on Indian River Drive. Authorize the City Manager to sign any documents related to the grant application. (2025-321). (City Manager)
2. Council discussion and direction regarding the creation of a trailhead with parking located on SR524 for access to City Parcel ID: 24-35-24-00-1. (24-377). (City Manager)

IX. Informational Agenda:

1. 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. (2025-342). (Finance Director)
2. Data showing the relation between the estimated and actual income and expenses to date. (2025-343). (Finance Director)
3. FY 2025 March Budget Adjustment Report. (2025-344). (Finance Director)
4. Informational Only - The City of Cocoa's Open Board Vacancies. (2025-361). (City Clerk)
5. Bi-Weekly Report for April 4, 2025 - April 17, 2025. (2025-362). (City Manager)

X. Reports:

XI. Adjournment

XII. Notice to the Public:

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CITY COUNCIL AGENDA ITEM

Memo Date: April 22, 2025
Agenda Date: April 22, 2025
File ID: 2025-257
Prepared By: Monica Arsenault, City Clerk
Through: Monica Arsenault, City Clerk
Requested Action: Approve the February 25, 2025 Regular City Council meeting minutes as written or with amendments.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the February 25, 2025 Regular City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

February 25, 2025

A Regular City Council Meeting was held on Tuesday, February 25, 2025, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 6:02 p.m.

Deputy Mayor Weeks provided the invocation, and Theresa Clifton led the assembly in the Pledge of Allegiance.

The City Clerk took the roll.

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

ABSENT:

OTHER STAFF MEMBERS PRESENT:

Abby Morgan, Public Works Director; Rebecca Bowman, Finance Director; Charlene Neuterman, Community Services Director; Jonathan Lamm, Fire Chief; Evander Collier, Police Chief; Jack Walsh, Utilities Director; Samantha Senger, Communications and Economic Development Director; Tammy Gemmati,

Administrative Services Director; Robert Beach, Chief Technology Officer; Luci Ribeiro, Planner; and Megan Crutcher, Help Desk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of February 25, 2025. (2025-117).

*** MOTION by Deputy Mayor Weeks; Seconded by Councilmember Koss to approve the agenda for the Regular City Council meeting of February 25, 2025 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: (a) Special Meeting of December 23, 2024. (2025-118).

*** MOTION by Councilmember Hearn; Seconded by Deputy Mayor Weeks to approve the minutes for the Special City Council meeting of December 23, 2024 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Minutes: (b) Regular Meeting of January 14, 2025. (2025-160).

*** MOTION by Councilmember Koss; Seconded by Deputy Mayor Weeks to approve the minutes for the Regular City Council meeting of January 14, 2025 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Proclamation: Proclaiming Saturday, April 5th, 2025 as an Arbor Day Event. (2025-141). (Mayor Blake)

Mayor Blake read the proclamation for Arbor Day into the record.

IV. Delegations:

Ms. Theresa Clifton, Brevard Humane Society, spoke about the Mardi Paws at the Park event and shared photos from the event. She thanked Council and staff for their continued support.

Ted Fore, 1700 Freda Trail, Brevard County, shared that he has reached out to Morgan Associates to get a ballpark estimate on how much it will cost to have water access installed for his property. He was told it would cost somewhere around \$250,000 as long as the Council and the City gives its blessing. He added that he will come back to a meeting at a later date for an update.

Chris McPherson, Endeavor Elementary, wished to thank Council on behalf of the students at Endeavor Elementary for the new crosswalk that was approved on Dixon Blvd. The students would like to invite Council and staff to their Spring Festival on March 8th.

V. Consent Agenda:

1. Approve Cooperative Purchasing Agreement with Cintas Inc. for Uniform Rentals and other Workplace Solutions based off the Omnia Partners/University of Nebraska Contract # 001299. (2025-134). (Finance Director)
2. Requesting a road closure date change and a road closure request outside of the CBD. (2025-136). (Comm. & Economic Development Director)
3. Accept Amendment Number 1 to Grant Agreement No.24PLN48 between the Florida Department of Environmental Protection (FDEP) and the City of Cocoa related to the additional services provided for the Vulnerability Assessment grant. Authorize the City Manager to execute the agreement. Approve a Budget Resolution to Amend the FY25 Budget, BAF # 25-041-A, in the amount of \$11,300 for the additional funding related to the additional services provided by the consultant. (2025-137). (Community Services Director)
4. To Approve a Sole Source Purchase of a Vapex™ Radical Odor Control System for the Jerry Sellers Water Reclamation Facility from Vapex Environmental Technologies

- of Cocoa, Florida, in the amount of \$155,000. Approve a Resolution to Waive Competitive Bidding, a Resolution for Project Contingency, and authorize the City Manager to sign any agreements, purchase orders, and change orders up to the authorized amount. (2025-140). (Utilities Director)
5. Authorize City Manager to issue purchase orders for six new vehicles utilizing available Cooperative Purchasing Agreements in accordance with the City's purchasing policy. Approve BAF# 25-040-T, shoring up the project budgets. (2025-151). (Public Works Director)
 6. Consideration of Financial Request from Cocoa High School. (2025-170). (Administrative Services Director)
 7. Announcement of Travel for Mayor Blake and City Manager Stockton Whitten to Washington D.C. from March 5th - March 7th, 2025. (2025-172). (City Manager)
 8. Approve a Resolution Amending the FY25 Budget, BAF#25-039-A, in the amount of \$200,000 from Assigned Fund Balance for Economic Incentives for the following projects: NEPA Environmental Analysis for the FSP Grant for the Brightline Station, Design for the Brightline Station, and conservation credits needed for the surrounding land. (2025-175). (Comm. & Economic Development Director)
 9. To Approve the Final Ranking of the Firms for RFQ Q-25-03-COC, Engineering Services for the Pineda Causeway Phase 2 Water Main Design Project; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Top-Ranked Firm, and with the Second-Ranked Firm if Negotiations with the Top-Ranked Firm are Unsuccessful, in an Amount Not to Exceed \$1,335,000 for Design Services. (2025-126). (Utilities Director)
- * **MOTION by Councilmember Hearn; Seconded by Deputy Mayor Weeks to approve the Consent agenda.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Cirrus Final Plat. (2025-127). (Planner)

Ms. Ribeiro provided a presentation¹ and explained the item.

Mayor Blake opened the Hearing to the public.

Ted Fore, 1700 Freda Trail, Brevard County, shared his concerns regarding runoff water and the influx of traffic. He asked Council to consider these concerns while they're moving forward with the project.

There being no further questions or comments, the public portion of the Hearing was closed.

- * **MOTION by Mayor Blake; Seconded by Councilmember Koss to approve the Final Subdivision Plat for one (1) parcel of real property totaling approximately 15.74 acres, to be subdivided into two (2) lots (Lots 1A and 1B), known as Cirrus Subdivision and a commercial outparcel. This request is consistent with Chapter 18 (Subdivisions) and Appendix A (Zoning) of the City Code and is subject to the following conditions:**

- **The final plat shall be recorded with the Clerk of the Circuit Court of Brevard County within 30 days of City Council approval.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. Travel Authorization for IEMO Conference Attendance. (2025-171). (Administrative Services Director)

Ms. Gemmati explained that the City budgets for Council to attend various conferences throughout the year, however this year the City has budgeted for two members to attend the IEMO conferences, and three members are asking to attend. Staff is asking for direction on which Councilmembers would like to attend the IEMO conference this year.

Councilmember Goins asked if staff can increase the budget for next year to allow for more members of Council to attend. In response, Ms. Gemmati responded affirmatively.

¹ Exhibit A: Cirrus Final Plat Presentation

- * **MOTION by Councilmember Koss; Seconded by Councilmember Goins to authorize Councilmember Goins to attend the Advanced IEMO in March and for Deputy Mayor Weeks to attend the IEMO I in June.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion. (2025-176). (City Manager)

Councilmember Koss announced that she would be recusing² herself from voting on this item as she resides in the subject area that would directly be affected. Additionally, before removing herself from the dais, she asked to share five facts with the Council and read them aloud.

Deputy Mayor Weeks spoke about the project and shared that she feels very passionate about it. She feels that there is plenty of grant money that the City could pursue to help cover the costs. She added that the constituents she's spoken to are in support of the project and would like it to get done.

Mr. Walsh provided clarification regarding the SOIRL projects taking place in Sharpes.

City Manager Whitten shared that the Save Our Indian River Lagoon Program (SOIRL) and ½ penny sales tax was approved by the voters of Brevard County with the purpose of removing phosphorus and nitrogen from entering and further polluting the Indian River Lagoon. Two areas within the City of Cocoa along Indian River Drive were identified as areas requiring improvement. To justify the tax and present the case to the voters, Brevard County Commissioned a study by the consulting firm Tetra Tech. In addition to identifying the major causes of pollutants into the Indian River Lagoon the Tetra Tech study also identified acceptable approaches and projects for improving the lagoon. In the areas with the City of Cocoa known as "J" and "K" the two approaches for improving the lagoon were identified as:

- 1) Advanced Septic System Replacements
- 2) Conversions from traditional Septic to Sewer Systems

² Exhibit B: Councilmember Koss Voting Form 8B

Staff have consistently advised that the Council should address the following policy matters prior to a decision on whether to go forward with the project.

- Who pays for cost overruns if they occur, the homeowners within the J&K project area or the water and sewer rate payers within the regional utility?
- Can and/or will the Council mandate mandatory connections for homeowners within the J&K project area? Does this policy have to be a city-wide policy?
- What will be the penalty for not complying with the mandatory connection requirement?
- How will the City address non-compliance?

At its January 17, 2025 meeting the SOIRL committee unanimously recommended against providing any additional funding for the project.

In general, the City Attorney's position is that the City Council can legally adopt an ordinance requiring J&K property owners to connect to the city's sewer system because the proposed sewer line improvement provides a direct and special benefit to those properties and the J&K project will be funded, in whole or in part, by a special funding source ("SOIRL Tax", debt financing, etc.). The connection mandate is also supported by Section 381.00655, Florida Statutes which provides that an owner of a functioning onsite sewage treatment and disposal system (aka "septic tank") "must connect the ... building's plumbing to an available publicly owned ... sewerage system within 365 days after written notification [by the city] that the system is available for connection." Section 381.00655 also requires property owners to pay connection charges. The ordinance will emphasize the public purpose of the Save our Indian River Lagoon Program and require a mandate for any other similar projects in the future, if any.

State law supports local government efforts to mandate sewer connections to publicly available sewer systems. If the J&K project proceeds, the City will have to exhaust all available remedies at law to require that J&K property owners connect to the constructed sewer line improvement funded in whole or in part by SOIRL. Such remedies should include seeking injunctions to compel connection against any J&K property owner who refuses to connect timely to the City's sewer system once it becomes available.

Furthermore, there are funding risks associated with the J&K project which should be mitigated to protect the City from financial losses. Such financial risks may include: (1) project costs in excess of available SOIRL funding; and (2) an anticipated SOIRL claw-back provision in the funding agreement based on some properties refusing to timely connect to the sewer line project funded by SOIRL tax money. Because the J&K project primarily provides a specific and direct benefit to the 88 affected properties, a special assessment is a legally sound approach to enforce recovery of project cost overruns and claw-backs. The City Council should seriously consider a special assessment if the decision is to proceed with the project.

Furthermore, the City Council must be made aware that the City has a combined water and sewer utility enterprise fund. A special assessment approach ensures that the property owners receiving the benefit from the J&K project contribute proportionally to the cost associated with the project, preventing the other water and sewer rate payers from subsidizing costs that should be borne by the benefiting properties.

In summary, staff believes the options are as follows:

1. Withdraw the sewer infrastructure project and let the homeowners submit and qualify for advanced septic treatment funding from SOIRL.
2. Mandatory Participation. Require all homeowners to connect to the sewer system once completed. The Council must determine how cost overruns are funded. If cost overruns for public infrastructure are greater than SOIRL funding and any applicable grants, the cost above the available funding will be paid for by Regional Utility Rate Payers or J&K Project Area Homeowners.

Mayor Blake opened the item for public input.

Mr. Frank Sullivan, 1705 N. Indian River Dr., spoke in favor of the project and added that the money is out there if the City would just go out and pursue it. He feels that there are too many excuses being made and he'd like Council to approve this project.

Janice Smith, 2107 Clairemont Dr., Cocoa, stated that this agenda item is very important for the health of the Indian River and for all Cocoa residents. The residents of Brevard voted and passed a tax for the sole purpose of cleaning the river which shows that the public is supportive of the City applying for grants. She noted that as of right now, Cocoa's water quality is described as the poorest in Brevard due to septic seepage from septic tanks.

Vinny Taranto, 313 Tenth Ter., Indiatlantic, spoke about the project and spoke about why the request for funding was denied by SOIRL. As he used to serve on the SOIRL Board, he suggested that staff pursue grant funding. As a longtime supporter of the lagoon, he feels that sewer, where available, is going to be preferential. He wished to point out that the City could upgrade to advanced septic right now, but who is to say another mandate won't require another update in twenty years.

Linda Dolphin, 2100 N. Indian River Dr., Cocoa, talked about how she learned about the project and the community meetings that she and Councilmember Koss held to try and understand it better. She shared that this project will not affect her one way or another, however she thinks this will be better overall for the lagoon. She thanked

Deputy Mayor Weeks, Councilmember Hearn and Councilmember Goins for being champions for the project and asked Council to approve the project so it can at least go out to bid.

Lawrence Koss, 2115 N. Indian River Dr., Cocoa, spoke about the importance of the lagoon and pointed out that when people dump things such as cleaning chemicals or medications down the drain, it goes into their septic system and then into the lagoon. He asked Council to consider the marine life that lives there and the overall health of the lagoon.

Pete Ollavaria, 2515 MacFarland Dr., spoke about the project and is glad to see so many speakers come out to try and collectively solve this issue. He asked why another bid isn't obtained so that staff can report back to SOIRL with updated and possibly lower numbers.

James Smith, 2107 Clairemont Dr., Cocoa and has lived there for forty-five years. He listened to questions this evening on how mandatory hookups would be enforced, which has then led him to question how advanced septic would be enforced if that's the path that Council decides to select.

There being no further questions or comments, Mayor Blake closed the item to the public.

City Manager Whitten talked about the City's policies and ordinances and pointed out that staff does not speak negatively on projects, they simply reinforce policy and march to the orders given by the Council.

Mayor Blake pointed out that only three households of the eighty-eight homes showed up to show support of the project this evening. He added that he's talked to several other citizens that live in that area and they are not in favor of the project because they have already paid to have advanced septic installed.

*** MOTION by Councilmember Hearn; Seconded by Deputy Mayor Weeks to move forward with the septic to sewer project and put it out to bid with the following conditions:**

- 1) Mandate all 88 homes to hook up**
- 2) Utilize all available grant money**
- 3) Any cost overruns will be paid by the 88 homeowners through a combination of a one-time hookup fee and a special assessment to pay down the debt**
- 4) Use all State and local remedies to enforce mandatory hookups**

City Attorney Garganese provided clarification regarding special assessments.

THE VOTE ON THE MOTION WAS:

AYES: Weeks, Hearn, Goins

NAYES: Blake

THE MOTION CARRIED (3-1)

IX. Informational Agenda:

1. 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. (2025-157). (Finance Director)
2. Data showing the relation between the estimated and actual income and expenses to date. (2025-158). (Finance Director)
3. FY 2025 January Budget Adjustment Report. (2025-159). (Finance Director)
4. Informational Only - The City of Cocoa's Open Board Vacancies. (2025-162). (Administrative Services Director)
5. Bi-Weekly Report for February 6 - February 20, 2025. (2025-169). (City Manager)

X. Reports:

Councilmember Goins shared photos from events he recently attended, including the Big Brunch event with Family Promise of Brevard as well as a fundraiser at Cocoa High School.

Deputy Mayor Weeks asked if anything can be done about the big tractor trailers idling along SR 524 and I-95 waiting to get into the Walmart Distribution Center. In response, City Manager Whitten stated that he will send a message to FDOT to see if anything can be done.

Councilmember Koss provided a District 4 update. She talked about the Central Florida MPO Alliance meeting she attended as well as the Space Coast TPO meeting and the new members that have recently joined.

Councilmember Hearn shared that he has received a lot of good feedback from constituents the last few weeks. He also talked about a few events he recently attended and thanked Council for their investment in the City's parks. He added that he is excited to see them grow and flourish over the next several years.

Mayor Blake shared that he attended the 2nd Annual Founders Monument Prayer Breakfast and shared several photos from the event.

He also thanked Cocoa High School and recognized their valedictorian for this upcoming year.

XI. Adjournment:

- * MOTION by Deputy Mayor Weeks; Seconded by Councilmember Goins to adjourn the Regular meeting of February 25, 2025.**

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:14 p.m.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk



Cirrus Final Subdivision Plat

City Council Agenda Item 2025-127

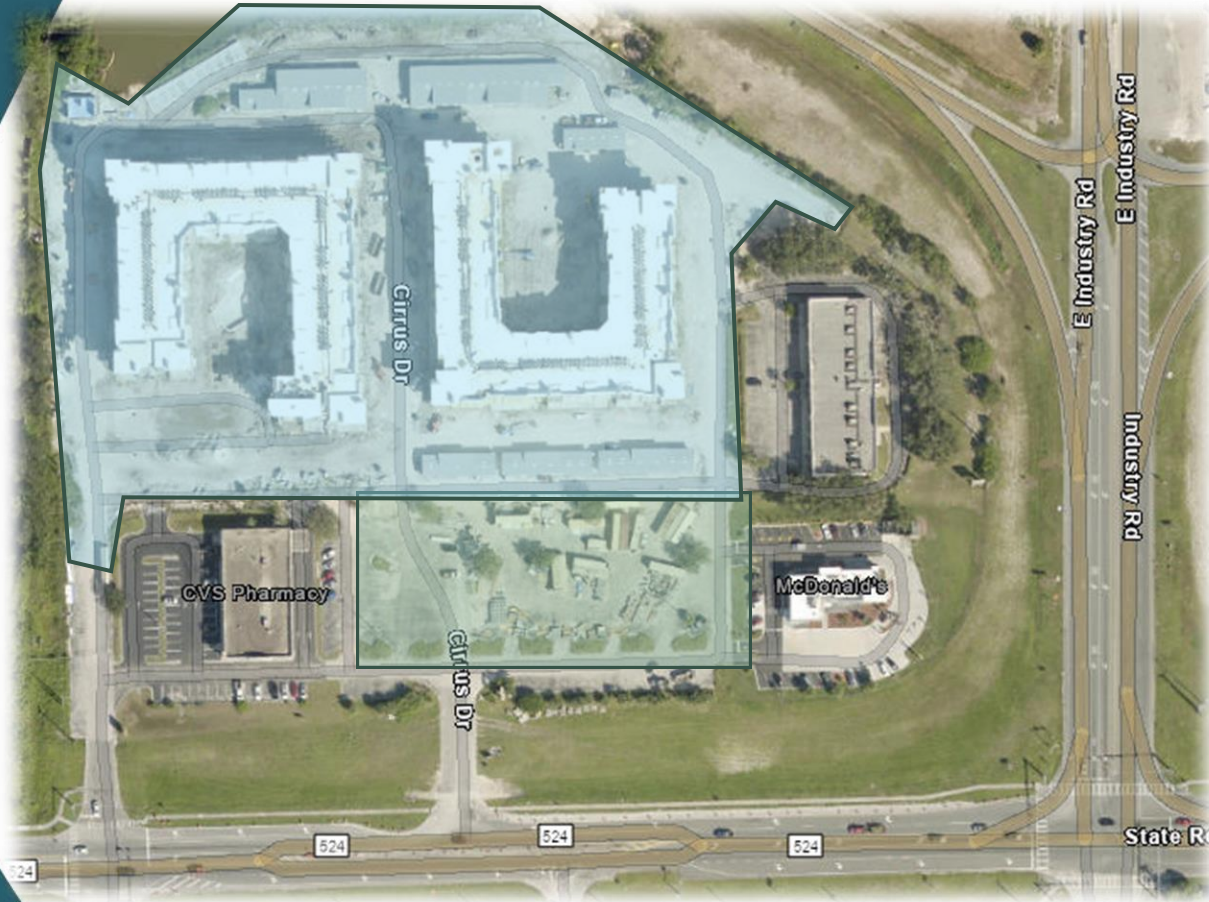
February 25, 2025



Cirrus Final Subdivision Plat

Agenda Item 2025-127

Project Overview



- Consideration of a Final Plat for a 15.74-acre property
- Subdivision into two lots (Lots 1A and 1B)
- Mixed-use development: 280 apartment units & future commercial use
- Located along State Road 524
- Development Agreement recorded on March 22, 2021
- Final PUD/Preliminary Subdivision/Site Plan approved in March 2021





Cirrus Final Subdivision Plat

Agenda Item 2025-127



Cirrus Final Subdivision Plat

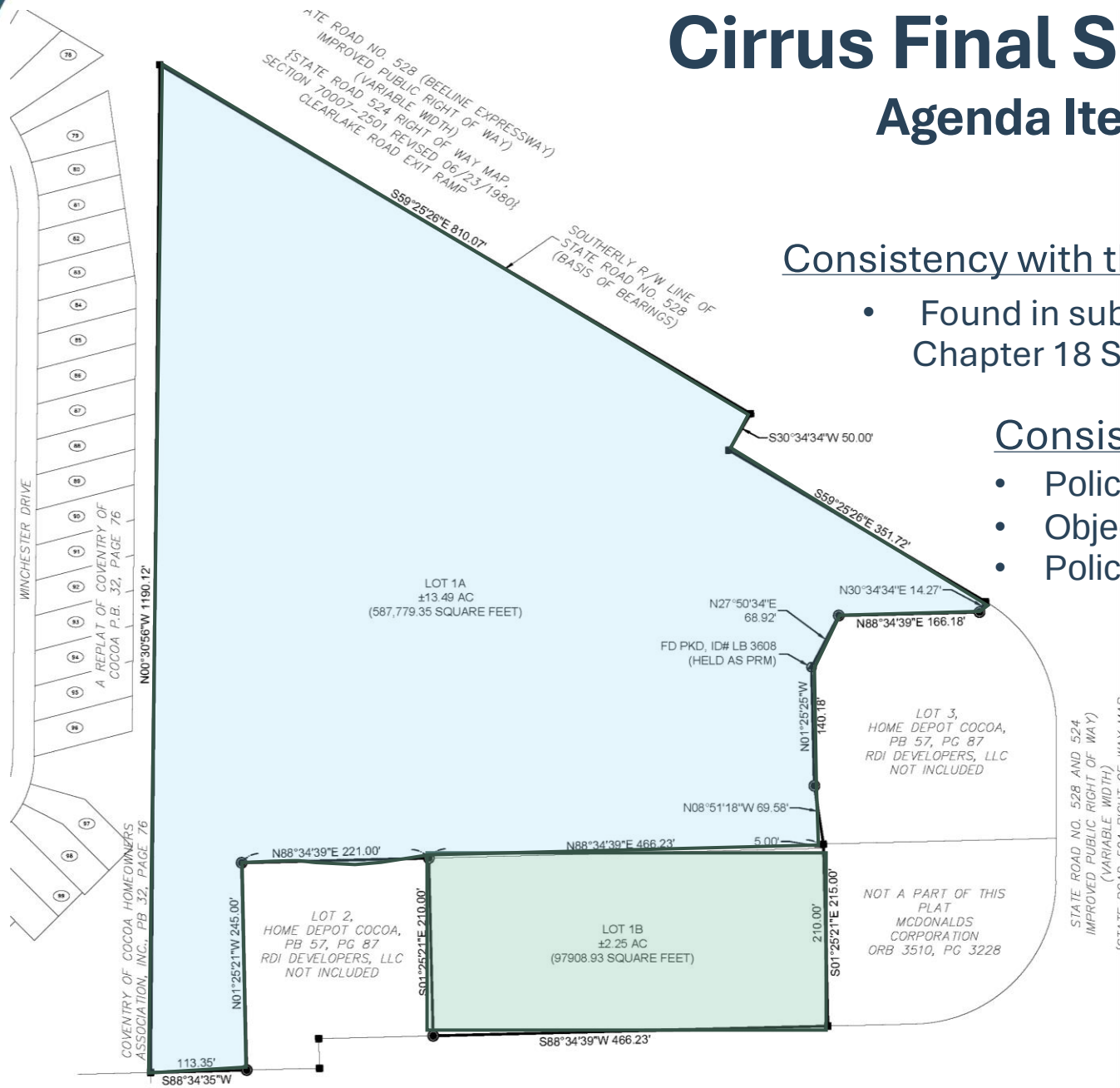
Agenda Item 2025-127

Consistency with the Code of the City of Cocoa

- Found in substantial compliance with Chapter 18 Subdivisions

Consistent with Comp Plan policies

- Policy 1.1.2.9
- Objective 1.1.9
- Policy 1.1.10.3



Cirrus Final Subdivision Plat

Agenda Item 2025-127

Recommendations

Approval of a FINAL SUBDIVISION the Final Subdivision Plat known as Cirrus Subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code and with the following conditions:

- The final plat shall be recorded with the Clerk of the Circuit Court of Brevard County within 30 days of approval by City Council.**

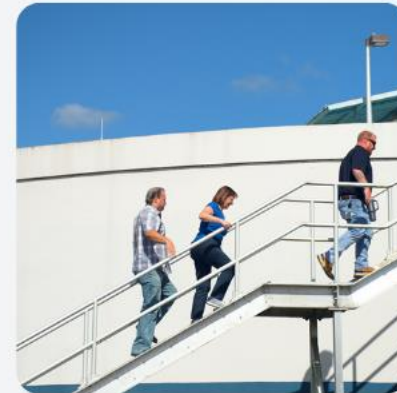




QUESTIONS

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FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Koss-Lorraine-Loken		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Cocoa City Council	
MAILING ADDRESS 65 Stone Street		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Cocoa	COUNTY Brevard	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED 2/25/2025		NAME OF POLITICAL SUBDIVISION: District 4	
		MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Lorraine Koss, hereby disclose that on February 25, 20 25 :

(a) A measure came or will come before my agency which (check one or more)

- ☒ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____ ;
- ☐ inured to the special gain or loss of my relative, _____ ;
- ☐ inured to the special gain or loss of _____ , by
whom I am retained; or
- ☐ inured to the special gain or loss of _____ , which
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I am one of 88 homeowners potentially eligible for hooking up to sewer. The vote is whether to proceed with Project J & K of the SOIRL Septic to Sewer program.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

2/25/2025

Date Filed

Signature 

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

CITY COUNCIL AGENDA ITEM

Memo Date: April 22, 2025
Agenda Date: April 22, 2025
File ID: 2025-349
Prepared By: Samantha Senger, Communications & Economic Development Manager
Through: Stockton Whitten, City Manager
Requested Action: Recognize the 2024/25 Citizens Academy Graduates.

BACKGROUND:

In October of 2024, the newest class of residents and business owners started the annual Citizens Academy program. They have visited and learned from each Department in the City of Cocoa and will now be recognized for their commitment to the program.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

PREVIOUS ACTION:

This is the 6th Citizens Academy class.

RECOMMENDED MOTION:

Recognize the 2024/25 Citizens Academy Graduates.



Citizens Academy 2025





Session 1

Welcome & Local Government





Session 2

Finance





Session 3

Dyal Water Treatment Plant Tour





Session 4

Community Services





Session 6

Water/Sewer Field Operations/Sellers Water Reclamation





Session 7

Emergency Operations





Session 8

Public Works





Session 8

Police Department





Session 9

Fire Department





Session 10

Citizen Engagement





Congratulations Graduates

Connor Burk

Ben Rader

Tammy Findlay-Bell

Marlane Twadell

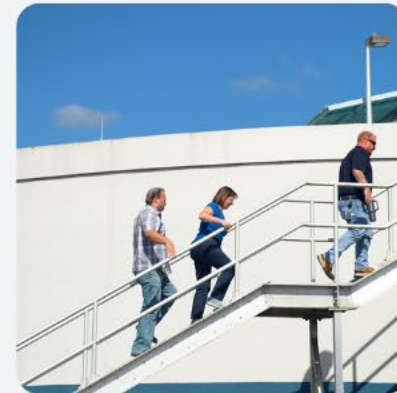
Jody Hatcher

Gloria Weatherspoon

Jennifer Pizarro

Rosalyn Welch





CITY COUNCIL AGENDA ITEM

Memo Date: April 22, 2025
Agenda Date: April 22, 2025
File ID: 2025-357
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Presentation on the Marine Resources Council by Dr. Laura Wilson. No action required.

BACKGROUND:

This presentation was requested by Councilmember Lorraine Koss.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Presentation on the Marine Resources Council by Dr. Laura Wilson. No action required.

CITY COUNCIL AGENDA ITEM

Memo Date: April 22, 2025
Agenda Date: April 22, 2025
File ID: 2025-323
Prepared By: Zoie Badalov, Senior Budget Analyst
Through: Rebecca Bowman, Finance Director
Requested Action: Approve a Resolution Amending the FY 2025 Budget, BAF 25-049-A, to Recognize the Donation of a 10.9 Acre Conservation Easement Parcel ID #24-35-23-00-29 from Allegra at Cocoa LLC and Capitalize the Land.

BACKGROUND:

The City of Cocoa and Allegra at Cocoa, LLC, entered into a Pre-Development Agreement and Restrictive Covenant on September 14, 2023. Allegra at Cocoa, LLC sought to develop up to 312 multifamily units on SR 524, and the City previously, on January 10, 2023, approved via Resolution 2023-008 Allegra's request for authorization to proceed with the project in accordance with Florida Statute Sections 166.04151(6) and 420.0004 and to permit multifamily residential as an allowable land use on the property despite its current Commercial future land use designation and General Commercial zoning.

Allegra at Cocoa, LLC closed on the property on June 6, 2024, and the Special Warranty Deed is recorded in the Official Records of Brevard County, Book 10084, Page 1715. However, at the same time and prior to recording the Pre-Development Agreement, Allegra also executed an Amended and Restated Development Agreement and Restrictive Covenant and a Mortgage, Security Agreement, and Assignment of Rents ("Mortgage") to International Bank of Commerce.

The Amended and Restated Development Agreement and Restrictive Covenant includes a Joinder and Subordination by International Bank of Commerce, subordinating the Mortgage to the City's Agreement. Further, additional changes were made to reflect that the sale of the property to Allegra has closed, that the site plan has now been approved by the Planning and Zoning Board, and that Allegra at Cocoa no longer intends to place a conservation easement on the property that will be conveyed to the City. Other additional minor changes were made in the Amended and Restated Development Agreement and Restrictive Covenant.

One of the obligations of the initial agreement was the requirement to convey the 11.49-acre portion of the property to the City as 2 parcels of land (Tax Acct 3038514 (10.9 acres) & Tax Acct 2407170 (0.59 acres)), located on the north side of SR HWY 524, west of Cox Rd and east of I-95, from Allegra at Cocoa LLC in consideration of the tree mitigation contribution waiver, per the Sections 4.0 & 5.0 of the Development Agreement. These pieces of land have been donated in recorded by the Brevard County Property Appraiser as of January 10, 2025 for 10.9 acres on parcel ID #24-35-

23-00-29 and .59 acres on parcel ID #24-35-23-00-775. The value of the land as shown on the Brevard County Property Appraiser's website is a total of \$214,300. Value attributed to each parcel is prorated based on the acreage of each parcel relative to the whole. BAF 25-049-A amends the FY2025 budget to recognize the donation of the land easement and the capital outlay related to the donation.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure
Economic and Community Development

BUDGETARY IMPACT:

Budgeted? No

If not budgeted, is amendment / transfer attached? Yes

Source/Use of Funds

<u>Account Number</u>	<u>Amount</u>
Parcel one (10.9 Acre)	
001-0000-366.00-00	\$203,296
001-3520-572.61-00	\$203,296
Parcel two (.59 Acre)	
001-0000-366.00-00	\$11,004
001-3520-572.61-00	\$11,004

PREVIOUS ACTION:

January 10, 2023 - Resolution 2023-008 Approved Multi-family affordable housing use on

Commercial Property

September 14, 2023 - Pre-Development Agreement Executed

June 6, 2024 - Allegra at Cocoa, LLC closed on the property

October 10, 2024 - Approved the Amended and Restatement Development Agreement and Restrictive Covenant with Allegra at Cocoa, LLC.

RECOMMENDED MOTION:

Approve a Resolution Amending the FY 2025 Budget, BAF 25-049-A, to Recognize the Donation of a 10.9 Acre Conservation Easement Parcel ID #24-35-23-00-29 from Allegra at Cocoa LLC and Capitalize the Land.

RESOLUTION NO. 2025-2023

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF COCOA, FLORIDA, AMENDING THE CITY
OF COCOA BUDGET FOR FISCAL YEAR 2025;
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, 2024, and ending on September 30, 2025, at a Special meeting held on September 17, 2024; 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 2025 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at a Regular City Council meeting assembled on the 22nd day of April, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk

BOUNDARY SURVEY

LEGAL DESCRIPTION:

FULL DONATION PARCEL

A PARCEL OF LAND BEING THAT PORTION OF THE SOUTH 1/2 OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE NORTH 00° 18' 07" EAST, ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23, 501.40 FEET; THENCE SOUTH 89° 41' 53" EAST, 129.30 FEET; THENCE NORTH 00° 47' 28" WEST, 56.65 FEET; THENCE NORTH 04° 25' 12" WEST, 45.00 FEET; THENCE NORTH 04° 00' 57" EAST, 45.78 FEET; THENCE NORTH 06° 41' 40" WEST, 39.08 FEET; THENCE NORTH 47° 06' 12" EAST, 57.74 FEET; THENCE SOUTH 78° 13' 47" EAST, 55.21 FEET; THENCE NORTH 59° 18' 40" EAST, 47.80 FEET; THENCE NORTH 66° 31' 33" EAST, 32.85 FEET; THENCE SOUTH 82° 12' 08" EAST, 31.72 FEET; THENCE NORTH 36° 44' 38" EAST, 46.38 FEET; THENCE SOUTH 77° 26' 24" EAST, 55.08 FEET; THENCE SOUTH 64° 15' 45" EAST, 41.14 FEET; THENCE SOUTH 75° 23' 43" EAST, 4.39 FEET; THENCE NORTH 42° 15' 48" EAST, 7.65 FEET; THENCE NORTH 02° 52' 38" EAST, 56.12 FEET; THENCE NORTH 57° 48' 39" EAST, 55.72 FEET; THENCE NORTH 28° 48' 54" EAST, 37.66 FEET; THENCE NORTH 56° 38' 58" EAST, 29.87 FEET; THENCE NORTH 79° 16' 48" EAST, 12.92 FEET; THENCE NORTH 27° 33' 08" EAST, 14.32 FEET; THENCE NORTH 64° 39' 17" EAST, 22.89 FEET; THENCE NORTH 10° 17' 59" EAST, 33.56 FEET; THENCE SOUTH 77° 00' 08" EAST, 54.00 FEET; THENCE SOUTH 00° 18' 04" WEST, 944.34 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE NORTH 89° 40' 39" WEST, ON SAID SOUTH LINE, 309.23 FEET; THENCE SOUTH 00° 16' 55" WEST, ON THE EAST LINE OF THE WEST 1/4 OF THE NORTHWEST QUARTER OF THE SOUTHEAST 1/4 OF SAID SECTION 23, 404.42 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 524; THENCE SOUTH 53° 23' 22" WEST, ON SAID NORTHERLY RIGHT-OF-WAY LINE, 75.02 FEET; THENCE NORTH 00° 16' 55" EAST, 449.50 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE NORTH 89° 40' 39" WEST, ON SAID SOUTH LINE, 270.82 FEET TO THE **POINT OF BEGINNING**, CONTAINING 11.49 ACRES OF LAND, MORE OR LESS.

SHEET 1 OF 3
SEE SHEET 2 FOR SKETCH
SEE SHEET 3 FOR LINE TABLE
AND SURVEYOR'S NOTES

12/09/2024, REVISED PER COUNSEL COMMENTS
REVISIONS: 08/15/2024, ADDED SCHEDULE B-II ITEMS



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(407) 654-5355 FAX (407) 654-5356

CERTIFIED TO:

CITY OF COCOA, A FLORIDA MUNICIPAL CORPORATION; ALLEGRA AT COCOA, LLC;
CHICAGO TITLE INSURANCE COMPANY; STERNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17.051, F.A.C., PURSUANT TO SECTION 472.027, FLORIDA STATUTES (SUBJECT TO NOTES HEREON).

JOB NO. 20240571

DATE: 08/09/2024

SCALE: N/A

CALCULATED BY: N/A

DRAWN BY: E.SEGURA

CHECKED BY: JAS

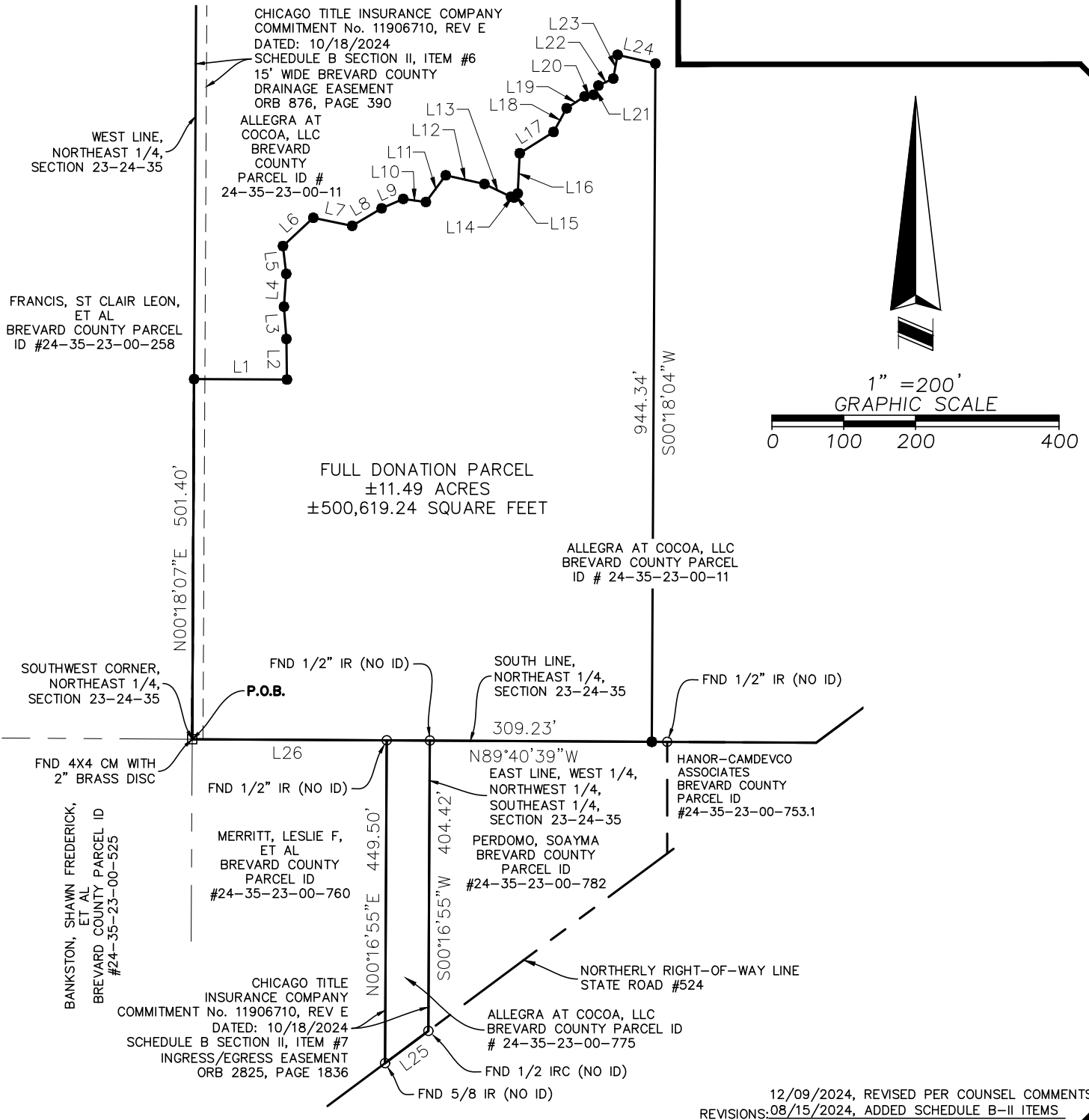
FOR THE LICENSED BUSINESS #8627 BY:



Digitally signed by James A Shabluk
DN: cn=JAS,
e=jshabluk@allen-company.com,
o="Allen & Company, Inc.", cn=James
A Shabluk
Date: 2024.12.09 12:52:17-05'00'

JAMES A. SHABLUK, P.S.M. #7027

BOUNDARY SURVEY



12/09/2024, REVISED PER COUNSEL COMMENTS
REVISIONS: 08/15/2024, ADDED SCHEDULE B-II ITEMS

SYMBOL AND ABBREVIATION LEGEND:

FND	FOUND	P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
ID	IDENTIFICATION	#	NUMBER
IRC	IRON ROD WITH CAP	○	FOUND IRON ROD
LB	LICENSED BUSINESS	●	SET CAPPED IRON ROD (LB6723)
P.O.B.	POINT OF BEGINNING		
P.O.C.	POINT OF COMMENCEMENT		

JOB NO. 20240571
DATE: 08/09/2024
SCALE: 1" = 200'

SHEET 2 OF 3
SEE SHEET 1 FOR LEGAL
DESCRIPTION
SEE SHEET 3 FOR LINE TABLE
& SURVEYOR'S NOTES

NOT VALID WITHOUT
SHEETS 1 THROUGH 3



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(407) 654-5355 FAX (407) 654-5356

BOUNDARY SURVEY

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S89°41'53"E	129.30'
L2	N00°47'28"W	56.65'
L3	N04°25'12"W	45.00'
L4	N04°00'57"E	45.78'
L5	N06°41'40"W	39.08'
L6	N47°06'12"E	57.74'
L7	S78°13'47"E	55.21'
L8	N59°18'40"E	47.80'
L9	N66°31'33"E	32.85'
L10	S82°12'08"E	31.72'
L11	N36°44'38"E	46.38'
L12	S77°26'24"E	55.08'
L13	S64°15'45"E	41.14'
L14	S75°23'43"E	4.39'
L15	N42°15'48"E	7.65'
L16	N02°52'38"E	56.12'
L17	N57°48'39"E	55.72'
L18	N28°48'54"E	37.66'
L19	N56°38'58"E	29.87'
L20	N79°16'48"E	12.92'
L21	N27°33'08"E	14.32'
L22	N64°39'17"E	22.89'
L23	N10°17'59"E	33.56'
L24	S77°00'08"E	54.00'
L25	S53°23'22"W	75.02'
L26	N89°40'39"W	270.82'

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SECTION 23-24-35 BEING NORTH 00°18'07" EAST FOR ANGULAR DETERMINATION ONLY.
2. THERE MAY BE ENVIRONMENTAL ISSUES AND/OR OTHER UNRECORDED MATTERS REGULATED BY VARIOUS DEPARTMENTS OF FEDERAL, STATE OR LOCAL GOVERNMENTS AFFECTING THE SUBJECT PROPERTY NOT SHOWN ON THIS SURVEY.
3. THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JAMES A. SHABLUK, P.S.M. #7027 ON THE DATE/TIME STAMP SHOWN USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
3. THE PROPERTY AS DESCRIBED HEREON CONTAINS 500,619.24 SQUARE FEET OR 11.49 ACRES MORE OR LESS.
4. BEARINGS AND DISTANCES DEPICTED HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA EAST ZONE-NAD83 2011).
5. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.
6. NO PROPERTY IMPROVEMENTS WERE OBSERVED AT THE TIME OF SURVEY.
7. THIS SURVEY WAS MADE WITH THE BENEFIT OF CHICAGO TITLE INSURANCE COMPANY'S TITLE COMMITMENT FILE NO. 11906710 REV E, EFFECTIVE OCTOBER 18, 2024.
8. LAST DATE IN FIELD: 08/01/2024

12/09/2024, REVISED PER COUNSEL COMMENTS
REVISIONS: 08/15/2024, ADDED SCHEDULE B-II ITEMS



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16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355 FAX (407) 654-5356

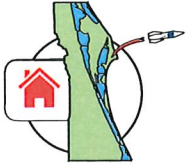
JOB NO. 20240571

DATE: 08/09/2024

SCALE: N/A

SHEET 3 OF 3
SEE SHEET 1 FOR LEGAL
DESCRIPTION
SEE SHEET 2 FOR SKETCH

NOT VALID WITHOUT
SHEETS 1 THROUGH 3

**Dana Blickley, CFA, Brevard County Property Appraiser**

Titusville • Viera • Melbourne • Palm Bay

(321) 264-6700

www.BCPAO.us

Disclaimer

REAL PROPERTY DETAILS
Account 3038514 - Roll Year 2024

Owners	COCOA, CITY OF
Mailing Address	65 STONE ST COCOA FL 32922
Site Address	NONE
Parcel ID	24-35-23-00-29
Taxing District	13D0 - COCOA
Exemptions	NONE
Property Use	8080 - MUNICIPALLY OWNED LAND - VACANT
Total Acres	10.90
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Subdivision	--
Land Description	THAT PART OF ORB 10249 PG 395 LYING IN S 1/2 OF NE 1/4

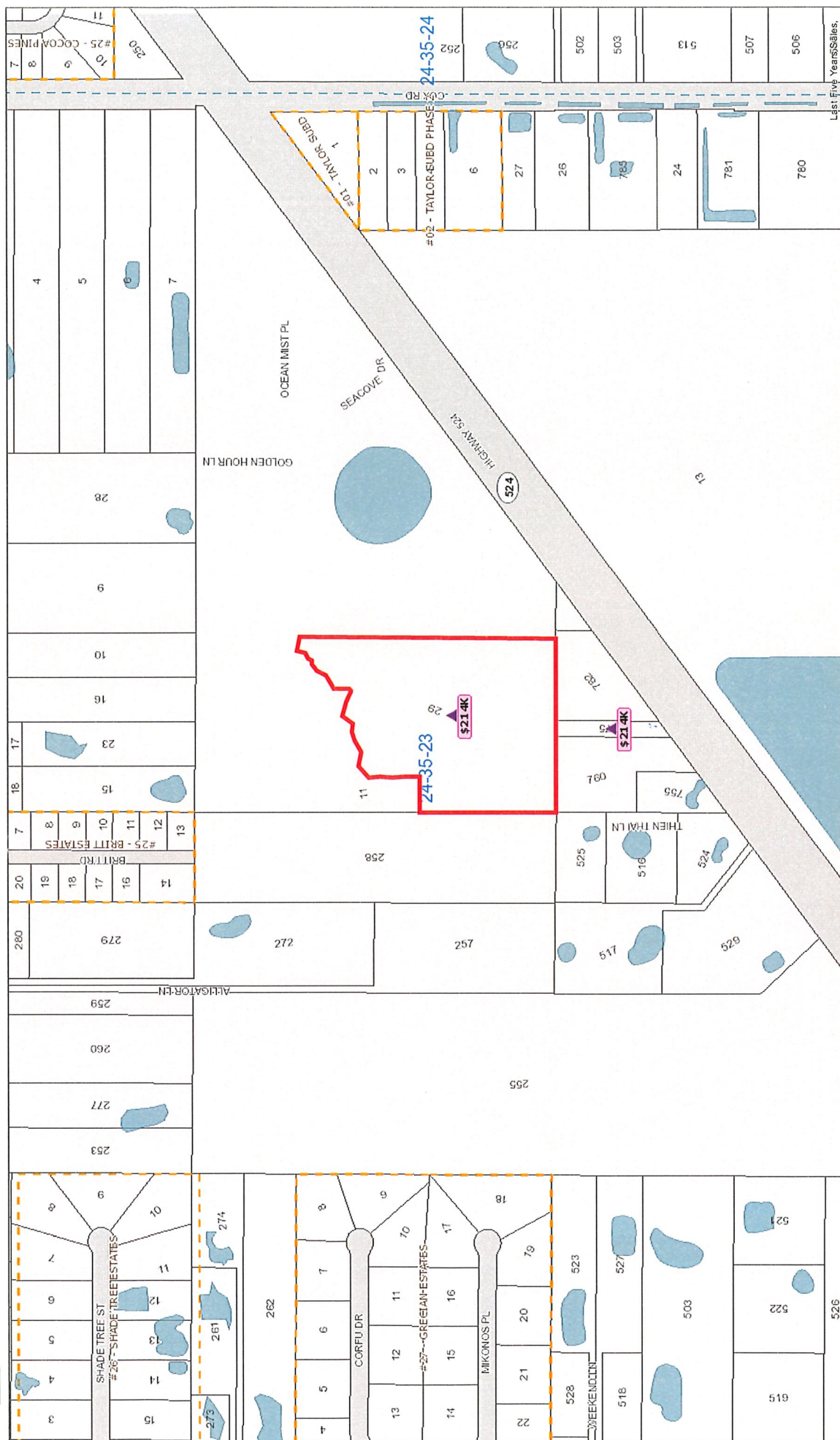
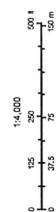
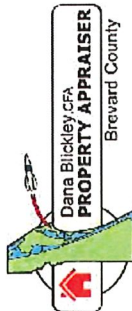
**VALUE SUMMARY**

Category	2024	2023	2022
Market Value	\$0	\$0	\$0
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$0	\$0	\$0
Assessed Value School	\$0	\$0	\$0
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$0	\$0	\$0
Taxable Value School	\$0	\$0	\$0

SALES / TRANSFERS

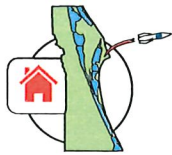
Date	Price	Type	Instrument
01/10/2025	\$214,300	WD	10249/0395

No Data Found



All BCPAO maps and/or map applications are maintained for assessment and illustrative purposes only and do not represent surveys, plats, or any other legal instrument. Likewise, measurement and location tools are for assessment and illustrative purposes only and do not necessarily reflect real-world conditions. Due to the nature of Geographic Information Systems (GIS) and cadastral mapping, map layers may not precisely align and may not represent precise location, shape, and/or legal boundaries. Only a Florida-licensed surveyor can determine legally-relevant property boundaries, elevation, area, and/or location in Florida.

Map created March 19, 2025 (map data dates may vary)

**Dana Blickley, CFA, Brevard County Property Appraiser**

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(321) 264-6700

www.BCPAO.us[Disclaimer](#)**REAL PROPERTY DETAILS**
Account 2407170 - Roll Year 2024

Owners	COCOA, CITY OF
Mailing Address	65 STONE ST COCOA FL 32922
Site Address	NONE
Parcel ID	24-35-23-00-775
Taxing District	1800 - UNINCORP DISTRICT 1
Exemptions	NONE
Property Use	8080 - MUNICIPALLY OWNED LAND - VACANT
Total Acres	0.59
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Subdivision	--
Land Description	E 60 FT OF W 1/4 OF NW 1/4 OF SE 1/4 LYING N OF ST RD 524

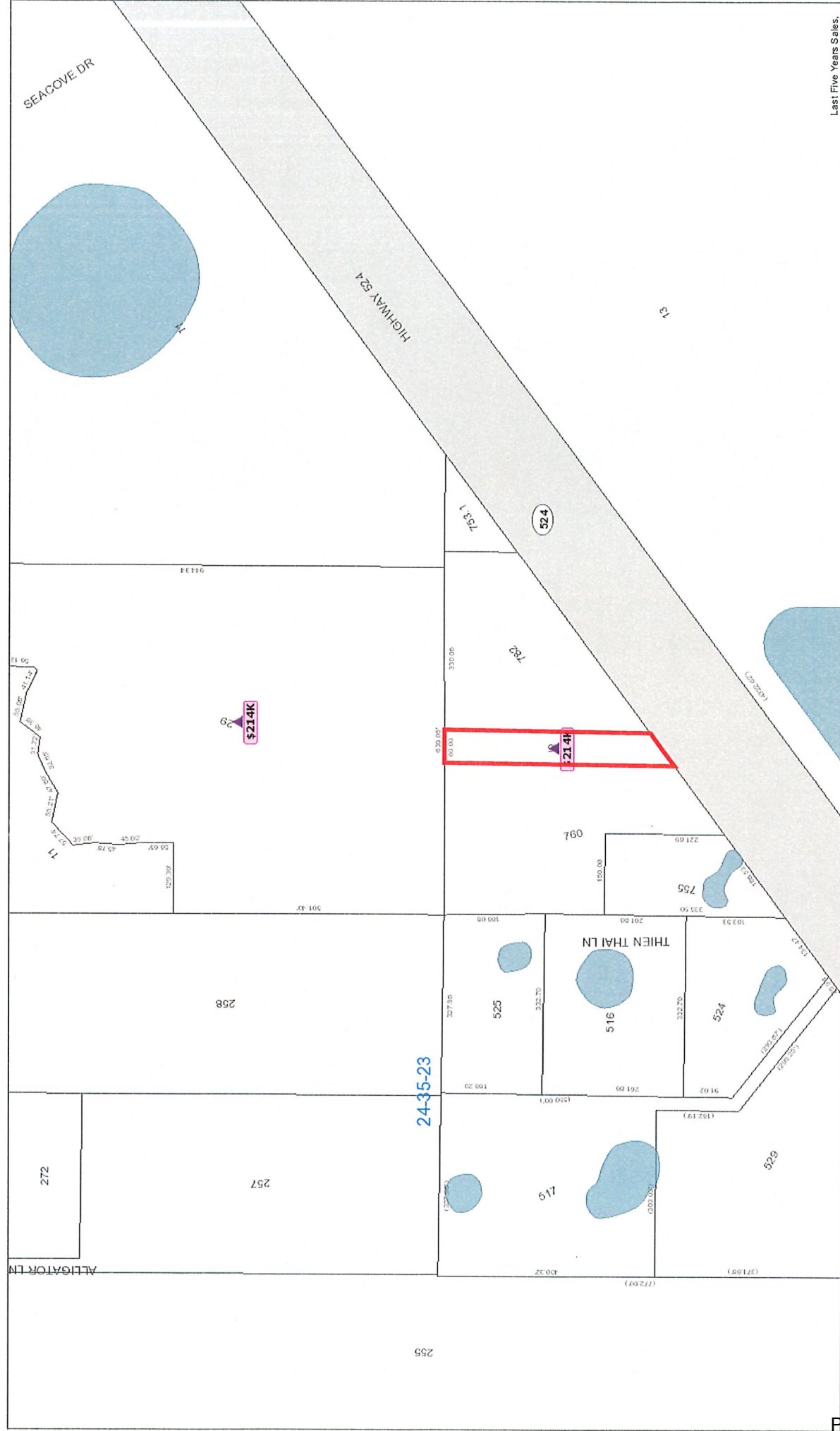
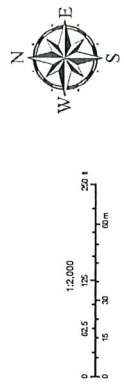
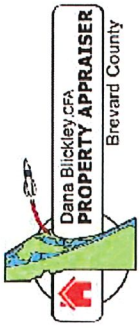
**VALUE SUMMARY**

Category	2024	2023	2022
Market Value	\$1,100	\$1,100	\$1,100
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$360	\$330	\$300
Assessed Value School	\$1,100	\$1,100	\$1,100
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$360	\$330	\$300
Taxable Value School	\$1,100	\$1,100	\$1,100

SALES / TRANSFERS

Date	Price	Type	Instrument
01/10/2025	\$214,300	WD	10249/0395
06/06/2024	\$4,200,000	WD	10084/1715
07/15/1987	\$6,500	WD	2825/1836

No Data Found



Last Five Years Sales

BCPAO maps and/or map applications are maintained for assessment and illustrative purposes only and do not represent surveys, plats, or any other legal instrument. Likewise, measurement and location tools are for assessment and illustrative purposes only and do not necessarily reflect real-world conditions. Due to the nature of Geographic Information Systems (GIS) and cadastral mapping, map layers may not precisely align and may not represent precise location, shape, and/or legal boundaries. Only a Florida-licensed surveyor can determine legally-relevant property boundaries, elevation, distance, area, and/or location in Florida.

Map created April 2, 2025 (map data dates may vary)



City of Cocoa Budget Adjustment Form FY2025- 049-A

Select Adjustment Type: Budget Amendment

Requesting Department #: Finance

Date Prepared: 4/2/25

From Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 203,296	001-0000-366.00-00	CONTRIBUTIONS & DONATIONS		\$ 203,296	25LAND
\$ 11,004	001-0000-366.00-00	CONTRIBUTIONS & DONATIONS		\$ 11,004	25LAND
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 214,300 Total					

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 203,296	001-3520-572.61-00	PARKS & BEAUTIFICATION / LAND		\$ 203,296	25LAND
\$ 11,004	001-3520-572.61-00	PARKS & BEAUTIFICATION / LAND		\$ 11,004	25LAND
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 214,300 Total					

Reason/Justification for Adjustment:

To Provide budget for the donation of 2 parcels of land (Tax Acct 3038514 (10.9 acres) & Tax Acct 2407170 (0.59 acres)), located on the north side of SR HWY 524, west of Cox Rd and east of I-95, from Allegra at Cocoa LLC, per the Development Agreement previously approved by Council on 10/8/24 (24-585).

Agenda# 25-323

City Council Approval Needed? Yes: ☒ No: ☐

Date Approved: _____

Resolution #: 2025-023

~*City Council Approval needed for transfers greater than \$75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.

Christi Grant
Digitally signed by Christi Grant
Date: 2025.04.02 14:40:59 -04'00'
Requestor's Signature

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.04.02 14:46:48 -04'00'
Finance Approval Signature

Finance Director's Signature

Lora Howell
Digitally signed by Lora Howell
Date: 2025.04.14 15:23:33 -04'00'
Department Director's Signature

Lora Howell
Digitally signed by Lora Howell
Date: 2025.04.04 11:22:01 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____

Entered By: _____

Group #: _____

CITY COUNCIL AGENDA ITEM

Memo Date: April 22, 2025
Agenda Date: April 22, 2025
File ID: 2025-251
Prepared By: Frank Mirabito
Through: Abigail Morgan
P.E. - Public Works Director
Requested Action: Approve a Resolution Amending the FY25 Budget, BAF 25-054-A, through the use of the FY24 Assigned Fund Balance Paving, in the amount of \$500,000, and Authorize expenditure to resurface various City streets in the amount of \$709,317 with V.A. Paving, using an existing piggy-back contract with Brevard County B-6-23-70 Paving Services. Approve a Contingency Resolution in the amount of \$20,000. Authorize the City Manager to issue the Purchase Order. Authorize the City Manager to issue Change Orders not to exceed \$20,000 for a maximum project cost of \$729,317.

BACKGROUND:

The Public Works Department has an annual repaving program to address roads that are in failing or poor condition. In 2015, the city completed an entire analysis of the road and sidewalk network. The analysis included the evaluation of the pavement condition, roadway structural condition, and sidewalk trip hazards. The study is updated annually by Staff evaluation, work orders, and GIS and serves as a guiding program to address the City's needs. While the roadway conditions are scored through an industry-standard degradation schedule, staff also performs on-site analysis to ensure resources are allocated in the best manner. The roadway segments to be repaved are as follows:

Street	From	To
Sentry Dr	Westminster Dr	Scotland Rd
Scotland Rd	Arrowsmith Dr	End
Spring Cir	Westminster Dr	Sentry Dr
Arrowsmith Dr	Westminster Dr	End
Arnot St	Arrowsmith Dr	Stonemont Dr
Stonemont Dr	Westminster Dr	End
Dora St	Stonemont Dr	Parapet Dr
Parapet Dr	Westminster Dr	End
Archer Ct	Parapet Dr	End
Norwood Cir	Archer Ct	End
Michigan Ave	Clearlake Rd	Legay St

North Rd	Whitham Rd	City Limits
North Rd	Ipswich Dr	Whitham Rd
North Rd	Cricket Pl	Ipswich Dr
North Rd	London Blvd	Cricket Pl
Witham Rd	North Rd	Colchester Rd
Colchester Rd - Witham Rd		End
N		
Colchester Rd - Witham Rd		End
S		

Mitchell St	Fiske Blvd	Pineda St
N Kentucky Ave	Broadmoor Dr	Bellefonte Ave
N Kentucky Ave	Olive St	W Highland Dr
Broadmoor Dr	N Kentucky Ave	N Georgia Ave
Bellefonte Ave	N Kentucky Ave	N Georgia Ave
Park Dr	Fiske Blvd	N Georgia Ave
Olive St	N Kentucky Ave	N Carolina Ave
N Carolina Ave	Mitchell St	Avon Pl
W Highland Dr	Fiske Blvd	N Georgia Ave
Avon Pl	Fiske Blvd	N Carolina
N Georgia Ave	Broadmoor Dr	Mitchell St
N Georgia Ave	Bellefonte Ave	Park Dr
N Georgia Ave	W Highland Dr	Bristol Dr
W Hillcrest Dr	Fiske Blvd	N Georgia Ave
Kirkland Dr	Warren Ave	N Georgia Ave
Bristol Dr	Warren Ave	N Georgia Ave

The remaining budget for FY2025 of \$73,306 will be used toward sidewalk paving and other unexpected paving needs for the fiscal year.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? **Partially**

If not budgeted, is amendment / transfer attached? **Yes**

Source/Use of Funds:

(Assigned Fund Balance FY24)

Account Number: 001-0000-389.99-50

Amount \$500,000

To:

Account Number: 001-3510-541.63-00

Amount \$426,694

Project PW08SP

FY2025 Budget

Account Number: 001-3510-541.63-00

Amount \$229,317

Project PW08SP

The \$20,000 Contingency funds will not be included in the original Purchase Order.

Total Budget \$729,317

Remaining Budget:

Account Number: 001-3510-541.63-00

Amount \$73,306

Project PW08SP

PREVIOUS ACTION:

Council approved the last annual paving on October 24, 2023.

RECOMMENDED MOTION:

Approve a Resolution Amending the FY25 Budget, BAF 25-054-A, through the use of the FY24 Assigned Fund Balance Paving, in the amount of \$500,000, and Authorize expenditure to resurface various City streets in the amount of \$709,317 with V.A. Paving, using an existing piggy-back contract with Brevard County B-6-23-70 Paving Services. Approve a Contingency Resolution in the amount of \$20,000. Authorize the City Manager to issue the Purchase Order. Authorize the City Manager to issue Change Orders not to exceed \$20,000 for a maximum project cost of \$729,317.



STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa**, a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with V.A. Paving, Inc, 2955 Lake Dr., Cocoa, FL 32926 (hereinafter referred to as the "Vendor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with Brevard County Purchasing Services, - FL said contract being identified as: Paving Services & Asphaltic Concrete, Contract No. B-6-23-70. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Paving Services & Asphaltic Concrete, (see Exhibit "A" – original contract).

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.
2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

2.1. Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and V.A. Paving, Inc. The term of said agreement shall be for the period effective date of the City Manager signature through 08/31/2024, with renewal options of (4) additional one-year periods.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2024 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Council.

2.2 Insurance Requirements (As Applicable):

A. Liability Insurance

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN \$15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than \$15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence and with a deductible amount not greater than \$1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT \$15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is \$15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than \$2,000,000 as the combined single limit for each occurrence and with a deductible not greater than \$5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit bodily injury and minimum \$1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

B. PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

C. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than \$1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

D. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at \$250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

E. COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of \$2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

F. DURATION OF CONTRACTS-NAMED INSURED-S-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

2.2. E-Verify:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit (**Exhibit B**) in accordance with Florida Statute § 448.95; via E-Verify (<https://www.e-verify.gov>), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

2.3. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

2.4. Venue:

Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

2.5. Dispute Resolution:

Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

2.6. Notice:

Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For Vendor	For City
V.A. Paving Inc. Attn: Debra Mallard, President 2955 Lake Dr. Cocoa, FL 32926 Phone: 321-636-2565 Email: debra.mallard@vapaving.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.
4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

V.A. Paving Inc.

Entered this 28 day of Sept.

Debra Mallard, President

(Print Name / Title)

(Signature)

September 28, 2023

(Date)

City Council Approval Required

☐ Yes (Approved by Mayor)

☒ No (Approved by City Manager)

CITY OF COCOA

By: Stockton Whitten

Date: 10/3/2023

(Stockton Whitten, City Manager)

City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: N/A

Date: _____

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).



Attested By: City Clerk



Finance Department
Purchasing Division
65 Stone Street | Cocoa, FL 32922
Phone: (321) 433-8775 | Fax: (321) 433-8860

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT
1st AMENDMENT
VA Paving, Inc.
Piggyback Agreement No. B-6-23-70
Paving Services and Asphaltic Concrete

This First Amendment is to confirm receipt and acknowledgement of the agreed upon Annual Renewal made effective August 31, 2024, by and between Brevard County Purchasing Services and VA Paving, Inc. This Amendment also confirms receipt and acknowledgment the CONTRACTOR shall continue to provide Paving Services and Asphaltic Concrete as agreed upon under Piggyback Agreement B-6-23-70, made effective October 3, 2023, by and between the City of Cocoa and VA Paving, Inc. This renewal shall correspond with the renewal issued by Brevard County Purchasing Services and expire on August 30, 2025.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Renewal Notice for Contract.

VA PAVING, INC

CITY OF COCOA

By: Debra Mallard
(Print Name)

By: Stockton Whitten
(Print Name)

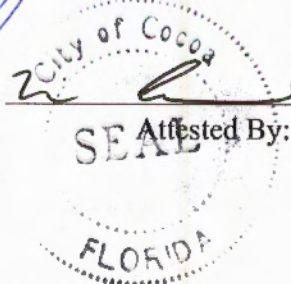
President
(Title)

City Manager
(Title)

Signature / Date

Signature / Date

CC: Monica Arsenault, City Clerk
Brian Dale, Purchasing Manager
Abigail Morgan, Public Works Director



Attested By: City Clerk

Bid Title: Paving Services & Asphaltic Concrete

Bid No: B-6-23-70

Opening Date & Time: August 17, 2023 10:00 AM

Posting Date: August 22, 2023 Through: August 29, 2023 @ 5:00 PM

Posted By: James Norris

BID TABULATION						
CONCRETE			ASPHALTIC BID # B-6-23-70		Contractor	
DESCRIPTION		UNIT	Goodson Paving		Prefered Materials, Inc	V.A. Paving
SUPERPAVE						
SP-9.5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 121.50		\$ 157.95	\$ 113.22
SP-9.5 PARKING LOT	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 138.00		\$ 216.05	\$ 139.17
SP-9.5 BIKE PATH	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 165.00		\$ 263.10	\$ 215.00
SP-12.5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 124.75		\$ 152.10	\$ 109.45
SP-12.5 PARKING LOT	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 140.00		\$ 210.15	\$ 135.17
SP-12.5 BIKE PATH	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 165.00		\$ 259.75	\$ 215.00
SPEED HUMPS SP-9.5	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 715.00		\$ 1,200.00	\$ 650.00
< 25 TN PATCHING SP-9.5	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 550.00		\$ 1,446.00	\$ 605.00
25-50 TN PATCHING SP 9.5	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 425.00		\$ 920.25	\$ 385.00
HOT ASPHALT SP-9.5	FOB	TON	NO BID		\$ 102.05	\$ 87.00
HOT ASPHALT SP-12.5	FOB	TON	NO BID		\$ 102.05	\$ 83.00

FRICTION COURSE						
FC-5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 210.00	\$ 300.35	\$ 244.40	
FC-9.5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 161.00	\$ 192.90	\$ 137.22	
FC-12.5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 159.00	\$ 174.15	\$ 134.87	
< 25 TN PATCHING FC-12.5	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 615.00	\$ 1,445.00	\$ 635.00	
25-50 TN PATCHING FC-12.5	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 565.00	\$ 917.00	\$ 415.00	
HOT ASPHALT FC-12.5	FOB	TON	NO BID	\$ 124.00	\$ 110.00	
* The Vendor Delivered, Vendor Placed price per ton must include all associated costs. Additional hauling costs will not be allowed.						
MISCELLANEOUS						
COST FOR MILLING & CLEANUP	SY 0 - 2,500 SY	SY	\$ 7.90	\$ 6.55	\$ 5.00	
	SY 2,501 - 5,000 SY	SY	\$ 3.60	\$ 4.45	\$ 3.00	
	SY 5,001 - 15,000 SY	SY	\$ 2.70	\$ 3.10	\$ 2.75	
	SY 15,001 + SY	SY	\$ 2.45	\$ 3.10	\$ 2.50	
ARAMID FIBER	PER ATTACHED SPECIFICATIONS	TON	\$ 20.00	\$ 19.20	\$ 10.00	
TACK	FOB	GAL	\$ 10.25	\$ 23.50	\$ 15.00	
PRIME	VENDOR DELIVERED, VENDOR PLACED	SY	\$ 0.85	\$ 2.00	\$ 1.00	
PRIME AND SAND	VENDOR DELIVERED, VENDOR PLACED	SY	\$ 1.05	\$ 2.00	\$ 2.00	
ASHPALT MILLINGS	FOB	TON	NO BID	\$ 110.00	\$ 75.00	
NON-STANDARD HOURS WORK PER TON			\$ 18.00	\$ 16.50	\$ 10.00	

Intended Award: All Items will awarded to Goodson Paving, Inc. Preferred Materials, Inc and V.A. Paving

Bid tabulations with award recommendations are posted to VendorLink at www.myvendorlink.com Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. Filing of any disputes and appeals shall be in accordance with procedures specified in bid documents.

Approval _____SC_____

V.A. Paving, Inc.

P.O. Box 1046 • Cocoa, Florida 32923-1046 • (321) 636-2565 • FAX: (321) 631-4541 • www.vapaving.com

January 31, 2025

Dylan Price
City of Cocoa

RE: City of Cocoa Annual Paving - 2025

The following proposal includes mobilization, labor, equipment, and material to perform operations for asphalt placement for the subject project.

Street	From	To	Milling Quantity (SY)	Milling unit cost	Asphalt Quantity (TN)	Asphalt Unit Price	Total
Sentry Dr	Westminster	Scotland	2032	\$2.50	168	\$113.22	\$24,100.96
Scotland Rd	Arrowsmith	End	3158	\$2.50	261	\$113.22	\$37,445.42
Spring Cir	Westminster	Sentry Dr	2280	\$2.50	188	\$113.22	\$26,985.36
Arrowsmith	Westminster	End	2032	\$2.50	168	\$113.22	\$24,100.96
Arnot	Arrowsmith	Stonemont	696	\$2.50	57	\$113.22	\$8,193.54
Stonemont	Westminster	End	4173	\$2.50	344	\$113.22	\$49,380.18
Dora st	Stonemont	Parapet	667	\$2.50	55	\$113.22	\$7,894.60
Parapet dr	Westminster	End	3614	\$2.50	298	\$113.22	\$42,774.56
Archer ct	Parapet	End	1813	\$2.50	150	\$113.22	\$21,515.50
Norwood cr	Archer	End	477	\$2.50	39	\$113.22	\$5,608.08
Michigan Ave	Clearlake rd	Legay st	1943	\$5.00	220	\$113.22	\$34,623.40
							\$282,622.56

In accordance with Brevard County Paving Contract, pricing is subject to FDOT Bituminous Adjustment.

All roads shaded are to be milled 1.5" and receive 1.5" of SP 9.5 asphalt.

Michigan Ave is to receive 2" mill and 2" of SP 12.5.

Pricing includes 1 (one) mobilization.

Pavement markings are not included.

All roads shall be ready for milling and paving operations prior to VA Paving beginning work.

Roads in shaded rows are connected, therefore their mill quantity has been combined to reduce the unit cost.

V.A. Paving Inc

Jamie Bell
Estimator

V.A. Paving, Inc.

P.O. Box 1046 • Cocoa, Florida 32923-1046 • (321) 636-2565 • FAX: (321) 631-4541 • www.vapaving.com

April 9, 2025

Dylan Price
City of Cocoa

RE: City of Cocoa 24-25 Additional Paving

The following proposal includes mobilization, labor, equipment, and material to perform operations for asphalt placement for the subject project.

Street	From	To	Milling Quantity (SY)	Milling unit cost	Asphalt Quantity (TN)	Asphalt Unit Price	Total
North Rd	Whitham Rd	City Limits	787	\$3.00	67	\$113.22	\$9,946.74
North Rd	Ipswich	Whitham	440	\$3.00	37	\$113.22	\$5,509.14
North Rd	Cricket	Ipswich	920	\$3.00	78	\$113.22	\$11,591.16
North Rd	London	Cricket	155	\$3.00	13	\$113.22	\$1,936.88
Witham Rd	North rd	Colchester	422	\$3.00	36	\$113.22	\$5,341.92
Colchester rd	Witham	End	340	\$3.00	29	\$113.22	\$4,303.38
Colchester rd	Witham	End	1078	\$3.00	92	\$113.22	\$13,650.24
Mitchell St	Fiske	Pineda	2931	\$2.50	249	\$113.22	\$35,519.28
Kentucky	Broadmoor	Bellefonte	1122	\$2.50	95	\$113.22	\$13,560.90
Kentucky	Olive	W Highland	1312	\$2.50	112	\$113.22	\$15,960.64
Broadmoor	Kentucky	N Georgia	2003	\$2.50	171	\$113.22	\$24,380.62
Bellefonte	Kentucky	N Georgia	1941	\$2.50	165	\$113.22	\$23,533.60
Park Dr	Fiske	N Georgia	2543	\$2.50	216	\$113.22	\$30,813.02
Olive	Kentucky	Carolina	1290	\$2.50	110	\$113.22	\$15,679.20
N Carolina	Mitchell	Avon	2938	\$2.50	250	\$113.22	\$35,650.00
W Highland Dr	Fiske	N Georgia	2531	\$2.50	215	\$113.22	\$30,669.60
Avon	Fiske	N Carolina	2003	\$2.50	170	\$113.22	\$24,254.90
N Georgia	Broadmoor	Mitchell	546	\$2.50	46	\$113.22	\$6,573.12
N Georgia	Bellefonte	Park	1070	\$2.50	91	\$113.22	\$12,978.02
N Georgia	W Highland	Bristol	2302	\$2.50	196	\$113.22	\$27,945.12
W Hillcrest	Fiske	N Georgia	2558	\$2.50	217	\$113.22	\$30,963.74
Kirkland Dr	Warren	N Georgia	1658	\$2.50	141	\$113.22	\$20,109.02
Bristol	Warren	N Georgia	2132	\$2.50	181	\$113.22	\$25,822.82
							\$426,694.44

In accordance with Brevard County Paving Contract, pricing is subject to FDOT Bituminous Adjustment.

All roads shaded are to be milled 1.5" and receive 1.5" of SP 9.5 asphalt.

Pricing includes 1 (one) mobilization.

Pavement markings are not included.

All roads shall be ready for milling and paving operations prior to VA Paving beginning work.

Roads in shaded rows are connected, therefore their mill quantity has been combined to reduce the unit cost.

V.A. Paving Inc

Jamie Bell
Estimator

RESOLUTION NO. 2025-024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE ANNUAL PAVING PROJECT/PROJECT # PW08SP IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE \$20,000 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract and any additional service contracts related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, in conjunction with this authorization, the City Council desires to streamline the approval of change orders and any additional service contracts to the extent necessary in order to expedite the construction of the project; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the Annual Paving Project/Project # PW08SP, provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to

exceed the total \$729,317 budgeted by the City Council for the project inclusive of the \$20,000 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B) Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on April 22, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk

RESOLUTION NO. 2025-025

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF COCOA, FLORIDA, AMENDING THE CITY
OF COCOA BUDGET FOR FISCAL YEAR 2025;
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, 2024, and ending on September 30, 2025, at a Special meeting held on September 17, 2024; 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 2025 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at a Regular City Council meeting assembled on the 22nd day of April, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk



City of Cocoa Budget Adjustment Form FY2025- 054-A

Select Adjustment Type: Budget Amendment

Requesting Department #: 3510

Date Prepared: 4/3/25

Revenue Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 500,000	001-0000-389.99-50	BALANCE FORWARD / FUND BAL-APPROP. RESERVES		\$ 500,000	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 500,000 Total					

Expense Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 500,000	001-3510-541.63-00	ROAD & STREET FACILITIES / INFRASTRUCTURE		\$ 500,000	PW08SP
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 500,000 Total					

Reason/Justification for Adjustment:

To assign \$500,000 dollars from FY24 Assigned Fund Balance, to annual paving. This amount was discussed and established in the City Council Priorities meetings from February, 2025. The tentative list of roads to be paved in FY 2025 are outlined in the agenda.

Agenda 25-251

City Council Approval Needed? Yes: ☒ No: ☐

Date Approved: _____

Resolution #: 2025-025

~*City Council Approval needed for transfers greater than \$75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.

Frank Mirabito
Digitally signed by Frank Mirabito
Date: 2025.04.10 10:07:22 -04'00'
Requestor's Signature

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.04.14 16:19:49 -04'00'
Finance Approval Signature

Finance Director's Signature

Abigail Morgan
Digitally signed by Abigail Morgan
Date: 2025.04.10 12:28:18 -04'00'
Department Director's Signature

Lora Howell
Digitally signed by Lora Howell
Date: 2025.04.14 16:22:16 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____

Entered By: _____

Group #: _____

CITY COUNCIL AGENDA ITEM

Memo Date: April 22, 2025
Agenda Date: April 22, 2025
File ID: 2025-337
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action: Request approval of the revised FY2025 Pay Plan.

BACKGROUND:

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

- Close Building Permit Supervisor (GH10)
- Add Community Services Manager (GE14)
- Add GIS Manager (GE13)
- Add Human Resources Director (GE17)
- Close Administrative Services Director (GE17) - effective May 14, 2025

The above changes will not increase the City's headcount that was approved in the annual Fiscal Year 2025 Budget. However, there is a budget impact by making this change. The Budget will be reviewed towards the end of the Fiscal Year and a Budget Amendment will be brought back to City Council, if necessary. A copy of the proposed pay plan document is attached.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? No

A budget amendment will be brought back at a later date if necessary.

Source/Use of Funds

Account Number

Amount

PREVIOUS ACTION:

City Council adopted the FY2025 Pay Plan with the Budget Adoption.

RECOMMENDED MOTION:

Request approval of the revised FY2025 Pay Plan.



PBA - Open Range Plan

Grade	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
PU6	\$18.95	\$31.18	\$ 39,416.00	\$ 64,854.40	Dispatcher/Communications Officer
PU9	\$24.78	\$38.76	\$ 51,542.40	\$ 80,620.80	Police Officer
PU12	\$33.04	\$51.19	\$ 68,723.20	\$ 106,475.20	Police Sergeant

** Annual rates are divisible by 2080

Police Lieutenant - Open Range Plan

Grade	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
PL1	\$42.40	\$62.46	\$ 88,192.00	\$ 129,916.80	Police Lieutenant

** Annual rates are divisible by 2080



IAFF - Open Range Plan

Grade	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
FU8	\$18.61	\$32.35	\$ 48,386.00	\$ 84,110.00	Firefighter/EMT
FU9	\$22.68	\$33.97	\$ 58,968.00	\$ 88,322.00	Driver/Operators
FU12	\$28.28	\$40.41	\$ 73,528.00	\$ 105,066.00	Fire Lieutenant/EMT

** Annual rates are divisible by 2600

Fire District Chief "TU" - Open Range Plan

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

** Annual rates are divisible by 2600



LIUNA - Open Range Plan

Grade	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
3	\$15.03	\$24.03	\$ 31,262.40	\$ 49,982.40	Custodial Worker
4	\$16.24	\$25.96	\$ 33,779.20	\$ 53,996.80	Stock Clerk
5	\$17.54	\$28.04	\$ 36,483.20	\$ 58,323.20	Apprentice Electrician Customer Service Representative Maintenance Worker I Meter Reader Meter Technician Senior Stock Clerk Utility Field Service Representative
6	\$18.95	\$30.29	\$ 39,416.00	\$ 63,003.20	Back-Flow Technician Electrician I Fleet Technician I Maintenance Worker II Mechanic I Utility Line Locator Utility Mechanic I Valve Operator
7	\$20.47	\$32.72	\$ 42,577.60	\$ 68,057.60	Heavy Equipment Operator Industrial Electrician I Sludge Equipment Operator
8	\$22.11	\$35.34	\$ 45,988.80	\$ 73,507.20	Apprentice Operator Crewleader Environmental Analyst I Fleet Technician II Maintenance Worker III Mechanic II Senior Back-Flow Technician Utility Mechanic II
9	\$23.88	\$38.17	\$ 49,670.40	\$ 79,393.60	Certified Operator C Lead Certified Operator C License Electrician II
10	\$25.80	\$41.23	\$ 53,664.00	\$ 85,758.40	Certified Operator B Lead Certified Operator B License Industrial Electrician II Instrumentation Technician
11	\$27.87	\$44.53	\$ 57,969.60	\$ 92,622.40	Certified Operator A Lead Certified Operator A License Environmental Analyst II

** Annual rates are divisible by 2080



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

Grade	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
MW	\$13.00				Youth Program Temp
2	\$13.91	\$22.25	\$ 28,932.80	\$ 46,280.00	School Crossing Guard (Part Time)
3	\$15.03	\$24.03	\$ 31,262.40	\$ 49,982.40	Facilities Attendant Firefighter Trainee
4	\$16.24	\$25.96	\$ 33,779.20	\$ 53,996.80	Administrative Assistant College Intern Community Services Technician Engineering Intern Human Resources Intern (Temporary PT) Planning Intern Police Records Clerk Receptionist Recording Secretary Records Technician
5	\$17.54	\$28.04	\$ 36,483.20	\$ 58,323.20	Accounts Payable Clerk Administrative Secretary License/Permit Technician Office Assistant Utility Billing Clerk
6	\$18.95	\$30.29	\$ 39,416.00	\$ 63,003.20	Booking Officer-PT Contract Technician Senior Accounts Payable Clerk Senior Records Clerk Victims Advocate
7	\$20.47	\$32.72	\$ 42,577.60	\$ 68,057.60	Code Enforcement Officer Customer Service Technician Field Inspector Field Operations Technician Field Service Inventory Technician Help Desktop Support Technician Planning Technician Police Administrative Technician Police Evidence Technician Police Officer Trainee UT Administrative Technician Utility Accounting Technician Water Plant Technician
8	\$22.11	\$35.34	\$ 45,988.80	\$ 73,507.20	Code Enforcement Coordinator Crime Scene Technician Environmental Control Coordinator Field Inspector II Human Resources Technician Senior Customer Service Representative Senior Utility Field Service Representative



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

Grade	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
9	\$23.88	\$38.17	\$ 49,670.40	\$ 79,393.60	Asset Management Coordinator Assistant City Clerk Criminal Intelligence Analyst Development Coordinator Executive Secretary Fire Inspector Fire Administrative Coordinator Housing Program Coordinator Junior Staff Accountant Jr. Buyer & Contract Specialist Leisure Services Coordinator Payroll Specialist Utilities Administrative Coordinator Utilities GIS/CAD Technician
10	\$25.80	\$41.23	\$ 53,664.00	\$ 85,758.40	Communications Supervisor Grounds Maintenance Supervisor Leisure Services Supervisor Park & Right of Way Supervisor Supervisor II
11	\$27.87	\$44.53	\$ 57,969.60	\$ 92,622.40	Building Inspector SCADA Analyst I Supervisor III Water Operations Supervisor
12	\$30.10	\$48.10	\$ 62,608.00	\$ 100,048.00	Electrical Maintenance Supervisor SCADA Analyst II

** Annual rates are divisible by 2080



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

Level	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
9	\$23.88	\$38.17	\$ 49,670.40	\$ 79,393.60	Conservation & Public Relations Officer Redevelopment Coordinator Victim Advocate Coordinator
10	\$25.80	\$41.23	\$ 53,664.00	\$ 85,758.40	Utilities Engineering Coordinator Grant Writer-Economic Development Specialist Jr. Network Administrator Jr. Systems Administrator Planner Public Information Coordinator Systems Analyst Utilities GIS Coordinator
11	\$27.87	\$44.53	\$ 57,969.60	\$ 92,622.40	Customer Service Supervisor Economic Development Specialist Field Services Supervisor GIS Analyst Human Resources Coordinator Inspection Supervisor Senior Buyer & Contracts Agent Staff Accountant Staff Accountant - Bank/Treasury Staff Accountant - Grant Support Service Supervisor Systems Administrator Utility Billing Supervisor Warehouse Supervisor
12	\$30.10	\$48.10	\$ 62,608.00	\$ 100,048.00	Accounting Supervisor Asst. Fire Marshal Assistant Sewer Field Operations Manager Assistant to the Building Official/Building Inspector Assistant Water Field Operations Manager Chief of Maintenance Chief Operator Chief Operator Wastewater GIS Administrator Public Information Officer Safety & Risk Program Manager Senior Budget Analyst Senior Human Resources Coordinator Senior Staff Accountant
13	\$32.51	\$51.95	\$ 67,620.80	\$ 108,056.00	Code Enforcement Manager Engineering Supervisor GIS Manager Leisure Services Manager Parks, Project & ROW Manager Utilities Associate Engineer I Water Quality Laboratory Manager



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

Level	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
14	\$35.12	\$56.11	\$ 73,049.60	\$ 116,708.80	Accounting Manager Assistant to the CM / Public Information Officer Community Services Manager Facilities Manager Fleet Manager Human Resources Manager Police Lieutenant (IA) Purchasing/Contract Manager Senior Network & Security Administrator Streets/Stormwater Manager Systems & Support Manager Utilities Associate Engineer II Utility Customer Service Manager
15	\$37.93	\$60.60	\$ 78,894.40	\$ 126,048.00	City Clerk Field Operations Manager Superintendent Utilities Associate Engineer III Utility Support Service Manager Water Treatment Manager
16	\$43.62	\$69.69	\$ 90,729.60	\$ 144,955.20	Assistant City Engineer Assistant Fire Chief Assistant Utilities Director Building Official Deputy Finance Director Police Commander Utilities Senior Engineer
17	\$50.17	\$80.15	\$ 104,353.60	\$ 166,712.00	Administrative Services Director Chief Technology Officer Comm & Eco Dev Director Community Services Director Engineering Division Manager Finance Director Fire Chief Human Resources Director Police Chief Public Works Director/City Engineer
18	\$57.70	\$92.18	\$ 120,016.00	\$ 191,734.40	Asst City Manager for Performance & Strategic Initiatives Deputy Director Utilities
19	\$66.36	\$106.01	\$ 138,028.80	\$ 220,500.80	Utilities Director

** Annual rates are divisible by 2080

** Frozen positions are shown lined

CITY COUNCIL AGENDA ITEM

Memo Date: April 22, 2025

Agenda Date: April 22, 2025

File ID: 2025-363

Prepared By:

Through:

Requested Action: Approve Settlement Agreement in the case, City of Cocoa v. Brandes Design-Build Inc., et al., Case No. 2020-CA-030750, in the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida; Approve a Resolution Amending the FY25 Budget, BAF#25-055-A, T & ITF.

BACKGROUND:

1. On November 25, 2014, Brandes entered into a Contract with the City (the "Contract") to furnish all labor, equipment, and materials and perform all work described in the Bidding/Contract Documents and Drawings (Bid No. B-15-01-COC) related to the Industrial Park Pump Station Improvements Project located at 201 N. Wilson Avenue, Cocoa, Brevard County, Florida (the "Project").
2. Generally, the work involved the construction a new 5-million-gallon concrete storage tank (the "Work"). Brandes furnished a payment and performance bond issued by Arch, Bond No. SU1128267, for the Project naming the City as the obligee (the "Bond").
3. On March 9, 2017, before the Project was completed, Brandes sent the City a letter, entitled "VOLUNTARY LETTER OF DEFAULT AND TERMINATION," advising the City that it was "in default under the above Contract for the Project" and "irrevocably and voluntarily abandon[ing] and terminat[ing] the above construction Contract effective upon [the City's receipt of his letter."
4. As a result of Brandes abandonment and termination of the Contract, and failure to complete the Project, the City made a claim on the Performance Bond and retained a Contract balance of \$218,097.30 allegedly due Brandes.
5. Thereafter, the City Council authorized the City Manager and City Attorney to retain special counsel specializing in construction litigation. The law firm Kirwin Norris was retained. On June 11, 2020, the City filed that certain action styled *City of Cocoa v. Brandes Design-Build Inc., et al.*, Case No. 2020-CA-030750, in the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida.
6. After a considerable amount of litigation, the Case recently went to mediation and the parties agreed to a mediated settlement to resolve all claims in the Case subject to

the City Council's final approval. The terms and conditions of the Settlement Agreement are favorable to the City.

7. Pursuant to the Settlement Agreement, the City receives the following compensation:

- a. The City will retain the Contract Balance of \$218,097.30.
- b. The City will be paid an additional \$675,000.

8. The City Manager, Utilities Director, and City Attorney recommend approval of the Settlement Agreement.

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

Budgeted? Yes/No

There is an open purchase order with Brandes Design that will be liquidated upon execution of this settlement (PO 71924), Project WS1001. The budget related to this project, purchase order and unencumbered funds, has been provided through the budget rollover for FY2025. The settlement amount was not budgeted, and the three attached budget amendments will allocate the existing budget to other Utility Fund projects and recognize the additional settlement amount, which will replenish the Water/Sewer Fund Balance.

See the three attached Budget Amendments: BAF# 25-055-A, T & ITF.

PREVIOUS ACTION:

1. The City Council approved the construction agreement with Brandes in November of 2014.
2. The City Council authorized filing suit against Brandes to enforce the construction contract and related Bond in 2020.

RECOMMENDED MOTION:

Approve Settlement Agreement in the case, City of Cocoa v. Brandes Design-Build Inc., et al., Case No. 2020-CA-030750, in the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida; Approve a Resolution Amending the FY25 Budget, BAF#25-055-A, T & ITF.

RESOLUTION NO. 2025-026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2025; 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, 2024, and ending on September 30, 2025, at a Regular meeting held on September 17, 2024; 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 2024-2025 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at a Regular City Council meeting assembled on the 22nd day of April, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk



Date Prepared: 4/11/25

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
(\$ 630,889)	421-0000-389.99-50	FUND BAL-APPROP. RESERVES (WS1001 Project Budget)		(\$ 630,889)	
\$ 102,776	421-0000-389.99-50	FUND BAL-APPROP. RESERVES (Cover Fund Obligations)		\$ 102,776	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
(\$ 528,113) Total					

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
(\$ 420,315)	421-4055-536.63-00	WATER SEWER / INFRASTRUCTURE (PO#71924 Amount)		(\$ 420,315)	WS1001
(\$ 210,574)	421-4055-536.63-00	WATER SEWER / INFRASTRUCTURE (Unencumbered bal.)		(\$ 210,574)	WS1001
\$ 100,000	421-4010-536.49-00	OTHER CHARGES & OBLIG. (Interest Paid to Cust.)		\$ 100,000	
\$ 50	421-4010-536.49-00	OTHER CHARGES & OBLIG. (Charge-back Fees)		\$ 50	
\$ 2,726	421-4010-536.49-00	OTHER CHARGES & OBLIG. (Orlando SW Assessments)		\$ 2,726	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
(\$ 528,113) Total					

BAF 2 of 3 - To liquidate PO#71924 (\$420,315) and remaining Project Contingency (\$210,574) associated with the settlement of the City of Cocoa v. Brandes Design-Build Inc., et al., Case No. 2020-CA-030750 as it ties to the monthly contingency spread sheet. As well as use those funds to cover some other fund expenses. The remaining \$528,113 will be transferring to the 424 fund for another project totaling to the full 630,889 project budget. Agenda 25-363

Resolution #: 2025-026

~*City Council Approval needed for transfers greater than \$75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.

Finance Director's Signature

City Manager's Signature

Group #:



City of Cocoa Budget Adjustment Form FY2025- 055-IFT

Select Adjustment Type: Interfund Transfer

Requesting Department #: Utilities

Date Prepared: 4/17/25

Revenue Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 528,113	421-0000-389-99.50	FUND BAL-APPROP. RESERVES		\$ 528,113	
\$ 528,113	424-0000-381.91-21	TRF FROM W/S FUND (421)		\$ 528,113	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 1,056,226 Total					

Expense Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 528,113	421-4010-581.91-24	TRANSFER TO R & R (424)		\$ 528,113	
\$ 528,113	424-4120-536.64-15	MACHINERY & EQUIPMENT / IT HARDWARE		\$ 528,113	SW22SC
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 1,056,226 Total					

Reason/Justification for Adjustment:

BAF 3 of 3 - To transfer the remaining balance for the liquidated Brandes PO#71924 to another project in the 424 fund. as coupled with the amendment that send \$102,776 to the 49-00 account to cover budgetary needs, totaling to the remaining project budget of \$630,889 that was to be liquidated.

Agenda# 25-363

City Council Approval Needed? Yes: ☒ No: ☐

Date Approved: _____

Resolution #: 2025-026

~*City Council Approval needed for transfers greater than \$75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.04.18 16:26:23 -04'00'
Requestor's Signature

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.04.18 16:26:36 -04'00'
Finance Approval Signature

Finance Director's Signature

John "Jack" Walsh
Digitally signed by John "Jack" Walsh
Date: 2025.04.18 16:12:50 -04'00'
Department Director's Signature

Lora Howell
Digitally signed by Lora Howell
Date: 2025.04.18 16:20:18 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____

Entered By: _____

Group #: _____



City of Cocoa Budget Adjustment Form FY2025- 055-T

Select Adjustment Type: Budget Transfer

Requesting Department #: 4010-Utilities

Date Prepared: 4/11/25

From Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 675,000	421-0000-369.90-06	OTHER MISC REVENUES / SETTLEMENTS		\$ 675,000	WS1001
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 675,000 Total					

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
(\$ 675,000)	421-0000-389.99-50	FUND BAL-APPROP. RESERVES (Case Settlement)		(\$ 675,000)	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
(\$ 675,000) Total					

Reason/Justification for Adjustment:

BAF 1 of 3 - To accept the payment for the settlement from June 11, 2020, when the City filed that certain action styled City of Cocoa v. Brandes Design-Build Inc., et al., Case No. 2020-CA-030750.
Agenda 25-363

City Council Approval Needed? Yes: ☒ No: ☐

Date Approved: _____

Resolution #: 2025-026

~*City Council Approval needed for transfers greater than \$75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.04.18 16:28:13 -04'00'
Requestor's Signature

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.04.18 16:28:28 -04'00'
Finance Approval Signature

Finance Director's Signature

John "Jack" Walsh
Digitally signed by John "Jack" Walsh
Date: 2025.04.18 16:13:15 -04'00'
Department Director's Signature

Lora Howell
Digitally signed by Lora Howell
Date: 2025.04.18 16:21:42 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____

Entered By: _____

Group #: _____

CITY COUNCIL AGENDA ITEM

Memo Date: April 22, 2025
Agenda Date: April 22, 2025
File ID: 2025-299
Prepared By: James Mitchell, Chief Water Plant Operator
Through: John Walsh, Utilities Director
Requested Action: To Approve Participation in a Cooperative Purchase Agreement Utilizing the Racine County, Wisconsin, OMNIA Partners/Trane Contract #3341 effective September 1, 2022 through August 31, 2027 to Purchase Two (2) 1.5-Ton HVAC Split Systems for Building 2, One (1) 2.5-Ton HVAC AC Split Systems for Building 7, One (1) 2.0-Ton HVAC AC Split Systems for Building 8, and Two (2) 2.5-Ton HVAC AC Split Systems for Building 12 at the Dyal Water Treatment Plant.

BACKGROUND:

The Dyal WTP owns and maintains a combination of Trane® Heating, Ventilation, and Air Conditioning (HVAC) equipment located within various facilities consisting of air handlers, compressors, and chiller systems; therefore, Trane® equipment has been standardized for consistency of maintenance, repair parts, and interoperability with the existing equipment and proprietary environmental control automation systems. In addition, there is an active multi-year service agreement with Trane® to assist in maintaining HVAC equipment.

The Motor Control Centers of the Dyal Water Treatment Plant (WTP) house sensitive electrical control systems and electrical switch gear that are essential to the operation of the plant. For the MCC's to function correctly, the operating environment must be temperature-controlled. The Trane® HVAC units that serve this purpose in Building 2 were installed in 2009, Building 7 were installed in 2011, Building 8 were installed in 1998, and Building 12 were installed in 2008 and have reached their end of useful life, thus requiring replacement.

The total cost of the Trane® units exceeds the City Manager's purchasing authority, thus, necessitating City Council approval. All the replacement Trane® units were planned for and budgeted for FY25.

Staff is requesting City Council approval to purchase the additional Trane® HVAC units outlined above by utilizing the Racine County, Wisconsin, OMNIA Partners/Trane Contract #3341, effective September 1, 2022 through August 31, 2027, and to authorize a budgeted expenditure for this equipment not to exceed \$125,511.00.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds

Account Number

421-4020-536.64-00

Amount

\$125,511.00 CA2502

PREVIOUS ACTION:

RECOMMENDED MOTION:

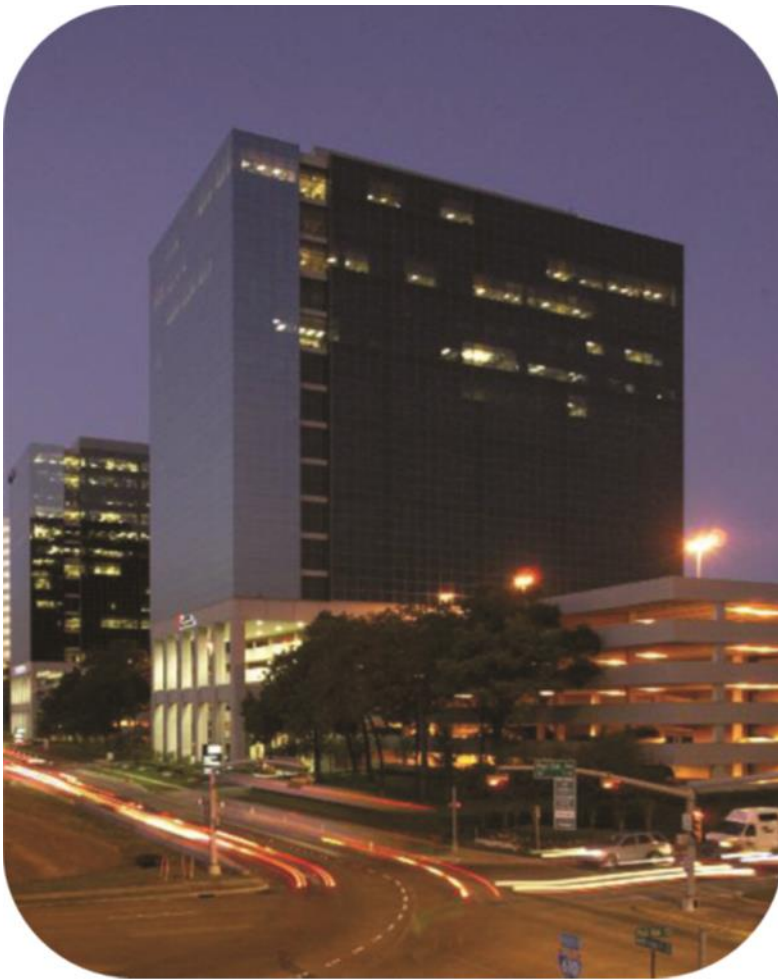
To Approve Participation in a Cooperative Purchase Agreement Utilizing the Racine County, Wisconsin, OMNIA Partners/Trane Contract #3341 effective September 1, 2022 through August 31, 2027 to Purchase Two (2) 1.5-Ton HVAC Split Systems for Building 2, One (1) 2.5-Ton HVAC AC Split Systems for Building 7, One (1) 2.0-Ton HVAC AC Split Systems for Building 8, and Two (2) 2.5-Ton HVAC AC Split Systems for Building 12 at the Dyal Water Treatment Plant.



Trane Turnkey Proposal

Dyal Water Treatment Plant Split System Replacements

Building 2 (Chem), Building 7 (Sludge), Building 8 (Ozone), and Building 12



Turnkey Proposal For:
Rachel Unruh
Chief of Maintenance
Dyal Water Treatment Plant
28400 FL-520
Christmas, FL 32709

Local Trane Office:
Trane U.S. Inc.
2301 Lucien Way, Suite 430
Maitland, FL 32751

Local Trane Representative:
Jason Aki
Account Manager – Team Leader
Office: (407) 660-1111
Cell: (321) 228-8865

Proposal ID:
7593247

Date:
April 1, 2025

OMNIA Partners / Trane Proposal # H3-129406-24-001

OMNIA Partners / Trane Contract #3341



Trane Turnkey Proposal

Executive Summary

Trane is pleased to present a solution to help the Dyal Water Treatment Plant reach its performance goals and objectives. This proposed project to install new Trane R-454B refrigerant split systems will enhance your operation by helping you to optimize your resources and provide new equipment to serve the area.

We appreciate the effort from the Dyal Water Treatment team to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing turnkey retrofit services to help achieve a comfortable environment for the people who occupy the facility. For the people who own, manage, and maintain the site, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits you should expect from this project are highlighted below.

- Trane Safety Plans in Place
- Trane Installation Team Oversight
- Turnkey Project
- Newer, More Efficient Equipment with Factory Warranties

Trane appreciates the opportunity to earn your business. We look forward to partnering with you for your turnkey retrofit service needs.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.



Jason Aki
Account Manager – Team Leader
Trane U.S. Inc.

Prepared For:

Rachel Unruh
Chief of Maintenance
Dyal Water Treatment Plant

Date:

April 1, 2025

Proposal ID:

7593247

Job Name:

Dyal Water Plant Split System Replacements 2025

Payment Terms:

Net 30

Delivery Terms:

Freight Allowed and Prepaid – F.O.B. Factory

Proposal Expiration Date:

30 Days

State Contractor License Number:

CM-C1249843

Scope of Work

“Scope of Work” and notations within are based upon site visits performed in December 2024.

Turnkey Installation of Trane HVAC Split Systems

- **Building 2 (Chem):** Qty (2) – 1.5 tons each
- **Building 7 (Sludge):** Qty (1) – 2.5 tons
- **Building 8 (Ozone):** Qty (1) – 2 tons
- **Building 12:** Qty (2) – 1.5 tons each

Note: All equipment includes Five (5) Year Parts and Labor Warranties

Mechanical Installation

- Reclaim refrigerant from (6) existing split systems.
- Demo refrigerant piping for (1) split system.
- Disconnect electrical wiring, refrigerant piping, ductwork, and condensate drains from (6) AHUs.
- Demo and remove existing AHUs.
- Disconnect electrical wiring, refrigerant piping, and tie-downs from (6) CUs.
- Demo and remove existing CUs.
- Flush (5) existing refrigerant circuits. (1) One circuit will be replaced.
- Set (6) new AHUs.
- Install new AHU stands if existing are too small or cannot be adjusted.
- Due to the height of new AHUs, (2) disconnect boxes will need to be relocated.
- Install (1) new 5kW heat kit in upstairs AHU at Sludge Building.
- Install new horizontal return air duct for upstairs AHU in Sludge Building. New ductwork to go from AHU return plenum to 90-degree elbow turning into the floor penetration. New return air ductwork to be wrapped with fiberglass blanket insulation.
- Install new breakers where needed.
- Reconnect high voltage wiring. Extend flexible conduits and wiring where needed.
- Replace disconnect box, breaker, and pull new wire for AHU in Sludge building.
- Install supply air plenums with sidewall diffuser.
- Install new PVC p-traps and connect to existing condensate drains.
- Install new condensate overflow shutoff switches.
- Set (6) new CUs on existing concrete pads and fasten down with hurricane clips.
- New CUs will be provided with corrosion coatings for coils and cabinets.
- Reconnect high voltage wiring to new CUs. Extend flexible whips and wiring as needed.
- Install (1) new refrigerant line set. New line set will be installed across existing sidewalk at the Ozone building.
- The hole saw concrete wall for piping penetration.
- Install new custom piping chase cover over through wall piping on exterior of building.

- Pressure test refrigerant systems with dry nitrogen and ensure leak-free installations.
- Insulate all new refrigerant piping. No jacketing is included.
- Evacuate refrigerant systems to proper micron levels.
- Perform startup and ensure proper operation.
- Provide additional R-454B refrigerant as needed to properly charge systems during startups.
- All labor is based on normal business hours (7AM-5PM).
- Provide one (1) year workmanship warranty.
- Provide permit.

Proposal Notes/ Clarifications

- Price is valid for 30 Days.
- 25% of the contract amount will be billed at the beginning of the job for equipment release and mobilization.
- **This proposal does not contain furnishing, installing, removal and reinstallation, controlling, or wiring of smoke dampers, combination fire/smoke dampers, reset stations, duct detectors, smoke detectors, or other fire alarm system devices.**
- **This proposal does not include any fire protection scope.**
- **This proposal does not include engineering or engineered plans.**
- **This proposal does not include building automation controls work.**
- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays).
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors.
- Asbestos or hazardous material abatement removal shall be performed by customer.
- This proposal does not include anything NOT mentioned in the scope above.
- Retention withheld 5% on installation, 0% on Equipment; rate reduced per the contract documents and released no later than the date of Trane substantial completion.

Investment

Building 2 (Chem)	\$38,793
Building 7 (Sludge)	\$26,135
Building 8 (Ozone)	\$22,128
<i>Add to cut concrete sidewalk, trench dirt, backfill, then form and repour concrete for new line sets</i>	<i>\$2,986</i>
Building 12.....	\$35,469

Financial items not included

- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,



Jason Aki
Account Manager – Team Leader
Trane U.S. Inc.

cc: Todd Gould – Dyal Water Plant
Seve Hewitt – Trane
Jerry Plew – Trane

Acceptance of Proposal By:

Customer: _____

Signed: _____

By: _____

Title: _____

Date: _____

Customer P.O. # (if any): _____

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism; war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(1024)
Supersedes 1-26.251-10(0123)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
- Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of

providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data: Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data: Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) Data backups; and
 - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or

undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024
Supersedes: November 2023v2



January 26, 2023

To: All Departments

Subject: Approved use of Omnia Partners contract 3341 with Trane US Inc.

The Purchasing Department has reviewed Omnia Partners contract 3341 with Trane US Inc. where Racine County, WI is the lead agency and has confirmed that the terms are acceptable for departmental use through August 31, 2027 unless extended.

The contract provides discounted pricing for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services such as training, start-up and commissioning services, installation, maintenance, turn-key services, IEQ, repair services, rentals, leases, and equipment upgrades.

IFB # RC2022-of 1001, General Terms and Conditions Section II-K National Contract states the solicitation is available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program and that the successful bidder is required to extend these services. It is further stated under Attachment D that Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Vendor and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase.

The City may enter into supplementary agreements and/or append its terms and conditions to the master agreement through the issuance and vendor acceptance of a purchase order.

The vendor quote and department requisition must clearly reference that pricing is being provided in according with this contract. Departments are required to obtain any additional documentation such as a COI and e-Verify affidavit when required. If purchase is greater than the City Manager approval authority and/or if the purchase results in a service agreement which is active in more than one fiscal year, the department must also obtain the approval of City Council.

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

Brian Dale
Purchasing Manger
City of Cocoa

Racine County, Wisconsin

Contract # 3341

for

**HVAC Products, Installation, Labor Based Solutions and
Related Product and Services**

with

Trane US Inc.

Effective: September 1, 2022

The following documents comprise the executed contract between the Racine County, Wisconsin and Trane U.S. Inc., effective September 1, 2022:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the IFB, incorporated by reference



HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES CONTRACT 2022

This Contract made and entered into this 16th day of August 2022, by and between Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (hereinafter referred to as "COUNTY") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

For good and valuable consideration, the parties agree as follows:

1. **WORK:** CONTRACTOR shall provide HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES:

The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid # RC2022-1001: HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES (aka, the Contractor's Bid Proposal submitted July 21, 2022) which is incorporated herein by reference. CONTRACTOR understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the COUNTY at the time of each renewal term if COUNTY chooses to renew. Bonds and insurance shall be written by a firm acceptable to the COUNTY as specified in the Project Manual.

2. **TERM:** September 1, 2022, to August 31, 2027, with full renewal of one (1) additional five (5) year term per the Project Manual. COUNTY shall exercise renewal options by issuance and delivery to CONTRACTOR of a written notice to renew this Agreement.
3. **PROJECT:** HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES in accordance with the Project Manual.
4. **PRICE:** Price as stated for all schedules included in the Project Manual.

5. **CANCELLATION:** This contract may be cancelled without penalty or obligation of any kind, by COUNTY by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the County Board of Supervisors to pay the obligations under this agreement.

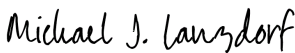
Either party may terminate the contract on the anniversary date in any subsequent year of the contract by providing the other party with written notice ninety (90) days prior to the anniversary date.

If the CONTRACTOR fails to maintain and keep in force required insurance, COUNTY shall have the right to cancel and terminate the contract without notice.

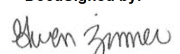
Notwithstanding any of the terms and conditions contained herein, the COUNTY and CONTRACTOR reserve the right to terminate the contract at any time for any reason by providing written notice of termination to the other party no less than ninety (90) days in advance of termination. In the event of said termination, CONTRACTOR shall not reduce its activities hereunder unless agreed in advance by COUNTY. The CONTRACTOR will pay according to the contract for services tendered through the date of termination.

RACINE COUNTY

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 8/17/2022
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Trane U.S. Inc.
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 BY:  8/16/2022
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TRANE

HVAC SYSTEM

SCHEDULED SERVICE AGREEMENT 2023

Trane Office**Trane U.S. Inc.**

2301 Lucien Way, Suite 430
Maitland, FL 32751

Trane Representative

Jason Aki

Account Manager – Team Leader

Cell: (321) 228-8865

Office: (407) 660-1111

jtaki@trane.com

Proposal ID

7055756

Telephone Number for Service

(407) 660-1111

Company Name**Dyal Water Treatment Plant**

28400 State Road 520
Christmas, FL 32709

Attention

Rick Cochran

Asset Manager

Cell: (321) 271-6336

rcochran@cocoaf1.gov

OMNIA Partners Proposal #H3-129406-22-002

OMNIA Partners / Trane Contract #3341

November 23, 2022

TRANE
TECHNOLOGIES



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EXECUTIVE SUMMARY

This **Scheduled Service Agreement** provides an integrated approach to planned maintenance for your HVAC equipment and building automation system (BAS). It is an effective service strategy. After all, both systems must work together to your building comfortable and energy efficient.

Under this combined service agreement, you will hand off the responsibilities for planning, scheduling and managing routine maintenance to Trane. Our local factory trained technicians keep your HVAC and BAS running efficiently and reliability, as two interdependent systems.

As an HVAC and systems service provider, Trane offers many advantages:

- Confidence that your HVAC equipment and BAS are being cared for according to OEM best practices for both frequency and procedures
- Priority service, available 24-hours a day, giving your facility precedence during urgent situations
- Advanced diagnostic technologies, allowing our technicians to analyze system performance more comprehensively, so they can identify and correct a broader set of conditions

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP O&M Guide 2010*)

FOCUSED ON BETTER BUILDINGS

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy

ENVIRONMENTAL PRACTICES

Trane procedures for handling refrigerant are compliant with federal and state regulations.

CONSISTENT PROCESSES

All Trane technicians follow documented processes ensuring uniform service delivery.

SAFETY

Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.

ASSIGNED TEAM

You will have a consistent group of Trane employees dedicated to your account.

ADDITIONAL SUPPORT

Trane offers a wide range of maintenance and repair services beyond the scope of this service agreement. Ask your Trane representative for details.



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SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS.

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

TRANE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Advantages:

- Trust one assigned maintenance team for all HVAC equipment brands
- Receive consistent service outcomes through proprietary Six Sigma maintenance procedures
- Save money compared to ad-hoc service calls



Implementation:

- Technician visits are scheduled in advance
- Service is completed during normal business hours
- Basic supplies, such as grease, cleaning solvents and wiping cloths, are included in the annual fee

TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

Advantages:

- Head off equipment failures and unplanned downtime
- Identify long-term equipment performance trends
- Gain definitive insights through Trane experience and expertise

Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Consistent testing according to Trane best-practice protocols year after year



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REFRIGERANT MANAGEMENT

US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA.*** This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.



Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has **all** their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs



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HVAC EQUIPMENT COVERAGE

Dyal Water Plant

Site	Equipment Type	Manufacturer	Model Number	Serial Number	Notes
Building 1	SS Air Handling Unit	Trane	TWE120B300EL	8402L2LBD	AHU 10T
	SS Air Handling Unit	Trane	TWE060A100EL	9352PC1BD	AHU 5T
	SS Air Handling Unit	Trane	TWE120B300EL	8435LMKBD	AHU 10T
	SS Air Handling Unit	Lennox	CBX40UHV-30-230-6-03	1613L08706	AHU 2.5T
	SS Condensing Unit	Trane	2TWA3060A4000AA	9351Y122F	CU 5T
	SS Condensing Unit	Trane	2TWA3060A4000AA	9351Y4G2F	CU 5T
	SS Condensing Unit	Trane	2TWA3060A4000AA	9333GG2F	CU 5T
	SS Condensing Unit	Trane	2TWA3060A4000AA	9352LAT2F	CU 5T
	SS Condensing Unit	Trane	2TWB3060A1000AA	9351Y3M2F	CU 5T
	SS Condensing Unit	Lennox	XP16-024-230-11	5814L03695	CU 2T
	Building Automation System	Trane	VarTrac	N/A	BAS
	Rooftop Unit	Trane	TSC120E4R	103410721L	RTU-1
	Rooftop Unit	Trane	TSC120E4R	103411365L	RTU-2
Filter Gallery	SS Condensing Unit	Trane	TTA120D400	12282T54YA	AHU 10T
	SS Air Handling Unit	Trane	TWE120D300	13171K6WBA	CU 10T
	SS Condensing Unit	Trane	TTA120D400	1231569DYA	AHU 10T
	SS Air Handling Unit	Trane	TWE120D300	13171LC3BA	CU 10T
Filter Gallery - Electrical	SS Condensing Unit	Trane	4TTR7024A1000BA	192912FM2F	3-CU-1
	SS Air Handling Unit	Trane	GAM5B0A24M21EAB	19222M8B1V	2T AHU
Building 2	SS Condensing Unit	Trane	2TTB3018A1000AA	9343SKL3F	1.5T CU
	SS Condensing Unit	Trane	2TTB3018A1000AA	9343SS43F	1.5T CU
	SS Air Handling Unit	Trane	2TEC3F18B1000AA	81750S31V	AHU #1
	SS Air Handling Unit	Trane	2TEC3F18B1000AA	83810X31V	AHU #2
Building 5	SS Condensing Unit	Trane	4TTR4018L1000AB	193514LGAF	1.5T CU
	SS Condensing Unit	Trane	4TTR4018L1000AB	193514N0AF	1.5T CU
	SS Air Handling Unit	Trane	TEM4A0B18S21SBA	190754A33V	AHU #1
	SS Air Handling Unit	Trane	TEM4A0B18S21SBA	19062XNC3V	AHU #2
Building 6	SS Condensing Unit	Trane	4TTR4018L1000AB	193514YHAF	1.5T CU
	SS Air Handling Unit	Trane	TEM4A0B18S21SBA	19331WLT3V	1.5T AHU
Building 7	SS Condensing Unit	Trane	4TTB3030D1000A	11184XEC3F	2.5T CU
	SS Air Handling Unit	Trane	4TEC3F30B1000AA	11245SL7AV	2.5T AHU



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Building 8	Air-Cooled Chiller	Trane	CGAM100	U19E73671	Chiller #1
	Air-Cooled Chiller	Trane	CGAM100	U19E73670	Chiller #2
	Chilled Water Pump	WEG	213TC	7.5hhp	CHW Pump #1
	Chilled Water Pump	WEG	213TC	7.5hhp	CHW Pump #2
	Chilled Water AHU	Carrier	39SHK09-4W	1714R43535	CHW AHU #1
	Chilled Water AHU	Carrier	39SHK09-4W	1714R43536	CHW AHU #2
	SS Condensing Unit	Trane	TTP024C100A3	N082TBFCF	SS CU - B8
	SS Air Handling Unit	Trane	TWE024C14FA0	N0810T31V	SS AHU - B8
Building 9	SS Condensing Unit	Trane	TTP024C100A3	N291M9YFF	2T CU
	SS Condensing Unit	Trane	TTP018C100A2	N283P8RFF	1.5T CU
	SS Air Handling Unit	Trane	TWE024C14FA0	N301WN71V	2T AHU
	SS Air Handling Unit	Trane	TWE018C14FA0	N301WKW1V	1.5T AHU
Building 11	Rooftop Unit	Trane	TZC048F	171910242L	RTU-1
	Rooftop Unit	Trane	TZC048F	171910228L	RTU-2
Building 12	SS Condensing Unit	Trane	2TTB3018A1000AA	9343SHT3F	1.5T CU
	SS Condensing Unit	Trane	2TTB3018A1000AA	9343STG3F	1.5T CU
	SS Air Handling Unit	Trane	2TEC3F18B1000AA	81750SS1V	AHU #1
	SS Air Handling Unit	Trane	2TEC3F18B1000AA	8175SN31V	AHU #2
Building 15	Mini Split Condensing Unit	Trane	TRUZA0181KA70NA	03U014367H1J32	ACCU2
	Mini Split Air Handling Unit	Trane	TPKA0A0181HA70A	9XA000037G6B36	AHU-1
	SS Air Condensing Unit	Trane	TTA180	21042728TA	ACCU1
	SS Air Handling Unit	Trane	TWE180	20442306WA	AHU-2
Building 16	Mini Split Condensing Unit	Trane	TRUYA0421K070NA	9343SHT3F	ACCU1
	Mini Split Air Handling Unit	Trane	TPVA0421AA70A	11G0000832P813	AHU-1
	Mini Split Condensing Unit	Trane	TRUYA0421KA70NA	9343STG3F	ACCU2
	Mini Split Air Handling Unit	Trane	TPVA0421AA70A	11G0000932P813	AHU-2
Taylor Creek	SS Condensing Unit	Trane	2TTB3024A1000CA	14163L373F	8-CU-1
	SS Air Handling Unit	Trane	TWE030C140F1	N29348A1V	8-AHU-1
Weewahootee	Mini-Split Condensing Unit	Carrier	RAV-SP180AT2-UL	302P0071	1.5T MS CU
	Mini-Split Air Handling Unit	Carrier	RAV-SP180KRT-UL	32600031	1.5T MS AHU
	Mini-Split Condensing Unit	Carrier	24ABB342A300	4113E18180	2T CU
	Mini-Split Air Handling Unit	Carrier	FB4CNF042	4213A84972	2T AHU
	SS Condensing Unit	Trane	4TTR4024L1000BA	17215AL24F	2T CU
	SS Air Handling Unit	Trane	TEM4A0B24S21SAA	17301SFW3V	2T AHU



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Downtown Cocoa Plant	Mini-Split Condensing Unit	Mitsubishi	PUMY-P60NKMU	54U03365C	CU-1
	Mini-Split Condensing Unit	Mitsubishi	PUMY-P60NKMU	54U03402C	CU-2
	Mini-Split Air Handling Unit	Mitsubishi	PKFY-P30NKMU-E2	54M00556	AHU-1
	Mini-Split Air Handling Unit	Mitsubishi	PKFY-P30NKMU-E3	54M00558	AHU-2
	Mini-Split Air Handling Unit	Mitsubishi	PKFY-P30NKMU-E4	54M00552	AHU-3
	Mini-Split Air Handling Unit	Mitsubishi	PKFY-P30NKMU-E5	54M00563	AHU-4

*** See Appendix for detailed Scope of Services for each maintenance inspection.**



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PRICING AND ACCEPTANCE

Attention:
Rick Cochran
Asset Manager

Site Address:
Dyal Water Plant
28400 State Road 520
Christmas, FL 32709

Trane Service Agreement

This Service Agreement for Building Automation Systems consists of the pages beginning with the page entitled "HVAC Systems Scheduled Service Agreement," the consecutively numbered pages immediately following such title page and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Investment
Year 1: 01/01/2023 – 09/30/2023	\$40,716

Labor

Annual Inspection (Quantity 1) = 160 hours x \$155/hour = \$24,800

Routine Inspections (Quantity 2) = 40 hours x \$155/hour x 2 Inspections = \$12,400

Materials

Filters, belts, consumables, etc. at 27.5% Gross Margin = \$3,516

Optional Contract Renewal Terms	Annual Investment
Year 2: 10/01/2023 – 09/30/2024	\$49,812
Year 3: 10/01/2024 – 09/30/2025	\$51,804
Year 4: 10/01/2025 – 09/30/2026	\$53,876
Year 5: 10/01/2026 – 09/30/2027	\$56,032

Note: Year 1 includes one (1) Annual Inspection and two (2) routine inspections as it is pro-rated to match the City of Cocoa's fiscal year. Optional Years 2-5 include one (1) Annual Inspection and three (3) Routine Inspections.

*** The above pricing is based upon the OMNIA Partners / Trane Contract #3341. All repairs and miscellaneous materials markup will be based upon the Central Florida regional pricing.**

☐ Service Fee Discount. A **one-time three percent (3%) discount** is offered for full payment of one year in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. This Service Fee discount is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.



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In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is **January 1, 2023 - September 30, 2023**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on **September 30, 2023**, this Agreement may be renewed at Customer's option for successive periods of one (1) year (the "Renewal Term") until terminated as provided herein and in accordance with the Annual Investment summary provided on Page 8. Customer shall notify Trane by telephone or by U.S. mail thirty (30) days prior to the expiration of the Initial Term or a subsequent Renewal Term of its intent to extend this Agreement for an additional Renewal Term. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (407) 660-1111 or by direct mail addressed to: 2301 Lucien Way, Suite 430 Maitland, FL 32751.

Cancellation by Customer Prior to Services; Refund; Cancellation for Cause

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company. In addition, should Trane materially breach this Agreement and such breach is not cured within fifteen (15) days of receiving written notice of such breach by the Customer, the Customer shall be entitled to terminate this Agreement immediately and Trane shall refund the Customer any pre-paid fees for Services not delivered to the Customer satisfaction by Trane.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE

Dyal Water Plant

Authorized Representative

Stockton Whitten

Printed Name

City Manager

Title

02/28/2023

TRANE ACCEPTANCE

Trane U.S. Inc.

Submitted By: Jason Aki

Proposal Date: November 23, 2022

Cell: (321) 228-8865

Office: (407) 660-1111

License Number: CMC1249843

03/01/2023



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A handwritten signature in black ink, appearing to read 'Erik Smedell'.

Authorized Representative

Senior Area General Manager

Title

01/20/2023

Signature Date

Purchase Order

02/28/2023

Acceptance Date



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TERMS AND CONDITIONS

TERMS AND CONDITIONS – QUOTED SERVICE

"Company" shall mean Trane U.S. Inc.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services").

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due and payable in accordance with the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Without liability to Customer, Company may discontinue performance whenever payment is overdue and upon ten (10) days' written notice to Customer.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping; hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation



of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement (Pre-Existing Conditions), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate ninety (90) days after termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Products(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, CONTAMINANTS), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

11. Indemnity. Trane shall protect, defend, indemnify and hold harmless, the Customer, 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, errors, omissions, or willful misconduct of Trane, its employees, or agents, arising out of or connected with this Agreement; or which arise out of any inaccurate representation made by the Trane, its employees or agents; or any breach of this Agreement by Trane, its employees or agents, except to the extent of the sole negligence, wrongful acts or omissions of the Customer or its agents, elected or appointed officials, employees, or representatives. For purposes of this indemnification only, Trane shall indemnify the Customer for claims made by the employees of Trane, and Trane hereby waives its entitlement, if any, to immunity under SECTION 440.011, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE LIMITS OF APPLICABLE INSURANCE. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMERS NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, CONTAMINANTS LIABILITIES) AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos poly-chlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to



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resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in a manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

22. PUBLIC RECORDS; RIGHT TO AUDIT RECORDS. 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 under and pursuant to the Public Records Laws, whether in the possession or control of the City or the Service Provider. If and to the extent 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, or other Public Records Laws (records subject to the Public Records Laws are herein referred to as "public records"), they 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



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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. 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 public records at no cost or allow the public 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. Upon completion of the Agreement, Service Provider shall transfer to the City, at no cost, copies of all public records in possession of the Service Provider. Upon such transfer, Service Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. 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.

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

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

25. The City intends to avail itself of the benefits of Section 769.28, 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 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.

1-26.130-7 (0821)
Supersedes 1-26.130-7 (0720)



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APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

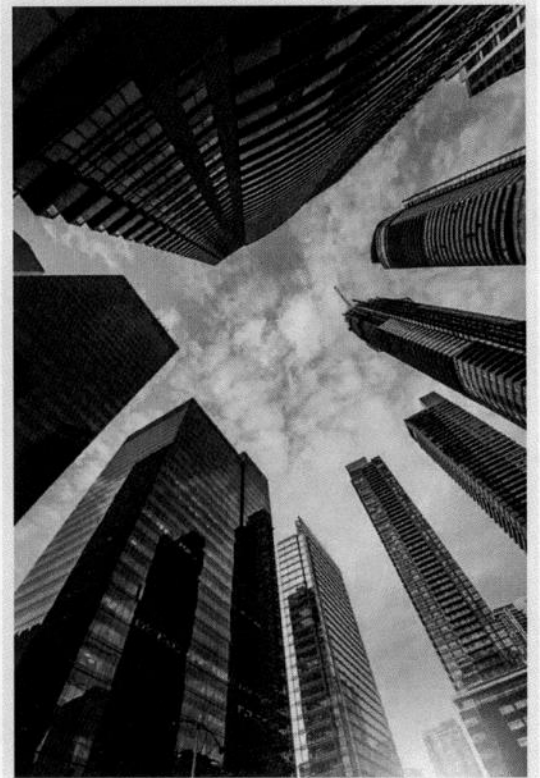
In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training



ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

Trane adheres to all environmental regulations when removing used oil from refrigeration units. We have a national contract with a qualified supplier to recycle or dispose of used oil appropriately.



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CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



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CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Air Cooled Condenser Annual Inspection – Qty. 1

Description

- Lock Out Tag Out Condenser
- Electrical Inspection-Unitary
- Leak Test Inspection (Positive Pressure)
- Condenser Coil Check
- Condenser Physical Fan Check
- Remove Lock Out Tag Out and Restore Power
- Manual Log

Service 2: Air Cooled Condenser Routine Inspection – Qty. 2

Description

- Lock Out Tag Out Condenser
- Condenser Coil Check
- Unitary Visual Equipment Inspection
- Remove Lock Out Tag Out and Restore Power

Service 3: Odyssey Annual Inspection – Qty. 1

Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Bearing Lubrication
- Condensate Drip Pan Treatment
- Condenser Coil Cleaning (Light Commercial)
- Meg Supply Fan Without VFD
- Meg Compressor Motor
- Electrical Inspection
- Condenser Fan Check (Odyssey)
- Start Up Seasonal Cooling

Service 4: Odyssey Routine Inspection – Qty. 2

Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO

Service 5: Precedent Annual Inspection – Qty. 1

Description

- Unitary Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Evaporator Coil Cleaning, No LOTO
- Condensate Drip Pan Treatment
- Supply Fan Inspection
- Condenser Fan Check
- Bearing Lubrication
- Filter Inspection And Change
- Electrical Inspection



TRANE

LET'S GO BEYOND™

- Check Damper - M Series, BYC
- Seasonal Cooling Start Up
- Log Unit

Service 6: Precedent Routine Inspection – Qty. 2

Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Filter Inspection And Change
- Condensate Drip Pan Treatment
- Log Unit (Unitary)

Service 7: RTAA Annual (Water Coil Cleaning) – Qty. 1

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Electrical Inspection (RTA*)
- Compressor Starter Inspection (Wye-Delta Closed Transition) Series R Air Cooled
- Flow/Differential Mechanical Switch Check
- Remove Lock Out Tag Out At Main Disconnect
- Condenser Fans Check RTA* Per Circuit
- Visual Condenser Coil Check
- Oil Level Check Per Compressor
- Oil Analysis Per Compressor
- Low Temperature Sensor Calibration
- Control Panel Calibration Check
- Leak Test Inspection (Positive Pressure)
- Coil Cleaning Water (Applied)
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Compressor And Oil Separator Heater Check
- Manual Log With Electronic Device
- Complete Required Paper Work

Service 8: RTAA Routine Inspection – Qty. 2

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Condenser Fans Check RTA* Per Circuit
- Visual Condenser Coil Check

Service 9: Split System Air Handler Annual Inspection (Includes Condenser) – Qty. 1

Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Filter Inspection and Change (Generic)
- Supply Fan and Motor Inspection (Direct Drive)
- Electrical Inspection (Air Handler NTP)
- Log Unit (NTP Air Handler)
- Lock Out Tag Out Condenser



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- Condenser Coil Check (Generic)
- Coil Cleaning Solution
- Condenser Physical (One) Fan Check (Generic Condensing Unit)
- Electrical Inspection (Light Commercial Condensing Unit)
- Log Unit (NTP Cooling)

Service 10: Split System Air Handler Routine Inspection (Includes Condenser) – Qty. 2

Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Direct Drive)
- Filter Inspection and Change (Generic)
- Condensate Drip Pan Inspection and Treatment
- Visual Electrical Inspection
- Generic Check Delta T
- Log Unit (NTP Air Handler)

Service 11: Building Automation System Analysis and Review – Routine Inspection – Qty. 3

Description

- System Controller Inspection
- Verify System Software Programming
- System Back-Up
- Customer Review

Notes:

1. Filter to be replaced during the routine and annual inspections.
2. Belts to be replaced on an annual basis.

Florida - Central (Zone 42, H3)		Hourly Rate 7/1/2022		
Item	Labor Classification	Normal Business Hours	Overtime	Holiday
1	Architect	\$ 317.07	\$ 475.60	\$ 634.14
2	Asbestos worker	\$ -	\$ -	\$ -
3	Boilermaker	\$ 225.48	\$ 338.21	\$ 450.95
4	Concrete finishers	\$ 126.83	\$ 190.24	\$ 253.66
5	Delivery personnel	\$ 77.51	\$ 116.27	\$ 155.02
6	Drafting	\$ 105.69	\$ 158.53	\$ 211.38
7	Drywall and ceiling installers	\$ 105.69	\$ 158.53	\$ 211.38
8	Electricians	\$ 246.61	\$ 369.92	\$ 493.23
9	Engineering design	\$ 246.61	\$ 369.92	\$ 493.23
10	Geothermal well field labor	\$ 162.06	\$ 243.09	\$ 324.12
11	Heavy equipment operators	\$ 176.15	\$ 264.22	\$ 352.29
12	HVAC commercial A/C technician	\$ 161.99	\$ 242.98	\$ 323.97
13	HVAC light commercial	\$ 133.87	\$ 200.80	\$ 267.74
14	HVAC helper	\$ 126.83	\$ 190.24	\$ 253.66
15	HVAC field supervisor	\$ 176.15	\$ 264.22	\$ 352.29
16	HVAC refrigeration technician	\$ 155.01	\$ 232.51	\$ 310.01
17	HVAC duct installer	\$ 155.01	\$ 232.51	\$ 310.01
18	HVAC filter technician	\$ 119.79	\$ 179.68	\$ 239.57
19	HVAC building automation technician	\$ 181.43	\$ 272.14	\$ 362.85
20	Infrared technician	\$ 211.38	\$ 317.07	\$ 422.76
21	Insulators	\$ 162.06	\$ 243.09	\$ 324.12
22	Laborers	\$ 77.51	\$ 116.27	\$ 155.02
23	Light equipment operators	\$ 105.69	\$ 158.53	\$ 211.38
24	Metal building assembler	\$ 126.83	\$ 190.24	\$ 253.66
25	Millwrights	\$ 126.83	\$ 190.24	\$ 253.66
26	Operating engineer	\$ 126.83	\$ 190.24	\$ 253.66
27	Painters, wall covering installers	\$ 140.92	\$ 211.39	\$ 281.85
28	Pipefitters	\$ 183.20	\$ 274.80	\$ 366.40
29	Plasterers	\$ 112.73	\$ 169.10	\$ 225.46
30	Plumbers	\$ 183.20	\$ 274.80	\$ 366.40
31	Project manager	\$ 183.20	\$ 274.80	\$ 366.40
32	Project administrator	\$ 133.87	\$ 200.80	\$ 267.74
33	Project engineering	\$ 176.15	\$ 264.22	\$ 352.29
34	Roofers	\$ 133.87	\$ 200.80	\$ 267.74
35	Sheet metal workers	\$ 155.01	\$ 232.51	\$ 310.01
36	Test and balance technician	\$ 211.38	\$ 317.07	\$ 422.76
37	Tile setters	\$ 133.87	\$ 200.80	\$ 267.74
38	Water Proofers, caulkers	\$ 105.69	\$ 158.53	\$ 211.38
39	Water treatment technician	\$ 155.01	\$ 232.51	\$ 310.01
Additional labor categories:				
1	Bricklayers; Masons	\$ 112.73	\$ 169.10	\$ 225.46
2	Carpenter /Case worker	\$ 126.83	\$ 190.24	\$ 253.66
3	Carpet Layers/Floor Installers	\$ 126.83	\$ 190.24	\$ 253.66
4	Data Comm/Telecom Installer	\$ 176.15	\$ 264.22	\$ 352.29
5	Elevator Mechanics	\$ 260.70	\$ 391.05	\$ 521.39
6	Glaziers	\$ 133.87	\$ 200.80	\$ 267.74
7	Ironworkers	\$ 133.87	\$ 200.80	\$ 267.74
8	Lathers	\$ 133.87	\$ 200.80	\$ 267.74
9	Sprinkler Fitters	\$ 176.15	\$ 264.22	\$ 352.29
10	Terrazzo Workers	\$ 133.87	\$ 200.80	\$ 267.74
11	Energy Engineer	\$ 200.86	\$ 301.30	\$ 401.73
12	MISC MATERIAL MARGIN	28.50%	28.50%	28.50%

CITY COUNCIL AGENDA ITEM

Memo Date: April 22, 2025
Agenda Date: April 22, 2025
File ID: 2025-233
Prepared By: Tiffany Bonadio, Fire Administrative Coordinator
Through: Jonathan Lamm, Fire Chief
Requested Action: Approve a 3-year service agreement contract with Stryker Sales, LLC for ProCare LifePak and LUCAS field repair services based off of a Savvik buying group cooperative contract #RFB-2024-06. At an annual cost of \$14,657.40 for a total cost of \$43,972.20.

BACKGROUND:

Stryker has provided field service and repairs on LifePak and LUCAS mechanical chest compression system devices to the Cocoa Fire Department, both in the past and currently. The Fire Department currently has eight (8) such units that require regular maintenance. These services ensure that all Stryker equipment used by fire personnel remains in optimal working condition, enhancing firefighter safety and operational efficiency when serving our community.

The City has obtained a 3-year contract with Stryker for these services, which will include a 15% discount from the list price based off of a Savvik Buying Group Cooperative purchasing agreement, contract # RFB-2024-06, where Eagle County Health Service District, a public agency in the state of Colorado, served last the lead agency. Although the quote lists a start date of March 1, 2025, the service period will begin upon execution of the agreement and continue for three years, for a total cost of \$43,972.20.

The annual cost for maintenance of the Fire Department's ProCare LifePak and LUCAS field repair services will be \$14,657.40 each year for the next three (3) years at a total cost of \$43,972.20.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? Yes

\$14,657.40 approved in the FY25 adopted budget

\$14,657.40 for FY26 and \$14,657.40 for FY27 subject to council approval and adoption

If not budgeted, is amendment / transfer attached?

Source/Use of Funds

Account Number 001-2201-522.46-00

Amount \$14,657.40 FY25

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

Change Order Amount: \$

Original Purchase Order Amount: \$

For this Agenda Item note Prior Change Order Information:

Total Number of change orders to date:

Total amount in change orders to date: \$

PREVIOUS ACTION:

RECOMMENDED MOTION:

Approve a 3-year service agreement contract with Stryker Sales, LLC for ProCare LifePak and LUCAS field repair services based off of a Savvik buying group cooperative contract #RFB-2024-06. At an annual cost of \$14,657.40 for a total cost of \$43,972.20.



3 Year PLT, BATT, PM - Renewal

Quote Number:11074497

Version:1

Prepared For:CITY OF COCOA FIRE DEPT

Attn:

Rep:Kellie Smith

Email:

Phone Number:

GPO:CUSTOMER CONTRACT

Quote Date:04/12/2025

Expiration Date:07/11/2025

Contract Start:03/01/2025

Contract End:02/29/2028

Service Rep:Shannon Manderfield

Email:shannon.manderfield@stryker.com

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	CITY OF COCOA FIRE DEPT	Name:	CITY OF COCOA FIRE DEPT	Name:	CITY OF COCOA FIRE DEPT
Account #:	20126614	Account #:	20126614	Account #:	20126614
Address:	1740 DIXON BLVD	Address:	1740 DIXON BLVD	Address:	1740 DIXON BLVD
	COCOA		COCOA		COCOA
	Florida 32922-5428		Florida 32922-5428		Florida 32922-5428

ProCare Products:

#	Product	Description	Months	Qty	Sell Price	Total
1.0	LIFEPAK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR ✓ Parts, Labor, Travel ✓ Preventative Maintenance ✓ Batteries Service	36	1	\$5,816.55	\$5,816.55
2.0	LIFEPAK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR ✓ Parts, Labor, Travel ✓ Preventative Maintenance ✓ Batteries Service	36	5	\$5,816.55	\$29,082.75
3.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR ✓ Parts, Labor, Travel ✓ Preventative Maintenance ✓ Batteries Service	36	1	\$4,536.45	\$4,536.45
4.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR ✓ Parts, Labor, Travel ✓ Preventative Maintenance ✓ Batteries Service	36	1	\$4,536.45	\$4,536.45
ProCare Annual Payment:						\$14,657.40

Price Totals:

Total Discount % Off:	15.0%
Grand Total:	\$43,972.20

Comments:

Pricing is compliant with the Savvik Contract. Savvik Member ID #31005



3 Year PLT, BATT, PM - Renewal

Quote Number: 11074497

Version: 1

Prepared For: CITY OF COCOA FIRE DEPT

Attn:

Rep: Kellie Smith

Email:

Phone Number:

GPO: CUSTOMER CONTRACT

Quote Date: 04/12/2025

Expiration Date: 07/11/2025

Contract Start: 03/01/2025

Contract End: 02/29/2028

Service Rep: Shannon Manderfield

Email: shannon.manderfield@stryker.com

Authorized Customer Signer (Printed)

Date

Stryker Authorized Signature (Printed)

Date

Authorized Customer Signature

Date

Stryker Authorized Signature

Date

Purchase Order

Number

Service Terms and Conditions:
The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com> The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Equipment Service Plan

Line Item #	Model	Serial #
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	46489359
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50351224
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50351753
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50351206
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50351191
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50351132
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	35185912
4.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	35191415

Purchase Order Form



Account Manager _____
Cell Phone _____

Purchase Order Date _____
Expected Delivery Date _____
Stryker Quote Number _____

Check box if Billing same as Shipping ☐

BILL TO		CUSTOMER #
Billing Account Num		
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

SHIP TO		CUSTOMER #
Shipping Account Num		
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE		

Accounts Payable Contact Information

Name _____
Email _____
Phone _____

Stryker Terms and Conditions

www.stryker.com/stnc

Authorized Customer Signature

Printed Name _____
Title _____
Signature _____
Date _____

Attachment Stryker Quote Number

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - o If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
 - o Stryker will continue to offer contractual service on a yearly basis only
 - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
 - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

STANDARD TERMS OF SALE (US) and ProCare TERMS & CONDITIONS (Appendix 3)

CUSTOMER: CITY OF COCOA (FL) FIRE DEPARTMENT (April 2024) – Medical Division

1. **General.** All sales of Products distributed by Stryker in the United States are subject to the following terms and conditions. In these "Standard Terms of Sale", "Stryker" means Stryker Corporation and any of its affiliates providing Products to Customer, goods and services sold by Stryker are referred to as "Products", and the City of Cocoa FL Fire Department of the Products is referred to as the "Customer." Stryker and Customer are herein collectively referred to as "Parties".
2. **Price and Taxes.**
 - 2.1. Prices shown on Stryker invoices are net of discounts provided at the time of purchase and Products listed on an invoice may be subject to additional rebates or discounts, for which separate documentation is provided by Stryker. Customer must: (i) claim the value of all rebates or discounts in Customer's fiscal year earned or the immediately following fiscal year; (ii) properly report and appropriately reflect and allocate prices paid net of all discounts and rebates in Medicare/Medicaid cost reports and all claims for payment filed with third party payors as required by law or contract; and (iii) provide agents of the U.S. or a state agency with access to all information from Stryker concerning discounts and rebates upon request.
 - 2.2. Stryker's price does not include sales, use, value added, franchise, gross receipts, profits, excise, privilege, occupation, personal property, withholding and all other federal, state or local or foreign taxes, import or customs fees and duties associated with an order, however designated (collectively, "Taxes"). Customer will be liable for all Taxes, whether or not Stryker invoices Customer for such Taxes (unless Customer will provide Stryker at the time an order is submitted with an exemption certificate or other documents acceptable to taxing or customs authorities).
3. **Payment Terms.** All invoices issued under this Agreement shall be subject to the Florida Prompt Payment Act Section 218.70 et. Seq., Florida Statutes (45 days after the date of Stryker's invoice. Any amount not paid on time will be subject to a late fee of 1.5% per month prorated (18% per annum), or the maximum interest rate allowable by law, whichever is the highest. Stryker, in its sole discretion, reserves the right to change terms of payment and/or discontinue further shipments or suspend services, without prejudice to any other lawful remedy, in the event that: (i) the sale would cause to be exceeded any credit limit that Stryker will have extended to Customer under Section 4 below; (ii) if at any time Stryker determines that Customer's financial condition or credit rating does not justify a sale on credit; or (iii) Customer is at any time in default in any indebtedness or obligation that Customer owes to Stryker. Stryker may require advance payment or may ship C.O.D. Payment must be made to Stryker at the location designated in Stryker's invoice. Customer must notify Stryker in writing of any disputed invoice within 15 days of its receipt. The writing must provide Stryker with sufficient detail regarding the basis and amount of the dispute. If Customer does not dispute an invoice within 15 days of its receipt, such invoice will be deemed to have been approved and accepted by Customer.
4. **Credit Policies.** Based upon Customer's financial position and payment history, Stryker may, in Stryker's sole discretion, assign Customer a credit limit. Customer's total pending orders and outstanding accounts payable to Stryker must remain within the amount of the credit limit. Stryker may at any time, in Stryker's sole discretion, modify or discontinue Customer's credit limit or modify Stryker's credit terms and other credit policies. Neither this paragraph nor any other provision of these Standard Terms of Sale makes Customer a dealer or distributor of Stryker or obligates Stryker to sell any Products to Customer.
5. **Delivery, Title and Risk of Loss.** Unless otherwise provided on an invoice, or except for Products purchased on a consignment basis, all Products purchased directly from Stryker will be shipped F.O.B Origin, freight, insurance and handling prepaid and added to the invoice. Title and risk of loss transfer to Customer upon Stryker's delivery of the Products to a common carrier. Shipping and delivery dates are estimates only, and time is not of the essence. Stryker may ship all the Products at one time or in portions. Stryker will have the right to determine the method of shipment and routing of the Products, unless Stryker agrees otherwise in writing. All Products will be shipped to the address indicated in the "ship to" portion of Customer's purchase order. Stryker reserves the right to refuse to ship the Products to third parties.
6. **Consignment and Loaned Instrumentation.** To the extent Products are consigned or loaned to Customer, the additional terms and conditions set forth in in Appendix 1 hereto will apply. **Intentionally Omitted; N/A to Products Covered Under Agreement.**
7. **Stryker Communications Products.** To the extent Products purchased by Customer include equipment and installation services provided by Stryker's Communications division, the additional terms and conditions set forth in in Appendix 2 hereto will apply. **Intentionally Omitted; N/A to Products Covered Under Agreement.**
8. **Trade-in Equipment.** Any trade-in discount reflected on an invoice is an additional discount given by Stryker as a result of trade-in equipment remitted to Stryker by Customer at Customer's request. Customer transfers and delivers unto Stryker all of Customer's rights, title and interest in and to such trade-in equipment and all trade-in equipment must be shipped to the address designated by Stryker within the time period agreed to by the Parties. All trade-in equipment must be appropriately packaged, consistent with Stryker's instructions or if such instructions have not been provided, with good commercial practice. Customer assumes responsibility for shipment of trade-in equipment to Stryker and for risk of loss or damage during shipment. Trade-in equipment must be accompanied by a copy of the purchase order or the trade-in order number. Failure to return trade-in equipment in accordance with these instructions may result in forfeiture of the trade-in discount, for which Stryker will bill Customer, to be paid by Customer in accordance with Section 3.
9. **Product Training.** Stryker may provide technical training, including both initial training for new users and supplemental training for

existing users, as needed to promote the safe and effective use of its Products sold to Customer. Such technical training will be provided for any health care practitioner who uses or intends to use the Product and is employed by, or is on the active medical staff of, Customer. If Stryker provides the technical training to a health care professional, it may pay for or reimburse the reasonable expenses, including meals, lodging and transportation, actually incurred by eligible recipients in connection with the technical training provided under this paragraph. Such training is not deemed a condition precedent to sale of the Products or Customer's acceptance thereof.

10. Warranties, Return Policies and Maintenance. (Products)

- 10.1. In addition to Stryker's current standard Product warranties, if applicable, Stryker warrants that: (i) it has good title to Products shipped directly to Customer, free of all liens, claims and encumbrances; and (ii) the Products, at the time of sale, meet applicable FDA clearance or approval (as applicable) necessary for commercial sale. Notwithstanding the foregoing clause (i), Customer agrees that Stryker will retain a purchase money security interest in the Products, and to any proceeds from the disposition of such Products, until the purchase price and other charges due Stryker have been paid in full. Upon any default by Customer hereunder, Stryker will have any and all rights and remedies of secured party under the Uniform Commercial Code which right will be cumulative.
- 10.2. THE EXPRESS WARRANTIES SET FORTH IN SECTION 10.1 AND STRYKER'S STANDARD PRODUCT WARRANTY ARE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCTS SOLD TO CUSTOMER AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
- 10.3. Products returned by Customer for credit, replacement and/or repair will be in accordance Stryker's applicable return policy.
- 10.4. Stryker's standard Product warranties and return policies can be found at www.stryker.com/returnpolicy. Stryker's Product warranties apply only to (i) the original end-user purchaser of Products directly from Stryker or its authorized distributors and (ii) Products manufactured by Stryker. Unless otherwise agreed to in writing by Stryker, non-Stryker Products are sold "as-is" with no warranty of any kind, express or implied.
- 10.5. In addition to Stryker's standard Product warranties, service plans for repairs and maintenance may be purchased at any time for a number of Stryker's capital equipment Products. These special service plans cover repair and/or maintenance that the designated piece of equipment may require during the term of the service plan contract. Specific service plan details are available through your local Stryker sales representative. Stryker's service plan terms and conditions are set forth in **Appendix 3** hereto.
- 10.6. Customer agrees that Stryker may monitor use of the Products, and services provided through the Products, by Customer and users and collect and use Stryker Data, including to compile information related to the provision, operation or use of a Product, facilitate the provision of support, consulting, training and other services, and verify compliance with the terms of this Agreement. Stryker may use and make publicly available, Stryker Data to the extent and in the manner permitted under applicable law. Stryker owns Stryker Data, and Customer grants Stryker a non-exclusive, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer's Content incorporated within the Stryker Data. "Stryker Data" means any data relating to or arising from the business operations or plans, services and products of Stryker or the performance or use of the Products or that may aid Stryker in optimizing resources and support; may be used to improve products or services, may be used in research and development regarding products or services; may be used in verification of security and data integrity of products or services or in resource planning, industry trends, benchmarking, or contract administration (e.g., data used for sales compensation), and any Personal Information that is aggregated and not identified or identifiable to any individual.

11. Software License. Intentionally Omitted; N/A to Products Covered Under this Agreement.

12. Indemnity.

- 12.1. Stryker shall indemnify and hold harmless the Customer, its officials, employees, agents, and city attorneys (individually and in their official capacity), from all third party claims, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused directly by the negligence, recklessness, intentional wrongful misconduct or violation of applicable law of Stryker and persons employed or utilized by Stryker in the performance of Stryker's obligations under this Agreement. The foregoing indemnification will not apply to any liability arising from: (a) an injury or damage due to the negligence of any person other than Stryker's employees or agents; (b) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (c) the use of any equipment or part not purchased from Stryker or any Equipment that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (d) any actions taken or omissions made by any Stryker employee while under the direction or control of the Customer's staff.
- 12.2. Unless the liability is caused directly by the negligence, recklessness, intentional wrongful misconduct or violation of applicable law by the Customer, its employees or agents, Stryker specifically assumes potential liability for actions brought by Stryker's own employees against the Customer and, solely for the purpose of this indemnification and defense, Stryker specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.
- 12.3. The indemnification provided above shall obligate the Stryker to defend at its own expense of any and all claims of liability and all suits and actions of every name and description that may be brought by a third party against the Customer or its officers, employees, and city attorneys which are subject to the indemnification provisions of Section 12.1 and 12.2. Stryker's indemnification obligations under this Section 12 are conditioned on Customer promptly providing Stryker with (i) timely written notice of any claim for which indemnification is sought; (ii) reasonable assistance and all available non-proprietary information reasonably required in the defense or settlement of any claim; and (iii) sole control over the defense against any claim and the

settlement of any claim; provided, however, that Stryker will not agree to any settlement or compromise that imposes or results in any finding of fault or any restriction or obligation on the part of Customer without Customer's prior written consent (which will not be unreasonably withheld). The indemnity provisions set forth in this Paragraph shall survive termination of this Agreement.

13. Insurance.

13.1. COMMERCIAL GENERAL LIABILITY INSURANCE REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN \$15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than \$15,000, maintain Commercial General Liability insurance with a required limit of \$1,000,000 per occurrence and general aggregate. It is further required that the City of Cocoa, be included as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun. Blanket additional insured endorsements are acceptable.

13.2. COMMERCIAL GENERAL LIABILITY INSURANCE REQUIREMENTS FOR CONTRACTS VALUED AT \$15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is \$15,000 or MORE, maintain Commercial General Liability insurance with a required limit of \$2,000,000 per occurrence and \$2,000,000 general aggregate. It is further required that the City of Cocoa be included as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun. Blanket additional insured endorsements are acceptable.

13.3. AUTOMOBILE LIABILITY INSURANCE REQUIREMENTS FOR ALL CONTRACTS

The Contractor shall maintain automobile liability insurance with a combined single limit of \$1,000,000 each accident, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

13.4. WORKERS' COMPENSATION INSURANCE REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance in the amount of \$500,000 each accident, and \$500,000 each employee and policy limit for disease, and submit proof of same in the form of a certificate of insurance before work is begun.

13.5. It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance in the amount of \$500,000 each accident, and \$500,000 each employee and policy limit for disease, and submit proof of same in the form of a certificate of insurance before work is begun.

To the extent permitted by applicable laws and regulations, Stryker has the right to comply with this requirement through a program of self-insurance. When requested by Customer in writing, Stryker will furnish an insurance certificate evidencing the insurance or self-insurance coverage required above.

14. **Limitation of Liability.** EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER SECTION 12, STRYKER'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID UNDER THE SERVICE PLAN DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, PROFITS OR REVENUE OR BUSINESS INTERRUPTION. .

15. **Confidentiality.** Stryker and Customer: (i) will hold in strictest confidence Product pricing, proposals, invoices and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; (ii) hereby covenant that, subject to Section 2.1, they will not disclose such information to any third party without prior written authorization of the one to whom such information relates; and (iii) agree that any breach or threatened breach of this section may cause irreparable harm, that a remedy at law will be inadequate to remedy such a breach or threatened breach, and that this section will be enforceable by way of a restraining order or injunction, without the necessity of posting a bond, in addition to any other available legal remedies. The STRYKER acknowledges that the CUSTOMER is a Florida municipal corporation and subject to the Florida Public Records Law. STRYKER agrees that to the extent any document produced by STRYKER under this Agreement constitutes a Public Record; STRYKER shall comply with the Florida Public Records Law.

16. **Default.** In the event of Customer's default in payment for the Products purchased hereunder, Customer will be responsible for all reasonable costs and expenses (including reasonable attorney's fees) incurred by Stryker in collection of any sums owing by Customer, and Stryker will not be obligated to make any further deliveries to Customer. Should Customer elect to cancel its order, in whole or in part, Customer will be liable to Stryker for any non-refundable deposits and reasonable cancellation charges that will include, but not be limited to, all costs and expenses incurred by Stryker in connection with procuring and filling Customer's purchase order.

17. **Unavoidable Delay.** If Stryker is not able to finish and deliver the Products to Customer on time because of anything that Stryker cannot control (such as act of God, casualty, labor trouble, accidents or unavailability of supplies or transportation), then the estimated delivery time will be extended accordingly, and Stryker will not be liable to Customer for any damages that the delay causes.

18. Compliance with Law; Not For Resale or Export. Customer represents and warrants that it: (i) will comply with all applicable laws and regulations of the various states and of the United States in the use of the Products; and (ii) is buying Product(s) for its internal use only, and not for resale or export.

19. Miscellaneous. These Standard Terms of Sale constitute the entire agreement between the Parties with respect to the purchase of Products, and any modification or amendments must be in writing and signed by both Parties. The Agreement and these Standard Terms of Sale are in lieu of and replace any and all terms and conditions set forth in any documents issued by Customer. Any additional, different, or conflicting terms and conditions on any such document issued by Customer at any time are hereby rejected by Stryker and will not be binding in any way on Stryker. Neither Party will transfer or assign any or all of its rights or interests, or delegate any of its obligations, hereunder, without the prior written consent of the other Party (which consent will not be unreasonably withheld); provided, however, Stryker may assign its rights or interests, or delegate its obligations, in whole or in part, to any of its affiliates without the prior consent of Customer. The Standard Terms of Sale and the Agreement will be binding upon, will inure to the benefit of, and be enforceable by permitted successors and assigns of the Parties. The rights and remedies conferred under the Agreement and under these Standard Terms of Sale apply only to Stryker and Customer, and will not be construed to inure to the benefit of or provide any right of action to any other person, including without limitation any patient or third-party payor. In the event that any provision of these Standard Terms of Sale is determined to be unenforceable or invalid, such provision will nonetheless be enforced to the fullest extent permitted by applicable law, and such determination will not affect the validity and enforceability of any other remaining provisions. These Standard Terms of Sale will be governed by and construed in accordance with the laws of the State of Michigan as applicable to contracts made and to be performed in that state, without regard to conflicts of laws principles.

20. Professional Services. Stryker may provide professional services to Customer, including, but not limited to, consulting, advisory, program development and implementation and data analytics services. Such services are only provided to Customer, and governed by, separate services contracts entered into by Stryker and Customer and are not subject to these Standard Terms of Sale.

21. Mediation/Venue

The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation with a mediator selected by mutual agreement of the parties. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation after a period of no more than thirty (30) days, then any cause of action filed hereunder shall be filed in the Circuit or County Court for Brevard County, Florida.

22. Governing Law & Venue

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

23. E-Verify

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021. City Contractors must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The City Contractor shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the City Contractor utilizes Subcontractors the following shall apply:

Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

APPENDIX 1 - Intentionally Omitted. Not Applicable to ProCare Services for Medical Products.

APPENDIX 2 - Intentionally Omitted. Not Applicable to ProCare Services for Medical Products.

APPENDIX 3 - PROCARESM SERVICES and ProCare TERMS & CONDITIONS (Appendix 3)

CUSTOMER: CITY OF COCOA (FL) FIRE DEPARTMENT (April 2024) – Medical Division

The terms of this Appendix 3 will apply to Customer's purchase of Services under a Stryker Service Plan (as defined Section 1 below). In the event of a conflict or inconsistency between the Standard Terms of Sale and this Appendix 3, relative to a Service Plan, this Appendix 3 will govern.

- 1. Service Plan Coverage.** Stryker will perform the repair and maintenance services (collectively, the "Services") more particularly described in each service plan (the "Service Plan") if entered into by and between Stryker and Customer. The Services will cover the capital equipment (if applicable) identified in the Service Plan (collectively, the "Equipment").
- 2. Service Plan Terms and Conditions.** In addition to each Service Plan's coverage terms and conditions, the Services will be subject to the PROCARESM Services Terms and Conditions set forth below.
- 3. Term and Termination.**
 - 3.1. Term.** The Term of each Service Plan (the "Term") will continue so long as Services are being provided under a Service Plan. Notwithstanding the foregoing, Stryker may change the amounts due as noticed thirty (30) days prior to any renewal.
 - 3.2. Termination for Cause.** Either Party may terminate a Service Plan upon written notice to the other Party in the event the other Party breaches the Service Plan and fails to cure the breach within thirty (30) days after receipt of written notice thereof. In the event of such termination, Customer will be entitled to receive from Stryker a refund of all amounts prepaid by Customer under a Service Plan for Services that have not yet been provided by Stryker at the time of such termination, and Stryker will be entitled to receive from Customer payment for all Services that have been provided by Stryker prior to such termination.
 - 3.3. Termination for Convenience.** Either Party may terminate this Agreement at any time upon sixty (60) days prior written notice to the other. If Customer has made advance payments, Stryker will provide prorated refund to the Customer for the remaining balance of the term, and any Equipment in Stryker's possession will be promptly returned to Customer.
 - 3.4. Survival of Certain Provisions.** The provisions of Term and Termination, Confidentiality, Non Solicitation and Non Hire, Limitations of Liability, Changes, and Assignment will survive the expiration or termination of this Agreement and will be binding to the respective successors, assigns, subsidiaries or affiliates of the Parties.
- 4. Product Maintenance.** The Service Plan is ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer covenants and agrees that its appropriate user personnel will follow the instructions and contents of those manuals, labels and inserts.
- 5. Warranty; Limitations of Warranty and Liability.** During the Term, Stryker warrants, with the exception of software maintenance services which, if applicable, will be as specified in the Service Plan, the following:
 - 5.1.** Stryker has the experience, capability and resources to perform under the Service Plan, and Stryker further represents and warrants that the Services will be performed in a workmanlike manner and with professional diligence and skill;
 - 5.2.** Services will comply with all applicable laws and regulations and all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or pertinent governing, accrediting or advisory body, including The Joint Commission having authority to set standards for healthcare facilities;
 - 5.3.** If the Services are to be performed on Customer's premises, Stryker represents and warrants that Stryker will comply with all applicable safety laws and Customer's then current safety and other applicable regulations, all human resource policies and health and drug and alcohol screening policies; provided that Customer has provided advance written notification of such rules, regulations and policies to Stryker;
 - 5.4.** Stryker currently has, or prior to the commencement thereof, will obtain, pay for, and maintain any and all licenses, fees, and qualifications required to perform the Services.
 - 5.5.** Stryker will maintain the Equipment in good working condition. Equipment and Equipment components repaired or replaced under this Service Plan continue to be warranted as described herein during the Term. When Equipment or component is replaced, the item provided in replacement will be the customer's property and the replaced item will be Stryker's property. If a refund is provided by Stryker, the Equipment for which the refund is provided must be returned to Stryker and will become Stryker's property.
 - 5.6.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, AND STRYKER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR

- 6. Limitations and Exclusions from Service Plan.** Customer will use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker ProCare employees will not provide surgical or medical advice, will not practice surgery or medicine, will not be involved in any manner which may be construed as practicing surgery or medicine, will not come in contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities will not be a breach of this Agreement. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients for such presence during surgery.

Notwithstanding any other provision set forth herein, the Service Plan does not cover the following, as determined by Stryker in its sole discretion: (i) abnormal wear or damage caused by reckless or intentional misconduct, abuse, neglect or failure to perform normal and routine maintenance as set out in the applicable maintenance manual or operating instructions provided with the Equipment; (ii) accidents, catastrophe, fire, flood or act(s) of God; (iii) damage resulting from faulty maintenance, improper storage, repair, handling or use, damage and/or alteration by non-Stryker authorized personnel; (iv) service necessary due to the failure of the Customer or anyone under its control to comply with written instructions or recommendations; (v) equipment on which any original serial numbers or other identification marks have been removed or destroyed; (vi) damage caused as a result of the use of the Equipment beyond the useful life, if any, specified for such equipment in the user manual; (vii) service Stryker cannot perform because the Equipment has been discontinued or its parts have been discontinued or made obsolete; (viii) service to the Equipment if the Equipment or the Equipment site is contaminated with blood or other potentially infectious substances; or (ix) equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate a Service Plan and any complimentary loaner programs thereunder if Equipment is used with accessories not manufactured by Stryker. If, at any time, upon inspection of the Equipment in service, Stryker deems any single unit of Equipment to be unserviceable, a record and report of such will be made, and provided to the Customer in writing on the date of service.

7. Indemnification.

- 7.1. Stryker will indemnify and defend Customer against any third party liability and/or damages ("Claims") that Customer may incur directly as a result of bodily injury (including death) or property damage arising solely from the gross negligence, willful misconduct or omissions of Stryker or its employees agents, or contractors in the course of providing Services. The foregoing indemnification will not apply to any Claims arising from: (i) an injury or damage due to the negligence of any person other than a Stryker employee or agent; (ii) the failure of any person other than a Stryker employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker; (iv) abnormal wear and tear or damage caused by misuse or by Customer's failure to perform normal and routine maintenance as set out in the maintenance manual and/or operating instructions provided with the Equipment, or as demonstrated by an authorized Stryker representative; or (v) any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent. Customer agrees to indemnify and defend Stryker against any Claims arising from (i) through (v) above due to the negligent acts or omissions of Customer or its officers, employees, representatives or agents.
- 7.2. Stryker's indemnification obligations under this Section 7 are conditioned on Customer promptly providing Stryker with (i) timely written notice of any Claim for which indemnification is sought; (ii) reasonable assistance and all available non-proprietary information reasonably required in the defense or settlement of any Claim; and (iii) sole control over the defense against any Claim and the settlement of any Claim; provided, however, that Stryker will not agree to any settlement or compromise that imposes or results in any finding of fault or any restriction or obligation on the part of Customer without Customer's prior written consent (which will not be unreasonably withheld).

8. Confidentiality.

- 8.1. Customer must remove or secure any "Protected Health Information" ("PHI") as defined in the Health Insurance Portability and Accountability Act of 1996 from Equipment prior to Stryker performing Services. Although Stryker will make reasonably commercial efforts to secure any PHI encountered, Stryker is not responsible for the security thereof.
- 8.2. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived from or obtained during the course of the Agreement, will be treated by both Parties as confidential so as to comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, and will not be released, disclosed, or published to any party other than as required or permitted under applicable laws.

- 9. Non-Solicitation and Non-Hire.** Customer agrees that, during the Term and for a period of one (1) year following the termination or expiration of a Service Plan, it will not solicit any employees of Stryker to terminate their employment with Stryker, unless Stryker consents in writing. Nothing herein will prohibit Customer from hiring employees of Stryker who respond to a general employment solicitation such as a newspaper advertisement.

- 10. Background Check.** Stryker warrants that all of its employees who will be on a Customer's premises to perform Services will have undergone a background check as part of Stryker's hiring practice and/or as required by Customer's vendor credentialing program. The background check consists of the following:

- Criminal background check
- National sex offender registry check
- Education verification
- Employment history
- SSN verification
- Driving record
- Government sanction/watch lists

During the Term, a Customer may request a conference with Stryker at any reasonable time regarding the performance, behavior or expectations of any Stryker service personnel who are assigned to Customer's facility. Any Stryker service personnel who willingly and knowingly violates Customer's rules, regulations, procedures, or policies may be removed from Customer's facility at Customer's option and will be replaced by Stryker promptly.

- 11. Changes.** At any time during the Term, and upon each Party's written consent, additional Services or Equipment may be added or deleted from a plan. Such changes will be governed by the terms and conditions of the Service Plan. Stryker may modify the applicable Service Plan to reflect adjustments to charges attributable to plan changes.
- 12. Parts and Subcontracting.** Stryker may elect to use new or used parts related to the Services in its sole discretion. Stryker reserves the right to hire subcontractors to perform the Services.
- 13. Independent Contractor.** The Parties are independent contractors with respect to one another. However, to the extent Stryker, Stryker personnel or subcontractors come to Customer's property, to the extent applicable, they will follow Customer's written and posted workplace policies.



February 26, 2025

To: All Departments

Subject: Approved use of Savvik Buying Group contract RFB-2024-06

The Purchasing Division has reviewed contract **RFB-2024-06** awarded to **AED Professionals, AeroClave LLC, Clarius Mobile Health Corp, Envi Health Solutions Inc (Formerly Signature Emergency Products, LLC), Master Medical Equipment, Siemens Healthcare Diagnostics, Inc, Stryker, ZOLL** and has confirmed that the terms are acceptable for departmental use from the date of this memo through its expiration of **November 8, 2027**. Eagle County Health Service District acted as the lead agency through the Savvik Buying Group on the solicitation and authorized the award.

The Savvik Buying Group is a national, non-profit organization located in Oakdale, Minnesota, that leverages the collective buying power of its members to secure competitive pricing on essential products and services. Primarily serving the public safety sector, including EMS, fire, law enforcement, and educational institutions, Savvik negotiates contracts with vendors to provide cost-saving opportunities. Savvik partners with participating public agencies to lead formal solicitations, using their expertise and established procurement processes. This collaborative approach ensures that the resulting contracts meet the rigorous standards of public sector purchasing.

This contract provides discounted pricing from retail on medical equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Software, Training, Accessories, Service Plans and Financing.

To ensure you receive correct contract and program discounts, departments will request quotations for contract pricing directly from the vendor. Vendor quotations must reference, for each item, the original list price, the discount being offered and final price offered. Departments will ensure that the discount provided is greater than or equal to pricing discount listed in the contract

Departments may issue a purchase order to the vendor which references this contract number and details in the extended line description, the pricing listed in the vendor bid.

Through the issuance of a Purchase Order, the City of Cocoa terms and conditions will be recognized and enforced as if included in the original agreement.

The vendor must accept the Terms and Conditions issued along with the Purchase Order. Departments are required to obtain any additional documentation such as a COI and e-Verify affidavit when required. If purchase is greater than the City Manager purchasing authority and/or if the purchase results in a service agreement which is active in more than one fiscal year, the department must also obtain the approval of City Council.

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

Brian Dale
Purchasing Manger
City of Cocoa

Attachment:

1. Savvik Buying Group Contract Documents: <https://savvik.com/contracts/>
2. RFB 2024-06 : https://savvik.com/wp-content/uploads/PSAI-RFB-RFB-2024-06-Medical-Equipment_Final-Version.pdf
3. Price list: <https://savvik.com/wp-content/uploads/2024-SAVVIK-Price-File-11.01.2024-valued-v3.pdf>

AGREEMENT

This Agreement is effective November 8, 2024, by and between Eagle County Health Service District, dba Eagle County Paramedic Services (the “Principal Procurement Agency”), Public Safety Association Inc (the “Company”) and Stryker Sales LLC, through its Medical Division. (the “Supplier”).

RECITALS

- A. The Company, on behalf of the Principal Procurement Agency, issued a Request for Bid for Medical Equipment, RFB #2024-06 (“RFB”), soliciting bids for the supply and support of Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing
- B. Supplier duly submitted proposal in response to the RFB (“RFB Response”), which outlines Supplier’s agreement to or exceptions with the RFB.
- C. The Principal Procurement Agency, Company and Supplier have negotiated certain amendments or exceptions to the RFB and RFB Response, and desire to enter into this Agreement with the intent of memorializing the final terms of the parties’ agreement.

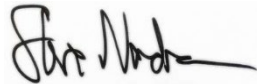
AGREEMENT

In consideration of the provisions, representations, warranties, covenants and agreements contained in this Agreement, the parties agree to the terms set forth in this Agreement.

1. Agreement: The parties agree that this Agreement, together with the RFB, the Notice to Bidders dated and published on August 22, 2024 and August 29, 2024, the RFB Response, together with all documents specifically referred to therein, as gathered and compiled in that certain binder entitled “Eagle County Paramedic Services, Public Safety Association Inc and Stryker Sales LLC, through its Medical Division” attached hereto (together, all such documents shall be referred to herein as the “**Contract Documents**”), shall constitute the binding agreement between the Principal Procurement Agency, Company and Supplier for Supplier’s provision of products and services to the Company pursuant to the terms therein.
2. Entire Agreement: The parties agree that this Agreement, together with the Contract Documents, represent the only agreement among the parties concerning the subject matter thereof and supersedes all prior agreements, whether written or oral, relating thereto.
3. Modifications: No purported amendment, modification or waiver of any provision in the Agreement and the Contract Documents shall be binding unless set forth in a written document signed by all parties (in case of amendment and modifications) or by the party charged thereby (in the case of waivers). Any waiver shall be limited to the provision hereof and the circumstance or event specifically made subject hereto and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.
4. Term of Agreement: This agreement is set to expire November 8, 2027.

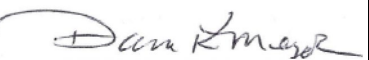
IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on November 8, 2024.

Eagle County Health Service District
dba, Eagle County Paramedic Services
(the "Principal Procurement Agency")

By: 

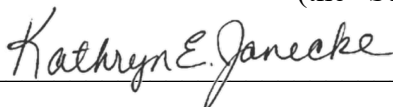
Printed Name: Steve Vardaman
Its: Operations Manager

Public Safety Association Inc
(the "Company")

By: 

Printed: Dane Meyer
Its: President

Stryker Sales LLC, through its Medical Division
(the "Supplier")

By: 

Printed Name: Kathryn Janecke

Its: Sr. Director, Commercial Operations

ITEM	Category	DESCRIPTION	List Price Effective 11/1/2024	SAVVIK Contract Pricing Effective 11/1/2024	Discount
350-STR-AA-AV	H01 - HeartSine 300 Series	PKG, 350P, PP07, EN,AA,Red-Case, 350-STR	\$2,513.00	\$1,507.80	40%
350-STR-US-10	H01 - HeartSine 300 Series	PACKAGE,350P,PP01,EN,350-STR-US-10	\$2,311.00	\$1,386.60	40%
350-STR-US-AV	H01 - HeartSine 300 Series	PACKAGE,350P,PP01,EN,350-STR-US-AV	\$2,513.00	\$1,507.80	40%
350-STR-US-CW	H01 - HeartSine 300 Series	PACKAGE, 350P, Gateway,PP01,US, 350-BAS-	\$2,688.00	\$1,594.80	40%
350-STR-US-10	H01 - HeartSine 300 Series	PACKAGE,350P,PP01,EN,350-STR-US-10	\$2,498.00	\$1,498.80	40%
350-STR-US-AV	H01 - HeartSine 300 Series	PACKAGE,350P,PP01,EN,350-STR-US-AV	\$2,688.00	\$1,594.80	40%
350-STR-US-CW	H01 - HeartSine 300 Series	PACKAGE, 350P, Gateway,PP01, US, 350-BAS	\$2,846.00	\$1,707.60	40%
99512-000970	H02 - LPCR2	LPCR2,CELL,B,EN-US,DE,S.1,ROS,MODET,ROS,	\$3,367.00	\$2,457.91	27%
99512-001261	H02 - LPCR2	LPCR2,WIFI,B,EN-US,DE,S.1,ROS,MODET,ROS,	\$3,265.00	\$2,383.45	27%
99512-001262	H02 - LPCR2	LPCR2,WIFI,H,EN-US,DE,S.1,ROS,MODET,ROS,	\$3,164.00	\$2,309.72	27%
99512-001263	H02 - LPCR2	LPCR2,WIFI,B,EN-US,DE,A.1,ROS,MODET,ROS,	\$3,835.00	\$2,580.55	27%
99512-001264	H02 - LPCR2	LPCR2,WIFI,H,EN-US,DE,A.1,ROS,MODET,ROS,	\$3,434.00	\$2,506.82	27%
99512-001265	H02 - LPCR2	LPCR2,WIFI,B,EN-US,ES-ES,S.2,ROS,MODET,R	\$3,366.00	\$2,457.18	27%
99512-001266	H02 - LPCR2	LPCR2,WIFI,H,EN-US,ES-ES,S.2,ROS,MODET,R	\$3,265.00	\$2,383.45	27%
99512-001267	H02 - LPCR2	LPCR2,WIFI,B,EN-US,ES-ES,A.2,ROS,MODET,R	\$3,635.00	\$2,653.55	27%
99512-001268	H02 - LPCR2	LPCR2,WIFI,H,EN-US,ES-ES,A.2,ROS,MODET,R	\$3,535.00	\$2,580.55	27%
99512-001434	H02 - LPCR2	LPCR2,USB,H,EN-US,DE,A.1,MODET,FLX,CPR12	\$3,226.00	\$2,354.98	27%
99512-001435	H02 - LPCR2	LPCR2,USB,H,EN-US,DE,S.1,MODET,FLX,CPR12	\$3,092.00	\$2,257.16	27%
99512-001708	H02 - LPCR2	LPCR2,CELL,H,EN-US,DE,S.1,ROS,MODET,ROS,	\$3,262.00	\$2,381.26	27%
99512-001709	H02 - LPCR2	LPCR2,CELL,B,EN-US,DE,A.1,ROS,MODET,ROS,	\$3,644.00	\$2,660.12	27%
99512-001710	H02 - LPCR2	LPCR2,CELL,H,EN-US,DE,A.1,ROS,MODET,ROS,	\$3,541.00	\$2,584.93	27%
99512-001711	H02 - LPCR2	LPCR2,CELL,B,EN-US,ES-ES,S.2,ROS,MODET,R	\$3,470.00	\$2,533.10	27%
99512-001712	H02 - LPCR2	LPCR2,CELL,H,EN-US,ES-ES,S.2,ROS,MODET,R	\$3,367.00	\$2,457.91	27%
99512-001713	H02 - LPCR2	LPCR2,CELL,B,EN-US,ES-ES,A.2,ROS,MODET,R	\$3,748.00	\$2,736.04	27%
99512-001714	H02 - LPCR2	LPCR2,CELL,H,EN-US,ES-ES,A.2,ROS,MODET,R	\$3,644.00	\$2,660.12	27%
99576-000063	H06 - Lucas	LUCAS 3, 3.1, IN SHIPPING BOX, EN	\$20,716.00	\$17,815.76	14%
99576-000083	H06 - Lucas	UNIT, TRAINING, LUCAS 3,3.1, EN	\$12,277.00	\$10,558.22	14%
78000150	H07 - Lifenet	LIFENET Premium	\$15,617.00	\$14,058.30	10%
78000151	H07 - Lifenet	LIFENET Standard	\$6,746.00	\$7,871.40	10%
78000152	H07 - Lifenet	LIFENET Basic	\$4,373.00	\$3,935.70	10%
78000168	H07 - Lifenet	Version Data Plan 1yr	\$397.00	\$357.30	10%
78000169	H07 - Lifenet	AT&T Data Plan 1yr	\$530.00	\$477.00	10%
78000170	H07 - Lifenet	LIFENET CardioCairlit	\$2,624.00	\$2,361.60	10%
78000171	H07 - Lifenet	LIFENET Asset	\$142.00	\$127.80	10%
78000172	H07 - Lifenet	CODE-STAT Maint Subscrip 3 yrs	\$2,159.00	\$1,943.10	10%
21340-000769	H07 - Lifenet	APPLICATION, LIFENET PCGATEWAY 6.4.0	\$600.00	\$540.00	10%
81700-000001	H15 - LP15	BUN-ACPA,LP15,SPO2,12L,NIBP,CO2,IP,TR,BT	\$57,202.00	\$46,621.70	15%
81700-000002	H15 - LP15	BUN-ACPA,LP15,SPO2,12L,NIBP,CO2,TR,BT,TM	\$51,608.00	\$43,866.80	15%
81700-000003	H15 - LP15	BUN-ACPA,LP15,SPO2,NIBP,CO2,TR,V4	\$35,198.00	\$29,918.30	15%
81700-000004	H15 - LP15	BUN-ACPA,LP15,SPO2,12L,NIBP,CO2,TR,BT,V4	\$49,839.00	\$42,363.15	15%
81700-000005	H15 - LP15	BUN-ACPA,LP15,SPO2,CO2,TR,BT,V4	\$31,593.00	\$26,854.05	15%
81700-000006	H15 - LP15	BUN-ACPA,LP15,SPO2,12L,NIBP,CO2,IP,TR,V4	\$57,269.00	\$46,678.65	15%
81700-000007	H15 - LP15	BUN-ACPA,LP15,V4	\$22,038.00	\$18,732.30	15%
99577-001368	H15 - LP15	LP15,EN,3L/12L,EX,TR,VR,BT,V4	\$31,978.00	\$27,181.30	15%
99577-001372	H15 - LP15	LP15,EN,SPO2COMET,3L/12L,EX,NIBP,CO2,IP,	\$54,478.00	\$46,306.30	15%
99577-001373	H15 - LP15	LP15,EN,SPO2COMET,3L/12L,EX,NIBP,CO2,TR,	\$53,562.00	\$45,527.70	15%
99577-001588	H15 - LP15	LP15,EN,SPO2COMET,3L/12L,EX,NIBP,CO2,TR,	\$51,790.00	\$44,021.50	15%
99577-001930	H15 - LP15	LP15,EN,3L,EX,VR,V4	\$19,248.00	\$16,360.80	15%
99577-001931	H15 - LP15	LP15,EN,SPO2CO,3L,EX,NIBP,TR,VR,V4	\$30,425.00	\$25,861.25	15%
99577-001932	H15 - LP15	LP15,EN,SPO2,3L,EX,NIBP,CO2,TR,VR,V4	\$32,409.00	\$27,547.65	15%
99577-001933	H15 - LP15	LP15,EN,SPO2,3L/12L,EX,NIBP,TR,VR,V4	\$38,489.00	\$32,715.65	15%
99577-001934	H15 - LP15	LP15,EN,SPO2,3L/12L,EX,NIBP,CO2,TR,VR,V4	\$42,445.00	\$36,078.25	15%
99577-001935	H15 - LP15	LP15,EN,SPO2CO,3L/12L,EX,NIBP,CO2,TR,VR,	\$47,115.00	\$40,047.75	15%
99577-001936	H15 - LP15	LP15,EN,SPO2COMET,3L/12L,EX,NIBP,CO2,TR,	\$51,790.00	\$44,021.50	15%
99577-001937	H15 - LP15	LP15,EN,SPO2COMET,3L/12L,EX,NIBP,CO2,IP,	\$54,478.00	\$46,306.30	15%
99577-001938	H15 - LP15	LP15,EN,SPO2CO,3L/12L,EX,NIBP,CO2,TR,VR,	\$48,866.00	\$41,553.10	15%
99577-001939	H15 - LP15	LP15,EN,3L,EX,VR,BT,V4	\$19,248.00	\$16,360.80	15%
99577-001941	H15 - LP15	LP15,EN,SPO2,3L,EX,VR,BT,MNC,V4	\$22,499.00	\$19,124.15	15%
99577-001943	H15 - LP15	LP15,EN,SPO2,3L/12L,EX,CO2,TR,VR,BT,V4	\$40,188.00	\$34,159.80	15%
99577-001944	H15 - LP15	LP15,EN,SPO2,3L,EX,CO2,TR,VR,BT,V4	\$28,867.00	\$24,536.95	15%
99577-001945	H15 - LP15	LP15,EN,SPO2,3L,EX,NIBP,TR,VR,BT,V4	\$25,751.00	\$21,888.35	15%
99577-001946	H15 - LP15	LP15,EN,SPO2,3L,EX,NIBP,TR,VR,BT,MNC,V4	\$26,597.00	\$22,607.45	15%
99577-001947	H15 - LP15	LP15,EN,SPO2,3L,EX,NIBP,IP,TR,VR,BT,V4	\$29,715.00	\$25,257.75	15%
99577-001948	H15 - LP15	LP15,EN,SPO2,3L,EX,NIBP,IP,TR,VR,BT,MNC,	\$30,561.00	\$25,976.85	15%
99577-001950	H15 - LP15	LP15,EN,SPO2,3L,EX,NIBP,CO2,TR,VR,BT,V4	\$32,409.00	\$27,547.65	15%
99577-001951	H15 - LP15	LP15,EN,SPO2,3L,EX,NIBP,CO2,TR,VR,BT,MNC	\$33,248.00	\$28,260.80	15%
99577-001952	H15 - LP15	LP15,EN,SPO2CO,3L,EX,NIBP,CO2,TR,VR,BT,V	\$37,077.00	\$31,515.45	15%
99577-001953	H15 - LP15	LP15,EN,SPO2,3L/12L,EX,NIBP,TR,VR,BT,V4	\$35,469.00	\$30,215.65	15%
99577-001955	H15 - LP15	LP15,EN,SPO2,3L/12L,EX,NIBP,CO2,TR,VR,BT	\$42,445.00	\$36,078.25	15%
99577-001956	H15 - LP15	LP15,EN,SPO2,3L/12L,EX,NIBP,CO2,TR,VR,BT	\$44,216.00	\$37,583.60	15%
99577-001957	H15 - LP15	LP15,EN,SPO2CO,3L/12L,EX,NIBP,CO2,TR,VR,	\$47,115.00	\$40,047.75	15%
99577-001958	H15 - LP15	LP15,EN,SPO2CO,3L/12L,EX,NIBP,CO2,TR,VR,	\$48,866.00	\$41,553.10	15%
99577-001959	H15 - LP15	LP15,EN,SPO2,3L,EX,NIBP,CO2,IP,TR,VR,BT,	\$35,654.00	\$30,305.90	15%
99577-001960	H15 - LP15	LP15,EN,SPO2,3L/12L,EX,NIBP,CO2,IP,TR,VR	\$45,133.00	\$38,363.05	15%
99577-001962	H15 - LP15	LP15,EN,SPO2CO,3L/12L,EX,NIBP,CO2,IP,TR,	\$49,808.00	\$42,336.80	15%
99577-001963	H15 - LP15	LP15,EN,SPO2,3L/12L,EX,NIBP,CO2,IP,TR,VR	\$45,987.00	\$39,088.95	15%
99577-001964	H15 - LP15	LP15,EN,SPO2,3L/12L,EX,NIBP,CO2,TR,VR,BT	\$43,299.00	\$36,804.15	15%
99577-001966	H15 - LP15	LP15,EN,SPO2,3L,EX,NIBP,CO2,IP,VR,MNC,V4	\$35,942.00	\$30,550.70	15%
99577-002186	H15 - LP15	LP15,EN,SPO2,3L,EX,CO2,TR,VR,BT,MNC,V4	\$29,709.00	\$25,252.65	15%
99577-002187	H15 - LP15	LP15,EN,SPO2,3L/12L,EX,NIBP,CO2,TR,VR,TM	\$40,667.00	\$34,919.70	15%
99577-002188	H15 - LP15	LP15,EN,SPO2,3L,EX,NIBP,CO2,TR,VR,MNC,V4	\$31,623.00	\$26,041.45	15%
99577-002189	H15 - LP15	LP15,EN,SPO2COMET,3L/12L,EX,NIBP,CO2,TR,	\$49,983.00	\$42,485.55	15%
99577-002170	H15 - LP15	LP15,EN,SPO2,3L/12L,EX,NIBP,CO2,TR,VR,MN	\$40,210.00	\$34,178.50	15%
99577-002171	H15 - LP15	LP15,EN,SPO2,3L/12L,EX,NIBP,CO2,IP,TR,VR	\$42,769.00	\$36,353.65	15%
99577-002172	H15 - LP15	LP15,EN,SPO2CO,3L/12L,EX,NIBP,CO2,IP,TR,	\$46,408.00	\$39,446.80	15%
99577-002173	H15 - LP15	LP15,EN,SPO2,3L/12L,EX,NIBP,CO2,IP,TR,VR	\$41,957.00	\$35,663.45	15%
99577-002174	H15 - LP15	LP15,EN,SPO2,3L,EX,NIBP,CO2,IP,TR,VR,V4	\$32,929.00	\$27,989.65	15%
99577-002175	H15 - LP15	LP15,EN,SPO2,3L,EX,NIBP,CO2,IP,TR,VR,MNC	\$33,203.00	\$28,222.55	15%
99577-002176	H15 - LP15	LP15,EN,SPO2,3L,EX,CO2,TR,VR,V4	\$26,465.00	\$22,495.25	15%
99577-002177	H15 - LP15	LP15,EN,SPO2,3L/12L,EX,CO2,TR,VR,V4	\$37,248.00	\$31,660.80	15%
99577-002179	H15 - LP15	LP15,EN,SPO2,3L,EX,NIBP,TR,VR,MNC,V4	\$24,303.00	\$20,657.55	15%
99577-002180	H15 - LP15	LP15,EN,3L/12L,EX,TR,VR,V4	\$29,429.00	\$25,014.65	15%
99577-002181	H15 - LP15	LP15,EN,SPO2,3L,EX,NIBP,IP,TR,VR,V4	\$27,272.00	\$23,181.20	15%
99577-002182	H15 - LP15	LP15,EN,SPO2CO,3L,EX,NIBP,CO2,TR,VR,V4	\$34,284.00	\$29,141.40	15%
99577-002183	H15 - LP15	LP15,EN,SPO2,3L,EX,VR,MNC,V4	\$20,400.00	\$17,340.00	15%
99577-002184	H15 - LP15	LP15,EN,SPO2,3L,EX,NIBP,IP,TR,VR,MNC,V4	\$28,080.00	\$23,868.00	15%
99577-002345	H15 - LP15	LP15,EN,SPO2,3L,EX,VR,V4	\$18,445.00	\$15,678.25	15%
11150-000019	H16 - CMM	PACKAGED - CODE MANAGEMENT MODULE, WIREL	\$5,880.00	\$4,704.00	20%
99425-000023	H17 - LP1000	LP1000,EN,STD,M	\$3,831.00	\$2,758.32	28%
99425-000025	H17 - LP1000	LP1000,EN,STD,ECG DISP,M	\$4,718.00	\$3,396.96	28%
99577-000015	H21 - Refurbished	15AABAAAAABBBAAAAAAAABFLP15 MONITOR/DEF	\$15,564.00	\$16,629.40	15%
99577-000016	H21 - Refurbished	15AABAAAAABBBAAAAAAAABFLP15 MONITOR/DEF	\$15,753.00	\$13,390.05	15%
99577-000017	H21 - Refurbished	15AABAAAAABBBAAAAAAAABFLP15 MONITOR/DEF	\$24,884.00	\$20,896.40	15%
99577-000018	H21 - Refurbished	15AACBAAAAABBBAAAAAAAABFLP15 MONITOR/DEF	\$29,900.00	\$25,415.00	15%
99577-000019	H21 - Refurbished	15AACBAAAAABBBAAAAAAAABFLP15 MONITOR/DEF	\$30,471.00	\$25,000.35	15%
99577-000020	H21 - Refurbished	15AABAAAAABBBAAAAAAAABFLP15 MONITOR/DEF	\$20,421.00	\$17,357.85	15%
99577-000021	H21 - Refurbished	15AABAAAAABBBAAAAAAAABFLP15 MONITOR/DEF	\$26,748.00	\$22,734.10	15%
99577-000022	H21 - Refurbished	15AACBAAAAABBBAAAAAAAABFLP15 MONITOR/DEF	\$29,683.00	\$25,230.55	15%
78000417	H23 - Solutions	LIFELINKcentral Prem, US1Yr	\$232.00	\$206.80	10%
78000418	H23 - Solutions	LIFELINKcentral Prem US2Yr	\$418.00	\$376.20	10%
78000419	H23 - Solutions	LIFELINKcentral Prem US4Yr	\$698.00	\$628.20	10%
78000420	H23 - Solutions	LIFELINKcentral Prem US8Yr	\$1,301.00	\$1,170.90	10%
78000421	H23 - Solutions	LIFELINKcentPrem1YrNonPhysio	\$232.00	\$208.80	10%
78000422	H23 - Solutions	LIFELINKcentPrem2YrNonPhysio	\$418.00	\$376.20	10%
78000423	H23 - Solutions	LIFELINKcentPrem4YrNonPhysio	\$698.00	\$628.20	10%
78000455	H23 - Solutions	LIFELINKCENTRAL PROLICENSE 1YR	\$134.00	\$120.60	10%
78000456	H23 - Solutions	LIFELINKCENTRAL PROLICENSE 2YR	\$239.00	\$215.10	10%
78000457	H23 - Solutions	LIFELINKCENTRAL PROLICENSE 4YR	\$424.00	\$380.50	10%
78000458	H23 - Solutions	LIFELINKCENTRAL PROLICENSE 6YR	\$792.00	\$717.30	10%
78000459	H23 - Solutions	LIFELINKCEN NON CONNECTED	\$26.00	\$23.40	10%

31115788	H26 - Parts	ELECTRODE, ECG, MEDI-TRACE S, 600 PER CA	\$216.00	\$151.20	30%
31115796	H26 - Parts	ELECTRODE, ECG, MEDI-TRACE S, 600 PER CA	\$896.00	\$417.20	30%
11996-000375	H26 - Parts	CABLE-DC INPUT, LP18 BATTERY CHARGER	\$113.00	\$90.40	20%
11996-000457	H26 - Parts	CABLE,PATIENT,RD RNBOV,SET RA25-12,12FT,	\$550.00	\$467.50	15%
11996-000458	H26 - Parts	CABLE,PATIENT,RDNBOW,SETRA25-05,SFT,MASI	\$500.00	\$425.00	15%
11996-000459	H26 - Parts	CABLE,PATIENT,RD RNBOV,SET RA25-1.5,1.5F	\$500.00	\$425.00	15%
21300-001038	H26 - Parts	SCREW-M,CS,2,PH,NYLOCK,4-40 X .312L	\$5.37	\$4.57	15%
21300-006261	H26 - Parts	SCREW-M,PH,NYLOCK,CS,4-40, .250L	\$0.30	\$0.25	15%
21300-007253	H26 - Parts	SCREW-CAP,SCH,REG,1/8" TORX PLUS,6-32,0.	\$1.05	\$0.89	15%
21300-008073	H26 - Parts	SCREW, #8-32X3/8 PH, CR,SS, PTCH	\$0.58	\$0.49	15%
21300-008143	H26 - Parts	CABLE, USB2.0 A MALE TOMICRO-8, L 5.5FT	\$20.00	\$16.00	20%
21300-008144	H26 - Parts	SCREW,MACH,PANHEAD,PHDRV,SS,NYLOK,6-32 X	\$0.29	\$0.25	15%
21300-008167	H26 - Parts	HEADER, BOARD STACKER, .100 IN, 8 PIN	\$7.49	\$6.37	15%
21300-008168	H26 - Parts	HEADER, BOARD STACKER, .100 IN, 44 PIN	\$40.00	\$34.00	15%
21300-008169	H26 - Parts	FLEX, UI, SYSTEM PCBA, LSEM, LP35	\$355.00	\$301.75	15%
21300-008174	H26 - Parts	SCREW,MACH,PANHD,PHDRV,NYLOK,6-32 X .750	\$0.34	\$0.29	15%
21300-008248	H26 - Parts	FERRITE, CLAMP ON, OD .465IN, ID .169IN, LG.9	\$4.66	\$3.96	15%
21300-008295	H26 - Parts	FLEX ACCESS, LP35	\$812.00	\$690.20	15%
21300-008296	H26 - Parts	FLEX, DEFIB-PMOD, LP35	\$685.00	\$582.25	15%
21300-008297	H26 - Parts	FLEX, DISPLAY VIDEO, LP35	\$117.00	\$99.45	15%
21300-008298	H26 - Parts	FLEX, DEFIB KEY PANEL-LIGHT SENSOR, LP35	\$54.00	\$45.90	15%
21300-008301	H26 - Parts	CAPACITOR, ENERGY STORAGE, LP35	\$203.00	\$172.55	15%
21300-008302	H26 - Parts	INDUCTIVE RESISTOR-5 OHM, ROHS, LP35	\$58.00	\$49.30	15%
21300-008303	H26 - Parts	HARNES, WIRE, BATTERY CONNECTOR, LP35	\$107.00	\$90.95	15%
21300-008305	H26 - Parts	FLEX, USB, LSEM, LP35	\$247.00	\$209.95	15%
21300-008309	H26 - Parts	FLEX, MASIMO PATIENT, LP35	\$365.00	\$310.25	15%
21300-008310	H26 - Parts	FLEX, USB, PMOD, LP35	\$226.00	\$192.10	15%
21300-008311	H26 - Parts	INSULATOR, PCBA, INTERFACE, DISPLAY POWE	\$7.73	\$6.57	15%
21300-008312	H26 - Parts	HOUSING, BEZEL, FRONT, LP35	\$253.00	\$215.05	15%
21300-008313	H26 - Parts	KNOB, ROTARY, LP35	\$9.50	\$8.08	15%
21300-008314	H26 - Parts	COVER, DUST, USB, LP35	\$1.58	\$1.34	15%
21300-008315	H26 - Parts	GUARD, ECG, LP35	\$26.00	\$22.10	15%
21300-008316	H26 - Parts	COVER, SCREW, THERAPY RECEPTACLE, LP35	\$1.01	\$0.86	15%
21300-008317	H26 - Parts	CAM, CO2 DOOR, LPQ5	\$28.00	\$23.80	15%
21300-008318	H26 - Parts	SPRING, TREN, WIRE DIA.028IN, SS	\$1.15	\$0.98	15%
21300-008319	H26 - Parts	HOUSING, PARAMETER MODULE, FRONT, LP35	\$32.00	\$27.20	15%
21300-008320	H26 - Parts	COVER, CO2 DOOR, LPQ5	\$10.08	\$8.57	15%
21300-008321	H26 - Parts	COVER, SCREW, REAR, PARAMETER MODULE, LP	\$5.52	\$4.69	15%
21300-008322	H26 - Parts	COVER, SCREW, ENDS, PARAMETER MODULE, LP	\$5.52	\$4.69	15%
21300-008323	H26 - Parts	SEAL, HOUSING, MAIN, LPQ5, LPT5	\$19.54	\$16.61	15%
21300-008324	H26 - Parts	HOUSING, PLATE, SKID, LP35	\$93.00	\$79.05	15%
21300-008326	H26 - Parts	Insulator, Interface PCBA, LPQ5, LPT5	\$9.46	\$8.04	15%
21300-008329	H26 - Parts	Bracket, Speaker, LP35	\$11.76	\$10.00	15%
21300-008340	H26 - Parts	HOUSING, CORNER, HANDLE, LEFT, LP35	\$49.00	\$41.65	15%
21300-008331	H26 - Parts	ASSY, CORNER, HANDLE, RIGHT, LP35	\$55.00	\$49.30	15%
21300-008333	H26 - Parts	CLIP, ROUTING DIA .25IN HOLDING C,SNAP LOC	\$0.48	\$0.41	15%
21300-008334	H26 - Parts	FOAM, DISPLAY CABLE, LP35	\$2.69	\$2.29	15%
21300-008335	H26 - Parts	HOSE, PUMP TO MODULE, NIBP, LP35	\$9.17	\$7.79	15%
21300-008336	H26 - Parts	HOUSING, FR5 MOUNTING, LP35	\$7.01	\$5.96	15%
21300-008337	H26 - Parts	SEAL, FR5 HOUSING, LPQ5	\$4.32	\$3.67	15%
21300-008338	H26 - Parts	SEAL, CO2 EXHAUST, LP35	\$5.23	\$4.45	15%
21300-008339	H26 - Parts	HOUSING, CO2 EXHAUST, LP35	\$10.94	\$9.30	15%
21300-008340	H26 - Parts	HOUSING, MASIMO CONNECTOR, LP35	\$8.50	\$7.23	15%
21300-008341	H26 - Parts	BRACKET, MASIMO PATIENT CONNECTOR, LPQ5	\$17.81	\$15.14	15%
21300-008342	H26 - Parts	SEAL, MASIMO MOUNTING, LPQ5	\$15.22	\$12.94	15%
21300-008343	H26 - Parts	INSULATOR, PCBA, REAR, PMOD, LPQ5	\$11.28	\$9.59	15%
21300-008344	H26 - Parts	SHIELD, CO2 MODULE, TOP, LP35	\$12.29	\$10.45	15%
21300-008345	H26 - Parts	SHIELD, CO2 MODULE, BOTTOM, LP35	\$5.71	\$4.85	15%
21300-008346	H26 - Parts	SEAL, TEMP-IP MOUNTING, LP35	\$8.98	\$7.55	15%
21300-008347	H26 - Parts	BRACKET, PMOD, INTERNAL, LP35	\$10.56	\$8.98	15%
21300-008348	H26 - Parts	HOSE, COUPLER TO MODULE, NIBP, LP35	\$10.05	\$8.57	15%
21300-008364	H26 - Parts	SCREW, BUTTONHEAD, TORX, #4-40 X LG 0.25	\$0.96	\$0.82	15%
21300-008365	H26 - Parts	SCREW,MACHINE,PANHEAD,NYLOK,6-32-X 1.125	\$0.43	\$0.37	15%
21300-008366	H26 - Parts	WASHER,FLAT,NPRN, .350IN ID, .625IN OD, .09	\$2.88	\$2.45	15%
21300-008367	H26 - Parts	BRACKET, PCBA, ENERGY DELIVERY, LP35	\$7.39	\$6.28	15%
21300-008368	H26 - Parts	HOUSING, ECG, PLATE, LP35	\$46.00	\$39.10	15%
21300-008375	H26 - Parts	FOAM, CO2 WIRE HARNESS, LP35	\$12.82	\$10.90	15%
21300-008382	H26 - Parts	FLEX, BEACON, READINESS INDICATOR, LP35	\$134.00	\$113.90	15%
21300-008384	H26 - Parts	HANDLE, LP35	\$105.00	\$89.25	15%
21300-008385	H26 - Parts	KEYPAD 21300-008385 EN, US, LP35	\$812.00	\$690.20	15%
21330-001440	H26 - Parts	ASSY - TEST LOAD, ROHS, EN ZH KO JA RU C	\$109.00	\$92.65	15%
21330-001683	H26 - Parts	CABLE ASSY, TEMP-IP, LP35	\$155.00	\$131.75	15%
21330-001684	H26 - Parts	ASSY, CABLE, INTERNAL DC POWER, LP35	\$19.82	\$16.85	15%
21330-001685	H26 - Parts	ASSY, CABLE, DISPLAY POWER, LPQ5, LPT5	\$19.82	\$16.85	15%
21330-001686	H26 - Parts	CABLE ASSY, CO2, LP35	\$28.00	\$23.80	15%
21330-001687	H26 - Parts	ASSY, POWER PLUG, LP35	\$240.00	\$204.00	15%
21330-001688	H26 - Parts	ASSY, ANTENNA, WLAN, LP35	\$81.00	\$68.85	15%
21330-001689	H26 - Parts	ASSY, ECG FLEX, LP35	\$614.00	\$521.90	15%
21330-001670	H26 - Parts	ASSEMBLY, RECEPTACLE, THERAPY, LP35	\$388.00	\$329.80	15%
21330-001674	H26 - Parts	ASSY, CABLE, SPEAKER, LP35	\$57.00	\$48.45	15%
21330-001675	H26 - Parts	ASSEMBLY AID, CO2 DOOR, LP35	\$6.00	\$5.10	15%
21330-001676	H26 - Parts	ASSY, INSULATOR, PCBA, SYSTEM, FRONT, LP	\$13.63	\$11.59	15%
21330-001678	H26 - Parts	ASSY, HOUSING RIGHT, PMOD, LP35	\$221.00	\$187.35	15%
21330-001679	H26 - Parts	ASSY, BATTERY BACKPLATE, LP35	\$178.00	\$151.30	15%
21330-001680	H26 - Parts	GUIDE, BATTERY HARNESS, LPQ5, LPT5	\$9.55	\$8.12	15%
21330-001681	H26 - Parts	BRACKET ASSEMBLY, PCBA STACK, LPQ5, LPT5	\$408.00	\$346.80	15%
21330-001686	H26 - Parts	Assy, Fan with VHB, LP35	\$58.00	\$49.30	15%
21501-003323	H26 - Parts	LABEL 21501-003323 ECG COVER, LP35	\$3.36	\$2.86	15%
21501-003345	H26 - Parts	LABEL, INSTRUCTION, ENGLISH, LP35	\$10.61	\$9.02	15%
21501-003360	H26 - Parts	LABEL 21501-003360 PTR PRT,MODEM P, LP35	\$3.46	\$2.94	15%
21501-003361	H26 - Parts	LABEL 21501-003361 DC INPUT, LP35	\$2.30	\$1.96	15%
21501-003362	H26 - Parts	LABEL,PMOD,MAS SPO2,MDT CO2,NIBP,G3,LP35	\$22.00	\$18.70	15%
21501-003363	H26 - Parts	LABEL,PMOD,MAS SPO2,MDT CO2,NIBP,TEMPIP,	\$22.00	\$18.70	15%
21501-003364	H26 - Parts	LABEL,PMOD,MAS SPO2,MDT CO2,NIBP,TEMPIP,	\$19.10	\$16.24	15%
21501-003365	H26 - Parts	LABEL,PMOD,MAS SPO2,MDT CO2,NIBP,G3,LP35	\$22.00	\$18.70	15%
21501-003368	H26 - Parts	LABEL,PMOD,MAS SPO2,MDT CO2,NIBP,TEMPIP,	\$22.00	\$18.70	15%
21501-003369	H26 - Parts	LABEL,PMOD,MAS SPO2,MDT CO2,NIBP,TEMPIP,	\$22.00	\$18.70	15%
21501-003370	H26 - Parts	LABEL,PMOD,MAS SPO2,MDT CO2,NIBP,G1,LP35	\$19.10	\$16.24	15%
21501-003371	H26 - Parts	LABEL, ASSY AID, 0.9IN,LP35	\$2.50	\$2.13	15%
21501-003376	H26 - Parts	LABEL, ASSY AID, 2.0IN,LP35	\$4.18	\$3.55	15%
40535-000002	H26 - Parts	KIT, REPAIR, SYSTEM PCBA, LP35	\$8,779.00	\$7,462.15	15%
40535-000003	H26 - Parts	KIT, REPAIR, ENERGY DELIVERY PCBA, LP35	\$3,270.00	\$2,779.50	15%
40535-000004	H26 - Parts	KIT, REPAIR, INTERFACE PCBA, LP35	\$718.00	\$610.30	15%
40535-000005	H26 - Parts	KIT, REPAIR, FRONT HOUSING DISPLAY, LP35	\$2,682.00	\$2,262.70	15%
40535-000006	H26 - Parts	KIT, REPAIR, HANDLE, LP35	\$116.00	\$98.60	15%
40535-000007	H26 - Parts	KIT, REPAIR, REAR HOUSING, LP35	\$70.00	\$59.50	15%
40535-000008	H26 - Parts	KIT, REPAIR, THERAPY RECEPTACLE, LP35	\$450.00	\$382.50	15%
40535-000009	H26 - Parts	KIT, REPAIR, BATTERY CONNECTOR, LP35	\$139.00	\$118.15	15%
40535-000010	H26 - Parts	KIT, REPAIR, ECG CONNECTOR, LP35	\$598.00	\$503.30	15%
40535-000011	H26 - Parts	KIT, REPAIR, FAN, LP35	\$29.00	\$24.65	15%
40535-000012	H26 - Parts	KIT, REPAIR, ROTARY SWITCH, LP35	\$64.00	\$71.40	15%
40535-000014	H26 - Parts	KIT, REPAIR, PATIENT PARAMETER PCBA, LP3	\$764.00	\$649.40	15%
40535-000015	H26 - Parts	KIT, REPAIR, CO2 MODULE,MEDTRONIC, LP35	\$3,636.00	\$3,090.60	15%
40535-000016	H26 - Parts	KIT, REPAIR, PMOD HOUSING	\$29.00	\$24.65	15%
40535-000017	H26 - Parts	KIT, REPAIR, INTERNAL FASTENERS, LP35	\$28.00	\$23.80	15%
40535-000018	H26 - Parts	KIT, REPAIR, SPO2 MODULE, MASIMO, LP35	\$1,235.00	\$1,049.75	15%
40535-000019	H26 - Parts	KIT, REPAIR, NIBP MODULE, LP35	\$1,330.00	\$1,130.50	15%
40535-000020	H26 - Parts	KIT, REPAIR, NIBP PUMP,LP35	\$220.00	\$187.00	15%
40535-000021	H26 - Parts	KIT, REPAIR, NIBP COUPLER, LP35	\$1,377.00	\$1,170.45	15%
40535-000022	H26 - Parts	KIT, REPAIR, SPO2 CONNECTOR, MASIMO, LP3	\$415.00	\$352.75	15%
11101-000016	H26 - AED Accessories	ELECTASSY-AED INFANT/CHILD REDUCED ENERGY	\$151.00	\$126.80	20%
11101-000017	H26 - AED Accessories	START KIT-I-C ELECTRODE, LANGUAGE SET 1	\$260.00	\$208.00	20%
11101-000021	H26 - AED Accessories	KIT, SHIPPING, SINGLE ELECTRODE, LPCR2,	\$188.00	\$150.40	20%

11140-000091	H28 - AED Accessories	AC/DC POWER CONVERTER, LP1000 BATTERY CH	\$120.00	\$96.00	20%
11140-000099	H28 - AED Accessories	KIT-BATTERY CHARGER, LP1000, N. AMERICAN	\$680.00	\$520.00	20%
11140-000100	H28 - AED Accessories	AC/DC POWER CONVERTER, LP1000 BATTERY CH	\$120.00	\$96.00	20%
11140-000101	H28 - AED Accessories	POWER CORD, GROUNDED, NORTH AMERICAN	\$81.00	\$64.80	20%
11141-000165	H28 - AED Accessories	KIT, REPLACEMENT BATTERY, LPCR2, MULTI	\$327.00	\$261.60	20%
11141-000166	H28 - AED Accessories	BATTERY, D-CELL, TRAINER, LPCR2	\$28.00	\$22.40	20%
11210-000001	H28 - AED Accessories	WALL MOUNT BRACKET FOR LIFEPAK(R) 500 AE	\$201.00	\$160.80	20%
11210-000021	H28 - AED Accessories	BRACKET-WALL MOUNT, LIFEPAK CR	\$155.00	\$124.00	20%
11210-000026	H28 - AED Accessories	WALL BOX - SEMI RECESSED, FIRE RATED, 3 I	\$690.00	\$552.00	20%
11210-000027	H28 - AED Accessories	LIFEPAK WALL BOX-RECESSED,FIRE RATED	\$659.00	\$527.20	20%
11210-000028	H28 - AED Accessories	LIFEPAK AED CABINET-FREE STANDING, WHITE	\$1,628.00	\$1,302.40	20%
11210-000029	H28 - AED Accessories	LIFEPAK AED CABINET-FREE STANDING, GREY	\$1,696.00	\$1,356.80	20%
11210-000046	H28 - AED Accessories	BRACKET, AED, UNIVERSAL, WHITE	\$61.00	\$48.80	20%
11210-000047	H28 - AED Accessories	BRACKET, AED, UNIVERSAL, GREEN	\$61.00	\$48.80	20%
11210-000048	H28 - AED Accessories	WALL CABINET SS-SEMI RECESS,FIRE RATED LP	\$635.00	\$508.00	20%
11220-000076	H28 - AED Accessories	STANDARD CABINET, SM, SS	\$814.00	\$651.20	20%
11220-000077	H28 - AED Accessories	STANDARD CABINET, SR, SS	\$739.00	\$591.20	20%
11220-000078	H28 - AED Accessories	SMALL CABINET, FR, SS	\$690.00	\$552.00	20%
11220-000079	H28 - AED Accessories	STANDARD CABINET, SM, RE	\$481.00	\$384.80	20%
11220-000082	H28 - AED Accessories	STANDARD CABINET, SM, RE, OSHA ORANGE	\$489.00	\$391.20	20%
11220-000083	H28 - AED Accessories	STANDARD CABINET, SM, RE, SIREN STROBE A	\$569.00	\$471.20	20%
11220-000084	H28 - AED Accessories	AED WALL BOX - STAINLESS STEEL, SM, SIRE	\$948.00	\$678.40	20%
11220-000086	H28 - AED Accessories	AED WALL CABINET-SM,SE,ALUM,TIMED STROBE	\$753.00	\$602.40	20%
11220-000087	H28 - AED Accessories	AED WALL CABINET-SM,RE,STEEL,TIMED STROB	\$631.00	\$504.80	20%
11220-000088	H28 - AED Accessories	AED WALL CABINET-FR,SE,ALUM,TIMED STROBE	\$626.00	\$500.80	20%
11220-000089	H28 - AED Accessories	AED WALL CABINET - FR, SE, STEEL, ORANGE	\$457.00	\$365.60	20%
11220-000090	H28 - AED Accessories	AED WALL CABINET-FR,SE,STEEL,TIMED STROB	\$578.00	\$462.40	20%
11250-000012	H28 - AED Accessories	TRAINING ELECT KIT-QUIK-PAK	\$119.00	\$95.20	20%
11250-000015	H28 - AED Accessories	ELECT-TRAINING, QUIK-PAK	\$82.00	\$64.80	20%
11250-000042	H28 - AED Accessories	ELECTRODES-TRAINING,INFANT-CHILD, SET OF	\$63.00	\$50.40	20%
11250-000045	H28 - AED Accessories	TRAINING ELECTRODE ASSY,INF-CHILD,KIT,SE	\$112.00	\$89.60	20%
11250-000077	H28 - AED Accessories	SHIP ASSY-LPCR-T, ENG/TA/SPA	\$501.00	\$400.80	20%
11250-000099	H28 - AED Accessories	REMOTE CONTROL AND CABLE, LPCR AED ROHS	\$71.00	\$56.80	20%
11250-000106	H28 - AED Accessories	CHARGE-PAK, LPCR-T AED TRAINER, ROHS	\$53.00	\$41.60	20%
11250-000139	H28 - AED Accessories	ASSY, TRAY COVER WITH HANDLE, TRAINER, L	\$30.00	\$24.00	20%
11250-000140	H28 - AED Accessories	PADS, REPLACEMENT, TRAINER, LPCR2	\$258.00	\$206.40	20%
11250-000141	H28 - AED Accessories	USB, BLUETOOTH, TRAINER,KIT, LPCR2	\$66.00	\$52.80	20%
11250-000142	H28 - AED Accessories	USB, REPROGRAMMING, TRAINER, LPCR2, CR2T	\$37.00	\$29.60	20%
11250-000144	H28 - AED Accessories	TRAINING MAT, LPCR2T2	\$33.00	\$26.40	20%
11250-000145	H28 - AED Accessories	TRAY, ELECTRODE, TRAINER, LPCR2	\$216.00	\$172.80	20%
11250-000147	H28 - AED Accessories	KIT, SHIPPING, DEMO, LPCR2, ENGLISH	\$938.00	\$750.40	20%
11250-000162	H28 - AED Accessories	KIT, SHIPPING, TRAINER,LPCR2, ENGLISH	\$969.00	\$695.20	20%
11250-000178	H28 - AED Accessories	HANDLE REPLACEMENT KIT,LPCR2 TRAINER	\$33.00	\$26.40	20%
11260-000014	H28 - AED Accessories	BAG-THERMOFORMED,LPCR-T AED TRAINER	\$58.00	\$44.40	20%
11260-000015	H28 - AED Accessories	CASE-HARD,LPCR	\$384.00	\$307.20	20%
11260-000047	H28 - AED Accessories	KIT, CARRY CASE, LPCR2CARRY, LPCR2	\$118.00	\$94.40	20%
11260-000048	H28 - AED Accessories	ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLS	\$176.00	\$140.80	20%
11403-000001	H28 - AED Accessories	SHIPNG ASSY-CHG-PK,OK-PK,REPLT KIT, TWO E	\$405.00	\$324.00	20%
11403-000002	H28 - AED Accessories	ASSY-CHG-PK,OK-PK,REPLT KIT, ONE ELETR	\$345.00	\$276.00	20%
11512-000001	H28 - AED Accessories	KIT, LID REPLACEMENT, LPCR2, MULTI	\$97.00	\$77.60	20%
11512-000002	H28 - AED Accessories	KIT, HANDLE REPLACEMENT,LPCR2	\$33.00	\$26.40	20%
11996-000351	H28 - AED Accessories	SOFT BAG - TRAINER1000	\$137.00	\$109.60	20%
11996-000352	H28 - AED Accessories	HARD BAG - TRAINER1000	\$398.00	\$318.40	20%
11996-000355	H28 - AED Accessories	PLUG-IN CHARGER USA_A_-TRAINER1000	\$102.00	\$81.60	20%
11996-000358	H28 - AED Accessories	REMOTE CONTROL - TRAINER1000	\$173.00	\$138.40	20%
11996-000445	H28 - AED Accessories	WALL CABINET, SOLID PLUS, ALARM, WHITE	\$613.00	\$490.40	20%
11996-000447	H28 - AED Accessories	WALL CABINET, SOLID PLUS, ALARM, RED	\$613.00	\$490.40	20%
11996-000449	H28 - AED Accessories	WALL CABINET, SOLID PLUS, HEAT, ALARM, W	\$690.00	\$571.20	20%
11996-000451	H28 - AED Accessories	WALL CABINET, SOLID PLUS, HEAT, ALARM, R	\$690.00	\$571.20	20%
11998-000292	H28 - AED Accessories	WALL BOX - SEMI RECESS, LP500, 6.75"	\$469.00	\$375.20	20%
11998-000293	H28 - AED Accessories	WALL BOX - FULL RECESS, LP500	\$401.00	\$320.80	20%
11998-000310	H28 - AED Accessories	LIFEBOX WALL BOX-EXPOSED WALL MOUNT,STRO	\$408.00	\$326.40	20%
11998-000327	H28 - AED Accessories	SIGN, WALL, ILCOR W/LOGO, FLAT, 8X10	\$38.00	\$30.40	20%
11998-000328	H28 - AED Accessories	SIGN, WALL, ILCOR W/LOGO, T-MOUNT, 8X10	\$55.00	\$44.00	20%
11998-000329	H28 - AED Accessories	SIGN, WALL, ILCOR W/LOGO, TENT, 7X8	\$55.00	\$44.00	20%
11998-000330	H28 - AED Accessories	SIGN, WALL, TRADITIONALW/LOGO, FLAT, 8X	\$38.00	\$30.40	20%
11998-000331	H28 - AED Accessories	SIGN, WALL, TRADITIONALW/LOGO, T-MOUNT,	\$55.00	\$44.00	20%
11998-000332	H28 - AED Accessories	SIGN, WALL, TRADITIONALW/LOGO, TENT, 7X	\$55.00	\$44.00	20%
11998-000333	H28 - AED Accessories	SIGN, WALL, TRADITIONALW/O LOGO, T-MOUN	\$55.00	\$44.00	20%
11250-000003	H28 - AED Accessories	SOOR, BATTERY, 3 PACK, TRAINER, LPCR2	\$23.00	\$18.40	20%
11250-000004	H28 - AED Accessories	ASSY, LID, LOCALIZED, TRAINER, LPCR2, EN	\$50.00	\$40.00	20%
21300-004576	H28 - AED Accessories	CASE ASSY - THERMOFORMED, LIFEPAK CR	\$110.00	\$88.00	20%
21300-006462	H28 - AED Accessories	LID,LIFEPAK CR PLUS,ENHANCED,PAD PRINTED	\$54.00	\$43.20	20%
21300-006586	H28 - AED Accessories	PEDESTAL FOR SWITCH	\$48.00	\$38.40	20%
21300-006587	H28 - AED Accessories	CENTRAL ALARM SWITCH	\$82.00	\$65.60	20%
26500-002040	H28 - AED Accessories	REFERENCE CARD - LP CR PLUS OTC	\$12.55	\$10.04	20%
26500-003362	H28 - AED Accessories	USER MANUAL CD - TRAINER1000 AMERICA	\$22.00	\$17.60	20%
26500-003645	H28 - AED Accessories	TAG,LOCAL EMERGENCY CONTACT NUMBER,911,M	\$6.27	\$5.02	20%
99996-000117	H29 - Accessories	TRAINER1000 - VERSION AMERICA	\$1,881.00	\$1,504.80	20%
11111-000029	H29 - Accessories	ASSY, CABLE,ECG,5 WIRE,AHA,8 FT	\$347.00	\$294.95	15%
11111-000031	H29 - Accessories	ASSY, CABLE, ECG, 3 WIRE, AHA, 8 FT	\$347.00	\$294.95	15%
11111-000035	H29 - Accessories	ASSY, CABLE, ECG, 4 WIRE, AHA, 8 FT	\$514.00	\$436.90	15%
11111-000041	H29 - Accessories	ASSY, CABLE, ECG, 15 LEAD, 3 WIRE PRECOR	\$120.00	\$96.00	20%
11113-000008	H29 - Accessories	ASSY, CABLE, THERAPY, LP35, 1U	\$55.00	\$43.75	15%
11130-000061	H29 - Accessories	PADDLE ASSY-HARD PADDLE,ENGLISH, ROHS, L	\$1,336.00	\$1,068.80	20%
11131-000001	H29 - Accessories	PADDLE ASSY - INTERNAL HANDLE, LP12	\$3,043.00	\$2,434.40	20%
11131-000010	H29 - Accessories	INTERNAL PADDLES, 1 INCH (2.5 CM)-HANDLE	\$580.00	\$440.00	20%
11131-000011	H29 - Accessories	INTERNAL PADDLES, 1.5 IN (3.8 CM)-HANDLE	\$580.00	\$440.00	20%
11131-000012	H29 - Accessories	INTERNAL PADDLES, 2 INCH (5.1 CM)-HANDLE	\$580.00	\$440.00	20%
11131-000013	H29 - Accessories	INTERNAL PADDLES, 2.5 IN (6.4 CM)-HANDLE	\$580.00	\$440.00	20%
11131-000014	H29 - Accessories	INTERNAL PADDLES, 3.5 INCH (8.9 CM) W/D	\$580.00	\$440.00	20%
11131-000019	H29 - Accessories	ELECTRODE-INTERN, CAM LK, 2.5, DIA, XL	\$580.00	\$440.00	20%
11131-000021	H29 - Accessories	INTERN PADDLE,CAM LK, 1.5/3.8CM DIA, 9.00	\$580.00	\$440.00	20%
11131-000022	H29 - Accessories	INTERN PADDLE,CAM LK 2.0 /5.1CM DIA, 8.75	\$549.00	\$439.20	20%
11131-000023	H29 - Accessories	INTERN PADDLE,CAM LK,3.5/8.9CM DIA, 8.00	\$550.00	\$440.00	20%
11140-000047	H29 - Accessories	POWER CORD, MLD, DOM, 1, LANG	\$99.00	\$79.20	20%
11140-000074	H29 - Accessories	DC TO DC POWER ADAPTER,LP15	\$2,814.00	\$2,251.20	20%
11140-000078	H29 - Accessories	CABLE ASSEMBLY - TEMPERATURE ADAPTER, 5F	\$513.00	\$410.40	20%
11140-000079	H29 - Accessories	CABLE ASSEMBLY - TEMPERATURE ADAPTER, 10	\$513.00	\$410.40	20%
11140-000080	H29 - Accessories	CABLE-EXTERNAL POWER, EXTENSION	\$430.00	\$344.00	20%
11140-000102	H29 - Accessories	CHARGER, BATTERY, LP35	\$3,000.00	\$2,550.00	15%
11140-000131	H29 - Accessories	POWER CORD,C13 ST,10FT,HOSPITAL GRADE	\$108.00	\$91.80	15%
11150-000020	H29 - Accessories	KIT, MODEM, NA, LP35	\$1,500.00	\$1,275.00	15%
11220-000032	H29 - Accessories	POUCH, RIGHT, CARRYING BAG, LP12	\$46.00	\$36.80	20%
11220-000036	H29 - Accessories	BACK POUCH,SMALL,CARRYING BAG,LP12	\$42.00	\$33.60	20%
11220-000084	H29 - Accessories	ACCTY BAG,RIGHT SIDE LP10	\$61.00	\$48.80	20%
11220-000086	H29 - Accessories	BATTERY PACK CARRYING POUCH	\$54.00	\$43.20	20%
11220-000072	H29 - Accessories	BACK POUCH - LARGE	\$69.00	\$55.20	20%
11230-000021	H29 - Accessories	ASSY, CABLE, ADAPTER, IP, ICU, LP35	\$1,200.00	\$1,020.00	15%
11260-000016	H29 - Accessories	ACCESSORY HOLDER-LP20	\$90.00	\$72.00	20%
11260-000018	H29 - Accessories	CARRYING BAGS-SIDE BAGS, LP20	\$232.00	\$185.60	20%
11260-000019	H29 - Accessories	CARRYING BAGS-STRAP KIT, LP20	\$141.00	\$112.80	20%
11260-000023	H29 - Accessories	CASE-HARD, LP1000	\$942.00	\$433.60	20%
11260-000041	H29 - Accessories	CARRYING BAGS-STRAP KITLP20	\$304.00	\$243.20	20%
11260-000043	H29 - Accessories	CARRYING BAGS-TOP BAGP20	\$94.00	\$75.20	20%
11260-000044	H29 - Accessories	TRUECAP CARRYING CASE	\$104.00	\$83.20	20%
11260-000045	H29 - Accessories	ACCESSORY CARRY CASE - CODE MANAGEMENT M	\$315.00	\$252.00	20%
11330-000007	H29 - Accessories	ASSY, CABLE, ACCESS PORT, LP35	\$780.00	\$637.50	15%
11330-000014	H29 - Accessories	CABLE, PRINTER, LP35	\$1,500.00	\$1,275.00	15%
11330-000017	H29 - Accessories	ASSY, CABLE, ACCESS PORT, SHORT, LP35	\$1,000.00	\$800.00	15%
11335-000001	H29 - Accessories	KIT, PRINTER, LP35	\$3,000.00	\$2,550.00	15%
11335-000008	H29 - Accessories	KIT, STORAGE BAGS, LP35	\$600.00	\$510.00	15%
11996-000106	H29 - Accessories	DURA-Y MULTISITE SENSOR	\$930.00	\$744.00	20%

11996-000310	H29 - Accessories	PATIENT SIMULATOR - ECG, 3 LEAD	\$1,171.00	\$936.80	20%
11996-000311	H29 - Accessories	PATIENT SIMULATOR - ECG, 12 LEAD	\$1,344.00	\$1,075.20	20%
11996-000370	H29 - Accessories	ROHS LP12-LP15 TO PC USBCABLE,BULK PACKA	\$339.00	\$271.20	20%
11996-000374	H29 - Accessories	RED CONNECTOR, LP15	\$218.00	\$174.40	20%
11996-000386	H29 - Accessories	PATIENT SIMULATOR, ECG, 15-LEAD	\$1,500.00	\$1,200.00	20%
11997-000298	H29 - Accessories	CABLE,PATIENT,RD RNBOV,SET RA25-04,EMS,M	\$400.00	\$340.00	15%
11998-000009	H29 - Accessories	RED SECURITY TIES FOR EMERGENCY CART	\$8.79	\$7.03	20%
11998-000326	H29 - Accessories	CABLE-ADAPTER,LP15 INTERNAL PADDLES,ROHS	\$638.00	\$510.40	20%
11988-000334	H29 - Accessories	KIT, EMERGENCY RESPONSE	\$64.00	\$51.20	20%
21300-008159	H29 - Accessories	NBP - TUBING, 6FT, BAYONET, UDI	\$100.00	\$85.00	15%
21330-000996	H29 - Accessories	ASSY-LP20 DOCKING STATION	\$538.00	\$430.40	20%
21330-001357	H29 - Accessories	ASSEMBLY, DVD, INSERVICE, LP15, V1	\$84.00	\$43.20	20%
21501-000823	H29 - Accessories	LABEL,SET-HARD PADDLES,EN/FR/GE/SW/DA/DU	\$7.53	\$6.03	20%
300-000-100	H29 - Accessories	LARYNGOSCOPE,CASE	\$160.00	\$132.80	17%
340-000-000	H29 - Accessories	LARYNGOSCOPE, BATTERY, MCGRATH 3.6V GRAY	\$83.00	\$66.40	20%
41335-000001	H29 - Accessories	SHIP KIT, POWER SUPPLY, LP35	\$2,500.00	\$2,125.00	15%
11576-000046	H30 - Lucas Accessories	LUCAS SUCTION CUP DISPOSABLE 3-PACK	\$193.00	\$154.40	20%
11576-000047	H30 - Lucas Accessories	LUCAS SUCTION CUP DISPOSABLE 12-PACK	\$688.00	\$548.00	20%
11576-000060	H30 - Lucas Accessories	LUCAS BATTERY CHARGER, MAINS PLUG, US-CAN-	\$1,609.00	\$1,287.20	20%
11576-000064	H30 - Lucas Accessories	LUCAS PCI BACK PLATE	\$4,630.00	\$3,704.00	20%
11576-000086	H30 - Lucas Accessories	PLATE, BACK, SLIM, LUCAS	\$542.00	\$433.60	20%
11576-000089	H30 - Lucas Accessories	PLATE, BACK, ANTI SLIP, FORSLIM BACK PLATE,	\$39.00	\$31.20	20%
11576-000090	H30 - Lucas Accessories	PLATE, BACK, ANTI SLIP, 3PACK, SLIM BACK PLA	\$95.00	\$76.00	20%
11576-000094	H30 - Lucas Accessories	CASE, CARRYING, HARD SHELL, LUCAS, STRYK	\$617.00	\$493.60	20%
11996-000279	H30 - Lucas Accessories	LUCAS CONNECTOR-OHMEDA AIR	\$508.00	\$406.40	20%
21576-000016	H30 - Lucas Accessories	LUCAS 2 - REFURBISHING KIT	\$893.00	\$714.40	20%
21576-000026	H30 - Lucas Accessories	LUCAS 2 FRAME ASSY	\$1,623.00	\$1,298.40	20%
21576-000047	H30 - Lucas Accessories	SCREW PT K40X12 WN 1452A2	\$6.09	\$4.87	20%
21576-000089	H30 - Lucas Accessories	BRACKET, HOOD, LUCAS	\$536.00	\$428.80	20%
21996-000036	H30 - Lucas Accessories	SEAL-SHAFT	\$4.87	\$3.90	20%
21996-000044	H30 - Lucas Accessories	BACKPLATE V2	\$520.00	\$416.00	20%
70335-000035	H35 - LP35	LP35,EN-US,MAS-SP/CO/MET,MED-CO2,SUN-NIB	\$59,000.00	\$54,280.00	8%
70335-000037	H35 - LP35	LP35,EN-US,MAS-SP/CO/MET,MED-CO2,SUN-NIB	\$59,000.00	\$54,280.00	8%
70335-000038	H35 - LP35	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIB,P	\$53,600.00	\$49,312.00	8%
70335-000039	H35 - LP35	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIB,P	\$53,600.00	\$49,312.00	8%
70335-000040	H35 - LP35	LP35,EN-US,MAS-SPO2,MED-CO2,SUN-NIB,P-	\$48,200.00	\$44,344.00	8%
70335-000041	H35 - LP35	LP35,EN-US,MAS-SPO2,MED-CO2,SUN-NIB,P-	\$48,200.00	\$44,344.00	8%
70335-000042	H35 - LP35	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIB,12	\$51,400.00	\$47,288.00	8%
70335-000043	H35 - LP35	LP35,EN-US,MAS-SPO2,MED-CO2,SUN-NIB,12L	\$46,000.00	\$42,320.00	8%
70335-000044	H35 - LP35	LP35,EN-US,MAS-SPO2,MED-CO2,SUN-NIB,P-	\$32,200.00	\$28,624.00	8%
70335-000045	H35 - LP35	LP35,EN-US,MAS-SPO2,MED-CO2,SUN-NIB,P-	\$32,200.00	\$28,624.00	8%
70335-000046	H35 - LP35	LP35,EN-US,MAS-SPO2,MED-CO2,SUN-NIB,WIF	\$30,000.00	\$27,600.00	8%
450-STR-US-10	H38 - HeartSine 400/500	PACKAGE,450P,PP01,EN,450-STR-US-10	\$2,590.00	\$1,554.00	40%
450-STR-US-AV	H38 - HeartSine 400/500	PACKAGE,450P,PP01,EN,450-STR-US-AV	\$2,777.00	\$1,666.20	40%
450-STR-US-GW	H38 - HeartSine 400/500	PACKAGE,450P, Gateway,PP03,US,450-ST	\$2,536.00	\$1,751.60	40%
PAD-ACC-02	H39 - HeartSine A&D	ACCESSORY,TRN CABLE,PAD-ACC-02	\$51.00	\$40.80	20%
PAD-BAG-01	H39 - HeartSine A&D	BAG,YELLOW/BLUE,PAD-BAG-01	\$75.00	\$60.00	20%
PAD-BAG-02	H39 - HeartSine A&D	BAG,SCOUT RUCKSACK,PAD-BAG-02	\$198.00	\$156.80	20%
PAD-CAB-02	H39 - HeartSine A&D	CABINET,WALL BRACKET,PAD-CAB-02	\$113.00	\$90.40	20%
PAD-CAB-04	H39 - HeartSine A&D	CABINET,ALARMED CABINET,PAD-CAB-04	\$207.00	\$165.60	20%
PAD-PAK-01	H39 - HeartSine A&D	BATTERY,PAD-PAK-01	\$236.00	\$188.80	20%
PAD-PAK-02	H39 - HeartSine A&D	BATTERY,PAD-PAK-02	\$279.00	\$223.20	20%
PAD-PAK-07	H39 - HeartSine A&D	BATTERY,PAD-PAK-07	\$256.00	\$204.80	20%
TRN-350-AS	H39 - HeartSine A&D	TRAINER,350,ES,TRN-350-AS	\$610.00	\$488.00	20%
TRN-350-US	H39 - HeartSine A&D	TRAINER,350,EN,TRN-350-US	\$610.00	\$488.00	20%
TRN-360-AS	H39 - HeartSine A&D	TRAINER,360,ES,TRN-360-AS	\$610.00	\$488.00	20%
TRN-360-US	H39 - HeartSine A&D	TRAINER,360,EN,TRN-360-US	\$610.00	\$488.00	20%
TRN-450-US	H39 - HeartSine A&D	TRAINER,450,EN,TRN-450-US	\$610.00	\$488.00	20%
TRN-ACC-02	H39 - HeartSine A&D	ACCESSORY,TRN ELECTRODEX10,TRN-ACC-02	\$61.00	\$48.80	20%
TRN-ACC-03	H39 - HeartSine A&D	ACCESSORY,TRN ELECTRODEX25,TRN-ACC-03	\$141.00	\$112.80	20%
TRN-ACC-14	H39 - HeartSine A&D	ACCESSORY,TRN CHARGER,TRN-ACC-14	\$46.00	\$36.80	20%
TRN-ACC-16	H39 - HeartSine A&D	REMOTE,TRN350,TRN-ACC-16	\$220.00	\$176.00	20%
TRN-ACC-18	H39 - HeartSine A&D	REMOTE,TRN360,TRN-ACC-18	\$220.00	\$176.00	20%
TRN-ACC-19	H39 - HeartSine A&D	REMOTE,TRN450,TRN-ACC-19	\$220.00	\$176.00	20%
TRN-PAK-04	H39 - HeartSine A&D	ACCESSORY,TRN-PAK-04	\$71.00	\$56.80	20%
ACC-BAT-GW	H40 - HeartSine Gateway	HeartSine Gateway,Replacement Batteries	\$52.00	\$41.60	20%
ACC-REM-GW	H40 - HeartSine Gateway	HeartSine Gateway,Removal Tool	\$25.00	\$20.00	20%
78000200	H41 - CODE STAT	CDTSERVICE 1-10	\$935.00	\$841.50	10%
78000201	H41 - CODE STAT	CDTSERVICE 11-24	\$1,402.00	\$1,261.80	10%
78000216	H41 - CODE STAT	CDTSERVICE 1001-1100	\$98,123.00	\$86,310.70	10%
78000217	H41 - CODE STAT	CDTSERVICE 1101-1300	\$107,468.00	\$96,721.20	10%
78000218	H41 - CODE STAT	CDTSERVICE 1201-1300	\$116,813.00	\$105,131.70	10%
78000219	H41 - CODE STAT	CDTSERVICE 1301-1400	\$126,158.00	\$113,542.20	10%
78000220	H41 - CODE STAT	CDTSERVICE 1401-1500	\$135,503.00	\$121,952.70	10%
78000221	H41 - CODE STAT	CDTSERVICE 25-50	\$3,869.00	\$3,482.10	10%
78000222	H41 - CODE STAT	CDTSERVICE 51-100	\$8,512.00	\$7,660.80	10%
78000223	H41 - CODE STAT	CDTSERVICE 101-200	\$16,926.00	\$15,233.40	10%
78000224	H41 - CODE STAT	CDTSERVICE 201-300	\$24,181.00	\$21,762.90	10%
78000225	H41 - CODE STAT	CDTSERVICE 301-400	\$33,853.00	\$30,467.70	10%
78000226	H41 - CODE STAT	CDTSERVICE 401-500	\$43,525.00	\$39,172.50	10%
78000227	H41 - CODE STAT	CDTSERVICE 501-600	\$53,197.00	\$47,877.30	10%
78000228	H41 - CODE STAT	CDTSERVICE 601-700	\$62,869.00	\$56,582.10	10%
78000229	H41 - CODE STAT	CDTSERVICE 701-800	\$72,541.00	\$65,296.90	10%
78000230	H41 - CODE STAT	CDTSERVICE 801-900	\$82,213.00	\$73,99.70	10%
78000231	H41 - CODE STAT	CDTSERVICE 901-1000	\$91,885.00	\$82,696.50	10%
11600-000022	H41 - CODE STAT	CODE-STAT 10 DATA REVIEWSEAT LICENSE	\$3,698.00	\$3,328.20	10%
11600-000029	H41 - CODE STAT	CODE-STAT ENTERPRISE SUBSCRIPTIONS	\$61,271.00	\$55,143.90	10%
11600-000030	H41 - CODE STAT	CODE-STAT 11 DATA REVIEWSEAT LICENSE	\$3,775.00	\$3,397.50	10%
50998-000025	H42 - Modem Data Plan	PLAN,DATA,4 YEAR,LPCR2	\$624.00	\$561.60	10%
50998-000027	H42 - Modem Data Plan	LPGR2, 4G DATA PLAN	\$516.00	\$464.40	10%
11996-000471	H45 - Modem	ASSEMBLY, GATEWAY, 4G, MULTITECH, VERIZO	\$1,600.00	\$1,440.00	10%
11996-000475	H45 - Modem	ASSEMBLY, GATEWAY, 4G, MULTITECH, ATT. K	\$1,600.00	\$1,440.00	10%
11996-000479	H45 - Modem	ASSEMBLY, GATEWAY, 4G, WIFI, VOICE, OSL, VRZN,	\$3,048.00	\$2,743.20	10%
11996-000480	H45 - Modem	ASSEMBLY, GATEWAY, 4G, WIFI, VOICE, OSITECH,N	\$3,048.00	\$2,743.20	10%
11996-000484	H45 - Modem	ASSEMBLY, GATEWAY, 4G, WIFI, VOICE, OSITECH,L	\$3,048.00	\$2,743.20	10%
11996-000526	H45 - Modem	ASSEMBLY, GATEWAY, 4G, MULTITECH, ATT TE	\$1,600.00	\$1,440.00	10%
21996-000109	H45 - Modem	GATEWAY, WIRELESS, TITANII	\$1,374.00	\$1,236.60	10%
50998-000011	H45 - Modem	OSITECH WIRELESS PART REPLACEMENT	\$179.00	\$161.10	10%
11101-000003	H46 - Disposables	AED TRAINING ELECTRODES, PAD PORTION ONL	\$66.00	\$46.20	30%
11101-000004	H46 - Disposables	AED TRAINING ELECTRODE SET	\$112.00	\$78.40	30%
11101-000007	H46 - Disposables	TRAINING ELECTRODES	\$42.00	\$29.40	30%
11171-000025	H46 - Disposables	INC14-PATIENT CABLE,SPO2,14FT,	\$627.00	\$438.90	30%
11171-000083	H46 - Disposables	SENSOR,NON-ADHESIVE,RD SET NEOPT-500,400	\$673.00	\$471.10	30%
11240-000031	H46 - Disposables	50MM WIDE ECG PAPERRECORDING, UDI	\$29.00	\$20.30	30%
11240-000032	H46 - Disposables	100MM ECG PAPERECG, UDI	\$30.00	\$21.00	30%
11250-000043	H46 - Disposables	POUCH-CABLE ASSY-TRAINING,INF-CHILD, SET	\$108.00	\$75.60	30%
11250-000052	H46 - Disposables	ASSEMBLY-TRAINING ELECTRODE, LP 1000 TRA	\$107.00	\$74.90	30%
11996-000001	H46 - Disposables	FILTERLINE H SET(INFANT/NEONAT	\$766.00	\$556.20	30%
11996-000113	H46 - Disposables	OXSENSOR II ADULT	\$907.00	\$654.90	30%
11996-000114	H46 - Disposables	OXSENSOR II ADULT,LONGCABLE	\$1,463.00	\$1,024.10	30%
11996-000117	H46 - Disposables	OXSENSOR II NEONATAL	\$1,182.00	\$827.40	30%
11996-000128	H46 - Disposables	MICROSTREAM SMART CAPNOLINE -O	\$594.00	\$415.80	30%
11996-000163	H46 - Disposables	MICROSTREAM SMART CAPNOLINE +	\$489.00	\$342.30	30%
11996-000164	H46 - Disposables	FILTERLINE SET L, ADULT/PEDIAT	\$438.00	\$306.60	30%
11996-000165	H46 - Disposables	MICROSTREAM SMART CAPNO+ O2 LO	\$621.00	\$434.70	30%
11996-000167	H46 - Disposables	MICROSTREAM SMART CAPNOLINE + O2 AD/INTR	\$1,722.00	\$1,205.40	30%
11996-000327	H46 - Disposables	RED PC-08,PATIENT CABLE,8FT,REF 2059	\$527.00	\$368.90	30%
11996-000338	H46 - Disposables	RNBOV DCIP-DC12,PED REUSE SENSOR,12FT,	\$1,732.00	\$1,212.40	30%
11996-000518	H46 - Disposables	SENSOR,RD RNBOV 8-WAVLENGTH SPCO, NEONATA	\$993.00	\$695.10	30%
21300-009547	H46 - Disposables	GEL-CONDUCT, ELCTD, 15-25,250 CM TUBE	\$5.54	\$5.58	30%
350-082-000	H46 - Disposables	LARYNGOSCOPE, BLADES, MAC1, BOX OF 10	\$219.00	\$181.77	17%
350-084-000	H46 - Disposables	LARYNGOSCOPE, BLADES, MAC2, BOX OF 10	\$219.00	\$181.77	17%
350-086-000	H46 - Disposables	LARYNGOSCOPE, BLADES, MAC3, BOX OF 10	\$219.00	\$181.77	17%

350-088-000	H46 - Disposables	LARYNGOSCOPE, BLADES, MAC4, BOX OF 10	\$219.00	\$181.77	17%
81-010400EU	H46 - Disposables	SENSOR, SKIN TEMPERATURE, PACK-50, ROHS	\$400.00	\$340.00	15%
81-02S412EU	H46 - Disposables	TEMP PROBE, GEN PURP, DEPTH MARK, 12FR, PACK	\$400.00	\$340.00	15%
81-080414EU	H46 - Disposables	POLEY CATHETER WTH TEMPSensor, 14FR, PACK-	\$1,350.00	\$1,147.50	15%
81-080414EU	H46 - Disposables	POLEY CATHETER WTH TEMPSensor, 16FR, PACK-	\$1,350.00	\$1,147.50	15%
MVA	H46 - Disposables	FILTERLINE, ADV, AD, ORAL-N, STD, S-TERM.	\$430.00	\$301.00	30%
MVA100U	H46 - Disposables	FILTERLINE, ADV, AD, PED, INTUBATED, 5-TER	\$1,558.00	\$1,090.60	30%
MVA1	H46 - Disposables	FILTERLINE, ADV, AD, PED, INTUBATED, 5-TER	\$382.00	\$267.40	30%
MVA100U	H46 - Disposables	FILTERLINE, ADV, AD, PED, INTUBATED, 5-TER	\$1,318.00	\$922.60	30%
MVAIH	H46 - Disposables	FILTERLINE, ADV, AD, PED, INTUBATED, L-TER	\$596.00	\$417.20	30%
MVAIL	H46 - Disposables	FILTERLINE, ADV, AD, PED, INTUBATED, 4M, S-	\$427.00	\$298.90	30%
MVAO	H46 - Disposables	FILTERLINE, ADV, AD, ORAL-N, O2, STD, S-T	\$475.00	\$332.50	30%
MVAO100U	H46 - Disposables	FILTERLINE, ADV, AD, ORAL-N, O2, STD, S-T	\$1,676.00	\$1,173.20	30%
MVAOL	H46 - Disposables	FILTERLINE, ADV, AD, ORAL-N, O2, 4M, S-TE	\$605.00	\$423.50	30%
MVIIIH	H46 - Disposables	FILTERLINE, ADV, NEO, INTUBATED, L-TERM.	\$745.00	\$521.50	30%
MVP	H46 - Disposables	FILTERLINE, ADV, PED, ORAL-N, STD, S-TERM	\$430.00	\$301.00	30%
MVPO	H46 - Disposables	FILTERLINE, ADV, PED, ORAL-N, O2, STD, S-	\$578.00	\$404.60	30%
X3-003-000	H46 - Disposables	LARYNGOSCOPE, BLADES, X3, BOX OF 10	\$384.00	\$318.72	17%
301-000-000	H47 - Video Laryngoscope	LARYNGOSCOPE, VIDEO, MCGRATH MAC A03	\$3,766.00	\$3,125.78	17%
11110-000029	H50 - Accessories (ProCare)	3-LEAD ECG CABLE	\$197.00	\$157.60	20%
11110-000040	H50 - Accessories (ProCare)	QUIK-COMBO(TM) THERAPY CABLE	\$553.00	\$426.40	20%
11110-000042	H50 - Accessories (ProCare)	EXTENSION CABLE FOR SPO SENSORS	\$96.00	\$76.80	20%
11110-000068	H50 - Accessories (ProCare)	5-LEAD ECG CABLE	\$359.00	\$287.20	20%
11110-000176	H50 - Accessories (ProCare)	DEC-8 CABLE EXTENSION, OXIMETER, 8 FT.	\$102.00	\$81.60	20%
11111-000016	H50 - Accessories (ProCare)	CABLE ASSEMBLY-3 WIRE ECG, AHA, LIFEPAK	\$359.00	\$287.20	20%
11111-000018	H50 - Accessories (ProCare)	CBL, 4WIRE LMB LEAD-SFTAHA, 12 LEAD ECG	\$527.00	\$421.60	20%
11111-000020	H50 - Accessories (ProCare)	CBL, 4WIRE LMB LEAD-SFTAHA, 12 LEAD ECG	\$532.00	\$425.60	20%
11111-000022	H50 - Accessories (ProCare)	CABLE, 6WIRE PRECORDIAL-AHA, 12 LEAD ECG	\$212.00	\$169.60	20%
11111-000036	H50 - Accessories (ProCare)	ASSY, CABLE, ECG, 4 WIRE, AHA, 5 FT	\$509.00	\$432.65	15%
11111-000037	H50 - Accessories (ProCare)	ASSY, CABLE, ECG, 16LEAD, 6 WIRE PRECORD	\$310.00	\$263.90	15%
11113-000002	H50 - Accessories (ProCare)	ACCESSORY-SHORTING PLUG, QUIK-COMBO	\$38.00	\$30.40	20%
11113-000004	H50 - Accessories (ProCare)	CABLE-THERAPY, QUIK-COMBO, SUPPLIED ASSY	\$553.00	\$426.40	20%
11130-000037	H50 - Accessories (ProCare)	PADDLE ASSY-DETACHABLE, ENG	\$2,206.00	\$1,754.80	20%
11131-000024	H50 - Accessories (ProCare)	INT PAD-ELECT, CAM I,K, 150 DIA, EPOXY 14	\$550.00	\$440.00	20%
11131-000040	H50 - Accessories (ProCare)	ASSEMBLY, INTERNAL PADDLES, LP20, 1.0	\$3,474.00	\$2,779.20	20%
11131-000041	H50 - Accessories (ProCare)	ASSEMBLY, INTERNAL PADDLES, LP20, 1.6	\$3,474.00	\$2,779.20	20%
11131-000042	H50 - Accessories (ProCare)	ASSEMBLY, INTERNAL PADDLES, LP20, 2.3	\$3,474.00	\$2,779.20	20%
11131-000043	H50 - Accessories (ProCare)	ASSEMBLY, INTERNAL PADDLES, LP20, 3.0	\$3,474.00	\$2,779.20	20%
11131-000044	H50 - Accessories (ProCare)	ASSEMBLY, INTERNAL PADDLES, LP15, 1.0	\$3,474.00	\$2,779.20	20%
11131-000045	H50 - Accessories (ProCare)	ASSEMBLY, INTERNAL PADDLES, LP15, 2.3	\$3,474.00	\$2,779.20	20%
11131-000046	H50 - Accessories (ProCare)	ASSEMBLY, INTERNAL PADDLES, LP15, 3.0	\$3,474.00	\$2,779.20	20%
11131-000047	H50 - Accessories (ProCare)	ASSEMBLY, INTERNAL PADDLES, LP15, 1.6	\$3,474.00	\$2,779.20	20%
11133-000007	H50 - Accessories (ProCare)	ASSY PEDIATRIC PADDLE, MULTI LANGUAGE, 3R	\$135.00	\$108.00	20%
11140-000015	H50 - Accessories (ProCare)	POWER CORD-MID, DOM, STR RCTP	\$112.00	\$89.60	20%
11140-000081	H50 - Accessories (ProCare)	CABLE-EXTERNAL POWER, RIGHT ANGLE	\$430.00	\$344.00	20%
11140-000088	H50 - Accessories (ProCare)	ADAPTER, POWER, AC TO DC, ENHANCED, LP15	\$2,309.00	\$1,847.20	20%
11141-000100	H50 - Accessories (ProCare)	ASSEMBLY BATTERY REPLACEMENT KIT	\$507.00	\$405.60	20%
11141-000112	H50 - Accessories (ProCare)	BATTERY PACK - LI-ION, LP20E	\$419.00	\$335.20	20%
11141-000149	H50 - Accessories (ProCare)	LIFEPAK NICD BATTERY ASSY 1.6 AH, 3RD ED1	\$476.00	\$380.80	20%
11141-000156	H50 - Accessories (ProCare)	ASSY-BATTERY, PRIMARY, 5/4C CELL, LHM202, LP	\$667.00	\$533.60	20%
11141-000162	H50 - Accessories (ProCare)	BATTERY PACK, LITHIUM ION, CMM-CODE, MGT	\$327.00	\$261.60	20%
11160-000011	H50 - Accessories (ProCare)	NIBP CUFF-REUSEABLE, INFANT, BAYONET	\$31.00	\$24.80	20%
11160-000013	H50 - Accessories (ProCare)	NIBP CUFF-REUSEABLE, CHILD, BAYONET	\$35.00	\$28.00	20%
11160-000015	H50 - Accessories (ProCare)	NIBP CUFF-REUSEABLE, ADULT, BAYONET	\$42.00	\$33.60	20%
11160-000017	H50 - Accessories (ProCare)	NIBP CUFF-REUSEABLE, LARGE ADULT, BAYONET	\$49.00	\$39.20	20%
11160-000019	H50 - Accessories (ProCare)	NIBP CUFF-REUSEABLE, X-LARGE ADULT, BAYO	\$69.00	\$55.20	20%
11160-000021	H50 - Accessories (ProCare)	NIBP CUFF-REUSEABLE, SMALL ADULT, BAYONE	\$40.00	\$32.00	20%
11220-000028	H50 - Accessories (ProCare)	TOP POUCH	\$55.00	\$44.00	20%
11230-000019	H50 - Accessories (ProCare)	CABLE ASSY-LP20 CONFIGURATION 6FT	\$173.00	\$138.40	20%
11230-000022	H50 - Accessories (ProCare)	ASSY, CABLE, ADAPTER, TEMPERATURE, LP35,	\$1,150.00	\$977.50	15%
11230-000024	H50 - Accessories (ProCare)	ASSY, CABLE, ADAPTER, IP, EDWARDS, LP35	\$1,200.00	\$1,020.00	15%
11260-000017	H50 - Accessories (ProCare)	CASE-THERMOFORMED, INFANT/CHILD ELECTRODE	\$46.00	\$36.80	20%
11260-000039	H50 - Accessories (ProCare)	KIT - CARRY BAG, REAR POUCH, 3RD EDITION	\$118.00	\$94.40	20%
11260-000070	H50 - Accessories (ProCare)	KIT, PMOD BAG, LP35	\$210.00	\$178.50	15%
11260-000071	H50 - Accessories (ProCare)	KIT, REAR BAG, LP35	\$210.00	\$178.50	15%
11260-000072	H50 - Accessories (ProCare)	KIT, ECG BAG, LP35	\$210.00	\$178.50	15%
11260-000073	H50 - Accessories (ProCare)	KIT, SHOULDER STRAP, LP35	\$75.00	\$63.75	15%
11330-000026	H50 - Accessories (ProCare)	ASSY, DOCKING STATION, LP35	\$3,200.00	\$2,720.00	15%
11335-000001	H50 - Accessories (ProCare)	BATTERY, LI-ION, WITH IFU, LP35	\$1,000.00	\$850.00	15%
11425-000001	H50 - Accessories (ProCare)	CASE-ACCESSORY, 3 WIRE, LP1000	\$97.00	\$77.60	20%
11425-000007	H50 - Accessories (ProCare)	BAG ASSEMBLY, NO STRAP, LIFEPAK 1000	\$203.00	\$162.40	20%
11425-000012	H50 - Accessories (ProCare)	STRAP-BAG ASSEMBLY, STANDARD, LP1000	\$65.00	\$52.00	20%
11577-000001	H50 - Accessories (ProCare)	KIT - CARRY BAG, SHOULDER STRAP	\$56.00	\$44.80	20%
11577-000002	H50 - Accessories (ProCare)	KIT - CARRY BAG, MAIN BAG	\$461.00	\$368.80	20%
11577-000004	H50 - Accessories (ProCare)	LI-ION CHARGER, STATION, STD POWER CORD	\$2,632.00	\$2,105.60	20%
11577-000011	H50 - Accessories (ProCare)	LI-ION CHARGER, MOBILE, STD POWER CORD	\$2,867.00	\$2,293.60	20%
11577-000019	H50 - Accessories (ProCare)	ATTACHMENT KIT-LP15 POWER ADAPTER, 3RD E	\$81.00	\$64.80	20%
11996-000060	H50 - Accessories (ProCare)	DURASENSOR, ADULT FINGERCLIP SENSOR	\$420.00	\$336.00	20%
11996-000061	H50 - Accessories (ProCare)	OXIBAND(R) ADULT/NEONATAL SENSOR	\$319.00	\$255.20	20%
11996-000062	H50 - Accessories (ProCare)	OXIBAND(R) PEDIATRIC/INFANT SENSOR	\$319.00	\$255.20	20%
11996-000183	H50 - Accessories (ProCare)	CABLE-ADAPTER, NC-1, SPO2, SENSORS(REF 181	\$830.00	\$664.00	20%
11996-000198	H50 - Accessories (ProCare)	CABLE-ADAPTER, MNC-1, SPO2, SENSORS(REF 2	\$787.00	\$629.60	20%
11996-000365	H50 - Accessories (ProCare)	RED MNC ADAPTER CABLE, 4FT, 2M41, ROHS	\$1,222.00	\$977.60	20%
11996-000366	H50 - Accessories (ProCare)	RED MNC ADAPTER CABLE, 10FT, 2M42	\$1,196.00	\$956.80	20%
11996-000369	H50 - Accessories (ProCare)	ROHS LP12-LP15 TO PC USB CABLE, RETAIL PAC	\$404.00	\$323.20	20%
21300-008146	H50 - Accessories (ProCare)	NIBP - TUBING, 12FT, BAYONET, UDI	\$128.00	\$102.40	20%
21300-008147	H50 - Accessories (ProCare)	NIBP - TUBING, 9FT, BAYONET, UDI	\$112.00	\$89.60	20%
21300-008148	H50 - Accessories (ProCare)	NIBP - TUBING, COILED, BAYONET, UDI	\$128.00	\$102.40	20%
21330-001176	H50 - Accessories (ProCare)	BATTERY PACK-LI-ION	\$646.00	\$516.80	20%
21330-001365	H50 - Accessories (ProCare)	ASSY - TEST LOAD, ROHS, ENGLISH	\$11.00	\$8.80	20%
11576-000038	H51 - Lucas Accessories (ProC)	LUCAS 2 CARRYING BAG	\$472.00	\$377.60	20%
11576-000039	H51 - Lucas Accessories (ProC)	LUCAS 2 BATTERY	\$984.00	\$787.20	20%
11576-000048	H51 - Lucas Accessories (ProC)	LUCAS CAR CABLE	\$196.00	\$156.80	20%
11576-000050	H51 - Lucas Accessories (ProC)	LUCAS PATIENT STRAPS PAIR	\$143.00	\$114.40	20%
11576-000051	H51 - Lucas Accessories (ProC)	LUCAS PATIENT STRAPS PAIR 3-PACK	\$372.00	\$297.60	20%
11576-000065	H51 - Lucas Accessories (ProC)	LUCAS STABILIZATION STRAP YELLOW-BULK	\$120.00	\$96.00	20%
11576-000069	H51 - Lucas Accessories (ProC)	LUCAS PATIENT STRAP-BULK	\$66.00	\$52.80	20%
11576-000070	H51 - Lucas Accessories (ProC)	LUCAS 2 BUMPER, PAIR	\$59.00	\$47.20	20%
11576-000071	H51 - Lucas Accessories (ProC)	LUCAS POWER SUPPLY WITHCORD, REDEL, CANADA	\$509.00	\$407.20	20%
11576-000072	H51 - Lucas Accessories (ProC)	LUCAS 2 BUMPER INTEGRATED SHAFT SEAL, PA	\$58.00	\$46.40	20%
11576-000080	H51 - Lucas Accessories (ProC)	BATTERY, LUCAS, DARK GRAY	\$957.00	\$765.60	20%
11576-000091	H51 - Lucas Accessories (ProC)	SEAL, SHAFT, INTEGRATED, BUMPER, PAIR, BLACK,	\$59.00	\$47.20	20%
21576-000006	H51 - Lucas Accessories (ProC)	LUCAS 2 - COMPRESSION MODULE	\$6,401.00	\$5,120.80	20%
21576-000007	H51 - Lucas Accessories (ProC)	LUCAS 2 - DRIVE BELT	\$273.00	\$218.40	20%
21576-000008	H51 - Lucas Accessories (ProC)	LUCAS 2 - HOOD WITH USER PANEL	\$1,767.00	\$1,413.60	20%
21576-000009	H51 - Lucas Accessories (ProC)	LUCAS 2 - BELLOWS	\$763.00	\$610.40	20%
21576-000010	H51 - Lucas Accessories (ProC)	LUCAS 2 - ELECTRIC FAN	\$827.00	\$661.60	20%
21576-000011	H51 - Lucas Accessories (ProC)	LUCAS 2 - ELECTRIC MOTOR	\$2,125.00	\$1,700.00	20%
21576-000012	H51 - Lucas Accessories (ProC)	LUCAS 2 - SUPPORT LEG	\$1,271.00	\$1,016.80	20%
21576-000018	H51 - Lucas Accessories (ProC)	LUCAS 2 CARRY BALL, SCREWREASE	\$108.00	\$86.40	20%
21576-000019	H51 - Lucas Accessories (ProC)	LUCAS 2 INTERNAL COMMUNICATION CABLE	\$336.00	\$268.80	20%
21576-000020	H51 - Lucas Accessories (ProC)	LUCAS 2 HOOD COMMUNICATION CABLE	\$353.00	\$282.40	20%
21576-000027	H51 - Lucas Accessories (ProC)	LUCAS 2 POWER INLET	\$279.00	\$223.20	20%
21576-000050	H51 - Lucas Accessories (ProC)	AXEL-ANGLE SHAFT	\$13.40	\$10.72	20%
21576-000063	H51 - Lucas Accessories (ProC)	SCREW MRX-H M3X50 A2 DIN7988	\$6.09	\$4.87	20%
21576-000064	H51 - Lucas Accessories (ProC)	SCREW MPT M5X20 A2	\$7.31	\$5.85	20%
21576-000066	H51 - Lucas Accessories (ProC)	LUCAS 2 - COMPRESSION MODULE 2.2	\$6,519.00	\$5,215.20	20%
21576-000067	H51 - Lucas Accessories (ProC)	LUCAS 2 - HOOD WITH USER PANEL 2.2	\$1,376.00	\$1,100.80	20%
21576-000070	H51 - Lucas Accessories (ProC)	LUCAS 2 INTERNAL COMMUNICATION CABLE 2.	\$228.00	\$182.40	20%
21576-000072	H51 - Lucas Accessories (ProC)	LUCAS 2 POWER INLET 2.2	\$391.00	\$312.80	20%
21576-000074	H51 - Lucas Accessories (ProC)	STRAP, STABILIZATION, LUCAS	\$104.00	\$83.20	20%
21576-000075	H51 - Lucas Accessories (ProC)	STRAP, STABILIZATION, 4-PACK, LUCAS	\$406.00	\$324.80	20%
21576-000080	H51 - Lucas Accessories (ProC)	HOOD, WITH USER PANEL, LUCAS 3	\$998.00	\$718.40	20%

21576-000081	H51 - Lucas Accessories (ProC)	LEG, SUPPORT, LUCAS 3	\$485.00	\$388.00	20%
21996-000064	H51 - Lucas Accessories (ProC)	LUCAS STABILIZATION STRAP IN SHIPPING BO	\$131.00	\$104.80	20%
11101-000006	H52 - Disposables (ProCare)	CABLE/CONNECTOR ASSEMBLY&REUSABLE POUCH:	\$36.00	\$25.20	30%
11160-000012	H52 - Disposables (ProCare)	NIBP CUFF-SINGLE PATIENTUSE, INFANT, RAY	\$15.06	\$10.54	30%
11160-000014	H52 - Disposables (ProCare)	NIBP CUFF- SINGLE PATIENT USE, CHLD, RA	\$16.31	\$11.42	30%
11160-000016	H52 - Disposables (ProCare)	NIBP CUFF- SINGLE PATIENT USE, ADULT, RA	\$17.87	\$12.30	30%
11160-000018	H52 - Disposables (ProCare)	NIBP CUFF-SINGLE PATIENTUSE,LARGE ADULT,	\$17.87	\$12.30	30%
11160-000020	H52 - Disposables (ProCare)	NIBP CUFF-SINGLE PATIENTUSE,X-LGE ADULT,	\$23.00	\$16.10	30%
11160-000022	H52 - Disposables (ProCare)	NIBP CUFF-SINGLE PATIENTUSE,SMALL ADULT,	\$16.48	\$14.01	15%
11171-000016	H52 - Disposables (ProCare)	LN/C10-PATIENT CABLE,SP02,10FT,REF 1514	\$419.00	\$293.30	30%
11171-000017	H52 - Disposables (ProCare)	LN/C5 DCLADULT SP02 SENSOR,REUSABLE,REF	\$465.00	\$325.50	30%
11171-000018	H52 - Disposables (ProCare)	LN/C5 DCIP,PED SP02 SENSOR,REUSABLE,REF 1	\$431.00	\$301.70	30%
11171-000019	H52 - Disposables (ProCare)	LN/C5 ADT,ADULT SP02 SENSOR,DISP,20/BOX,R	\$464.00	\$324.80	30%
11171-000020	H52 - Disposables (ProCare)	LN/C5 PDT,PED SP02 SENSOR,DISP,20/BOX,REF	\$526.00	\$368.20	30%
11171-000024	H52 - Disposables (ProCare)	LN/C4-PATIENT CABLE,SP02,4FT,REF 2017	\$295.00	\$206.50	30%
11171-000027	H52 - Disposables (ProCare)	LN/C5 EXTENSION CABLE,SP02,4FT,REF 2021	\$362.00	\$253.40	30%
11171-000028	H52 - Disposables (ProCare)	LN/C5 NEO-L,SP02 SENSOR,DISP,20-BOX,REF 2	\$650.00	\$455.00	30%
11171-000029	H52 - Disposables (ProCare)	LN/C5 NEO PT-L,SP02 SNSR,DISP,20-BOX,REF2	\$711.00	\$497.70	30%
11171-000031	H52 - Disposables (ProCare)	LN/C5 INF,SP02 SENSOR,DISP,20-BOX,REF 232	\$650.00	\$455.00	30%
11171-000032	H52 - Disposables (ProCare)	RAINBOW DCIP-DC3,ADT REUSESENSOR,3FT,REF 240	\$1,452.00	\$1,016.40	30%
11171-000033	H52 - Disposables (ProCare)	RAINBOW DCIP-DC3,PED REUSE SNSR,3FT,REF2	\$1,452.00	\$1,016.40	30%
11171-000037	H52 - Disposables (ProCare)	RC-4, PATIENT CABLE, 4FT, REF 2406,ROHS	\$313.00	\$219.10	30%
11171-000038	H52 - Disposables (ProCare)	RC-12, PATIENT CABLE, 12FT, REF 2404,ROHS	\$326.00	\$228.20	30%
11171-000039	H52 - Disposables (ProCare)	M-LN/C5 ADULT ADHESIVE SENSOR, 20/BOX,REF	\$467.00	\$336.95	15%
11171-000040	H52 - Disposables (ProCare)	M-LN/C5 PED ADHESIVE SENSOR,20/BOX, REF 2	\$495.00	\$420.75	15%
11171-000041	H52 - Disposables (ProCare)	M-LN/C5 INF ADHESIVE SNSR, 20/BOX, REF 25	\$612.00	\$520.20	15%
11171-000042	H52 - Disposables (ProCare)	M-LN/C5 NEO/ADULT ADH SNSR,20/BOX,REF 251	\$612.00	\$520.20	15%
11171-000043	H52 - Disposables (ProCare)	M-LN/C5 NEOPT AD SNSR, 20/BOX, REF 2516,R	\$672.00	\$571.20	15%
11171-000046	H52 - Disposables (ProCare)	M-LN/C5 DCI, ADULT REUSABLE SENSOR, REF 2	\$418.00	\$355.30	15%
11171-000047	H52 - Disposables (ProCare)	M-LN/C5 DCIP, PED REUSABLE SENSOR, REF 25	\$418.00	\$355.30	15%
11171-000049	H52 - Disposables (ProCare)	RAINBOW DCI ADT REUSABLESENSOR, REF 2696	\$889.00	\$755.65	15%
11171-000080	H52 - Disposables (ProCare)	RAINBOW DCIP PED REUSABLE SENSOR, REF 26	\$978.00	\$851.30	15%
11171-000082	H52 - Disposables (ProCare)	DIGIBT LN/C5 DB1, ADT REUSABLE SNSR,REF2	\$490.00	\$434.00	30%
11171-000083	H52 - Disposables (ProCare)	DIGIBTRED DB1-DC3, ADT REUSABLESNSR,REF	\$1,043.00	\$730.10	30%
11171-000084	H52 - Disposables (ProCare)	REUSABLE LIGHT SHIELD, 5/BOX, REF 2357,R	\$96.00	\$67.20	30%
11171-000085	H52 - Disposables (ProCare)	DISPOSABLE LIGHT SHIELD, 10/BAG, REF 2815	\$91.00	\$63.70	30%
11171-000087	H52 - Disposables (ProCare)	RAINBOW DCI-6 ADT REUSESENSOR,6FT,3657,R	\$1,013.00	\$861.05	15%
11171-000088	H52 - Disposables (ProCare)	RAINBOW DCIP-6 PED REUSESENSOR,6FT,3658,	\$1,084.00	\$921.40	15%
11171-000089	H52 - Disposables (ProCare)	SENSOR,RD SET DISPOSABLE,ADULT,20-BOX,MA	\$467.00	\$326.90	30%
11171-000091	H52 - Disposables (ProCare)	SENSOR,RD SET DISPOSE,PEDIATRIC,20-BOX,M	\$495.00	\$346.50	30%
11171-000092	H52 - Disposables (ProCare)	SENSOR,RD SET DISPOSABLE,INFANT,20-BOX,M	\$612.00	\$428.40	30%
11171-000093	H52 - Disposables (ProCare)	SENSOR,RD SET DISPOSABLE,NEO-NATE,20-BOX	\$612.00	\$428.40	30%
11171-000094	H52 - Disposables (ProCare)	SENSOR,RD SET DISPOSABLE,NEOPT,20-BOX,MA	\$672.00	\$470.40	30%
11171-000095	H52 - Disposables (ProCare)	M-LN/C5 DB1, SOFT SENSOR,REF 2507, ROHS	\$465.00	\$395.25	15%
11171-000096	H52 - Disposables (ProCare)	RC-1, PATIENT CABLE, 1FT, REF 2405, ROHS	\$513.00	\$3219.10	30%
11171-000082	H52 - Disposables (ProCare)	RC-4, EMS, RAINBOW, PATIENT CABLE, 4FT,	\$348.00	\$243.60	30%
11996-000017	H52 - Disposables (ProCare)	QUIK-COMBO ELECTRODES WITH RED-PAK PRE-	\$57.00	\$39.90	20%
11996-000048	H52 - Disposables (ProCare)	ADHESIVE BANDAGE WRAPS FOR ADULT/NEONATA	\$158.00	\$110.60	30%
11996-000049	H52 - Disposables (ProCare)	ADHESIVE BANDAGE WRAP FOR PEDIATRIC/INFA	\$158.00	\$110.60	30%
11996-000090	H52 - Disposables (ProCare)	ELECTRODE-EDGE,ADULT,OC RTS,INTL	\$60.00	\$42.00	30%
11996-000091	H52 - Disposables (ProCare)	ELECTRODE-EDGE,ADULT,OC STD,INTL	\$50.00	\$35.00	30%
11996-000093	H52 - Disposables (ProCare)	ELECTRODE-EDGE,PED,OC RTS,INTL	\$60.00	\$42.00	30%
11996-000115	H52 - Disposables (ProCare)	OXSSENSOR II INFANT	\$1,162.00	\$813.40	30%
11996-000116	H52 - Disposables (ProCare)	OXSSENSOR II PEDIATRIC	\$900.00	\$630.00	30%
11996-000323	H52 - Disposables (ProCare)	RED LNC-04,PATIENT CABLE,4FT,REF 2055	\$294.00	\$205.80	30%
11996-000324	H52 - Disposables (ProCare)	RED LNC-10,PATIENT CABLE,10FT,REF 2056	\$359.00	\$251.30	30%
11996-000325	H52 - Disposables (ProCare)	RED LNC-14,PATIENT CABLE,14FT,	\$607.00	\$424.90	30%
11996-000331	H52 - Disposables (ProCare)	RED DCI-DC3,ADULT REUSE SENSOR,3FT,REF 2	\$564.00	\$394.80	30%
11996-000332	H52 - Disposables (ProCare)	RED DCI-DC12,ADULT REUSE SENSOR, 12FT,REF	\$1,037.00	\$725.90	30%
11996-000333	H52 - Disposables (ProCare)	RED DCIP-DC3,PED REUSABLE SENSOR,3FT,REF	\$564.00	\$394.80	30%
11996-000334	H52 - Disposables (ProCare)	RED DCIP-DC12,PED REUSE SENSOR,12FT,REF	\$1,037.00	\$725.90	30%
11996-000335	H52 - Disposables (ProCare)	RAINBOW DCI-DC3,ADULT REUSE SENSOR,3FT,R	\$1,266.00	\$886.20	30%
11996-000336	H52 - Disposables (ProCare)	RAINBOW DCI-DC12,ADULT REUSE S	\$1,732.00	\$1,212.40	30%
11996-000337	H52 - Disposables (ProCare)	RAINBOW DCIP-DC3,PED REUSE SEN	\$1,266.00	\$886.20	30%
11996-000339	H52 - Disposables (ProCare)	RAINBOW R25,ADULT DISP SENSORS,10/BOX,RE	\$993.00	\$844.05	15%
11996-000340	H52 - Disposables (ProCare)	RAINBOW R20,PED DISP SENSORS,10/BOX,REF	\$1,027.00	\$872.95	15%
11996-000341	H52 - Disposables (ProCare)	RAINBOW R25-L,ADULT DISP SENSORS,10/BOX,	\$993.00	\$844.05	15%
11996-000342	H52 - Disposables (ProCare)	RAINBOW R20-L,PED DISP SENSORS,10/BOX,RE	\$1,027.00	\$872.95	15%
11996-000485	H52 - Disposables (ProCare)	SENSOR,SP02, RDSETDCI-P-PEDS,REUSE,3FT,M	\$418.00	\$334.40	20%
11996-000486	H52 - Disposables (ProCare)	SENSOR,SP02, RDSET DCI,ADULT,REUSE,3FT,M	\$418.00	\$334.40	20%
11996-000505	H52 - Disposables (ProCare)	CABLE,PATIENT,AD RN/BOW SET,MD20-1.5-1.5F	\$313.00	\$219.10	30%
11996-000507	H52 - Disposables (ProCare)	SENSOR,RD SET, E1, DISP, 10-BOX,MASIMO	\$527.00	\$368.90	20%
11996-000508	H52 - Disposables (ProCare)	SENSOR,RD SET, DB1, REUSABLE, 1-BOX,MASI	\$465.00	\$372.00	20%
11996-000509	H52 - Disposables (ProCare)	SENSOR,RD SET, TC-1, REUSABLE, 1-BOX,MAS	\$455.00	\$364.00	20%
11996-000510	H52 - Disposables (ProCare)	CABLE,PATIENT,RD RN/BOW SET, MD20-06,5FT,	\$313.00	\$219.10	30%
11996-000511	H52 - Disposables (ProCare)	CABLE,PATIENT,RD RN/BOW SET, MD20-12,12FT	\$326.00	\$228.20	30%
11996-000512	H52 - Disposables (ProCare)	CABLE,PATIENT,RD SET, MD14-1.5,1.5FT,MAS	\$207.00	\$144.90	30%
11996-000513	H52 - Disposables (ProCare)	CABLE,PATIENT,RD RN/BOW SET, MD14-05,5FT,	\$233.00	\$163.10	30%
11996-000514	H52 - Disposables (ProCare)	CABLE,PATIENT,RD RN/BOW SET, MD20-12,12FT	\$326.00	\$228.20	30%
11996-000515	H52 - Disposables (ProCare)	SENSOR,RD RN/BOW 8-WAVELENGTH SPCO, ADULT	\$993.00	\$695.10	30%
11996-000516	H52 - Disposables (ProCare)	SENSOR,RD RN/BOW 8-WAVLGTH SPCO, PEDIATRI	\$1,027.00	\$718.90	30%
11996-000517	H52 - Disposables (ProCare)	SENSOR,RD RN/BOW 8-WAVELENGTH SPCO, INFAN	\$1,027.00	\$718.90	30%
11996-000519	H52 - Disposables (ProCare)	SENSOR,LN/C5-11 RAINBOW DCI 6-LAMBDA SPC	\$599.00	\$562.80	30%
11996-000520	H52 - Disposables (ProCare)	SENSOR, LN/C5-11 RAINBOWDCIP 6-LAMBDA SPC	\$597.00	\$560.60	30%
11996-000543	H52 - Disposables (ProCare)	CABLE,EMS PATIENT,RD SET,MD20,4FT,MASIMO	\$348.00	\$243.60	30%
21300-008054	H52 - Disposables (ProCare)	ASSY-4 WIRE COMB, QTY 10, 12 LEAD ECG CB	\$81.00	\$56.70	30%
21300-008055	H52 - Disposables (ProCare)	ASSY-4 WIRE COMB, QTY 10, 12 LEAD ECG CB	\$81.00	\$56.70	30%
81000001	H53 - LIFENET Care	EMS LIFENET PRO TIER 1	\$518.00	\$466.20	10%
81000002	H53 - LIFENET Care	EMS LIFENET PRO TIER 2	\$2,588.00	\$2,329.20	10%
81000003	H53 - LIFENET Care	EMS LIFENET PRO TIER 3	\$7,763.00	\$6,986.70	10%
81000004	H53 - LIFENET Care	EMS LIFENET PRO TIER 4	\$20,700.00	\$18,630.00	10%
81000027	H53 - LIFENET Care	HOSP LIFENET CARE PRO 1	\$12,368.00	\$11,131.20	10%
81000028	H53 - LIFENET Care	HOSP LIFENET CARE PRO 2	\$17,543.00	\$15,788.70	10%
81000029	H53 - LIFENET Care	HOSPITAL LIFENET PRO TIER 3	\$22,718.00	\$20,446.20	10%
81000030	H53 - LIFENET Care	HOSP LIFENET CARE PRO 4	\$26,858.00	\$24,172.20	10%
81000031	H53 - LIFENET Care	HOSPITAL LIFENET STNDRD TIER 1	\$5,210.00	\$5,589.00	10%
81000032	H53 - LIFENET Care	HOSPITAL LIFENET STNDRD TIER 2	\$13,403.00	\$12,062.70	10%
81000033	H53 - LIFENET Care	HOSPITAL LIFENET STNDRD TIER 3	\$18,578.00	\$16,720.20	10%
81000034	H53 - LIFENET Care	HOSPITAL LIFENET STNDRD TIER 4	\$22,718.00	\$20,446.20	10%
81000035	H53 - LIFENET Care	HOSP LIFENET PRO ENT TIER 2	\$46,575.00	\$41,917.50	10%
81000036	H53 - LIFENET Care	HOSP LIFENET PRO TIER 1 RENEW	\$12,368.00	\$11,131.20	10%
81000037	H53 - LIFENET Care	HOSP LIFENET PRO TIER 2 RENEW	\$17,543.00	\$15,788.70	10%
81000038	H53 - LIFENET Care	HOSP LIFENET PRO TIER 3 RENEW	\$22,718.00	\$20,446.20	10%
81000039	H53 - LIFENET Care	HOSP LIFENET PRO TIER 4 RENEW	\$26,858.00	\$24,172.20	10%
81000040	H53 - LIFENET Care	LIFENET STNDARD TIER 1 RENEWAL	\$5,210.00	\$5,589.00	10%
81000041	H53 - LIFENET Care	LIFENET STNDARD TIER 2 RENEWAL	\$13,403.00	\$12,062.70	10%
81000042	H53 - LIFENET Care	LIFENET STNDARD TIER 3 RENEWAL	\$18,578.00	\$16,720.20	10%
81000043	H53 - LIFENET Care	LIFENET STNDARD TIER 4 RENEWAL	\$22,718.00	\$20,446.20	10%
81000044	H53 - LIFENET Care	HOSP LIFENET PRO ENT RENEW	\$46,575.00	\$41,917.50	10%
81000054	H53 - LIFENET Care	HOSP LIFENET PRO ENT TIER 2	\$93,150.00	\$83,835.00	10%
81000055	H53 - LIFENET Care	HOSP LIFENET STANDARD TIER 5	\$3,105.00	\$2,794.50	10%
81000056	H53 - LIFENET Care	LIFENET Care Enterprise-Site	\$4,140.00	\$3,726.00	10%
81000057	H53 - LIFENET Care	HOSP LIFENET STNDARD ENT, 6-10	\$62,100.00	\$55,890.00	10%
81000058	H53 - LIFENET Care	HOSP LIFENET STNDRD ENT, 11-25	\$155,250.00	\$139,725.00	10%
81000059	H53 - LIFENET Care	HOSP LIFENET STD ENT RNW, 2-5	\$93,150.00	\$83,835.00	10%
81000060	H53 - LIFENET Care	HOSP LIFENET STD ENT RNW, 6-10	\$207,000.00	\$186,300.00	10%
81000061	H53 - LIFENET Care	LIFENET STD ENT RENEW, 11-25	\$124,200.00	\$111,780.00	10%
81000065	H53 - LIFENET Care	HOSP LIFENET PRO TIER 5 RENEW	\$5,175.00	\$4,657.50	10%
81000066	H53 - LIFENET Care	LIFENET STANDARD RENEW TIER 5	\$3,105.00	\$2,794.50	10%
PMONLY	AED-DEPOT-PROCARE	PROCARE-SVC-AED-DEPOT-REPAIR	\$351.00	\$303.85	15%
PMONLY	AED-FIELD-PROCARE	PROCARE-SVC-AED-FIELD-REPAIR	\$472.00	\$401.20	15%
BATTERYSERVICE	LIFEPAK-DEP-PROCARE	PROCARE-SVC-LIFEPAK-DEPOT-REPAIR	\$466.00	\$396.10	15%
CASE CHANGE	LIFEPAK-DEP-PROCARE	PROCARE-SVC-LIFEPAK-DEPOT-REPAIR	\$1,699.00	\$1,614.15	15%

PMONLY	LIFEPAK-DEP-PROCARE	PROCARE-SVC-LIFEPAK-DEPOT-REPAIR	\$466.00	\$387.60	15%
BATTERYSERVICE	LIFEPAK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	\$466.00	\$396.10	15%
CASE CHANGE	LIFEPAK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	\$1,899.00	\$1,614.15	15%
PMONLY	LIFEPAK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	\$563.00	\$478.55	15%
REPAIR-PLT	LIFEPAK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	\$1,262.00	\$1,064.20	15%
PM AND PARTS LABOR TRAVEL	LIFEPAK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	\$1,815.00	\$1,542.75	15%
BATTERYSERVICE	LUCAS-DEP-PROCARE	PROCARE-SVC-LUCAS-DEPOT-REPAIR	\$466.00	\$396.10	15%
PMONLY	LUCAS-DEP-PROCARE	PROCARE-SVC-LUCAS-DEPOT-REPAIR	\$319.00	\$271.15	15%
BATTERYSERVICE	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR	\$466.00	\$396.10	15%
REPAIR-PLT	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR	\$857.00	\$728.45	15%
PM AND PARTS LABOR TRAVEL	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR	\$1,313.00	\$1,116.05	15%
PMONLY	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR	\$466.00	\$387.60	15%
BATTERYSERVICE	PRT-DEFIB-PROCARE	PROCARE-PRT-DEFIB	\$466.00	\$396.10	15%
PMONLY	PRT-DEFIB-PROCARE	PROCARE-PRT-DEFIB	\$563.00	\$478.55	15%
REPAIR-PLT	PRT-DEFIB-PROCARE	PROCARE-PRT-DEFIB	\$1,262.00	\$1,064.20	15%
PM AND PARTS LABOR TRAVEL	PRT-DEFIB-PROCARE	PROCARE-PRT-DEFIB	\$1,815.00	\$1,542.75	15%
BATTERYSERVICE	PRT-LUCAS-PROCARE	PROCARE-PRT-LUCAS	\$466.00	\$396.10	15%
PMONLY	PRT-LUCAS-PROCARE	PROCARE-PRT-LUCAS	\$466.00	\$387.60	15%
REPAIR-PLT	PRT-LUCAS-PROCARE	PROCARE-PRT-LUCAS	\$685.00	\$582.25	15%
PM AND PARTS LABOR TRAVEL	PRT-LUCAS-PROCARE	PROCARE-PRT-LUCAS	\$1,141.00	\$969.85	15%
SEM-EC	SEM-EC	SMART-EQUIPMENT-MANAGEMENT-EC	\$238.00	\$202.30	15%
PMONLY	LIFEPAK35-FLD-PRO	PROCARE-SVC-35-FIELD-REPAIR	\$481.00	\$408.85	15%
REPAIR-PLT	LIFEPAK35-FLD-PRO	PROCARE-SVC-35-FIELD-REPAIR	\$1,314.00	\$1,116.90	15%
PM AND PARTS LABOR TRAVEL	LIFEPAK35-FLD-PRO	PROCARE-SVC-35-FIELD-REPAIR	\$1,795.00	\$1,525.75	15%
BATTERYSERVICE	LIFEPAK35-FLD-PRO	PROCARE-SVC-35-FIELD-REPAIR	\$492.00	\$418.20	15%
LP35-CASE-CHG	LIFEPAK35-FLD-PRO	PROCARE-SVC-35-FIELD-REPAIR	\$1,995.48	\$1,696.16	15%
PMONLY	LIFEPAK35-DEP-PRO	PROCARE-SVC-35-DEPOT-REPAIR	\$481.00	\$408.85	15%
BATTERYSERVICE	LIFEPAK35-DEP-PRO	PROCARE-SVC-35-DEPOT-REPAIR	\$492.00	\$418.20	15%
LP35-CASE-CHG	LIFEPAK35-DEP-PRO	PROCARE-SVC-35-DEPOT-REPAIR	\$1,995.48	\$1,696.16	15%

CITY COUNCIL AGENDA ITEM

Memo Date: April 22, 2025
Agenda Date: April 22, 2025
File ID: 2025-326
Prepared By: Jennifer Webster, Senior Planner
Through: Stockton Whitten, City Manager
Requested Action: Staff requests City Council APPROVE a Development Agreement for affordable housing and Purchase and Sale Agreement in the Michael C. Blake Subdivision in Cocoa, Florida, situated in the Diamond Square Community Redevelopment area, affecting approximately 2.83 acres of city-owned property, located generally on Mango Avenue, Valencia Avenue, and Blake Avenue between Barbara Jenkins Street and Stone Street, for the development of seventeen (17) existing parcels of real property into thirty-two (32) affordable, single-family homes with lots not less than thirty-seven (37) feet in width and ninety-five (95) feet in depth.

BACKGROUND:

Staff is seeking approval of a Development Agreement and Purchase and Sale Agreement between the City of Cocoa and Lennar Homes (Developer) to design and construct affordable housing for potential homeowners classified as either very-low, low-, or moderate-income persons as defined in Section 420.0004 of the Florida Statutes.

This property (Property) is generally located within the Diamond Square Community Redevelopment Area (Diamond Square), more specifically on Mango Avenue, Valencia Avenue, and Blake Avenue between Barbara Jenkins Street and Stone Street, as depicted in the Location Map, **Exhibit "A"** attached hereto.

The City acquired the approximately 3.5 acres from the Cocoa Housing Authority for the purpose of developing affordable housing and the City previously subdivided such portion of the Property into the Michael C. Blake subdivision.

The Property is located in the Medium Density Residential Future Land Use category, with a maximum density of 15 dwelling units per acre, and is zoned RU-1-7, Single-Family Dwelling District, which generally requires larger lot sizes of at least 7,500 square feet with 75' minimum widths. However, Diamond Square already consists of many smaller lots that are nonconforming with many being 50' or less in width, and the City Council via Ordinance 12-2024, recently reduced required setbacks specifically in Diamond Square to promote the development of essential housing on currently available small lots as one means of addressing housing needs.

Overview of Surrounding Area:			
	Future Land Use Designations	Zoning Districts	Land Uses
North	Mixed Use	RU-1-7	Single-family Residential & Vacant
South	Medium Density Residential	RU-1-7	Single-family Residential & Vacant
East	Medium Density Residential	RU-1-7	Single-family Residential & Vacant
West	Medium Density Residential	RU-1-7	Single-family Residential & Vacant

Under the authority of the Florida Municipal Home Rule Powers and the City of Cocoa Code of Ordinances, Section 15-21, the City Council may approve Development Agreements which waive certain provisions of the City's land development regulations when in the public interest and is consistent with the Comprehensive Plan, provided the Developer demonstrates a bona fide need for the variance or waiver and agrees to provide significant enhancements to the Property in exchange for the variance or waiver, and if the City Council finds and declares that a Development Agreement serves a public purpose and serves the public health, safety and welfare of the citizens and visitors of Cocoa, which includes promotion of the development of essential high quality safe, affordable and attainable housing on currently available land.

In September of 2024, the City published a Request for Proposal (RFP) for the redevelopment of this Property into affordable single-family housing to further the Diamond Square Community Redevelopment Plan objectives.

In October of 2024, Lennar Homes submitted a proposal to develop the Property as thirty-two (32) homesites, each of which would accommodate a two-story, approximately 16' wide home carefully designed to maximize usable space with sizes ranging from 1,295 square feet to approximately 1,700 square feet and would be sold for a maximum sales price not exceeding the affordable threshold established by the United States Department of Housing and Urban Development (HUD) at the time of sale. The City Council selected Lennar Homes for further negotiation of a Development Agreement that establishes guidelines and parameters for the development (Project) of the Property.

The Project is generally depicted on the Conceptual Development Plan, Exhibit "B" to be constructed in accordance with the requirements set forth in the Development Agreement. In the development of the 17 lots into 32 smaller lots, the Project proposes 3 different floor plans and exterior elevations to achieve architectural diversity and a broader range of choices for residents. Each home will have a minimum of 2 bathrooms and three to four, second-floor bedrooms, as depicted and described in Exhibit "C", Elevations and Floor Plans. However, a fourth, single-story floor plan will be offered on the two lots between Temple Street and Barbara Jenkins Street, also depicted in Exhibit "C".

In accordance with Section 15-21 of the City Code and in consideration of the variances and waivers requested, the Developer is being asked to incorporate several development enhancements into the Final Site Plan. This requires the Developer to 1) develop affordable single-family homes, as defined by HUD, 2) income-qualify all potential buyers to ensure the purchasers are classified as very-low, low, or moderate income persons as defined in Section 420.0004, Florida Statutes, 3) provide enhanced landscaping, fencing, and playground equipment for the Harry T. Moore Center, and 4) incorporate the use of energy efficient building methods and materials in the new homes.

The variances or waivers from the current code that would be afforded the Developer include:

- (A) Appendix A Zoning, Article XI, Section 3(E), Single-Family Residential District. The minimum lot size shall be reduced from 7,500 square feet to a minimum of 3,515 square feet.
- (B) Appendix A Zoning, Article XI, Section 3(E), Single-Family Residential District. The minimum lot width shall be reduced from 75 feet to 37 feet.
- (C) Appendix A Zoning, Article XI, Section 3(E), Single-Family Residential District. The minimum lot depth shall be reduced from 100 feet to 95 feet deep.
- (D) Appendix A Zoning, Article XI, Section 3(E), Single-Family Residential District. The maximum lot coverage may be increased from 30% to 50%. This waiver shall not be construed as a waiver of the maximum impervious surface ratio required within the Medium Density Residential future land use category.

The Development Agreement is still subject to negotiation of some minor points, but it is not anticipated that Conceptual Development Plan or the Building Plans will change except for the possible addition of a fourth floor plan/elevation.

The Development Agreement aligns with the goals, objectives, and policies of the City of Cocoa Comprehensive Plan's Future Land Use Element and Housing Elements, including:

FUTURE LAND USE ELEMENT

Objective 1.1.4: Redevelopment. The City shall encourage redevelopment of areas that are exhibiting evidence of decline (i.e., disproportionate number of vacant, dilapidated and/or substandard structures) through redevelopment programs and through maintaining land development regulations that contain standards and procedures to encourage redevelopment where desirable.

Policy 1.1.4.1: The City shall continue to promote vitality and redevelopment of the three community redevelopment areas established pursuant to Chapter 163, F.S.: Cocoa (Downtown) Redevelopment Area, Diamond Square Redevelopment Area and U.S. 1 Corridor Redevelopment Area.

HOUSING ELEMENT

GOAL 3.1: The City shall encourage and promote the provision of decent, safe, and sanitary housing to meet the needs of the present and future population of the City.

Objective 3.1.1: Housing Supply. Assist the private sector to create additional units and preserve existing units to satisfy the projected demand of dwelling units of various types, sizes, and costs which will be needed to house the City's anticipated population through the planning horizon.

Objective 3.1.5: Energy Efficiency. The City shall encourage energy efficiency in the design, construction and rehabilitation of new and existing residential buildings in the City and incorporate alternative energy technologies in the land development regulations.

Objective 3.1.6: Location of Housing. The City shall provide appropriate and adequate locations for very low-income, low-income, and moderate-income housing, and provide for adequate sites for mobile and manufactured homes.

Objective 3.3.1: Incentives for Affordable Housing. The City shall maintain land development regulations and procedures which assist the private and non-profit sector in providing identified housing needs of various types, sizes and costs.

GOAL 3.7: The City shall promote opportunities for the creation of housing and infill development within the City.

Objective 3.7.1: Infill Development. The City shall continue to promote infill housing development by supporting alternative development standards where appropriate and feasible.

Staff concludes that adoption of the development agreement will support and promote the long-held objectives and goals of the City and the Diamond Square Redevelopment Area Plan towards developing affordable housing, while keeping consistency with relevant comprehensive plan objectives and zoning policy.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

April 02, 2025, The Planning and Zoning Board voted unanimously to recommend that City Council APPROVE the Development Agreement for the Michael C. Blake Subdivision.

RECOMMENDED MOTION:

Staff requests City Council APPROVE a Development Agreement for affordable housing and Purchase and Sale Agreement in the Michael C. Blake Subdivision in Cocoa, Florida, situated in the Diamond Square Community Redevelopment area, affecting approximately 2.83 acres of city-owned property, located generally on Mango Avenue, Valencia Avenue, and Blake Avenue between Barbara Jenkins Street and Stone Street, for the development of seventeen (17) existing parcels of real property into thirty-two (32) affordable, single-family homes with lots not less than thirty-seven (37) feet in width and ninety-five (95) feet in depth.

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802

(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

CITY OF COCOA

DEVELOPMENT AGREEMENT FOR AFFORDABLE HOUSING –

MICHAEL C. BLAKE SUBDIVISION PROJECT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and executed this _____ day of _____, 2025, by and between the **CITY OF COCOA**, a Florida Municipal Corporation (“**City**”), whose address is 65 Stone Street, Cocoa, Florida 32922 and **LENNAR HOMES, LLC**, a Florida limited liability company (“**Developer**”), whose principal address is 5505 Waterford District Drive, Miami, FL 33126.

WITNESSETH:

WHEREAS, the City is the owner of fifteen (15) parcels of real property within the Michael C. Blake platted subdivision, recorded in the Plat Book of Brevard County, Book 66, Page 69, as well as two (2) parcels of real property located in the Amended Map of College Park subdivision, recorded in the Plat Book of Brevard County, Book 5, Page 72, totaling approximately 2.83 acres, located generally on Mango Avenue, Valencia Avenue, and Blake Avenue between Barbara Jenkins Street and Stone Street, being more particularly described on **Exhibit “A”**, attached hereto and incorporated by this reference, consisting of the following Tax Parcel IDs: 24-36-32-07-*-5, 24-36-32-07-*-6, 24-36-32-07-*-9, 24-36-32-07-*-10, 24-36-32-07-*-4, 24-36-32-07-*-11, 24-36-32-07-*-3, 24-36-32-07-*-12, 24-36-32-07-*-2, 24-36-32-07-*-13, 24-36-32-07-*-1, 24-36-32-07-*-14, 24-36-32-CC-13-7, 24-36-32-CC-13-14, 24-36-32-07-*-15, 24-36-32-07-*-16, 24-36-32-07-*-17 (collectively the “**Property**”); and

WHEREAS, the City acquired a portion of the Property from the Cocoa Housing Authority for purposes of developing affordable housing and previously subdivided such portion of the Property into the Michael C. Blake subdivision; and

WHEREAS, the Property is located in the Diamond Square Community Redevelopment Area; and

WHEREAS, the City solicited proposals in September 2024 via RFP P-25-02-COC for the redevelopment of the Property into affordable, single-family housing to further the Diamond Square Community Redevelopment Plan objectives; and

WHEREAS, in October 2024, the Developer submitted a proposal to the City titled “Lennar Homes, LLC Proposal in Response to Request for Proposal P-25-02-CC For the Purchase/Disposal of Surplus Real Estate for the Development of Affordable Housing in the Michael C. Blake Subdivision in Cocoa, Florida 32922 Situated in the Diamond Square Community Redevelopment Area,” which proposed that the Property be developed as thirty-two (32) homesites, each of which would accommodate a two-story, approximately 16’ wide home carefully designed to maximize usable space with sizes ranging from 1,295 square feet to approximately 1,700 square feet (each referred to herein as a “homesite”), which would be sold for a maximum sales price not exceeding the affordable threshold established by HUD at the time of sale; and

WHEREAS, the Property is located in the Medium Density Residential Future Land Use category, with a maximum density of 15 dwelling units per acre, and is zoned RU-1-7, Single-Family Dwelling District, which generally requires larger lot sizes of at least 7,500 square feet with 75’ minimum widths; and

WHEREAS, the Diamond Square Community Redevelopment Area already consists of many smaller lots that are nonconforming as they are 50’ or less in width, and the City Council via Ordinance 12-2024, recently reduced required setbacks specifically in the Diamond Square Community Redevelopment Area, to promote the development of essential housing on currently available small lots as one means of addressing housing needs; and

WHEREAS, pursuant to its Florida Municipal Home Rule Powers and the City of Cocoa Code of Ordinances (“City Code”), Section 15-21, the City Council may approve Development Agreements which waive certain provisions of the City's land development regulations when in the public interest and consistent with the Comprehensive Plan, provided the Developer demonstrates a bona fide need for the variance or waiver and agrees to provide significant enhancements to the Property in exchange for the variance or waiver; and

WHEREAS, the City Council finds and declares that this Development Agreement serves a public purpose and serves the public health, safety and welfare of the citizens and visitors of Cocoa, which includes promotion of the development of essential high quality safe, affordable and attainable housing on currently available land in the Diamond Square Community Redevelopment Area; and

WHEREAS, the Parties agree to fully cooperate with each other to facilitate the City’s goal of promoting the development of essential high quality safe, affordable and attainable housing on the Property in accordance with the terms and conditions stated herein; and

WHEREAS, as the owner of the Property, the City desires that the Property be developed and proceed in accordance with the schedule and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows:

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

2.0 Authority. This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act and Section 15-21 of the City Code.

3.0 Purchase and Sale Agreement.

- (A) As of even date herewith, the Parties have entered into that certain Agreement for the Purchase and Sale of Real Property (Michael C. Blake Subdivision Project) (the “**PSA**”), which shall, among other things, govern the conveyance of the Property from the City to the Development (the “**Closing**”). Pursuant to the PSA, Developer shall have a period of sixty (60) days for the purpose of investigation, discovery, and testing of the Property (the “**Investigation Period**”). Developer shall have the absolute and unqualified right to terminate this Agreement at any time prior to the expiration of the Investigation Period for any reason whatsoever or for no reason. In order to proceed under this Agreement, Developer must deliver written notice to City, reflecting Developer’s decision to proceed (the “**Notice to Proceed**”), which Notice to Proceed must be delivered to City prior to the expiration of the Investigation Period. If Developer does not deliver the Notice to Proceed, this Agreement shall automatically terminate. If this Agreement is terminated pursuant to this Section, this Agreement shall automatically terminate and the City shall be entitled to draw upon the Irrevocable Standby Letter of Credit included with the Developer’s RFP Proposal, and thereafter neither party shall have any further rights or obligations hereunder.
- (B) If the PSA is terminated for any reason, this Agreement shall automatically terminate and the City shall be entitled to draw upon the Irrevocable Standby Letter of Credit included with the Developer’s RFP Proposal, and neither party shall have any further rights or obligations hereunder.

4.0 Project Description and Requirements. Developer shall, at its expense, replat, design, permit and construct no more than 32 single-family homes on the Property. The project shall specifically consist of no more than thirty-two (32) single-family homes on individually platted lots, each of which would accommodate a two-story, approximately 16’ wide home carefully designed to maximize usable space with sizes ranging from approximately 1,295 square feet to approximately 1,840 square feet. The project shall include a minimum of four (4) available elevations and floorplans, to achieve architectural diversity and a broader range of choices for residents, and each home will have a minimum 2 bathrooms and three to four bedrooms. Prior to the sale of the homes, the Developer, or a third-party selected by the City and acceptable to the

Developer in its reasonable discretion (a “**Third-Party Qualifier**”), shall identify and income-qualify potential homebuyers to ensure purchasers are classified as either very-low, low, or moderate income persons as defined in Section 420.0004, Florida Statutes. The Developer shall be responsible for all costs of utilizing a Third-Party Qualifier.

(Hereinafter the project description and requirements are referred to as the “**Project**”).

The Project is generally depicted on the Conceptual Development Plan, which consists of a proposed concept site plan that is attached hereto and fully incorporated by reference herein as **Exhibit “B”** (“Conceptual Development Plan”). The Project shall be constructed in accordance with the requirements set forth in this Agreement.

5.0 Conceptual Development Plan. The Project shall be substantially developed in accordance with the Conceptual Development Plan which is attached hereto as **Exhibit “B”**. The Conceptual Development Plan is intended to be the general blueprint which details key aspects of the future physical development of the Property. The Conceptual Development Plan shall also serve as a necessary guide for future permit applications and permitting necessary to complete the construction of the Project. Developer shall have the obligation to further submit and obtain the City’s approval for a preliminary plat, final plat, and final site plan/final engineering plans (collectively referred to as the “**Final Site Plan**”). These submissions must be consistent with one another, align in all material respects with the Conceptual Development Plan, and comply with the City Code. The City and Developer expressly acknowledge and agree that the Conceptual Development Plan attached as **Exhibit “B”** was prepared prior to application for and submittal of engineering plans, including detailed engineering analysis of required stormwater retention and fire flow for the Project. During the Final Site Plan process, the Project shall be duly engineered and provided to the City for consideration under applicable City Codes, which must be observed and compliance achieved. Developer acknowledges and agrees that Developer shall proceed with preparation of development permit applications at its own risk given that a full engineering analysis of the Property’s suitability for the Project has not been performed. Should the City determine that the Conceptual Development Plan cannot be achieved while maintaining compliance with the City Code, except those waivers otherwise granted herein, during the Final Site Plan process the City shall have the right to deny Final Site Plan approval and may terminate this Agreement at its discretion. Upon termination, the City shall have revoked any approval of the Conceptual Development Plan. In effect, upon termination, the Developer shall have no further right or obligation to develop the Property. As further described below in Section 23.0 and 28.0, the City further reserves its right to process any Final Site Plan application in accordance with its police power and regulatory authority, which may result in denial of the application should compliance with City Codes and this Agreement not be achieved. In either the case of termination or denial of Final Site Plan approval, each Party shall bear their own costs and expenses incurred up to such date. The execution of this Agreement and approval of the Conceptual Development Plan herein shall not be construed under any circumstances as binding the City to either permit or convey the Property to the Developer, but merely constitutes initial approval of the Project design, subject to future conditions imposed by the City and assurances of the Developer.

While the City recognizes this Conceptual Development Plan may be reasonably modified to accommodate necessary changes associated with final engineering of the Project, any such

modification may not include a different use of the Property nor a deviation from any condition provided in this Agreement. The Conceptual Development Plan shall be subject to reasonable adjustments at the Final Engineering Plan phase in order to bring the Project into full compliance with the City Code, and as a result, the exact location, layout and dimensions of the buildings, landscaping, entrances, utilities, parking and other site improvements may vary slightly between Conceptual Development Plan approval and approval of the Final Engineering Plans. These changes shall be allowed as long as the changes are consistent with the development standards noted in this Agreement and preserve the general character of the development shown on the Conceptual Development Plan.

6.0 Building Elevations and Floor Plans. The building and related floor plans shall be constructed substantially in accordance with the building elevations and floor plans depicted and set forth on **Exhibit “C,”** which is attached hereto and incorporated herein by this reference (“**Building Plans**”). Further, other aspects of the building façade and roof lines, color scheme, and architectural features depicted on the building may have to be adjusted during the City’s final review and approval procedures to satisfy the requirements of the City Code.

7.0 Project Enhancements. In accordance with Section 15-21 of the City Code and in consideration of the variances and waivers granted in Section 8.0 below, the Developer agrees to incorporate the following development enhancements into the Final Site Plan:

- (A) **Income-Qualified Buyers.** The Developer agrees to income qualify, which may be conducted by a Third-Party Qualifier, all potential homebuyers to ensure the purchasers are classified as very-low, low, or moderate income persons as defined in Section 420.0004, Florida Statutes. The Developer agrees that the City may request a copy of the client file from the Third-Party Qualifier if used. Further, the Developer agrees to provide information to all potential homebuyers regarding any then-available programs through Lennar Mortgage to buy down the mortgage for a homesite.
- (B) **Affordable Purchase Price.** The Developer agrees that homes in the Project shall be affordable homes. Accordingly, no home shall be sold for a price exceeding the maximum sale price for affordable single-family homes established by the United States Department of Housing and Urban Development (HUD) at the time of sale, as published by the HUD Office of Policy Development and Research, in the HOME and Housing Trust Fund Homeownership Sales Price Limits, Palm-Bay-Melbourne-Titusville, FL MSA. In addition, the Developer shall convey all lots within the Project subject to a restrictive covenant, in a form acceptable to the City Attorney, providing that the sales price set forth herein shall remain the maximum sales price for said lots for a period of one (1) year from the date of Closing to ensure that home shall be utilized for an affordable residence for a minimum of one year.
- (C) **Landscaping, Fencing, and Playground Equipment for the Harry T. Moore Center.** Several lots in the Project adjoin the Harry T. Moore Center, and the adjoining properties require an adequate buffer to ensure compatibility. In addition, small lot

sizes for the Project will likely result in little room for family amenities and play equipment. Therefore, the City agrees to prepare an enhanced landscape and decorative fence plan for the buffer and assist the Developer in selection of playground equipment for the Harry T. Moore Center; which, in the judgment of Developer, such plan shall not require the expenditure of more than one hundred and seventy-five thousand dollars (\$175,000.00) to complete. The Developer agrees that, prior to the issuance of the tenth (17th) certificate of occupancy for the Project, it shall complete or cause to be completed the enhanced landscaping, decorative fencing, and playground equipment plan prepared by the City around the Harry T. Moore Center. The construction contractor and/or the Developer shall be required to provide the City and its officials and employees with a written indemnification and hold harmless agreement in a form subject to approval of the City Attorney. Further, the construction contractor and/or the Developer must provide current certificates of worker's compensation, general liability and automobile insurance as provided in the City's Financial Operations Manual. In performing the landscaping services, the Developer, its contractors or subcontractors shall comply with all applicable federal, state and local laws, ordinances, and regulations, including without limitation providing Worker's Compensation, Unemployment Insurance and Social Security. The landscaper and/or the Developer shall be required to post a one (1) year landscape maintenance bond or cash bond, which shall be in an amount not less than ten percent (10%) of the cost of the work, in favor of the City. The form of said bond shall be subject to approval of the City Attorney.

- (D) The Project shall incorporate the use of energy efficient lighting systems, insulation and ENERGY STAR rated windows, low-flow water fixtures, modern heat pumps, and energy efficient HVAC systems. The Project shall also install Florida-Friendly Landscaping for the Cocoa area as listed in the Plant Guide published by the University of Florida IFAS Extension.

8.0 Variances and Waivers. In accordance with Section 15-21 of the City Code and, in exchange for the significant project enhancements described above in Section 7.0, the City Council hereby approves the following waivers from the City Code:

- (A) Appendix A Zoning, Article XI, Section 3(E), Single-Family Residential District. The minimum lot size shall be reduced from 7,500 square feet to a minimum of 3,515 square feet.
- (B) Appendix A Zoning, Article XI, Section 3(E), Single-Family Residential District. The minimum lot width shall be reduced from 75 feet to 37 feet.
- (C) Appendix A Zoning, Article XI, Section 3(E), Single-Family Residential District. The minimum lot depth shall be reduced from 100 feet to 95 feet deep.
- (D) Appendix A Zoning, Article XI, Section 3(E), Single-Family Residential District. The maximum lot coverage shall be increased from 30 percent to 50 percent. This waiver shall not be construed as a waiver of the maximum impervious surface ratio required within the Medium Density Residential future land use category.

9.0 Development Schedule and Future Permitting. Within three (3) months following the expiration of the Investigation Period the Developer shall, at its expense, prepare and file development permit applications for a Final Site Plan (excluding final plat) for the Project, consistent with the Conceptual Development Plan. As the Property owner, the City herein grants authorization to the Developer to apply for such permits consistent with the terms and conditions of this Agreement. City shall expedite the review of all such permit applications to the extent reasonably possible. The Developer shall diligently pursue and obtain, in good faith, final approval of the Final Site Plan (excluding final plat) within six (6) months following the expiration of the Investigation Period. If the Developer fails to obtain such final approval from the City (a/k/a - a final development order) within the aforesaid six (6) months following the expiration of the Investigation Period, the City shall have the right to declare the Developer in default pursuant to Section 29.0 of this Agreement. If the Developer does not cure the default within the cure period, the City shall have the right, but not obligation to, terminate this Agreement without penalty and shall be entitled to draw upon the Irrevocable Standby Letter of Credit included with the Developer's RFP Proposal.

The Developer further shall be required to, within three months of preliminary plat approval, substantially complete all horizontal common infrastructure necessary to serve the subdivision and apply for final plat approval in accordance with Section 18-30 of the City Code. Developer shall not be permitted to apply for final plat approval until all common infrastructure necessary to serve the subdivision, such as utility improvements and master stormwater improvements, to the extent applicable, are substantially completed. However, because the Project will be served by already-constructed public streets, the City Manager may, within his or her sole discretion, waive the requirement to obtain a preliminary plat to the extent that no master improvements are necessary to be constructed to serve the Project. In such a case, the Developer may immediately apply for a final plat concurrently with application for final site plan/final engineering plan approval.

Following final plat approval, the Developer shall obtain building permits and substantially commence vertical construction of at least four (4) of the homesites within three (3) months of final plat approval. Thereafter, the Developer shall apply for and obtain building permits and commence vertical construction of at least (4) additional homes every month such that all building permits have been obtained and the vertical construction of the thirty-two homesites has commenced within ten (10) months of final plat approval. Commencement of vertical construction for purposes of this Agreement shall require, at minimum, foundations have been poured and rough framing commenced. If the Developer fails to substantially commence vertical construction each month as provided in this Section, the City shall have the right to declare the Developer in default of this Agreement. Termination shall automatically become effective at the end of the cure period as provided in Section 29.0 in the event the Developer fails to substantially commence vertical construction as provided in this Section, and the City may exercise its default option(s) pursuant to Section 10.0(B) of this Agreement.

The Developer agrees that all certificates of occupancy for the thirty-two (32) homesites must be issued within fifteen (15) months of the Final Site Plan approval.

A Schedule of Major Performance Obligations required by this Agreement is attached as **Exhibit “D”** (the “**Schedule of Major Performance Obligations**”). The Schedule of Major Performance Obligations is intended to summarize several major benchmarks set forth in the Agreement and is set forth for convenience purposes only. To the extent of any conflict between any provision set forth in this Agreement and the Schedule of Major Performance Obligations, the conflicting provision in the Agreement shall control.

The Developer shall be solely responsible for obtaining any and all necessary local and state permits including, but not limited to, an excavation/grading permit, building permits, and any environmental permit approvals which are required in order to allow the Developer to satisfy the construction/development schedule and other terms and conditions of this Agreement. Issuance of a development permit or development order by the City does not create any right on the part of the Developer to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the Developer fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. All other applicable state or federal permits shall be obtained by the Developer, at the Developer’s expense, before commencement of the development.

10.0 Purchase Price of Property; City Options in the event of Developer Default.

(A) Purchase Price. The Developer has offered to purchase the Property for a Purchase Price, as defined in the PSA, of four hundred and eighty thousand dollars (\$480,000.00), which is the equivalent of \$15,000.00 per homesite. The City Council hereby accepts the offer of the Developer and determines herein, pursuant to Section 163.380, Florida Statutes, that the Purchase Price of the Property represents the value determined to be in the public interest for the proposed uses and Project in accordance with the Diamond Square Community Redevelopment Plan. In determining the value of the Property as being in the public interest for uses in accordance with the community redevelopment plan, the City has taken into account and given consideration to the long-term benefits to be achieved by the City resulting from incurring short-term losses or costs in the disposal of such real property; the uses provided in such plan; the restrictions upon, and the covenants, conditions, and obligations assumed by, the Developer; and the objectives of such plan for the prevention of the recurrence of slum or blighted areas.

(B) City Options in the event of Developer Default. The Developer agrees that the City has an overriding and legitimate public interest in ensuring that the Property be redeveloped in accordance with the terms and conditions of this Agreement. Therefore, to provide the City assurances that it will fulfill its commitment to develop the Property once the City conveys any portion thereof to the Developer, in addition to any other remedies available at law or in equity to the City upon a Developer default, including specific performance of the covenants required herein, the Developer agrees that should the Developer fail to perform each and every one of its obligations hereunder following the conveyance of the Property to the Developer, the City shall have the option to repurchase any homesite upon which Developer has not commenced construction, as evidenced by the commencement of trenching activities for the foundation of the home, for \$15,000.00 per such homesite.

(C) Restoration Guaranty. In the event Developer abandons construction of any homesite of the Project after commencement of such construction, the Developer shall be obligated to raze all partially completed improvements on such abandoned homesites and shall sod the applicable portion of the Property. The foregoing obligation of the Developer shall be guaranteed by a letter of credit in the amount of \$100,000.00, which shall be delivered to the City prior to the issuance of the first building permit. As used herein, the term “abandons” shall mean either (a) the Developer ceases all construction activities on the homesite for a period of six (6) months, subject to the Force Majeure provisions in this Agreement; or (b) the Developer notifies the City of its intent to abandon construction in part or in whole.

11.0 Conveyance of Property; Closing Terms. No sooner than the date that the Developer obtains preliminary plat and final site plan approval for the Project from the City, the Developer shall request that the City convey the Property, which shall be conveyed in a single transaction and in accordance with the terms of the PSA. Conveyance shall be required before the Developer commences any construction on the Project and shall occur under the following conditions:

(A) Notice. The Developer shall provide the City a written notice requesting conveyance of the Property (the “**Conveyance Notice**”).

(B) Financing and Construction Commitments. As a condition precedent to the City’s obligation to convey the Property, or any portion thereof, as required by this Section 11.0, the Developer shall provide and deliver to the City the following prior to Closing (collectively, the “**Conditions Precedent**”):

(1) Financing. Written letter from an authorized representative of the Developer, addressed to the City’s Mayor, affirmatively confirming that the Developer has made a final decision to purchase the Property and commence construction in accordance with the terms and conditions of this Agreement.

(2) Performance Bonds. Written proof of a performance bond or other surety by the Project’s general contractor for the completion of the construction of the Project, in a form acceptable to the lending institution, private lender, or equity group financing the Project construction.

(C) Closing Terms. The following closing terms shall apply with respect to the conveyances:

(1) Unless otherwise agreed to by the parties in writing, the Closing date for conveyance of the Property by the City to the Developer pursuant to the PSA shall be sixty (60) days from the applicable Conveyance Notice unless the Developer fails to satisfy the condition precedents set forth in this Section 11.0. If the Developer fails to satisfy the Condition Precedents within said sixty (60) day time period, the City shall have the right to declare the Developer in default pursuant to Section 29.0 of this Agreement. If the Developer does not cure said default within the cure period, the City shall have the option to terminate the conveyance and/or this Agreement without penalty.

(2) Except as otherwise provided for herein, the Developer shall accept the Property in “as-is” condition subject to the Development Covenants required by Section 12.0 of this Agreement and the terms and conditions of the PSA.

12.0 Development Covenants. The following development covenants (the “Development Covenants”) shall survive the Closing under the PSA:

(A) The Developer shall develop the Property in accordance with the terms and conditions of this Agreement and is without the power to sell, lease, or otherwise transfer the Property without the prior written consent of the City until such time that the Developer has completed the construction of any or all improvements which the Developer has obligated itself to complete pursuant to this Agreement and the final plat is approved and recorded by the City.

(B) The Property shall be maintained and used as single-family residences on individually platted lots.

(C) Except for the first mortgage required by the Developer’s primary lender on the Project, the Developer shall not encumber the Property with any other mortgage, lien, or other encumbrance without the prior written consent of the City until such time the City approves and records the final plat, and issues a final certificate of occupancy for at least one lot on the Property.

(D) The covenants shall run with the land and be binding upon any subsequent owners of the Property. Further, the covenants shall provide that the City shall have the right to enforce the covenants against any owner of the Property in accordance with any and all applicable legal or equitable remedies afforded the City by law. Such remedies shall include the City’s right to seek reimbursement for reasonable attorney’s fees and costs incurred by the City to enforce the covenants in a court of competent jurisdiction through all appellate court proceedings.

13.0 Representations of the Parties. The City and Developer hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the City and Developer, constitute a legal, valid and binding obligation enforceable against the parties hereto. Upon acquisition of the Property by the Developer and the recording of this Agreement in the Public Records of Brevard County, Florida, the Agreement shall be a binding obligation upon the Property in accordance with the terms and conditions of this Agreement. Developer represents that it has voluntarily and willfully executed this Agreement for purposes of binding himself and the Property to the terms and conditions set forth in this Agreement.

14.0 Successors and Assigns. This Agreement shall automatically be binding upon and shall inure to the benefit of the City and Developer and their respective successors and assigns. The terms and conditions of this Agreement similarly shall be binding upon the Property and shall run with title to the same upon being duly recorded against the Property by the City.

15.0 Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising out of this Agreement shall be in Brevard County, Florida or, for federal court actions, in the Middle District of Florida, Orlando Division.

16.0 Amendments. This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto (or their successors or assigns) and approved by the City Council.

17.0 Entire Agreement; Exhibits. This Agreement and all attached exhibits hereto supersede any other agreement, oral or written, regarding the Property and contain the entire agreement between the City and Developer as to the subject matter hereof. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference.

18.0 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

19.0 Effective Date. This Agreement shall become effective upon approval by the City Council and execution of this Agreement by both parties hereto.

20.0 Recordation. Upon full execution by the Parties and the completion of Closing following Final Site Plan approval, this Agreement shall be recorded in the Public Records of Brevard County, Florida by the City.

21.0 Relationship of the Parties. The relationship of the parties to this Agreement is contractual and Developer is an independent contractor and not an agent of the City. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner, which would indicate any such relationship with the other.

22.0 Sovereign Immunity. The City intends to avail itself of the benefits of Section 768.28, Florida Statutes, and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. The Developer agrees that the 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 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.

23.0 City's Police Power. Developer agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

24.0 Interpretation. The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

25.0 Third-Party Rights. This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

26.0 Specific Performance. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity, except that the City shall not provide specific performance as a remedy to Developer.

27.0 Attorney's Fees. Except as provided in Section 12.0, in the event of any action arising under this Agreement, whether or not a lawsuit or other proceeding is filed, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees incurred in any way in connection with the matter, whether incurred before litigation, during litigation, during appeal, or in connection with enforcement of a judgment, including, but not limited to, attorneys' and experts' fees. Attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs, shall also be borne by each party, respectively, except for those circumstances in which Section 12.0 applies.

28.0 Development Permits. Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Developer or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend or terminate any and all certificates of occupancy for any building, trailer, structure or unit if Developer is in breach of any term and condition of this Agreement; provided Developer is provided notice of such breach and opportunity to cure same pursuant to Section 29.

29.0 Default. Developer Default. Failure by the Developer to perform each and every one of its obligations hereunder, and the City is not otherwise be in default of this Agreement, shall constitute a default, entitling the City to pursue whatever remedies are available to it under Florida law or equity including, without limitation, termination of this Agreement, exercising the default obligations pursuant to Section 10.0, terminating the City's obligation to convey the Property, or an action for specific performance or injunctive relief. Prior to the City

filing any action as a result of a default under this Agreement, the City party shall first provide the Developer with written notice of said default. Upon receipt of said notice, the Developer shall be provided a sixty (60) day opportunity in which to cure the default to the reasonable satisfaction of the City prior to filing said action.

City Default. In the event that the City shall fail to perform each and every one of its obligations hereunder, and the Developer shall not otherwise be in default of this Agreement, then the Developer shall provide the City written notice of such default. The City shall have thirty (30) days from receipt of such notice to cure said default. If the City shall fail to cure such default within the thirty (30) day time period, then the Developer' sole remedy shall be to terminate this Agreement and be reimbursed for all actual out-of-pocket geotechnical, engineering, construction, architectural, permitting, and title examination costs (excluding attorney's fees and related costs) related to the Property which were incurred subsequent to the City's approval of the Conceptual Development Plan and prior to the City's failure to convey the Property. The City shall reimburse the Developer within sixty (60) days of written termination of this Agreement. At time of payment, the Developer shall deliver to the City all original plans, reports, permits, and other documents provided to the Developer by any company, consultant, or agency related to the City's reimbursement payment required under this subparagraph.

30.0 Termination. In addition to those circumstances allowing termination as already expressly provided herein, the City shall have the unconditional right, but not obligation, to terminate this Agreement, without notice or penalty, if Developer fails to adhere to the development schedule and deadlines as established herein. In addition, the City shall have the right, but not obligation, to terminate the Agreement if Developer permanently abandons construction of the Project, provided, however, the City shall first deliver written notice and an opportunity to cure to the defaulting party as set forth in Section 29.0 above. If the City terminates this Agreement, the City shall record a notice of termination against the Property in the public records of Brevard County, Florida. This Agreement may otherwise be terminated by mutual written agreement of the Parties.

31.0 Indemnification and Hold Harmless. Developer shall be solely responsible for designing, permitting, constructing, operating and maintaining this Project. As such, Developer hereby agrees to indemnify, release, and hold harmless the City and its elected officials, employees and attorneys from and against all claims, losses, damages, personal injuries (including, but not limited to, death), or liability (including reasonable attorney's fees and costs through all appellate proceedings), directly or indirectly arising from, out of, or caused by Developer and Developer's contractor's and subcontractor's performance of design, permit and construction activities in furtherance of constructing the Project under this Agreement and the operation and maintenance of the Project thereafter. This indemnification shall survive the termination of this Agreement.

32.0 Force Majeure. The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specified time period ("Time Period") constitutes a default under the terms of this Agreement and, if any such failure is due to acts of God, acts of government authority (other than the City's own acts, if the City is claiming the benefit of this Section 32.0), acts of public enemy or war, riots, civil disturbances, power failure, shortages of labor or materials, pandemics, quarantines and "stay-at-home" orders not including

COVID-19 (other than the City's own acts, if the City is claiming the benefit of this Section 32.0), injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions, including hurricanes ("Force Majeure Event"), then, notwithstanding any provision of this Agreement to the contrary, that failure shall not constitute a default under this Agreement and any Time Period proscribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Force Majeure Event. The extended time period shall be agreed to in writing by the parties and said agreement shall not be unreasonably withheld by either party. The City Manager shall have the authority to grant an extended Time Period. An extension of any Time Period for reasons of a Force Majeure Event shall be requested solely as provided in this Section. Developer hereby waives and relinquishes the right to notify the City of the intent to exercise the tolling and extension of any permit related to the Project, including any Time Periods under this Agreement, development orders, and building permits, available under Section 252.363, Florida Statutes, as the result of a declaration of a state of emergency issued by the Governor for a natural emergency.

33.0 Administrative Extension. Upon good cause shown, the City Manager may grant an extension of up to sixty (60) days for any deadline in the Schedule of Major Performance Obligations. Any further extensions shall require City Council approval.

34.0 Notice. Whenever either party desires to give notice to the other, notice shall be sent by hand delivery or certified mail, return receipt requested, and shall be sent to:

For the City:

City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

With Additional Notice to:
Garganese, Weiss, D'Agresta & Salzman, P.A.
Attn: Anthony A. Garganese, City Attorney
111 N. Orange Avenue, Suite 2000
Orlando, FL 32801

For Developer:

Lennar Homes, LLC
3931 RCA Boulevard, Suite 3105
Palm Beach Gardens, Florida 33410

With Additional Notice to:
Lennar Corporation
5505 Waterford District Drive, 5th Floor
Miami, Florida 33126
Attn: General Counsel

Either party may freely modify their respective contact person and address contained in this Paragraph by providing written notice of the modification to the other party. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; and if mailed, on the third business day after mailing.

35.0 Assignment. Prior to completing the construction of the Project and reaching final build-out of the Project, Developer shall not assign this Agreement without the prior written consent of the City. However, Developer shall be entitled to assign its rights and obligations under this Agreement to a parent, subsidiary, or affiliated entity in which Developer or its members are members or interest holders or to any entity that will act as a land bank for the benefit of the Developer upon providing written notice to the City. Any assignment authorized by this subparagraph shall require the assignee to be a formal signatory to this Agreement and fully assume all of Developer's obligations, commitments, representations, and warranties under this Agreement; provided in the event of an assignment to a land bank, the land bank shall not be obligated to be a formal signatory to this Agreement and the Developer shall not be released from such Developer's obligations, commitments, representations, and warranties under this Agreement and the land bank shall not assume same. Such assignment shall also require the written approval of the City by amendment to this Agreement, which shall not require a public hearing and shall not be unreasonably withheld.

36.0 Impact Fees. If the City waives Developer's obligation to pay certain City impact fees (the "**Impact Fees**") to the City, Developer agrees that it shall utilize reasonable efforts to elevate the interior specification levels of the furnishings (i.e. appliances, faucets, cabinets, flooring, etc.) within the applicable home on a dollar-for-dollar basis based on the cost savings to Developer resulting from the waiver of such Impact Fees.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered in the presence of the following witnesses:

CITY OF COCOA

Signature of Witness

Printed Name of Witness

Address of Witness

Signature of Witness

Printed Name of Witness

Address of Witness

By: _____
Stockton Whitten, City Manager

Date: _____

ATTEST:

APPROVED AS TO FORM AND LEGALITY

By: _____
Monica Arsenault, City Clerk

By: _____
Anthony A. Garganese, City Attorney

CITY SEAL

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (____) physical presence or (____) online notarization, this _____ day of _____, 2025, by Stockton Whitten, the City Manager of the City of Cocoa, a Florida municipal corporation, on behalf of the corporation, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

(Notary Public Signature)

(Print Name)

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

Signed, sealed and delivered in the
presence of the following witnesses:

LENNAR HOMES, LLC

Print name and title: _____

Date: _____

Signature of Witness

Printed Name of Witness

Address of Witness

Signature of Witness

Printed Name of Witness

Address of Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical
presence or () online notarization, this _____ day of _____, 2025,
by _____, the _____ of Lennar Homes, LLC, a Florida limited
liability company, on behalf of the corporation, who is personally known to me or produced
_____ as identification.

(NOTARY SEAL)

(Notary Public Signature)

(Print Name)

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Lots 1 through 6 and 9 through 17 of the Michael C. Blake Subdivision, according to the map or plat thereof, as recorded in Plat Book 66, Page(s) 69, of the Public Records of Brevard County, Florida.

AND

Lots 7 and 14, Block 13, of Amended Map of College Park, according to the plat thereof, as recorded in Plat Book 5, Page 72, of the Public Records of Brevard County, Florida.



EXHIBIT C BUILDING PLANS

Breeze Elevation A:



Breeze Elevation B:



Breeze Elevation C:



Cypress Elevation A:



Cypress Elevation B:



Cypress Elevation C:



Element Elevation A:



Element Elevation B:



Element Elevation C:



Belmont Elevation AM:



Belmont Elevation BM:



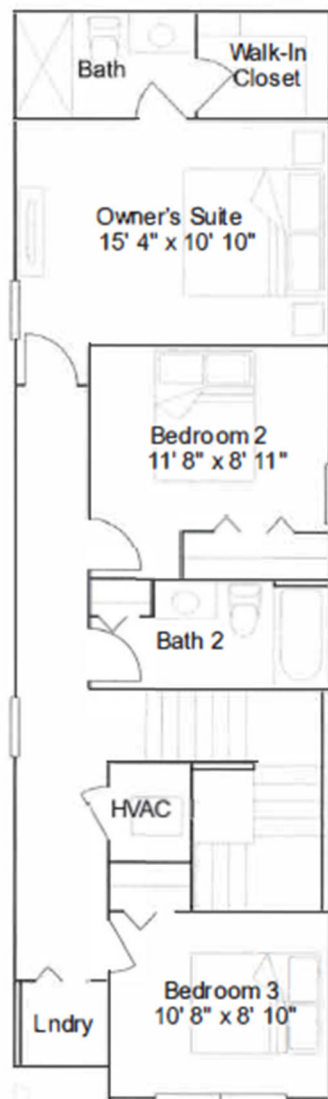
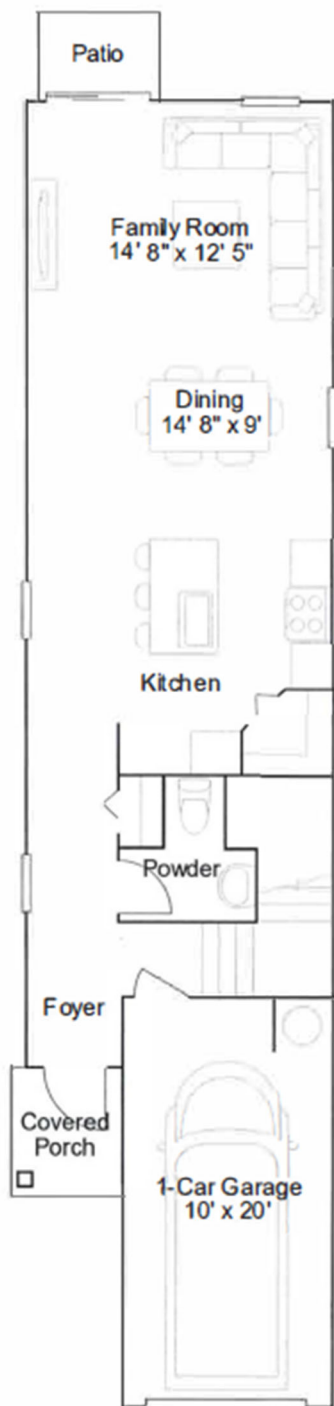
Belmont Elevation CM:



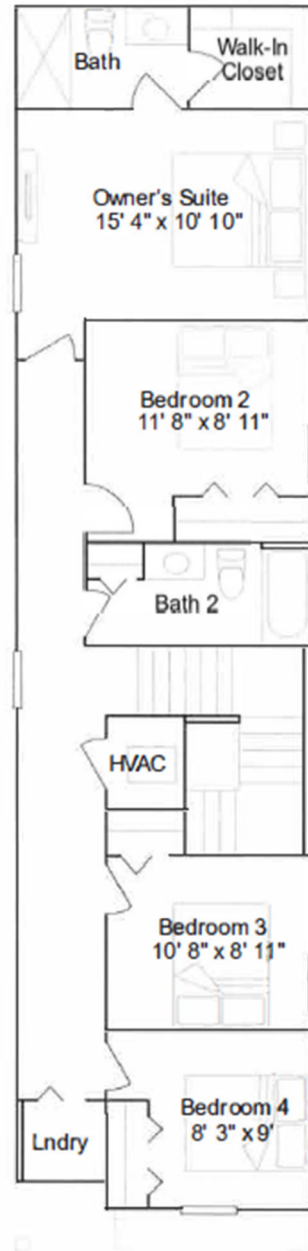
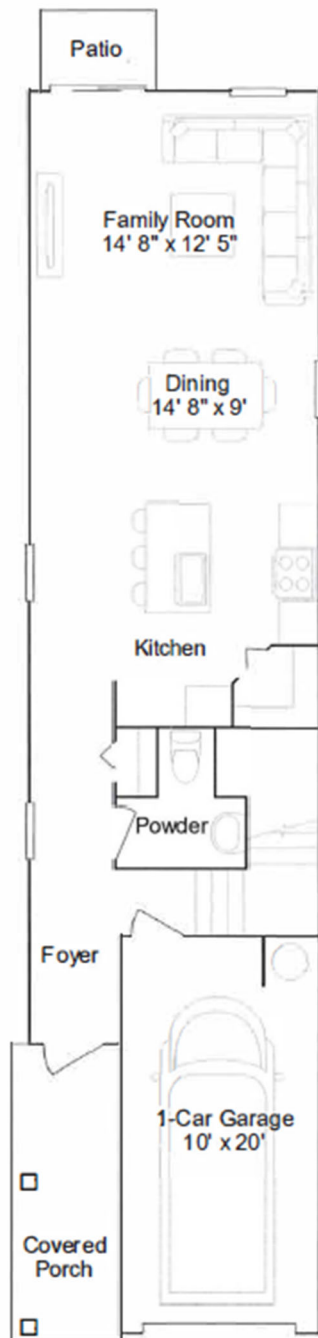
Breeze – 1,295 SF – 3 BR – 2.5 Bath



Cypress – 1,524 SF – 3 BR – 2.5 Bath



Element – 1,684 SF – 4 BR – 2.5 Bath



Belmont – 1,840 SF – 3 BR – 2 Bath

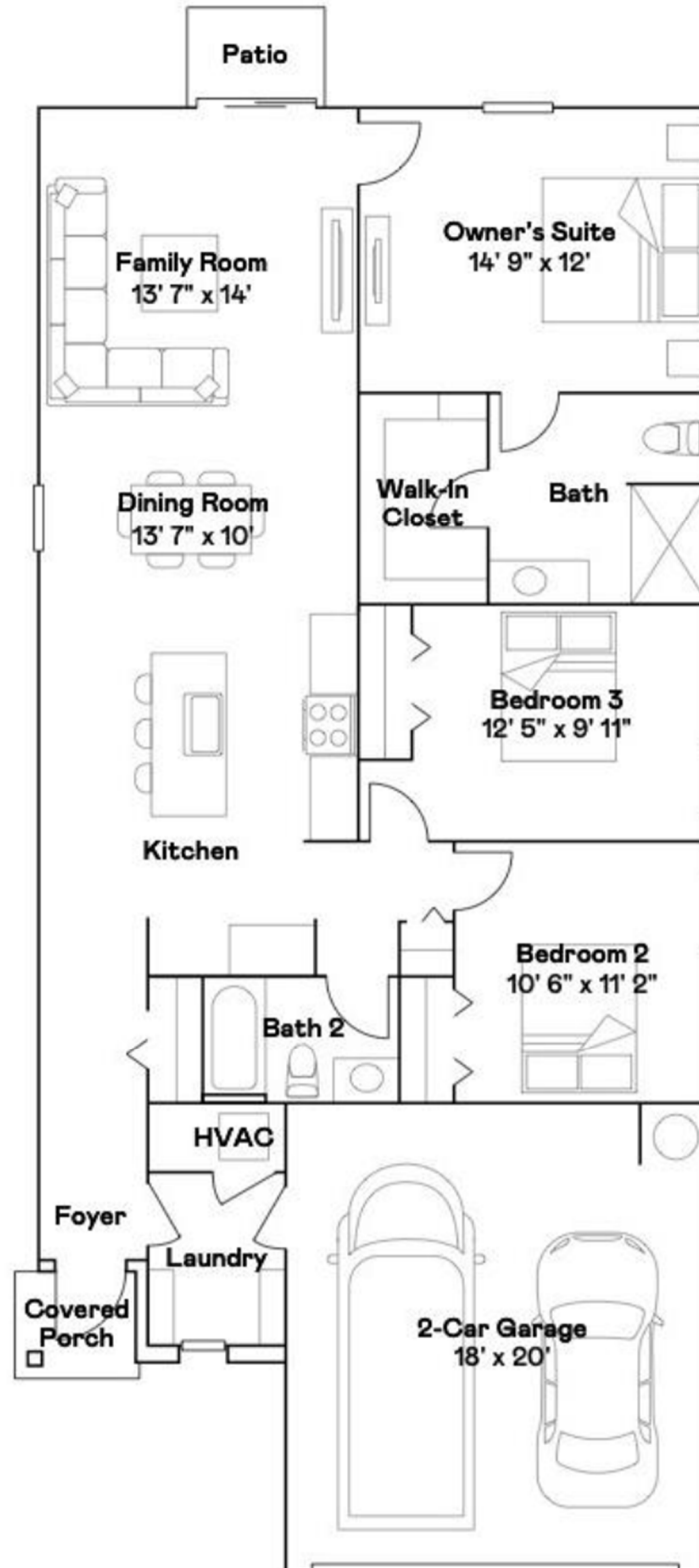


EXHIBIT D
SCHEDULE OF MAJOR PERFORMANCE OBLIGATIONS

The Schedule below is provided for convenience purposes only and does not take precedent over the terms and conditions stated in the body of the Agreement. **The Schedule assumes an Effective Date of April 22, 2025.**

Time for Performance	Action	Section Reference
June 22, 2025	Investigation Period Completed (60 days)	3.0
October 1, 2025	Site plan and preliminary plat application filed with City	9.0
January 2, 2026	Site plan and preliminary plat approval obtained; Developer shall request City begin conveyance process for the Property	9.0/11.0
March 3, 2025	Closing on Conveyance of Property - Construction can only begin after closing	11.0
April 2, 2026	Substantial completion of common horizontal infrastructure; proceed to obtain final plat	9.0
July 1, 2026	Building Permit for first four (4) homes obtained and vertical construction substantially commenced	9.0
February 2027	Building Permit obtained and vertical construction substantially commenced for all 32 homes	9.0
August 2027	Certificate of occupancy for all 32 homes obtained	9.0

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

(MICHAEL C. BLAKE SUBDIVISION PROJECT)

This **AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY** (this “**Agreement**”) is made and executed this _____ day of _____, 2025, by and between the **CITY OF COCOA**, a Florida municipal Corporation (“**Seller**”), and **LENNAR HOMES, LLC**, a Florida limited liability company, and/or its successors or assigns (“**Buyer**”).

R E C I T A L S:

A. Seller is the owner of fifteen (15) parcels of real property within the Michael C. Blake platted subdivision, recorded in the Plat Book of Brevard County, Book 66, Page 69, as well as two (2) parcels of real property located in the Amended Map of College Park subdivision, recorded in the Plat Book of Brevard County, Book 5, Page 72, totaling approximately two and eighty-three hundredths (2.83) acres, located generally on Mango Avenue, Valencia Avenue, and Blake Avenue between Barbara Jenkins Street and Stone Street, being more particularly described on **Exhibit A**, attached hereto and incorporated by this reference, consisting of the following Tax Parcel IDs: 24-36-32-07-*-5, 24-36-32-07-*-6, 24-36-32-07-*-9, 24-36-32-07-*-10, 24-36-32-07-*-4, 24-36-32-07-*-11, 24-36-32-07-*-3, 24-36-32-07-*-12, 24-36-32-07-*-2, 24-36-32-07-*-13, 24-36-32-07-*-1, 24-36-32-07-*-14, 24-36-32-CC-13-7, 24-36-32-CC-13-14, 24-36-32-07-*-15, 24-36-32-07-*-16, 24-36-32-07-*-17 (each a “**Parcel**,” and collectively the “**Land**”).

B. As of even date herewith, Buyer and Seller have entered into that certain Development Agreement (the “**Development Agreement**”), which Development Agreement contemplates, among other things, the terms and conditions under which the Closing, as defined in Section 9.01, hereunder shall occur.

C. Seller desires to sell the Property, as defined in Section 1.01, to Buyer, and Buyer desires to purchase the Property from Seller, pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

ARTICLE I PURCHASE AND SALE

Section 1.01. Property. Seller agrees to sell, and Buyer agrees to purchase, the property (the “**Property**”), consisting of (a) fee simple title to the Land and (b) all rights, ways, privileges, and easements appurtenant to the Land, including Seller’s right, title, and interest in, to, and under all strips, gores, streets, alleys, and ways, public or private, adjoining or crossing the Land, all of which are appurtenant to, and shall benefit, the Land.

Section 1.02. Intangible Rights. The sale of the Property shall include the sale, transfer, and conveyance of all of Seller's right, title, and interest in, to, and under all of the warranties, guaranties, certificates, licenses, bonds, water and sewer agreements, permits, authorizations, consents, approvals, and development orders, which in any respect whatsoever relate to, or arise out of, the use, occupancy, possession, development, construction, or operation of the Property (collectively, the "**Seller's Permits**"), but shall not constitute an assumption by Buyer of any liabilities arising under the Seller's Permits. The sale shall also include the sale, transfer, and conveyance of all of Seller's right, title, and interest in, to, and under all intangible personal property, including, without limitation, prepaid water and sewer connection fees, utility capacities, impact fee credits, development agreements, approvals, easements, permits, plans, reports, surveys, environmental and other studies, consents and agreements, rents, issues, proceeds, and profits now or hereafter accruing from the Property, all of which are intended to encompass all of Seller's contractual rights, benefits, and entitlements relating to the Property (collectively, the "**Intangible Personal Property**").

ARTICLE II PURCHASE PRICE AND TERMS OF PAYMENT

Section 2.01. Purchase Price. The purchase price to be paid by Buyer to Seller hereunder shall be FOUR HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$480,000.00) (the "**Purchase Price**").

Section 2.02. Terms of Payment. The Purchase Price shall be payable by Buyer in the following manner:

(A) Buyer shall deposit the sum of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) (the "**Deposit**") with Calatlantic National Title Solutions, LLC, a Delaware limited liability company ("**Escrow Agent**"), within ten (10) business days after the Effective Date. The Deposit shall be remitted to Escrow Agent by wire transfer of immediately available federal funds or by Letter of Credit, as defined in Section 2.03. If in cash, the Deposit shall be held by Escrow Agent in an interest-bearing money-market account without penalty for early withdrawal, provided, that Buyer completes and executes an Internal Revenue Service Form W-9 in connection with delivering the Deposit. Escrow Agent shall hold the Deposit pursuant to the terms of this Agreement, subject only to mutually agreed upon written modifications executed by the parties. All interest earned on the Deposit shall in all instances be paid to Buyer, except if Buyer defaults in its obligations hereunder pursuant to Section 14.01, in which event all interest earned on the Deposit shall be paid to Seller. If the Deposit is paid in cash, then Escrow Agent shall deliver the Deposit to Seller at the Closing and Buyer shall receive a credit against the Purchase Price in the amount of the Deposit.

(B) At the Closing, Buyer shall pay the Purchase Price to Seller, subject to the terms, conditions, prorations, and adjustments stated in this Agreement, by wire transfer of immediately available federal funds made available to Escrow Agent at or prior to the Closing.

ARTICLE III TITLE, SURVEY, AND RELATED MATTERS

Section 3.01. Evidence of Title. During the Investigation Period, as defined in Section 4.01, Buyer shall order a title insurance commitment for the Property, issued by a nationally recognized title insurer (the “**Title Company**”), and copies of all documents referenced therein (collectively, the “**Commitment**”), which shall commit to issue to Buyer, upon recording of the Deed, as defined in Section 9.04, an owner’s policy of title insurance (the “**Title Policy**”) in the total amount of the Purchase Price.

Section 3.02. Survey. Buyer shall have the right, at Buyer’s sole cost and expense, to obtain a survey of the Property on or prior to expiration of the Investigation Period (the “**Survey**”).

Section 3.03. Objections. If Buyer encounters any matters contained in the Commitment, the Survey, and/or any other matters of title or survey that are not acceptable to Buyer in Buyer’s sole and absolute discretion, then Buyer shall notify Seller of any and all objections to the same (collectively, the “**Title Defects**”) in writing by the end of the Investigation Period (the “**Notice of Title Defect**”). All matters contained in the Commitment and/or the Survey to which Buyer does not object shall become permitted exceptions (collectively, the “**Permitted Exceptions**”). The Development Agreement, and the Development Covenants set forth herein shall be a Permitted Exception. Notwithstanding any provision contained in this Agreement to the contrary, under all circumstances and under all events, Seller shall be obligated to cure the Mandatory Cure Items, as defined in this Section; it being understood by the parties hereto that the Mandatory Cure Items shall not for any purpose whatsoever be included in the Permitted Exceptions. For purposes of this Agreement, the term “**Mandatory Cure Items**” means all mortgages, liens, and other encumbrances of ascertainable amounts; leases, options to purchase and rights of first refusal encumbering the Property, any matters revealed by a municipal lien search in connection with the Property with respect to code violations, building permits not closed, unpaid utilities, unpaid taxes and special assessments, and other related matters; the satisfaction of all Schedule B-I requirements set forth in the Commitment applicable to Seller; and such documents necessary to delete from the Title Policy the standard pre-printed exceptions, other than the survey exceptions. Seller shall provide written notice to Buyer within fifteen (15) days of receipt of the Notice of Title Defect specifying which, if any, of the Title Defects Seller elects to cure prior to the Closing (the “**Seller’s Response**”). If Seller fails to timely provide the Seller’s Response, Seller shall be deemed to have elected to cure all of the Title Defects. If Buyer is dissatisfied with the Seller’s Response then, at the option of Buyer, Buyer may (a) terminate this Agreement, whereupon the Deposit shall be promptly returned to Buyer and neither party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this Agreement or (b) proceed to the Closing without satisfaction of the Title Defects Seller has elected not to cure, which such Title Defects shall be deemed Permitted Exceptions. Buyer shall also have the right to object at any time to (i) any matter that arises on any update of the Commitment and/or (ii) any matter that arises on any update of the Survey (collectively, and in each case, the “**New Title Defects**”). Seller shall have the obligation to cure all of the New Title Defects. If prior to the Closing, Seller shall fail to cure any of the New Title Defects, the Title Defects elected to be cured by Seller in the Seller’s Response and/or the Mandatory Cure Items, then, Buyer shall, in Buyer’s sole

discretion, either (A) exercise Buyer's remedies under Section 14.02 or (B) proceed to the Closing without satisfaction of such New Title Defects, Title Defects, and/or Mandatory Cure Items, which such New Title Defects, Title Defects, and/or Mandatory Cure Items shall be deemed Permitted Exceptions.

ARTICLE IV INVESTIGATION OF PROPERTY

Section 4.01. Right of Entry. The investigation period (the "**Investigation Period**") under this Agreement shall be a period commencing on the Effective Date and ending at 11:59 p.m. on the sixtieth (60th) day following the Effective Date. Buyer, and all of Buyer's agents, contractors, consultants, representatives, and other persons designated by Buyer, shall have the right to enter the Property, for the purpose of investigation, discovery, and testing of the Property, including, without limitation, surveying, soil testing and boring, hydrological studies, environmental studies, structural inspections, or any other studies or tests Buyer determines in its reasonable discretion to be necessary or appropriate (collectively, the "**Inspections**"). Seller shall cooperate with Buyer in conjunction with the Inspections, including (a) providing access to the Property at all reasonable times prior to the Closing and (b) in regard to Buyer's efforts to obtain all appropriate or relevant information concerning the Property. Provided that Buyer has not terminated this Agreement and there is no uncured Buyer's Default, as defined in Section 14.01, all rights provided to Buyer in this Section shall continue unabated through the Closing. All of the Inspections shall be at Buyer's sole cost and expense and shall be performed in a manner so as not to unreasonably interfere with Seller's interest in the Property. Buyer shall remove or bond any lien of any type that attaches to the Property as a result of any of the Inspections and upon completion of any of the Inspections, Buyer shall restore any material damage to the Property caused by the Inspections to the extent reasonably practicable. Buyer hereby indemnifies and holds Seller harmless from all injury, damage, loss, cost, or expense, including, but not limited to, attorneys' fees and court costs resulting from the Inspections. The indemnity obligations of this Section shall survive for a period of one (1) year after the Closing or earlier termination of this Agreement and do not apply to (i) any loss, liability, cost, or expense to the extent arising from or relating to the acts or omissions of Seller, Seller's agents, contractors, consultants, or representatives, (ii) any diminution in value of the Property arising from or relating to matters discovered by Buyer during the Inspections, (iii) any latent defects in the Property discovered by Buyer, or (iv) the release or spread of any Hazardous Substance, as defined in Section 6.01(F), which is discovered (but not deposited) on or under the Property by Buyer.

Section 4.02. Property Documents. Within ten (10) business days following the Effective Date, Seller shall furnish to Buyer all materials concerning the Property which Seller possesses, or which Seller may reasonably obtain, and Seller shall continue to furnish to Buyer, within three (3) business days following Seller's receipt of the same all materials concerning the Property of which Seller acquires possession subsequent to the Effective Date. All of the information to be furnished under this Section shall collectively be referred to as the "**Property Documents**." At the Closing, Seller shall assign to Buyer all of its right, title, and interest in, to, and under the Property Documents and deliver, to the extent available, all of the original Property Documents, the Seller's Permits, and the Intangible Personal Property.

Section 4.03. Right of Cancellation. Buyer shall have the absolute and unqualified right to terminate this Agreement at any time prior to the expiration of the Investigation Period for any reason whatsoever or for no reason. In order to proceed under this Agreement, Buyer must deliver written notice to Seller, reflecting Buyer's decision to proceed (the "**Notice to Proceed**"), which Notice to Proceed must be delivered to Seller prior to the expiration of the Investigation Period. If Buyer does not deliver the Notice to Proceed, this Agreement shall automatically terminate. If this Agreement is terminated pursuant to this Section, the Deposit shall be promptly returned to Buyer and neither party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this Agreement.

Section 4.04. AS-IS SALE. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND IN THE DOCUMENTS TO BE DELIVERED AT THE CLOSING, BUYER IS ACQUIRING THE PROPERTY "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AND SELLER HAS NOT MADE AND DOES NOT AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION, EXPENSES, LEGAL STATUS, ZONING, VALUE, UTILITY, OR POTENTIAL OF THE PROPERTY, OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY OR THIS AGREEMENT THAT MIGHT BE PERTINENT IN CONSIDERING WHETHER TO PURCHASE THE PROPERTY OR TO MAKE AND ENTER INTO THIS AGREEMENT, AND EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND IN THE DOCUMENTS TO BE DELIVERED AT THE CLOSING, SELLER HAS NOT MADE, AND BUYER HAS NOT RELIED UPON, ANY SUCH REPRESENTATIONS OR WARRANTIES.

ARTICLE V DEVELOPMENT AGREEMENT

If the Development Agreement is terminated, this Agreement shall automatically terminate, whereupon the Deposit shall be promptly returned to Buyer if such termination is a result of anything other than a default by Developer, as defined in the Development Agreement, thereunder, or if such termination is as a result of a default by Developer thereunder, the Deposit shall be delivered to Seller, and neither party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this Agreement.

ARTICLE VI SELLER'S REPRESENTATIONS AND WARRANTIES

Section 6.01. Seller's Representations and Warranties. Seller represents and warrants to Buyer as true and correct, both on the Effective Date and throughout the period of time until the Closing, that:

(A) Violations, Litigation and Adverse Information. Seller has not received any notice of, nor does Seller have knowledge of, any (a) violation of any law, statute, ordinance, order, regulation, rule, restriction, or requirement of any governmental entity pertaining to or affecting any portion of the Property, (b) suit or proceeding pending or threatened affecting Seller or any portion of the Property, and (c) applications or

commitments to any governmental or quasi-governmental entity or utility which would affect the Property which have not been disclosed in writing to Buyer prior to the expiration of the Investigation Period.

(B) Ownership and Parties in Possession. Seller owns marketable fee simple title to the Property. There are no parties in possession of any portion of the Property whether as lessees, tenants-at-sufferance, trespassers, or otherwise, other than Seller. No other “person,” as such term is defined in Section 1.01(3), Florida Statutes, has any right, claim, or interest in the Property, or any portion thereof, arising out of adverse possession, prescriptive rights, or otherwise.

(C) Foreign Investment in Real Property Tax Act. Seller is not a “foreign person,” as defined by Section 1445 of the United States Internal Revenue Code of 1986, as amended to date (the “Code”).

(D) Good Standing and Authority of Seller. Seller is a Florida municipal corporation, duly organized, validly existing and in good standing in the State of Florida, duly authorized to transact business in the State of Florida, and the person executing this Agreement on behalf of Seller has the lawful right, power, authority, and capacity to bind Seller to the terms hereof and consummate the transactions contemplated by this Agreement.

(E) Anti-Terrorism Laws. Seller is in compliance with all federal, state, municipal, and local laws, statutes, codes, ordinances, orders, decrees, rules, or regulations relating to terrorism or money laundering (collectively, the “**Anti-Terrorism Laws**”), including without limitation, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56, known as the “Patriot Act”), and the regulations of the Office of Foreign Assets Control and is not a Prohibited Person under the Anti-Terrorism Laws.

Section 6.02. Breach of Seller’s Representations and Warranties. If any of the foregoing representations and warranties are not true in their entirety on the Effective Date and at all times through and including the Closing, then it shall be deemed a breach by Seller, and Buyer may, at its option, proceed with any of its remedies under Section 14.02.

ARTICLE VII BUYER’S REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Seller, as true and correct, both on the Effective Date and throughout the period of time until and through the Closing, that Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida, and, subject to Section 15.14 hereof, the person executing this Agreement on behalf of Buyer has the lawful right, power, authority, and capacity to bind Buyer to the terms hereof and consummate the transactions contemplated by this Agreement pursuant to the terms, provisions, and conditions hereof. Should Buyer breach any of the foregoing representations and warranties, Seller may, at its option, proceed with any of its remedies under Section 14.01.

ARTICLE VIII SELLER'S COVENANTS

Section 8.01. Conveyance. Seller will convey to Buyer at the Closing, marketable fee simple title to the Property, free and clear of any liens, mortgages, pledges, security interests, options, rights, leases, charges, claims, encumbrances, or restrictions of any kind whatsoever, other than the Permitted Exceptions. Seller shall comply with all of the requirements imposed by the Internal Revenue Service in connection with Section 1445 of the Code.

Section 8.02. Title to Property. Seller will not cause, permit, or suffer any act to be performed or not performed, the result of which will cause any lien, encumbrance, or cloud upon Seller's title to the Property such that Seller shall be unable to convey title to the Property to Buyer in accordance with this Agreement. From and after the Effective Date, Seller shall take no action to encumber the Property or otherwise affect title to the Property.

Section 8.03. Changes to Documents, Condition of the Property, and Related Matters. Seller shall (a) maintain the Property in substantially the same condition as it exists as of the Effective Date, (b) not terminate, modify, amend, or waive any provision of any lease, contract, permit, agreement, or any other document previously provided, or to be provided, to Buyer in accordance with this Agreement, or any benefit or entitlement described in this Agreement to be conveyed to Buyer, (c) not use, and/or not permit any other party to use, any Hazardous Substance on the Property, (d) not commit or permit any waste or nuisance upon the Property, (e) not take any action that would adversely affect the Property and/or Buyer's rights hereunder, (f) take all action required pursuant to this Agreement, which is necessary to effectuate the transaction contemplated herein in good faith, and (g) continue all of the insurance policies relative to the Property in full force and effect in the ordinary course of Seller's business.

ARTICLE IX CLOSING

Section 9.01. Closing. Subject to the terms and conditions of this Agreement, the purchase and sale of the Property (the "**Closing**") shall occur on the earlier of (a) the sixtieth (60th) day following Buyer's issuance of the Conveyance Notice, as defined in the Development Agreement, to the Seller pursuant to the Development Agreement and provided the Conditions Precedent, as defined in the Development Agreement, have been satisfied and (b) December 31, 2026 (the "**Closing Date**"). However, under no circumstances shall the Seller be required to sell the Property to Buyer if the Conditions Precedent, as defined in the Development Agreement, have not been satisfied and preliminary plat and final site plan approval obtained by the Buyer.

Section 9.02. Place of Closing. The Closing shall occur on the Closing Date, at the offices of Escrow Agent, unless otherwise agreed to between the parties, or may be accomplished via wire transfer of funds and electronic mail of executed documents, to be followed by original documents, and shall be conducted pursuant to the parties' instructions for the release of such documents and funds. Notwithstanding the foregoing, the original Deed and

such other original documents that must be placed into escrow on or prior to the Closing as required by the Title Company shall be placed into escrow on or prior to the Closing Date.

Section 9.03. Expenses of Closing and Prorations.

(A) Taxes. At the Closing, all ad valorem and non-ad valorem real property taxes for the year of the Closing, if any, will be prorated as of the Closing Date, based upon the maximum discount for early payment. If the tax bill for the current year has not yet been issued, tax prorations will be based upon the TRIM notice, if issued, and if not issued upon the prior year's bill using the millage rate then used in the County for residential use, subject to reproration at the request of either party when the current year's bill is issued. In addition, at or prior to the Closing, Seller shall pay all other applicable taxes and penalties associated with the Property, including any under any Special Use valuation, as and when such taxes and/or penalties are assessed.

(B) Documentary Stamp Tax/Recording Fees. Buyer shall pay for state documentary stamps and surtaxes, if any, to be attached to the Deed. Seller shall pay for any recording fees associated with the release of the Mandatory Cure Items and/or corrective title instruments. Buyer shall pay for the cost of recording the Deed.

(C) Title Policy and Survey. Buyer shall pay for the cost of the Commitment and the Title Policy. Seller shall pay for the searches required by the Title Company to delete Seller's requirements and the standard exceptions from the Title Policy, including, without limitation, all municipal lien searches and any updates thereof, and any costs required to cure the Title Defects and/or New Title Defects to be cured under Article III. Buyer will pay for the cost of the Survey.

(D) Governmental Liens. Prior to the Closing, Seller shall satisfy and pay all outstanding certified governmental and municipal improvement liens and special assessments, except annual assessments shall be prorated as of the Closing Date.

(E) Attorneys' Fees. Each party shall pay its own attorneys' fees and costs.

Section 9.04. Documents for Closing. At the Closing, Seller shall execute and/or deliver each of the following documents in a form reasonably approved by Buyer in the event not attached or otherwise previously agreed to in accordance with the terms and provisions hereof and in each case subject to any reasonable modifications required by the Title Company:

(A) A special warranty deed (the "**Deed**"), conveying to Buyer or its assignee marketable and insurable fee simple title to the Property, subject only to the documents that are recorded in the County as part of the Permitted Exceptions;

(B) An affidavit attesting to the absence of any liens, parties in possession, or other claims, is sufficient to insure the gap, and satisfies the requirements of Section 1445 of the Code that Seller is not a "person";

(C) An assignment document evidencing the transfer and assignment of all of Seller's rights, benefits, and entitlements in, to, and under the Property Documents, the Seller's Permits, and the Intangible Personal Property and evidence that Seller has received, and paid for, all third party consents required with respect thereto;

(D) An affidavit (and any other documents requested by the Title Company) reflecting that Seller has the authority to transact the sale of the Property to Buyer;

(E) A closing statement.

Section 9.05. Further Assurances. At the Closing, the parties hereto shall perform such other acts, and shall execute, acknowledge, and deliver such other instruments, documents, and other materials as the other party hereto or Title Company or other closing agent may reasonably request in order to effectuate the Closing and the transactions contemplated by this Agreement. All of the documents executed by Seller which are to be delivered to Buyer at the Closing will be duly authorized and legal, valid, and binding obligations of Seller, which, at the time of the Closing, will be sufficient to convey title (if they purport to do so), and do not, and at the time of the Closing will not, violate any provisions of any agreement to which Seller is a party or to which it is subject. The parties shall cooperate, including, without limitation, executing any other documents, following the Closing, as is reasonably necessary to effectuate the intent of all of the terms and conditions set forth in this Agreement.

Section 9.06. PSA Conditions Precedent. The obligation of Buyer to proceed to the Closing is subject to the satisfaction of each of the following conditions (individually, a "PSA Condition Precedent" and, collectively, the "PSA Conditions Precedent"):

(A) The Property is not in violation, nor has been or is currently under investigation for violation, of any federal, state, or local law, ordinance, or regulation relating to industrial hygiene, worker health and safety, or environmental conditions in, at, on, under, or about the Property, including soil and groundwater conditions; there has been no discharge, migration, or release of any Hazardous Substance from, into, on, under, or about the Property; and

(B) There shall have been no adverse change in the physical condition of the Property or any utility serving the Property.

Section 9.07. Failure to Satisfy Conditions Precedent. If any of the PSA Conditions Precedent are not satisfied as of the Closing Date, Buyer shall have the right, at its sole option, to (a) terminate this Agreement, whereupon the Deposit shall be promptly returned to Buyer and neither party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this Agreement, or (b) waive such PSA Conditions Precedent and proceed to the Closing. In addition to the foregoing, to the extent that the failure of any of the PSA Conditions Precedent is caused by a Seller's Default, as defined in Section 14.02, Buyer shall be entitled to pursue its rights and remedies in accordance with the terms of Section 14.02.

ARTICLE X REAL ESTATE BROKERS

The parties each represent to the other that there are no real estate brokers, salespeople, finders, or consultants who are or were involved in the negotiation and/or consummation of this transaction.

ARTICLE XI ESCROW

If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit, any monies, any Letter of Credit, and/or any documents which it holds, or as to whom the same are to be delivered, Escrow Agent will not be obligated to make any delivery, but in such event, may hold the same until Escrow Agent receives an authorization, in writing, signed by Seller and Buyer directing the disposition of the same, and, if either party would be entitled to the Deposit, monies, or documents held by Escrow Agent, the parties shall promptly execute a joint written authorization upon the request of the other party hereto. In the absence of such joint authorization, Escrow Agent may hold the Deposit, monies, or documents in its possession until the final determination of the rights of the parties in an appropriate proceeding. If such joint written authorization is not given or proceedings for such determination are not begun and diligently continued, Escrow Agent may, but is not required to, bring an appropriate action or proceeding for leave to deposit said funds or documents in court, pending such determination. Notwithstanding the foregoing, if this Agreement is terminated pursuant to either Section 4.03 or Section 15.14 hereof, Escrow Agent shall return the Deposit to Buyer without the need for joint written instructions. Escrow Agent shall not be responsible for any acts or omissions of Escrow Agent, unless the same are a result of its gross negligence, willful misconduct or fraud. Otherwise, provided Escrow Agent acts in accordance with this Agreement, Escrow Agent shall have no liability following the delivery of any funds or documents which Escrow Agent holds pursuant to this Agreement. If Escrow Agent elects to bring an appropriate action or proceeding in accordance with the terms of this Agreement, then Escrow Agent shall be entitled to recover all of its reasonable attorneys' fees and costs incurred in connection with the action from the party not entitled to receive the Deposit, monies, or documents as determined by a court of competent jurisdiction. The parties will hold Escrow Agent harmless from and indemnify it against any costs or liabilities, including reasonable attorneys' fees and costs, resulting from any action brought against Escrow Agent, unless due to Escrow Agent's willful misconduct, gross negligence, or fraud.

ARTICLE XII NOTICE

Section 12.01. Notice and Addresses. All notices required or desired to be given under this Agreement shall be in writing and sent by (a) hand delivery, (b) certified mail, return receipt requested, (c) FedEx or similar overnight service, or (d) electronic mail as long as notice is also provided through the method in the foregoing clauses (a), (b), or (c) as herein described. All notices shall be addressed to the party being noticed and shall be deemed to have been given (i) when delivered if by hand delivery, (ii) three (3) business days after deposit in a United States Post Office or official letter box if sent by certified mail, (iii) one (1) business day after timely

deposited in a FedEx or similar overnight service depository, or (iv) upon transmission by the sender if sent by electronic mail. All notices shall be delivered or sent prepaid for the specified service by the party giving notice and shall be addressed as follows:

SELLER: City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, Florida 32922

Copy To: Garganese, Weiss, D'Agresta & Salzman, P.A.
Attn: Anthony Garganese, City Attorney
111 N. Orange Avenue, Suite 2000
Orlando, FL 32801

BUYER: LENNAR HOMES, LLC
3931 RCA Boulevard, Suite 3105
Palm Beach Gardens, Florida 33410
Telephone No.: (561) 345-6710
Attn: Michael Meyers
E-Mail: michael.meyers@lennar.com and
brad.miller@lennar.com

Copy To: LENNAR CORPORATION
5505 Waterford District Drive, 5th Floor
Miami, Florida 33126
Attn: General Counsel
E-Mail: mark.sustana@lennar.com

Copy To: LAWTON WHITEMAN LAW
102 NE 1st Avenue, Suite 200
Delray Beach, Florida 33444
Telephone No.: (305) 335-1307
Attn: Jason Whiteman, Esquire
E-Mail: jason.whiteman@lwl-law.com and
staci.campbell@lawtonwhiteman.com

ESCROW AGENT: CALATLANTIC NATIONAL TITLE SOLUTIONS, LLC
5505 Waterford District Drive, Suite 503
Miami, Florida 33126
Telephone No.: (305) 485-2052
Attn: Margarita Calderon
E-Mail: margarita.calderon@CalAtl.com

Copy To: CALATLANTIC NATIONAL TITLE SOLUTIONS, LLC
5505 Waterford District Drive, Suite 503
Miami, Florida 33126
Telephone No.: (305) 485-4136
Attn: Jill Anderson Blanco
E-Mail: Jill.Blanco@CalAtl.com

or to any other address hereafter designated by any of the parties, from time to time, in a written notice sent in the manner set forth herein for giving notice.

Section 12.02. Attorneys. The respective attorneys for Seller and Buyer are hereby authorized to give and receive any notice pursuant to this Agreement on behalf of Seller or Buyer, as the case may be.

ARTICLE XIII CONDEMNATION AND MORATORIUM

Section 13.01. Condemnation. If, prior to the Closing, all or any portion of the Property is taken by eminent domain or is the subject of a pending taking which has not been consummated (collectively, a “Taking”), Seller shall so notify Buyer in writing no later than five (5) days after receipt of Seller’s notice of a Taking, and Buyer shall have the option to either (a) terminate this Agreement or (b) proceed with the Closing in accordance herewith. Buyer shall have the right, but not the obligation, to contest and negotiate the amount of money offered for a Taking, as well as any of the terms related thereto. If this Agreement is terminated by Buyer pursuant to subsection (a), the Deposit shall be promptly returned to Buyer and neither party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this Agreement. If Buyer has not elected to terminate this Agreement pursuant to subsection (a), Seller shall assign to Buyer at the Closing all sums that are to be awarded for the Taking and shall pay to Buyer any sums received by Seller prior to the Closing for the Taking. Buyer shall thereafter be entitled to receive and keep any awards for the Taking by eminent domain. The Closing Date shall be extended for a period of time equal to the amount of time afforded to Buyer to provide Seller with notice of its election under this Section.

Section 13.02. Moratoria. If, at the time of the Closing, there is a moratorium, or threat thereof, regarding any aspect of the Buyer’s development of the Property with thirty-two single family homes, Buyer shall have the right to extend the Closing for a period not to exceed one hundred eighty (180) days, at which time if a moratorium, or threat thereof, still exists, Buyer shall have the option to either (a) terminate this Agreement, whereupon the Deposit shall be promptly returned to Buyer and neither party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this Agreement or (b) waive such condition and proceed with the Closing in accordance herewith. If Buyer chooses to proceed with the Closing, the Closing shall occur within ten (10) days of Seller’s receipt of Buyer’s notice waiving such condition.

ARTICLE XIV DEFAULTS

Section 14.01. Buyer's Default. In the event of any default by Buyer (a “**Buyer's Default**”), including, but not limited to, the failure of Buyer to close this transaction, the parties acknowledge it would be impossible to ascertain the amount of damages suffered by Seller and, therefore, the parties agree that in such event, the Deposit shall be paid to and accepted by Seller and Seller shall be entitled to draw upon the Irrevocable Standby Letter of Credit submitted with the Buyer's RFP Proposal as provided by the Development Agreement as full and liquidated damages and as Seller's sole and exclusive remedy and each of the parties shall thereafter be released of any further liability or responsibility hereunder, except for the obligations that expressly survive termination of this Agreement.

Section 14.02. Seller's Default. In the event of any default by Seller (a “**Seller's Default**”), Buyer shall be entitled to terminate this Agreement and receive a prompt refund of the Deposit and any other remedy provided by the Development Agreement. However, nothing in this Section shall limit Buyer's remedies at law or in equity after the Closing as to all representations, warranties, indemnities, and other obligations of Seller contained in this Agreement that by the terms of this Agreement survive the Closing or any earlier termination of this Agreement. Notwithstanding any provision contained in this Agreement to the contrary, in the event that specific performance is not available as a remedy, then Buyer may exercise all remedies available at law or in equity.

Section 14.03. Notice and Cure Period. Buyer shall take no action with respect to a Seller's Default, and Seller shall take no action with respect to a Buyer's Default, until the non-defaulting party has given written notice to the defaulting party and the defaulting party has failed to cure the default within ten (10) days after receipt of such notice (“**Cure Period**”). If the expiration of the Investigation Period or the Closing Date shall occur during any Cure Period, the Investigation Period or the Closing Date, as applicable, shall automatically extend to the third (3rd) business day after such Cure Period.

ARTICLE XV MISCELLANEOUS PROVISIONS

Section 15.01. Choice of Law and Venue. This Agreement shall be construed and interpreted under the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically pre-empted by Federal law. Proper venue with respect to any state or federal litigation in connection with this Agreement shall be exclusively in Brevard County or, for federal actions, the Middle District of Florida, Orlando Division.

Section 15.02. Amendments. No amendment to this Agreement shall bind any of the parties unless and until such amendment is in writing and executed by Buyer and Seller, provided, however, any deadline or date set forth in this Agreement may be extended or otherwise modified by the parties via electronic mail so long as both Buyer and Seller (or respective counsel acting on behalf of Buyer or Seller) confirm approval of such modification or extension through electronic mail.

Section 15.03. Entire Agreement. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the parties and no prior written documents, and no prior or contemporary oral statements, representations, promises, or understandings not embodied in this Agreement shall be of any force and/or effect.

Section 15.04. Survival. Unless otherwise provided for in this Agreement, all of the terms and provisions of this Agreement, including, without limitation each party's representations and warranties, and obligations to indemnify, defend and hold harmless set forth in Section 4.01 and Articles X and XI of this Agreement shall survive the Closing or earlier termination of this Agreement.

Section 15.05. Assignment.

(A) All representations, warranties, covenants, conditions, and obligations herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

(B) Buyer shall have the right to assign its rights and/or obligations in this Agreement to as provided in the Development Agreement.

(C) Seller shall not be entitled to assign or transfer any interest in this Agreement or any interest in Seller, whether in whole or in part, directly and/or indirectly, by operation of law or otherwise.

Section 15.06. Interpretation. Captions and section headings contained in this Agreement are for convenience and reference only, and in no way do they define, describe, extend, or limit the scope or intent of this Agreement or any provision hereof. The terms and provisions of this Agreement have been fully negotiated between the parties and each party has been afforded the opportunity to engage, if such party desires, legal counsel to assist in the preparation, negotiation, and drafting of this Agreement. Accordingly, the terms and provisions of this Agreement shall not be interpreted for or against either Seller or Buyer as the drafting party. The terms "herein," "hereby," "hereof," "hereto," "hereunder," and any similar terms refer to this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used.

Section 15.07. Number and Gender. All of the terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

Section 15.08. Possession. Exclusive possession of the Property shall be delivered to Buyer at the Closing.

Section 15.09. Representations. All representations, warranties and covenants set forth herein are material and of the essence to this Agreement.

Section 15.10. Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing signed by the party against whom it is asserted, and any waiver of any provision of this Agreement shall be applicable only to the specific instance to which it is related

and shall not be deemed to be a continuing or future waiver as to such provision or a waiver as to any other provision.

Section 15.11. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

Section 15.12. Time Periods.

(A) Time shall be of the essence with respect to this Agreement. The calculation of the number of days that has passed during any time period prescribed in this Agreement shall be based on calendar days, unless otherwise expressly set forth herein, and shall commence on the day immediately following the action or event giving rise to the commencement of the period and shall expire on the last day of the time period. Furthermore, any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday recognized throughout the entire State of Florida or the United States of America, shall extend to the next full business day. The term “business day” as used herein shall not include Saturday, Sunday, and legal holidays recognized throughout the entire State of Florida and the United States of America. All times shall mean either eastern standard time or eastern daylight time as then currently applicable.

(B) Notwithstanding any provision contained in this Agreement to the contrary, Buyer shall not be obligated to make any payment hereunder, including, without limitation, payment of any portion of the Deposit, nor shall Buyer be obligated to close on the purchase of the Property under this Agreement, at any time during the last five (5) business days of the months of February, May, August, or November (each, a “**Blackout Period**”). Any payment that would otherwise be due during a Blackout Period shall be due and payable on the third (3rd) business day after the applicable Blackout Period. Any date set forth for the Closing that would occur during any Blackout Period shall occur on the third (3rd) business day after the applicable Blackout Period.

Section 15.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. To facilitate the execution and delivery of this Agreement, the parties may execute and exchange executed counterparts by e-mail in a PDF file to the other party or to the other party’s counsel. Signatures in a PDF file shall have the same legal effect as original signatures.

Section 15.14. CIC Approval. Notwithstanding any provision contained in this Agreement to the contrary, Buyer’s obligations under this Agreement are contingent upon Buyer’s receipt of the written approval of the Corporate Investment Committee of Lennar Corporation prior to the expiration of the Investigation Period. In the event Buyer fails to deliver to Seller written notice of such approval of said Corporate Investment Committee prior to the expiration of the Investigation Period, this Agreement shall be null and void and the Deposit shall be promptly returned to Buyer, and neither Seller nor Buyer shall have any further rights or obligations under the Agreement, except for those matters that expressly survive termination of this Agreement. No waiver of such condition shall be implied, but shall be expressed, if at all,

only by written notice from the Corporate Investment Committee of Lennar Corporation specifically waiving such condition.

Section 15.15. Radon Gas. In compliance with §404.056, Florida Statutes, Buyer is hereby made aware of the following: RADON GAS IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

Section 15.16. Litigation. In the event of any litigation arising from or related to this Agreement, each party shall bear their own attorneys' fees and costs incurred at all proceedings, including, without limitation, before trial, at trial, and all appellate levels.

Section 15.17. WAIVER OF TRIAL BY JURY. BUYER AND SELLER HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE, OR LIABILITY OF A PARTY HEREUNDER TO THE FULLEST EXTENT PERMITTED BY LAW. THIS WAIVER OF THE RIGHT TO A TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY BUYER AND SELLER. BUYER AND SELLER HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. BUYER AND SELLER FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY, REPRESENTATIVE, OR AGENT OF BUYER OR SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE, TO BUYER OR SELLER OR TO ANY AGENT OR REPRESENTATIVE OF BUYER OR SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) THAT THEY WILL NOT SEEK TO ENFORCE THIS WAIVER OF A RIGHT TO A JURY TRIAL. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS, AND/OR MODIFICATIONS TO THIS AGREEMENT.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit, in the form attached hereto as Exhibit “B”, which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

SELLER:

CITY OF COCOA, a Florida municipal corporation

By: _____

Name: Stockton Whitten

Title: City Manager

Date: _____

ATTEST:

APPROVED AS TO FORM AND
LEGALITY

By: _____

Monica Arsenault, City Clerk

By: _____

Anthony A. Garganese, City Attorney

BUYER:

LENNAR HOMES, LLC, a Florida limited
liability company

By: _____

Name: _____

Title: _____

Date: _____

ESCROW AGENT

(MICHAEL C. BLAKE SUBDIVISION PROJECT)

The undersigned agrees to act as Escrow Agent in accordance with the terms of this Agreement.

ESCROW AGENT:

**CALATLANTIC NATIONAL TITLE
SOLUTIONS, LLC**, a Delaware limited liability
company

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

[INCLUDE FOLIO NUMBER]

Lots 1 through 6 and 9 through 17 of the Michael C. Blake Subdivision, according to the map or plat thereof, as recorded in Plat Book 66, Page(s) 69, of the Public Records of Brevard County, Florida.

AND

Lots 7 and 14, Block 13, of Amended Map of College Park, according to the plat thereof, as recorded in Plat Book 5, Page 72, of the Public Records of Brevard County, Florida.

EXHIBIT "A"
LOCATION MAP



STONE STREET

BLAKE AVENUE

VALENCIA AVENUE

MANGO WAY

BARBARA JENKINS STREET

TEMPLE STREET

TYPICAL LOT DETAIL

MIN. 10' REAR SETBACK

MIN. 37' 0" DEPTH

MIN. 16' SIDE SETBACK

MIN. 10' 5" SIDE SETBACK

MIN. 20' MIN. W/ V

MIN. 10' 5" DEPTH

SHEET

EXHIBIT C BUILDING PLANS

Breeze Elevation A:



Breeze Elevation B:



Breeze Elevation C:



Cypress Elevation A:



Cypress Elevation B:



Cypress Elevation C:



Element Elevation A:



Element Elevation B:



Element Elevation C:



Belmont Elevation AM:



Belmont Elevation BM:



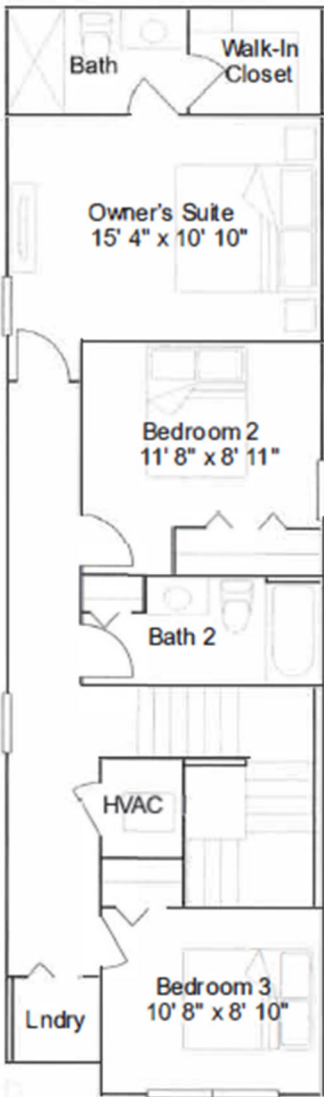
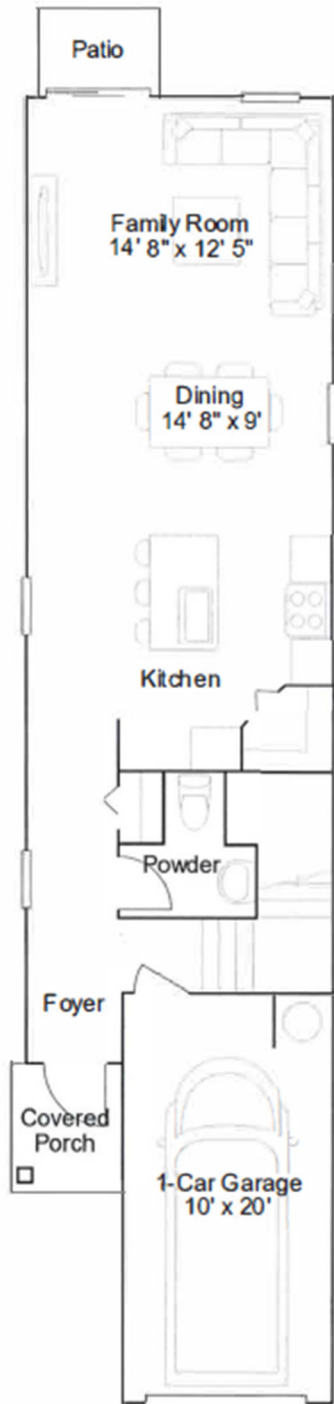
Belmont Elevation CM:



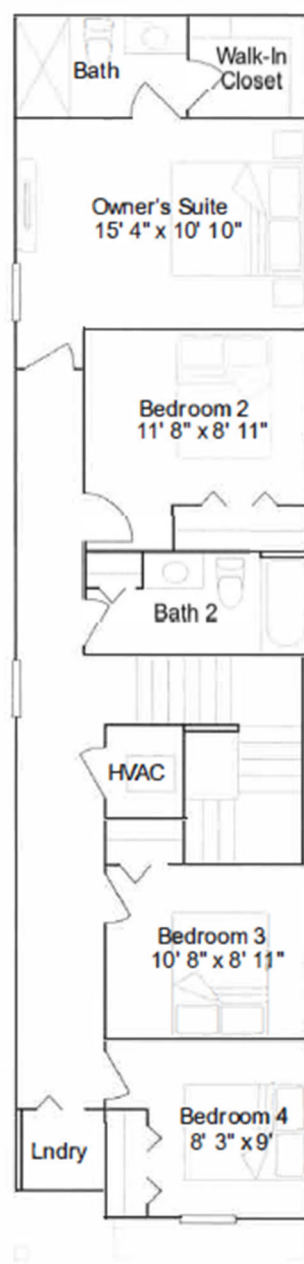
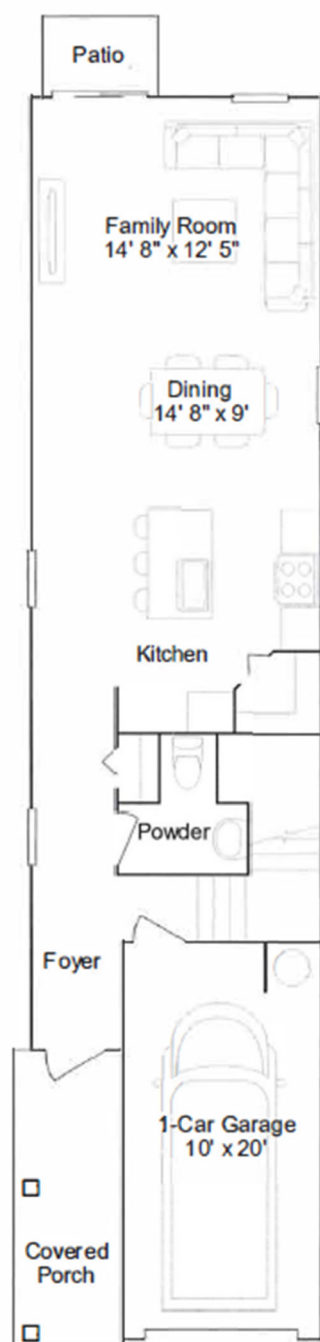
Breeze – 1,295 SF – 3 BR – 2.5 Bath



Cypress – 1,524 SF – 3 BR – 2.5 Bath



Element – 1,684 SF – 4 BR – 2.5 Bath



Belmont – 1,840 SF – 3 BR – 2 Bath



AFFIDAVIT OF PUBLICATION

Jennifer Webster, Planning & Zoning Dept.
Monica Arsenault
Cocoa City Hall
65 Stone Street
Cocoa FL 32922

STATE OF WISCONSIN, COUNTY OF BROWN

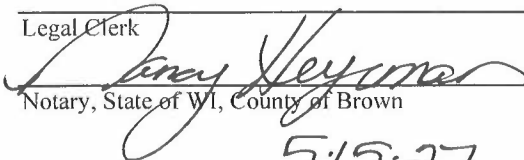
Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

02/26/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 02/26/2025

Legal Clerk


Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost: \$285.59

Tax Amount: \$0.00

Payment Cost: \$285.59

Order No: 11069006

of Copies:

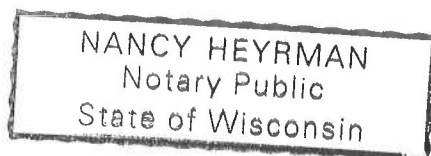
Customer No: 1127247

1

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.



Ad#11069006 2/26/2025
 CITY OF COCOA
 NOTICE OF PUBLIC HEARING
 NOTICE IS HEREBY GIVEN
 THAT
 THE PLANNING & ZONING
 BOARD/LOCAL PLANNING
 AGENCY
 AND THE COCOA CITY COUNCIL
 PROPOSE TO CONSIDER THE
 FOLLOWING:
 PZ 25-02800001 MICHAEL C.
 BLAKE SUBDIVISION - LENNAR
 HOMES DEVELOPMENT
 AGREEMENT FOR
 AFFORDABLE HOUSING
 CONSIDERATION OF A
 DEVELOPMENT AGREEMENT
 FOR AFFORDABLE HOUSING IN
 THE MICHAEL C. BLAKE
 SUBDIVISION IN COCOA,
 FLORIDA, SITUATED IN THE
 DIAMOND SQUARE COMMUNITY
 REDEVELOPMENT AREA,
 AFFECTING APPROXIMATELY
 2.83 ACRES OF CITY-OWNED
 PROPERTY, LOCATED
 GENERALLY ON MANGO
 AVENUE, VALENCIA AVENUE,
 AND BLAKE AVENUE
 BETWEEN BARBARA JENKINS
 STREET AND STONE STREET.
 THE AGREEMENT CALLS FOR
 THE DEVELOPMENT OF
 SEVENTEEN (17) EXISTING
 PARCELS OF REAL PROPERTY
 INTO THIRTY-TWO (32)
 AFFORDABLE, SINGLE-FAMILY
 HOMES WITH LOTS NOT LESS
 THAN THIRTY-SEVEN (37) FEET
 IN WIDTH AND NINETY-FIVE
 (95) FEET IN DEPTH. THE
 AGREEMENT ESTABLISHES
 BUILDING ELEVATIONS AND
 FLOOR PLANS FOR THE
 FUTURE HOMES AND
 DESCRIBES DEVELOPMENT
 SCHEDULES AND FUTURE
 PERMITTING REQUIREMENTS.
 CONSISTING OF THE
 FOLLOWING TAX ID NUMBERS:
 24-36-32-07*-5, 24-36-32-07*-6, 24-36-
 32-07*-9, 24-36-32-07*-10, 24-36-32-
 07*-4, 24-36-32-07*-11, 24-36-32-07*-
 3, 24-36-32-07*-12, 24-36-32-07*-2, 24-
 36-32-07*-13, 24-36-32-07*-1, 24-36-
 32-07*-14, 24-36-32-CC-13-7, 24-36-32-
 CC-13-14, 24-36-32-07*-15, 24-36-32-
 07*-16, 24-36-32-07*-17.

PLANNING & ZONING BOARD/
 LOCAL PLANNING AGENCY
 PUBLIC HEARING WILL BE
 HELD ON
March 5, 2025
 CITY COUNCIL PUBLIC
 HEARING WILL BE HELD ON
March 18, 2025
 ALL HEARINGS WILL TAKE
 PLACE AT 6:00 P.M. OR SOON
 THEREAFTER IN THE
 COCOA CITY HALL COUNCIL
 CHAMBERS LOCATED AT
 65 STONE STREET, COCOA, FL

General Notice Information:
 This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk, Monica Arsenault, at least 48 hours prior to the meeting by telephone at (321) 433-8484 or via email at marsenault@cocoafl.org. The City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and, for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law. The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:
 The public may inspect the agenda items, ordinances, and supporting documents at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451, or on the City's website at the following link prior to the meeting: <https://www.cocoafl.gov/291/20338/City-Meetings>. Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org. Viewing In Real Time. Interested persons may view and listen to the hearings live at the following internet address: <https://www.cocoafl.gov/291/20338/City-Meetings>. The City is not responsible for technical difficulties that may occur while viewing or listening online.

Ad Preview

Ad#11227385

04/16/25

**CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT
THE COCOA CITY COUNCIL**

PROPOSES TO CONSIDER THE FOLLOWING:

PZ 25-02800001 MICHAEL C. BLAKE SUBDIVISION – LENNAR HOMES DEVELOPMENT AGREEMENT FOR AFFORDABLE HOUSING CONSIDERATION OF A DEVELOPMENT AGREEMENT FOR AFFORDABLE HOUSING IN THE MICHAEL C. BLAKE SUBDIVISION IN COCOA, FLORIDA, SITUATED IN THE DIAMOND SQUARE COMMUNITY REDEVELOPMENT AREA, AFFECTING APPROXIMATELY 2.83 ACRES OF CITY-OWNED PROPERTY, LOCATED GENERALLY ON MANGO AVENUE, VALENCIA AVENUE, AND BLAKE AVENUE BETWEEN BARBARA JENKINS STREET AND STONE STREET. THE AGREEMENT CALLS FOR THE DEVELOPMENT OF SEVENTEEN (17) EXISTING PARCELS OF REAL PROPERTY INTO THIRTY-TWO (32) AFFORDABLE, SINGLE-FAMILY HOMES WITH LOTS NOT LESS THAN THIRTY-SEVEN (37) FEET IN WIDTH AND NINETY-FIVE (95) FEET IN DEPTH. THE AGREEMENT ESTABLISHES BUILDING ELEVATIONS AND FLOOR PLANS FOR THE FUTURE HOMES AND DESCRIBES DEVELOPMENT SCHEDULES AND FUTURE PERMITTING REQUIREMENTS. CONSISTING OF THE FOLLOWING TAX ID NUMBERS:

24-36-32-07-*-5, 24-36-32-07-*-6, 24-36-32-07-*-9, 24-36-32-07-*-10, 24-36-32-07-*-4, 24-36-32-07-*-11, 24-36-32-07-*-3, 24-36-32-07-*-12, 24-36-32-07-*-2, 24-36-32-07-*-13, 24-36-32-07-*-1, 24-36-32-07-*-14, 24-36-32-CC-13-7, 24-36-32-CC-13-14, 24-36-32-07-*-15, 24-36-32-07-*-16, 24-36-32-07-*-17.

CITY COUNCIL PUBLIC HEARING WILL BE HELD ON

April 22, 2025

**ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON
THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS
LOCATED AT 65 STONE STREET, COCOA, FL**

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk, Monica Arsenault, at least 48 hours prior to the meeting by telephone at (321) 433-8484 or via email at marsenault@cocoafl.org.

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

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

The public may inspect the agenda items, ordinances, and supporting documents at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451, or on the City's website at the following link prior to the meeting:

<https://www.cocoafl.gov/291/20338/City-Meetings>

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org.

Viewing In Real Time. Interested persons may view and listen to the hearings live at the following internet address: <https://www.cocoafl.gov/291/20338/City-Meetings> The City is not responsible for technical difficulties that may occur while viewing or listening online.

CITY COUNCIL AGENDA ITEM

Memo Date: April 22, 2025
Agenda Date: April 22, 2025
File ID: 2025-352
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action: Conduct a Public Hearing to obtain citizen input and comments on housing and community services needs and approve recommendations on the FY 2025-2026 CDBG and HOME program funding.

BACKGROUND:

For Fiscal Year 2025-2026, and based on last's year's allocation, the City anticipates receiving \$119,567 in Community Development Block Grant (CDBG) funds from the U.S. Department of Housing & Urban Development (HUD) as a direct entitlement. The City also anticipates receiving \$76,044 in HOME Investment Partnership Program (HOME) funds from HUD as part of the Brevard County HOME Consortium, which is composed of the cities of Cocoa, Melbourne, Palm Bay, Titusville, and Brevard County. The use of CDBG funds must meet one (1) of the three (3) National Objectives: benefit low/moderate income persons; eliminate or prevent slums or blight; or meet urgent needs. CDBG allows a maximum of 15 percent of the grant to be allocated to a public service agency and a maximum of 20 percent of the grant be allocated for staff administration.

HOME funds can only be used to address housing needs, such as: home purchase or rehabilitation financing assistance; build or rehabilitate housing for rent or ownership; or for other reasonable and necessary expenses related to the development of non-luxury housing, including site acquisition or improvement, and demolition of dilapidated housing to make way for HOME-assisted development. Additionally, some special conditions exist with HOME funds. The City must provide a 25 percent match for every dollar of HOME funds used (except for administrative costs) from nonfederal sources and at least 15 percent must be set-aside for Community Housing Development Organization (CHDO) activities, 7.43 percent is available for staff administration and the remaining allocation towards eligible HOME activities (2.57 percent is retained by Brevard County as lead agency).

All activities carried out with CDBG and HOME funds must be consistent with the priorities and needs of the five (5) year Consolidated Plan. The FY 2022-2027 Five (5) Year Consolidated Plan was adopted in 2022 and the one (1) year FY2024/2025 Action Plan was adopted in 2024. The FY 2025-2026 Action Plan will be submitted to Brevard County by July 10, 2025 for submission to HUD. Staff advertised a notice of funding availability along with a Request for Proposals (proposals) using the anticipated grant allocations. In addition to city staff generated

requests, four (4) proposals were received. All proposals were reviewed by a staff review committee. The committee consisted of: Florence Torbert, Housing Program Coordinator, Connor Williams, Grant Writer/Economic Development Specialist, Debra Harris-Germendia, Staff Accountant and Charlene Neuterman, Community Services Director.

Proposals were reviewed and evaluated according to the criteria below:

- A. Introduction (maximum of 10 points)
- B. Demonstration of Need (maximum of 15 points)
- C. Description of Target Clientele (maximum of 10 points)
- D. Measurable Outcomes (maximum of 5 points)
- E. Consolidated Plan Consistency (maximum of 10 points)
- F. Organizational Capacity and Capability (maximum of 15 points)
- G. Leveraging (maximum of 10 points)
- H. Financial Capacity (maximum of 20 points)
- I. Past Performance (maximum of 20 points)

The four (4) agencies that requested CDBG public service dollars were ranked by committee members as follows:

Agency	Salvation Army	Community Services Council - Aging Matters	Family Promise	Central Brevard Sharing Center
Florence T.	70	88	99	91
Charlene N.	63	86	91	89
Connor W.	64	96	90	88
Debra H.	40	71	72	59
Total:	237	341	352	327
Funding Order	4th	2nd	1st	3rd

The total amount of funds requested was \$35,162 and the city will have approximately \$17,935.05 available to support public services.

Based on a review of each agency's proposal and financial statements, the committee's recommendations are as follows.

CDBG Public Services - Maximum 15% allowed (\$17,935.05)

Name of Agency	Description of Services	Amount Requested	Amount Recommended
Central Brevard Sharing Center	Preparing meals for residents	\$10,000	\$4,483.76

Community Services Council	Meals on Wheels/Seniors at Lunch	\$9,162	\$4,483.76
Family Promise of Brevard	Transitional Housing	\$10,000	\$4,483.77
Salvation Army DV Shelter	Domestic Violence Shelter	\$6,000	\$4,483.76
CDBG Section 108 Loan Payments - \$77,718.55			
Section 108 Loan Program	Repayment of Section 108 Loan	N/A	\$77,718.55
CDBG Administration - 20% - \$23,913.40			
City Staff	Salaries	N/A	\$21,913.40
Fair Housing	Required Fair Housing	N/A	\$1,000
Total CDBG Allocation		\$119,567	

HOME Administration - 7.43%* Brevard County Staff Admin 2.57* - Total Admin 10%

City Staff Admin	Salaries	N/A	\$4,823.86
HOME CHDO & Housing Set Aside - \$58,431.64			
CHDO Housing Activity 15% Mandatory	N/A		\$9,738.61
Homebuyer Assistance	N/A		\$48,693.03
Total HOME Allocation			\$63,255.50

The award will be modified if any increase or decrease to funding occurs.

As required by the City's Citizen Participation Plan, staff are requesting the City Council hold a Public Hearing to obtain citizen input and comments on housing and community development needs and approve recommendations on the FY 2025-2026 CDBG and HOME program funding. Upon Council's approval, a 30-day public comment notice listing proposed projects along with the corresponding Action Plan will be advertised in the Florida Today newspaper. The notice will also inform the public of the date of the second and final Public Hearing, which will be held no earlier than May 27, 2025.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

Budgeted? N/A

No budgetary impact to the current Fiscal Year 2025 Budget as the allocations will take effect in FY 2025, beginning October 1, 2025.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Conduct a Public Hearing to obtain citizen input and comments on housing and community services needs and approve recommendations on the FY 2025-2026 CDBG and HOME program funding.



Community Services Department

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8520

www.CocoaFL.gov

December 23, 2024

TO ALL INTERESTED PARTIES

For Fiscal Year 2025-2026, the City of Cocoa anticipates receiving approximately \$119,567 in Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). Up to 15% of CDBG funds or maximum of approximately \$17,935.05 can be used for public services projects/programs. Additionally, the City expects to receive approximately \$63,000 in HOME Investment Partnership Program funds. HOME funds can only be used for affordable housing projects. Funds will be available after October 1, 2025.

If you have a project that is eligible under HUD regulations for funding through the CDBG or HOME program, please complete the Request for Proposal (RFP) package and submit it to the City of Cocoa, Community Services Department, no later than 12:00 p.m. on February 3, 2025.

A tentative Funding Program Schedule for the required public hearings is included in the RFP package. The proposed schedule also has a date listed for tentative recommendations to City Council.

Each Agency will be asked to give a brief three (3) minute overview of their RFP to City Council. This is a mandatory requirement of the RFP that a representative from your Agency attend the Council meeting, if your proposal is recommended for funding. If your proposal is not recommended, attendance is not required.

Technical Assistance will be provided from January 3, 2025, through January 22, 2025. If assistance is needed in completing the application, or if you have questions, please Florence Torbert at 321.433.8520, or ftorbert@cocoafl.gov.

All meeting locations are handicapped accessible. An interpreter may also be provided for non-English speaking persons with advanced notice to the City Clerk at 321.433.8488, at least two (2) days prior to the meeting date.

Sincerely,

Florence Torbert

Florence Torbert
Housing Program Coordinator
City of Cocoa

cc: Charlene Neuterman, Community Services Director

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

Stay Connected     



**CITY OF COCOA
COMMUNITY SERVICES DEPARTMENT**

HOUSING & NEIGHBORHOOD SERVICES

**Community Development Block Grant (CDBG) &
HOME Investment Partnership Program
RFP**

Award Period: October 1, 2025 – September 30, 2026

***CFDA No. 14.218 Community Development Block Grants/Entitlement
Grants CFDA No. 14.239: HOME Investment Partnerships Program***

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Notice to Potential Applicants

The purpose of this Request for Proposals (RFP) is to provide services to residents of the City of Cocoa consistent with the Cocoa City Council's approved plans and strategies.

The City of Cocoa Community Services Department, Housing & Neighborhood Services Division, is interested in funding a wide range of services for the residents within the City of Cocoa. Projects should enhance, expand or create services that contribute to a continuum of care that is comprehensive and consistent with the City of Cocoa's U.S. Department of Housing and Urban Development (HUD) approved FY 2022-2027 Consolidated Plan.

In growing numbers, service providers, governments, other funders and the public are calling for clearer evidence that the resources expended produce benefits for people. One move in this trend is the adoption of criteria in the selection of programs and services that impact on communities. This move toward accountability is fully supported by this RFP process.

All applicants requesting funding under this RFP will be considered based on their overall merit as determined through initial staff review and the Cocoa City Council's review and approval process. This RFP contains information and the required forms for potential applicants to apply and compete for FY 2025-2026 grant awards under this competition. Potential applicants are advised to read the materials carefully, particularly the information on the types of organizations that are eligible to apply for these grants, suggestions on how to prepare an application, the selection criteria used by the reviewers to evaluate each application and other special program requirements.

APPLICATION PROCEDURES

Submit the applications using a binder clip with a three-hole punch on the left side. No staples or bound copies please. Applications must be received on or before 12:00 pm on January 31, 2025, to the following address: City of Cocoa, Community Services department, Attention: Florence Torbert, Housing Program Coordinator, 65 Stone Street, Cocoa, Florida 32922.

Section 1: Overview Eligibility

Applications may be made by the governing bodies of 501 (c) 3, not-for-profit organizations, and governmental entities. Applicants must describe both their roles and responsibilities and that of any sub-grantee/contractors. This is not a pass-through grant program. The applicant will be legally, administratively, and fiscally responsible for the grant.

Providers of services must comply with all local, City and state licensing and/or accreditation/certification requirements. Additionally, all not-for-profit organizations must provide verification regarding past Suspension/Debarments. Documentation must be provided in the application in Appendix A, titled **Certifications & Forms**. Without documentation of licensure/accreditation (or a statement as to why licensure is not required) and past Suspensions/Debarment applications will be considered ineligible and will not be considered for review.

Availability of Funds

It is estimated that up to \$119,567 in CDBG funds will be available, of which \$17,935.05 is allocated for public services and \$101,631.95 for other CDBG eligible activities. There is approximately \$63,255.50 in HOME funds allocated to support eligible HOME/CHDO activities under this RFP. Actual funding levels will depend upon availability of funds.

Minimum Request

A minimum request of \$3,000 is required under this proposal process. Requests for less than \$3,000 will not be considered.

Period of Support

Annual awards will be distributed subject to availability of funds and progress on applicant outcomes. All agreements will begin October 1, 2025, and continue until September 30, 2026. Funds are provided quarterly, on a reimbursement basis. All funds must be expended prior to June 30, 2026.

Disqualifying Criteria

- Applications received after 12:00 p.m. on February 3, 2025
- Incomplete applications
- Applications which do not meet the following criteria:
 - Provide services within the City limits of Cocoa
 - Meet a National Objective
 - Meet a Consolidated Plan Strategy
- Applications that are for a continuation of service for existing public services but do not show an increased level of service
- No grace period will be allowed for missing components required. If supplemental information is requested by staff, that will be accepted.

Single Audit Requirements

Subrecipients are required to comply with the Federal Standards, 2CFR Part 200 Cost Principles, and Audit Requirements for Federal Awards. Subrecipients will comply and agree to adhere to the accounting principles and procedures required, utilizing adequate internal controls and maintaining necessary source documentation of all costs incurred.

Audits of States, Local Governments and Non-Profit Organizations specifically state that all non-federal entities that expend \$750,000 or more in a year in federal funds are required to have a single or program specific audit conducted for that year. Guidance on determining federal awards expended is provided in Section 205 of Subpart B. The most recent approved audit must be submitted. If an audit is not available, provide a note explaining the reason for not providing the documentation.

Selection Criteria

All proposals must address the selection criteria listed below. Each section below should be separated with either a tab or blank page. Narratives must be prepared on 8 ½ X 11 paper with twelve (12) inch font, and no more than one (1) inch margins.

- A. Introduction
- B. Demonstration of Need
- C. Description of Targeted Clientele
- D. Project Compliance
- E. Consolidated Plan Consistency
- F. Organization Capacity and Capability
- G. Leveraging of Funds
- H. Financial Capacity
- I. Past Performance with CDBG grants in Cocoa

Appeals Process

Applicants can file and appeal on a decision if they believe the decision is arbitrary and prevents them from providing services to very low-, low – or moderate-income households or if a proposal is approved with such conditions that providing services is not feasible. Applicants must be able to demonstrate that they have been unfairly denied approval of their application.

The appeal can be denied if the applicant does not meet the administrative and regulatory requirements to meet federal, state and local rules, City code or other conditions as determined by the City. Additional criteria for denying an appeal are as follows:

- If the applicant has debarment actions or any other legal encumbrance regardless of the merits of the proposal submitted.
- If the applicant defaulted on past loans or has unmet debt obligations with the City.
- Applicants do not exhibit financial stability or has present financial audit findings, comments or concerns due to limited funding.
- Funds are no longer available.

A written appeal must be received by the Community Services Department no later than March 3, 2025.

Technical Assistance

If technical assistance is needed prior to submittal of the proposal, please contact Florence Torbert at 321.433.8520 or ftorbert@cocoafll.gov between 8:00 a.m. and 5:00 p.m. Monday through Friday. A mandatory technical assistance workshop is required for any agency applying that has not received CDBG funds in the last five (5) years from the City of Cocoa. Please contact Florence Torbert to schedule the appointment.

Section 2: Program Description

Consolidated Action Plan

This plan describes the minimum statutory requirements for the Community Development Block Grant (CDBG) and Home Investment Partnership Grant (HOME) programs.

The Consolidated Plan is a five-year collaborative process whereby a community establishes a unified vision for community development actions with one-year updates each year. Consolidating the submission requirements offers local jurisdictions a better chance to shape the various programs into effective, coordinated neighborhood and community development strategies. It also creates the opportunity for strategic planning and citizen participation to take place in a comprehensive context, and to reduce duplication of effort at the local level.

The action plan is a one-year specific course of action for revitalization. It is the means to analyze the full local context and the linkages to the larger region. It builds on local assets and coordinates a response to the needs of the community. It integrates economic, physical, environmental, community and human development in a comprehensive and coordinated fashion so that families and communities can work together and thrive. The action plan also sets goals and performance benchmarks for measuring progress and establishes a framework for assessing new knowledge and experience to help add to a successful plan for revitalization.

The Community Development Block Grant (CDBG) Program

A. Background

The Community Development Block Grant Program (CDBG) was established by Congress through the Housing and Community Development Act of 1974, as amended, to provide local governments and residents with the funds needed to work in a comprehensive manner towards the improvement of the quality of life in low- and moderate-income areas. It consolidated the old categorical funding programs to allow for local flexibility in determining needs and to develop strategies to address those needs.

CDBG funds are distributed to areas and agencies, which are determined eligible for funding. Therefore, everyone in the City of Cocoa benefits from community development activities. Not only does community development enhance the quality of life, but it also provides a stepping-stone to public improvements in all types of community issues.

B. Overview of Primary Objectives

The primary objective of the CDBG program is the development of viable urban communities. The Community Development Department works toward meeting this objective, by providing decent housing, a suitable living environment and expanding economic opportunities, principally for people of low and moderate income.

Public Services

To utilize CDBG funds for public services, the services must be:

- A new service
- A quantifiable increase in the level of an existing service, which has been provided by the City or another entity on its behalf through State or local government funds in the twelve months preceding the submission of the grantee's Consolidated Plan Annual Action Plan to HUD.

National Objective

Each activity must address one of three national objectives:

- Benefit very low-, low- and moderate-income individuals
 - Area Benefit Activities
 - An area benefit activity is an activity which is available to benefit all the residents of an area

which is primarily residential, where at least 51% of the residents are low- and moderate-income people. Examples include street improvements; water and sewer lines; neighborhood facilities; and facade improvements in neighborhood commercial districts. The activity must meet one of the following qualifying criteria:

- A determination that there is a sufficiently large percentage of very low-, low- or moderate-income households in the service area, using the most recent Census data, together with the Section 8 income limits that would be applied at the time the information was collected.
- A determination of the percentage of very low-, low- and moderate-income residents by means of a survey of the service area. The survey must meet the statistical reliability standards and be approved by HUD.

○ Limited Clientele Activities

- Limited clientele activity is an activity which provides benefits to a specific group of people rather than everyone in an area generally. It may benefit residents without regard to the area in which they reside, or it may be an activity which provides benefit on an area basis but only to a specific group of people who reside in the area. In either case, at least 51% of the beneficiaries of the activity must be low- and moderate-income people. Examples include construction of a senior center; public services for the homeless; meals on wheels for the elderly; and construction of job training facilities for the handicapped. The activity must meet one of the following qualifying criteria:
 - The activity must benefit a clientele that is generally presumed to be principally low and moderate income such as abused children, battered spouses, elderly persons, handicapped persons, homeless persons, illiterate persons, and migrant farm workers; or
 - Information must be required on family size and income to document that at least 51% of the clientele are individuals whose family income does not exceed Section 8 low- and moderate- income limits; or
 - The activity must have income eligibility requirements which limit the activity exclusively to low- and moderate- income households, this requires having documentation (income, child support, bank statements) in files; or
 - The activities must be of such nature and in such location that it may be concluded that the activity's clientele will primarily be low- and moderate-income individuals.
- A special project directed for removal of material and architectural barriers, which restrict mobility, and accessibility of elderly or handicapped individuals to publicly and privately-owned non-residential buildings, facilities and improvements, and the common areas of residential structures containing more than one dwelling unit.
- Records to be maintained for each activity include:
 - Documentation showing that the activity is designed for and used by a segment of the population presumed by HUD to be low- and moderate-income individuals; or
 - Documentation describing how the nature of and, if applicable, the location of the activity established that it is used predominantly by low- and moderate-income individuals; or
 - Data showing the size and annual income of the family for each person receiving the benefit.

• Aid in the prevention or elimination of slum or blight

- An activity which aids in the prevention or elimination of slums or blight outside a slum or blighted area. Examples include the elimination of faulty wiring, falling plaster, or other similar conditions which are detrimental to all potential occupants; historic preservation of a public facility; and demolition of vacant, deteriorating, or abandoned buildings. The activity must meet the following qualifying criteria:
 - The activity must be designed to eliminate specific conditions of blight or physical decay on a spot basis.

- The activity must be limited to acquisition, clearance, relocation, historic preservation, and/or rehabilitation of buildings. Rehabilitation is limited to the extent necessary to eliminate specific conditions detrimental to public health and safety.
- Records to be maintained for each activity include:
 - A description of the specific condition of blight or physical decay treated. Include a description of the structure that details the conditions detrimental to public health and safety and the scope of the CDBG assisted rehabilitation.
- Meet community development needs that have a particular urgency in the City. Examples include major catastrophes or emergencies.
 - The activity must meet the following qualifying criteria:
 - Posing a serious threat to the health or welfare of the community.
 - Are of recent origin or recently became urgent.
 - The grantee is unable to finance on its own; and
 - Other sources of funds are not available
 - Basic Federal Role
 - Enact program and raise money to fund it
 - Allocate program funds among communities based on a formula
 - Establish minimum federal standards for the use and administration of program funds, including standards of eligibility, national objectives, citizen participation, equal opportunity, environmental protection, etc.
 - Monitor to ensure federal standards are met
 - Basic Local Rule
 - Identify the community development and housing needs of the community
 - Set short and long-term community development objectives that are in accordance with the primary objectives and the requirements of Title I.
 - Set local priorities in selecting which of the eligible activities are to be carried out.
 - Administer the implementation of chosen activities in a manner consistent with national standards and monitor the use of program funds to the local and national objectives.
 - Eligible activities - Consistent with the objectives stated under Section IV-B, the federal assistance provided in this program can be used for the support of community development activities, as seen on Code of Federal Regulations (CFR's), which are available for review at <http://www.hud.gov/offices/cpd/communitydevelopment/rulesandregs/regulations/index.cfm>.

The HOME Investment Partnership Grant (HOME) Program

A. Background

The HOME Program was created by the National Affordable Housing Act of 1990 (NAHA) and has been amended several times by subsequent legislation. The intent of the HOME Program is to provide affordable housing to lower-income households, expand the capacity of nonprofit housing providers, strengthen the ability of state and local governments to provide housing, and leverage private sector participation. Under the HOME Program, HUD allocates funds by formula among eligible State and local governments. Generally, HOME funds must be matched by non-federal resources. Participating jurisdictions may aid with eligible forms, including loans, advances, equity investments, interest subsidies and other forms of investment that HUD approves.

The City of Cocoa is a member of the HOME Consortium, which consists of Brevard County, and the Cities of Palm Bay, Melbourne, Cocoa, and Titusville. Brevard County is the lead agency of the HOME Consortium. HUD disburses all HOME funding for the Consortium to Brevard County. Brevard County subsequently allocates this funding to Consortium members on a reimbursement basis. The amount available to each municipality is determined by an allocation formula established by HUD.

Each participating entity must reserve a minimum of 15% of its annual allocation for activities undertaken by qualified Community Housing Development Organizations (CHDOs).

A CHDO is a private nonprofit, community-based organization that has obtained or intends to obtain staff with the capacity to develop affordable housing for the community it serves.

B. Overview of the Program Primary Objectives

State and local governments that become participating jurisdictions may use HOME funds to carry out multi-year housing strategies through:

- **Homeowner Rehabilitation:** HOME funds may be used to assist existing owner-occupants with the repair, rehabilitation or reconstruction of their homes.
- **Homebuyer activities:** Participating entities may finance the acquisition and/or rehabilitation or new construction of homes for homebuyers.
- **Rental Housing:** Affordable rental housing may be acquired and/or rehabilitated or constructed.
- **Tenant-based rental assistance (TBRA):** Financial assistance for rent, security deposits and, under certain circumstances, utility deposits may be provided to tenants. Assistance with utilities may only be provided in conjunction with a TBRA security deposit or monthly rental assistance program.

Please note that the estimated priority units and the estimated dollars to address these units have not been determined, therefore, those activities listed on Table 28 that received a high or medium, one or more units will be completed with an estimated \$1.00 value.

Identification and Summary of Consolidated Plan Priority Needs

- **Affordable Housing:** Preservation of existing housing stock/Rehabilitation of existing owner units, housing for special needs, housing for elderly, public housing modernization, development of single-family housing, affordable rental housing, fair housing training, and energy efficiency improvements.
- **Homebuyer Program:** Production of new owner units in Census Tract 623 and 626.
- **Public Facilities Improvements:** Public Facility improvements, such as community centers, parks, homeless facilities, drainage, street improvements, sidewalks, rehabilitation of low-income area schools.
- **Public Services:** Senior activities, youth activities, childcare services, anti-crime programs, mental health services and transportation services are high needs.
- **Neighborhood Services:** Code enforcement-initiated demolitions

Priority Needs

Table 17 – Priority Needs Summary

1	Priority Need Name	Affordable Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents
	Geographic Areas Affected	CENSUS TRACT 626 Census Tract 623 Jurisdictional
	Associated Goals	Fair Housing Compliance, Testing and Outreach Housing Rehabilitation Land Acquisition Planning and Administration
	Description	Preservation of existing housing stock/Rehabilitation of existing owner units, housing for special needs, housing for elderly, public housing modernization, development of single-family housing, affordable rental housing, fair housing training, and energy efficiency improvements
	Basis for Relative Priority	High need
2	Priority Need Name	Homebuyer Program
	Priority Level	High
	Population	Low Moderate Large Families Families with Children
	Geographic Areas Affected	CENSUS TRACT 626 Census Tract 623 Jurisdictional

	Associated Goals	Fair Housing Compliance, Testing and Outreach Planning and Administration
	Description	Production of new owner units
	Basis for Relative Priority	High Need
3	Priority Need Name	Public Facilities Improvements
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Victims of Domestic Violence Unaccompanied Youth Non-housing Community Development
	Geographic Areas Affected	CENSUS TRACT 626 Census Tract 623 Jurisdictional
	Associated Goals	Repayment of Section 108 Loan Guarantee Public Facilities Improvements Planning and Administration
	Description	Public facility improvements, such as community centers, park improvements, homeless facilities, drainage, street improvements, sidewalks, rehab of low- income area schools, etc. in areas of low- and moderate-income concentration or to at risk populations
	Basis for Relative Priority	High need

Priority Need Name	Public Services
Priority Level	High
Population	Extremely Low and Low Moderate Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
Geographic Areas Affected	CENSUS TRACT 626 Census Tract 623 Jurisdictional
Associated Goals	Public Services Planning and Administration
Description	Senior Activities, youth activities, childcare services, anti-crime programs, mental health services and transportation services were listed as high needs
Basis for Relative Priority	High need
Priority Need Name	Neighborhood Services
Priority Level	High

Population	Extremely Low and Low Moderate Large Families Families with Children Elderly Public Housing Residents
Geographic Areas Affected	CENSUS TRACT 626 Census Tract 623 Jurisdictional
Associated Goals	Spot Demolition/Clearance Planning and Administration
Description	Code enforcement-initiated demolitions and code enforcement
Basis for Relative Priority	High need

Narrative (Optional)

Every five (5) years the City of Cocoa undertakes a process which includes public input and citizen participation to develop a five (5) year Consolidated Plan in collaboration with a one (1) year Action Plan that describes actions, projects and programs that will take place during the upcoming plan year(s) to address the priority needs and specific objectives identified in the strategic plan section of the five (5) year Consolidated Plan.

(Limits change annually)
Annual Median Income (AMI)
Effective May 1, 2024

Family Size	30% AMI	50% AMI	60% AMI	80% AMI
1	19,900	33,100	39,720	52,950
2	22,750	37,800	45,360	60,500
3	25,600	42,550	51,060	68,050
4	28,400	47,300	56,760	75,600
5	30,700	51,050	61,260	81,650
6	32,950	54,850	65,820	87,700
7	35,250	58,650	70,380	93,750
8	37,500	62,450	74,940	99,800

- If income exceeds 120% AMI, the household is not eligible for assistance.

Checklist

All of the items listed below must be included in the order and amount listed or the submitted application package is incomplete. No incomplete applications will be accepted or considered for funding. A binder clip should be used to secure the copies together.

ONE (1) COPY OF EACH, THREE (3) HOLE PUNCHED:

1. Certifications
2. Letters of Commitment (if applicable)
3. Agency Organization Chart
4. Articles of Incorporation/By-Laws (if applicable)
5. State Certification of Corporate Status (if applicable)
6. List of Board of Directors
7. 501 (c) (3) Certification (if applicable)
8. Latest IRS 990 files (if applicable)
9. Audit Report and Management Letter or Financial Statement for both the program and Agency
10. Copy of Insurance for Project Activities (if awarded funding, a copy of the Insurance Certificate listing the City as additional insured is required)
11. Job Descriptions/Resumes of Administrator & Key Program Staff

FIVE (5) COPIES OF EACH, THREE (3) HOLE PUNCHED:

1. Subrecipient Activities Application Cover Page (one (1) signed original and four (4) copies) and response to the eight (8) proposal questions.

PROPOSAL REQUIREMENTS

Applications will be reviewed and evaluated according to the criteria below. The points noted for each criterion indicate the maximum number of points the reviewers may assign if the application is considered to have sufficient merit for scoring. The assigned points will be used to calculate a raw score that will be converted to the official priority score.

MINIMUM SCORING CRITERIA:

At a minimum, all applications must meet the following threshold requirements:

- Agency must be a public entity or non-profit organization 501 (c)(3)
- Must address one of the three National Objectives
- Must address one or more of the Consolidated Plan Priority Needs
- Must assure the City that it will conduct its business in compliance with the non-discrimination requirements of the City, State, and Federal governments, as applicable
- Must maintain accounting records in accordance with general accepted accounting practices 2CFR Part 200 Cost Principles and Audit Requirements for Federal Awards.

The next few pages begin with the proposal document that is required to be submitted.

PROGRAM INFORMATION

Program Name:			
Amount of CDBG Grant Funds Requested:			
Type of Application: (Circle One)	New	Enhancement	Expansion
Number of Participants:		Cost per Participant:	
Program Director's Name:			
Program Director's Telephone Number:		Email Address:	
Physical Address:			
Mailing Address:			

AGENCY INFORMATION

Agency Name & Chief Executive Officer Name:	
Mailing Address:	
City:	Zip Code
Telephone Number of CEO:	
Email Address of CEO:	
Federal Tax Identification Number (EIN):	
Name of Fiscal Officer:	
Fiscal Officer's Telephone Number:	

PROGRAM CERTIFICATION

I do hereby certify that all facts, figures, and representations made in the application are true and correct. Furthermore, all applicable statutes, terms, conditions, regulations, and procedures for program compliance and fiscal control will be implemented to ensure proper accountability of grant funds. I certify that the funds requested in this application will not supplant funds that would otherwise be used for the purposes set forth in this project. The filing of this application has been authorized by the contracting entity and I have been duly authorized to act as the representative of the agency in connection with this application. I also agree to follow all terms, conditions and applicable federal and state statutes.

 AUTHORIZED OFFICIAL'S NAME (PRINT)

 AUTHORIZED OFFICIAL'S TITLE

 AUTHORIZED OFFICIAL'S SIGNATURE

 DATE

Please select only one for each of the following categories:

1. **CDBG Request:** ☐ New Project
☐ On-going Support (only if City provided CDBG funds in 24/25 to support this project)

2. **CDBG Eligible Category:**

☐ Public: (Social) Services ☐ Public Facilities/Improvements
☐ Special Economic Development ☐ Acquisition of Real Property
☐ Housing/Special Activities by Sub-recipients

3. **National Objective Compliance:**

☐ Benefit low-/moderate-income individuals (incomes under 80% of median income)
☐ Addressing slum or blight

4. **Low and Moderate Benefit:** ☐ Area Benefit ☐ Limited Clientele ☐ Housing

5. **Local Priorities:**

☐ Meals/Food ☐ Child Care Services ☐ Mental Health Services
☐ Senior Programs ☐ Transitional Homeless Services ☐ Youth Programs
☐ Special Needs Programs ☐ Transportation Services ☐ Other (Specify): _____

6. **Performance Measurement:**

☐ New or continuing access to a service ☐ Benefit improved access to a service
☐ Receive a service or benefit that is no longer substandard

1. **Introduction:** Describe the goals of your agency/organization, years in operation, types and sources of funding received last year, type of services provided, the number and characteristics of clients served.
2. **Demonstration of Need:** Provide a detailed description of the proposed service/project to be carried out with the funds requested. Discuss how the service/project providers benefit low-income individuals and if it addresses a community need(s). Describe the extent to which the proposed project will enhance, expand, or create available services and if the services are currently available by your agency/organization. If the proposed project is a new service, provide in detail a description of how the new service will meet current unmet community needs. If the proposed project/service is currently being provided by other service providers in the same area, describe all efforts made to partner with these entities.
3. **Description of Targeted Clientele:** Describe the targeted recipients (number to be served, demographics, special circumstances, etc.), and the goals and objectives of the proposed project. Certain classes of individuals are presumed to be low-income and eligible for CDBG assistance as a group (not as individuals). Identify if they are in one of the following categories: seniors, severely disabled adults, homeless, battered spouses, abused/neglected children and youth, illiterate adults, and migrant farm workers. Please indicate whether the proposed assisted recipients will be paying a fee for the service and if so, indicate the amount. Indicate total number of clients served at a cost of _____ each for a total amount of _____.
4. **Consolidated Plan Consistency:** Identify the 2022-2027 Consolidated Plan Priorities the proposed project will address, and the priority need level of high, medium or low. Describe the extent to which the achievement of the project goals will support, expand or enhance the capacity of the City of Cocoa to carry out the strategies defined in the HUD approved 2022-2027 Consolidated Plan for Cocoa.
5. **Organization Capacity and Capability:** Describe the capacity of your organization to carry out the proposed project (financial resources, staff capacity and experience of the organization with similar projects and activities). If the project is a new activity or will require additional staffing and resources, describe how your organization will secure those resources in the time needed to carry out the proposed activity. Provide detailed information on individuals that will be assigned to this project/activity (job titles, prior experience, resumes of key staff, etc.). Identify whether your agency has a personnel policy manual with affirmative action plans and a grievance procedure. If not, explain why not.
6. **Leveraging:** Matching funds are not required but will enhance your proposal by showing leverage. Matching funds are the other non-CDBG funds that will be used in conjunction with the CDBG request to complete the project. Matching funds can include cash, loans, in-kind contributions, state or federal grants. Identify any funding sources that your Agency will use to leverage the CDBG funds requested in this proposal.
7. **Financial Capacity:** As a separate attachment, include the Agency's latest Audit Report and Management Letter or Financial Statement for both the program and the Agency. Identify any material weaknesses or findings and what the Agency has done to remove them.
8. **Past Performance:** Identify any Cocoa CDBG funds that have been awarded in the last five (5) years. Identify the amount of funds awarded and how much was expended. Identify the number of clients the Agency was contractually required to assist and how many were assisted each of the last five years. Identify any monitoring issues that were identified by Cocoa staff during the annual monitoring review.

**CERTIFICATIONS
&
FORMS**

Certifications - Suspension/Debarment Form

1. **Certification Regarding Debarment and Suspension:** The undersigned (authorized official of the Agency) certifies that to the best of their knowledge and belief, the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
 - a. Are presently not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency.
 - b. Have not within a 3-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. Not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification. AND
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension", in eligibility and "Voluntary Exclusion-Lower Tier Covered Transaction" in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. **Certification Regarding Drug-Free Workplace Requirements:** The undersigned certifies that the applicant will provide a drug-free workplace in accordance with 45 CFR Part 76 by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace.
 - ii. The grantee's policy of maintaining a drug-free workplace.
 - iii. Any available drug counselling, rehabilitation and employee assistance programs.
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee engaged in the performance of the grant be handed a copy of the statement required by paragraph (a) above.
 - d. Notify the employee if the statement required by paragraph (a) above, that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement, and
 - ii. Notify the employer in writing of their conviction for a violation of a criminal drug offense occurring in the workplace no later than five calendar days after such conviction/
 - e. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the above paragraphs in Section 2.
3. **Certification Regarding Environmental Tobacco Smoke:** F.S. 386.201-212, the Florida Clean Indoor Air Act, has as its purpose to protect people from the health hazards of secondhand tobacco smoke and vapor and to implement the Florida health initiative in s. 20, Art. X of the State Constitution. It is the intent of the Legislature to not inhibit, or otherwise obstruct, medical or scientific research, or smoking or vaping cessation programs approved by the Department of Health.
 - a. The proprietor or other person in charge of an enclosed indoor workplace must develop and implement a policy regarding the smoking and vaping prohibitions established in this part. The policy may include, but is not limited to, procedures to be taken when the proprietor or other person in charge witnesses or is made aware of a violation of

s. 386.204 in the enclosed indoor workplace and must include a policy which prohibits an employee from smoking or vaping, or both, in the enclosed indoor workplace.

- b. The department and the Department of Business and Professional Regulation may, in consultation with the State Fire Marshal, adopt rules pursuant to ss. 120.536(1) and 120.54 to implement the provisions of this part within each agency's specific areas of regulatory authority.

By signing the certification, the undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking/vaping within any portion of the indoor facility used for the provision of services as defined by the Act.

The applicant organization agrees that it will require language of this certification be included in any sub-awards, which contain provisions for services and that all subrecipients shall certify accordingly.

The City of Cocoa strongly recommends all grant recipients to provide a smoke/vape-free workplace and promote the non-use of tobacco/vaping products.

Signature of Authorized Certifying Official

Title

Applicant Organization

Date

Budget

Section A - Budget Summary First Year

Estimated Un-Obligated Funds			
Grant Project Function or Activity	City of Cocoa	Other Funding Sources	Total
Program #1	\$	\$	\$
Program #2	\$	\$	\$
Total	\$	\$	\$
Remarks/Suggestions:			

Section B - Budget Categories First Year

Object Class Categories	Grant Program, Function or Activity		Total
	Program 1	Program 2	
Cost Per Participant	\$	\$	\$
Other Costs	\$	\$	\$
Total	\$	\$	\$

Section C - Forecasted Cash Needs

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
City of Cocoa	\$	\$	\$	\$	\$
Non-City of Cocoa	\$	\$	\$	\$	\$
Total	\$	\$	\$	\$	\$

Section D - Budget Estimates of the City of Cocoa Funds Needed for the Balance of the Project

Grant Project		Future Funding Periods (in Years)		
	Grant Year	Second Year	Third Year	Fourth Year
Program #1	\$	\$	\$	\$
Program #2	\$	\$	\$	\$
Totals	\$	\$	\$	\$

Section E - Add Any Other Budget Information Below

CITY OF COCOA
COMMUNITY SERVICES DEPARTMENT
FY 2025 – 2026 COMMUNITY DEVELOPMENT BLOCK GRANT & HOME GRANT

TENTATIVE FUNDING PROGRAM SCHEDULE

DATE	ACTIVITY
January 2, 2025	Availability of Funding ADVERTISEMENT in Florida Today
January 2, 2025	Applications available to public
January 3 - 22, 2025	Technical assistance provided by City staff
February 3, 2025	Application Deadline - 12:00 p.m.
February 4 - 18, 2025	Staff reviews proposals for eligibility and provides initial recommendations
February 21, 2025	Review Committee Meeting
February 25, 2025	Notification of recommendations to Agencies
March 3, 2025	Last day for Appeals - 12:00 p.m.
March 4, 2025	Advertise Public Hearing #1 Ad in Florida Today
March 25, 2025	City Council Meeting 6:00 p.m. - Recommendation to Council - Presentation required by Recommended Agencies
March 26 - April 24, 2025	Advertisement of FY 2025-2026 Action Plan for required 30-day public comment period and notification of Final Public Hearing
April 24, 2025	30-day public comment period ends
May 27, 2025	City Council Meeting 6:00 p.m. - Final Public Hearing and Council approval of Action Plan
June-July 2025	Deadline for submission of Action Plan to County
August 1, 2025	Deadline for submission of Action Plan to County
October 1, 2025	FY 2025 - 2026 Funds become available

NOTE: Meetings held at Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922. Dates are **TENTATIVE** and are subject to change. If there are any questions, please contact the Community Services Department, Housing Program Coordinator, Florence Torbert at 321-433-8520, between 8:00 a.m. - 5:00 p.m., Monday through Friday.

Appeals Process: A written appeal must be received in the Community Services Department no later than 12:00 p.m. on March 3, 2025.



Florida

PO Box 631244 Cincinnati, OH 45263-1244

GANNETT

AFFIDAVIT OF PUBLICATION

CITY OF COCOA (TE)
Accounting Division
City Of Cocoa - Te
65 Stone ST
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

04/02/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 04/02/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$211.07
Tax Amount: \$0.00
Payment Cost: \$211.07
Order No: 11185284 # of Copies: 1
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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

AD#11185284 4/2/2025
NOTICE OF PUBLIC HEARING
PROGRAM YEAR 2025/2026 CDBG
& HOME ACTION PLAN
PROPOSED FINAL STATEMENT
OF OBJECTIVES AND USE OF
FUNDS

The City of Cocoa expects to receive \$119,567.00 in Community Development Block Grant (CDBG) Entitlement funds and \$63,255.50 in HOME Investment Partnership funds for program Year 2025-2026. Funds may be used for eligible activities, such as housing rehabilitation, land acquisition, public services, repayment of Section 108 Loan guarantee, public facilities and improvements, or demolition and clearance. The Cocoa City Council will hold a second and final public hearing on Tuesday, May 27, 2025, at 6:00 pm in Council Chambers, located at 65 Stone Street, to make available final comments on the proposed final statement of objectives and projected use of funds for program year 2025-2026 Action Plan.

The purpose of the City's Community Development Block Grant Program is the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for people of low/moderate income. The HOME program funds support housing and housing related services provided to low/moderate income households. PROPOSED FINAL STATEMENT OF CDBG PROJECTS FOR PROGRAM YEAR 2025-2026 PUBLIC SERVICES:

Community Services Council (meals on wheels & seniors at lunch) \$4,483.76
Central Brevard Sharing Center (community kitchen) \$4,483.76
Salvation Army (meals in domestic violence shelter) \$4,483.76
Family Promise (rental/mortgage assistance, emergency shelter) \$4,483.77

CDBG OTHER AND PUBLIC FACILITIES IMPROVEMENTS: Repayment of Section 108 Loan Guarantee \$77,718.55 ADMINISTRATION: CDBG Administration and Operational funds \$22,913.40

Fair Housing Education & Outreach \$1,000.00
TOTAL CDBG FUND \$119,567.00
PROPOSED FINAL STATEMENT OF HOME PROJECTS FORPROGRAM YEAR 2025-2026

HOUSING: CHOD \$9,738.61
HOME: Housing Activity \$48,493.03
HOME: Administration and Operational funds \$4823.86
TOTAL HOME FUNDS \$63,255.50

Final CDBG & HOME allocations have been awarded, and project funding has been adjusted based on final grant allocation.

Copies of the City of Cocoa's 2024-2025 CDBG & HOME ACTION PLAN & PROPOSED PROJECTS are available online at <https://www.cocofl.org/143Housing-Neighborhood-Services>. Copies are also available at City Hall, by email request to fltorbert@cocofl.org or by calling (321) 433-8520. All citizens are invited and encouraged to make written comments beginning April 2, 2025, through April 21, 2025, at 12pm. The Final public hearing is scheduled for Tuesday May 27, 2025, at 6:00 pm, located at 65 Stone Street, Cocoa, FL 32922. Persons with disabilities or non-English speaking persons requiring special accommodations to participate in the hearing should contact Florence Torbert of the City of Cocoa at (321) 433-8520 within 72 week-day hours of the hearing. No comments received during placement of ad.

CITIZEN PARTICIPATION PLAN

CITY OF COCOA COMMUNITY SERVICES DEPARTMENT NEIGHBORHOOD SERVICES DIVISION

In accordance with CFR 24, Part 91 and Part 5, Subpart A, Section 5.158, the City of Cocoa is required to develop a Citizen Participation Plan and is hereby certifying that the following policies and procedures are being undertaken:

CONSULTATION

- When preparing the Citizen Participation Plan, the Consolidated Plan, the annual Action Plan, the Assessment of Fair Housing (AFH), and the Section 108 Loan Program, the City shall consult with other public and private agencies which provide housing, health, and social services (including those agencies focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons).
- When preparing the portion of the Consolidated Plan concerning lead-based paint hazards, the City shall consult with State or local health and child welfare agencies. The City shall examine existing data related to lead-based paint hazards and poisonings, including health department data on the addresses of housing units in which children have been identified as lead poisoned, if available.
- The City shall consult with local government agencies with metropolitan-wide planning responsibilities, particularly for problems and solutions that go beyond the City's jurisdiction.
- The City shall consult with the local public housing agency participating in an approved Comprehensive Grant program concerning consideration of public housing needs and planned Comprehensive Grant program activities. The City shall encourage the participation of residents of public and assisted housing developments in the process of developing and implementing the Consolidated Plan, Fair Housing Assessment, and the Section 108 Loan Program along with other low-income residents of targeted revitalization areas in which the developments are located. The City shall provide

information to the housing agency about Consolidated Plan activities related to its developments and surrounding communities so that the housing agency can make this information available at the annual public hearing required under the Comprehensive Grant program. Also, the City shall cooperate in providing resident programs and services and will help ensure that activities with regard to local drug elimination, neighborhood improvement programs, and resident programs and services, funded under the public housing program and those funded under a program covered by the Consolidated Plan are fully coordinated to achieve comprehensive community development goals.

ENCOURAGEMENT OF CITIZEN PARTICIPATION

The process of citizen participation shall be provided on a community-wide basis, to encourage citizens to participate in the development of the Citizen Participation Plan, the Consolidated Plan, any substantial amendments, annual Action Plan, and performance reports with particular emphasis on participation by persons of low- and moderate-income, particularly those living in slum and blighted areas and in areas where Community Development Block Grant (CDBG) funds are proposed to be used. The City will encourage the participation of all citizens, including residents of predominately low- and moderate-income neighborhoods, minorities, non-English speaking persons and persons with disabilities. All plans and reports shall be in a format accessible to persons with disabilities, upon request. Notices of public hearings and meetings will be circulated to local churches, made available to community groups, organizations and interested persons. Notices will be posted at strategic locations throughout the City, as well as advertised in a newspaper of general circulation.

The City will provide timely and reasonable notice to the public to receive comments on the Consolidated Plan, annual Action Plan, substantial amendments, and performance reports during the planning year. All comments will be reviewed by the City and shall be considered prior to the adoption of the particular plan or document. The City shall respond to any written responses or comments within fifteen (15) working days, where practical. The City will consult with the public housing agency to notify them of the availability of funding in relation to their housing needs and to provide information on the priority housing and non-housing needs for residents of public and assisted housing in the development of the Consolidated Plan and annual Action Plan. The City shall make available any performance reports to citizens and provide them reasonable notice and opportunity to comment. Reports shall be advertised in a newspaper of general circulation no less than fifteen (15) days prior to submission to U. S. Department of Housing & Urban Development.

FAIR HOUSING

In accordance with new regulatory requirements at 24 CFR Part 5, 24 CFR 5.158 and 5.164, community consultation and citizen participation will be encouraged in preparing and revising the City's Assessment of Fair Housing (AFH) to affirmatively further fair housing. The AFH will be prepared and submitted with each new five-year consolidated plan.

DEVELOPMENT OF THE CONSOLIDATED PLAN

The City of Cocoa shall make available to citizens, public agencies, and other interested parties information that includes the amount of assistance the City expects to receive (including grant funds and program income) and the range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate-income. The City shall indicate a plan for minimizing displacement of persons as a result of activities assisted with federal funds and to assist persons displaced as a result of such activities, specifying the types and levels of assistance the City shall make available (or require others to make available) to persons displaced, even if the City expects no displacement to occur. This will be accomplished via community meetings, public hearings, legal notices and posted notices at City Hall and throughout the community.

Also, the City shall make available in a newspaper of general circulation, a summary of the consolidated Plan, describing its contents and purpose, a list of the locations where copies of the entire proposed Consolidated Plan may be examined, and where the copies of the entire document can be reviewed. Copies of the Consolidated Plan, Assessment of Fair Housing, and Section 108 Loan Program Project will be provided at City Hall, the local library, and at the Brevard County Housing & Human Services Department. A reasonable number of free copies of the plan to citizens and groups shall be available upon request. The Plan process will provide for at least one public hearing during the development of the Consolidated Plan and provide a period, not less than thirty (30) days, to receive comments from citizens on the proposed Consolidated Plan. All comments received in writing, or orally at public hearings will be considered in preparing the final plan. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefor, shall be attached and submitted with the final Consolidated Plan.

PUBLIC HEARINGS

The City of Cocoa will provide for at least two (2) public hearings per year to obtain citizens' views and to respond to proposals and questions, to be conducted at a minimum of two (2) different stages of the program year. Together, the hearings shall address housing and community development needs, development of proposed activities, and review of program performance. The City shall obtain the views of citizens on housing and community development needs, including priority non-housing community development and Fair housing concerns, and shall provide at least one (1) of the hearings is held before the proposed Consolidated Plan is published for comment. Public hearings shall be advertised in a newspaper of general circulation one (1) week prior to the public hearing and information will be circulated to local churches, organizations, and at various locations throughout the community. Public hearings shall be held at times and locations convenient to potential and actual beneficiaries, and with accommodations for persons with disabilities.

In the event a significant number of non-English speaking residents are expected to participate at the hearings, the City will make arrangements for a suitable method of communication to be available to the group, providing a request is made at least two (2) working days prior to the public hearing.

MEETINGS

Citizens will be provided reasonable and timely access to local meetings. Additionally, notices will be sent various housing and community development agencies and posted throughout the City at least one week prior to the meeting date.

AVAILABILITY TO THE PUBLIC

If the City decided to amend or make substantial changes to the adopted Consolidated Plan, annual Action Plan, or performance reports, a public notice will be placed in a newspaper of general circulation making the modified plan available to citizens for review and comment in a form accessible to persons with disabilities, upon request.

ACCESS TO RECORDS

The City will provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records in relation to the consolidated Plan, annual Action Plan, substantial amendmentsperformance reports, and the City's use of assistance under the programs during the preceding five (5) years. All information shall be available to citizens at the City of Cocoa Community Services Office, which is currently located at 65 Stone Street, Cocoa, FL 32922.

TECHNICAL ASSISTANCE

The City, through the Community Services Department, will provide technical assistance to organizations and representatives of persons of low- and moderate-income that requests such assistance in developing proposals and understanding the process of requesting funds. The level and type of assistance will be determined upon the needs of each individual request. City staff will provide speakers to address any community or civic group wishing to obtain information regarding the program.

COMPLAINTS

The Community Services Director or Designee shall make every effort possible to respond in writing within fifteen (15) days to any written or oral complaint, when practical. A citizen may file a written complaint at any time to the U.S. Department of Housing and Urban Development at the following address:

U. S. Department of Housing and Urban Development
Jacksonville Office of Community Planning and Development
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

CRITERIA FOR AMENDMENTS

The City shall provide citizens with reasonable notice of, and opportunity to comment on, proposed changes in the adopted consolidated Plan and annual Action Plan if such change would result in: changes in the City's allocation priorities or a change in the method of distribution of funds; and/or carrying out an activity using funds from any program covered by the Consolidated Plan (including program income), not previously described in the annual Action Plan.

The City shall apply the following criteria in determining whether a change in an activity represents a substantial amendment. An activity shall be considered substantially changed if:

- The percentage of federal funds expended for the benefit of very low-, low-, and moderate-income persons falls below its required 70% as a result of any proposed increase or decrease in expenditures for any one project or activity.
- Any changes in the purpose, scope, location or beneficiaries of an activity that would increase or decrease the estimated cost of the project or activity by more

than twenty-five percent (25%) of the amount projected in the annual Action Plan.

Note: Allocations for projects and activities included in the annual Action Plan can be increased or decreased more than twenty-five percent (25%) provided there is not a change in the purpose, scope, location or beneficiaries of the activity.

Reallocation of CDBG and/or Home Investment Partnership Program (HOME) funds in relation to an addition or deletion of priority needs and projects are as follows:

- The addition of a new priority need not included in the adopted Consolidated Plan or a new project in the annual Action Plan which is not cover by a priority need in the adopted Consolidated Plan.
- The deletion of a priority need identified in the adopted Consolidated Plan or a deletion of a project or activity identified in the annual Action Plan which would prevent a priority need identified in the approved Consolidated Plan from being attained.

The City shall provide citizens with reasonable notice and an opportunity to comment on any substantial changes and amendments made to the adopted Consolidated Plan. Citizens will be provided a period, not less than thirty (30) days, to comment on substantial amendments before the amendment is implemented. Any comments or views received in writing, or orally at public hearing, will be considered by the City and summarized and attached to the substantial amendment of the Consolidated Plan for submission to HUD.

The City and members of the Brevard County HOME Consortium are responsible for the development of their respective Citizen Participation Plans, individual CDBG entitlement grants. All HOME and CDBG program amendments initiated by the City must be submitted to Brevard Housing & Human Services for submittal to HUD.

The Citizen Participation Plan was previously approved by City Council on May 27, 2008.

Approved by the City Council on:_____

Henry U. Parrish, III, Mayor

Agency	SAL	Aging Matters	Family Promise	CBSC
Florence T.	70	88	99	91
Charlene N.	63	86	91	89
Connor W.	64	96	90	88
Debra H.	40	71	72	59
Total:	237	341	352	327
Funding Order	4th	2nd	1st	3rd

CITY COUNCIL AGENDA ITEM

Memo Date: April 22, 2025
Agenda Date: April 22, 2025
File ID: 2025-234
Prepared By: Tiffany Bonadio, Fire Administrative Coordinator
Through: Tiffany Bonadio, Fire Administrative Coordinator
Requested Action: Request Council's adoption of the Cocoa Fire Department Strategic Plan.

BACKGROUND:

The Cocoa Fire Department has established strategic initiatives and goals, driven by the dedication of our personnel, to enhance effectiveness, efficiency, and the quality of service provided to our community, citizens, and visitors. This strategic plan ensures that all benchmarks and parameters are met in alignment with the accreditation model, supporting our goal of achieving accredited agency status in the future.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

Council approved the strategic plan via consent agenda.

RECOMMENDED MOTION:

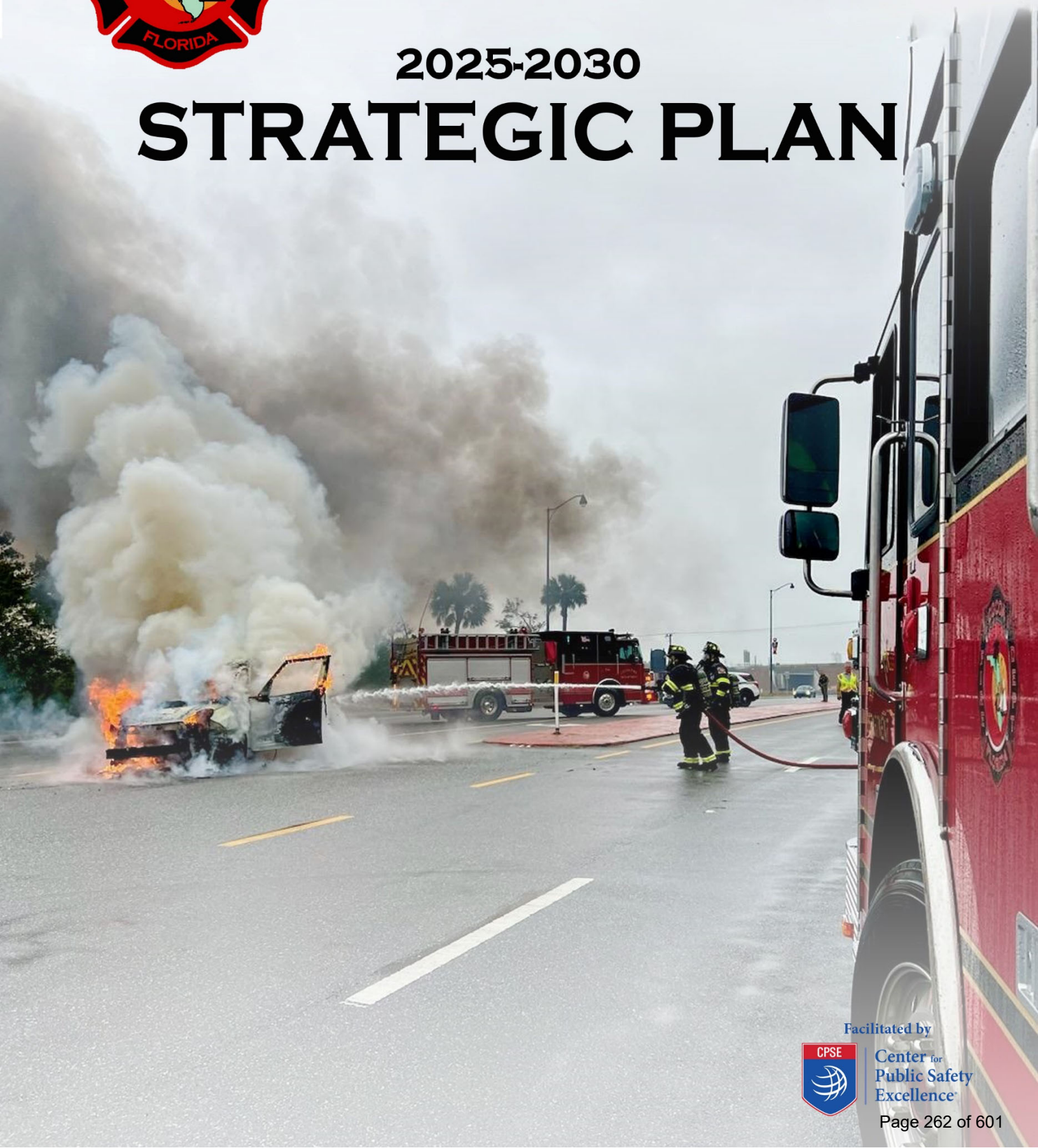
Request Council's adoption of the Cocoa Fire Department Strategic Plan.



CITY OF COCOA FIRE DEPARTMENT

2025-2030

STRATEGIC PLAN



Facilitated by



Center for
Public Safety
Excellence

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The Center for Public Safety Excellence® (CPSE®) acknowledges and thanks the community and City of Cocoa Fire Rescue Department (CFD) stakeholders for their participation and input into this community-driven strategic planning process. The CPSE also recognizes Fire Chief Jonathan Lamm and all who participated for their commitment to this process.

This community-driven strategic plan was developed in October 2024, beginning with a meeting facilitated by representatives from the CPSE for community members, as named below. The community stakeholders’ feedback considered by agency stakeholders in developing this strategic plan can be found in [Appendix A](#).

Community Stakeholders

Scott Billue	Denise Hearn	Charlene Neuterman	Susan Stoll
Ryan Browne	Brian Houlihan	Barbera Pryor	Patrick Voltaire
Michelle Cechowski	Mckenna Korceniewski	David Pryor	Reggie Vyphuis
Sharlene Dewitz	Jacob Lee	Daniel Quattrocchi	Jennifer Webster
Robert Fabian	Jackie Lewis	Ebony Rivera	Jim Wilson
Tara Gabow	Nick Moon	Pam Shaia	
Alec Greenwood	Diana Moore	Gregg Stoll	

The agency stakeholder work sessions, conducted over three days, involved a group representing a broad cross-section of the CFD, as named below.

Agency Stakeholders

Brian Ackerman	Christopher Goodell	Leah Lindsey	Brandon Stevens
Tiffany Bonadio	Dara Hennessey	Robert Seeber	

Message from the Fire Chief

I am proud to present the City of Cocoa Fire Department's strategic plan for 2025-2030. This plan is a culmination of the strong work of a team of dedicated citizens, business owners, and firefighters. To provide comprehensive fire, rescue, and emergency medical services to the citizens and visitors of the City of Cocoa, the Cocoa Fire Department must continuously improve, solve problems, collaborate on issues, understand community needs, and develop viable solutions.

The strategic planning process allowed us to evaluate all aspects of how we provide service to our community, how to become a better and more vibrant organization and compare ourselves to industry standards and best practices. We then developed a plan to ensure that we do the very best we can with the resources available.

The development of this strategic plan is the first of its kind in the Cocoa Fire Department. It reflects the concerted effort of all Department members and Community stakeholders to define and refine our mission, vision, and core values and then to step forward together into the future.

The goals outlined in the plan focus on improving our people, the Department, operations, facilities, and further engagement with our community. The City of Cocoa Fire Department is proud to be a trusted partner in the community we serve. The vision of the Cocoa Fire Department is to develop a culture that promotes and encourages effort on common goals and the improvement of safety in the community. This will be accomplished through education, training, and proper resourcing with a focus on our members' mental and physical health.

The fire department is a 9-million-dollar business with an all-hazards approach and multiple internal components such as Fire Protection, Fire Prevention, Fire Inspections, Training, Emergency Management, and Emergency Medical Services, to name a few. The Cocoa Fire Department's foundation is Operations. The organizational structure is largely based on a three-station city fire department which will not adequately serve the community or operations with the current and expected growth.

Strategic planning and goals will be our dedicated focus during the next several years as the organization works diligently to implement the recommendations of our internal and external stakeholders. The goal is to create a streamlined organizational structure that is expandable and retractable, as needed, to meet the needs of our community and its citizens and visitors.



Goals for the Organization include:

- Creating a formalized and consistent training system.
- Fostering a work environment that actively promotes recruitment and supports continual retention.
- Improve work efficiency, morale, and a healthy workplace.
- Align service delivery and staffing to meet the future needs of the community.

While we adapt to these changes, we will be focusing on the following strategic initiatives:

- Investing in our people and our future.
- Enhancing operational capabilities.
- Strengthening our culture.
- Investing in our infrastructure.
- Connecting with the community.

In closing, I would like to thank the members of the department and the community for their support and insight during the strategic planning process. It is a privilege to see the men and women of the Cocoa Fire Department actively engage in an ongoing improvement process. Our members' commitment to this strategic planning process clearly shows their unwavering devotion to the community. As your Fire Department, we stand united and committed to making these strategic goals a reality, enhancing the services we provide, and meeting the future needs to best serve our community. As the fire chief, I am truly thankful for the community partnerships and the trust you have placed in the Cocoa Fire Department. Our organization will always strive to earn and maintain your trust through dedication and selfless service. The employees of Cocoa Fire Department are truly exceptional people who exist to serve and care for people with compassion and professionalism.

Thank you for allowing us to serve the community.

Jonathan D. Lamm, CFO, Fire Chief
City of Cocoa Fire Department

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Introduction

The community serviced by the City of Cocoa Fire Rescue Department (CFD) receives high levels of professionalism and efficiency from the agency's proactive approach to risk reduction and emergency mitigation. As such, the CFD contracted with the Center for Public Safety Excellence® (CPSE®) to facilitate a community-driven strategic plan. The process utilized by CPSE aligns with the Commission on Fire Accreditation International® (CFAI®) fire and emergency services accreditation model but also considers all parameters prescribed by the authority having jurisdiction.

CPSE's approach to community-driven strategic planning gathers feedback and input from community and agency stakeholders while focusing on future change beyond the status quo. Beliefs, concepts, current processes, and values were among the many pieces considered and questioned to bring this planning document to reality. The CFD exhibited a commitment to the implementation and execution of this plan to become more efficient and effective in alignment with its community.

Process

Understanding what the customer desires is vital to the success of any organization. In this case, the customer is the community that the City of Cocoa Fire Rescue Department serves. This applies even if the service organization is a governmental entity. Community-driven strategic planning ensures the community remains a focus of the organization's direction, and community feedback is at the heart of all deliberations and development of this strategic plan.

The process of community-driven strategic planning and the plan itself represents the embrace of transition away from how an organization has always done things, seeking to find efficacies and outcomes based on change. The community-driven strategic plan provides a management roadmap built on a shared vision and structured for measurable results. With the involvement of a diverse group of agency stakeholders, the City of Cocoa Fire Rescue Department's community-driven strategic plan encompasses various experiences, perceptions, and perspectives that can also work to build more internal organizational symbiosis. For the desired, measurable results to be realized, the process and the strategic plan must focus on substance, not form. Only then can the CFD truly benefit from the process and realize its ultimate vision.

Community Stakeholder Findings

- ✓ Identify, from the community perspective, things the agency should and should not change.
- ✓ Identify the community's expectations for the agency, concerns about or for the agency, and aspects the community views as strengths or positives.
- ✓ Define the programs provided to the community.
- ✓ Establish the community's prioritized view of the programs and services provided by the agency.

Agency Stakeholder Work

- ✓ Identify the agency's strengths, opportunities, aspirations, and results.
- ✓ Revisit the mission statement, giving careful attention to the services and programs currently provided and which logically can be provided in the future.
- ✓ Revisit the values of the agency's membership.
- ✓ Revisit the agency's current vision, considering the consensus built from the strengths, opportunities, aspirations, and desired results.
- ✓ Identify the agency's challenges, service gaps, and causal effects through a thematic sifting process.
- ✓ Determine, by consensus, strategic initiatives for outcome-based organizational improvement.
- ✓ Develop strategic goals, SMART objectives with relative timelines, and comprehensive critical task concepts focusing on outcomes.



Agency Stakeholder Work Session

Agency Background



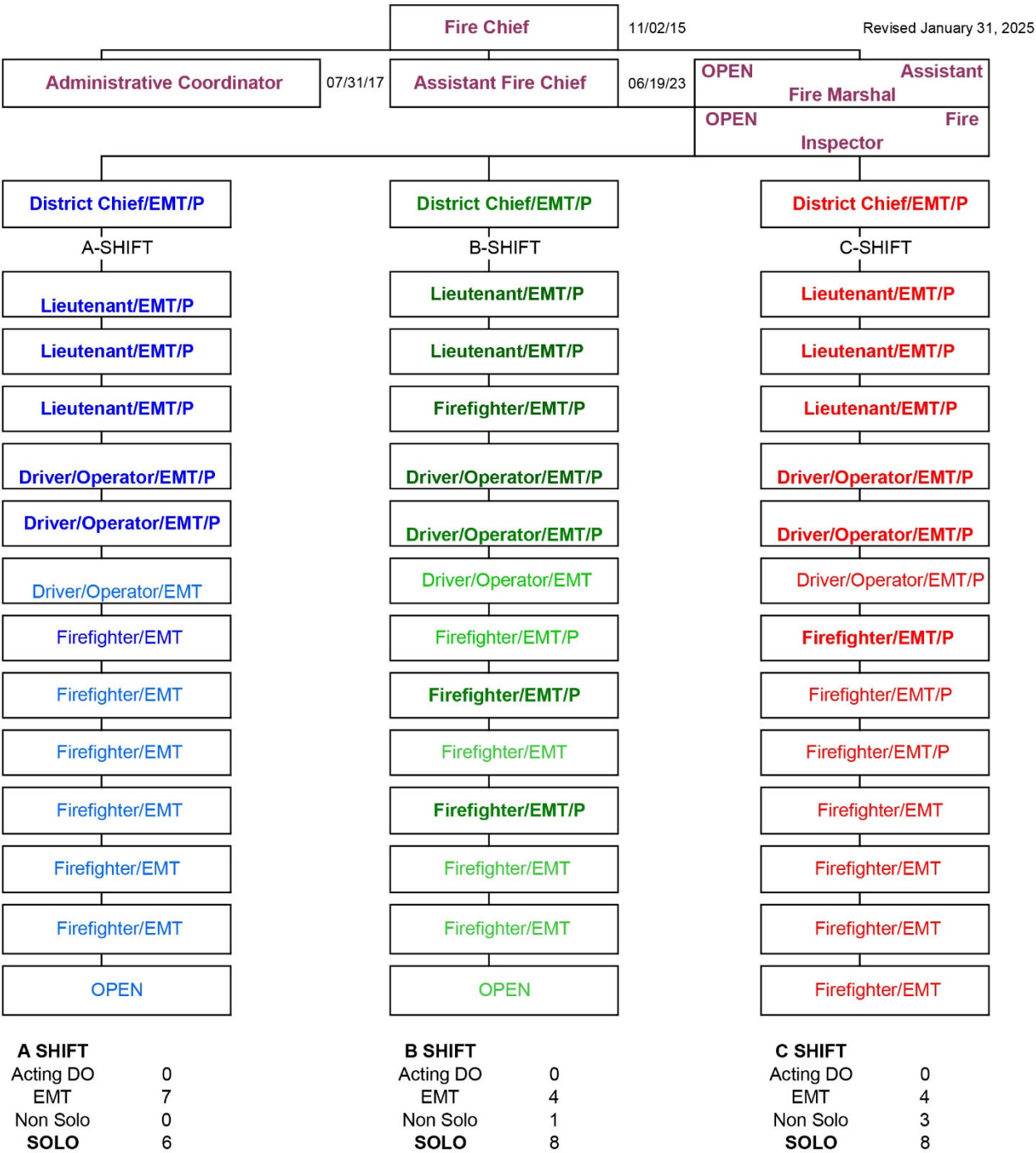
Located along the banks of the Indian River in East Central Florida, the department was organized in 1920 by volunteers operating out of one fire station in the area that is now Historic Cocoa Village. In 1927, the Cocoa Fire Department appointed its first volunteer fire chief, and in 1959, the city hired its first career fire chief. The Cocoa Fire Rescue Department's personnel have been highly effective in providing services and community involvement and boast an Insurance Services Office (ISO) rating of class 3.

The Cocoa Fire Rescue Department serves an approximate population of 26,000 residents. In addition, the local area has thousands of visitors and many others employed within the community. Growth and increase in population have and will provide for specific risks for which the Cocoa Fire Rescue Department considers, prepares, and deploys its resources and personnel.



Today, CFD reflects on its history and remains committed to providing all-hazard emergency services and education to its community with courage, leadership, and duty. Cocoa Fire Rescue Department continues to honor its community with the provision of quality services through its proactive focus on risks and deployment from three stations that are located strategically throughout the 50 square miles of coverage area. Staffed to support the community, CFD embraces its future vision and excellence in service delivery.

Organizational Chart





Agency Stakeholder Work Session Participants

Mission

The mission provides an internal aspect of the existence of an organization and, to a degree, an empowering consideration for all CFD members. The purpose of the mission is to answer the questions:

Who are we? Why do we exist? What do we do? Why do we do it? For whom?

A workgroup met to revisit the existing mission and after ensuring it answered the questions, the following mission statement was created, discussed, and accepted by the entire group:

**Dedicated professionals, protecting the community from all hazards
with service above self.**

Values

Values embraced by all members of an organization are extremely important, as they recognize the features that make up the personality and culture of the organization. A workgroup met to revisit the existing values agreed upon by the entire group.

Service above self.

Courage to do the right thing.

Compassion for those we serve.

Integrity in the face of adversity.

The mission and values are the foundation of this agency. Thus, every effort will be made to keep these current and meaningful to guide the individuals who make up the City of Cocoa Fire Rescue Department to accomplish their goals, objectives, and day-to-day tasks.

Vision

An organizational vision exists to keep all agency members focused on the successful futurity of the City of Cocoa Fire Rescue Department and to guide quality change and improvement in alignment with the community. In support of the futurity created within the community-driven strategic planning process, CPSE facilitated the revision of the CFD's vision for the future. The agency will support the reality of this vision through successful plan implementation and goal achievement.

The Cocoa Fire Department's vision is to develop a culture that promotes and encourages effort on common goals and the improvement of safety in the community. We will accomplish this through education, training, and proper resourcing with a focus on its members' mental and physical health.

Goals

Community feedback and the SOAR process led to the determination of strategic initiatives representing the high-level issues the agency stakeholders developed into goals. The CFD must now make these goals a focus of efforts that will direct the agency to its desired future. Goals with complete objectives, tasks, timelines, and assignments are included in the separate **Management and Implementation Guide**.



Create a formalized, consistent training system that fulfills the needs of our community and safety of our firefighters.



Foster a work environment that actively promotes recruitment and supports continual retention through a vision of community involvement, educational opportunities, and competitive wages and benefits.



Improve work efficiency, morale, and a healthy workplace through a comprehensive mental and physical wellness program to provide the best service to the community.

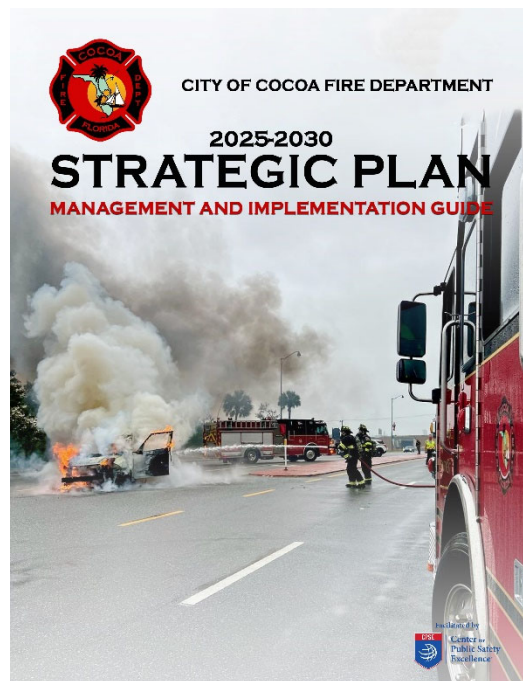


Align service delivery and its staffing and requirements to meet the future needs of the community.

Conclusion

Working with community and department members from all levels, this strategic plan was developed...but the work is truly just beginning. Agency stakeholders must now execute and institutionalize the plan to ensure the community's expectations and the City of Cocoa Fire Rescue Department's vision remain congruent. The accompanying **Management and Implementation Guide** will assist the CFD in the mechanics of implementation. The guide is not intended to be all-inclusive; rather, it provides flexibility to ensure future success.

It must be remembered that during this journey of regeneration through change and improvement, recalculation may need to occur to find the success desired. This strategic plan is a roadmap to help the City of Cocoa Fire Rescue Department navigate that change and futurity. The ability to pivot to meet the current environment as institutionalization and implementation occur provides a greater likelihood that the desired outcomes and efficacies will be realized as envisioned.



“...we will chase perfection, and we will chase it relentlessly, knowing all the while we can never attain it. But along the way, we shall catch excellence.”

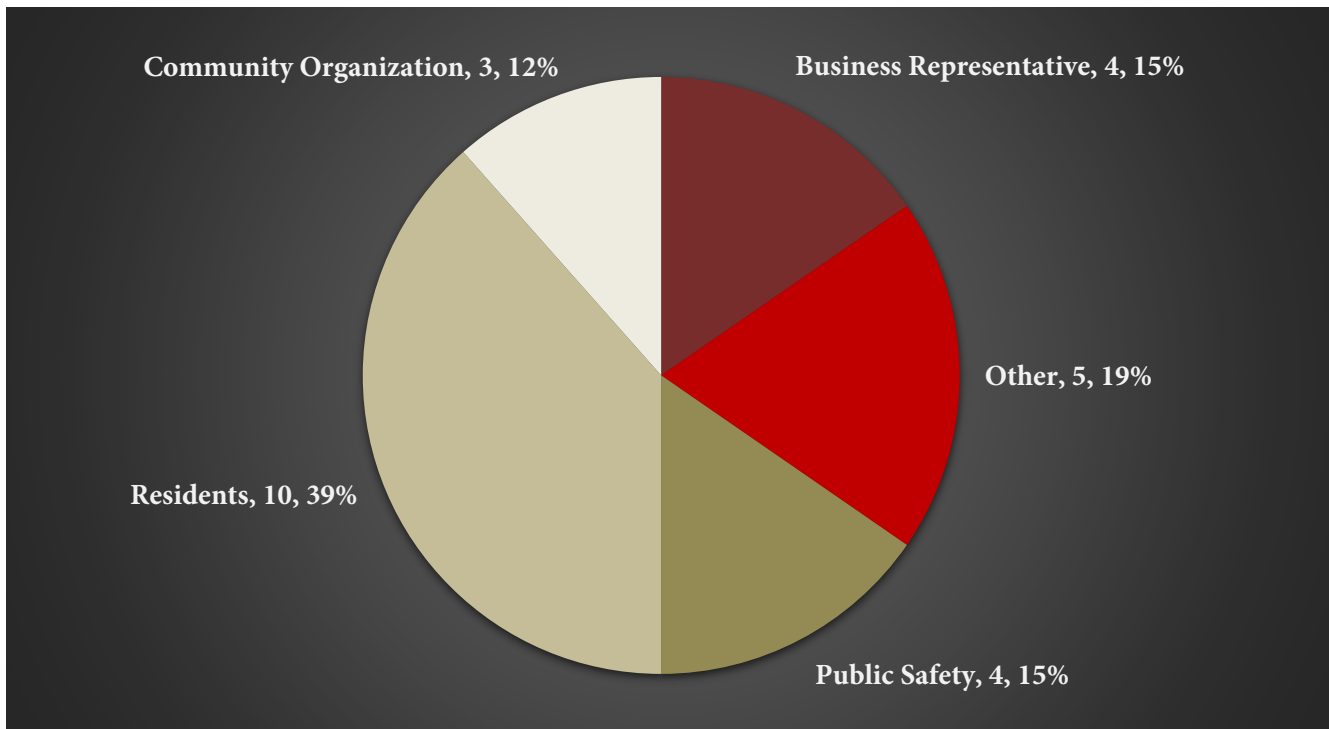
Vince Lombardi

Appendices

A. Community Stakeholder Findings

The City of Cocoa Fire Rescue Department demonstrates a commitment to its community via a focus on community input and satisfaction. A community stakeholder session was held to gather feedback from the respondents on the agency and its various services delivered. The information gathered from the community stakeholder feedback provided understanding to the agency stakeholders of any misalignment with its organizational foundation and performance or values-based expectations or concerns from which new improvement strategies and processes may be created.

Community stakeholders were identified by the agency to ensure broad representation. The breakdown of groups represented is presented here:



Respondents were asked to list, in priority order, up to three subjects relative to expectations, concerns, and strengths or positives for the CFD. Expectations and concerns were then analyzed for themes and weighted. The numbers in the parentheses are the cumulative weighted value that correlate with the themes identified. While the themes are listed in prioritized, weighted order, all responses were important in the planning process. Strengths or positives are listed verbatim and may be repeated based on different respondents.

The specific data and findings from the community stakeholder respondents are provided to follow.

Community Expectations of the City of Cocoa Fire Rescue Department (in priority order)

1. Prompt response when called. Immediate response to emergency calls. Rapid response. Excellent response times. Reaction time to calls. Expect quick and professional response to emergency calls. Quick response to all 911 calls. Timely response that is monitored closely as the city annexes/grows. Response time. (58)
2. Trained personnel. Training should be there at all levels, and the best training should be available. Should have the latest training. Technical proficiency. Professional service/highest standards of training. Training and apparatus are top-of-the-line and technologically advanced. Expect the best possible training and hiring that budget will allow. Develop all employees-provide career opportunities with continued education. High levels of training for response leading to professional staff. Always prepared to respond to the unexpected. (40)
3. I expect the staff to handle all types of emergencies. Respond to any active fire issues with residential or commercial properties on fire. Customer care. Current operating procedures for response. Exceptional performance standards founded on training, pride, morale, and solid leadership at all levels. Need more fire stations. Calls are always answered. To be accessible to all City of Cocoa residents with stations placed strategically to accommodate the growth of Cocoa. (26)
4. Adequate equipment to respond to call. I expect the department to have top-notch equipment to do the job. Latest equipment. Newest equipment. Maintain equipment and acquire new or updated equipment to be a state-of-the-art fire department. (22)
5. Know the community. Community and business involvement. Visibility. Open to suggestions/awareness in areas of concern working with small businesses, homes to keep a safe environment. Community outreach, establish relationships. Community involvement. Smoke detectors and home fire prevention. The department could reach out to citizens through a recruitment effort that could train the general public in fire safety and the need for more firefighters/rescue. (16)
6. Accountability. Calmness in any situation. Compassion, empathy, and true dedicated caring towards anyone department members encounter. (9)
7. Retain/reward/staff to remain in the community. Hire qualified fire candidates to fill vacant positions. Retain qualified members to continue providing excellent service. Need more young people in the firehouses. (9)
8. Life safety/fire. (5)
9. Reach ISO rating of 1. (5)
10. Proper staffing supporting front-line personnel. (5)
11. Youth/young adult college participation and prep. (5)
12. Upgrade medical equipment for humans. EMT services for car wrecks and emergency services. (4)
13. Transparency. (3)
14. Support police for any large events or hurricanes, etc. Good working relationships with other organizations, such as law enforcement, other city, and county fire departments. (2)

15. Strive for the future of department from within. (1)
16. Transportation programs-Brevard County needed. (1)



Community Stakeholder Work Session Participants

Areas of Community Concern about the City of Cocoa Fire Rescue Department (verbatim, in priority order)

1. Employee retention. Having firefighters/officers leave the department for better pay/benefits/career opportunities with larger agencies. Retention. Staffing/retention. Turnover rate is due to non-competitive pay and benefits. Ability to attract and retain firefighters to the City of Cocoa. Employees are leaving for higher-paying jobs. Shortage of qualified personnel to fill vacant positions. Fire careers pay grade/salaries. Are salaries comparable to other cities so employees will not train with Cocoa and then leave for salary increases. (40)
2. Growth. City growing more people coming to the area. More population may require more firefighters and EMTs. Fire department growth not keeping up with community growth. Number of responders as city population grows. Why is the city annexing land and no fire service to cover it? Maintain the level of service at a time of extensive growth. (27)
3. Cost to citizens for this service. Budget. Not keeping up with capital investments in the fire service. Salary. Steady and consistent funding sources to match future demand. Funding for the needs of the department-will there always be enough? Maintaining this level of service in a fiscally responsible manner. Budget - as a citizen, I am concerned our fire department budget is not large enough to allow more updated training, updated equipment/materials and yearly competitive pay raises. (24)
4. Capacity to respond to multiple events. Ability to respond in a timely fashion to non-emergency issues. Why two and three trucks on a call, do not think it is necessary. With ongoing construction, a concern of accessibility is major without completed roads or confusing lane, a fire rescue vehicle may be delayed due to traffic constraints. (14)
5. Employees are not 100 percent astern to the community. Is there enough outreach/awareness and safety, door-to-door. Fire innovations and community. Community stakeholder meetings. CPR training. As a citizen, I feel there could be more ways to promote the need for more fire rescue officers; for example, advertisements for adult education centers, Eastern Florida State College, on the department doors, etc. (14)

6. Not enough employees to cover all shifts. I am concerned that they cannot keep their staff, too many changes. Maintaining the proper level of staffing. (11)
7. Medical equipment for animals caught in a fire. Since 2/3 to 3/4 of all calls are medical, you need a 4-person team per call for response, but fire engine does not respond. EMTs do not ask what hospital a patient should go to - usually going to Rockledge. (11)
8. Readiness to respond to industrial events involving hazardous materials. Training. Education and training of new officers. (8)
9. I am concerned that there are not enough fire hydrants to accommodate the whole city. Reliable water source for fire suppression. (6)
10. Future growth from within through education and planning of leaders. (5)
11. Adversarial positioning between labor and management. (5)
12. Does the department have the necessary equipment to meet the city's needs? Previously, Cocoa did not have a ladder truck because it was sold, and they were waiting for a new one. (5)
13. Add service animals. (3)
14. Accept changes and work alongside one another to face the future. Ability to remain excellent and relevant with the dynamic fire service. (2)

Positive Community Comments about the City of Cocoa Fire Rescue Department (verbatim, in no order)

- Good customer service - courteous when at service calls.
- Their response time is great.
- Their involvement with the community is always there.
- They are totally involved.
- Proud of our well-kept fire stations.
- Good locations of fire stations.
- Rapid response
- Interactive with the schools.
- Forward-thinking and pre-planning, both in general and in specifics with the stakeholders.
- Business and community outreach - understanding our needs, providing guidance.
- Leadership involvement in the community.
- The fire service provides life-saving responses to emergencies in the community, they also represent the best and bring to the community together.

- They are a connection between the government and community that everyone likes, keep that up.
- Capable, responsive, and caring.
- Leadership.
- Facilities seem to be new and good.
- Ocean rescue seems to be going well.
- Excellent job in educating the community.
- Excellent job in public awareness.
- Leadership and involvement.
- Excellent, well-trained leadership team.
- Community involvement through sponsorships of high school students, citizens academy, and preparedness efforts.
- Inner leadership is in place.
- Strong core, steady potential growth.
- Strong overall group of men and women that are going to set goals that they strive for.
- Professional front-line firefighters and women.
- Modern fire stations.
- The tour of the department with the citizens academy is wonderful.
- Employee recognition.
- Commitment of leadership team.
- Cocoa takes pride in the community and helping others.
- The employees care about learning more and serving.
- The leadership is looking to the future by committing to a strategic plan initiative.
- Equipment and stations.
- Dedication towards the mission.
- Knowledge of the expectations of the community and the fire service at large.
- Transparency to the community.
- Wonderful demonstrations.
- Very courteous staff.
- Interface experience with Chief Lamm was a valuable ongoing relationship.

- Support staff are positive assets to our community.
- Fire leadership is very inclusive and supportive.
- I experienced professional and positive bedside manner towards my 55+ residents.
- Move fast, answer calls for emergency services.
- The response time was fast on the couple of times that I personally experienced service from the Cocoa Fire Department.
- LOVE Cocoa Fire.
- Response time.
- Community excellence.
- Community engagement-fire and rescue does a great job going out to the public schools to educate the children and teens.
- Community involvement - fire and rescue helps get involved every year with breast cancer awareness, 9/11 stair climb, and Fill the Truck.

Other Community Comments about the City of Cocoa Fire Rescue Department (verbatim, in no order)

- Upgrade outdated equipment and furniture for our fire stations.
- CFD has been the leader in the area in alerting and informing our community in the preparedness for natural disasters. Our chief is always open to new programs and listens to the community.
- Be sure to keep the squeaky half involved for communication.
- Note that the issues cited are not unique to CFD.
- Does the department have oxygen equipment for cats and dogs? Do they need more? I like the emergency magnet cards-get one in every home in Cocoa. Can the city afford to make one for every resident? After doing the matrix, I noticed an absence in the “awareness” category. There are several items that address fire prevention as expected; however, a comment about number five, I have heard that many calls could be prevented if people followed basic medical advice, e.g., taking their medication as directed, basic home safety from a health standpoint. There should be more awareness programs regarding life safety, preventing falls.
- Cadet program more visible, careers PSAs, routine communications meetings with stakeholders.
- This is a very good start! Great leadership, Cocoa Fire.
- More young people are needed at the stakeholder’s input.
- Risk of wildland fire in conservation area.

Things the Community Feels the City of Cocoa Fire Rescue Department Should Change (verbatim, in priority order)

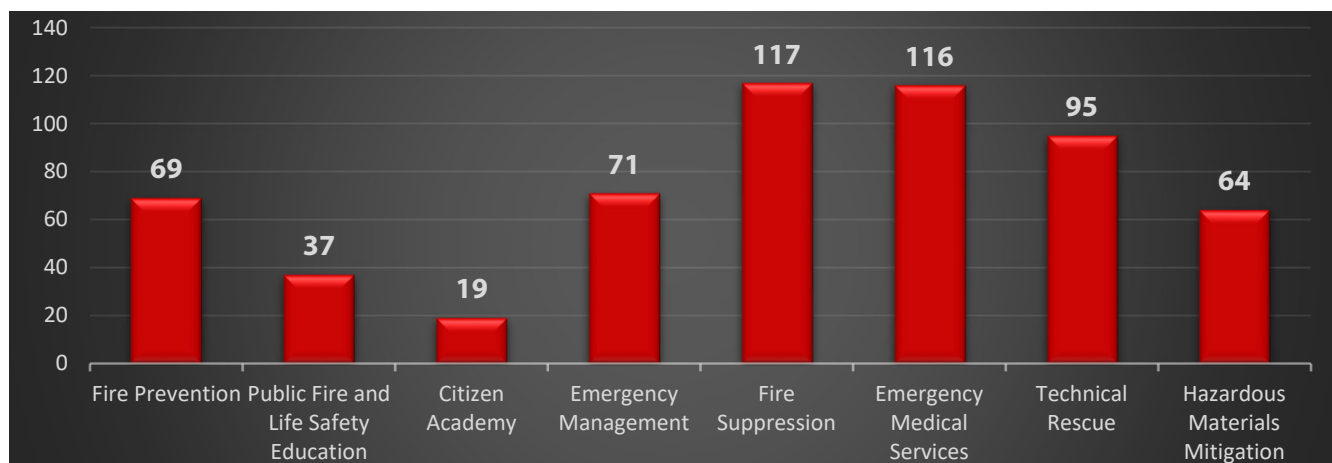
1. Increase staffing levels. The promotion of recruitment. (2)
2. More service animals. (1)
3. Consistency in addressing the public. (1)
4. Ten-year plan for all, including those within. (1)
5. Create four-person medic teams and use small vehicles for the teams. (1)
6. Check hydrants often. (1)

Things the Community Feels the City of Cocoa Fire Rescue Department Should NOT Change (verbatim, in priority order)

1. Your openness to community and business outreach. Consistent training and outreach. It is community involvement. Community involvement. Participating in community affairs. (5)
2. Quick response time. Rapid response. (2)
3. Current direction: I believe today's vision will succeed with time. It is committed to expanding its physical stations across the city. (2)
4. Leadership team. Known traditions of fire service excellence. (2)
5. Student involvement programs to get new kids interested in coming to the fire department. (1)

Community-Prioritized Programs

Understanding how the community prioritizes the agency's programs and services allows the City of Cocoa Fire Rescue Department to ensure its focus on resource allocation aligns. With that, prioritization feedback was garnered with an instrument that compared the prioritization of the programs and services offered by the CFD. The results were as follows:



B. Agency Stakeholder Work

A group of agency stakeholders representing the various segments of the CFD attended a three-day work session to review the community feedback, develop or revise the agency’s mission and values, and establish a quality focus on the way forward in developing this community-driven strategic plan. Additionally, the process included an environmental scan in the form of a strengths, opportunities, aspirations, and results (SOAR) analysis to better understand the current situational aspects impacting the agency.

SOAR

The agency’s internal stakeholders utilized a strategic environmental analytic method known as SOAR, where members consider the organization’s current strengths, opportunities, future aspirations, and strategic results to formulate a path for continuous improvement. The SOAR process was conducted for reflection, focus, and alignment with the organization’s set of values, its vision, and its mission. This appreciative inquiry process provided environmental scanning for strategic direction, associated plans through the application of innovative ideas, and a positive strategic framework that brings clarity to the agency’s vision for leadership in day-to-day functions.

Strengths

Response times, speed, quality, and performance.	Preparedness upon arrival.
Community impact based on interactions and building trust.	Infrastructure - age of facilities, apparatus, and equipment. Capital improvement process.
Capabilities when at full staffing on apparatus.	More organized all hazards training.
All lieutenants are paramedics.	Improved acceptance of change.
Good interpersonal relations.	Good community and city council support.
Good external relationships.	Leadership, willing to plan for the future.
Pride in station and equipment upkeep.	Competitive pay scale in the CBA and medic pay.
EMS program improvement, new medical director, and training schedule.	

Opportunities

Succession planning for future growth and development of department members.	Raise staffing per engine/apparatus to address an increase in population.
Create a staffing model for the future of the department and the needs of the city.	Develop a training program for internal and external classes.
Create a formalized compensation step plan.	Expansion of department health and wellness program, which includes mental and physical impacts.
Consider the applicability of SAFER, AFG, and FPS grants.	
Expand upon department technology and equipment.	Add mutual and automatic aid partners.
Add resources that align EMS delivery to needs.	Improve the ISO rating with overall improvement.
Be part of incident management for regional and state support.	Utilize new, improved medical direction to provide better care.
Increase member involvement in department programs and projects.	The creation of committees that manage progress, such as SOPs, etc.
Build out the process in place to complete program enhancements.	The addition of a logistics position and a dedicated training manager position.

Aspirations

In five years, the department will have the appropriate amount of staffing and equipment to support the needs of the community.	Have an administrative support structure in place that can effectively manage the department and city growth.
Initiate a feasibility study and master planning for a new station, training facility, and staff to meet the needs of the department and community.	Have a system in place that creates opportunity and then holds our members accountable for achieving the highest standards of education.
Create an environment that promotes long, healthy careers for our members.	Make the department a highly desirable and sought-after place to work and be involved with.
Become the premier department in the county.	

Results

- Reduction in physical resource maintenance request - Unit reliability improvement - Increased efficiencies and effectiveness in incident scenes - Increased number of medics - Increased employee satisfaction and retention - Increased employee engagement - Decrease in mandatory overtime. - Decreased use of sick leave - Decrease in workers' compensation claims. - ISO rating of 1 - Higher quality and quantity of applicants	- Higher level of member engagement in improvement activities - Risk reduction results. - Reduction in total response times - Increase in the number of benchmarks used to measure performance. - Positive patient outcome data - Loss stop data percentages. - The number of medics in relation to staff numbers - Improvement in the disparities of reciprocal data in mutual and auto-aid responses
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Agency Stakeholder Work Session

Programs and Services

It is imperative that agency stakeholders distinguish between the core deliverables (programs and services) provided by the City of Cocoa Fire Rescue Department and those supporting services that help the agency provide the core programs and services. With this understanding, the agency stakeholders can further define where the issues and gaps exist within the organization and provide more basis for the environmental scan that is conducted. To bring this understanding to fruition, CPSE provided guidance and gained consensus understanding with the entire group so that the difference between the deliverables and the supporting functions were understood.

Challenges and Service Gaps

After sifting through data and feedback provided by the community stakeholders, and the internal environmental scan conducted, the agency stakeholders, by consensus and group effort, determined that the following challenges and service gaps exist within the City of Cocoa Fire Rescue Department. Each challenge or gap listed is accompanied by the causal effects determined by the two groups. They are then linked to the strategic initiative identified by the agency stakeholders.

Group 1	Group 2	Initiative Link
Training ○ Funding ○ Lack of training opportunities ○ Lack of training facility ○ Lack of training program ○ Safety	Training ○ Expectations ○ Staffing ○ Standards and benchmarks ○ Budget allocation ○ Time ○ Culture ○ Retention	Training
Recruitment and Retention ○ Competitive wages and benefits ○ Promotional opportunities ○ Educational training opportunities ○ Community involvement	N/A	Recruitment and Retention
Health and Wellness ○ Cardiac events ○ Cancer ○ Mental health and PTSD ○ Sleep deprivation ○ Stress and burnout ○ Lack of a health and wellness program	N/A	Health and Wellness
Service Delivery ○ Funding ○ Personnel and equipment ○ Lack of proper staffing model ○ No CRA/SOC ○ Station location and need for station four	Staffing ○ Qualifications ○ Budget ○ Response times ○ Apparatus positions ○ Overtime ○ Promotional opportunities ○ Service delivery	Service Delivery

Strategic Initiatives

Based on all previously captured information and determining critical issues and service gaps, the following strategic initiatives were identified as the foundation for developing goals and objectives.

Training Recruitment and Retention Health and Wellness Service Delivery

The developed goals with complete objectives, tasks, timelines, and assignments are included in the separate **Management and Implementation Guide**.

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2025-2030 STRATEGIC PLAN

CITY COUNCIL AGENDA ITEM

Memo Date: April 22, 2025
Agenda Date: April 22, 2025
File ID: 2025-328
Prepared By: Samantha Senger, Communications & Economic Development Manager
Through: Stockton Whitten, City Manager
Requested Action: Staff is requesting the City Council approve a letter to J&K Project area Homeowners advising them of the Public Hearing on the draft Mandatory Connection Ordinance.

BACKGROUND:

A public hearing for the Mandatory Connection to Sewer for the J&K property owners will occur on May 13, 2025. The attached draft letter will advise the property owners of the hearing and other requirements that may be placed on them as property owners affected by the septic to sewer projects.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

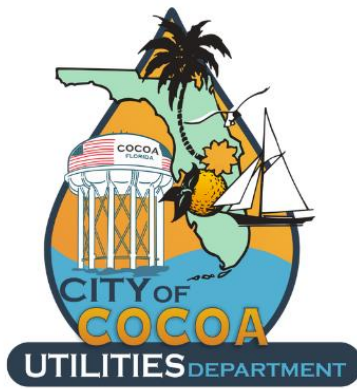
N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Staff is requesting the City Council approve a letter to J&K Project area Homeowners advising them of the Public Hearing on the draft Mandatory Connection Ordinance.



City of Cocoa Utilities Department

351 Shearer Blvd. • Cocoa, FL 32922

PHONE: (321) 433-8700

www.CocoaFL.gov

4/22/2025

Dear Property Owner

You are being contacted because your residence is within the project area of a septic to sewer conversion project. Recently the Cocoa City Council gave approval to move forward with the Indian River Drive Septic to Sewer Conversion project that is part of the Save Our Indian River Lagoon (SOIRL) program. This program aims to reduce nutrient pollution in the Indian River Lagoon by eliminating septic systems that leech pollutants into the lagoon system. We want to ensure that all residents in the project area are notified of some important key dates and information relating to this project.

Overview of Project

The Indian River Drive septic to sewer conversion project involves installation of a gravity sewer line (8" PVC) within the limits of the public right-of-way of a portion of Indian River Drive, with sewer service lateral stub outs (sewer line connections) to each individual property.

Mandatory Connection

The Cocoa City Council will consider adopting an ordinance on **Tuesday, May 13, 2025** mandating homeowners within the project limits connect to the new sewer line. Current Florida statutes require residents to connect within one year from the date the system is available. An ordinance requiring mandatory connection also helps the City with additional state and federal grant funding to cover the costs associated with the project.

Homeowner Expenses and Grant Funding

At this time, it has not been determined what the expenses will be for each property owner. SOIRL has allocated approximately \$6.7 million of the funds collected from the half penny sales tax towards this septic to sewer conversion project. The City of Cocoa will also apply for additional water quality grants through the St. Johns River Water Management District and the Florida Department of Environmental Protection to help offset expenses above the SOIRL funds for the private infrastructure (such as septic tank abandonment and connection to the system) and the public infrastructure (such as the gravity line and manholes). The goal would be to secure enough funding to cover both the City's cost to install the sewer line and lateral connections, as well as the property owner's expenses to connect to the laterals. However, if the project expenses for either the public or private infrastructure exceed the funding available, the excess costs will be

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

Stay Connected     

paid by each property owner per the mandatory connection ordinance that is being considered.

Connection Process

Once the main sewer line and individual laterals are installed, it will be the property owner's responsibility to contract with an approved plumber to connect their home to the sewer system and contact the proper authorities for the procedure to abandon your septic tank system. The City of Cocoa will provide, in the future, a list of pre-qualified plumbers that can perform this work for homeowners. More information about this process will be given as we get farther along in the project timeline.

Thank you for your attention to this very important project to enhance our community's infrastructure and restore and preserve the health of the Indian River Lagoon. For more information, visit our website at www.CocoaFL.gov/sewer.

Sincerely,

John A. Walsh, P.E.
Utilities Director
City of Cocoa

CITY COUNCIL AGENDA ITEM

Memo Date: April 22, 2025
Agenda Date: April 22, 2025
File ID: 2025-273
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action: Request City Council to approve Resolution #2025-022, to waive competitive bidding requirements and approval to amend the current agreement between the City of Cocoa and Gehring Group, LLC for Employee Benefits Brokerage Services through June 2, 2025. To Approve participation in a Multi-Year Piggyback Agreement with RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company for continued benefit brokerage services utilizing the City of Tarpon Springs Agreement from June 3, 2025, to June 2, 2030, and any renewal terms of the agreement. Authorize the City Manager to execute the piggyback agreement, amendments and/or any renewal terms.

BACKGROUND:

The City of Cocoa has used RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company (formerly Gehring Group) for benefit brokerage services since 2012. In April 2020, the City secured a multi-year contract through a Request for Proposal (RFP), transitioning from commission-based to flat-fee pricing, resulting in significant savings. This agreement also includes BenteK, a benefits software that integrates with the City's Human Resources Information System, Central Square.

With the agreement expiring in April 2025, Staff reviewed options and found that the City of Tarpon Springs recently completed an RFP for a similar contract, awarding a five-year flat-fee agreement. By leveraging their contract, the City can save approximately \$9,000 annually.

To bridge the gap between agreements, Staff requests City Council to approve Resolution #2025-022, waiving competitive bidding to extend the current contract through June 2, 2025. Additionally, Staff seeks approval to participate in a Multi-Year Piggyback Agreement with RSC Insurance Brokerage, Inc., using the Tarpon Springs Agreement from June 3, 2025, to June 2, 2030, including any renewal terms.

Requesting approval for the City Manager to execute the City Attorney approved agreement and renewals.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds

Account Number

Amount

001-1600-513.31-00
2025)

FY25 \$54,400 (Remaining FY25 months: May-Sept

FY26 \$128,500 (Pending FY26 Budget Adoption)

FY27 \$128,500 (Future Budget Impact)

FY28 \$129,334 (Future Budget Impact)

FY29 \$131,000 (Future Budget Impact)

FY30 \$87,334 (Future Budget Impact through May

2030)

Three Option Years, (June 2030-2033) with up to 5%

CPI Per Piggyback Agreement

PREVIOUS ACTION:

On April 22, 2020, City Council approved the award of RFP# P-20-09-COC, Insurance Broker Services - Employee Benefits to Gehring Group Inc., for the City of Cocoa, with contract dates of May 1, 2020, to April 30, 2023, with renewal terms through April 30, 2025.

RECOMMENDED MOTION:

Request City Council to approve Resolution #2025-022, to waive competitive bidding requirements and approval to amend the current agreement between the City of Cocoa and Gehring Group, LLC for Employee Benefits Brokerage Services through June 2, 2025. To Approve participation in a Multi-Year Piggyback Agreement with RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company for continued benefit brokerage services utilizing the City of Tarpon Springs Agreement from June 3, 2025, to June 2, 2030, and any renewal terms of the agreement. Authorize the City Manager to execute the piggyback agreement, amendments and/or any renewal terms.

RESOLUTION NO. 2025-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase described in Exhibit "A" would not be in the City's best interest.

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

SECTION 1. The purchase described in Exhibit "A" is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 22nd day of April, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

EXHIBIT “A”

To Resolution No. 2025-022

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, to continue the current pricing for Risk Strategies, for benefit brokerage consulting services through June 2, 2025.

The Department Director has provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of this resolution.

Stockton Whitten
City Manager



PURCHASING

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.gov

CITY OF COCOA
3rd AMENDMENT TO SERVICE AGREEMENT
CONTRACT P-20-09-COC
INSURANCE BROKER SERVICES FOR EMPLOYEE BENEFITS

This 3rd Amendment is made and entered into on April 22, 2025, by and between the City of Cocoa, a municipal corporation with an address at 65 Stone Street, Cocoa, FL 32922 ("City"), and Gehring Group, Inc., with an address at 3500 Kyoto Gardens Drive, Palm Beach Gardens, FL 33410 ("Service Provider").

WHEREAS, the City solicited Request for Proposal (RFP) P-20-09-COC on February 3, 2020, for insurance broker services for employee benefits; and

WHEREAS, the City and the Service Provider entered into an agreement on May 1, 2020, for insurance broker services for employee benefits, with an original term from May 1, 2020, through April 30, 2023 ("Original Agreement"); and

WHEREAS, the Original Agreement was extended through April 30, 2024, pursuant to Amendment 1, and through April 30, 2025, pursuant to Amendment 2; and

WHEREAS, the original RFP did not allow for any further extensions of the Original Agreement; and

WHEREAS, the City has determined that it is in its best interest to extend the Original Agreement through June 2, 2025, to ensure continuity of services; and

WHEREAS, the City Council of the City of Cocoa has approved a waiver of competitive bidding requirements to allow for this extension; and

WHEREAS, the City intends to enter into a new agreement with the Service Provider, effective June 3, 2025, by piggybacking the City of Tarpon Springs agreement, RFP No. 250003-P-AS.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **Extension of Term:** Notwithstanding the limitations in RFP P-20-09-COC, the term of the Original Agreement, as previously amended, is hereby further extended to June 2, 2025.

2. **City Council Waiver:** The City Council of the City of Cocoa has duly authorized a waiver of competitive bidding requirements, as evidenced by Resolution No. 2025-022 approved on April 22, 2025, to allow for this extension.
3. **New Agreement:** The City and the Service Provider acknowledge that the City intends to enter into a new agreement with the Service Provider for insurance broker services, effective June 3, 2025, by piggybacking the City of Tarpon Springs's agreement, , RFP No. 250003-P-AS subject to the terms and conditions of that agreement and approval by the City.
4. **No Other Changes:** Except as expressly modified by this Amendment 3, all other terms and conditions of the Original Agreement, as previously amended, shall remain in full force and effect.
5. **Entire Agreement:** This Amendment 3, together with the Original Agreement, as previously amended, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written.

By signing below, the parties have executed this Amendment which will be effective as of the date first above written.

GEHRING GROUP, INC.

By:


(Print Name)

Kurt N. Gehring, CEO & President
(Title)

April 11, 2025

Signature / Date

CITY OF COCOA

By:

(Print Name)

(Title)

Signature / Date

Attest: _____

Monica Arsenault, CMC
City Clerk

**CITY OF TARPON SPRINGS, FLORIDA
REQUEST FOR PROPOSALS**



**RFP No. 250003-P-AS
Employee Benefits Brokerage and
Consulting Services**

ISSUE DATE: September 17, 2024

RESPONSES DUE: October 16, 2024
3:00 P.M. (Local Time)

SUBMIT TO: City of Tarpon Springs
Procurement Services Department
324 E. Pine St
Tarpon Springs, Florida 34689

**CITY OF TARPON SPRINGS, FLORIDA
REQUEST FOR PROPOSALS
RFP No. 250003-P-AS
Employee Benefits Brokerage and Consulting Services**

The City of Tarpon Springs, Florida ("City") is requesting responses to this Request for Proposals ("RFP"), for qualified, independent firms to provide consulting services for the City's Group Health Insurance, Dental Insurance, employee Wellness Center as well as other wellness initiatives and Group Life/Long-Term Disability Insurances. The City Commission intends to select one firm with demonstrated expertise in providing similar services to those requested herein.

Firms with demonstrated expertise on similar projects are invited to submit a proposal package. The Request for Proposal (RFP) can be obtained from the website at <https://ctsfl.bonfirehub.com/portal/?tab=openOpportunities>. Questions regarding this RFP should be directed to Anela Saday, Senior Procurement Analyst, at asaday@ctsfl.us. All questions must be received in writing no later than 3:00 PM, local time, October 8, 2024, and will be answered via written addendum.

Proposal Submission, Date and Time:
No later than **3:00 PM**, local time, **October 16, 2024**.

RFP No.	250003-P-AS
Project:	Employee Benefits Brokerage and Consulting Services
Bid Bond:	N/A
Performance Bond:	N/A

Proposals are expected to be submitted electronically. If you elect to respond to this proposal you must submit the bid electronically through the online services of Bonfire, all documents and attachments must be uploaded by the date and time indicated. Respondents who are E-Bidding for the first time are strongly encouraged to contact Bonfire to obtain assistance by e-mailing questions to <https://ctsfl.bonfirehub.com/portal/?tab=openOpportunities>. Solicitation responses uploaded to Bonfire after the Solicitation Response Due Date and time shall not be considered. It is the sole responsibility of the Respondent to ensure that its solicitation response is uploaded before such date and time. Tarpon Springs Procurement Services shall not be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

Note: It is strongly recommended to upload your response in adequate time to assure that it will post on the day prior to the closing date.

The City of Tarpon Springs' staff will evaluate the proposals based on the criteria established in the Request for Proposals. After the ranking is completed, the City Board of Commissioners' approval will be sought to approve the ranking and award a negotiated Agreement, which will be in the best interest of the City, with the top ranked Firm.

Ex Parte Communication. In order to ensure fair evaluation of proposals, ex parte communication initiated by Proposers is prohibited from the time the responses are opened until a final decision has been made. No Proposer may initiate communication with any City Commissioner or any City official, staff, or employee who is participating in the evaluation process. Any and all communication initiated by a Proposer after the responses are opened must be in writing to:

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director
City of Tarpon Springs
Procurement Services
PO Box 5004
Tarpon Springs, FL 34688-5004
jlewis@ctsfl.us

The City may, however, initiate communication with any Proposer in order to obtain additional information or clarification necessary for fair evaluation of their proposal. Ex parte communication initiated by a Proposer may disqualify that Proposer from consideration for this or future Request for Proposals.

The City will not pay any costs incurred by Proposers in the preparation of its proposal or presentations. Proposals may not be withdrawn for 90 days after bid opening. The City reserves the right to reject any and all proposals and to waive minor informalities.

If you elect to respond to this Request for Proposals, **provide one (1) electronic uploaded copy of your proposal to this office by the date indicated.**

Late proposals will be rejected.

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

Attachments

JL: as

SECTION 1- SCOPE OF SERVICES

INTRODUCTION

1.0 INTENT

The City of Tarpon Springs ("City") is requesting proposals from qualified, independent firms to provide consulting services for the City's Group Health Insurance, Dental Insurance, employee Wellness Center as well as other wellness initiatives and Group Life/Long-Term Disability Insurances.

1.1. DEFINITIONS

Addendum: A modification of the Bid/Agreements issued by Procurement Services and distributed to prospective Proposers prior to the bid due date and time.

Bid. The written submittal of a Proposer, submitted on the Bid Form to provide goods and/or perform the work/services in accordance with the requirements and specifications of the Bid Documents and stating the consideration that the Proposer will require for doing so.

Proposer. An individual, partnership or corporation submitted a bid, on the attached Bid Form, for the item and/or service contemplated.

City: The term City means the City of Tarpon Springs, Florida.

Change Order. A written order issued by the Procurement Services Director to the Successful Proposer/Contractor directing certain changes, additions or reductions in work or services or in the materials or methods to be used.

Contract: The written agreement between the City and the Successful Proposer/Contractor for the provision of goods and/or performance of the work or services in accordance with the requirements of the Bid Documents and for the payment at the agreed bid price or adjusted as a result of an approved change order.

Agreements. The Bidding Documents, Purchase Order, Contract, and Performance and Payment Bond, together with all Addenda, Supplemental Agreements and Change Orders.

Request for Proposals. The term Request for Proposals means a solicitation of formal sealed proposals. The acronym "RFP" means Request for Proposals, the RFP includes the Instructions to Proposers, General Conditions, purchase descriptions and/or specifications and may also include additional terms and conditions and all documents whether attached or incorporated by reference, utilized for soliciting sealed proposals. Price is usually not a primary evaluation factor.

Laws: The term laws means current and future federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of any lawful authorities having jurisdiction over the matter of issue.

Responsible Proposer. The term responsible Proposer means a Proposer who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will assure good faith performance.

Responsive Proposer. The term responsive Proposer means a Proposer who has submitted a bid which conforms in all material respects to the requirements set forth in the ITB.

Supplies. All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

Services. The furnishing of labor, time or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the requirement performance. The term shall not include employment agreements or collective bargaining agreements.

1.2. SCOPE OF SERVICES

The successful proposer will design and develop Requests for Proposals ("RFP"), evaluate and negotiate rates, benefits, services and selection of carrier(s), as well as ensuring regulatory compliance for the City. Functions include but are not limited to:

- A. Securing the most complete coverage for the City at a reasonable cost, i.e. the best program for both the City and its employees, considering a combination of service, level of benefits, and premium cost.
- B. Designing, developing, and implementing plans for a comprehensive City Wellness Clinic.
- C. Providing all administration for services including but not limited to benefit enrollment, Consolidated Omnibus Budget Reconciliation Act (COBRA), Patient Protection and Affordable Care Act (PPACA), Health Insurance Portability and Accountability Act of 1996 (HIPPA).
- D. Auditing/Analyzing plan and clinic utilization as well as annual costs; reporting on findings.
- E. Developing, issuing, reviewing, and analyzing health; dental, life/ Long-term disability (LTD), and voluntary insurance programs and wellness clinic RFPs.
- F. Providing guidance on compliance with federal and state statutes, regulations, and best practices.
- G. Acting as liaison between City Human Resources staff and contracted insurance company in interpretation and resolution of benefit issues, including but not limited to coverages and eligibility.

1.2.1. BACKGROUND HEALTH INSURANCE

The City of Tarpon Springs has approximately 334 benefit-eligible employees with 319 employees and 15 retirees currently enrolled in the City's medical plan. The City provides a comprehensive fully insured group health benefit program for its eligible employees and retirees through the Florida Municipal Insurance Trust ("FMIT") dba Florida League of Cities ("FLC"). FMIT is using an Administrative Services Only ("ASO") contract with United Healthcare through a Choice Plus HMO. Platform. The plan includes an Employee Assistance Program ("EAP"); behavioral health component; limited vision services (eye examination every 24 months); open

access to providers and out-of-network benefits, as well as access to “telemedicine”. An incentivized wellness program with biometric screenings and annual Personal Health Analysis (PHA) is co-sponsored by CareATC and FMIT. In addition, COBRA administration is included in the package, performed by Benefits Workshop. The pharmacy “carve-out” for the program is handled through OptumRx under the aegis of FMIT. There is no separate plan for Medicare-eligible retirees; however, they may remain in the City plan and pay 100% of the premium. The plan year for health and dental insurances is October 1, 2024 through September 30, 2025, with annual open enrollment generally commencing in early September. The City currently uses BENTEK to enroll, administer, and track employees. FMIT uses BENTEK and generates monthly invoices and data required by the PPACA reporting.

The current plan (FMIT HMO Choice Plus Plan 15) offers four tiers of coverage:

<u>Tier</u>	<u>City Paid/Subsidized</u>
Employee Only	100.00%
Spouse Only	56.92%
Child(ren) Only	56.92%
Family Only	57.96%

EXHIBITS

Exhibit 1 – Current Copy of Medical Plan & Coverage Rates, dated October 1, 2024, no. of pages 1

Exhibit 2 – Employee Benefits Information, n.d., no. of pages 6

1.2.2. CITY WELLNESS CLINIC

The City currently has a contract with FMIT and CareATC to provide a primary care health and wellness center, solely for health care plan participants and non-Medicare retirees who are enrolled in the health insurance plan. Currently, the City pays 79% of the lease cost for the facility, with CareATC contributing 21%. FMIT is responsible for the costs incurred by CareATC in the operation of the center; no claims are submitted to the insurance carrier for clinic services. The center provides free professional medical services and a formulary of free generic prescription medications to all employees/retirees and dependents (age 2+) covered under the medical plan. The center will diagnose and prescribe for a wide variety of common illnesses and minor injuries. The center also provides health assessments, lab services, coaching and disease management. Current hours of operation are Monday through Thursday, for a total of approximately 24 hours per week, staffed by one doctor, one LPN and one RN.

1.2.3. DENTAL INSURANCE

The City currently offers a fully insured Primary Dental Plan Plus (PDP Plus) plan provided by MetLife/PDP Plus. Maximum per calendar year is \$1,500 with a \$50/\$150 deductible. Diagnostic/Preventive Services are covered at 100% with no deductible; Basis Services, Endodontics, Periodontics, and Oral Surgery at 80%; Major Services, Prosthodontics and Orthodontics at 50%, with Orthodontics covering dependent children to age 19 and having a \$1,000 lifetime maximum. Employee premiums are 100% paid by the City, as well as a limited subsidy for spouse and family dependent coverage.

1.2.4. LIFE AND LONG-TERM DISABILITY INSURANCE

The City provides Basic Life/AD&D (currently \$50,000/\$100,000), and Long-Term Disability (LTD) at no cost to eligible employees.

Dependent Life (\$5,000 Spouse/\$2,500 Child) and Supplemental Life (Maximum of \$300,000) are available on a voluntary basis.

The above Life and LTD insurances are currently placed with The Hartford, whose contract expires September 30, 2024.

1.2.5. OTHER CITY-SPONSORED BENEFITS

The City participates in the Internal Revenue Code Section 125 Flexible Spending Account (FSA) and Dependent Day Care (DDC).

Voluntary Benefits offered:

- A. Accident Insurance – Standard Insurance Company
- B. Critical Care – Standard Insurance Company
- C. Hospital Indemnity Plan – Standard Insurance Company
- D. Life Insurance (employee and dependent) – The Hartford
- E. Long Term Disability (unionized Fire only) – The Hartford
- F. Short Term Disability – The Hartford
- G. EyeMed – EyeMed vision care for employees and dependents

NOTE: Retirees are eligible to continue medical, dental, and Hartford life insurances at their own expense.

1.2.6. SCOPE OF SERVICES PERFORMED

The scope of services described in this section is a general guide and is not intended to be a complete list of all work, tasks, or material necessary to provide the supply of goods or services. The Scope of Services contains tasks believed to be necessary to provide consulting services for the City's employee health/wellness, dental, life, LTD, as well as voluntary insurance programs. The successful firm will strategically plan, consult, implement, and support the City's employee benefits program.

1.2.6.1. The City is seeking a benefits consulting organization that can offer creative, comprehensive approaches, which will allow the City to maintain quality benefits and contain or reduce overall costs. The City's goal is to consider plans that are similar in nature to that of its existing plans offered with minimum disruption to plan utilization by its employees. Preference will be given to those agencies having extensive public sector experience, preferably in a municipal government setting similar in scope and size to that of the City of Tarpon Springs.

Consultant responsibilities are inclusive of, but are not limited to:

1.2.6.2. Medical, Dental, Life, and LTD Plans

- A. Collaborate with City Staff to identify City needs, objectives, and strategic planning in providing comprehensive, cost-effective plans and services.
- B. The contracted firm will be required to provide a self-service, internet-based solution that can electronically transmit benefit data to multiple carriers for insurance products and services.
- C. Prepare Request for Proposals (RFPs) packages for benefit programs identified/requested by the City.
- D. Review and analyze RFP responses and make written recommendations as to which best meet the City's needs and objectives.
- E. Present proposals analysis and/or contract recommendation to City Commission, when requested.

- F. Negotiate, develop/or review any vendor performance guarantee, as well as finalizing contracts and documents, when requested
- G. Consultant will assist the City in ensuring that the selected companies meet all contractual and legal obligations.
- H. Assist City staff and employees with issues involving provider billing, claims, vendor services issues/problems, disputes, interpretation of contracts and services, advocacy for services, changes, and general troubleshooting.
- I. Attend as needed meetings with City staff, Board of Commissioners, annual Open Enrollment, and other meetings to provide on-site administrative support in carrying out services. Prepare presentations as needed for meetings.
- J. Monitor and track the effectiveness of the Employee Wellness Clinic, analyze reports, and make recommendations to the City.
- K. Review and analyze claims experience data, claims service and the efficiency and accuracy of claims administration to ensure the City is receiving optimum service and benefits from carriers and vendors in the most cost-efficient manner.
- L. Collect and maintain management information regarding group plans necessary to facilitate decisions regarding employee group health benefits and services.
- M. Ensures COBRA notification and administration, as well as all data needed for ACA and other required reporting.
- N. Act in an advisory capacity and provide overall guidance concerning health and welfare regulatory compliance e.g. COBRA, HIPPA, Medicare, FMLA.
- O. Assist City staff in ensuring compliance with all mandated reporting and posting/notice requirements for benefit plans and that the programs comply with State and Federal legislation.
- P. Review and disseminate information to City staff regarding new or revised State and Federal legislation that impacts benefit programs.
- Q. Assist in research of the available options of website technologies to support online enrollments, qualifying event changes and employee education to assist employees in self-management of benefits.
- R. Conduct renewal negotiations with vendors in collaboration with City staff in maintaining benefit plans in the most cost-efficient manner through continued monitoring and analysis. Consultant is to provide information sessions which shall include but are not limited to the following:
 - 1. Review annual contribution strategy from active participants and retirees
 - 2. Projected renewal costs
 - 3. Projected loss ratios
 - 4. Enrollment analysis and comparisons
 - 5. Claims analysis and comparisons
 - 6. High-cost claim summary
 - 7. Network utilization and cost avoidance reports
- S. The City of Tarpon Springs reserves the right to meet with any and all providers. Consultant shall facilitate meetings with providers as needed, requested, and/or required.
- T. Perform other related services on an "as needed" basis.

1.2.7. Employee Wellness Center

- 1.2.7.1.** Consultant shall develop, issue, receive and evaluate/negotiate proposals for the center's setup and operation.
- 1.2.7.2.** Make written recommendations as to which best meets the City's needs and objectives.
- 1.2.7.3.** Assess clinic operational structure and cost, as well as vendor qualifications.

1.2.7.4. Perform data analyses with respect to efficiency, effectiveness and cost of the Clinic.

1.2.7.5. Act as liaison between City Staff and selected medical service provider, with services to include, but not limited to:

- a) primary care
- b) health risk assessments
- c) immunizations
- d) exams and screenings
- e) prescriptions
- f) pharmaceutical dispensing
- g) disease management
- h) primary care case management
- i) lab work
- j) health coaching

1.3. TENTATIVE SCHEDULE*

Solicitation	September 17, 2024
Deadline for Questions	October 8, 2024
Proposal Opening	October 16, 2024
Shortlist	November 13, 2024
Interview/Presentations (as applicable)	TBD
Board Approval.....	TBD

*Dates are subject to change and listed here for planning purposes

SECTION 2 - SPECIAL CONDITIONS

2.1 Intent

The intent of this document is to describe the requirements, terms and conditions for qualified firms to submit proposals to provide Employee Benefits Brokerage and Consulting Services.

2.2 Term

The initial term of this agreement shall be for a period of five (5) years, effective from the date of agreement, and shall include three (3), annual renewal options for a total period of no more than eight (8) years.

2.3 Background Checks

The Proposer shall certify to the City of Tarpon Springs background checks are conducted on all Proposer's employees who will perform services at City facilities.

2.4 Licenses and Permits

Proposer shall be responsible for obtaining any and all necessary licenses, certifications and approvals which may be required by any government agency in connection with Proposer's performance of this Agreement. Proposer shall provide the City with written evidence of such licenses, certifications and approvals.

2.5 Books and Records

Contractor shall prepare in accordance with generally accepted accounting practice and

shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records, including tax returns, with respect to the business for the term of this Agreement and any extensions thereof shall be kept by Contractor and shall be open to examination or audit by the City for a period of three (3) years following expiration or earlier termination of this Agreement.

2.6 No Liens

Proposer shall not suffer any liens to be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property, to Proposer, or to anyone using City property through or under Proposer. Nothing contained in this Agreement shall be construed as consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.

2.7 No Waiver

No provision of this Agreement will be deemed waived unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Proposer shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

2.8 Performance

Proposer shall be responsible for performing the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work, and complying with all federal and state laws, and all ordinances and codes of the City relating to such work.

2.9 Safety Standards

Proposer shall be responsible for ensuring that personnel assigned to the Contract follow all established safety regulations pertaining to the work to be performed per OSHA and/or City standards.

2.10 Unauthorized Personnel

The Proposer's employees are not to be accompanied in their work areas on City premises by acquaintances, family members, or any other person unless said individual is an authorized Proposer employee. The City of Tarpon Springs prohibits teenagers, minors, or children from working in City-owned buildings under this Agreement. All employees of the Proposer must be eighteen (18) years of age or older.

2.11 Use of City Property, Facilities and Equipment

The Proposer shall not use City facilities, property, or equipment, including computers, copy machines, telephones, fax machines, calculators, and other items for personal or company business. The City telephones shall be used only for medical emergencies or to call City representative(s). If used, a notice of use shall be provided to the City Representative when no City employees are on site.

2.12 Damage

Proposer shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, Proposer, at its expense, shall repair or make restoration as is

practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time. (Not to exceed 30 calendar days from date damage was done.)

2.13 Examination of the Work

The City shall be furnished with every means to verify whether or not the materials and work are in accordance with the requirements of this Agreement. Failure to reject or condemn defective work at the time it is done will not prevent its rejection whenever it is discovered.

2.14 Use of Premises

Proposer shall confine its equipment, apparatus, and the operation of its workmen to the limits indicated by Laws or direction of the project manager and shall not unreasonably encumber the premises with its materials. Proposer shall take all measures necessary to protect its own materials.

2.15 Clean-up

At the end of each working day, Proposer shall clean and remove from the premises, all discarded materials and rubbish and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work. Proposer shall leave the work site in a neat and presentable condition.

2.16 Non-Exclusive

Award of this Agreement shall impose no obligation on the City to utilize Proposer for all work of this type, which may develop during the agreement period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.

2.17 Relationship of Parties

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture between the City and Proposer. It is understood and agreed that nothing contained herein, nor any acts of the City or Proposer, shall be deemed to create any relationship other than the relationship of independent Proposers and principals of their own accounts.

Neither Proposer nor its employees shall be the employees of the City under the meaning or application of any Laws, including but not limited to unemployment insurance or workers' compensation. Proposer shall assume all liabilities and obligations imposed by any such Laws with respect to its employees. Proposer and its employees shall have no authority to act as the agent of the City and shall not hold itself out as such.

2.18 Subcontracting

The hiring or use of outside services or subcontractors in connection with the performance of Proposer's obligations under this Agreement shall not be permitted without the prior written approval of the City. Proposer shall promptly pay all subcontractors and suppliers. Any subcontracting, so permitted by the City, shall be subject to all the terms and conditions and other provisions of this Agreement. In the event that work is subcontracted, the Proposer retains full responsibility for the acts and omissions of its subcontractors and of persons employed by the subcontractor.

Notwithstanding any such subcontracting, Proposer shall remain obligated and

responsible to the City for the performance of all terms and conditions and other provisions of this Agreement.

2.19 Equipment Storage Space

Equipment storage space and maintenance areas shall be provided by the City. Although provided by the City, it will be the responsibility of the Proposer to keep the area neat and clean at all times.

2.20 Purchase Agreement

The successful Proposer shall be issued a Purchase Order, which by reference, incorporates all terms and conditions as set forth in this RFP, any Addenda issued, and the Proposer's response.

The Purchase Order, RFP document, any Addenda issued, and the Proposer's response shall constitute the entire Agreement between the City and the successful Proposer. Proposer shall reference the Purchase Order number on any invoice submitted to the City for payment.

2.21 Termination of Contract

The City of Tarpon Springs reserves the right to terminate this Agreement with 30 days written notice if:

- a. Proposer is determined by the City to be in breach of any of the terms and conditions of this Agreement;
- b. The City has determined that such termination will be in the best interest of the City to terminate this Agreement for its own convenience; or
- c. Funds are not available for this service. The City's obligation is contingent upon the availability of appropriated funds.

SECTION 3 - PROPOSAL REQUIREMENTS

3.1. Required Format

- a. The electronic version of the proposal shall be in pdf or Microsoft Office® format and shall include all the information and documentation requested in this Section IV, Proposal Requirements. The electronic version of Proposer's proposal submission should be a continuous document in one file, a separate file for the Pricing Proposal, and shall clearly identify the Proposer and the RFP number. The proposal should be individually tabbed for each of the sections listed below and be consecutively page numbered.
- b. The following is an explanation of the minimum information that should be included in each of the sections. Proposals must conform to this format.

Title Page: (Non-scored)

Title page shall show the request for proposal's subject, title and proposal number; the firm's name; address and telephone number of a contact person; and the date of the proposal.

Table of Contents Page Index (Non-scored)

Tab 1. Executive Summary (0 points)

Provide an overview of how your firm will work with the City to provide the required services and meet time and budget requirements. Provide a brief, concise summary of your company and its capabilities. Give the names of the person(s) who will be authorized to make representations for your firm, their title, address and telephone and fax numbers. The signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

Tab 2. Experience working as a Broker/Consultant for Government Entities and Success Rate (45 points)

Describe the firm's experience working as a Broker/Consultant for government entities and list the services performed for a minimum of five (5) clients. Start with the most recent and relevant experience within the last ten years. At minimum, services performed should be of a similar type, size, and scope to the City. Indicate the firm's success rate in providing employee benefits brokerage and consulting services. Include any cost savings to the agencies as well as individual employees, provide a narrative of the work performed.

Tab 3. Experience/Qualifications of the Firm and Professional Personnel (30 points)

Provide the names of project team members proposed to perform and/or assist with the work and oversee the City's project including resumes, individual resumes shall not exceed two (2) pages each. Include an organization chart showing the working relationship of the management structure. Indicate which team members have worked together on similar size projects.

Tab 4. Fee Proposal (20 points) please upload a separate document for this section
Fee Evaluation Formula

The points awarded for the "price" portion of the Request for Proposal shall be based on the following formula: Calculation of points for cost will be completed as described in the following EXAMPLE using the sum of the total cost. Fee Proposal may be submitted in in the Proposer's own format but must show the total cost per year, including the Wellness Center, and total for five (5) years, including the Wellness Clinic.

	Proposal Cost	Lowest Cost Proposed	% of Low	Multiplier	Total Points Assigned
Company #1	\$100,000	\$100,000	100.0%	15	15
Company #2	\$108,000	\$100,000	92.6%	15	13.89
Company #3	\$120,000	\$100,000	83.3%	15	12.495

Tab 5. Minority Owned/Disadvantage Business Enterprise (5 Total Points Available)

Provides points pre-populated by Procurement Services for minority business status as designated by the State of Florida or Tampa Bay Region (defined as Pinellas, Hillsborough, Polk, Manatee, Sarasota, Hernando Counties, and Pasco County) Certified MBE/WMBE. If the Firm/Prime Contractor is designated as a minority business, five (5%) percent of the total evaluation points are awarded. If the firm does not have minority

business status as per the requirements, zero (0%) percent of the points available are awarded.

Tab 6. City Forms (0 points)

Respondent shall complete and execute the forms specified in Section 6 and found on the designated pages in this RFP, and shall include them in the section tabbed 6:

SECTION 4 - EVALUATION OF PROPOSALS

4.1. Evaluation of Proposals

The City endeavors to maintain strict confidentiality and objectivity throughout this procurement process to the extent allowed by law. Thus, Proposers shall in no way attempt to communicate with City staff, City Board of Commissioners, and other key project stakeholders except as outlined in the RFP.

Proposals will be evaluated and scored by the committee, per the criteria outlined herein. As part of the evaluation process, the City will also take into consideration the responsiveness and responsibility of the Proposers. The criteria for responsiveness and responsibility are as follows:

4.1.1 Responsiveness: The City will determine whether the Proposal complies with the instructions contained herein, including completeness, submission of all required forms, adherence to response format instructions, compliance with minimum qualifications, etc.

4.1.2 Responsibility: The City will determine whether the Proposer is one with whom it can or should do business. Factors that the City may evaluate to determine “responsibility” include, but are not limited to: past performance on projects for the City of Tarpon Springs and outside agencies, references (including those found outside the Proposal), compliance with laws (including tax laws), Proposer’s record of performance and integrity (including delinquency, unfaithfulness, legal qualification to enter into a contract, financial stability, perceived ability to completely perform as specified, etc.), financial resources, facilities, equipment, and personnel (including that of subcontractors). City staff may also utilize Duns & Bradstreet and/or any generally available industry information. The City will determine whether any failure to supply information, or the quality of the information provided, will result in rejection.

4.2. Evaluation Committee

Final approval of selection will be made by the City Commission.

4.3. Proposal Clarifications

The Evaluation Committee members will determine if any additional clarifications regarding any and all portions of a Proposal for any of the Proposers are necessary. If additional clarification is deemed necessary, these clarification requests will be submitted to the Proposers in writing. Proposers will have a minimum of five (5) business days to provide a response to the clarification request correspondence.

Proposers are notified that responses to the clarification requests will be considered in the final rankings and may be included in the final Agreement.

4.4. Proposal Evaluations and Ranking

The Evaluation Committee will evaluate and rank the Proposals based on the following criteria. Proposers are encouraged to identify and include critical proposal elements and keep their proposals concise:

CRITERIA MAXIMUM POINTS

TOTAL 100

Proposals will be evaluated on the following criteria:

Criteria	Points
Experience working as a Broker/Consultant for Government Entities and Success Rate	45
Experience/Qualifications of the Firm and Professional Personnel	30
Fee Proposal	20
Minority Owned/Disadvantage Business Enterprise	5
Total Points	100

Proposers may not contact the insurance marketplace nor discuss the City's account with underwriters until the City makes its final broker selection.

4.5. The Selection Committee's Recommendation

The proposals will be evaluated based on the factors set forth in the RFP and may be reduced to three (3) or fewer Proposers. Discussions may be conducted with these Proposers to further clarify the City's requirements and the Proposer's proposals. Proposers may be required to make presentations.

The City reserves the right to invite the top-ranked Proposers to attend an interview/oral presentation. This provides an opportunity for the Proposers to clarify or elaborate on their Proposal. This is a fact finding and explanation session only and does not include negotiation. The City's Procurement Services Department will schedule the time and location of the interview or presentation. All interviews or presentations shall be held on site at a City location unless virtual attendance is coordinated in advance with the City, and all costs involved shall be the responsibility of the Proposer. Interviews or presentations are an option of the City and may or may not be conducted. A specific time schedule will be established after the Proposals are received and reviewed. Upon completion of the oral presentation(s), the Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation, utilizing the same evaluation criteria detailed herein.

Written notification of the Selection Committee's ranking of the proposals will be published online and made available to Proposers.

SECTION 5 – ADMINISTRATIVE REQUIREMENTS - INSTRUCTIONS TO PROPOSERS AND GENERAL PROVISIONS

5.1. Preparation of the RFP

Proposers are expected to examine this RFP and all related documents. Failure to do so is at the Proposer's risk. Each Proposer shall furnish the information required by the RFP. The Proposer shall print or type the Proposer's name, address and telephone number on the face page, and each continuation sheet must be identified with Proposer's name.

The Proposers shall retain a copy of all documents for future reference. All proposals must be signed with the company or firm's legal name and by an officer or employee having authority to bind the company or firm by his or her signature.

5.2. Submission or Receipt of Proposals

Proposals are to be submitted electronically through the e-bidding process via, Bonfire.

Facsimile or e-mail proposals will not be considered. Late proposals and modifications will not be considered. Failure to follow the instructions in the RFP is cause for rejection of offer.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this proposal, the Proposer agrees that its signature will have the same legal effect as an original ink signature.

5.3. Right to Reject Proposal

Right is reserved to reject any or all proposals for any reason and to disregard typographical, mathematical, or obvious errors. The City will not pay any costs incurred by any Proposers in the preparation of proposals or presentations.

5.4. Explanations

Explanations or instructions shall not materially alter the RFP unless they are in writing. Oral explanations or instructions given before the award of the Agreement will not be binding. If necessary, a written addendum to the RFP will be issued by the City of Tarpon Springs through Bonfire:

(<https://ctsfl.bonfirehub.com/portal/?tab=openOpportunities>). **Responses will not be made to questions submitted after the deadline.**

5.5. Acceptance of Offer

The signed proposal shall be considered an offer on the part of the Proposer.

5.6. Modification or Withdrawal of Offer

An offer may not be modified, withdrawn, or canceled by the Proposer for 90 days following the time and date designated for the opening of proposals (except when requested by the City for clarification, presentation or best and final offers) and the Proposer so agrees by submitting its proposal.

5.7. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City's Procurement Services Department. Should it be found necessary, a written addendum will be incorporated in the RFP and will become part of the Agreement. The City will not be responsible for any oral instructions, clarifications, or other communications.

5.8. Disqualification

The City reserves the right to disqualify offers before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposers.

5.9 Mistakes

Due care and diligence has been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Proposer to ensure that they have all the information necessary to affect their proposal. The City will not be responsible for the failure on the part of the Proposer to determine the full extent of the risk exposure and scope of work required to effectively perform under contract. Proposers are expected to examine the conditions, scope of work, special conditions, technical specifications, and all instructions pertaining to services involved. Failure to do so will be at Proposer's risk.

5.10. Taxes

The City does not pay Federal Excise and Sales Taxes or State Excise and Use Taxes. The Tax Exemption Number is 85-8012621696C-2.

5.11. Governmental Restrictions

In the event any governmental restrictions may be imposed which would necessitate alteration of the services offered in this proposal prior to their beginning of work, it shall be the responsibility of the successful Proposer to notify the City of Tarpon Springs at once, indicating in writing the specific regulation which required an alteration. City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to City.

5.12. Advertising

In submitting a proposal, Proposer agrees not to use the results as a part of any advertising.

5.13. Excess Reprocurement Liability

Contractor shall be liable to City for all expenses incurred by City in re-procuring elsewhere the same or similar services offered by Contractor hereunder, should contractor fail to perform. Such re-procurement expense obligation by contractor shall be limited to the excess over the agreed upon price.

5.14. Waiver of Breach

No waiver of any breach of this agreement shall be held to be a waiver of any subsequent breach of this agreement.

5.15. Entire Agreement

This agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements; there are no other agreements, representations or warranties not set forth herein. In the event any portion of this agreement shall be declared by any court of competent jurisdiction to be invalid or unenforceable, the parties agree that such invalid or unenforceable portion shall be severable, and the contract shall be treated as though that portion had never been part of this agreement.

5.16. Execution of Agreement

The individual, firm, or corporation to which the Agreement has been awarded shall sign the necessary Agreement entering into a contract with the City and return it to the City within ten (10) business days from the date the final approved Agreement has been

received by the successful Contractor. The Agreement shall not be considered binding upon the City until it has been properly executed.

5.17. Proposer Expenses

The City is not responsible for any expenses that Proposer may incur in preparing and submitting responses called for in this request. The City will not pay for any such expenses and will not be liable for any costs incurred by the Proposer in connection with any interviews/presentations.

5.18. Public Records Law

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:

(a) Keep and maintain public records required by the City to perform the services provided hereunder.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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 term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.

(d) Upon completion of the Agreement, transfer, at no cost, to the City all public records in the 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 Agreement, 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 Agreement, 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.

If the Contractor fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS

**RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF
PUBLIC RECORDS AT:**

**CITY CLERK
410 NORTH RING AVENUE
TARPON SPRINGS, FL 34689
727-942-5614
CITYCLERK@CTSFL.US**

5.19. Compliance with Laws

Proposer shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Laws relating to nondiscrimination in employment, the furnishing of equal employment opportunity and environmental Laws. Contractor shall also comply with City policies and procedures including but not limited to policies and procedures related to security and internet access.

5.20. Governing Law; Consent to Jurisdiction

The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Pinellas County, Florida. Venue shall lie exclusively in Pinellas County.

5.21. Attorney's Fees

In any civil, administrative, bankruptcy, or other proceeding concerning the interpretation, performance or enforcement of this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.

5.22. Force Majeure

In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

5.23. Hold Harmless

The Contractor agrees to indemnify, hold harmless, and defend City of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims whatsoever for personal injuries or property damage caused by the negligent or deliberate act or omission of the Contractor, its agents, officers, employees, and all other persons as a result of the performance of the services. This includes claims made by the employees of the Contractor against the City of Tarpon Springs and Contractor hereby

waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This shall not be construed in any way as a waiving of any immunity the City may have under the Doctrine of Sovereign Immunity or of 768.28, Florida Statutes.

5.24. Drug-Free Workplace

Preference shall be given to businesses with drug-free workplace programs in accordance with Section 287.087, Florida Statutes. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services; a 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 procedures for processing tie proposals will be followed if none of the tied Proposers have a drug-free workplace program.

5.25. Public Entity Crimes

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 contractor, 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

5.26. Award Without Discussion

The City may award the Agreement on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.

5.27. Award of Agreement

An award shall be made to the responsible Proposer whose proposal is determined, in writing, to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in the RFP.

5.28. Non-budgeted Funds

In the event that sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Proposer of such occurrence, and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

5.29. Disputes and Complaints

All complaints or grievances shall be in accordance with the City of Tarpon Springs Ordinance No. 2008-15.

5.30. Compliance with Labor and Immigration Laws

The Contractor shall comply with all Applicable Laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

Immigration Compliance; E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C.

§ 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement and shall require the same verification procedure of any Subcontractors authorized by the City. Pursuant to Florida Statutes § 448.095(2), beginning January 1st 2021, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with the City cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the City that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the City develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) City shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

5.31. Assignment

No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the City. The City shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the City shall be null and void and shall be grounds for the City to declare a default of this Agreement. If any assignment is approved by the City, the assignee shall fully and expressly assume all of the obligations, duties, and liabilities of the Contractor under this Agreement.

5.32. Prohibition Against Considering Social, Political Or Ideological Interests In Government Contracting -- F.S. 287.05701:

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

5.33. Cooperative Use of Contract

The City has entered into various cooperative purchasing agreements with other Florida government agencies, including the Tampa Bay Area Purchasing Cooperative. Under a Cooperative Purchasing Agreement, any contract may be extended for use by other

municipalities, school districts and government agencies in the State of Florida with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

SECTION 6 – PROPOSAL FORMS

Vendor Information
References
Non-Collusion Affidavit
Drug Free Workplace Certification
Lobbying and Conflict of Interest
E-Verify Certification
Scrutinized Companies Certification

SECTION 7 – ATTACHMENTS AND EXHIBITS

Exhibit 1 – Health Benefits Rate Sheet, effective 10/01/2024
Exhibit 2 – United Healthcare Benefits Summary
Exhibit 3 – Example of Consulting Services Agreement

PROPOSAL FORMS

VENDOR INFORMATION SHEET

The information below is required to complete your proposal packet. Type or print only.

Company Name: _____

Address 1: _____

Address 2: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Fax Number: _____

Project Contact: _____

e-mail address: _____

Remittance (Payment) Mailing Information

Address 1: _____

Address 2: _____

City: _____ State: _____

Zip Code: _____

Phone Number: _____

Fax Number: _____

Project Contact: _____

e-mail address: _____

Federal Tax ID No.: _____

Tax ID Type: ___ Federal Tax ID ___ Social Security Number

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with City of Tarpon Springs to perform as specified and in accordance with the scope of services and the other terms and conditions of the Contract Documents.
2. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening.
3. In submitting this Proposal; Proposer represents, as more fully set forth in the Agreement, that:
 - (a) Proposer has examined and carefully studied the Proposal Documents and the following Addenda (receipt of all which is hereby acknowledged):

Date	Number	Date	Number
_____	_____	_____	_____
_____	_____	_____	_____
 - (b) Proposer is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect furnishing of the Work.
 - (c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any

agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over City of Tarpon Springs.

- 4. Proposer will perform scope of services in accordance with the Proposal Documents for prices shown on the Pricing Summary submitted with the Proposal.

Proposer: _____(signature)

RFP No. 250003-P-AS
Employee Benefits Brokerage and Consulting Services
REFERENCES – INCLUDE IN TAB 6

#1 Agency		
Address		
City, State, Zip		
Contact Person		
Telephone:		Email:
Date(s) of Service		
Type of Service		
Comments		
#2 Agency		
Address		
City, State, Zip		
Contact Person		
Telephone:		Email:
Date(s) of Service		
Type of Service		
Comments		
#3 Agency		
Address		
City, State, Zip		
Contact Person		
Telephone:		Email:
Date(s) of Service		
Type of Service		

Comments		
#4 Agency		
Address		
City, State, Zip		
Contact Person		
Telephone:		Email:
Date(s) of Service		
Type of Service		
Comments		
#5 Agency		
Address		
City, State, Zip		
Contact Person		
Telephone:		Email:
Date(s) of Service		
Type of Service		
Comments		

NON-COLLUSION AFFIDAVIT

I, _____, depose and say that:

1. I am _____ of the firm of _____, the firm submitting the response described in this Request for Proposals for: RFP 250003-P-AS, Employee Benefits Brokerage and Consulting Services, and that I executed the said response with full authority to do so:

2. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

3. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5. the statements contained in this affidavit are true and correct, and made with full knowledge that the City of Tarpon Springs relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Signature of Bidder: _____ Date: _____

STATE OF: _____ CITY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this _____ day of 202__.

NOTARY PUBLIC

My Commission Expires: _____

DRUG FREE WORKPLACE CERTIFICATION

The SIGNED PROPOSER (Below) CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of 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.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. 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 quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: _____

Signature: _____

Company: _____

Name: _____
(Typed or Printed)

Address: _____

Title: _____

Phone No: _____

E-Mail: _____

LOBBYING AND CONFLICT OF INTEREST CLAUSE ETHICS CLAUSE

(Company)

_____ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former City officer or employee or any City officer or employee. For breach or violation of this provision the City may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former City officer or employee”.

Signature _____

Date: _____

STATE OF: _____ CITY OF: _____
Subscribed and sworn to (or affirmed) before me on (date) by (name of affiant). He/She is personally known to me or has produced as identification. (type of identification)

NOTARY PUBLIC

My commission expires: _____

MINIMUM INSURANCE REQUIREMENTS

1. Insurance

Contractor shall carry the following minimum types and amounts of insurance at its own expense, for the contract period:

- A. The insurance required must be written by an insurer authorized to do business in the State of Florida and also have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current A.M. Best Company, Inc. Key Rating Guide. Prior to the time the contractor is entitled to commence any part of the project, work, or services under this contract, Contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to Procurement Services for the City of Tarpon Springs of a Certificate of Insurance executed on a standard ACORD form, listing all coverage and limits, expiration dates and terms of policies, and all endorsements whether or not required by the City. The insurance requirements shall remain in effect throughout the term of this Contract, or any Contract extension.

1.	Commercial General Liability	
	Each Occurrence	\$1,000,000
	General Aggregate	\$1,000,000
	Products-Completed Operations Aggregate	\$1,000,000
	Personal and Advertising Injury	\$1,000,000
	Broad Form Property Damage and Fire Legal Liability(Per Occurrence)	\$50,000
2.	Automobile Liability	
	Each Occurrence Combined Single Limit	\$1,000,000
	General Aggregate	\$1,000,000
3.	Worker's Compensation	\$1,000,000
4.	Employer's Liability	
	Each Accident	\$1,000,000
	Disease Each Employee	\$1,000,000
	Disease Policy Limit	\$1,000,000

- B. Each Insurance Policy shall include the following conditions by endorsement to the policy:

1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the City by certified mail to: City of Tarpon Springs, c/o Procurement Services, P.O. Box 5004, Tarpon Springs, Florida, 34688-5004. Contractor shall also notify City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

2) Companies issuing the insurance policy, or policies, shall have no recourse against City for payment of premiums or assessments for any deductibles which all are at the

sole assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

3) The term "CITY" shall include all Authorities, Boards, Commissions, Divisions, Departments, and offices of City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City.

4) City of Tarpon Springs shall be endorsed to the required policy or policies as an "Additional Insured" or "Additional Named Insured", endorsed on the policy/policies.

5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

AGREEMENT EXHIBIT CERTIFICATION

The CITY OF Tarpon Springs (City), a municipal corporation with principal offices located at 324 East Pine St, Tarpon Springs FL, 34689, and CONTRACTOR executing this document by and through its authorized agent

The following terms are hereby added to the original Agreement:

1. Scrutinized Companies

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. 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. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

1.1. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

1.2. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1.2.1. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

1.2.2. Is engaged in business operations in Syria.

1.3. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. 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, 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 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, as amended from time to time.

2. E-Verify

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an

affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ATTEST

Company Name

Signature of Corporate Secretary

Signature

Type/Print Name of Corporate Secy.

Type/Print Name

Date

Date

(CORPORATE SEAL)

Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20____ Signed: _____

Entity: _____

Name:

Title: _____

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20__

Signed: _____

Entity: _____

Name: _____

Title: _____

Tab 4

Fee Proposal (Separate Document)

Fee Proposal may be submitted in in the Proposer's own format but must show the total cost per year, including the Wellness Center, and total for five (5) years, including the Wellness Clinic.

With Gehring Group/Risk Strategies' focus on working collaboratively throughout the year with our clients and their members, and encouraging our clients to use us as a resource when needed, we are proposing a comprehensive level of employee benefits consulting services for the City's employee benefits coverage including but not limited to medical, stop loss, dental, vision, life and AD&D, disability, and employee assistance program for an annual flat fee as outlined below:

Contract Year	Annual Fee
Year 1	\$128,500.00
Year 2	\$128,500.00
Year 3	\$128,500.00
Year 4	\$131,000.00
Year 5	\$131,000.00

Under the above compensation proposal, there be will no additional charges to the City of Tarpon Springs by Gehring Group/Risk Strategies for the following:

- **Bentek®** Online Enrollment & Administration System
- Travel costs associated with servicing the City
- Onsite attendance at annual Open Enrollment meetings as needed
- Development of annual employee benefit booklet
- Access to *Mineral* online H.R. research tool

Gehring Group remains open to discussion regarding alternative compensation options under consideration by the City.

It is important to note that Gehring Group does not participate in any provider relationships that would prevent us from acting independently and providing objective advice and guidance. In addition, we practice full disclosure relating to all compensation with all clients.



CITY OF TARPON SPRINGS

EMPLOYEE BENEFITS BROKERAGE &
CONSULTING SERVICES
RFP NO. 250003-P-AS

Due Date: Wednesday, October 30, 2024 at 3:00 p.m.

Proposal Contact: Cindy Thompson, V.P. of Operations
Tel: (800) 244-3696 or (561) 626-6797
Email: cindy.thompson@gehringgroup.com

Supporting the public sector our
communities rely on.



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November 10, 2024

ATTN: Procurement Service Department
City of Tarpon Springs
324 E. Pine St.
Tarpon Springs, FL 34689

Re: RFP No. 250003-P-AS – Employee Benefits Brokerage & Consulting Services

Dear Evaluation Committee Member:

Gehring Group, a Risk Strategies Company (RSC Insurance Brokerage, Inc.) is pleased to provide this proposal in response to the City of Tarpon Springs' RFP No. 250003-P-AS for Employee Benefits Brokerage and Consulting Services. As the City's current consultant, we want to express our sincere desire to continue the successful relationships we have developed with the City's leadership team and other staff as well as its members and retirees. Through our extensive experience working with governmental employers over the past 30+ years serving as Benefits and Risk Management Consultant/Broker, we are confident that our firm will continue to offer innovative solutions, efficiencies, value-added services, in-depth industry and employee benefits program knowledge, a vast depth of support and experience, along with an unparalleled level of service to your Leadership, Staff and Members. With team members having an average of 12.2 years and leadership having an average of 18 years of industry experience, Gehring Group/Risk Strategies has grown to become the most respected insurance and risk management consulting agency in the state supporting public entities.

Gehring Group has enjoyed a successful relationship with the City of Tarpon Springs that has not only benefited the City, but also its employees since 2019. During this time, Shawn Fleming, Senior Benefits Consultant, along with the depth of an experienced team have guided the City proactively in identifying and modifying its overall benefits program and administrative processes to achieve efficiencies and capitalize on cost saving opportunities. Some examples include:

- At our first renewal with the City, Gehring Group was able to negotiate a 2% **decrease** in medical premiums as well as a no increase at the subsequent renewal.
- Between 2019 and 2024, the City's benefits program has seen an average annual increase of 3.74%, significantly outperforming the regional medical inflation rate, which typically exceeds 9% per year in Florida.
- In 2020, Gehring Group also implemented the BenteK® comprehensive Online Enrollment and Benefits Administration system to accomplish a paperless enrollment process, report qualifying events, store dependent documentation and life insurance beneficiaries, transmit eligibility data securely and electronically to carriers, and provide ACA reporting data, thus increasing overall benefits administration efficiencies.
- In 2022, our team completed request for proposals for voluntary employee paid coverages, reducing employee contributions by 30% - 50% for employee life, disability and other worksite coverages.
- Providing on-going Health Center analysis and oversight.

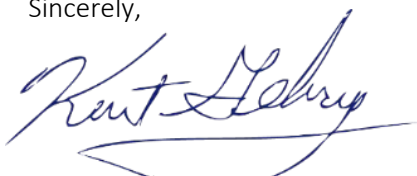
Risk Strategies has over 4,000 valued team members, in-house legal, actuarial, and pharmacy specialists. We are industry leaders, ranking in the top three in the country in a large number of specialties providing a robust offering in both employee benefits and property and casualty. As part of the Risk Strategies family, Gehring Group continues our public sector focus, currently serving over 150 Florida public sector entities similar in scope, size, and complexity to the City. Working together, we have successfully implemented leading edge concepts such as Consumer Directed Health Plans, creative Stop Loss programs, Onsite Clinics, and Innovative Wellness and Mental health Programs. Our unique qualifications to be your broker/consultant include but are not limited to:

- 1) **Public sector is our only industry specialty** which allows the City to leverage our large government client base, extensive knowledge and understanding of your unique needs, take advantage of our negotiating leverage with carriers and vendors, and collaboratively work together to manage future costs of providing employee benefits to your employees and retirees.
- 2) **Our unique non-producer corporate organizational structure** allows us to offer clients a broad depth of value-added services by reinvesting revenue that would typically be paid to a sales representative in the form of commission to enhance the ongoing support we provide year over year to our clients; and
- 3) **Our all-inclusive service model** will allow the City the opportunity to utilize our resources without concern for additional costs while providing full transparency, unlimited onsite meetings, customized professional graphics, and communication including print, electronic and video communications, the **CAVU®** benefits benchmarking tool, the **Bentek®** benefits enrollment system, and the **Mineral** online human resources research and training software.

We want to again emphasize Gehring Group/Risk Strategies' focus and expertise regarding public sector employee benefit programs. As Risk Strategies public sector division, public entities have always been our primary focus. We have a deep bench of experienced and tenured professionals who are experts in all funding arrangements, pharmacy options, plan designs, supplemental offerings, wellness initiatives, employer clinics, mental health services, etc. We have also developed trusted legal and educational resources and strong carrier/professional relationships, allowing us to provide proven results through exceptional insurance consulting services and guidance regarding plan strategy and legislation applying to the state of Florida. In addition, we have successfully provided specialized consultative services, designed asset protection programs, and assisted in identifying the most relevant and budget-friendly risk transfer plans for municipalities, governmental entities, and taxing districts.

In summary, Gehring Group not only meets but exceeds all minimum qualification requirements, including licensing, insurance, employee tenure, depth of knowledge, and years of experience. **We are confident in our ability to continue to provide the City of Tarpon Springs with all required services, delivering additional value and best-in-class service.** Our approach to business, combined with extensive experience in the public sector, knowledge of applicable regulations, strong market relationships, and genuine enthusiasm, positions us as the broker of choice. Thank you in advance for reviewing our comprehensive response. We are ready to provide any additional clarification needed upon your review of this proposal.

Sincerely,



Kurt N. Gehring, Managing Director & National Practice Leader – Public Entities

Provide an overview of how your firm will work with the City to provide the required services and meet time and budget requirements. Provide a brief, concise summary of your company and its capabilities. Give the names of the person(s) who will be authorized to make representations for your firm, their title, address and telephone and fax numbers. The signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

OVERVIEW OF FIRM & SERVICES

With over three decades of dedicated service in the Florida public sector insurance market, our extensive experience has uniquely positioned us as trusted risk and benefits consultants and brokers for over 150 Florida public sector entities within the state of Florida. We understand your organization's distinct needs inside out and are confident in our ability to continue to provide the required services and meet time and budget requirements. As the *Public Sector Specialty Division* of Risk Strategies Company, we remain committed to delivering efficiencies, value-added services, and in-depth public sector knowledge that goes beyond mere satisfaction. Our goal is to exceed expectations. At Gehring Group/Risk Strategies, we don't just meet your needs; we anticipate them.

Gehring Group/Risk Strategies clients benefit from our:

- **98% Client Retention Rate:** We have the experience necessary to serve the needs of the public sector.
- **Comprehensive Scope of Services:** Gehring Group offers an all-inclusive and comprehensive range of services tailored to your specific requirements.
- **Cost Management:** Our proactive approach ensures cost management year over year, allowing you to focus on your core mission.
- **Educational Opportunities:** We empower our clients with educational resources, legislative update seminars/webinars, and newsletters to remain in compliance and make informed decisions.
- **Dedicated Team:** Our team boasts a team of over 80 full-time staff members, complemented by remote employees in Tampa, Sarasota, Bradenton, Orlando, Parrish, Jacksonville, Yulee, and Parkland, Florida.
- **Top-tier Carrier Recognition:** Our esteemed reputation and prominent standing within the Florida insurance market afford us top-tier recognition and significant leverage with all major carriers. We are also one of the few brokers with the ability to solicit proposals directly from the Florida League of Cities on behalf of our clients.

Anticipating Your Needs: Gehring Group's Commitment

At Gehring Group/Risk Strategies, we go beyond mere service—we anticipate your needs. Our team of in-house experts, including legal, actuarial, risk, and pharmacy specialists, positions us as industry leaders. We have achieved top-tier recognition with all major carriers and proudly rank among the top three nationwide in various specialties, offering a robust portfolio covering both employee benefits and property and casualty.

As part of the RSC family, Gehring Group maintains its unwavering focus on the public sector. Our extensive experience serving clients similar in scope and size to the City of Tarpon Springs has allowed us to successfully implement cutting-edge concepts including Consumer Directed Health Plans, Creative Stop Loss Programs, Direct

Network Contracting, Onsite Clinics, and Innovative Wellness Programs, including mental health initiatives. Beyond our expert-level benefits consulting services, we also provide value-added offerings that set us apart including:

1. **Legislative Updates & Planning:** We keep you informed and prepared for regulatory changes.
2. **Employee Advocacy Services:** Our team advocates for your employees' regarding resolution of claims issues and overall well-being.
3. **Actuarial Services & Data Analytics:** Data-driven insights guide strategic decisions.
4. **Custom Graphics & Communications:** Engage and educate your workforce effectively.
5. **Wellness Program Consulting:** Foster a healthy, thriving workplace with effective wellness education and initiatives including mental health.
6. **Employee Health Center (Clinic) Consulting:** Optimize healthcare delivery at the local level.
7. **Human Resources & Compliance Resources:** Navigate compliance and legislation confidently.
8. **Educational & Networking Opportunities:** Continuous learning for lasting success via our annual summit, various workshops, trainings, and more. Some of these include:
 - a. Benefits Administration Workshop
 - b. Human Resources Leadership Forum
 - c. Firefighter Cancer Bill Workshop
 - d. Annual Two-Day Public Sector Summit
 - e. Police & Fire Mental Health Workshop
 - f. The ABCDEs of Medicare
 - g. True Colors Training & Development
 - h. Mental Health Onsite First Aider Training

Exceeding Expectations

At Gehring Group, we don't just meet expectations; we exceed them. At our core, we are dedicated to recruiting top-tier professionals and embracing cutting-edge industry practices. Our philosophy centers around delivering a comprehensive suite of superior brokerage and employee benefits consulting services to each and every client. Here's how we stand out:

1. **Innovative Approach:** We don't settle for the status quo. Instead, we take an innovative, proactive stance to continually elevate our performance beyond industry norms.
2. **Strategic Partnerships:** As your collaborative partner, we work closely with you to achieve your benefits program goals. Our focus is on long-term strategies that yield positive results.
3. **Data-Driven Insights:** Leveraging analytics, we provide actionable insights that drive informed decisions. Our commitment to innovation and technology ensures we stay ahead of the curve.
4. **Licensed Professionals:** All of our service team members hold Florida insurance licenses, enabling them to legally guide employees through their benefit options.

We take an innovative, proactive approach to continuously enhance the quality of our performance level beyond industry standards. We are a collaborating partner, helping each client accomplish their desired benefits program goals by developing long term strategies and working diligently to produce positive results.

Experience with Employee, Union/Labor Groups, and Departmental Committees

As your trusted insurance professionals, we recognize the critical importance of establishing credibility and fostering robust communication channels. Our commitment extends to key stakeholders, including the Risk Management, Human Resources, Finance, and Administrative Departments, as well as other overseeing committees and unions. Here's how we actively contribute:

1. **Engaged Participation:** Members of our team play integral roles in our clients' employee benefits and wellness committees. Whether as advisors or facilitators, we actively contribute to informed decision-making.
2. **Impartial Analysis:** Our goal is to ensure an impartial and thorough analysis of all proposed options. By collaborating closely with relevant parties, we create a holistic view that considers diverse perspectives.
3. **Smooth Transitions:** When changes are on the horizon, our collective participation serves to make any potential transition seamless. We navigate complexities with care and precision.
4. **Effective Communication:** Through these collaborative meetings, we ensure that changes and recommendations are communicated back to the employee base in a positive and effective manner. Transparency is our guiding principle.

Honors, Awards & Wellness Recognitions

Beyond our recognition as industry experts, our firm has achieved significant milestones over the past several years. These accomplishments reflect our unwavering commitment to excellence and the collective dedication of our exceptional team. Being selected as an honoree for these awards is a great tribute to each and every one of our employees, and reflection of our corporate culture; as well as a reflection of the support we receive from our clients.



Corporate Values & Culture

At Gehring Group, we have developed a unique culture that has allowed us to attract and retain the best talent available in the marketplace. We understand that the best way to take care of our clients begins with taking care of our employees. This is the reason why we have so many **employees that have been with the firm for over 10 years**. Longstanding tenure amongst our employees ensures that our clients receive consistent service that they can count on year to year.

We strive to create value for our clients in everything we do by aligning our corporate culture and values with the unique needs and goals of our clients. Inherent in our corporate culture, Gehring Group has **30 Keys to Our Collective Success** that focus on:

- ✓ Fanaticism around culture, values, and principles
- ✓ An unfailing commitment to people
- ✓ Rigorous attention to detail and execution, and
- ✓ Flexibility, creativity, and determination to transcend the status quo.

In addition to a superior service standard, supporting our clients' and communities' needs is a fundamental objective and inherent in our culture here at Gehring Group. We take the role of advocacy to heart when representing your employees on claims issues, and we advocate for the organization when negotiating your renewal.

Community Commitment & Accolades

Through the efforts of our *Helping Hands and Healing Hearts* community service committee here at Gehring Group, our staff regularly provides hands on service in the community including assisting programs run by our clients as well as other charitable and community service organizations. Gehring Group's commitment to our local community has also been recognized by the following organizations:

- 2024 Athena Organizational Leadership Award – Chamber of Commerce of the Palm Beaches. This award recognizes organizations who develop women leaders in their organizations and in our communities.
- Business Insurance Magazine – Diversity & Inclusion Initiative of the Year Award 2022
- Awarded the Gender Parity Award by the Women's Chamber of Commerce of Palm Beach County for the opportunities provided to women within the company
- Awarded the Corporate Citizenship Award – Legacy South Florida magazine
- Nominated for the Community Giant Service Award – Inner City Youth Golfers' Inc.
- Government of the United States Virgin Islands recognition (trophy) for the support and contribution during recovery efforts for Hurricanes Irma and Maria (present on 12/4/17)
- Arc Angels Corporate Leadership Award, presented by Arc of Palm Beach County
- Giraffe Business Award, presented by the Women's Chamber, Palm Beach County
- Volunteer of the Year, presented by Arc of Palm Beach County

Our approach to the scope of services as detailed in this proposal, coupled with our industry and public sector experience, familiarity with applicable regulations, market relationships and enthusiasm, make us the broker/consultant of choice for the City of Tarpon Springs.

AUTHORIZED REPRESENTATIVES

The following personnel are authorized to make representations for your firm as it relates to this proposal.

- Shawn Fleming, Senior Benefits Consultant
- Kurt Gehring, National Practice Leader – Public Entities
- Anna Maria Studley, Director of Client Development
- Cindy Thompson, VP – Operations

The above personnel are all based out of our Palm Beach Gardens location at 3500 Kyoto Gardens Dr., Palm Beach Gardens, FL, 33410 and can be contacted at:

Tel: 800-244-3696 | 561-626-6797

Fax: 561-626-6970

NOTE: This proposal is in all respects fair and in good faith without collusion or fraud, and the signer of the proposal has the authority to bind the principal proponent.

Tab 2 Experience with Government Entities & Success

Describe the firm's experience working as a Broker/Consultant for government entities and list the services performed for a minimum of five (5) clients. Start with the most recent and relevant experience within the last ten years. At minimum, services performed should be of a similar type, size, and scope to the City. Indicate the firm's success rate in providing employee benefits brokerage and consulting services. Include any cost savings to the agencies as well as individual employees, provide a narrative of the work performed.

PUBLIC SECTOR EXPERIENCE

Our Public Sector team currently consults and brokers dental and vision programs for over 150 public entities, collaborating with all major carriers, trusts and TPAs. Risk Strategies boasts a seasoned team of experts well-versed in the intricate realm of employee benefits, particularly within the domain of health and welfare plans. Our staff possesses extensive proficiency across a spectrum of funding arrangements, adeptly navigating the complexities of implementing and managing programs year-round, not just at renewal time. Moreover, we have assisted numerous clients throughout the rigorous process of Request for Proposal (RFP), evaluation, and subsequent implementation, including establishing multiple program options to meet the needs of various employee demographics.

With a team whose focus centers specifically on supporting public sector entities, our firm has accumulated a significant amount of work experience relevant to what is necessary to serve the needs of the City. In the Public Sector division of our firm – it's all we do. We understand public records laws while maintaining familiarity with the constantly changing and complex statutes that apply specifically to governmental organizations and the importance of adhering to benefit offerings relative to employee and union contract negotiations. We will work with the City to ensure that all benefit commitments have been considered throughout the renewal negotiations, RFP, evaluation, and implementation process, and that the resulting contracts conform with the City's decisions and commitments under any union agreements. This specialized knowledge is especially vital when negotiating renewals and considering program changes with insurance carriers, third-party administrators, trusts, and health insurance consortiums.

In addition, our team continually evaluates emerging cost-saving avenues to discern their suitability for our clients. Spearheading various cost-saving initiatives, we are committed to staying abreast of industry trends and market dynamics, we leverage our comprehensive understanding of diverse plan designs and funding models to empower our clients in making informed decisions. Whether it involves streamlining plans to mitigate risk or diversifying options to cater to diverse employee demographics, our tailored approach ensures optimal outcomes aligned with organizational objectives. We are continuously on the lookout for innovative cost-saving solutions for our clients.

Our proactive approach also encompasses researching emerging regulations, interpreting them with precision, and delivering timely, comprehensible education and guidance to our clients. Through this proactive stance, we ensure our clients are well-informed about regulatory changes that may impact them fostering clarity and compliance across all fronts. We firmly believe in our role as a trusted resource for our clients, transcending mere facilitation to actively empower through continuous learning and knowledge dissemination. We prioritize the education of our clients and their employees through various avenues, including on-site and local seminars, topic-specific compliance webinars, concise and accessible newsletters, and educational employee communications (See **Exhibits** section for samples of each of the above listed communication examples).

The following includes a sample list of current Gehring Group/Risk Strategies' clients for whom we provide comprehensive consulting/broker services for their employee benefits program:

- **City of Clearwater**
- **City of Dunedin**
- **City of Oldsmar**
- **City of West Palm Beach**
- **City of Fort Lauderdale**
- **City of Key West**
- **Tampa Bay Water Authority**
- **Tampa Airport (Hillsborough County Aviation Auth.)**
- **Pinellas Suncoast Transit Authority**
- **Pinellas County Sheriff's Office**
- **Pasco County Sheriff's Office**
- **Hillsborough County Sheriff's Office**
- **Hernando County Government**
- **Citrus County Government**

By delivering comprehensive services and continuously adapting to the evolving needs of our clients, particularly within the public sector, we remain committed to fostering long-term relationships built on trust, experience, and a shared vision for success in serving both municipalities and their employees.

APPROACH TO SERVICE

Gehring Group/Risk Strategies has enjoyed a successful partnership with the City since 2019, delivering significant benefits to the City of Tarpon Springs, its members, and retirees. Throughout this time, Shawn Fleming, supported by our experienced team, has proactively guided the City in the goal of enhancing its benefits program and administrative processes. This collaboration has led to increased efficiencies, the implementation of wellness initiatives and online enrollment solution, and the capitalization on cost-saving opportunities.

Our approach to client service is grounded in a commitment to year-round involvement, not just during renewal periods. We provide comprehensive, hands-on support by regularly meeting with staff onsite, serving as the City's liaison with all vendors, maintaining compliance with all state and federal regulations, monitoring plan performance, offering one-on-one assistance to employees with enrollment and claims issues, and much more. Our team consists of experts adept in delivering the general, technical, and solicitation services outlined in the scope of work. We prioritize regular and effective engagement with City staff to ensure our efforts align with the mutual goal of maintaining a competitive and cost-effective employee benefits program.

Additional critical aspects of our service approach further include the following:

Communication and Availability

Our team members are readily accessible via telephone, email, and personal cell phones, ensuring seamless communication and prompt responses. This availability fosters a collaborative environment where City representatives can reach us at any time for immediate assistance and consultation.

Ongoing Collaboration and Service Provision

We engage closely with City staff throughout the year, consistently working together in our efforts to achieve the goal of offering a competitive yet cost-effective benefits program. Our services encompass:

- **Expert Knowledge and Program Monitoring:** Utilizing our deep understanding of the insurance industry and the City's current programs, we provide continuous monitoring of program performance, enrollment services, contract reviews, and budget projections, ensuring informed and strategic decisions.

- **Comprehensive Evaluation:** We meticulously evaluate current plans and review RFP proposals, providing detailed analyses and recommendations to optimize the City's benefits offerings.
- **Annual and Renewal Services:** Our analytics team manages the annual renewal of all policies, including group health plans, and facilitates open enrollment processes, producing employee benefits handbooks and other essential materials.
- **Ongoing Support:** Throughout the year, we offer ongoing services such as plan reviews, pharmacy design analysis, legislative compliance, carrier liaison, and general employee advocacy and customer service.
- **Employee Advocacy:** Our *Client Support Specialists* provide robust advocacy services for employees facing claims issues, ensuring they receive the support and assistance they need to resolve problems efficiently and satisfactorily.
- **RFP Solicitations and Onsite Clinic Consulting:** We conduct RFP processes, offer onsite clinic consulting, and provide analysis and reporting, ensuring the City receives the best value and service.

Additional Services

In addition to the core services, Gehring Group offers actuarial services, ACA planning and reporting guidance, data analytics tools, and oversight of the employee health clinic. Our in-house professional graphics and video production teams create customized communication materials, such as the annual Employee Benefits Highlights booklet, Wellness Program Brochures, and custom "White Board" videos for online access.

Engagement with Various Stakeholders

We are committed to ongoing, in-person engagement with a wide range of stakeholders, including City staff, health and wellness committees, union groups, City management and board members, the general employee population, and retirees. This hands-on approach ensures that all parties are informed, engaged, and satisfied with the benefits programs provided.

Comprehensive Proposal

Our proposal covers all services outlined in the Scope of Work of the RFP. We include relevant exhibits to illustrate sample work products, reports, communication materials, and letters of recommendation, demonstrating our capability and commitment to delivering high-quality services.

In summary, Gehring Group's approach and methodology for engaging with City representatives are centered on open communication, expert knowledge, continuous collaboration, and a comprehensive suite of services designed to meet the City of Tarpon Springs' needs effectively and efficiently.

COST SAVINGS CASE STUDIES

The following include additional examples of how Gehring Group/Risk Strategies has helped our clients to achieve savings through proactive planning, innovation, and wellness.

Case Study #1: Municipality (150 employees)

Provider Network Analysis

During the evaluation process for a medical insurance proposal that resulted from a competitive RFP, our analytical team conducted a detailed network analysis to compare the provider accessibility in one carrier's HMO network against their "Narrow Network" plan. This analysis revealed that 82% of the City's utilized providers were already part of the "Narrow Network," which, along with a projected claims savings of 6.36%, made it an attractive option for reducing overall healthcare costs.

Further investigation into the remaining 18% of providers not included in the "Narrow Network" showed that most were either chiropractors or providers who were infrequently used by employees, minimizing the potential disruption to care. Given these insights, and following a comprehensive cost-benefit assessment, the City opted to transition its health plan to the "Narrow Network" to capitalize on the projected savings without significantly impacting employee access to care.

In addition to facilitating this transition, our team took proactive steps to enhance the value of the switch. We successfully recruited several of the City's most frequently utilized providers into the "Narrow Network," ensuring even greater continuity of care. To ensure a smooth transition, we also developed a comprehensive Open Enrollment presentation aimed at educating employees on the changes, providing them with a clear understanding of how the new network would operate and what benefits they would continue to receive.

Thanks to our meticulous planning, targeted communication efforts, and minimal disruption to provider access, the transition to the "Narrow Network" was executed seamlessly and received positive feedback from both the City and its employees.

Case Study #2: Special Taxing District (100 employees)

Transition to Alternative Funding Arrangement

Facing a significant 26% increase from their current insurance carrier, the Gehring Group/Risk Strategies took a proactive approach in educating the employer about the advantages of transitioning to a more flexible hybrid funding arrangement. By guiding the employer through the benefits of such a change, our team effectively positioned them to make an informed decision. Additionally, we conducted a thorough RFP process to solicit the most competitive quotes from various providers.

This strategic approach enabled the organization to successfully transition from a fully insured model to a graded funded arrangement with a reputable insurance carrier. Most notably, this transition was achieved with no increase in premium costs for the upcoming year.

Beyond stabilizing their premium costs, our team negotiated additional financial benefits, including a one-time \$15,000 premium credit, along with a \$2,500 contribution to cover COBRA administration expenses. This

alleviated a significant administrative burden from their HR department, allowing them to focus on more strategic initiatives.

Case Study #3: County (900 employees)

Aggressive Negotiations and Competitive Bid Process

In 2021, Gehring Group/Risk Strategies was selected as the County's Benefits Consultant through a competitive bid process. Our initial challenge was to negotiate the medical renewal with limited time before open enrollment. In our first year, we successfully secured a "no increase" for the County's fully insured, triple plan option medical and pharmacy program, ensuring no cost impact for both the County and its employees for the plan year starting October 1, 2021.

As we entered the new plan year, our team immediately began strategic planning with County staff. This included a comprehensive benefits and program review, establishing a timeline for quarterly claims reviews, requesting a non-to-exceed renewal six months prior to renewal, and conducting our annual compliance review. When the timing was right, we released an RFP for all lines of coverage in force at the County. Through this competitive bid process, we achieved the following:

- An 8.3% premium reduction, saving approximately \$800,000
- No changes or reductions to current plan design benefits
- Negotiated an "off cycle" one-year interim Pro-Share agreement with a minimum guarantee of \$250,000, regardless of claims experience, and a return to the normal two-year cycle for 2022-2024
- Secured \$175,000 in Wellness and Technology funds for the first year and \$75,000 for the next three years
- Arranged for the carrier to provide COBRA administration at no cost to the County

The County also initiated discussions on implementing a formal wellness program, adding a health coaching program, and introducing a digital wellness platform in future years.

Additionally, the County adopted the Bentek Online Enrollment and Administration solution, allowing them to go completely paperless, reduce manual processes, and increase efficiencies. This solution provides a central place to administer all lines of benefits coverage for employees and retirees, allows automated eligibility transmissions to carriers, and offers a more efficient way to record qualifying events and beneficiary designations, among other benefits.

Case Study #4: Municipality (1,000 employees)

Savings through Data Analytics and Wellness

One of the strategic solutions we have successfully implemented is a custom-designed Wellness and Disease Management program aimed at managing chronic conditions. After reviewing and analyzing the claims data of a public sector employer with 1,000 employees, we identified diabetes as the top "chronic condition by cost," with over 15% of participants receiving treatment for pre-diabetes or chronic diabetes.

Upon researching various disease management solutions, Gehring Group assisted our client in adopting the Omada Diabetes Prevention Program. This program aims to keep employees engaged in monitoring their health,

encourage prescription drug compliance, and ultimately prevent diabetes. By implementing this program and reducing copays/coinsurance for diabetes treatment services, we have achieved over 13% employee participation and increased awareness of additional care options.

As a result, the City is on track to achieve higher prescription drug adherence, increased treatment frequency, and reduced costs associated with treating this chronic condition.

Case Study #5: Sheriff's Office (900 employees)

Implementation of Mobile Employee Health Center

One of this agency's long-term employee benefit goals was to implement an onsite employee health center but struggled with various logistical challenges. Employees resided across multiple counties, and finding suitable office space was difficult due to the agency's offices being spread across various cities. They further realized that access to healthcare was an issue among the employee population when the carrier's onsite representative made the keen observation that most of the employees she assisted did not have a designated primary care physician.

The solution? A mobile clinic. Gehring Group/Risk Strategies assisted the sheriff's office in implementing a mobile health clinic through **WalkOnClinic**, a vendor specializing in Self-Funded employers' Hybrid Healthcare solutions. This mobile clinic addressed logistical issues and created a primary care home for employees without incurring build-out costs. The clinic launched on May 1, 2023, featuring three exam rooms and a rotation schedule covering Headquarters, Corrections, Courts, Training, and Fleet.

Before the launch, the clinic team projected a 40% utilization rate in the first year. However, at the end of the year, actual utilization reached 64%. The mobile clinic saw 678 employees visiting at least once, with 240 of them making it their primary care provider.



A recent patient survey indicated high satisfaction, with 94% rating the clinic as "Excellent" and 5% as "Good." The survey also revealed that without the clinic, 44% of respondents would have gone untreated or visited urgent care or emergency rooms. The clinic staff also identified a new cancer patient, facilitating referrals to oncologists and surgeons.

Return on Investment

The implementation of the mobile clinic generated substantial savings, totaling over \$1.1 million in hard and soft dollar savings within the first year. This program has effectively addressed the healthcare needs of the sheriff's office, achieving enhanced employee health outcomes while delivering a strong return on investment.

Case Study #6: Municipality (1,050 employees)

Implementation of Regenxx Program

Regenxx procedures offer non-surgical treatment options for individuals suffering from orthopedic issues such as osteoarthritis, joint injuries, spine pain, overuse conditions, and common sports injuries. Their proprietary, research-based methods and patented protocol enable doctors to concentrate your cells and apply them precisely to the injured area. Regenxx has locations throughout Florida, including Yulee, Clermont, Winter Park, St.

Petersburg, Sarasota, Tampa, and its newest location in Vero Beach. They report a success rate of 97.7% to 100%, depending on the service performed.

In the first year of implementation, the goal was to avoid various orthopedic surgeries, thereby enhancing the City's benefits offering and reducing surgical costs. Since Regenexx is not a covered benefit under the carrier's policy, claims were filed manually through an ASO override process. Additionally, Gehring Group negotiated with the City's stop-loss carrier to cover any potential complications, though they were unlikely.

During the program's first year, 29 inpatient hospital procedures were avoided, as employees utilized Regenexx for various orthopedic treatments. The total cost for these 29 members under the Regenexx program was \$308,554, which was paid directly by the City. Treatments included services for the spine, elbow, knee, shoulder and ankle.

Return on Investment

To determine the return on investment of the program, our team utilized two calculation assumption methods: *Cost avoidance* and *health plan utilization trend*. The results of this analysis revealed a savings of over \$200,000 to the medical plan, a 1.7 to 1 ROI in the first year.

In addition to the hard dollar savings associated with the cost avoidance, other savings potentials not captured in our analysis include: presenteeism associated with quicker recovery vs. an invasive surgery and the avoidance of long-term issues associated with surgery (scar tissue, complications, etc.).

Our team is always seeking out innovative ways for our clients to reduce costs and better accommodate the needs of various types of employers and employee populations.

RFP SCOPE OF WORK

To further elaborate on the extent of our services, we would like to take this opportunity to address each item in the Scope of Work as outlined in RFP No. 250003-P-AS:

Medical, Dental, Life, and LTD Plans

A. Collaborate with City Staff to identify City needs, objectives, and strategic planning in providing comprehensive, cost-effective plans and services.

As the City's employee benefits consultant for the past five years, collaborating with City Staff has been essential to ensure that the needs and objectives of the City are met effectively. This collaboration involves:

- ✔ **Identifying City Needs:** Our team engages with City Staff through at numerous times throughout the year to review plan performance, gather detailed information about their current benefits, employee demographics and specific needs to plan for the future. By analyzing the existing claims experience and benefits programs, we can identify coverage gaps, overutilization of specific benefits, or areas for improvement. Our goal is to customize solutions that address the unique challenges and requirements of the City's workforce.
- ✔ **Setting Objectives:** Collaborating with City Staff to establish clear, measurable objectives for the benefits program is crucial. These objectives might include improving enhancing plan benefits, increasing employee satisfaction, reducing turnover, or providing additional education. It's important to ensure that these objectives align with the City's overall strategic goals and budgetary constraints. Prioritizing the most critical objectives helps focus efforts on what matters most.
- ✔ **Strategic Planning:** Developing a strategic plan involves outlining the steps needed to achieve the set objectives over a specified period. We work with the City to develop a long-term vision that is flexible enough to adapt to changing circumstances, such as budget adjustments or shifts in employee needs. Our timeline of events is essential for planning RFP processes, planning open enrollment, rolling out new benefits or making changes to existing ones.
- ✔ **Providing Comprehensive Benefits Options:** Offering a diverse range of benefit options, including health, dental, vision and life insurance, supplemental coverages, and wellness programs, helps to ensure that the varied needs of City employees are met. Providing resources for education and support helps employees understand and make the most of their benefits. Gehring Group/Risk Strategies' educational campaigns are a perfect example. It is also important to ensure that the benefits program provides the level of coverage necessary to meet the needs of the City's employee population.
- ✔ **Ensuring Cost-Effectiveness:** Working within the City's budget to find cost-effective solutions that do not compromise on quality is key. This involves leveraging relationships with carriers and vendors to negotiate better rates and terms, as well as streamlining processes to reduce administrative costs, as the City has done with the implementation of the Bentek solution. Our aim is always to maximize the value of the benefits program while maintaining fiscal responsibility.

By collaborating with the City and focusing on these areas, we can create a robust and effective benefits program that supports the City's employees and aligns with its strategic goals.

B. The contracted firm will be required to provide a self-service, internet-based solution that can electronically transmit benefit data to multiple carriers for insurance products and services.

Gehring Group/Risk Strategies has provided the City of Tarpon Springs with the Bentek® Online Enrollment and Administration System since 2020 inclusive within our annual fee. With Bentek, the City has been able to streamline its benefits administration processes, have a paperless open enrollment and benefit resource center, provide an online benefits guide, conduct audits on eligibility and deductions, and maintain retiree enrollment information, all within a HIPAA secure, comprehensive solution providing YEAR-ROUND enrollment capabilities, unlimited inclusive support, and comprehensive benefits administration services in addition to providing the data necessary to perform the annually required filing of the Affordable Care Act 1095/1094-C forms with the IRS. **Please note that Bentek has authorized Gehring Group/Risk Strategies as the sole vendor for the Bentek solution in response to this RFP.**

Other Florida public sector entities that currently utilize Bentek include:

Account Name	
Brooksville, City of	North Port, City of
Cape Coral Professional Fire Fighters Health Ins. Trust	Oakland Park, City of
Cape Coral, City of	Okaloosa County BOCC
Career Source Palm Beach County	Oldsmar, City of
Charlotte County BOCC	Oviedo, City of
Clearwater, City of	Palm Bay, City of
Cocoa Beach, City of	Palm Beach, Town of
Cocoa, City of	Palm Springs, Village of
Coconut Creek, City of	Parkland, City of
Davie, Town of	Pasco County Clerk
Deerfield Beach, City of	Pinellas Suncoast Transit Authority
Delray Beach, City of	Port St. Lucie, City of
Dunedin, City of	Rockledge, City of
Hernando County Board of County Commissioners	Sarasota County Sheriff's Office
Highlands County Board of County Commissioners	Sebastian, City of
Hollywood, City of	South Florida Water Management District
Key West, City of	St. Lucie County Sheriff's Office
Keys Energy Services	Stuart, City of
Lake Worth Beach, City of	Tampa Bay Water Authority
Margate, City of	Tax Collector, Palm Beach County
Martin County BOCC	Venice, City of
Martin County School District	Walton County BOCC
Martin County Sheriff's Office	Wellington, Village of
Naples, City of	West Palm Beach, City of

About Bentek®

Bentek® is a system developed specifically to meet the unique needs of the public sector. It is an easy and convenient, online benefits enrollment and administration system that streamlines benefit enrollment by delivering a web-based enrollment solution to over **100 Florida public sector entities** currently.

Via BenteK, our clients have access to a sophisticated, completely paperless benefits enrollment and administration solution that increases efficiencies in numerous ways including: allowing employees to access their benefits information 24 hours a day/365 days a year; providing one central place for employers to administer all lines of benefits coverage for employees and retirees; allowing automated eligibility transmissions to your carriers; providing a more efficient way to record qualifying events and beneficiary designations, and more.



The online enrollment experience, “**Enrollment in 6 Steps**”, is designed to guide employees through the enrollment process in progressive steps, each tracked within the Enrollment Progress Bar. During any enrollment process (Open Enrollment, New Hire, Qualifying Event), employees can view both current and future enrollment and deduction information for all benefit options on one page.

BenteK is a completely cloud-based benefits enrollment and administration solution that streamlines your administrative processes and provides a comprehensive solution inclusive of the following features:

Employee Self-Service

- Powerful self-service tool providing employees with 24/7/365 access from the comfort of their homes to view their real time comprehensive benefits summary, review and compare plans, report qualifying life events, upload supporting documents, view dependents, manage beneficiaries for life insurance and retirement plans, and more.
- Increased employee engagement with access to current enrollment, cost, plan documents, provider information and a plan comparison tool to assist with enrollment decisions.
- Customized content including open enrollment news, embedded links, and access to videos and presentations which create a system that is complete with benefit resources for employees.

Open Enrollment

- Provides a rules-based enrollment and customized user experience built with benefit logic, alerts, and informational notifications based on the client’s plan eligibility rules specifically designed for the annual enrollment period.
- Ability to immediately upload supporting documents for dependent verification upon completing the annual open enrollment session.



- Provides a detailed confirmation statement of all elected benefits and deductions that can be saved, printed, and viewed in future sessions.
- Ability to access detailed plan information such as Summaries of Benefits and Coverage, plan summaries, plan comparisons and acknowledge compliance notifications, disclaimers, etc.
- Supports passive enrollment to eliminate interruption to daily administration activities.
- Supports carrier, plan, and rate changes without requiring employees to re-enroll.
- Has no blackout periods during renewal planning and set-up.

New Hire Enrollment

- New hires have access to the New Hire Enrollment module in Bentek throughout their eligibility waiting period to elect benefits, upload supporting documents, and designate life insurance beneficiaries.
- Provides a rules-based enrollment and customized user experience built with benefit logic, alerts, and informational notifications based on the client's plan eligibility rules specifically for new hires.
- Ability to immediately upload supporting documents for dependent verification upon completing a new hire enrollment session.
- Displays all employer-paid benefits to employees during their new hire enrollment.

Benefits Administration

- Management of employee demographics, personnel data, coverage eligibility, and dependent records in one single system of record.
- Automatically transmits electronic eligibility to insurance providers.
- Offers administrators visibility into plan statistics and system activity via a customized dashboard and automated system notifications.
- Offers an Announcements and Communication Center to reach out to new hires and send reminders to employees during annual enrollment.
- Benefit Administrators can approve qualifying life event submissions and generate customized approval, pending, and denial letters.
- Personnel and Payroll audit features to maintain the integrity of data between the Payroll system, HRIS system, and Bentek.
- Generates self-bills for all lines of coverage.
- Provides access to over 40 standard reports.

Advantage of the Gehring Group/Bentek® relationship.

Lastly, it is important to note the increased level of efficiency that is inherent in Gehring Group/Risk Strategies' partnership with Bentek, providing a unique synergy that affords Gehring Group several service-related advantages including but not limited to:

- Immediate and increased access to reporting and census data for Gehring Group/Risk Strategies staff to assist employees with claims issues in a timely fashion;
- Ability to provide Bentek staff with information regarding renewal progress, negotiations, and information updates;
- Full participation from the Gehring Group/Risk Strategies team during the renewal process, working hand in hand with Bentek team to deliver a world class solution and streamlined communication to employees; and
- Priority consideration of enhancement requests or platform customization.

Due to our continuous working relationship with Bentek, we are better able to serve in assisting staff and carriers/vendors with implementations, benefit updates and general enrollment questions.

Please Note: For each client's protection, a separate Professional Services Agreement, Software as a Service Licensing Agreement, and Business Associate Agreement will be required to be executed directly with Bentek.

C. Prepare Request for Proposals (RFPs) packages for benefit programs identified/requested by the City.

Gehring Group/Risk Strategies coordinates and assists in all phases of the procurement process for all benefit programs identified/requested by the City. Our involvement can be as comprehensive as requested. After reviewing all necessary background information, we collaborate with City staff to formulate all RFPs for submission to the insurance market. This includes negotiating proposed renewal offerings, working with the procurement division to ensure the integrity of the bid process, and issuing bid specifications directly to the market. Our team will gather and incorporate all necessary schedules of benefits, claims reports, large claims data, etc. into the RFP, along with additional requirements for wellness funds, technology requirements, and performance guarantees. In addition, we will address and respond to relevant vendor questions relating to the RFP as directed by the City.

To effectively market an employee benefits plan, we consider numerous factors. We present and negotiate a plan that aligns with our clients' goals, contribution structure, plan design, union obligations, network availability, and entity structure. Beyond the key elements required for formulate the RFP, such as census data, plan design, and claims experience, we evaluate additional aspects involved in the decision-making process, including prescription drug formularies, top-utilized providers, hospital access, and the physical location of the entity. The entity's location within the state can impact the robustness of each provider network and the extent of provider discounts.

Gehring Group/Risk Strategies has extensive experience in preparing RFPs and soliciting proposals for all types of insurance, and we are confident in our ability to secure various competitive options for your consideration.

D. Review and analyze RFP responses and make written recommendations as to which best meet the City's needs and objectives.

Upon receipt of all proposals submitted in response to the RFP process, Gehring Group/Risk Strategies will evaluate each proposal, conducting a detailed analysis of each program offered. We will compare all proposals side-by-side with the current program, illustrating the differences, advantages, and disadvantages of each. This includes a comprehensive cost comparison outlining the total program cost, breaking down costs related to employer and employee contributions, and detailing all applicable proposal caveats. We will review and evaluate all creative funding options and innovative plan designs for viability and cost-effectiveness and make written recommendations as to which best meet the City's needs and objectives.

During the evaluation process, we will also compare provider networks to determine which proposals are viable options by performing a network disruption and network discount analysis. During this stage, Gehring Group/Risk Strategies will meet with staff to review our initial findings. Once our analysis identifies viable vendors, we seek clarification on any outstanding details before making a recommendation. This second-level request for clarification occurs after reviewing the submitted proposals. Given that insurance is one of the few areas in public entity purchasing regulations where simultaneous negotiations can occur, it is crucial for the RFP process to include a "best and final" phase within the timeline.

Following finalist negotiations and continuous communication with staff, we will provide a formal evaluation and recommendation based on the entity's needs and goals. This presentation can be delivered as a written evaluation with recommendations and/or a PowerPoint presentation to applicable decision makers.

E. Present proposals analysis and/or contract recommendation to City Commission, when requested.

Members of the Gehring Group/Risk Strategies team are ready to present proposal analyses and contract recommendations to the City Commission upon request. Additionally, our team is available to participate in staff, committee, and City Council workshops throughout the RFP, negotiation, and recommendation process. We offer unlimited onsite meetings at no additional charge, ensuring continuous support and collaboration throughout the year.

F. Negotiate, develop/or review any vendor performance guarantee, as well as finalizing contracts and documents, when requested

Our team is dedicated to ensuring that all vendor performance guarantees are thoroughly negotiated, developed, and reviewed to meet the highest standards. We take a proactive approach in finalizing contracts and documents, ensuring that every detail is meticulously addressed. This includes collaborating closely with vendors to establish clear performance metrics and guarantees that align with the City's objectives. By overseeing the entire process from negotiation to finalization, we provide comprehensive support to ensure that all agreements are robust, transparent, and beneficial to the City.

G. Consultant will assist the City in ensuring that the selected companies meet all contractual and legal obligations.

Our team of expert employee benefits consultants meticulously reviews all insurance carrier and vendor contracts. This thorough review process ensures that the terms and conditions align precisely with what was initially proposed and presented to our clients. We also verify that the selected companies meet all contractual and legal obligations, safeguarding our clients from potential compliance issues and ensuring they receive the promised benefits.

By leveraging our extensive industry knowledge and experience, we provide our clients with peace of mind, knowing that their benefits programs are managed with the highest level of diligence and integrity. Our goal is to optimize the value and effectiveness of their employee benefits offerings, while also mitigating risks and ensuring regulatory compliance.

H. Assist City staff and employees with issues involving provider billing, claims, vendor services issues/problems, disputes, interpretation of contracts and services, advocacy for services, changes, and general troubleshooting.

The Gehring Group/Risk Strategies team is dedicated to providing comprehensive support not just to benefits administration staff and decision-makers but also directly to employees and retirees. We are readily available to address inquiries about coverage, providing billing, claims issues, vendor service, paperwork completion, and more. Recognizing the value of personalized interaction, in the past, we have even arranged individual meetings with employees and their spouses to thoroughly explain their benefit options beyond the group meeting setting.

Moreover, we extend our support to assist the City, its employees, retirees, and COBRA participants with plan option questions and unresolved claim issues. Beyond your designated account manager, Gehring Group offers a team of in-house Client Service Specialists for this very purpose. These specialists are committed to helping employees navigate claims issues by analyzing the problem and liaising with both the carrier's claims department or service representative and the provider's office to find resolutions.

At Gehring Group/Risk Strategies, we uphold a standard of prompt response, typically returning calls within the same day and within 24 hours. Our clients appreciate the assurance that they can always reach their service team, who, if out of the office, remain accessible via their cell phones or through our administrative assistants. This level of accessibility and responsiveness underscores our commitment to exceptional client service.

I. Attend as needed meetings with City staff, Board of Commissioners, annual Open Enrollment, and other meetings to provide on-site administrative support in carrying out services. Prepare presentations as needed for meetings.

Our team is dedicated to providing exceptional employee benefits consulting services, ensuring that all aspects of your organization's needs are met with professionalism and expertise. Members of our team will actively participate in various meetings, including those with City staff, the City Council, and during the annual Open Enrollment period. We understand the importance of being present and available to address any questions or concerns that may arise. Our on-site administrative support ensures that all services are carried out smoothly and efficiently, providing you with peace of mind.

We also recognize that clear and effective communication is key to successful benefits administration. Therefore, we will prepare customized presentations as needed, tailored to the specific audience and objectives. Whether it's explaining new benefits options during Open Enrollment or providing updates to the City Council, our presentations will be designed to inform and engage, ensuring that all stakeholders are well-informed and confident in the decisions being made.

Our approach is proactive and responsive, anticipating your needs and addressing them promptly. We are committed to being a reliable partner, providing the support and expertise necessary to navigate the complexities of employee benefits. Our goal is to enhance the overall experience for both the organization and its employees, making benefits administration as seamless and effective as possible.

J. Monitor and track the effectiveness of the Employee Wellness Clinic, analyze reports, and make recommendations to the City.

Our team is committed to ensuring the success and effectiveness of your Employee Wellness Clinic through diligent monitoring and analysis. For our clients that have implemented an onsite clinic administered by a clinic vendor, we continuously monitor and track the performance of the Employee Wellness Clinic, utilizing a range of metrics to assess its impact on employee health and well-being. This includes tracking participation rates, health outcomes, and employee satisfaction. By maintaining a close watch on these indicators, we can ensure that the clinic is meeting its objectives and providing tangible benefits to your employees.

Additionally, our analysis extends to evaluating the value of implementing a wellness clinic or participating in a shared clinic, such as those offered through your medical carrier. This evaluation helps determine whether further participation in the clinic generates sufficient value to justify its implementation or cost of continued participation.

K. Review and analyze claims experience data, claims service and the efficiency and accuracy of claims administration to ensure the City is receiving optimum service and benefits from carriers and vendors in the most cost-efficient manner.

At Gehring Group/Risk Strategies, we offer a comprehensive, year-round service that includes an in-depth review of historical and current claims experience, demographic data trends, and plan performance from a financial perspective. Our seasoned analysts consistently evaluate each client's plan performance, conducting extensive analysis at scheduled intervals. This process identifies cost drivers and opportunities for optimization, leading to better decisions regarding plan design and cost savings. It also empowers your benefits team, insurance committee members, and decision-makers with the knowledge needed for informed program recommendations.

Our Services Include:

- ✔ **Continual Monitoring:** We continuously monitor claims experience and marketplace trends specific to government employers, enabling effective budget and renewal projections.
- ✔ **Large Claims Monitoring:** We oversee large claims and manage stop-loss reimbursement filings for self-insured plans.
- ✔ **Data Analysis:** Our data analysis identifies cost drivers and determines wellness and education targets.
- ✔ **Claims Utilization Reports:** We review monthly or quarterly claims utilization reports to keep you informed.
- ✔ **Quarterly Meetings:** We hold quarterly meetings with staff to review claims experience reports, large claims data, and provide budget projections.

Additionally, our extensive experience in the Public Sector allows us to offer valuable insights based on real-time industry knowledge, and benchmarking data. We review utilization trends specific to the public sector market, providing actionable recommendations for our clients.

L. Collect and maintain management information regarding group plans necessary to facilitate decisions regarding employee group health benefits and services.

As stated above, Gehring Group/Risk Strategies' extensive experience in the public sector allows us to offer valuable insights based on real-time industry knowledge and benchmarking data. We review utilization trends specific to the public sector market, providing actionable recommendations for our clients. Our year-round service includes in-depth reviews of historical and current claims experience, demographic data trends, and plan performance from a financial perspective. By continually monitoring claims experience and marketplace trends, we provide effective budget and renewal projections and additional program data, empowering your benefits team and decision-makers with the knowledge needed for informed decisions about employee group health benefits and services.

M. Ensures COBRA notification and administration, as well as all data needed for ACA and other required reporting.

Gehring Group currently provides COBRA administration services at no cost to the City ensuring a seamless and compliant transition for employees who require continued health coverage. Additionally, through our partnership with Bentek, we provide comprehensive guidance to the City for the annual ACA reporting process. Our team walks the City through each step, ensuring that all required information is accurately

compiled and submitted to the IRS. This hands-on support helps the City meet its compliance obligations efficiently and effectively, reducing the administrative burden and ensuring peace of mind.

N. Act in an advisory capacity and provide overall guidance concerning health and welfare regulatory compliance e.g. COBRA, HIPAA, Medicare, FMLA.

At Gehring Group/Risk Strategies, we are deeply committed to ensuring our clients' compliance with all state and federal regulations. We diligently keep all plan offerings and related documents current and provide clear and timely updates on both pending and new legislation. Our proficiency encompasses a wide range of laws, including the Affordable Care Act, Firefighter Cancer Bill, FFCRA, CARES Act, ARPA, Inflation Reduction Act, HIPAA, COBRA, among others.

We adopt a proactive stance in learning, interpreting, and education regarding all pertinent regulations as they are released. Our team ensures that our clients are always informed about regulatory changes that may have an impact on them. Moreover, we have ready access to legal counsel to address any benefits-related inquiries or scenarios that necessitate further legal insight as outlined below.

Strategic Legal Partnership – Seyfarth

Gehring Group retains Seyfarth's Benjamin Conley as an additional resource for legal issues and research regarding health and welfare plans, ERISA, and other benefits related topics. Mr. Conley regularly advises on defined benefit and defined contribution plan compliance, ACA, Section 125, ERISA, COBRA, and HIPAA privacy regulations. He is also a member of Seyfarth's healthcare reform team and regularly consults with various governmental agencies such as the IRS, Department of Health and Human Services and the Department of Labor on health care reform developments, receiving clarification and interpretation of guidance directly from the source.

O. Assist City staff in ensuring compliance with all mandated reporting and posting/notice requirements for benefit plans and that the programs comply with State and Federal legislation.

Gehring Group also works with our clients to ensure they are compliant with all annual notice and disclosure requirements. To assist in this effort, we have developed our "Annual Notices and Disclosures" checklist booklet to ensure that all requirements have been addressed. It provides a description of the notice, when it is due, allowed distribution methods and easy access to links locate the notice.

Additional tools utilized by our services teams include various external resources as well as checklists developed internally to assist with organization and compliance. Some of these checklists include:

- Annual Legislative Compliance Review (including ACA)
- Compliance Notices Review
- Account Management Open Enrollment Checklist
- Implementation Checklist (New Carrier, New Client)
- Member Appeal Process Checklist
- Analytical Final Decisions Checklist
- Graphics Timeline Checklist (Employee Benefits Highlights)
- Employee Benefits Highlights Booklet Review Checklist



With our proactive approach and comprehensive resources, Gehring Group/Risk Strategies ensures that our clients remain compliant, informed, and well-prepared to navigate the complexities of employee benefits and regulatory requirements.

P. Review and disseminate information to City staff regarding new or revised State and Federal legislation that impacts benefit programs.

As highlighted above, Gehring Group/Risk Strategies adopts a proactive stance towards understanding, interpreting, and educating our clients on all relevant regulations as they are released. We remain vigilant in keeping our clients informed of any regulatory changes that may impact them, ensuring they stay abreast of evolving compliance requirements. Gehring Group employs several methods of educating our clients about changes in federal, state, and/or local laws. These include:

- **Gehring Group Newsletters**

Gehring Group/Risk Strategies provides you with updates regarding any changes in applicable laws and how they might affect your benefits program via our Gehring Group newsletters which are distributed via email. (Samples included in **Exhibit E.**)

- **Client Seminars/Webinars**

During this time of legislative change, Gehring Group/Risk Strategies has taken on the role of becoming an educational resource for our clients by hosting several informative seminars on relevant topics. Most recently, we hosted a webinar regarding the new legislation surrounding Medicare D and new requirements for “creditable coverage”. Each year, we also host several client seminars/webinars on various topics, to ensure that our clients have all the information needed to be adequately prepared for new mandates and are comfortable in their understanding of all requirements. (Sample included in **Exhibit D.**) Employers can also take advantage of the educational opportunities available at our annual *Public Sector Summit*, *Mental Health First Aid Workshops* and more. In addition, Gehring Group hosted a *First Responder Mental Health Focus Group* to help address the concerns of our clients’ Police and Fire employees.

The following includes a sample of webinars and trainings Gehring Group has hosted and presented during the past two years:

Date	Client Educational Opportunity
January 5, 2022	Webinar – It’s 1095 Time!
January 26, 2022	Webinar – The A, B, C, Ds of Medicare Part 2
March 30, 2022	First Responder Focus Group – Police and Fire Mental Health Focus Group
April 20-21, 2022	Public Sector Client Summit – Various Benefits and Risk Management Topics
July 14, 2022	Webinar – Employer Health Plan Considerations in the Wake of Dobbs
July 22, 2022	Webinar – CAVU For You: Benchmarking for the Public Sector
September 20, 2022	Webinar – Legislative Updates: Public Safety Officer Support Act & Inflation Reduction Act.
February 21, 2023	Webinar – The End of the Public Health Emergency
March 16, 2023	Webinar – What SECURE Act 2.0 Means for your Pot of Gold

Date	Client Educational Opportunity
May 16, 2023	Public Sector Client Summit - Keys to Caregiving for the Sandwich Generation
June 7, 2023	Webinar – The Latest in Legislation: Retiree Updates
June 12, 2023	Webinar – The Long Goodbye: Preparing for the End of the Outbreak Period
June 14, 2023	Webinar – Florida's Latest Health Care-Related Bills
October 24, 2023	Webinar – Gag Clause Prohibition – Guidance for Employers
November 7, 2023	Webinar – It's 1095 Time
April 24-25, 2024	Public Sector Client Summit – Leading Through Storytelling: How Stories Shape Us and Connect Us”
June 25, 2024	Webinar – Dueling Mandates – Section 1557 of the ACA
October 1, 2024	Webinar – Understanding Recent Changes Affecting Creditable Coverage

Gehring Group also hosts regular *Benefits Administrator Workshops* for our clients' benefits administration staff during which we review such topics as the basics of coverage types, plan year administration, the RFP and purchasing process, notional accounts, best practices, statutes surrounding Sunshine Laws, benefit program reporting, benefits program and ACA compliance, and many other topics based on feedback from our clients.

- **Face-to-Face Meetings**

Lastly, Gehring Group is committed to meeting with clients face-to-face to address their unique issues and opportunities. Our goal is to provide comprehensive training and support tailored to each client's needs. As members of the agent advisory councils for many major insurance carriers in the state, we are often among the first to learn about new health plan trends and product offerings resulting from legislative mandates. This allows us to keep our clients well-informed about new programs and potential cost-saving opportunities. Additionally, we ensure that each client is updated on any changes in state or federal regulations that may impact them.

Gehring Group has taken a proactive stance and is consistently monitoring the current events taking place amidst the current fast-paced legislative environment. We will continue to provide you with updates regarding any changes applicable to client benefits programs and assist in planning and preparation to remain in compliance with all legislative requirements.

Q. Assist in research of the available options of website technologies to support online enrollments, qualifying event changes and employee education to assist employees in self-management of benefits.

Gehring Group/Risk Strategies is a strong advocate for utilizing website technologies to support online enrollments, qualifying event changes, and employee education. As such, we have included the services of the BenteK solution to facilitate a seamless online enrollment process, allow employees to easily enroll in their benefits, report life events that affect their coverage, and access educational resources. By utilizing this effective technology solution, we can help ensure that employees have the tools they need to manage their benefits independently. BenteK employs a user-friendly interface design, integration capabilities with existing systems, strong security measures, and provides free support and training resources. Ultimately, our goal is to empower employees to take control of their benefits through an intuitive and accessible online solution. Some of the main features of BenteK include:

- **Employee Self-Service**

The Employee Self-Service tool empowers employees with 24/7/365 access to a comprehensive benefits summary from the comfort of their homes. It allows them to review and compare plans, report qualifying life events, upload supporting documents, view dependents, and manage beneficiaries for life insurance and retirement plans. This module enhances employee engagement by providing current enrollment details, cost information, plan documents, provider information, and a plan comparison tool to assist with enrollment decisions. Additionally, it offers customized content such as open enrollment news, embedded links, and access to videos and presentations, creating a complete system of benefit resources for employees.

- **Open Enrollment**

The Open Enrollment module offers a rules-based enrollment and customized user experience built with benefit logic, alerts, and informational notifications based on the client's plan eligibility rules. Employees can immediately upload supporting documents for dependent verification upon completing the annual open enrollment session. Bentek provides a detailed confirmation statement of all elected benefits and deductions, which can be saved, printed, and viewed in future sessions. It also allows access to detailed plan information, such as Summaries of Benefits and Coverage, plan summaries, plan comparisons, and compliance notifications. The system supports passive enrollment, carrier, plan, and rate changes without requiring employees to re-enroll, and has no blackout periods during renewal planning and set-up.

- **New Hire Enrollment**

New hires can access the New Hire Enrollment module throughout their eligibility waiting period to elect benefits, upload supporting documents, and designate life insurance beneficiaries. This module provides a rules-based enrollment and customized user experience with benefit logic, alerts, and informational notifications based on the client's plan eligibility rules specifically for new hires. It allows immediate upload of supporting documents for dependent verification upon completing a new hire enrollment session and displays all employer-paid benefits to employees during their new hire enrollment.

- **Benefits Administration**

The Benefits Administration module manages employee demographics, personnel data, coverage eligibility, and dependent records in a single system of record. It automatically transmits electronic eligibility to insurance providers and offers administrators visibility into plan statistics and system activity via a customized dashboard and automated system notifications. The system includes an *Announcements and Communication Center* to reach out to new hires and send reminders to employees during annual enrollment. Benefit Administrators can approve qualifying life event submissions and generate customized approval, pending, and denial letters. It also features personnel and payroll audits to maintain data integrity between the Payroll system, HRIS system, and Bentek, generates self-bills for all lines of coverage, and provides access to over 40 standard reports.

By leveraging the right technologies, we can empower employees to manage their benefits independently, ensuring a seamless and efficient experience for both employees and administrators.

R. Conduct renewal negotiations with vendors in collaboration with City staff in maintaining benefit plans in the most cost-efficient manner through continued monitoring and analysis.

Consultant is to provide information sessions which shall include but are not limited to the following:

- a) **Review annual contribution strategy from active participants and retirees**
- b) **Projected renewal costs**

- c) **Projected loss ratios**
- d) **Enrollment analysis and comparisons**
- e) **Claims analysis and comparisons**
- f) **High-cost claim summary**
- g) **Network utilization and cost avoidance reports**

In addition to conducting a formal RFP or market solicitation process for the insurance coverage lines within your employee benefits program, Gehring Group/Risk Strategies will leverage our actuarial resources to develop and assist with budget projections. We will provide a timeline of expectations, securing the first renewal offer at the earliest possible date to begin aggressive negotiations on renewal pricing and terms. This proactive approach minimizes disruption to your membership while balancing your needs, goals, and union commitments. Our focus on serving the public sector and regional client base allows us to efficiently leverage our established credibility with insurance carriers and government trusts. Additionally, our experienced team excels in negotiating not only the benefits and costs of your programs but also value-added services such as wellness funding, onsite carrier support, technology funding, and aggressive pharmacy rebate returns. With top-tier recognition from all major insurance carriers, we deliver results for both the employer and every enrolled member.

Your Gehring Group/Risk Strategies team recommends meetings with the City on a quarterly basis to ensure the organization stays well-informed about the performance and status of their benefits program. These sessions would include a review of the annual contribution strategy for both active participants and retirees, analyzing current contribution levels and recommending adjustments to maintain sustainability and competitiveness, and to avoid adverse selection. During these meetings, we would also present our renewal projection helping the City to budget effectively by forecasting potential premium increases based on plan performance, market trend factors, legislative impacts, and plan design changes.

We would also review claims loss ratios, offering insights into the financial health of the benefits program by comparing claims paid to premiums received, and look to identify trends in employee participation rates. Our claims review also includes highlighting any high-cost claims that may affect renewal proposals.

Additionally, we would review network utilization and cost avoidance reports, analyzing how employees use the healthcare network and identifying opportunities for savings and optimization. This comprehensive approach ensures the organization can proactively manage its benefits program, supporting employee well-being and the financial health of the organization. By addressing these key areas, we can help the City make informed decisions and maintain an effective benefits strategy.

S. The City of Tarpon Springs reserves the right to meet with any and all providers. Consultant shall facilitate meetings with providers as needed, requested, and/or required.

Gehring Group/Risk Strategies acknowledges the City's right to meet with any and all providers. As your consultant, we are committed to facilitating these meetings to ensure effective communication and collaboration. When meetings are needed, we will coordinate and manage the logistics to ensure they are conducted smoothly and efficiently. Our role includes scheduling, preparing agendas, and providing any necessary documentation to support these interactions. By doing so, we aim to foster a transparent and cooperative relationship between the City and its providers, ensuring that all parties are aligned and informed throughout the process.

T. Perform other related services on an “as needed” basis.

Gehring Group/Risk Strategies can perform other related services on an “as needed” basis, ensuring that we are flexible and responsive to your evolving needs. Our goal is to be a reliable partner, capable of adapting to your unique requirements and delivering tailored solutions whenever you need them. Some additional services currently provided to the City by Gehring Group/Risk Strategies that are not included in the Scope of Work outlined herein include:

1. EMPLOYEE COMMUNICATION OPTIONS

At Gehring Group/Risk Strategies, we prioritize employee education and transparent communication regarding the City’s employee benefits offerings. Leveraging the expertise of our skilled in-house Graphics team, we are poised to assist the City by creating tailored communication materials designed to address specific needs. From informative flyers and eye-catching posters to engaging campaigns and informative videos, we ensure that all materials are crafted with precision and clarity to effectively convey essential information about your employee benefits program. These options include:

- **Employee Benefits Guide**

One of the tools necessary in the enrollment and communication process is the annual employee benefits guide. (Sample included in **Exhibit A.**) At the beginning of each new plan year, we compile all the information regarding your insurance coverages, and summarize them in a custom employee friendly benefit booklet. This booklet has proven to be a valuable resource and has allowed members to clearly understand plan options related costs to make decisions in their best interest each year. We will provide an electronic version of the annual benefit guide for posting on your intranet or applicable location. Paper copies are available upon request.



- **Professional Employee Communications**

In addition to the provision of the employee benefits guide, we can also draft and produce employee communication pieces such as department posters, mass employee mailings, Wellness Program brochures, etc. which will allow you to better communicate its employee benefit offerings, enrollment deadlines, wellness initiatives, and keep your employees well educated regarding their employee benefit options and responsibilities. Gehring Group produces all brochures and other work products in-house at no additional charge. (Samples included in **Exhibit B.**)



- **Employee Benefits Education & Wellness Campaigns**

We also have pre-designed wellness campaigns and challenges that are easy to implement, relevant and timely. Campaigns recently implemented by clients include a focus on being a conscientious consumer and include:

- Using your Flexible Spending Account – “You’re going to need those (glasses, prescriptions, braces, ... anyway.”
- Let’s Get Appy – “Utilize your carrier App by downloading the carrier app for convenience and cost savings.”
- Preventive Healthcare Services – “I understand the importance of using Preventive Healthcare Services.”
- Know Before You Go – “What is considered emergency care versus non-emergency; where to go for diagnostic testing; the best place to fill a prescription.”
- Wellness in a Box – Pre-designed wellness campaigns complete with education and challenges to increase engagement.



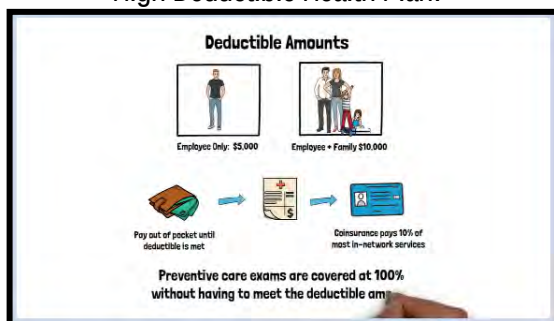
Our team can assist in developing a communication strategy and determining a targeted message.

- **Video Communication**

Gehring Group has developed custom whiteboard education/communication videos which provide employees with a concise video utilized to educate them on various benefit options or additional services such as EAP and health center promotion (if applicable) with additional topics coming soon. These videos can be hosted on the City’s intranet or other applicable location. **Click or scan the QR code to the right to review one of our educational videos** regarding High Deductible Health Plans. These videos can be scripted and edited based on the City’s plan benefits.



High Deductible Health Plan:



Employee Assistance Plan:



2. MINERAL ONLINE HUMAN RESOURCES RESEARCH TOOL

Gehring Group/Risk Strategies provides *Mineral* to all clients **at no additional cost**. *Mineral* offers a one-stop resource for quick answers to thousands of human resources and employee benefits questions covering such issues as record-keeping, employment law, wages and withholding, workers' compensation, harassment, ERISA, COBRA, and FMLA. *Mineral* provides you with easy and immediate access to expert HR advisors who will provide information and answers in a timely manner to minimize the exposure and risk associated with legal and regulatory matters. These answers are provided via phone, web, or email, followed up with a written response to summarize the issue and result. This service also includes over 200 safety training courses and the ability to assign and track completion of training.

HR Hotline – Immediate, unlimited help from PHR and SPHR Advisors via phone or email.

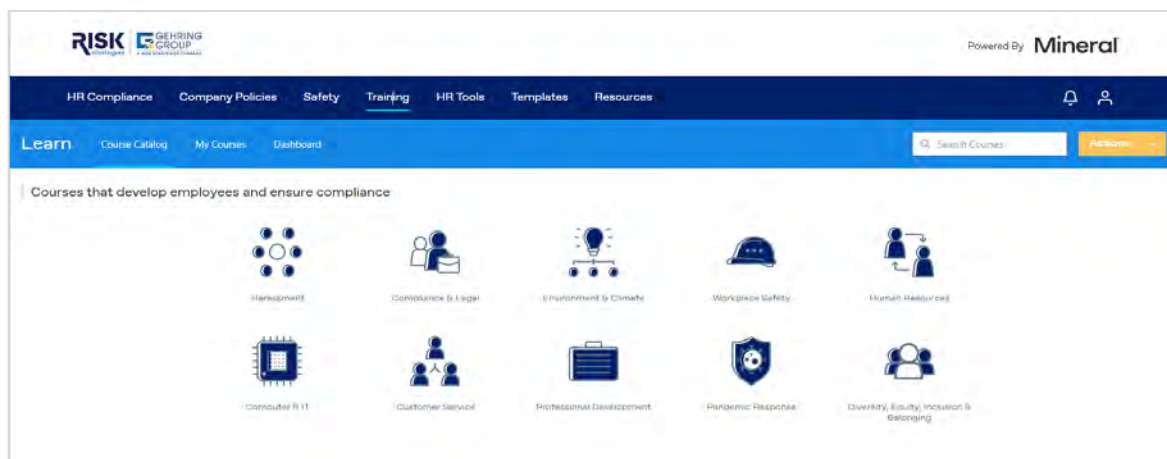
- Phone access to HR advisers anytime Mon-Fri, 9am-8pm EST
- Written/email follow-up on complex issues or researched matters
- National and regional expertise

HR Library – Immediate access to HR resources to solve your HR concerns.

- Thousands of forms, documents, tools, and checklists for every HR department
- Job description builder and salary benchmarking tools

Learn Pro – More than 200 online training courses that ensure compliance, reduce risk and drive employee engagement.

- Intuitive administrative dashboard
- Risk and Safety content
- Robust reporting



Employee Wellness Center

- A. Consultant shall develop, issue, receive and evaluate/negotiate proposals for the center's setup and operation.**
- B. Make written recommendations as to which best meets the City's needs and objectives.**
- C. Assess clinic operational structure and cost, as well as vendor qualifications.**
- D. Perform data analyses with respect to efficiency, effectiveness and cost of the Clinic.**
- E. Act as liaison between City Staff and selected medical service provider, with services to include, but not limited to:**
 - a) primary care**
 - b) health risk assessments**
 - c) immunizations**
 - d) exams and screenings**
 - e) prescriptions**
 - f) pharmaceutical dispensing**
 - g) disease management**
 - h) primary care case management**
 - i) lab work**
 - j) health coaching**

Gehring Group/Risk Strategies staff bring extensive experience in the implementation and analysis of onsite clinic concepts, currently collaborating with City Staff to oversee the performance of the City's participation in the onsite clinic through FMIT. By shifting costs from the medical plan to the clinic, many employers have better managed specific claims costs while providing employees with greater access to medical care. With over 20 Florida public entity clients currently operating or jointly participating in employee health centers, Gehring Group/Risk Strategies' expertise in these efforts is unparalleled. We lead the process from conducting the bid to determining the most viable clinic provider and model for our clients. We remain involved to oversee the implementation once a decision is made.

When an employee health center is in place, your Gehring Group/Risk Strategies team offers continuous support, assists with challenges, reviews existing interlocal agreements, and annually evaluates the utilization of both the health plan and the clinic. This allows us to identify trends and recommend service modifications to enhance both the member experience and the client's return on investment.

A pioneer in our industry, Gehring Group has successfully assisted over 20 public sector clients in the bidding, evaluation, and implementation of employee onsite health clinics. We guide each client through a step-by-step process to determine the feasibility of the clinic concept, determine the most viable clinic model, and if deemed viable, ultimately implement a clinic that meets their needs and cost-saving goals, all while maintaining our independent role.

Gehring Group utilizes a detailed, consistent approach in evaluating an onsite clinic for each client. Our extensive experience has allowed us to identify potential roadblocks during all stages of the evaluation, implementation, and operational aspects of running an onsite clinic. As a result, Gehring Group has established working relationships with many onsite clinic vendors and can help to ensure a smooth implementation.

This comprehensive process includes:

1. Feasibility Analysis

The feasibility analysis involves assessing the viability of an onsite clinic by evaluating the employee population's size and health needs, conducting a cost-benefit analysis to compare setup and operational costs against potential savings, and ensuring organizational support for the initiative.

2. Requests for Proposals (RFPs)

Creating an RFP is crucial for finding the right partner to establish and manage the clinic. This process includes defining the clinic's objectives, detailing operational, staffing, and technological requirements, and setting evaluation criteria to assess proposals effectively.

3. Proposal Analysis and Finalist Selection

Once proposals are received, they are thoroughly evaluated through a comparative analysis against the RFP criteria, followed by interviews and presentations with potential providers, leading to the selection of the most suitable candidate.

4. Contract Negotiations

Negotiating the contract involves defining the scope of services, performance metrics, and responsibilities, agreeing on the cost structure, and ensuring compliance with relevant laws and regulations to establish a clear and mutually beneficial agreement.

5. Facility Selection

Selecting the right location for the clinic requires determining the necessary space and layout (onsite, nearsite, local facility, lease, purchase, etc.), ensuring accessibility for employees, and assessing the availability of essential utilities and facilities to support the clinic's operations.

6. Provider Selection (Physician Interviews)

Choosing healthcare providers involves evaluating their qualifications and experience, ensuring they align with the organizational culture, and conducting interviews to assess their approach to patient care and ability to meet the clinic's needs.

7. Implementation

The implementation phase includes oversight of the vendor selected to coordinate setup of the clinic, build-out, equipment installation, and staffing, providing training for staff, and addressing any staff concerns before the official opening.

8. Employee Communication

Effective communication ensures employees are aware of and utilize the clinic through awareness campaigns, engagement activities like open houses, and feedback mechanisms to gather employee input on the clinic's services.

9. Ongoing Utilization Monitoring

Regular monitoring involves tracking usage statistics, patient outcomes, and satisfaction levels, conducting performance reviews, and making necessary adjustments to improve services and increase utilization.

10. Ongoing Return on Investment (ROI) Analysis

Continually assessing the clinic's financial impact includes measuring cost savings, evaluating improvements in employee health and productivity, and regularly reporting ROI to stakeholders to demonstrate the clinic's value.

Should the City decide that an RFP for clinic services is necessary, our team is ready to lead the RFP, evaluation, and implementation (or transition) process.

Tab 3

Experience/Qualifications of Firm & Team

Provide the names of project team members proposed to perform and/or assist with the work and oversee the City's project including resumes, individual resumes shall not exceed two (2) pages each. Include an organization chart showing the working relationship of the management structure. Indicate which team members have worked together on similar size projects.

Gehring Group/Risk Strategies is dedicated to attracting and retaining the industry's best talent while leading the way in innovation. Our commitment is reflected in our strategic hiring practices, which focus on bringing in professionals with specialized expertise in **Employee Benefits, Human Resources, and Risk Management**, particularly those with experience in the public sector.

We also recruit seasoned insurance carrier personnel who excel in client service and underwriting. Our team includes former insurance carrier underwriters who utilize their deep knowledge to effectively negotiate carrier and vendor renewals, ensuring our clients and their members receive the best possible outcomes.

Our staff's extensive tenure and proven track record in all areas specified in the RFP demonstrate our capability and reliability. We emphasize **engaged, personalized account leadership** to build and maintain strong, long-term relationships with our clients.

To ensure seamless communication and support, our team is always accessible to the City's HR personnel. We are available for onsite meetings, committee meetings, video conferencing, and other forms of interaction, ensuring we meet the needs of our clients promptly and effectively.

Gehring Group/Risk Strategies' service team consists of highly qualified personnel whose resumes include years of consulting for and servicing public sector clients. The service team proposed to the City of Tarpon Springs includes:

Name	Role	Florida Insurance License #	Years of Industry Experience
Shawn Fleming, CSFS	Senior Benefits Consultant	E059700	22 years
Athena Erchard	Backup Benefits Consultant	A078425	25 years
Lisa Nix, PHR	Senior Employee Benefits Analyst	W307652	20 years
Nina Makin, GBA	Senior Account Manager	W376041	27 years
Katie Howard	Account Relations Manager	W237417	9 years

*Licensing can be verified at: <https://licenseeearch.fldfs.com/>.

In addition, the City will also have direct access to additional staff resources with varying specialties and industry specific certifications including:

- Registered Employee Benefits Consultant Certification – REBC
- Certified Employee Benefits Specialist – CEBS
- Group Benefits Associate – GBA
- Professional and Senior Professional, Human Resources – PHR and SPHR
- Certified Self-Funding Specialist – CSFS
- Certified Healthcare Reform Specialist – CHRS

- Voluntary/Worksite Benefits Certification
- NAHU Benefits Technology Certification
- USA Mental health First Aid – National Certification
- NAHU Medicare Certification



Service Team Roles & Responsibilities



Senior Benefits Consultant: Shawn Fleming, CSFS

Your Senior Benefits Consultant leads strategic and budget planning, offering expert recommendations and guidance on plan design, new products, funding options, compliance, and legislation. Shawn is readily available for meetings with decision-makers and is prepared to present to executive staff, employee committees, and leadership as needed.



Backup Benefits Consultant: Athena Erchard

Your Backup Benefits Consultant supports your Senior Benefits Consultant in meeting the needs of the City regarding all aspects of its employee benefits program. Athena will be available throughout the renewal and/or RFP process as well as serving as an expert resource regarding all employee benefits strategy and plan design within the public sector.



Employee Benefits Analyst: Lisa Nix, PHR

Lisa Nix will work closely with your Lead Benefits Consultants regarding all financial and analytical functions including compiling and issuing RFPs, evaluation of proposals and aggressive renewal negotiations. She is also responsible for monitoring claims utilization and large claims, making recommendations relative to utilization patterns and providing budget and renewal projections.



Senior Account Manager: Nina Makin, GBA

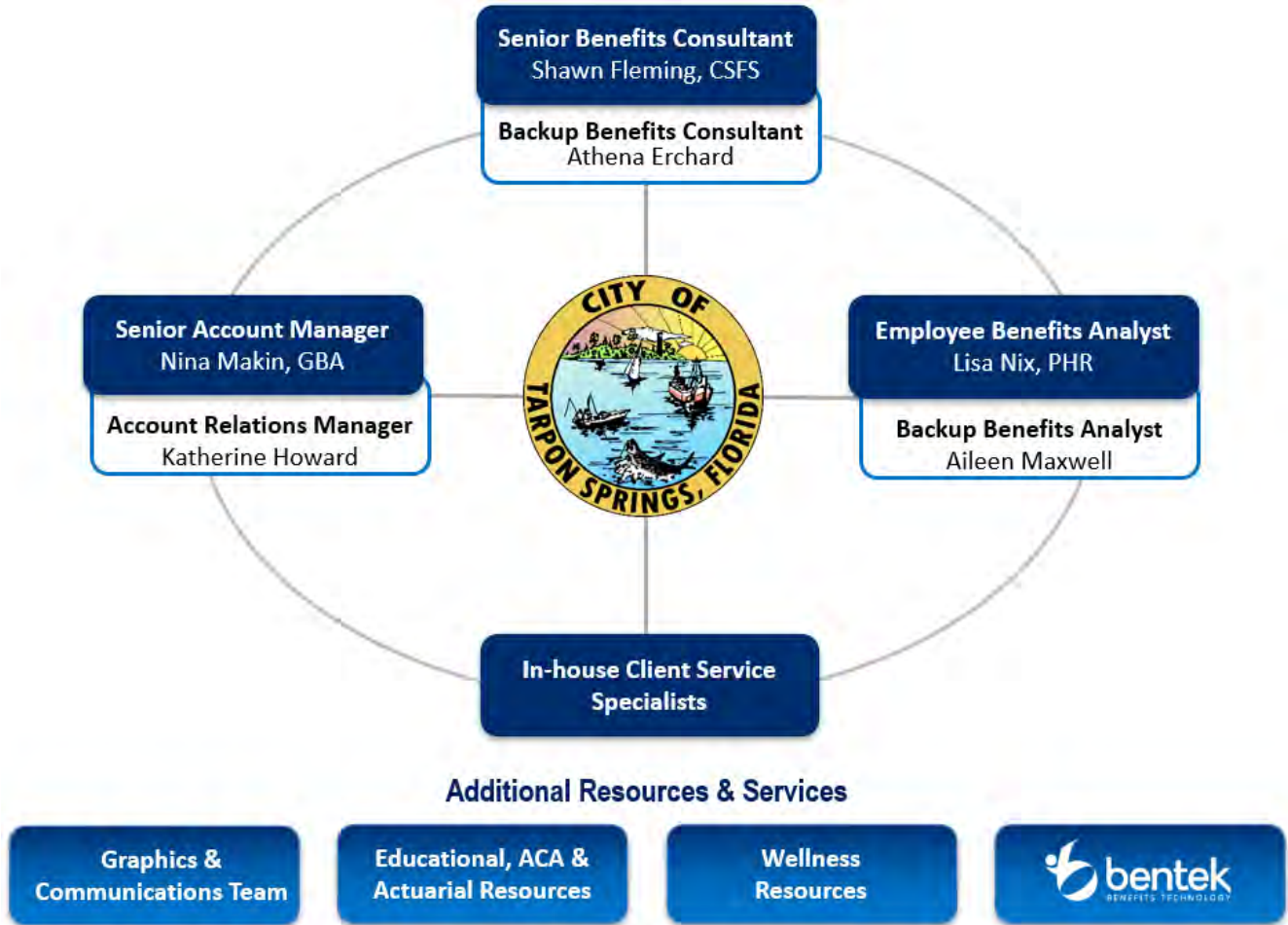
Nina Makin will continue to serve as the City's Senior Account Manager and assist staff and employees with day-to-day benefits-related issues. She will serve as a direct contact regarding all service aspects of the benefits program including compliance issues, program implementation, open enrollment coordination and attendance, wellness planning, employee advocacy, and various other service roles.



Account Relations Manager: Katie Howard

Katie Howard, the City's Account Relations Manager, will continue to work hand in hand with the assigned Senior Account Manager and serves as an in-house member of the service team responsible for coordinating implementations, enrollments, health fairs, etc. and ensuring all day-to-day service issues are addressed. She is also responsible for the review and editing of the employee benefits handbook and accuracy of employee communication materials.

Gehring Group’s proposed service team structure is represented below:



PROPOSED SERVICE TEAM RESUMES

Senior Benefits Consultant: Shawn Fleming, CSFS

Professional Licenses: Life, Health & Variable Annuity
Additional Certifications: NAHU Certified Self-Funding Specialist
Education: University of Missouri
Degree: B.S., Business Administration
Years in Industry: 20 years

Experience & Qualifications

Shawn’s experience working with large group public sector clients along with his certification in self-funding, expertise in all funding arrangements, and serving as the Subject Matter Expert for clinic/health centers makes him a great resource to assist the City of Tarpon Springs in meeting its current and future goals.

Shawn began his insurance career in 2002 pursuant to earning his Bachelor of Science Degree in Business Administration from the University of Missouri. He has served as a Financial Representative for Northwestern Mutual and worked with another large brokerage firm immediately prior to joining Gehring Group in 2007.

During his 17 years at Gehring Group, Shawn's focus has remained focused on serving the public sector. He has provided employee benefits consulting services for groups with 50 to 5,000 employees, implementing various benefits program strategies and steadily refining his level of expertise in all types of insurance programs and funding arrangements. In addition, Shawn also pioneered Gehring Group's efforts with regards to onsite clinic/wellness center consultation, a role in which he spearheaded the process for over a dozen Gehring Group clients throughout the state in the successful implementation of a health clinic, with additional clients currently in the evaluation and/or implementation process. As the subject matter expert on these innovative initiatives, his expertise in this area combined with his knowledge of the health insurance market makes Shawn a valuable asset to any employer considering managing a health plan that integrates medical and wellness initiatives.

Shawn is also well respected as an insurance expert among the various carriers and vendors with whom Gehring Group works. He was requested to serve and remains a current member of Cigna's Agent Advisory Committee for the Florida Region which provides him with advanced notice of new product offerings as well as the opportunity to share feedback regarding carrier service issues and make recommendations to improve products and services.

Public Sector Experience

Shawn's experience includes serving as the Senior Benefits Consultant for such public sector entities as the City of Dunedin, City of Clearwater, Hernando County Board of County Commissioners, Charlotte County Board of County Commissioners, Highlands County Board of County Commissioners, and City of Lakeland.

Backup Benefits Consultant: Athena Erchard

Professional Licenses: Life, Health & Variable Annuity

Education: Palm Beach Atlantic University

Degree: B.A., Marketing & Psychology

Years in Industry: 25

Experience & Qualifications

Athena Erchard is an experienced employee benefits professional with 25 years of experience in the industry including time at a public sector employer as well as an international brokerage and consulting firm. During the course of her career, she has worked in multiple roles allowing her the unique opportunity to gain an understanding of the client's perspective from different vantage points. Athena has spent over 10 years working specifically in the public sector large group space analyzing benefit plans, funding arrangements and insurance carrier data, researching and developing employer tools for comparing programs and managing open enrollments, benefit fairs and wellness programs. She has significant experience in bidding for all lines of coverage including medical, stop loss coverage, dental, vision, life, disability, and more.

Her work history is rich, working with all major carriers and large group employers, assisting through the navigation of healthcare reform and the options afforded in this cycle of the benefits arena. Athena has worked as a Senior Marketing Analyst, Account Executive and as an Employee Benefits division manager which provides her clients with an in-depth understanding through organizing and analyzing data to best fit the needs of an employer group. Her communication skills and industry knowledge foster a dynamic relationship with both clients and carriers. Her collaborative spirit helps maintain interpersonal relationships between brokers, clients, and

employees. She has been instrumental in developing strategies that include various funding arrangements based on client objectives with consideration of the insurance marketplace, budget objectives, benchmarking, and legislative compliance.

Public Sector Experience

Athena is a member of the National Association of Health Underwriters, Florida Association of Health Underwriters and Tampa Bay Underwriters organizations. Her current clients include the City of Cape Coral, West Manatee Fire District, Highlands County Board of County Commissioners, Tampa Bay Water Authority, City of Venice, and City of Marco Island.

Senior Account Manager: Nina Makin, GBA, PHR, SHRM-CP

Professional Licenses: Life, Health & Variable Annuity

Certifications: GBA (Group Benefits Associate), PHR (Professional in Human Resources), SHRM-CP (SHRM Certified Professional)

Education: Central Washington University

Degree: B.S., Accounting

Years in Industry: 27

Expertise & Qualifications

Nina is an experienced professional, having over 27 years of combined Human Resources and Employee Benefits experience. Nina began her career in Human Resources research and compliance and over the span of her career, has held the positions of Benefits Specialist, Benefits Analyst and Director of Human Resources. Nina's areas of responsibilities and experience have included administering payroll and employee benefits, coordinating workers' compensation and unemployment claims, updating HR policies and processes as required for compliance, and assisting in employee matters including performance issues, recruiting, and training. As an experienced benefits professional and human resources professional herself, Nina brings a user as well as consultant perspective to her role as a direct contact regarding all service aspects of the Sheriff's benefits program including implementation, open enrollment, employee claim issues, and various compliance issues.

Prior to joining Gehring Group, Nina spent 10+ years with a national non-profit implementing and maintaining their employee benefit programs. Her responsibilities included day-to-day customer service, wellness program coordination, open enrollment implementation, the navigation of healthcare reform, and compliance guidance on topics such as COBRA, HIPAA, ERISA, and legislative requirements in nine states. In addition to her management role in her organization, Nina was selected to sit on the state industry insurance committee which set plan design and negotiated rates for offered core insurance products for its thousands of members, as well as actively managed the plan reserves.

An active member of SHRM and other industry associations, Nina remains at the forefront of our changing benefits environment to accomplish the goal of keeping her Gehring Group clients informed regarding compliance and to be a responsive resource with all other employee benefits issues. Her collaborative spirit helps maintain interpersonal relationships between carriers, clients, and their employees. Nina has also been recognized by many of her current clients for her exceptional care and attention to employees during open enrollment to ensure all questions are answered thoroughly.

Public Sector Experience

Nina's experience includes serving such public entities as the Tampa Bay Water Authority, Charlotte County Board of County Commissioners, West Manatee Fire and Rescue District, Sarasota Sheriff's Office, City of Tarpon Springs, Pinellas County Sheriff's Office, and Hillsborough County Sheriff's Office.

Senior Employee Benefits Analyst: Lisa Nix, PHR

Professional Licenses: Life, Health & Variable Annuity

Education: Bentley College

Degree: Professional, Human Resources

Years in Industry: 20

Experience & Qualifications

A tenured professional with more than 20 years of experience in both the private and public sector, Lisa brings a vast array of analytical experience to the Gehring Group. Prior to joining the Gehring Group, Lisa served as an Associate Consultant for a compensation consulting firm specializing in public and private sector employers in the development and implementation of compensation programs.

Lisa also served in the role of Benefits Analyst for a pharmaceutical company where she analyzed, evaluated, and administered the corporate benefits program and third-party benefits administrator for over 6,000 union/non-union employees and retirees in multiple locations. Her day-to-day benefits background is vast, and includes coordinating and conducting open enrollments, assisting employees with their benefits needs, ensuring benefits compliance and monitoring the HR budget forecast for all compensation and benefit programs. Her experience includes systems implementation for compensation, benefits, HRIS systems, and interfaces to various benefit vendors.

In her role as Senior Analyst at Gehring Group, Lisa focuses on carrier relations and negotiations; bid development, submission, analytical review, and recommendation formulation; on-going plan review and client reporting; and special projects such as clinic analytical studies, claims analysis and reporting, and due diligence. During the bid and negotiation process, Lisa is the key liaison between the client and the insurance carrier in conjunction with other analytical team members. With a strong analytical background and expertise in health care benefits, Lisa provides her clients with consistent analytical reviews of claims experience, budgeting information and insight into various plan and funding options. Currently serving numerous large group public sector clients, Lisa brings her years of experience and qualifications to provide outstanding service and achieve dollar savings for all Gehring Group clients she serves.

Lisa attended Bentley College where she studied human resources management and achieved her Professional in Human Resources (PHR) Designation.

Public Sector Experience

As a Senior Employee Benefits Analyst here at Gehring Group, Lisa works with numerous public sector fully insured and self-insured programs including the City of Lakeland, City of Clearwater, Charlotte County Board of County Commissioners, City of Stuart, and Pinellas Suncoast Transit Authority.

EXECUTIVE TEAM RESOURCES

Kurt Gehring, National Practice Leader – Public Entities

Professional Licenses: Life, Health & Variable Annuity, General Lines Property & Casualty, Surplus Lines

Education: Florida State University

Degree: BA – Marketing

Industry Tenure: 30+ years

Experience & Qualifications

An insurance industry veteran with over 30 years' experience, Kurt is an insurance expert licensed in Health, Life, and Variable Annuities, Property and Casualty Insurance, and Surplus Lines License. Kurt has successfully recommended, implemented, and serviced various types of employee benefit, workers' compensation and property and casualty insurance programs, while specializing in the large group market. Recognized for his extensive knowledge, expertise as well as his excellent communication skills, Kurt has been a featured speaker at various conferences on a variety of insurance topics.

Kurt is National Practice Leader of Risk Strategies' Public Sector division with the mission of providing clients the highest level of service exceeding, not only industry standards, but also client expectations. Recognizing the inherent challenges in servicing organizations with a large number of employees, various contracting parties, and insurance obligations, Kurt developed Risk Strategies' unique, team-based approach customized to meet the specific needs of each client. Kurt inspires each Risk Strategies employee to make an unprecedented effort to address each situation both promptly and effectively. Risk Strategies' growth and success in maintaining long lasting client relationships is a result of its strong commitment to personalized service to its clients as an independent resource, facilitator, advocate, and advisor.

Kurt Gehring, an alumnus of Florida State University and a member of its College of Business Board of Governors, is deeply involved in his community through support for organizations like the Florida Sheriff's Youth Ranches and the Arc of Palm Beach County, where he serves as Chair.

Kate Grangard, CPA, Managing Director – National Public Entities Practice

Professional Licenses: Certified Public Accountant, Certified Health Care Reform Specialist

Honors: Board Member – The Lord's Place; 2016 Class of "Leadership Florida"

Education: Fordham University

Degree: BS – Business Administration, Public Accounting

Industry Tenure: 25+ years

Experience & Qualifications

Kate began her career in public accounting with the Metropolitan Services Group of Price Waterhouse in Manhattan, ultimately transferring to a position in its Florida office. Subsequently, she spent 11 years as Vice President of Finance for a Florida based national restaurant chain. In her position, she developed and managed the accounting, risk management, employee benefits, and information technology departments. This role also included designing and implementing highly successful internal control and risk management programs and formulated and implemented company policies and procedures. In managing the Risk Management department, she gained experience in the property and casualty, general liability, workers compensation, employee benefits,

and umbrella insurance sectors. Her ability to first recognize contributing factors to trends and negative experience, and subsequently effectively negotiate and redesign program parameters resulted in substantial savings to her employer.

In 2006, Kate brought her extensive management, finance, audit and analytical experience, and customer service commitment to her leadership role with Gehring Group/Risk Strategies Company and is a cultural zealot. Kate is a legislative compliance lead on the Health Care Reform Acts for our clients and is respected as a highly regarded speaker and educator on health care reform updates for various state and national conferences and groups. Additionally, as a member of the Risk Strategies executive team, Kate is responsible for overseeing the growth and development of the Company's finances, infrastructure, and team members so that Risk Strategies is able to meet its commitment to provide the highest level of customer service to its clients.

Kate is a highly respected and requested speaker, including as Keynote, on healthcare legislation at various public sector conferences including the Government Finance Officers Association (GFOA) and the State and Local Government Benefits Association (SALGBA). She authors and presents webinars and seminars throughout the year, believing her role to be an educator committed to informing clients regarding compliance and planning. She is a provider for Continuing Education credits for CPAs and human resources professionals; and her sessions are regularly also accepted for credit for payroll professionals and attorneys.

Kate has always had a strong commitment to her community and to the public sector clientele that Risk Strategies serves. Kate currently serves on the Health Care Reform committee as part of the legal working group of the Council of Insurance Agents & Brokers; as a member of GFOA's CORBA (The Committee on Retirement and Benefits); and on the Employer Working Group of NAHU (National Association of Health Underwriters). Kate loves her South Florida Community and currently serves on the Executive Board of The Lord's Place, an organization in Palm Beach County dedicated to breaking the cycle of homelessness; is a mentor for Women of Tomorrow; and a 20+ year member of the Jupiter-Tequesta Kiwanis Club. She is also a graduate and active lifetime member of Leadership Florida (Class XXXV).

Kate Grangard graduated with honors from Fordham University in 1987 with a B.S. degree in Business Administration with a concentration in Public Accounting. She is a licensed Certified Public Accountant in Florida and has also held licensure in New York. Kate is a member of the American Institute of Certified Public Accountants, the Florida Institute of Certified Public Accountants, and an associate member of the Association of Certified Fraud Examiners, a member of the Florida Government Finance Officers Association, and the Government Finance Officers Association.

Anna Maria Studley, Director of Client Development

Professional Licenses: Life, Health & Variable Annuity

Education: Suffolk Community College, NY

Degree: Associates – Accounting and Business Administration

Industry Tenure: 40+ years

Experience & Qualifications

Anna Maria Studley is a seasoned insurance industry professional with over 40 years of experience and 17 years of service at Gehring Group/ Risk Strategies, focusing on the public sector. Her extensive background includes roles as a General Agent, Consultant, and Director of Account Management with a national brokerage firm. She

has also owned and operated a third-party administration company and worked with two national insurance carriers.

Throughout her career, Anna Maria has analyzed benefit plans and claims utilization, supervised RFP and evaluation processes, managed funding arrangements, and coordinated open enrollments and health fairs. She has also handled escalated member issues and billing reconciliations. Licensed in 26 states, she has worked with large employers such as IBM and FPL and managed a Trust administering multi-entity employee benefit programs, performing health insurance claim audits, and ensuring legislative compliance. Her expertise in state and federal regulations makes her an invaluable asset to both Risk Strategies and the clients she serves.

In addition, Anna Maria brings invaluable insight and experience from her employment experience with two national health insurance carriers. Her years at these carriers enabled her to gain relationships and special experience regarding the inner workings of an insurance carrier and provided the opportunity for the establishment of significant industry relationships. As a resource to your Gehring Group/Risk Strategies service team, Anna Maria supports the delivery of the highest level of service with the ultimate goal of achieving both client and member satisfaction. Additional qualifications include certification as a *National Council Mental Health First Aid* instructor and achieving the National Association of Health Care Underwriters' *Medicare Certification*. She also serves on the board of the American Legion Auxiliary, where she supports their mission to serve veterans, further demonstrating her deep commitment to community service and advocacy for those who have served our country.

Anna Maria's experience at Gehring Group/Risk Strategies includes servicing clients from 50 to 25,000 employees to whom she brings the experience and knowledge to lead each client in its effort of maintaining a cost-effective program.

Tab 4

Fee Proposal (Separate Document)

Fee Proposal may be submitted in in the Proposer's own format but must show the total cost per year, including the Wellness Center, and total for five (5) years, including the Wellness Clinic.

Please refer to separate attachment titled "Fee Proposal".

Provides points pre-populated by Procurement Services for minority business status as designated by the State of Florida or Tampa Bay Region (defined as Pinellas, Hillsborough, Polk, Manatee, Sarasota, Hernando Counties, and Pasco County) Certified MBE/WMBE. If the Firm/Prime Contractor is designated as a minority business, five (5%) percent of the total evaluation points are awarded. If the firm does not have minority business status as per the requirements, zero (0%) percent of the points available are awarded.

The firm does not meet the requirements to be designated as a Minority-owned or Disadvantaged Business.

Respondent shall complete and execute the forms specified in Section 6 and found on the designated pages in this RFP, and shall include them in the section tabbed 6:

This section contains the following required forms:

- a. Vendor Information Sheet
- b. References
- c. Non-Collusion Affidavit
- d. Drug-Free Workplace Certification
- e. Lobbying and Conflict of Interest Ethics Clause
- f. Proof of Insurance
- g. Agreement Exhibit Certification
- h. Affidavit of Compliance with Anti-Human Trafficking Laws
- i. Affidavit of Compliance with Foreign Entity Laws

PROPOSAL FORMS

VENDOR INFORMATION SHEET

The information below is required to complete your proposal packet. Type or print only.

Company Name: RSC Insurance Brokerage, Inc.

Address 1: 3500 Kyoto Gardens Drive

Address 2: _____

City: Palm Beach Gardens

State: Florida

Zip Code: 33410

Phone Number: (561) 626-6797 | (800) 244-3696

Fax Number: (561) 626-6970

Project Contact: Cindy Thompson, VP-Operations

e-mail address: cindy.thompson@gehringgroup.com

Remittance (Payment) Mailing Information

Address 1: 3500 Kyoto Gardens Drive

Address 2: _____

City: Palm Beach Gardens State: FL

Zip Code: 33410

Phone Number: (561) 626-6797 | (800) 244-3696

Fax Number: (561) 626-6970

Project Contact: Cindy Thompson, VP-Operations

e-mail address: cindy.thompson@gehringgroup.com

Federal Tax ID No.:

16-1689464

Tax ID Type: ☒ Federal Tax ID ☐ Social Security Number

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with City of Tarpon Springs to perform as specified and in accordance with the scope of services and the other terms and conditions of the Contract Documents.
2. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening.
3. In submitting this Proposal; Proposer represents, as more fully set forth in the Agreement, that:

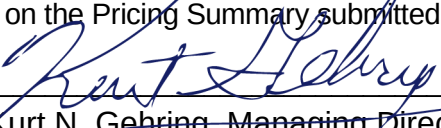
- (a) Proposer has examined and carefully studied the Proposal Documents and the following Addenda (receipt of all which is hereby acknowledged):

Date	Number	Date	Number
<u>10/14/2024</u>	<u>1</u>	<u>10/29/24</u>	<u>2</u>
_____	_____	_____	_____

- (b) Proposer is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect furnishing of the Work.
- (c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any

agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over City of Tarpon Springs.

4. Proposer will perform scope of services in accordance with the Proposal Documents for prices shown on the Pricing Summary submitted with the Proposal.

Proposer:  (signature)
Kurt N. Gehring, Managing Director

RFP No. 250003-P-AS
Employee Benefits Brokerage and Consulting Services

REFERENCES – INCLUDE IN TAB 6

#1 Agency	City of Dunedin	
Address	737 Loudon Avenue	
City, State, Zip	Dunedin, FL 34698	
Contact Person	Theresa E. Smalling, SPHR, Director of HR & Risk Management	
Telephone:	(727) 298-3042	Email: tsmalling@dunedinfl.net
Date(s) of Service	4/1/2004 to present	
Type of Service	Gehring Group/Risk Strategies provides a comprehensive level of	
Comments	employee benefits broker & consulting services including the Bentek Online Enrollment & Administration Solution.	
#2 Agency	City of Clearwater	
Address	100 South Myrtle Avenue	
City, State, Zip	Clearwater, FL 33756	
Contact Person	Jill Paul, HR Manager	
Telephone:	(727) 444-8114	Email: jill.paul@myclearwater.com
Date(s) of Service	5/1/2001 to present	
Type of Service	Gehring Group/Risk Strategies provides a comprehensive level of	
Comments	employee benefits broker & consulting services including the Bentek Online Enrollment & Administration Solution.	
#3 Agency	Pinellas Suncoast Transit Authority	
Address	3201 Scherer Drive	
City, State, Zip	St. Petersburg, FL 33716	
Contact Person	Patricia Collins, Director of Human Resources Director	
Telephone:	(727) 418-0890	Email: pcollins@psta.net
Date(s) of Service	5/1/2013 to present	
Type of Service	Gehring Group/Risk Strategies provides a comprehensive level of	

	employee benefits broker & consulting services including the	
Comments	Bentek Online Enrollment & Administration Solution.	
#4 Agency	City of Oldsmar	
Address	100 State Street West	
City, State, Zip	Oldsmar, FL 34677	
Contact Person	Michelle Kutch, Human Resources Administrator	
Telephone:	(813) 749-1100	Email: mkutch@myoldsmar.com
Date(s) of Service	8/1/2008 to present	
Type of Service	Gehring Group/Risk Strategies provides a comprehensive level of	
Comments	employee benefits broker & consulting services including the	
	Bentek Online Enrollment & Administration Solution.	
#5 Agency	Hernando County Board of County Commissioners	
Address	15470 Flight Path Drive	
City, State, Zip	Brooksville, FL 34604	
Contact Person	Mary Spencer, Benefits Coordinator	
Telephone:	(352) 754-4013	Email: mspencer@hernandocounty.us
Date(s) of Service	4/13/2011 to present	
Type of Service	Gehring Group/Risk Strategies provides a comprehensive level of	
Comments	employee benefits broker & consulting services including the	
	Bentek Online Enrollment & Administration Solution.	

NON-COLLUSION AFFIDAVIT

I, Kurt N. Gehring, depose and say that:

1. I am Managing Director of the firm of RSC Insurance Brokerage, Inc., the firm submitting the response described in this Request for Proposals for: RFP 250003-P-AS, Employee Benefits Brokerage and Consulting Services, and that I executed the said response with full authority to do so:

2. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

3. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

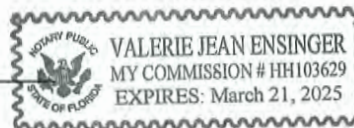
5. the statements contained in this affidavit are true and correct, and made with full knowledge that the City of Tarpon Springs relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Signature of Bidder: *Kurt N. Gehring* Date: October 11, 2024

STATE OF: FLORIDA CITY OF: PALM BEACH GARDENS

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this October 11 day of 2024.

Valerie Jean Ensinger
NOTARY PUBLIC Valerie Jean Ensinger
My Commission Expires: March 21, 2025



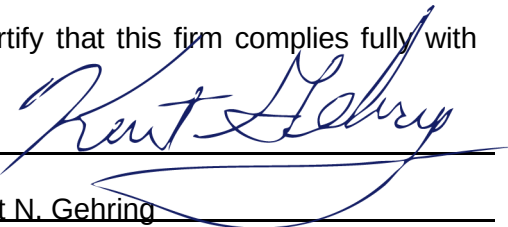
DRUG FREE WORKPLACE CERTIFICATION

The SIGNED PROPOSER (Below) CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of 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.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. 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 quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: October 11, 2024

Signature: 

Company: RSC Insurance Brokerage, Inc.

Name: Kurt N. Gehring
(Typed or Printed)

Address: 3500 Kyoto Gardens Drive
Palm Beach Gardens, FL 33410

Title: Managing Director

Phone No: (561) 626-6797 | (800) 244-3696

E-Mail: cindy.thompson@gehringgroup.com

LOBBYING AND CONFLICT OF INTEREST CLAUSE ETHICS CLAUSE

(Company) RSC Insurance Brokerage, Inc.

Kurt N. Gehring, Managing Director warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former City officer or employee or any City officer or employee. For breach or violation of this provision the City may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former City officer or employee".

Signature

Date: October 11, 2024

STATE OF: FLORIDA CITY OF: PALM BEACH GARDENS

Subscribed and sworn to (or affirmed) before me on (date) by (name of affiant). He/She is personally known to me or has produced as identification. (type of identification)

Valerie Jean Ensinger
NOTARY PUBLIC Valerie Jean Ensinger

My commission expires: March 21, 2025





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RSC Insurance Brokerage, Inc. 160 Federal St. 4th Floor Boston MA 02110	CONTACT NAME: Risk Strategies Company PHONE (A/C, No, Ext): (617) 330-5700 FAX (A/C, No): (617) 439-3752 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: National Fire Insurance Company of Hartford INSURER B: Continental Insurance Co INSURER C: American Casualty Co of Reading PA INSURER D: INSURER E: INSURER F:	NAIC # 20478 35289 20427
INSURED RSC Insurance Brokerage, Inc., and its division Gehring Group 160 Federal Street, 4th Floor Boston MA 02110		

COVERAGES**CERTIFICATE NUMBER:** CL2452153197**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			PMT7033916806	05/20/2024	05/20/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			BUA7033916773	05/20/2024	05/20/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$			CUE7033916756	05/20/2024	05/20/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	WC7033916787	05/20/2024	05/20/2025	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured coverage may be available where required by contract or agreement. Primary and non-contributory coverage may be available where required by contract or agreement. Waiver of Rights of Recovery Against Others coverage may be available where required by contract or agreement. Notice of Cancellation may be available where required by contract or agreement.

All coverages are as per policy provisions, per contract or agreement, as interests may appear.

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RSC Insurance Brokerage, Inc. 160 Federal St. 4th Floor Boston MA 02110	CONTACT NAME: Bryan Lorenz PHONE (A/C, No, Ext): (617) 330-5700 E-MAIL ADDRESS: blorenz@risk-strategies.com FAX (A/C, No): (617) 439-3752																					
INSURED The Gehring Group, Inc., a division of RSC Insurance Brokerage, Inc. 160 Federal Street, 4th Floor Boston MA 02110	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>XL Specialty Insurance Co</td><td>37885</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	XL Specialty Insurance Co	37885	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** CL2492792732**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$
	OTHER:						PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☐ N						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
	Errors & Omissions			ELU199846-24	09/30/2024	09/30/2025	Per Claim \$5,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Issued as evidence of insurance.

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGREEMENT EXHIBIT CERTIFICATION

The CITY OF Tarpon Springs (City), a municipal corporation with principal offices located at 324 East Pine St, Tarpon Springs FL, 34689, and CONTRACTOR executing this document by and through its authorized agent

The following terms are hereby added to the original Agreement:

1. Scrutinized Companies

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. 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. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

1.1. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

1.2. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1.2.1. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

1.2.2. Is engaged in business operations in Syria.

1.3. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. 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, 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 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, as amended from time to time.

2. E-Verify

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an

affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ATTEST



Signature of Corporate Secretary

Natalie Logan

Type/Print Name of Corporate Secy.

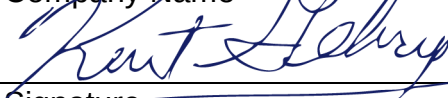
October 11, 2024

Date

(CORPORATE SEAL)

RSC Insurance Brokerage, Inc.

Company Name



Signature

Kurt N. Gehring, Managing Director

Type/Print Name

October 11, 2024

Date

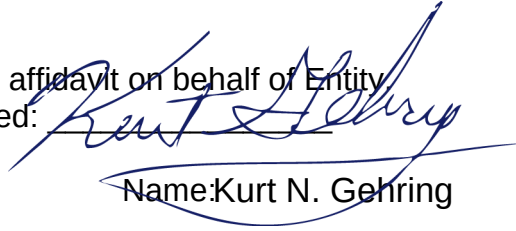
Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: October 11, 2024 Signed:



Entity RSC Insurance Brokerage, Inc.

Name: Kurt N. Gehring

Title: Managing Director

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: October 11, 2024

Signed: Kurt N. Gehring

Entity: RSC Insurance Brokerage, Inc.

Name: Kurt N. Gehring

Title: Managing Director

This section includes the following exhibits.

Exhibit A.....Sample Employee Benefit Guide

Exhibit B.....Sample Employee Communications

Exhibit C..... Sample Reports & Work Product

Exhibit DSample Client Webinar

Exhibit ESample Employee Benefit Newsletters

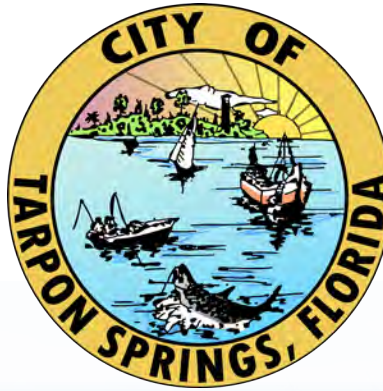
Exhibit F Bentek® Online Enrollment & Administration System

Exhibit G Client Letters of Recommendation

Exhibit A

Sample Employee Benefit Guide

2023



2024

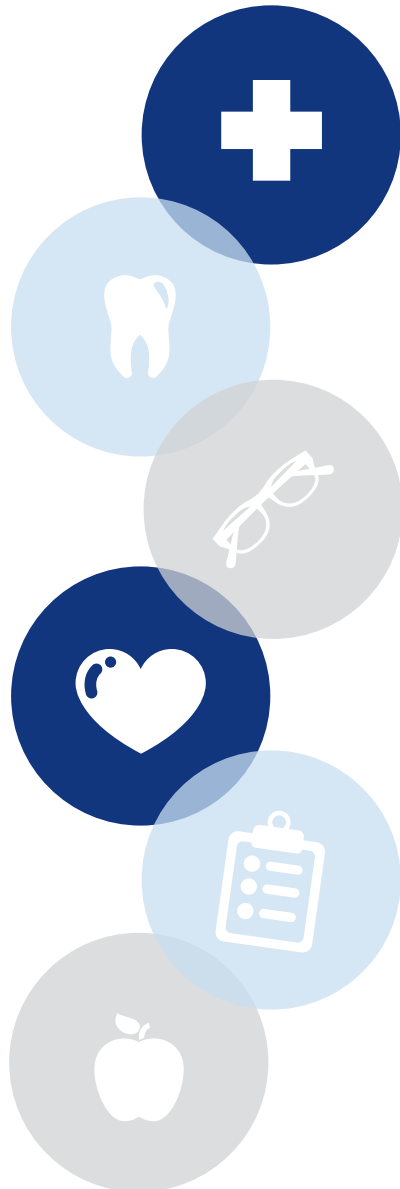


EMPLOYEE BENEFIT HIGHLIGHTS



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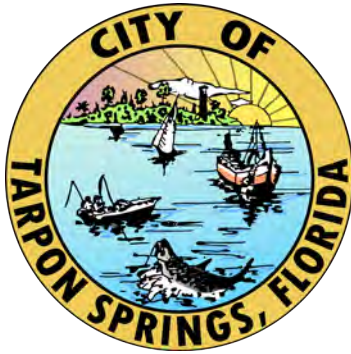
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Contact Information

	Human Resources Department	Jane Kniffen Human Resources Director	Phone: (727) 938-3711 Email: jkniffen@ctsfl.us
	Online Benefit Enrollment	Bentek Support	(888) 5-Bentek (523-6835) www.mybentek.com/ctsfl
	Medical Insurance	UnitedHealthcare	Customer Service: (844) 518-8079 www.myuhc.com
	Prescription Drug Coverage & Mail-Order Program	OptumRx	Customer Service: (800) 356-3477 www.optumrx.com
	Employee Wellness Center	CareATC	Customer Service: (800) 993-8244 www.careatc.com
	Dental Insurance	MetLife	Customer Service: (800) 275-4638 www.metlife.com
	Vision Insurance	EyeMed	Customer Service: (866) 804-0982 www.eyemed.com
	Flexible Spending Accounts	BenefitsWorkshop	Customer Service: (888) 537-3539 www.benefitsworkshop.com/tarponsprings Fax: (904) 880-2830
	Basic Life and AD&D Insurance	The Hartford	Customer Service: (800) 523-2233 www.thehartford.com
	Voluntary Life and AD&D Insurance	The Hartford	Customer Service: (800) 523-2233 www.thehartford.com
	Voluntary Short Term Disability Insurance	The Hartford	Customer Service: (800) 523-2233 www.thehartford.com
	Long Term Disability Insurance	The Hartford	Customer Service: (800) 523-2233 www.thehartford.com
	Employee Assistance Program	EAP through UnitedHealthcare	Customer Service: (888) 887-4114 www.myuhc.com
	Supplemental Insurance	The Standard	Customer Service: (866) 851-5505 Agent: Eric Gonzalez Phone: (971) 321-1660 ext. 1660 www.standard.com



Introduction

The City of Tarpon Springs provides group insurance benefits to eligible employees. The Employee Benefit Highlights Booklet provides a general summary of the benefit options as a convenient reference. Please refer to the City Personnel Policies and/or Certificates of Coverage for detailed descriptions of all available employee benefit programs and stipulations therein. If employee requires further explanation or needs assistance regarding claims processing, please refer to the customer service phone numbers under each benefit description heading or contact Human Resources.

Online Benefit Enrollment

The City provides employees with an online benefits enrollment platform through Bentek's Employee Benefits Center (EBC). The EBC provides benefit-eligible employees the ability to select or change insurance benefits online during the annual Open Enrollment Period, New Hire Orientation, or for Qualifying Life Events.

Accessible 24 hours a day, throughout the year, employee may log in and review comprehensive information regarding benefit plans, and view and print an outline of benefit elections for employee and dependent(s). Employee also has access to important forms and carrier links, can report qualifying life events and review and make changes to Life insurance beneficiary designations.



To Access the Employee Benefits Center:

- ✓ Log on to www.mybentek.com/ctsfl
Please Note: Link must be addressed exactly as written. Due to security reasons, the website cannot be accessed by Google or other search engines.
- ✓ Sign in using a previously created username and password or click "Create an Account" to set up a username and password.
- ✓ If employee has forgotten username and/or password, click on the link "Forgot Username/Password" and follow the instructions.
- ✓ Once logged on, navigate using the Launchpad to review current enrollment, learn about benefit options, and make any benefit changes or update beneficiary designations.

For technical issues directly related to using the EBC, please call (888) 5-Bentek (523-6835) or email Bentek Support at support@mybentek.com, Monday through Friday during regular business hours 8:30am - 5:00pm.



To access Bentek using a mobile device, scan code.



Group Insurance Eligibility



The City's group insurance plan year is October 1 through September 30.

Employee Eligibility

Employees are eligible to participate in the City's medical, dental and vision insurance plans if they are full-time employees. Coverage will be effective 90 days following date of hire. For example, if employee is hired on April 1, then the effective date of coverage will be June 29.

Employees are eligible to participate in the City's FSA, Basic and Voluntary Life, Disability and Supplemental insurance plans if they are full-time employees. Coverage will be effective the first of the month following 90 days of employment. For example, if employee is hired on May 11, then the effective date of coverage will be September 1.

Separation of Employment

If employee separates employment from the City, insurance will continue through the end of month in which separation occurred. COBRA continuation of coverage may be available as applicable by law.

Dependent Eligibility

A dependent is defined as the legal spouse/domestic partner and/or dependent child(ren) of the participant or spouse/domestic partner. The term "child" includes any of the following:

- A natural child
- A stepchild
- A legally adopted child
- A newborn child (up to the age of 18 months) of a covered dependent (Florida State Statute)
- A child for whom legal guardianship has been awarded to the participant or the participant's spouse/domestic partner

Taxable Dependents

Employee covering adult child(ren) under employee's medical and vision insurance plans may continue to have the related coverage premiums payroll deducted on a pre-tax basis through the end of the calendar year in which dependent child reaches age 26. Beginning January 1 of the calendar year in which dependent child reaches age 27 through the end of the calendar year in which the dependent child reaches age 30, imputed income must be reported on the employee's W-2 for that entire tax year and will be subject to all applicable Federal, Social Security and Medicare taxes. Imputed income is the dollar value of insurance coverage attributable to covering each adult dependent child. Contact Human Resources for further details if covering an adult dependent child who will turn age 27 any time during the upcoming calendar year or for more information.

Please Note: There is no imputed income if adult dependent child is eligible to be claimed as a dependent for Federal income tax purposes on the employee's tax return.

Dependent Age Requirements

Medical and Vision Coverage: A dependent child may be covered through the end of the calendar year in which the child turns age 26. An over-age dependent may continue to be covered on the medical or vision plan to the end of the calendar year in which the child reaches age 30, if the dependent meets the following requirements:

- Unmarried with no dependents; and
- A Florida resident, or full-time or part-time student; and
- Otherwise uninsured; and
- Not entitled to Medicare benefits under Title XVIII of the Social Security Act, unless the child is disabled.

Dental Coverage: A dependent child may be covered through the end of the calendar year in which the child turns age 26.

Please see Taxable Dependents if covering eligible over-age dependents.

Disabled Dependents

Coverage for a dependent child may be continued beyond age 26 if:

- The dependent is physically or mentally disabled and incapable of self-sustaining employment (prior to age 26); and
- Primarily dependent upon the employee for support; and
- The dependent is otherwise eligible for coverage under the group's insurance plans; and
- The dependent has been continuously insured.

Proof of disability will be required upon request. Please contact Human Resources if further clarification is needed.



Group Insurance Eligibility *(Continued)*

Domestic Partner Coverage

Domestic partners may be eligible to participate in the City's group insurance plans if the partner is officially registered as a domestic partner in the County in which they reside or work. The IRS guidelines state that employee may not receive a tax advantage on any portion of premiums paid related to domestic partner coverage. Employees insuring domestic partners and/or child dependent(s) of a domestic partner are required to pay imputed income tax on subsidy amounts and should consult a tax advisor. Please contact Human Resources for more information.

Qualifying Events and Section 125

Section 125 of the Internal Revenue Code

Premiums for medical, dental, vision insurance, contributions to Flexible Spending Accounts (FSA), and/or certain supplemental policies are deducted through a Cafeteria Plan established under Section 125 of the Internal Revenue Code and are pre-taxed to the extent permitted. Under Section 125, changes to employee's pre-tax benefits can be made **ONLY** during the Open Enrollment Period unless the employee or qualified dependent(s) experience(s) a Qualifying Event and the request to make a change is made within 30 days of the Qualifying Event.

Under certain circumstances, employee may be allowed to make changes to benefit elections during the plan year if the event affects the employee, spouse or dependent's coverage eligibility. An "eligible" Qualifying Event is determined by Section 125 of the Internal Revenue Code. Any requested changes must be consistent with and due to the Qualifying Event.

Examples of Qualifying Events:

- Employee gets married or divorced
- Birth of a child
- Employee gains legal custody or adopts a child
- Employee's spouse and/or other dependent(s) die(s)
- Loss or gain of coverage due to employee, employee's spouse and/or dependent(s) termination or start of employment
- An increase or decrease in employee's work hours causes eligibility or ineligibility
- A covered dependent no longer meets eligibility criteria for coverage
- A child gains or loses coverage with other parent or legal guardian
- Change of coverage under an employer's plan
- Gain or loss of Medicare coverage
- Losing or becoming eligible for coverage under a State Medicaid or CHIP (including Florida Kid Care) program (60 day notification period)

IMPORTANT NOTES

If employee experiences a Qualifying Event, **Human Resources must be contacted within 30 days of the Qualifying Event** to make the appropriate changes to employee's coverage. Beyond 30 days, Employee may be required to furnish valid documentation supporting a change in status or "Qualifying Event". If approved, changes may be effective the date of the Qualifying Event or the first of the month following the Qualifying Event. Newborns are effective on the date of birth. Qualifying Events will be processed in accordance with employer and carrier eligibility policy. Beyond 30 days, requests will be denied and employee may be responsible, both legally and financially, for any claim and/or expense incurred as a result of employee or dependent who continues to be enrolled but no longer meets eligibility requirements.

Summary of Benefits and Coverage

A **Summary of Benefits & Coverage (SBC)** for the Medical Plan is provided as a supplement to this booklet being distributed to new hires and existing employees during the Open Enrollment period. The summary is an important item in understanding employee's benefit options. A free paper copy of the SBC document may be requested or is also available as follows:

From:	Human Resources
Address:	324 East Pine Street Tarpon Springs, FL 34689
Phone:	(727) 938-3711
Website URL:	www.mybentek.com/ctsfl

The SBC is only a summary of the plan's coverage. A copy of the plan document, policy, or certificate of coverage should be consulted to determine the governing contractual provisions of the coverage. A copy of the group certificate of coverage can be reviewed and obtained by contacting Human Resources.

If there are any questions about the plan offerings or coverage options, please contact Human Resources at (727) 938-3711.



Medical Insurance

The City offers medical insurance through UnitedHealthcare to benefit-eligible employees. The costs per pay period for coverage are listed in the premium table below and a brief summary of benefits is provided on the following page. For more detailed information about the medical plan, please refer to the carrier's Summary of Benefits and Coverage (SBC) document or contact UnitedHealthcare customer service.

Medical Insurance – UnitedHealthcare Choice Plus Plan 15

48 Payroll Deductions - Per Pay Period Cost

Tier of Coverage	Employee Cost
Employee Only	\$0.00
Employee + Spouse/Domestic Partner	\$88.36
Employee + Child(ren)	\$76.91
Employee + Family	\$161.27

**Please Note: Any premium rounding will occur in the final pay period of the month.*

UnitedHealthcare | Customer Service: (844) 518-8079
www.myuhc.com

Medical Plan Resources

UnitedHealthcare offers all enrolled employees and dependents additional services and discounts through value added programs. For more details regarding other medical plan resources, please contact UnitedHealthcare's customer service at (800) 357-0978, or visit www.myuhc.com.

UnitedHealthcare App

The UnitedHealthcare app puts enrolled employees and dependents' health plan at their fingertips. Download the app to:

- Search doctors, specialists, hospitals, and clinics in the medical plan's network.
- Check plan coverage, including copays and out-of-pocket expenses.
- View and share personal health plan ID card.
- Track deductible and out-of-pocket max.

Nurse Support Team

UnitedHealthcare offers all enrolled employees and dependents a health plan that features a special support team with their "nurse in the family" approach, and various health services and resources when needed. Members can call anytime to speak with a dedicated nurse for questions about:

- A new diagnosis
- A medical claim
- Health, medications and prescription benefits
- Finding a primary care physician
- Managing a chronic health condition (diabetes, coronary artery disease or asthma)

Dedicated nurses are available 24 hours a day, seven (7) days a week. For more information please call (844) 518-8079 or visit the Health & Wellness tab on www.myuhc.com.

UnitedHealthcare | Nurse Support Line: (844) 518-8079 | www.myuhc.com

Virtual Visits

UnitedHealthcare provides access to 24/7 Virtual Visits services as part of the medical plan. 24/7 Virtual Visits provides access by smartphone, tablet, and computer to immediate medical assistance for many conditions.

The benefit is provided to all enrolled members. Registration is required and should be completed ahead of time. This program allows members 24 hours a day, seven (7) days a week on-demand access to affordable medical care via smartphone, tablet, and computer to online video consultations when needing immediate care for non-emergency medical issues. 24/7 Virtual Visits, through UnitedHealthcare, should be considered when employee's primary care doctor is unavailable, after-hours or on holidays for non-emergency needs. Many urgent care ailments can be treated via 24/7 Virtual Visits, such as:

- | | | |
|---------------|----------------|-----------------|
| ✓ Sore Throat | ✓ Fever | ✓ Rash |
| ✓ Headache | ✓ Cold and Flu | ✓ Acne |
| ✓ Stomachache | ✓ Allergies | ✓ UTIs And More |

24/7 Virtual Visits doctors do not replace employee's primary care physician but may be a convenient alternative for urgent care and ER visits. For further information please contact UnitedHealthcare.

24/7 Virtual Visits through UnitedHealthcare

Services	Cost Per Visit
Virtual Visit	No Charge

UnitedHealthcare | Customer Service: (800) 357-0978
www.uhc.com/virtualvisits



UnitedHealthcare Choice Plus Plan 15 Plan At-A-Glance

Network	Choice Plus	
Calendar Year Deductible (CYD)	In-Network	Out-of-Network*
Single	\$250	\$500
Family	\$500	\$1,000
Coinsurance		
Member Responsibility	10%	30%
Calendar Year Out-of-Pocket Limit		
Single	\$2,500	\$5,000
Family	\$5,000	\$10,000
What Applies to the Out-of-Pocket Limit?	Coinsurance, Deductible, Copays and Rx	
Physician Services		
Primary Care Physician (PCP) Office Visit	\$20 Copay	30% After CYD
Specialist Office Visit	\$40 Copay	30% After CYD
Non-Hospital Services; Freestanding Facility		
Clinical Lab (Bloodwork)**	No Charge	30% After CYD
X-rays	No Charge	30% After CYD
Advanced Imaging (MRI, PET, CT)	\$100 Copay	30% After CYD
Outpatient Surgery in Surgical Center	\$100 Copay	30% After CYD
Physician Services at Surgical Center	10% After CYD	30% After CYD
Urgent Care (Per Visit)	\$50 Copay	30% After CYD
Hospital Services		
Inpatient Hospital (Per Admission)	10% After CYD	30% After CYD
Outpatient Hospital (Per Visit)	\$100 Copay	30% After CYD
Physician Services at Hospital	10% After CYD	30% After CYD
Emergency Room (Per Visit; Waived if Admitted)	\$150 Copay	\$150 Copay
Mental Health/Alcohol & Substance Abuse		
Inpatient Hospital Services (Per Admission)	10% After CYD	30% After CYD
Outpatient Services (Per Visit)	10% After CYD	30% After CYD
Outpatient Office Visit	\$20 Copay	30% After CYD
Prescription Drugs (Rx)		
Tier 1	\$10 Copay	\$10 Copay
Tier 2	\$35 Copay	\$35 Copay
Tier 3	\$60 Copay	\$60 Copay
Mail Order Drug (90-Day Supply)	\$25/\$87.50/\$150 Copay	Not Covered



Locate a Provider

To search for a participating provider, contact UnitedHealthcare's customer service or visit www.myuhc.com. When completing the necessary search criteria, select Choice Plus network.



Plan References

***Out-Of-Network Balance Billing:**
For information regarding out-of-network balance billing that may be charged by out-of-network providers, please refer to the Summary of Benefits and Coverage (SBC) document.

****LabCorp or Quest Diagnostics are the preferred labs for bloodwork through UnitedHealthcare.** When using a lab other than LabCorp or Quest, please confirm they are contracted with UnitedHealthcare's Choice Plus network prior to receiving services.



Dental Insurance

MetLife Dental PDP Plan

The City offers dental insurance through MetLife to benefit-eligible employees. The costs per pay period for coverage are listed in the premium table below and a brief summary of benefits is provided on the following page. For more detailed information about the dental plan, please refer to the carrier's summary plan document or contact MetLife's customer service.

Dental Insurance – MetLife Dental PDP Plan

48 Payroll Deductions - Per Pay Period Cost

Tier of Coverage	Employee Cost
Employee Only	\$0.00
Employee + Spouse/Domestic Partner	\$4.22
Employee + Child(ren)	\$5.02
Employee + Family	\$12.73

**Please Note: Any premium rounding will occur in the final pay period of the month.*

In-Network Benefits

The Dental PDP plan provides benefits for services received from in-network and out-of-network providers. It is also an open-access plan which allows for services to be received from any dental provider without having to select a Primary Dental Provider (PDP) or obtain a referral to a specialist. The network of participating dental providers the plan utilizes is the MetLife PDP Plus. These participating dental providers have contractually agreed to accept MetLife's contracted fee or "allowed amount." This fee is the maximum amount a MetLife dental provider can charge a member for a service. The member is responsible for a Plan Year Deductible (PYD) and then coinsurance based on the plan's charge limitations.

Out-of-Network Benefits

Out-of-network benefits are used when member receives services by a non-participating MetLife PDP Plus provider. MetLife reimburses out-of-network services based on what it determines as the Reasonable and Customary Charge (R&C). The R&C is defined as the most common charge for a particular dental procedure performed in a specific geographic area. If services are received from an out-of-network dentist, the member may be responsible for balance billing. Balance billing is the difference between MetLife's R&C and the amount charged by the out-of-network dental provider. Balance billing is in addition to any applicable plan deductible or coinsurance responsibility.

Plan Year Deductible

The Dental PDP plan requires a \$50 individual or a \$150 family deductible to be met for in-network or out-of-network services before most benefits will begin. The deductible is waived for preventive services.

Plan Year Benefit Maximum

The maximum benefit (coinsurance) the Dental PDP plan will pay for each covered member is \$1,500 for in-network and out-of-network services combined. All services, including preventive, accumulate towards the benefit maximum. Once the plan's benefit maximum is met, the member will be responsible for future charges until next plan year.

MetLife | Customer Service: (800) 275-4638 | www.metlife.com



MetLife Dental PDP Plan At-A-Glance

Network	PDP Plus	
Plan Year Deductible (PYD)	In-Network	Out-of-Network*
Per Member	\$50	\$50
Per Family	\$150	\$150
Waived for Class I Services?	Yes	
Plan Year Benefit Maximum		
Per Member	\$1,500	
Class I Services: Diagnostic & Preventive Care		
Routine Oral Exam (2 Per 12 Months)	Plan Pays: 100% Deductible Waived	Plan Pays: 100% Deductible Waived (Subject to Balance Billing)
Routine Cleanings (2 Per 12 Months)		
Complete X-rays (1 Every 5 Years)		
Bitewing X-rays(Adults: 1 Per 12 Months; Children (up to age 14): 2 Per 12 Months)		
Class II Services: Basic Restorative Care		
Fillings (Amalgam & Composite)	Plan Pays: 80% After PYD	Plan Pays: 80% After PYD (Subject to Balance Billing)
Simple Extractions		
Oral Surgery		
Periodontal Services		
General Anesthesia		
Endodontics (Root Canal Therapy)		
Class III Services: Major Restorative Care		
Implants	Plan Pays: 50% After PYD	Plan Pays: 50% After PYD (Subject to Balance Billing)
Crowns		
Bridges		
Dentures		
Class IV Services: Orthodontia		
Lifetime Maximum	\$1,000	
Benefit (Dependent Children Up To Age 19)	Plan Pays: 50%	Plan Pays: 50% (Subject to Balance Billing)



Locate a Provider

To search for a participating provider, contact MetLife customer service or visit www.metlife.com/dental. When completing the necessary search criteria, select PDP Plus network.



Plan References

***Out-Of-Network Balance Billing:**
For information regarding out-of-network balance billing that may be charged by an out-of-network provider, please refer to the Out-of-Network Benefits section on the previous page.



Important Notes

- Each covered family member may receive up to two (2) routine cleanings per 12 months covered under the preventive benefit.
- For any dental work expected to cost \$300 or more, the plan will provide a "Pre-Determination of Benefits" upon the request of the dental provider. This will assist with determining approximate out-of-pocket costs should employee have the dental work performed.
- Waiting periods and age limitations may apply.
- Benefit frequency limitations may apply to certain services.
- Orthodontic benefits end at cancellation of coverage.



Vision Insurance

EyeMed Insight Vision Plan

The City offers vision insurance through EyeMed to benefit-eligible employees. The costs per pay period for coverage are listed in the premium table below and a brief summary of benefits is provided on the following page. For more detailed information about the vision plan, please refer to the carrier's summary plan document or contact EyeMed's customer service.

Vision Insurance - EyeMed Insight Vision Plan

48 Payroll Deductions - Per Pay Period Cost

Tier of Coverage	Employee Cost
Employee Only	\$1.58
Employee + Spouse	\$3.00
Employee + Child(ren)	\$3.16
Employee + Family	\$4.64

**Please Note: Any premium rounding will occur in the final pay period of the month.*

In-Network Benefits

The vision plan offers employee and covered dependent(s) coverage for routine eye care, including eye exams, eyeglasses (lenses and frames) or contact lenses. To schedule an appointment, employee and covered dependent(s) may select any network provider who participates in the EyeMed Insight network. At the time of service, routine vision examinations and basic optical needs will be covered as shown on the plan's schedule of benefits. Cosmetic services and upgrades will be additional if chosen at the time of the appointment.

Out-of-Network Benefits

Employee and covered dependent(s) may choose to receive services from vision providers who do not participate in the EyeMed Insight network. When going out of network, the provider will require payment at the time of appointment. EyeMed will then reimburse based on the plan's out-of-network reimbursement schedule upon receipt of proof of services rendered.

Calendar Year Deductible

There is no calendar year deductible.

Calendar Year Out-of-Pocket Maximum

There is no out-of-pocket maximum. However, there are benefit reimbursement maximums for certain services.

EyeMed | Customer Service: (866) 804-0982 | www.eyemed.com



EyeMed Insight Vision Plan At-A-Glance

Network		Insight	
Services		In-Network	Out-of-Network
Eye Exam		\$10 copay	Up to \$40 Reimbursement
Retinal Imaging		Up to \$39 Copay	Not Covered
Contact Lens Exam <i>(Includes Fitting & Follow Up)</i>	Standard	Up to \$40 Allowance	Not Covered
	Premium	10% Off Retail Price	Not Covered
Frequency of Services			
Examination		12 Months	
Lenses		12 Months	
Frames		24 Months	
Contact Lenses		12 Months	
Lenses			
Single		\$20 Copay	Up to \$30 Reimbursement
Bifocal		\$20 Copay	Up to \$50 Reimbursement
Trifocal		\$20 Copay	Up to \$70 Reimbursement
Frames			
Allowance		\$150 Retail Allowance; then 20% Discount Over Allowance	Up to \$91 Reimbursement
Contact Lenses*			
Non-Elective <i>(Medically Necessary)</i>		No Charge	Up to \$210 Reimbursement
Elective	Conventional	\$150 Allowance; then 15% Discount Over Allowance	Up to \$130 Reimbursement
	Disposable	\$150 Allowance	Up to \$130 Reimbursement



Locate a Provider

To search for a participating provider, contact EyeMed's customer service or visit www.eyemed.com. When completing the necessary search criteria, select Insight network.



Plan References

*Contact lenses are in lieu of spectacle lenses.



Important Notes

Member options, such as LASIK, UV coating, progressive lenses, etc. are not covered in full, but may be available at a discount.



Flexible Spending Accounts

The City offers Flexible Spending Accounts (FSA) administered through BenefitsWorkshop. The FSA plan year is from October 1 to September 30.

If employee or family member(s) has predictable health care or work-related day care expenses, then employee may benefit from participating in an FSA. An FSA allows employee to set aside money from employee's paycheck for reimbursement of health care and day care expenses they regularly pay. The amount set aside is not taxed and is automatically deducted from employee's paycheck and deposited into the FSA. During the year, employee has access to this account for reimbursement of some expenses not covered by insurance. Participation in an FSA allows for substantial tax savings and an increase in spending power. Participating employee must re-elect the dollar amount to be deducted each plan year. There are two (2) types of FSAs:

Health Care FSA

This account allows participant to set aside up to an annual maximum of \$3,050. This money will not be taxable income to the participant and can be used to offset the cost of a wide variety of eligible medical expenses that generate out-of-pocket costs. Participating employee can also receive reimbursement for expenses related to dental and vision care (that are not classified as cosmetic).

Examples of common expenses that qualify for reimbursement are listed below.

Please Note: The entire Health Care FSA election is available for use on the first day coverage is effective.

Dependent Care FSA

This account allows participant to set aside up to an annual maximum of \$5,000 if single or married and file a joint tax return (\$2,500 if married and file a separate tax return) for work-related day care expenses. Qualified expenses include day care centers, preschool, and before/after school care for eligible children and dependent adults.

Please note, if family income is over \$20,000, this reimbursement option will likely save participants more money than the dependent day care tax credit taken on a tax return. To qualify, dependents must be:

- A child under the age of 13, or
- A child, spouse or other dependent who is physically or mentally incapable of self-care and spends at least eight (8) hours a day in the participant's household.

Please Note: Unlike the Health Care FSA, reimbursement is only up to the amount that has been deducted from participant's paycheck for the Dependent Care FSA.

A sample list of qualified Health Care expenses eligible for reimbursement include, but not limited to, the following:

- | | | |
|---|--|-------------------------------|
| ✓ Prescription/Over-the-Counter Medications | ✓ Physician Fees and Office Visits | ✓ LASIK Surgery |
| ✓ Menstrual Products | ✓ Drug Addiction/Alcoholism Treatment | ✓ Mental Health Care |
| ✓ Ambulance Service | ✓ Experimental Medical Treatment | ✓ Nursing Services |
| ✓ Chiropractic Care | ✓ Corrective Eyeglasses and Contact Lenses | ✓ Optometrist Fees |
| ✓ Dental and Orthodontic Fees | ✓ Hearing Aids and Exams | ✓ Sunscreen SPF 15 or Greater |
| ✓ Diagnostic Tests/Health Screenings | ✓ Injections and Vaccinations | ✓ Wheelchairs |

Log on to <http://www.irs.gov/publications/p502/index.html> for additional details regarding qualified and non-qualified expenses.

Flexible Spending Accounts *(Continued)*

FSA Guidelines

- Employee may carry over up to \$610 of unused Health Care FSA funds into the next plan year after a plan year ends and all claims have been filed (only if the employee re-enrolls the next year). Dependent Care funds cannot be carried over.
- The Health Care FSA has a run out period at the end of the plan year (90 days) to submit reimbursement on eligible expenses incurred during the period of coverage within the plan year.
- When a plan year ends and all claims have been filed, all unused funds with the exception of the \$610 rollover for the Health Care FSA will be forfeited and not returned.
- Employee can enroll in an FSA only during the Open Enrollment Period, a Qualifying Event, or New Hire Eligibility period.
- Money cannot be transferred between FSAs.
- Reimbursed expenses cannot be deducted for income tax purposes.
- Employee and dependent(s) cannot be reimbursed for services not received.
- Employee and dependent(s) cannot receive insurance benefits or any other compensation for expenses reimbursed through an FSA.
- Domestic Partners are not eligible in the employee FSA as Federal law does not recognize them as a qualified dependent.

Filing a Claim

Claim Form

A completed claim form along with a copy of the receipt as proof of the expense can be submitted by mail, fax, or online. The IRS requires FSA participants to maintain complete documentation, including copies of receipts for reimbursed expenses, for a minimum of one (1) year.

Debit Card

FSA participants will automatically receive a debit card for payment of eligible expenses. With the card, most qualified services and products can be paid at the point of sale versus paying out-of-pocket and requesting reimbursement. The debit card is accepted at a number of medical providers and facilities, and most pharmacy retail outlets. BenefitsWorkshop may request supporting documentation for expenses paid with a debit card. Failure to provide supporting documentation when requested, may result in suspension of the card and account until funds are substantiated or refunded back to the City. Please keep the issued card for use next year. Additional or replacement cards may be requested, however, a small fee may apply.

HERE'S HOW IT WORKS!



An employee earning \$30,000 elects to place \$1,000 into a Health Care FSA. The payroll deduction is \$20.83 based on a 48 pay period schedule. As a result, health care expenses are paid with tax-free dollars, giving the employee a tax savings of \$197.

	With a Health Care FSA	Without a Health Care FSA
Salary	\$30,000	\$30,000
FSA Contribution	-\$1,000	-\$0
Taxable Pay	\$29,000	\$30,000
Estimated Tax 19.65% = 12% + 7.65% FICA	-\$5,698	-\$5,895
After Tax Expenses	-\$0	-\$1,000
Spendable Income	\$23,302	\$23,105
Tax Savings	\$197	

Please Note: Be conservative when estimating health care and/or dependent care expenses. IRS regulations state that any unused funds remaining in an FSA, after a plan year ends and after all claims have been filed, cannot be returned or carried forward to the next plan year with the exception of the \$610 carry over that may be allowed for the Health Care FSA. **This rule is known as "use-it or lose-it."**

Claims Submission

Mailing Address: Benefits Workshop
P.O. Box 56828
Jacksonville, FL 32241
Fax: (904) 880-2830

BenefitsWorkshop | Phone: (888) 537-3539
benefitsworkshop.com/tarponsprings



Employee Assistance Program

The City cares about the well-being of all employees on and off the job and provides, at no cost, a comprehensive Employee Assistance Program (EAP) through UnitedHealthcare. EAP offers employee and each family member access to licensed mental health professionals through a confidential program protected by State and Federal laws. EAP is available to help employee gain a better understanding of problems that affect them, locate the best professional help for a particular problem, and decide upon a plan of action. EAP counselors are professionally trained and certified in their fields and available 24 hours a day, seven (7) days a week.

What is an Employee Assistance Program (EAP)?

An Employee Assistance Program offers covered employees and family members/domestic partners free and convenient access to a range of confidential and professional services to help address a variety of problems that may negatively affect employee or family member's well-being. Coverage includes three (3) visits with a specialist, per person, per issue, per year, telephonic consultation, online material/tools and webinars. EAP offers counseling services on issues such as:

- ✓ Child Care Resources
- ✓ Legal Resources
- ✓ Grief and Bereavement
- ✓ Stress Management
- ✓ Depression and Anxiety
- ✓ Work Related Issues
- ✓ Adult & Elder Care Assistance
- ✓ Financial Resources
- ✓ Family and/or Marriage Issues
- ✓ Substance Abuse

Are Services Confidential?

Yes. Receipt of EAP services are completely confidential. If, however, participation in the EAP is the direct result of a Management Referral (a referral initiated by a supervisor or Human Resources), we will ask permission to communicate certain aspects of the employee's care (attendance at sessions, adherence to treatment plans, etc.) to the referring supervisor or department. The referring supervisor or department will not receive specific information regarding the referred employee's case. The supervisor/department will only receive reports on whether the referred employee is complying with the prescribed treatment plan.

EAP through UnitedHealthcare | Customer Service: (888) 887-4114
www.myuhc.com

Basic Life and AD&D Insurance

Basic Term Life Insurance

The City provides Basic Term Life insurance at no cost to all eligible employees, through The Hartford. Eligible employees will receive a benefit amount of \$50,000.

Accidental Death & Dismemberment Insurance

Also, at no cost to employee, the City provides Accidental Death & Dismemberment (AD&D) insurance, which pays in addition to the Basic Term Life benefit when death occurs as a result of an accident. The AD&D benefit amount equals \$100,000, partial benefits may also be payable.

Age Reduction Schedule

Benefit amounts are subject to the following age reduction schedule:

- Reduces by 50% of the benefit amount at age 70

Dependent Group Life Insurance

Employee also has the option to elect group life insurance for spouse and dependent child(ren). A spouse may be insured for \$5,000, not to exceed 50% of employee's Basic Life coverage amount. Eligible dependent child(ren), from 15 days up to age 26, may be insured for \$2,500.

Always remember to keep beneficiary information updated. Beneficiary information may be updated at anytime through Bentek or Human Resources .

The Hartford | Customer Service: (800) 523-2233 | www.thehartford.com



Voluntary Life and AD&D Insurance

Voluntary Employee Life and AD&D Insurance

Eligible employee may elect to purchase additional Life and AD&D insurance on a voluntary basis through The Hartford. This coverage may be purchased in addition to the Basic Term Life and AD&D coverage. Voluntary Life insurance offers coverage for employee at different benefit levels.

New Hires may purchase Voluntary Employee Life and AD&D insurance without being subject to Medical Underwriting, also known as Evidence of Insurability (EOI), **up to the Guaranteed Issue amount of \$50,000.**

- Units can be purchased in increments of \$5,000 to the maximum of \$300,000 or 3x annual earnings.
- Benefit amounts are subject to the following age reduction schedule:
 - › Reduces by 50% of the benefit amount at age 70

Voluntary Life and AD&D Insurance Rate Table

Premium

Age Bracket (Based on Employee Age)	Employee (Rate Per \$1,000 of Benefit)
< 30	\$0.1000
30-34	\$0.1000
35-39	\$0.1500
40-44	\$0.2300
45-49	\$0.3700
50-54	\$0.5500
55-59	\$0.8200
60-64	\$1.3500
65-69	\$2.4200
70-74	\$3.4200
75+	\$7.3800
AD&D	\$0.03

Always remember to keep beneficiary information updated. Beneficiary information may be updated at anytime through Bentek or Human Resources.

The Hartford | Customer Service: (800) 523-2233 | www.thehartford.com



Employee Wellness Center

City of Tarpon Springs Employee Wellness Center

The City of Tarpon Springs Employee Wellness Center was established to provide City employees easy and cost-free access to the highest quality medical care for acute and chronic conditions. The Wellness Center is available to individuals enrolled in the City's medical insurance plan, including covered spouses, children and non-Medicare retirees.

The Wellness Center is sponsored by the Florida League of Cities and administered by CareATC, a third-party vendor. Utilization is entirely voluntary. All visits with Wellness Center staff are completely confidential and no personal information is shared with the employer. Employee will still have access to primary care providers, specialists, hospitals and outpatient facilities through the City's medical plan.

Why Choose The Wellness Center?

- ✓ No copays
- ✓ Online scheduling with dedicated 20-minute appointments - no long waits!
- ✓ Many prescriptions dispensed onsite cost-free
- ✓ 100% confidential and HIPAA compliant

What Services Can Be Performed At The Wellness Center?

- ✓ Primary Care
- ✓ Acute Care
- ✓ Prescription Dispensing
- ✓ Labs Performed Onsite — No Trip to a Separate Facility!

Prescription Medications

The Wellness Center stocks widely used generic and brand name medications at no cost to patients. Wellness Center staff can prescribe medication for a variety of acute conditions, such as antibiotics for the cold or flu. Medications can also be dispensed for chronic conditions including high blood pressure, cholesterol, acid reflux, and diabetes. If the Wellness Center does not stock a prescribed medication, the staff will provide a script to be filled by a pharmacy and purchased through the City's medical insurance plan.

Accessing the Wellness Center

Appointments are required for all primary care visits and are scheduled in 20-30 minute intervals. The medical staff will advise if employee needs a longer appointment.

Health Center Hours of Operation

Monday	8:00 a.m. – 12:00 p.m.
Tuesday	1:00 p.m. – 5:00 p.m.
Wednesday	7:00 a.m. – 5:00 p.m. (Closed for lunch 12:00 p.m. – 1:00 p.m.)
Thursday	8:00 a.m. – 12:00 p.m.
Friday	Closed
Saturday	Closed
Sunday	Closed

Employee Wellness Center | Phone: (800) 993-8244 | www.careatc.com
34650 US 19 North, Suite 102 | Palm Harbor, Florida 34683



Voluntary Short Term Disability

The City offers Voluntary Short Term Disability (STD) insurance to all eligible employees through The Hartford. The STD benefit pays employee a percentage of the weekly earnings if employee becomes disabled due to an illness or non-work related injury.

Voluntary Short Term Disability (STD) Benefits

- STD provides a benefit of 60% of employee's weekly earnings up to a benefit maximum of \$1000 per week.
- Employee must be disabled for 7 consecutive days prior to becoming eligible for benefits (known as the elimination period).
- Benefits will begin on the 8 day after the employee is disabled due to non-work related injury or illness.
- The maximum benefit period is 12 weeks.
- Employee deemed unable to return to work after the STD 12 week maximum period is exhausted, may be transitioned to Long Term Disability (LTD).
- Benefits may be reduced by other income.

The Hartford | Customer Service: (800) 523-2233
File a Claim: (877) 778-1383 | www.thehartford.com

Long Term Disability

The City provides Long Term Disability (LTD) insurance at no cost to all eligible employees through The Hartford. The LTD benefit pays a percentage of monthly earnings if employee becomes disabled due to an illness or injury.

Long Term Disability (LTD) Benefits

- LTD provides a benefit of 60% of employee's monthly earnings up to a benefit maximum of \$4,000 per month.
- Employee must be disabled for 90 consecutive days prior to becoming eligible for benefits (known as the elimination period).
- Benefits will begin on the 91st day of disability.
- Employee may continue to be eligible for partial benefits if employee returns to work on a part-time basis.
- The maximum benefit period is determined based on age at the time of disability.
- Benefits may be reduced by other income.

The Hartford | Customer Service: (800) 523-2233
File a Claim: (877) 778-1383 | www.thehartford.com

Supplemental Insurance

The Standard offers a variety of voluntary supplemental insurance plans that may be purchased separately on a voluntary basis and premiums paid by payroll deduction. The Standard pays money directly to the employee, regardless of other insurance plans. To learn more about The Standard plans and/or to schedule a personal appointment, contact your local The Standard agent. Details regarding available The Standard plans and services are also available online at www.standard.com.

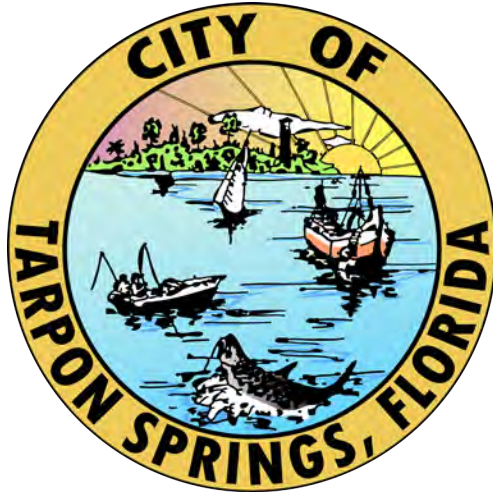
Available plans include:

- › Accident Insurance
- › Critical Illness Insurance
- › Hospital Indemnity Insurance

Please Note: Limitations, exclusions and waiting periods may apply.

The Standard

Agent: Eric Gonzalez | Phone: (971) 321-1660 ext. 1660
Email: eric.gonzalez@standard.com
Customer Service: (866) 851-5505 | www.standard.com



3500 Kyoto Gardens Drive, Palm Beach Gardens, Florida 33410
Toll Free: (800) 244-3696 | Fax: (561) 626-6970 | www.gehringgroup.com

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FINAL
Last Modified: August 31, 2023 10:01 AM

Exhibit B

Sample Employee Communications

Please note that all communications herein
can be printed on various paper sizes.



OPEN ENROLLMENT IS COMING!

September 1st - September 15th

Open Enrollment is the time of year that you can make changes to your benefits, add or drop dependents, change plans, enroll into coverage, or drop coverage.

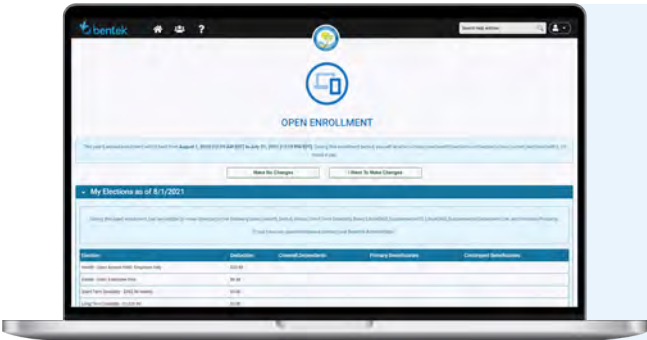
Open Enrollment informational sessions will be held to review available benefit options and premium information. You will also be able to meet with benefits representatives and ask questions.

Date	Time	Location
Wednesday, September 6th	7:00am - 12:00pm	City Hall 2nd Floor Conference Room
Friday, September 8th	7:00am - 12:00pm	Public Safety Facility 2nd Floor Conference Room
Wednesday, September 13th	7:00am - 12:00pm	City Hall 2nd Floor Conference Room
Thursday, September 14th	1:00pm - 4:00pm	City Hall 2nd Floor Conference Room

INTRODUCING... ONLINE ENROLLMENT THROUGH BENTEK!

This year we are excited to announce a new online benefits enrollment system, Bentek! Available 24 hours a day, 7 days a week.

***IMPORTANT* All Employees are encouraged to login to Bentek to confirm their benefits for the 2023-2024 plan year.**



EMPLOYEES MAY:

- ✓ View all benefit elections and payroll deductions
- ✓ View plan summaries
- ✓ Designate Life Insurance beneficiaries
- ✓ During open enrollment, employees may make new elections, change, add or remove dependents

To access the site, visit www.mybentek.com/ctsfl

All employees are encouraged to log on to Bentek during the Open Enrollment period (September 1st – September 15th) to verify coverage and update beneficiaries for the 2023-2024 Plan Year. Bentek Online Assistance will also be available during the dates and times listed.

To access Bentek
using a mobile
device, scan code.



Open Enrollment closes promptly at 5:00pm on September 15th, 2023.
If you have questions, please contact the Human Resources Department.



**The Human Resources and
Risk Management Department
invites you to join us for the**

2024 ANNUAL EMPLOYEE WELLNESS FAIR!

DATE: Thursday, May 9th, 2024

TIME: 10:00 AM - 2:00 PM

PLACE: Dunedin Community Center
1920 Pinehurst Road, Dunedin, FL 34698

There will be a variety of vendors at the event. Enjoy free giveaways, raffle prizes, complimentary health screenings, and so much more!

All employees and their spouses are welcome to attend!

HAVE YOU HAD YOUR BIOMETRIC SCREENING?

Biometric Screenings will be available by Health and Wellness Professionals. This screening is only for those individuals who haven't already received a Biometric Screening since 10/1/2023 and are still in need of their annual Vitality biometric numbers for the current fiscal year. If you are unsure if you have had one for this year, contact Human Resources for clarification. Once you have completed your screening please do not upload your results as HWP will send the information directly to Vitality.

HRA/HSA funding pending Commission approval.

SCHEDULE YOUR APPOINTMENT TODAY!

<https://appointments.solutionsforyourwellness.com/signup/cityofdunedin>



2024 OPEN ENROLLMENT!

November 9th through November 30th



Open Enrollment is the time of year that you can make changes to your benefits, add or drop dependents, change plans, enroll into coverage or drop coverage. All new elections and changes made during Open Enrollment will be effective on January 1, 2024. Please attend an Open Enrollment informational session to learn more about your benefits.

WHAT'S HAPPENING?

- CHANGES to Medical Insurance
 - » Adding Teladoc for PCP, Dermatology and Mental Health Visits
 - » NO Rate Changes
- NO CHANGES to dental, vision, life or disability
- **NEW!** EAP is changing from New Directions to ESI
 - » Six face-to-face & unlimited telephonic visits
 - » Dedicated public safety phone line
- **NEW!** Flexible Spending Accounts (FSA) are changing from Health Equity to P&A Group
 - » Medical FSA includes option to rollover annual IRS limit amount

ENROLLMENT IS EASY!

Open Enrollment is online. The City provides BenteK, an internet based online benefits enrollment system, available 24 hours a day, 7 days a week. Employees may:

- View all benefit elections and payroll deductions
- Make new elections, change, add or remove dependents
- View plan summaries and link to carrier websites
- Designate Life Insurance beneficiaries
- Enroll in Flexible Spending Accounts (FSA)



Scan Here!

All elections will be effective January 1, 2024

Enroll online November 9 - November 30

www.mybentek.com/cityofcapecoral



THURSDAY NOVEMBER 9TH

In-Person at City Hall
Council Chambers

8:00am - 9:30am

10:00am - 11:30am

1:00pm - 2:30pm

3:00pm - 4:30pm

THURSDAY NOVEMBER 16TH

Virtual Teams Meeting
(Link available from
HR Department)

10:00am - 11:30am



OPEN ENROLLMENT

SEPTEMBER 4TH - SEPTEMBER 15TH

The Pinellas Suncoast Fire & Rescue District Group Insurance Plan Year Begins October 1, 2023. Open Enrollment is the time when benefit eligible employees can make new benefit elections, or changes to their current elections, for the upcoming 2023-2024 plan year.

All new elections or changes made during Open Enrollment will be effective October 1, 2023.

***Please be on the lookout for a virtual
Open Enrollment presentation!***

If you would like to make any changes or have any questions, please reach out to Kimberly Hampton at (727) 595-1117 ext. 100.

2023-2024



2023



2024

OPEN ENROLLMENT IS HERE!

Virtual Info Sessions Available!

Gehring Group, FL Blue and your other benefit providers will be presenting live on all your benefits for the 2023-2024 plan year. These sessions will be held through Microsoft Teams and are designed to help you prepare for Open Enrollment. Attendance is recommended for all full-time employees.

Please see schedule to the right for the educational sessions. Click on Join Teams Meeting from computer or mobile device to join; or join by phone.



To access Bentek using a mobile device, scan code.

DATE	TIME	MEETING PLATFORM
Tuesday August 8	10:00 a.m. - 11:30 a.m.	Join Microsoft Teams meeting Call in number: +1 850-583-5114 Conference ID: 569 813 571#
	7:00 p.m. - 8:30 p.m.	Join Microsoft Teams meeting Call in number: +1 850-583-5114 Conference ID: 466 251 00#
Thursday August 10	10:00 a.m. - 11:30 a.m.	Join Microsoft Teams meeting Call in number: +1 850-583-5114 Conference ID: 470 386 740#
	2:00 p.m. - 3:30 p.m.	Join Microsoft Teams meeting Call in number: +1 850-583-5114 Conference ID: 194 233 836#
Tuesday August 15	10:00 a.m. - 11:30 a.m.	Join Microsoft Teams meeting Call in number: +1 850-583-5114 Conference ID: 661 297 742#
	2:00 p.m. - 3:30 p.m.	Join Microsoft Teams meeting Call in number: +1 850-583-5114 Conference ID: 290 502 379
Thursday August 17	10:00 a.m. - 11:30 a.m.	Join Microsoft Teams meeting Call in number: +1 850-583-5114 Conference ID: 553 954 38#
	7:00 p.m. - 8:30 p.m.	Join Microsoft Teams meeting Call in number: +1 850-583-5114 Conference ID: 553 066 203#





2022-2023 OPEN ENROLLMENT

Pinellas County Sheriff's Office Group Insurance Plan Year Begins October 1, 2022.

Open Enrollment is the time of year when you can make changes to your benefits, add or drop dependents, change plans, enroll into coverage or drop coverage. All new elections and changes made during Open Enrollment will be effective on October 1, 2022.

Onsite informational meetings and assistance will be provided on the following dates and times.

DATE	A/B (Shift)	LOCATION	TIME
7/12/2022	A	DDC/ASB	7 AM – 11 AM
		SAB	1 PM – 7 PM
7/13/2022	B	CPI	9 AM – 11 AM
		Narcotics	1 PM – 5 PM
7/14/2022	B	SAB	7 AM – 11 AM
		DDC/ASB	3 PM – 7 PM
7/15/2022	A	DDC/ASB	7 AM – 11 AM
		SAB	1 PM - 7 PM
7/19/2022	B	SAB	7 AM – 11 AM
		NDS	1 PM – 7 PM
7/20/2022	A	NDS	7 AM – 11 AM
		CPI	1 PM – 7 PM
7/21/2022	A	DDC/ASB	1 PM – 7 PM
7/22/2022	B	SAB	1 PM – 7 PM

ONLINE ENROLLMENT THROUGH BENTEK IS OPEN FROM JULY 11TH THROUGH JULY 24TH

Open Enrollment is online! Bentek is our internet-based benefits-enrollment system, allowing you to do the following 24 hours-a-day/7 days-a-week during the Open Enrollment period:

- View all benefit elections and payroll deductions
- Make new elections or changes online
- View plan summaries and link to provider websites

To access the site go to: www.mybentek.com/pcso

If you have trouble accessing Bentek, please contact the Bentek Support Line at: support@mybentek.com, or: (888) 5-Bentek (523-6835) Monday – Friday 8:30am – 5:00pm EST

To access
Bentek using a
mobile device,
scan code.



All Open Enrollment elections must be submitted on Bentek between July 11th and July 24th, 2022.

HRA WELLNESS FUNDING

The City provides a Health Reimbursement Account (HRA) to employees who participate in the Cigna High Deductible Health Plan. HRA monies are not taxable and funded by the City and can be used for any qualified medical expenses such as copayments, deductibles and coinsurance for physician services, hospital services, prescription drugs, etc. The HRA monies provide tax-free funds to cover qualified out-of-pocket expenses incurred under the medical plan. Deadline to complete Health Assessments is September 30, 2023. A new hire's deadline is the 90th day following initial benefits eligibility.

HOW TO EARN YOUR ADDITIONAL FUNDS

To receive optional City HRA funding employee must complete the following steps:

STEP
1

Employee (and/or spouse if applicable) must complete lab testing (bloodwork) with the City's Health Center.

STEP
2

Upon Completion of the Lab testing the employee (and/or spouse if applicable) must meet with a Health Center provider. Once results are reviewed, please complete Cigna's online Health Assessment (HA) questionnaire.

STEP
3

The Health Assessment must be completed between March 1, 2023 and September 30, 2023. Sworn Police/Fire Fighters can use the bloodwork results completed during their annual physical between (October 1, 2021 through February 28, 2022) to complete their Health Assessment.



ARE YOU AN EMPLOYEE ONLY?

You need to complete the Health Assessment to earn your funds.

DO YOU HAVE A COVERED SPOUSE/SPOUSE AND CHILDREN ON YOUR PLAN?

Only your spouse needs to complete the Health Assessment to earn their additional portion of funds.

DO YOU ONLY HAVE CHILDREN ON THE PLAN (NO SPOUSE)?

Dependent children of any age do not need to complete their health assessment, you will automatically earn those funds.



Wellness HRA Incentive Values

Employee Only \$400

Employee + 1 Dependent \$600
(\$400 Employee, \$200 (Spouse/DP))

Employee + Family \$800
(\$400 Employee, \$400 (Spouse/DP))

All employees will be defaulted into the Base HRA plan. All employees have the option of enrolling in the Buy-Up HRA plan.

Employee may rollover any unused funds year to year, up to a maximum of:

Employee Only \$7,500

Employee + 1 Dependent \$11,250

Employee + Family \$15,000



WEST PALM BEACH



2023 OPEN ENROLLMENT

Thursday, September 22nd - Friday, October 14th

Open Enrollment is the time of year when benefit eligible employees can make new benefit elections, or changes to their current elections, for the upcoming 2023 plan year.

There are no carrier changes this year, but it is important that everyone logs into Bentek to review their benefits and make any plan changes. Reminder: If you are in the FSA plan, you must re-enroll each year.

ONLINE ENROLLMENT THROUGH BENTEK

Open Enrollment is online! Bentek is our internet-based benefits-enrollment system, allowing you to do the following 24 hours-a-day/7 days-a-week during the Open Enrollment period:

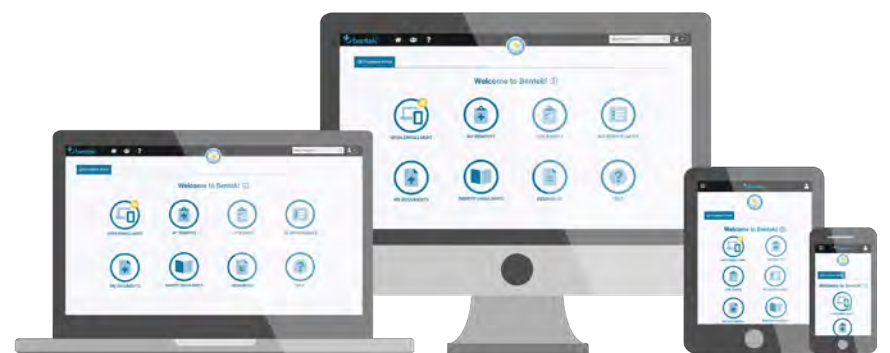
- View all benefit elections and payroll deductions
- Make new elections or changes online
- View plan summaries and link to provider websites
- Designate life insurance beneficiaries

To access the site go to: **www.mybentek.com/clearwater**

Bentek Site will be open from Thursday, September 22nd - Friday, October 14th at 5:00pm.

If you have trouble accessing Bentek, please contact the Bentek Support Line at: support@mybentek.com, or: (888) 5-Bentek (523-6835) Monday – Friday 8:30am – 5:00pm EST

Questions or concerns? Please contact Human Resources at (727) 562-4870



To access Bentek using a mobile device, scan code.



The Wellness Committee
**INVITES YOU TO JOIN US FOR
THE CITY OF OLDSMAR'S**

**2023
Employee Health
and Wellness Fair!**

There will be a variety of vendors at the event.
Enjoy free giveaways, raffle prizes, complimentary
health screenings, and so much more!

- Baycare will be offering screenings: Personal Health Assessments (fasting or non-fasting), skin cancer screening, hearing screening
- Chair Massage
- Body Composition Assessment
- Ergonomics
- Insurance Carriers: Cigna, FMPTF (401a/457b), Gehring Group, Unum LTD, Cigna EAP
- Farkas Chiropractic
- Florida Dept of Health - Tobacco Prevention Program
- Vein Institute of Pinellas
- Tampa General Hospital: Colorectal Cancer Screening Program and Sleep Apnea
- Moffitt Cancer Center



**All employees and any dependents on
the health plans are welcome to attend!**

WHEN:	Wednesday, May 3rd, 2023
WHERE:	Cypress Forest Recreation Center 650 Pine Ave. North, Oldsmar, FL 34677
TIME:	9:00AM - 12:00PM

To sign up for your biometric
screening, skin cancer screening or
hearing test, using a mobile device,
scan code or use the link below.



<https://ha.healthawareservices.com/ra/survey/5097>

OPEN ENROLLMENT 2023 -2024



Open Enrollment is the time of year when you can make changes to your benefits; such as drop or add dependents, drop coverage, or enroll into coverage. All new elections and changes made during Open Enrollment will be effective October 1, 2023. The Open Enrollment period this year begins August 15th and ends on September 8th at 9:00pm.

Walton County will be hosting Open Enrollment Meetings and Bentek Enrollment Assistance for all employees on the schedule listed. Please attend to learn more about your benefits. Representatives from the Gehring Group will be available to answer your questions and assist with Bentek online enrollment.

INTRODUCING... ONLINE ENROLLMENT THROUGH BENTEK!
This year we are excited to announce a new online benefits enrollment system,
Bentek! Available 24 hours a day, 7 days a week.

***IMPORTANT* All Employees must login to Bentek to enroll and confirm their benefits for the 2022-2023 plan year.**



EMPLOYEES MAY:

- ✓ View all benefit elections and payroll deductions
- ✓ View plan summaries
- ✓ Designate Life Insurance beneficiaries
- ✓ During open enrollment, employees may make new elections, change, add or remove dependents

To access the site, visit www.mybentek.com/waltonco

All employees MUST log on to Bentek during the Open Enrollment period (August 15th - September 8th) to verify coverage and update beneficiaries for the 2023-2024 Plan Year. Bentek Online Assistance will also be available during the dates and times listed.

To access Bentek
using a mobile
device, scan code.



OPEN ENROLLMENT MEETINGS & BENTEK ASSISTANCE

Meetings will be held each hour and laptops with onsite Bentek assistance will be available.

DATE	TIME	LOCATION
Tuesday, August 15th	8:00am - 3:00pm	South Walton Annex 31 Coastal Centre Blvd, Santa Rosa Beach
Wednesday, August 16th	8:00am - 3:00pm	DeFuniak Springs Court House 571 East Nelson Avenue, DeFuniak Springs, FL 32433
Thursday, August 17th	8:00am - 3:00pm	DeFuniak Springs Community Center 361 North 10th Street, DeFuniak Springs, FL 32433
Tuesday, August 29th	8:00am - 3:00pm	DeFuniak Springs Courthouse 571 East Nelson Avenue, DeFuniak Springs, FL 32433
Wednesday, August 30th	8:00am - 3:00pm	South Walton Annex 371 Coastal Centre Blvd, Santa Rosa Beach, FL
Thursday, August 31st	8:00am - 3:00pm	DFS Community Center 361 North 10th Street, DeFuniak Springs, FL

Questions? Contact Jody at Human Resources at (850) 892-8586



We are here to **help you**

Do you have a question about your insurance benefits?
Are you receiving bills from your provider and not understanding why?

Citrus County is working with the Gehring Group Team to provide you with a solution to your questions!

We are excited to announce that the Gehring Group has a team of claim specialists to assist you with your questions. We encourage you to email the Gehring Group at:

Email: citrus@gehringgroup.com
Toll Free: (800) 244-3696

Please include the following information with your email:

- First & Last Name
- Brief Description of your question
- Your contact information

For your privacy please **do not** include in your initial email:

- Social Security Number
- Date of Birth
- Member ID

A Gehring Group claim specialist will contact you via a secure email or telephone call to gather additional information that may be necessary to further assist you.

Our goal is to ensure that these items are resolved as quickly as possible.



FIT FOR DUTY

Did You Know?

All of the below are offered to you as part of the Sheriff's Office Wellness Initiatives!

October 1, 2022 through September 30, 2023

- **Premium Reduction: \$32 (Employee only) or \$64 (Employee + Spouse) per pay**
 - › Completion of at least 3 preventive exams or screenings – Colonoscopy, Mammogram, Routine pap smear, Dental preventive visit, Routine eye or hearing exam, Prostate test, flu shot, well-woman, Biometric screening and/or Annual physical
 - › All tracked through claims with the exception of vision exams which require an EOB to be submitted to Kari Legg in HR.
- **Gift Cards: Earn up to \$200, www.aetna.com → 'Health & Wellness' Tab → 'Stay Healthy'**
 - › Completion of Aetna's online Health Assessment = \$50
 - › Completion of up to (3) Aetna online Journeys by enrolling in health coaching = \$50 each
 - › Completion of your annual skin screening = \$50 (earned through claims)
 - › Participation in any Balance Clinic, Postural Assessment and/or Financial or Educational classes offered through Human Resources = \$25 each



Available year-round to all SCSO employees regardless of medical plan enrollment. Dependents 18+ must be enrolled in medical plan

- **Omada: Online coaching program focusing on Diabetes prevention, Diabetes, Hypertension and Musculoskeletal Health**
 - › Complete your assessment to see if you qualify: <https://go.omadahealth.com/sarasotasheriff>
 - › Personalized dashboard 24/7, access to a dedicated health coach and online community
 - › Depending on program enrollment, may receive a digital smart scale, glucose meter and/or blood pressure monitor



Available to all SCSO employees & dependents age 18+ enrolled in the Aetna medical plan

- **Attain: Achieve your wellness goals and earn an Apple Watch or gift cards through your activity level (valued up to \$300)!**
 - › Download the Attain app, or text AttainApp to 37046 to get started (available for Apple or Android)!
 - › Earn an Apple Watch or pair your own. Or, pair your Fitbit to your Android.



Available year-round to all employees

- › Quarterly Challenges & Wellness Campaigns
- › More information to come closer to each launch!

Important Change to FSA, HSA and HRA* Eligible Expenses

The “Coronavirus Aid, Relief, and Economic Security Act” (the CARES Act) was signed and passed on March 27, 2020. One aspect of the Act repeals the rule enacted in the Affordable Care Act that prohibited over-the-counter medicines (i.e., non-prescribed) other than insulin from being “qualified medical expenses.”

NEWLY DEFINED ELIGIBLE EXPENSES

Over the counter (OTC) drugs and medicines are now eligible for reimbursement from a Flexible Spending Account (FSA), Health Savings Account (HSA), or, if applicable* Health Reimbursement Account (HRA). Menstrual products are also now eligible for reimbursement. This is a permanent change.

***Please Note:** HRA monies are funded by your employer. Some funding arrangements may only allow monies to be used for expenses, such as copayments, deductibles, and coinsurance. Please contact HRA administrator for more details.

HOW SOON CAN I USE MY DEBIT CARD ON THESE NEWLY ADDED ELIGIBLE EXPENSES?

Retailers systems may not recognize this newly passed legislation or instantaneously accept an FSA debit card. Cards issued by FSA administrators are controlled by various systems to confirm the cards are only used for eligible expenses. Retailers such as CVS, Walgreens, Wal-Mart, Publix, as well as smaller stores use IIAS (Inventory Information Approval Systems) Merchant Certification along with their own inventory and point-of-sale systems to verify that the merchandise being purchased with a FSA card is an eligible medical expense.

The ability to use an FSA card for these newly defined OTC items at all retailers may not come online at the same time. The larger retailers will likely come on first, and the smaller ones may not be “live” for months.



Questions About Eligible Expenses?

If issues arise with using your debit card for newly allowable expenses, you may:

1. Check with larger retailers first as it is expected their systems will recognize the newly allowable expenses sooner.
2. Pay at “point of sale” and submit documentation for reimbursement to your FSA administrator. For additional information on your FSA administrator and contact information please refer to your Employee Benefit Highlights booklet or contact:

Chard Snyder | Customer Service: (800) 982-7715; (833) 212-1988 | www.chard-snyder.com



GEHRING
GROUP
ADVICE YOU TRUST | PEOPLE YOU DEPEND ON

Exhibit C

Sample Reports & Work Product

Gehring Group Analytics Sample Work

Palm Beach Gardens, Florida 33410
(561) 626-6797

(800) 244-3696 / (561) 626-6970 – Fax

www.gehringgroup.com



Sample Plan Comparison

Option #1													
Current													
Schedule of Benefits	Plan 1		Plan 2		Plan 3		Plan 1		Plan 2		Plan 3		
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	
Deductible (DED)													
Individual Deductible	\$1,000	\$1,000	\$1,500	\$3,000	\$2,000	\$6,000	\$1,000	\$1,000	\$1,350	\$2,500	\$2,500	\$2,500	
Family Deductible	\$3,000	\$3,000	\$3,000	\$6,000	N/A*	N/A*	\$2,000	\$2,000	\$2,700	\$5,000	\$5,000	\$5,000	
Out of Pocket Maximum													
Single	\$3,000	\$5,000	\$1,500	\$6,000	\$6,350	\$12,800	\$4,000	\$6,000	\$3,750	\$7,500	\$6,000	\$6,000	
Family	\$6,000	\$10,000	\$3,000	\$12,000	\$12,700	\$25,600	\$8,000	\$12,000	\$7,500	\$15,000	\$12,000	\$12,000	
Member Coinsurance	20%	40%	0%	20%	50%	50%	20%	30%	10%	30%	20%	20%	
Non-Hospital Services													
Physician Office Visit Copay	\$20	40% after DED	DED	20% after DED	\$35	50% after DED	\$25	30% after DED	10% after DED	30% after DED	\$20	\$20	
Specialist Office Visit Copay	\$35	40% after DED	DED	20% after DED	\$75	50% after DED	\$50	30% after DED	10% after DED	30% after DED	\$40/\$80	\$40/\$80	
Preventive Services	No charge	40%	No Charge	20%	No Charge	50%	No Charge	Not Available	No Charge	Not Covered	No Charge	No Charge	
Independent Clinical Lab	No charge	40% after DED	DED	20% after DED	No Charge	50% after DED	No Charge	30% after DED	10% after DED	30% after DED	20% after DED	20% after DED	
Advanced Imaging (MRI, PET, CT)	\$100	40% after DED	DED	20% after DED	\$200	50% after DED	20% after DED	30% after DED	10% after DED	30% after DED	20% after DED	20% after DED	
Urgent Care Center	\$35	\$35	DED	DED	\$75	\$75	\$35	30% after DED	10% after DED	30% after DED	\$80	\$80	
Hospital Services													
Inpatient Hospital Services	\$750	40% after DED	DED	20% after DED	\$2,000	50% after DED	20% after DED	30% after DED	10% after DED	30% after DED	20% after DED	20% after DED	
Outpatient Hospital Services	\$200	40% after DED	DED	20% after DED	\$300	50% after DED	20% after DED	30% after DED	10% after DED	30% after DED	20% after DED	20% after DED	
Physician Services at Hospital	20% after DED	20% after DED	DED	INN DED	50% after DED	50% after INN DED	20% after DED	30% after DED	10% after DED	30% after DED	20% after DED	20% after DED	
Emergency Room (Per Visit)	\$100	\$100	DED	DED	50% after DED	50% after INN DED	\$200	\$200	10% after DED	10% after INN DED	\$250	\$250	
Mental Health/Substance Abuse Hospital													
Inpatient Services	\$750	40% after DED	DED	20% after DED	\$2,000	50%	20% after DED	30% after DED	10% after DED	30% after DED	20% after DED	20% after DED	
Outpatient Services	\$35	40% after DED	DED	20% after DED	\$300	50%	\$25	30% after DED	10% after DED	30% after DED	\$20	\$20	
Prescription Drugs													
Generic Drugs	\$10		DED	INN DED +	\$10		\$10	INN Copays +	\$10	Difference b/w	\$10 after DED	\$10 after DED	
Formulary Drugs	\$25	50%	DED	Difference b/w	\$60	50%	\$35	Difference b/w	\$35	INN cost and	\$35 after DED	\$35 after DED	
Non-Formulary Drugs	\$60		DED	INN cost and	\$100		\$60	INN cost and	\$60	OON cost	\$60 after DED	\$60 after DED	
Mail Order - 90 day supply	2x		DED	OON cost	3x		2.5x	OON cost	2.5x		2.5x	2.5x	
Rates		Enrollment**											
Employee Only		225	2	\$640.81	\$518.10		\$575.00		\$571.00		\$521.18		
Employee + Spouse		20	0	\$1,074.33	\$868.57		\$913.77		\$919.04		\$833.71		
Employee + Child(ren)		13	0	\$1,020.13	\$824.76		\$856.77		\$862.03		\$782.21		
Employee + Family		11	0	\$1,345.32	\$1,087.66		\$1,141.78		\$1,075.00		\$1,042.36		
Monthly Premium		269	2	\$1,282	\$0		\$171,348		\$1,142		\$0	\$0	
Annual Premium				\$15,379	\$0		\$2,056,176		\$13,704		\$0	\$0	
\$ Increase/(Decrease)				N/A	N/A		-\$180,984		-\$1,675		\$0	\$0	
% Increase/(Decrease)				N/A	N/A		-8.1%		-10.9%		0.0%	0.0%	

Total Monthly Premium	271	\$187,712		
Total Annual Premium		\$2,252,539		\$172,490
\$ Increase/(Decrease)		N/A		\$2,069,880
% Increase/(Decrease)		N/A		-\$182,659
				-8.1%

*Family contract members enrolled in the 05901 plan must satisfy a Per Person deductible of \$2,000 in network and \$6,000 out of network.

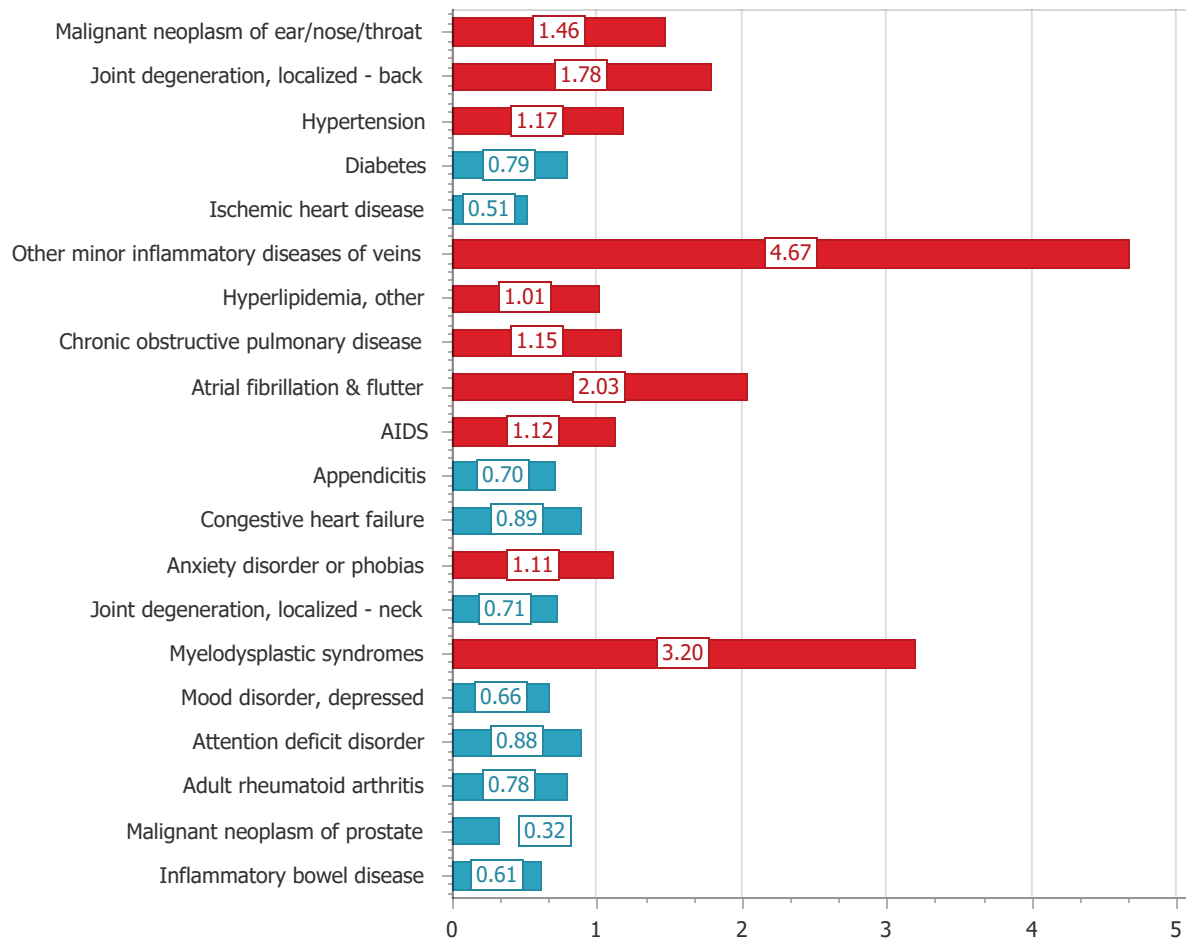
City of Example
High Cost Claimant Summary - Monitoring Claims over \$100,000
Tiered Stop Loss Deductible - \$250,000/\$350,000 (50% Cost Share)
Claims Paid January 1, 2020 through December 31, 2020



Claimant #	Relationship	Jan-20	Jan-Feb-20	Jan-Mar-20	Jan-Apr-20	Jan-May-20	Jan-Jun-20	Jan-Jul-20	Jan-Aug-20	Jan-Sep-20	Jan-Oct-20	Jan-Nov-20	Jan-Dec-20	Increase (Prior Month)
1	EMPLOYEE	\$ -	\$ 147,838	\$ 150,927	\$ 152,004	\$ 152,073	\$ 152,091	\$ 152,573	\$ 152,901	\$ 152,974	\$ 154,380	\$ 154,702	\$ 154,792	\$ 90
2	CHILD	-	\$ 108,356	\$ 109,041	\$ 109,324	\$ 109,719	\$ 109,856	\$ 109,867	\$ 109,948	\$ 110,023	\$ 110,023	\$ 110,023	\$ 110,023	-
3	SPOUSE	-	\$ 102,642	\$ 208,254	\$ 232,743	\$ 241,080	\$ 247,242	\$ 251,263	\$ 261,263	\$ 298,685	\$ 320,746	\$ 340,173	\$ 414,729	74,557
4	CHILD	-	\$ 118,866	\$ 118,494	\$ 133,894	\$ 249,661	\$ 263,558	\$ 276,719	\$ 282,692	\$ 300,135	\$ 322,381	\$ 334,684	\$ 372,884	38,200
5	EMPLOYEE	-	\$ -	\$ 125,636	\$ 125,774	\$ 130,520	\$ 132,583	\$ 133,631	\$ 135,323	\$ 137,297	\$ 140,251	\$ 140,969	\$ 142,859	1,890
6	EMPLOYEE	-	\$ -	\$ -	\$ 107,959	\$ 119,924	\$ 199,082	\$ 204,366	\$ 208,432	\$ 213,005	\$ 213,060	\$ 217,929	\$ 219,029	1,100
7	CHILD	-	\$ -	\$ -	\$ -	\$ 103,204	\$ 117,262	\$ 134,473	\$ 156,525	\$ 197,049	\$ 217,332	\$ 237,948	\$ 255,813	17,865
8	SPOUSE	-	\$ -	\$ -	\$ -	\$ 101,782	\$ 107,444	\$ 120,567	\$ 126,860	\$ 133,190	\$ 150,915	\$ 156,258	\$ 165,767	9,509
9	EMPLOYEE	-	\$ -	\$ -	\$ -	\$ -	\$ 100,528	\$ 100,779	\$ 100,779	\$ 100,989	\$ 104,810	\$ 104,810	\$ 105,587	777
10	SPOUSE	-	\$ -	\$ -	\$ -	\$ -	\$ 144,178	\$ 197,464	\$ 218,161	\$ 263,987	\$ 303,523	\$ 359,792	\$ 383,223	23,431
11	SPOUSE	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 141,002	\$ 154,136	\$ 157,757	\$ 157,921	\$ 158,372	\$ 161,491	3,119
12	EMPLOYEE	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 102,943	\$ 118,764	\$ 132,201	\$ 136,294	\$ 155,878	\$ 192,219	36,341
13	EMPLOYEE	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 115,742	\$ 126,728	\$ 212,709	\$ 258,310	\$ 260,404	2,094
14	SPOUSE	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 113,858	\$ 128,949	\$ 133,081	\$ 133,081	\$ 136,042	2,961
15	EMPLOYEE	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124,909	\$ 173,710	\$ 173,710	\$ 222,406	\$ 246,902	24,497
16	EMPLOYEE	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 157,296	\$ 157,975	\$ 160,254	\$ 160,780	526
17	SPOUSE	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 129,971	\$ 137,268	\$ 143,913	\$ 162,343	18,430
18	SPOUSE	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 104,228	\$ 115,801	\$ 127,374	\$ 138,947	11,573
19	EMPLOYEE	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 115,066	\$ 119,177	\$ 124,768	5,591
20	EMPLOYEE	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 105,951	\$ 106,980	\$ 131,510	24,531
21	EMPLOYEE	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 107,150	\$ 107,859	709
22	SPOUSE	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 101,095	\$ 119,217	18,123
23	SPOUSE	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 107,546	107,546
24	SPOUSE	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 102,138	102,138
25	EMPLOYEE	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 119,659	119,659
26	CHILD	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 104,463	104,463
27	EMPLOYEE	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 121,392	121,392
Monthly Total		-	\$ 477,703	\$ 712,351	\$ 861,698	\$ 1,207,963	\$ 1,573,825	\$ 1,925,647	\$ 2,380,293	\$ 3,018,174	\$ 3,483,196	\$ 3,951,276	\$ 4,822,386	871,110
Estimated Stop Loss		-	\$ -	\$ -	\$ -	\$ -	\$ 6,779	\$ 13,991	\$ 21,977	\$ 56,403	\$ 98,325	\$ 151,375	\$ 278,944	

Paid Claims totals are shown cumulative from January, 2020. Note: This report contains Proprietary and Confidential Information.
Actual Stop Loss Reimbursements may slightly vary from estimated amounts shown.

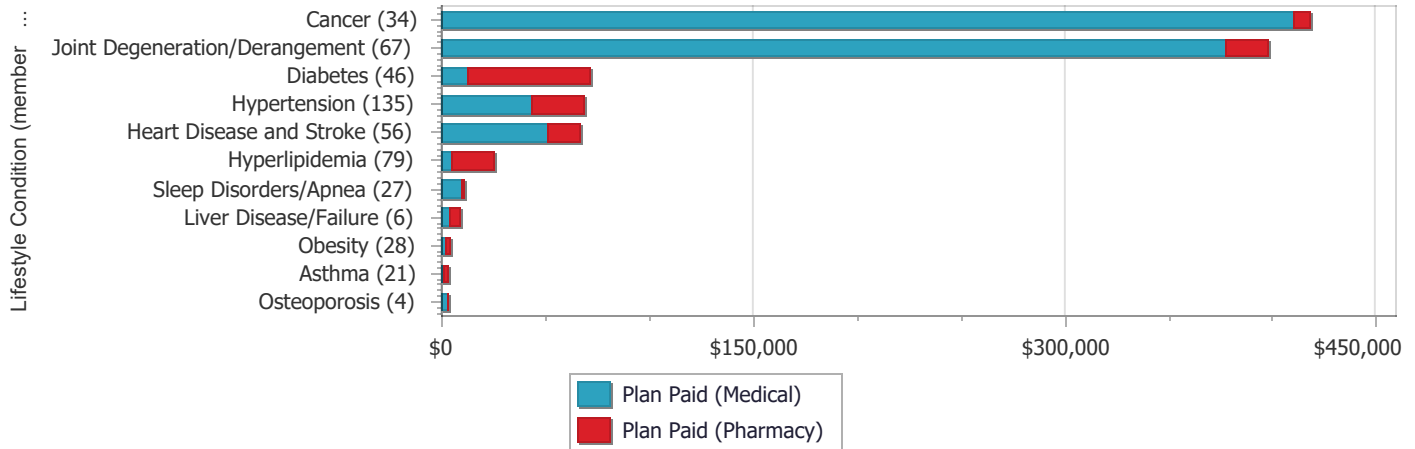
Top 20 Conditions: Benchmark Comparison



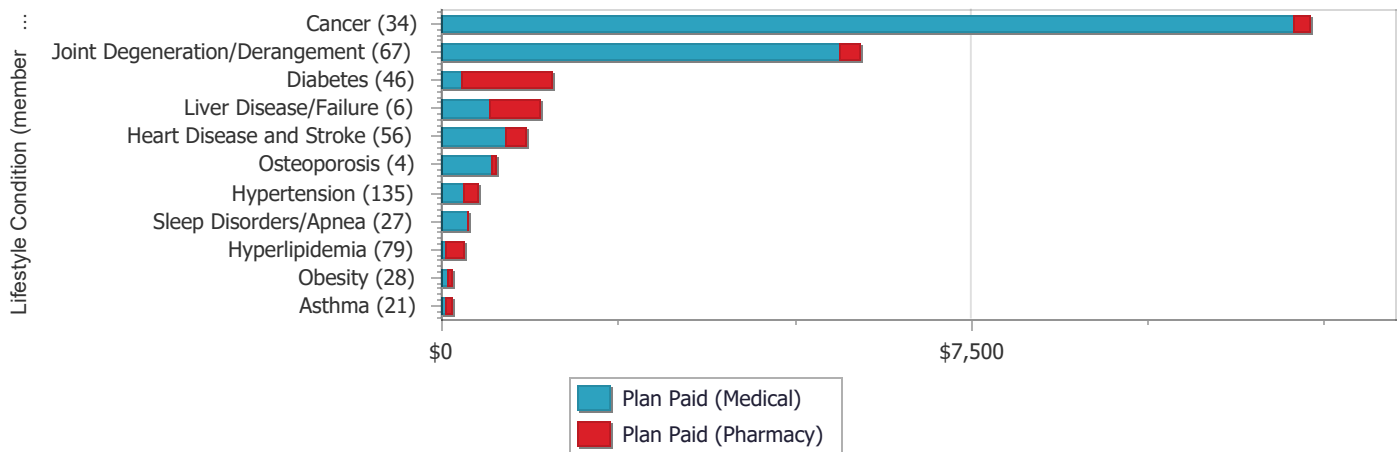
EPISODE	# CLAIMANTS	TOTAL PAID	BENCHMARK SCALE (1 = NORM)	\$ OVER OR UNDER (\$0 = NORM)
Malignant neoplasm of ear/nose/throat	2	\$124,155.24	1.46	\$39,322.18
Joint degeneration, localized - back	24	\$108,194.73	1.78	\$47,561.99
Hypertension	125	\$98,969.96	1.17	\$14,362.72
Diabetes	30	\$81,787.77	0.79	(\$22,144.53)
Ischemic heart disease	30	\$54,851.24	0.51	(\$52,529.86)
Other minor inflammatory diseases of veins	1	\$34,248.47	4.67	\$26,915.11
Hyperlipidemia, other	68	\$33,010.79	1.01	\$217.79
Chronic obstructive pulmonary disease	12	\$28,997.34	1.15	\$3,853.79
Atrial fibrillation & flutter	10	\$28,239.77	2.03	\$14,356.36
AIDS	1	\$24,737.57	1.12	\$2,720.83
Appendicitis	2	\$23,226.21	0.70	(\$9,740.69)
Congestive heart failure	10	\$23,122.82	0.89	(\$2,845.58)
		\$1,189,664.72	0.87	(\$271,810.00)

Paid: 10/1/2020 to 5/31/2021

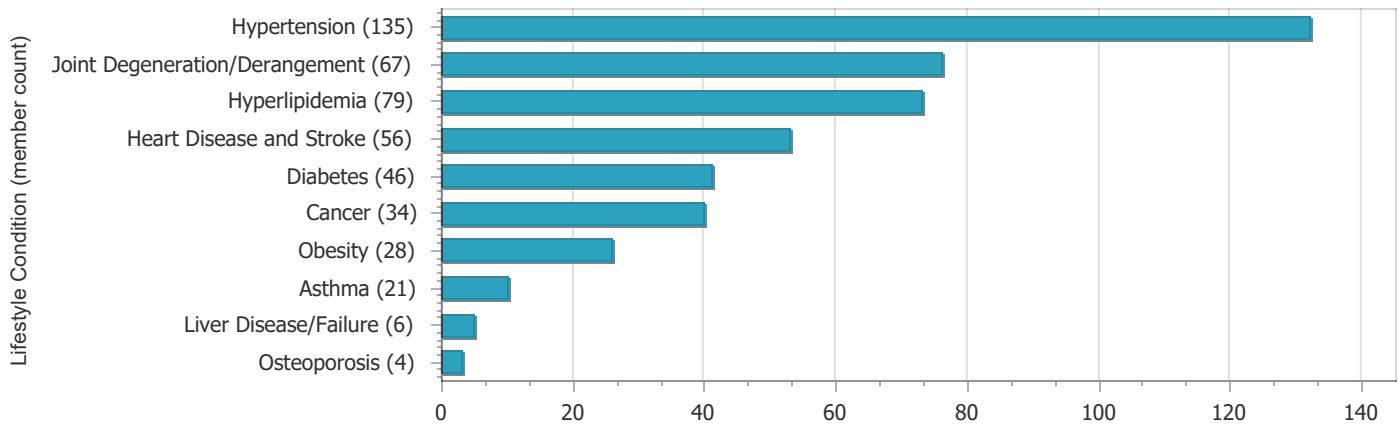
Lifestyle Conditions by Total Paid



Lifestyle Conditions by Average Plan Paid Per Member



Lifestyle Lifestyle Conditions by Prevalence*



*prevalence(n): the total number of episodes of care in a given population.

Paid: 10/1/2020 to 5/31/2021

High Cost Claimant

Cohort Selection
None

Plan Code
All

Group Code
All

Demographic Type
Relationship

Show Only Claimants
Over \$100,000

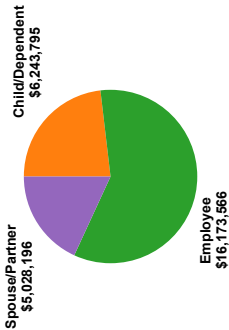
Filters:

SAMPLE CITY - 1,600 Employees

High Cost Member List - (Only Members Over \$100,000) (Red = No Longer Enrolled)

Total Cost by Relationship - (Only Members Over \$100,000)

Member	Gender	Relationship	Currently Enrolled?	Age	Plan Paid	Member Paid	Retrospective Risk	Prospective Risk	Actuarial Risk
Member 1	M	Employee	Yes	54	\$1,002,658	\$8,640	25	25	25
Member 2	M	Child/Dependent	Yes	0	\$900,015	\$2,586	25	25	25
Member 3	M	*	No	2	\$944,009	\$3,800	25	24	23
Member 4	F	Child/Dependent	No	16	\$935,639	\$7,574	20	20	20
Member 5	F	Child/Dependent	No	18	\$843,494	\$7,662	20	21	21
Member 6	F	Child/Dependent	No	0	\$813,102	\$2,500	25	24	24
Member 7	M	Spouse/Partner	Yes	59	\$666,604	\$5,542	25	25	25
Member 8	M	Employee	Yes	49	\$642,602	\$3,972	25	24	24
Member 9	M	Employee	Yes	58	\$563,855	\$11,451	25	24	24
Member 10	F	Employee	No	62	\$432,861	\$5,712	25	25	25
Member 11	F	Employee	Yes	60	\$423,614	\$3,251	23	23	22
Member 12	M	Child/Dependent	Yes	20	\$378,902	\$4,639	21	21	20
Member 13	M	Employee	Yes	43	\$376,599	\$10,987	25	25	25
Member 14	F	Employee	Yes	57	\$340,618	\$8,984	22	22	22
Member 15	M	Employee	Yes	69	\$323,166	\$3,844	19	21	21
Member 16	M	*	No	53	\$315,242	\$6,591	24	24	24
Member 17	M	Spouse/Partner	Yes	65	\$304,930	\$6,016	25	25	25



Conditions	Number of Members
Diabetes	3
Other minor perinatal disorder	1
Isch hrt dis	1
Hypertension	1
Lipidoses	1
Jt degen -back	1
Chronic renal failure	1
Pregnancy w delivery	1
Multiple myeloma	1
Pneumonia	1
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Medical Claims Experience
Report January 1, 20XX - Current

PLAN TOTAL COMBINED	Monthly Funding	In-Network	Out-of-Network	Capitation	Pharmacy	Total Claims	Cigna ASO Payment	Individual Stop Loss Premium	Aggregate Stop Loss Premium	Total Plan Cost	Surplus/ (Deficit)	Loss Ratio	EE	EE+1	EE+F	Total	Claims/EE/ Month
January-XX	\$ 389,889	\$ 353,092	\$ 426	\$ 13,736	\$ 22,352	\$ 389,607	\$ 22,641	\$ 68,602	\$ 3,903	\$ 484,753	\$ (94,864)	99.9%	126	78	136	340	\$ 1,145.90
February-XX	\$ 389,758	\$ 207,696	\$ (1,086)	\$ 14,590	\$ 40,825	\$ 262,025	\$ 22,575	\$ 68,400	\$ 3,892	\$ 356,892	\$ 32,866	67.2%	126	75	138	339	\$ 772.94
March-XX	\$ 390,456	\$ 322,718	\$ 1,460	\$ 14,535	\$ 57,956	\$ 396,669	\$ 22,641	\$ 68,602	\$ 3,903	\$ 491,814	\$ (101,358)	101.6%	127	75	138	340	\$ 1,166.67
April-XX	\$ 386,941	\$ 184,200	\$ 2,468	\$ 14,644	\$ 79,638	\$ 280,950	\$ 22,441	\$ 67,996	\$ 3,869	\$ 375,256	\$ 11,686	72.6%	126	74	137	337	\$ 833.68
May-XX	\$ 385,266	\$ 248,362	\$ 635	\$ 14,464	\$ 81,035	\$ 344,497	\$ 22,441	\$ 67,996	\$ 3,869	\$ 438,802	\$ (53,536)	89.4%	127	75	135	337	\$ 1,022.24
June-XX	\$ 390,629	\$ 294,583	\$ 1,378	\$ 14,742	\$ 84,306	\$ 395,010	\$ 22,705	\$ 68,804	\$ 3,915	\$ 490,434	\$ (99,805)	101.1%	126	80	135	341	\$ 1,158.39
July-XX	\$ 385,612	\$ 173,423	\$ 1,245	\$ 14,650	\$ 90,287	\$ 279,604	\$ 22,572	\$ 68,400	\$ 3,892	\$ 374,468	\$ 11,144	72.5%	127	81	131	339	\$ 824.79
August-XX	\$ 388,991	\$ 293,427	\$ 386	\$ 14,292	\$ 92,804	\$ 400,909	\$ 22,772	\$ 69,005	\$ 3,926	\$ 496,612	\$ (107,621)	103.1%	129	80	133	342	\$ 1,172.25
September-XX	\$ 386,752	\$ 176,929	\$ (230)	\$ 15,291	\$ 95,748	\$ 287,738	\$ 22,639	\$ 68,602	\$ 3,903	\$ 382,881	\$ 3,871	74.4%	128	80	132	340	\$ 846.29
October-XX	\$ 383,810	\$ 290,123	\$ 44	\$ 15,454	\$ 101,483	\$ 407,103	\$ 22,506	\$ 68,198	\$ 3,880	\$ 501,688	\$ (117,878)	106.1%	127	81	130	338	\$ 1,204.45
November-XX	\$ 388,284	\$ 398,281	\$ 695	\$ 19,605	\$ 81,620	\$ 500,202	\$ 22,840	\$ 69,207	\$ 3,938	\$ 596,186	\$ (207,902)	128.8%	130	82	131	343	\$ 1,458.31
December-XX	\$ 388,284	\$ 326,466	\$ 427	\$ 14,483	\$ 106,719	\$ 448,095	\$ 22,840	\$ 69,207	\$ 3,938	\$ 544,080	\$ (155,795)	115.4%	130	82	131	343	\$ 1,306.40
20XX Plan Year	\$ 4,654,674	\$ 3,269,300	\$ 7,847	\$ 180,487	\$ 934,775	\$ 4,392,409	\$ 271,612	\$ 823,020	\$ 46,827	\$ 5,533,867	\$ (879,193)	94.4%	1,529	943	1,607	4,079	\$ 1,076.83

* Actual claims only include claims up to the Stop Loss limit

Sample County
Claims Experience Report - Florida Blue
2018 - 2019 Plan Year

SAMPLE MINIMUM PREMIUM CLAIMS EXPERIENCE

Base BO Plan	Funding	Hospital	Physician	Other	Pharmacy	Total Paid Claims	ASO Fees	Stop Loss Fees	Total Plan Cost	Reserve Accumulation ⁽¹⁾	EE	EE+F	Total	Claims	PEPM
October-18	\$ 311,533	\$ 80,763	\$ 55,012	\$ 8,844	\$ 42,491	\$ 187,110	\$ 25,620	\$ 31,721	\$ 244,451	\$ 67,082	412	76	488	\$	383.42
November-18	\$ 313,742	\$ 56,448	\$ 59,599	\$ 6,362	\$ 44,471	\$ 166,880	\$ 25,778	\$ 31,956	\$ 224,613	\$ 89,129	414	77	491	\$	339.88
December-18	\$ 318,713	\$ 37,347	\$ 40,577	\$ 9,547	\$ 31,521	\$ 118,993	\$ 26,198	\$ 32,457	\$ 177,648	\$ 141,065	421	78	499	\$	238.46
January-19	\$ 318,161	\$ 23,946	\$ 23,108	\$ 6,992	\$ 50,678	\$ 104,725	\$ 26,198	\$ 32,384	\$ 163,306	\$ 154,855	422	77	499	\$	209.87
February-19	\$ 317,056	\$ 20,707	\$ 12,321	\$ 6,501	\$ 37,513	\$ 77,042	\$ 26,093	\$ 32,277	\$ 135,411	\$ 181,645	420	77	497	\$	155.01
March-19	\$ 314,294	\$ 26,065	\$ 12,924	\$ 9,019	\$ 34,506	\$ 82,514	\$ 25,830	\$ 32,009	\$ 140,353	\$ 173,941	415	77	492	\$	167.71
April-19	\$ 317,056	\$ 21,394	\$ 14,910	\$ 6,951	\$ 35,040	\$ 78,295	\$ 25,988	\$ 32,317	\$ 136,599	\$ 180,457	416	79	495	\$	158.17
May-19	\$ 319,818	\$ 49,349	\$ 19,849	\$ 8,573	\$ 53,250	\$ 131,021	\$ 26,145	\$ 32,625	\$ 189,791	\$ 130,027	417	81	498	\$	263.09
June-19	\$ 320,370	\$ 139,732	\$ 34,314	\$ 7,995	\$ 22,039	\$ 204,080	\$ 26,198	\$ 32,679	\$ 262,956	\$ 57,415	418	81	499	\$	408.98
July-19	\$ 317,609	\$ 76,403	\$ 41,630	\$ 13,137	\$ 41,740	\$ 172,910	\$ 25,988	\$ 32,391	\$ 231,289	\$ 86,320	415	80	495	\$	349.31
August-19	\$ 318,713	\$ 33,115	\$ 27,590	\$ 17,176	\$ 38,625	\$ 116,506	\$ 26,093	\$ 32,498	\$ 175,097	\$ 143,617	417	80	497	\$	234.42
September-19	\$ 321,475	\$ 113,681	\$ 40,507	\$ 13,976	\$ 29,798	\$ 197,962	\$ 26,355	\$ 32,765	\$ 257,083	\$ 64,392	422	80	502	\$	394.35
2018-2019	\$ 3,808,541	\$ 678,950	\$ 382,343	\$ 115,073	\$ 461,672	\$ 1,638,038	\$ 312,480	\$ 388,078	\$ 2,338,596	\$ 1,469,945	5,009	943	5,952	\$	275.21
Single	\$ 552.36						\$ 52.50	\$ 53.52							
Family	\$ 1,104.74						\$ 52.50	\$ 127.25							

Buy-Up BO Plan	Funding	Hospital	Physician	Other	Pharmacy	Total Paid Claims	ASO Fees	Stop Loss Fees	Total Plan Cost	Reserve Accumulation ⁽¹⁾	EE	EE+F	Total	Claims	PEPM
October-18	\$ 176,817	\$ 132,764	\$ 29,524	\$ 21,769	\$ 47,223	\$ 231,279	\$ 12,495	\$ 16,645	\$ 260,420	\$ (83,602)	185	53	238	\$	971.76
November-18	\$ 175,602	\$ 90,696	\$ 26,973	\$ 14,685	\$ 46,310	\$ 178,665	\$ 12,443	\$ 16,518	\$ 207,625	\$ (32,023)	185	52	237	\$	753.86
December-18	\$ 175,602	\$ 78,279	\$ 82,439	\$ 8,413	\$ 48,595	\$ 217,726	\$ 12,443	\$ 16,518	\$ 246,686	\$ (71,084)	185	52	237	\$	918.67
January-19	\$ 172,564	\$ 127,769	\$ 33,637	\$ 6,426	\$ 51,410	\$ 219,242	\$ 12,338	\$ 16,190	\$ 247,769	\$ (75,205)	186	49	235	\$	932.94
February-19	\$ 173,172	\$ 27,352	\$ 21,495	\$ 8,311	\$ 45,347	\$ 102,504	\$ 12,443	\$ 16,223	\$ 131,170	\$ 42,002	189	48	237	\$	432.51
March-19	\$ 174,387	\$ 124,865	\$ 26,370	\$ 4,955	\$ 34,054	\$ 190,245	\$ 12,495	\$ 16,351	\$ 219,090	\$ (44,703)	189	49	238	\$	799.35
April-19	\$ 177,425	\$ 156,462	\$ 25,251	\$ 3,768	\$ 45,920	\$ 231,401	\$ 12,705	\$ 16,638	\$ 260,744	\$ (83,319)	192	50	242	\$	956.20
May-19	\$ 179,856	\$ 55,741	\$ 29,622	\$ 7,399	\$ 49,419	\$ 142,181	\$ 12,810	\$ 16,893	\$ 171,884	\$ 7,972	192	52	244	\$	582.71
June-19	\$ 181,678	\$ 81,324	\$ 66,402	\$ 9,477	\$ 38,247	\$ 195,450	\$ 12,915	\$ 17,074	\$ 225,439	\$ (43,760)	193	53	246	\$	794.51
July-19	\$ 178,640	\$ 80,555	\$ 44,881	\$ 15,015	\$ 34,602	\$ 175,054	\$ 12,653	\$ 16,806	\$ 204,513	\$ (25,872)	188	53	241	\$	726.37
August-19	\$ 179,248	\$ 57,458	\$ 36,680	\$ 15,322	\$ 35,000	\$ 144,460	\$ 12,653	\$ 16,880	\$ 173,992	\$ 5,256	187	54	241	\$	599.42
September-19	\$ 178,033	\$ 57,699	\$ 18,870	\$ 8,477	\$ 32,425	\$ 117,471	\$ 12,548	\$ 16,773	\$ 146,791	\$ 31,242	185	54	239	\$	491.51
2018-2019	\$ 2,123,024	\$ 1,070,965	\$ 442,142	\$ 124,018	\$ 508,552	\$ 2,145,677	\$ 150,938	\$ 199,509	\$ 2,496,124	\$ (373,099)	2,256	619	2,875	\$	746.32
Single	\$ 607.62						\$ 52.50	\$ 53.52							
Family	\$ 1,215.24						\$ 52.50	\$ 127.25							

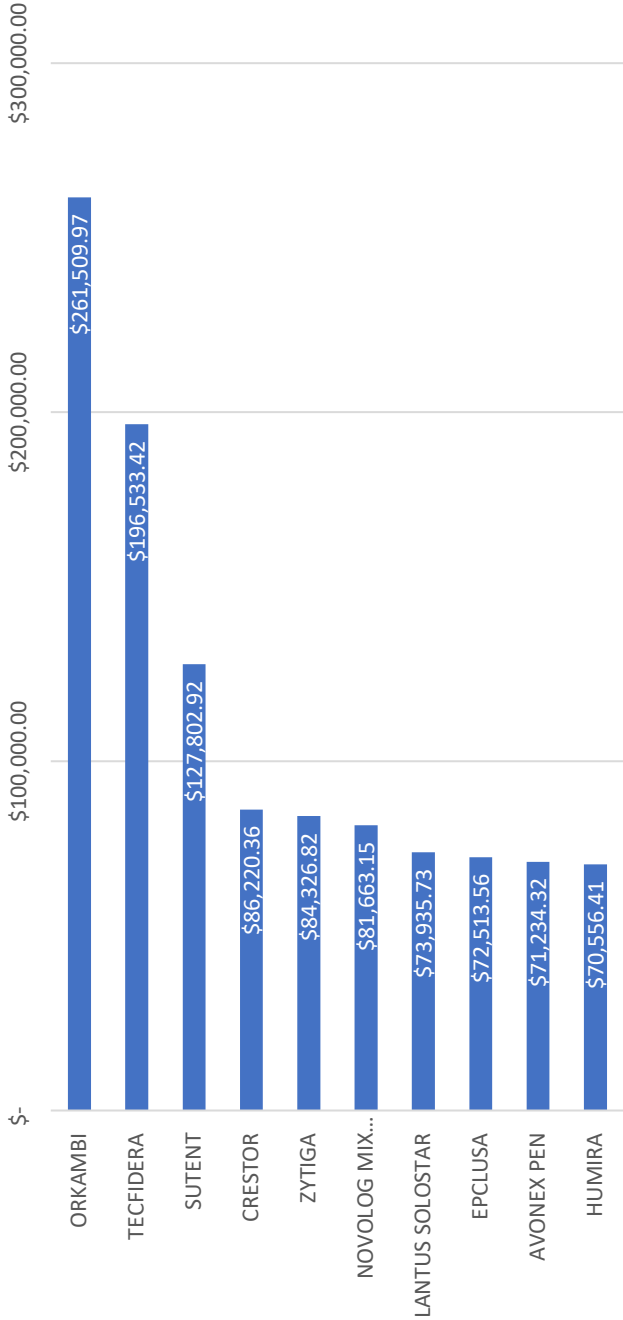
TOTAL	Funding	Hospital	Physician	Other	Pharmacy	Total Paid Claims	ASO Fees	Stop Loss Fees	Total Plan Cost	Reserve Accumulation ⁽¹⁾	EE	EE+F	Total	Claims	PEPM
October-18	\$ 488,350	\$ 213,527	\$ 84,536	\$ 30,613	\$ 89,714	\$ 418,389	\$ 38,115	\$ 48,367	\$ 504,871	\$ (16,521)	597	129	726	\$	576.29
November-18	\$ 489,344	\$ 147,144	\$ 86,572	\$ 21,047	\$ 90,781	\$ 345,544	\$ 38,220	\$ 48,474	\$ 432,238	\$ 57,106	599	129	728	\$	474.65
December-18	\$ 494,315	\$ 115,626	\$ 123,016	\$ 17,961	\$ 80,116	\$ 336,719	\$ 38,640	\$ 48,976	\$ 424,335	\$ 69,981	606	130	736	\$	457.50
January-19	\$ 490,725	\$ 151,716	\$ 56,745	\$ 13,418	\$ 102,088	\$ 323,967	\$ 38,535	\$ 48,574	\$ 411,075	\$ 79,650	608	126	734	\$	441.37
February-19	\$ 490,228	\$ 48,059	\$ 33,816	\$ 14,812	\$ 82,859	\$ 179,546	\$ 38,535	\$ 48,500	\$ 266,581	\$ 223,647	609	125	734	\$	244.61
March-19	\$ 488,681	\$ 150,930	\$ 39,294	\$ 13,975	\$ 68,560	\$ 272,759	\$ 38,325	\$ 48,360	\$ 359,443	\$ 129,238	604	126	730	\$	373.64
April-19	\$ 494,481	\$ 177,857	\$ 40,161	\$ 10,719	\$ 80,959	\$ 309,696	\$ 38,693	\$ 48,955	\$ 397,344	\$ 97,138	608	129	737	\$	420.21
May-19	\$ 499,674	\$ 105,090	\$ 49,471	\$ 15,972	\$ 102,669	\$ 273,202	\$ 38,955	\$ 49,518	\$ 361,675	\$ 137,999	609	133	742	\$	368.20
June-19	\$ 502,049	\$ 221,056	\$ 100,715	\$ 17,472	\$ 60,287	\$ 399,530	\$ 39,113	\$ 49,752	\$ 488,395	\$ 13,654	611	134	745	\$	536.28
July-19	\$ 496,249	\$ 156,958	\$ 86,511	\$ 28,152	\$ 76,343	\$ 347,965	\$ 38,640	\$ 49,197	\$ 435,801	\$ 60,448	603	133	736	\$	472.78
August-19	\$ 497,961	\$ 90,573	\$ 64,270	\$ 32,498	\$ 73,625	\$ 260,966	\$ 38,745	\$ 49,378	\$ 349,089	\$ 148,872	604	134	738	\$	353.61
September-19	\$ 499,508	\$ 171,380	\$ 59,377	\$ 22,453	\$ 62,223	\$ 315,433	\$ 38,903	\$ 49,538	\$ 403,874	\$ 95,634	607	134	741	\$	425.69
Estimated Stop Loss Reimbursement (Claims Exceeding \$200,000)															
2018-2019	\$ 5,931,565	\$ 1,749,915	\$ 824,485	\$ 239,091	\$ 970,224	\$ 3,783,715	\$ 463,418	\$ 587,587	\$ 4,834,720	\$ 1,132,494	7,265	1,562	8,827	\$	428.65

(1) Reserves for Rolling 12 Months excludes Stop Loss Reimbursement.

Top 10 Drugs - 20XX Calendar Year

Rank By Paid	Name	Plan Paid	Prior	Change	# Rx	# Members	Average Cost/Member	Condition
1	ORKAMBI	\$ 261,509.97	\$ 121,635.90	115%	13	1	\$ 261,509.97	Cystic Fibrosis
2	TECFIDERA	\$ 196,533.42	\$ 184,304.46	7%	33	3	\$ 65,511.14	Multiple Sclerosis
3	SUTENT	\$ 127,802.92	\$ 69,633.29	84%	9	1	\$ 127,802.92	Renal/Gastro/Pancreatic Cancer
4	CRESTOR	\$ 86,220.36	\$ 96,376.37	-11%	361	77	\$ 1,119.74	High Cholesterol
5	ZYTIGA	\$ 84,326.82	\$ 40,138.74	110%	10	1	\$ 84,326.82	Prostate Cancer
6	NOVOLOG MIX 70/30	\$ 81,663.15	\$ 77,917.86	5%	67	14	\$ 5,833.08	Diabetes
7	PREFILLED FLEXPEN	\$ 73,935.73	\$ 84,196.65	-12%	168	28	\$ 2,640.56	Diabetes
8	LANTUS SOLOSTAR	\$ 72,513.56	\$ -	0%	3	1	\$ 72,513.56	Hepatitis C
9	EPCLUSA	\$ 71,234.32	\$ 58,777.95	21%	13	1	\$ 71,234.32	Multiple Sclerosis
10	AVONEX PEN	\$ 70,556.41	\$ 69,473.90	2%	9	1	\$ 70,556.41	Rheumatoid Arthritis
10	HUMIRA	\$ 70,556.41	\$ 69,473.90	2%	9	1	\$ 70,556.41	Rheumatoid Arthritis
Top 10 Drugs		\$ 1,126,296.66	\$ 802,455.12					
All Other		\$ 3,327,155.03	\$ 3,351,428.42					
% of Total Rx Claims		25%	19%					
% of Total Claims		8%	5%					

Top 10 Drugs by Paid - 20XX



Pharmacy Cost - 20XX

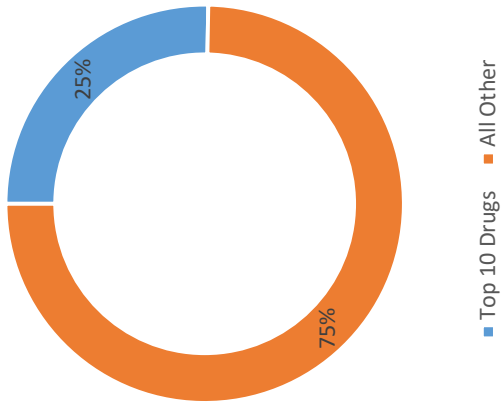


Exhibit D

Sample Client Seminar/Webinar

GAG CLAUSE PROHIBITION ATTESTATION GUIDE

for Employers

Presented by:

Kate Grangard, CPA, CGMA
Gehring Group/Risk Strategies
Ben Conley, Partner
Seyfarth Shaw

Date: October 24, 2023

Agenda

- Background – What is a “Gag Clause” and Why are They Prominent?
- Sea Change – Consolidated Appropriations Act
- Regulatory Guidance – Light on Details
- What Are We Seeing?
- Detailed Process Overview



2

Background – Why Are We Here?

- Historically, employers engage third-party administrators/carriers to:
 - adjudicate claims for benefits, and
 - establish a provider network
- Network contracts with providers treated with highest level of confidence
- No ability to access data on:
 - Provider-specific cost
 - Quality of care



3

Background – Why Are We Here?



Source: NASHPOrg



4

Background – Why Are We Here?

- Case Study: Sutter Health Network
 - Antitrust action brought against dominant Northern California provider network
 - Costs of anti-competitive contracts:
 - o 70% higher inpatient prices
 - o 15-55% higher outpatient prices
 - o 35% higher insurance premiums

Source: NASHPOrg



5

Background – Why Are We Here?

- Examples of gag clauses:
 - “Do NOT discuss proposed treatments with [health plan] members prior to receiving authorization. Do NOT discuss the [utilization oversight] process with members. Do NOT give out [plan’s oversight] phone number to members.”
 - “[Plan sponsor] understands and accepts that [TPA]’s provider allowances and negotiated prices are confidential trade secret information which will not be released.”



6

CAA Prohibits Gag Clauses

- *Effective Date:* 12/27/2020
- *Who is subject to rule?*
 - Prohibits “group health plans” and “health insurance issuers” from entering into an agreement with:
 - o health care provider
 - o network or association of providers
 - o third-party administrator
 - o other service providers offering access to provider network
- *What is prohibited?*
 - Entering into a contract that would directly or indirectly contain a “gag clause”



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CAA Prohibits Gag Clauses

• *Gag Clause Defined:*

- Restrictions on disclosure of provider-specific cost or quality of care information through consumer engagement tool (e.g., cost estimator), or to provider, plan sponsor, participants or eligible employees
- Restrictions on electronic access to de-identified claims/encounter data (e.g., financial info, provider info, service codes, or other data elements)
- Restrictions on sharing the above information with a business associate for a permitted purpose under HIPAA



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CAA Prohibits Gag Clauses

• *What's not covered?*

- Provider/network administrator may impose “reasonable restrictions” on public disclosure of info
- Not required to disclose full provider contract



9

Who is Responsible to File the Attestation

- **Plans** (plan sponsors) and **Issuers** (ex: carriers, TPA's) are responsible for filing
- **Fully Insured Plan** – If an issuer submits on their own behalf, and on behalf of the plan, it is considered (by the applicable depts) to have satisfied the attestation requirement for both
- **Self-funded and partially self-funded plans** – plan may enter into written agreement with service provider such as TPA or PBM to file on the plans behalf – however if the service provider FAILS to submit the plans attestation, the plan is in violation
- **Deadline for filing** – December 31, 2023 and by December 31 for each year thereafter.
 - Note: For the first period, you Reporting Entity is filing for the period December 27, 2020 – Date of Filing



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Who is Required to File the Attestation

- **Reporting Entity** is an **issuer or a plan**, (all kinds, no one exempted – includes ERISA, Church, & state and local government plans) that has entered into an agreement - generally through TPA, Pharmacy Benefit Managers (BPM), Independent Practice Assns (IPA) or Behavioral Health Managers (BHM) - with health care providers, networks, TPA, or others offering access to a network of providers.
- **Reporting Entity** is responsible for **attesting annually** (unless another party attests on your behalf such as TPA), that reporting entity **complies with prohibition on gag clauses**. **Note: The Reporting Entity is the PLAN not the EMPLOYER.**



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Regulatory Guidance

Entities Required to Attest (Reporting Entities)	Entities Not Required to Attest
• Issuers offering individual health insurance coverage, including: ◦ Student health insurance plans ◦ Grandfathered¹ and grandmothered² plans ◦ Policies sold on or off Exchanges ◦ Policies sold through an association • Issuers offering group health insurance coverage, including: ◦ Grandfathered and grandmothered plans ◦ Policies sold on or off Exchanges ◦ All other group health insurance plans • Group health plans, including the following to the extent they are considered group health plans: ◦ ERISA plans³ (or sponsors of ERISA) ◦ Non-Federal governmental plans,⁴ such as plans sponsored by state or local governments ◦ Church plans⁵ ◦ Grandfathered group health plans	• Account-based plans, such as health reimbursement arrangements (HRAs), including individual coverage HRAs⁶ • Issuers and group health plans that offer only excepted benefits⁷ coverage, including, but not limited to: ◦ Hospital indemnity or other fixed indemnity insurance ◦ Disease-specific insurance ◦ Dental, vision and long-term care ◦ Accident-only, disability and workers' compensation • Issuers that offer only short-term, limited-duration insurance • Medicare and Medicaid plans • State children's health insurance



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Regulatory Guidance

• *Unaddressed questions:*

- **Terminated Plans** (that existed after 12/27/2020)?
 - Per CMS: “As you likely know, the statute does not address the attesting obligation of a plan that terminated in 2023. As you also likely know, the Departments have not addressed this question in regulation or guidance either, but we will not take enforcement action against the plan sponsor of a terminated plan that does not submit an attestation of compliance.
- **Retiree Only Plans?**
 - No written guidance – however noted in CMS webinar **NOT REQUIRED**



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What Are We Seeing?

- **Question 1:**
 - Will TPA/Carrier attest on your behalf?
- **If no, Question 2:**
 - Will TPA provide assurances of no gag clauses?
- **If no, Question 3:**
 - Review contract (and sub-contracts) to confirm no gag clauses or amend contract with “override” language.



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Question 1: Will TPA/Carrier Attest on your Behalf?

- Initial hesitation among TPAs to assume reporting obligation
- Sample contract language:
 - **Gag Clause Attestation.** Claim Administrator will perform, on behalf of Employer, any annual required attestation verifying that the Claim Administrator's contract (and any subcontracts impacting the services thereunder) contains no “gag clauses” as defined under Section 201 of the Consolidated Appropriations Act, 2021, 42 U.S. Code § 300gg-119(a)(1)
- Some TPAs have now agreed (see slides that follow)*
 - *Even if your TPA is on this list, you should confirm the TPA will report (in writing)



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Carrier Updates – Who's Filing for Whom AETNA

Aetna will attest on behalf of all fully-insured group plans but self-insured plans must attest on their own. Compliance attestation to left, noting update to file for fully-insured. Look for individual email of attestation from Aetna.



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Carrier Updates – Who's Filing for Whom CIGNA

Cigna will attest on behalf of all fully insured, level funded, and graded fund group plans. The letter to the right is evidence of compliance for self-insured plans who must attest on their own.



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Carrier Updates – Who's Filing for Whom CIGNA

Self-Insured Client E-Mail Communication Excerpt

Level/Graded Funded Client E-Mail Communication Excerpt

Fully-Insured Client E-Mail Communication Excerpt

Florida Blue will attest on behalf of all group plans regardless of funding type or entity size.



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Carrier Updates – Who's Filing for Whom FLORIDA BLUE

Florida Blue will attest on behalf of all group plans regardless of funding type or entity size.



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Carrier Updates – Who's Filing for Whom HUMANA and UNITED HEALTH CARE

Humana will not attest on behalf of any group plans regardless of funding type or entity size. All plans must attest on their own. Letter of compliance on left.

United Health Care will attest on behalf of all fully-insured group plans but self-insured plans must attest on their own. See the UHC letter of compliance above.

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Carrier Updates – Who's Filing for Whom Carrier Summary: Snapshot as of Today

Plan Issuer Carrier/ASO	Who Attests when Plan is Fully-Insured	Who Attests when Plan is Self-Insured	It is strongly recommended that you keep the confirmation letter you received if a carrier/TPA/PBM has confirmed they will attest on the plan's behalf.
Aetna	Aetna	Plan Sponsor	
Cigna	Cigna	Cigna – Level and Graded Funded Plan Sponsor – Self-Insured	
Florida Blue	Florida Blue	Florida Blue	
FMIT	Verbal from the League that they will file for all plan sponsors		
Humana	Plan Sponsor	Plan Sponsor	
United Health Care	United Health Care	Plan Sponsor	

If your carrier is not listed above, please check your e-mail for Confirmation of Compliance from your medial and PBM carrier (if not integrated). Please reach out to your consultant for assistance as needed.

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Question 2: Will TPA Provide Assurances?

- Beware of representations that stop short of full assurance:
 - “Both parties will comply with applicable law”
 - “Not aware of any contracts” with prohibited language
 - Statements covering current-year only

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Question 3: Review Contract

- Remember that prohibition extends to provider contracts that you may not have access to.
- Instead, try “override” language:
 - “No Gag Clauses. TPA represents and warrants that nothing in the parties' Agreement (including any subcontracts or provider agreements thereunder) would constitute a “gag clause” as defined under Section 201 of the Consolidated Appropriations Act, 2021, 42 U.S. Code § 300gg–119(a)(1).”

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Gag Clause Prohibition Attestation Guide

Completing & Submitting the Attestation Webform

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Attestation Webform Resources

- Gag Clause Prohibition Compliance Attestation Home Page** (where you go to start your attestation): <https://hios.cms.gov/HIOS-GCPA-UI>
- Health & Human Services (HHS) Gag Clause Prohibition Compliance Attestation (GCPA) webpage:** <https://www.cms.gov/marketplace/about/oversight/other-insurance-protections/gag-clause-prohibition-compliance-attestation>
 - On this page are links for:
 - Frequently Asked Questions - <https://www.cms.gov/files/document/aca-part-57.pdf>
 - Instructions for submitting the GCPA - <https://www.cms.gov/files/document/gag-clause-prohibition-compliance-attestation-instructions.pdf>
 - User Manual for submitting the GCPA - https://www.cms.gov/files/document/hios-gcpa-usermanual-03_00_00_062823.pdf (note this includes step by step instructions with screen shots)
 - GCPA Reporting Entity Excel Template - <https://www.cms.gov/files/document/gcpa-reporting-entity-template-download-061423.xlsm>

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Attestation Terms to Know

- **Attesting Entity** – the reporting entity, such as the plan, issuer, or contracted reporting entity (ex: TPA) that attests on behalf of the reporting entity.
- **Attester** – individual with legal authority to sign the GPCPA on behalf of the plan
- **Submitter** – the individual who completes the required fields on the webform and prepares the excel spreadsheet (if needed) on the Attester's behalf, subject to Attester's review and signature
 - The submitter and attester can be the same individual.
 - Only use excel spreadsheet if submitting for more than one reporting entity (ex: FMIT or TPA would use this sheet)



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Info Needed to Complete the Attestation

- **Submitter** - first name, last name, position title, e-mail address, phone number and employer name
- **Attester** (if different indiv) - first name, last name, position title, e-mail address, phone number and employer name
- **Reporting Entity's Info** - 9 Digit EIN (use EIN for the group health plan. If none, use EIN for plan sponsor)
- **Type of Plan:**
 - ERISA (private and not-for profit)
 - Non-Federal governmental
 - Church

NOTE: AN EMPLOYER PLAN, EVEN IF SELF-INSURED IS NOT AN ISSUER FOR PURPOSES OF THIS ATTESTATION.



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Info Needed to Complete the Attestation

- **Point of Contact info** – person who can respond to questions from the Departments - first name, last name, e-mail address, phone number
- **The types of provider agreements** you will be attesting for (all that apply):
 - Medical
 - Pharmacy Benefit Manager
 - Behavioral Health (when not part of the medical – when a separate not excepted benefit plan)

Note: For non-integrated PBM's – be sure you have verification from each provider that they have complied with the Gag Clause.



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Filing the Attestation - Resources



Attestation Step by Step Guide Book – User Manual
https://www.cms.gov/files/document/hios-gcpca-usermanual-03_00_00_062823.pdf

Prep Step 1: Collect Info Needed to Complete Attestation for your Plan - see Prior Slides

Prep Step 2: Have this Guidebook Handy in the event of Questions

Note: You are a reporting entity, reporting as a group health plan.

Filing Step 1: BEGIN: <https://hios.cms.gov/HIOS-GPCPA-UI>



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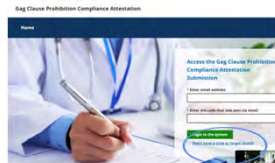
Filing the Attestation – Registering

BEGIN: <https://hios.cms.gov/HIOS-GPCPA-UI>

- Step 1: Receive login credentials**
- Click **Don't have a code or forgot yours?** to receive a Unique Code to Login
 - Enter your email address and press **Get my unique code**



Code will be emailed to you within 10 minutes from submissions@cms.hhs.gov

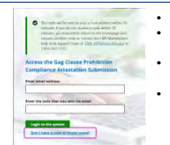


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Filing the Attestation - Registering

BEGIN: <https://hios.cms.gov/HIOS-GPCPA-UI>

- Step 1: Receive login credentials - continued**
- While waiting for unique code - this screen will appear. (note this can also be used to access a 1st time or forgotten code)



- Code is good for 14 days
- Check Spam if not received in 10 min
- Do not request another code until after 10 min
- Code can not be transferred to others – unique to you

Your unique code will be received from HIOS in an Email like this from cms.hhs.gov

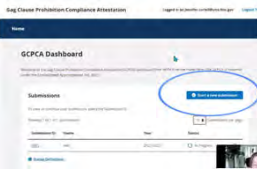


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Filing the Attestation – Starting!

BEGIN: <https://hiios.cms.gov/hiios-GPCPA-UI>

Step 2: Return to Home page and login with email address and unique code



Step 3: You should now be at your Dashboard. As this is first time filing - it should show no prior submissions. (Note the elements of this Dashboard including submission status and trash can (to right of status)) Click **Start a New Submission**



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Filing the Attestation Identifying Submitter & Entity

Step 4: Scroll down on the GPCPA Dashboard and Start the Attestation process by Clicking **Submit Gag Clause Prohibition Attestation**

Step 5: Complete **Enter the Submitter's Contact info**. Scroll down - Where it asks "By what type of entity are you employed" select **GHP (Group Health Plan)** Click **Save and Continue**.



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Filing the Attestation – Identifying Attestor

Figure 7 - Step 2 - Enter the Attestor's Contact Information

Step 6: Complete **Enter the Attestor's Contact info**.

If Submitter and Attestor are the **same** individual - click the box and press **Save and Continue**

OR

If the Attestor is a **different** individual - **do NOT check the box**; complete the requested information press **Save and Continue**



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Filing the Attestation – Reporting Entity Details

Step 7: Complete the Reporting Entity (Plan) Details

A. Complete applicable type of plan:

- Non-federal government Plan (state and local govt entities, special taxing districts, constitutional officers, etc.)
- ERISA Plan - For profit & not for profit - ERISA PLANS ONLY - ENTER THE PLAN NUMBER (last efforts - FOUND ON FORM 5500) - If unknown - enter 000*
- Church Plan

*Do NOT choose health insurance issuer

B. Select "NO" for Are you attesting for all provider agreements?

C. Select the provider agreements for which you are attesting. All benefits you have on your plan - Generally medical and pharmacy.

D. press **Save and Continue**



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Filing the Attestation – Single vs Multiple Plans

Figure 11 - Enter Reporting Entity Details - Multiple Plans

Step : 8 Complete Reporting Entity Details

Respond **NO** that you are not submitting on behalf of more than one plan or issuer (multiple plan types under one issuer are generally a single submission)

* Note: Only Multiple entity submissions require the upload of the excel spreadsheet. This is not multiple entities on a plan, but rather multiple different plan sponsors (ex: TPA's, PBM's, and insurance carriers)*

select **Save and Continue**



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Filing the Attestation – Attester Hand Off

Let's confirm the Attester's email address.

Step: 9 - (If applicable) - Confirm the Attester's email address

*Only appears when the Attester is **DIFFERENT** than the Submitter*

Verify address is entered correct
Press **Send email**
Attester receives a unique code (within 10 minutes) to login, attest, and complete the filing.

* Note: When Submitter and Attester are the same individual, Step 9 will be skipped entirely, and Submitter will be taken directly from Step 8 to Step 10 *



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Filing the Attestation – Review Submission

Step: 10 – Review Submission & Attest

- Review all information entered is correct
- Update as needed by pressing the Edit link to right of applicable section
- Click **Save** and **Continue** once confirmed info is correct



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Filing the Attestation – Attesting for the Entity

Step: 11 – Verify entity type and attest

- Select box that reads "I am attesting on behalf of a group health plan, including non-federal governmental plans, and health insurance issuers offering group health insurance coverage".
- Attest your submission by clicking attestation box (authority to bind) and typing signature (enter name exactly the same as the first and last name you registered)
- Click **SUBMIT** (Green Button)



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Filing the Attestation – Attesting for the Entity

Step: 12 – Download Receipt

1. Press **Download Receipt** button and save proof of filing for your records.
 - You will receive a PDF
 - If can't download pdf – take screenshot
2. Press **Return to Dashboard**
3. Confirm that the submission shows **COMPLETE**



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Filing the Attestation – Tips & Tricks

• Tips & Tricks

- You can hit **Save** and **Exit** throughout filling out the Web Form and your form will show "In Progress" on your Dashboard. You can delete or edit prior to submission
- It is imperative that signatures and emails be entered consistently for both the submitter and attester as applicable.
- If you open a submission from the dashboard – must resubmit, **Save** and **continue** won't do anything (will show pending)
- Reporting generally covers period of prior attestation to next attestation date: but **need a report by 12/31 of each year**.
- Initial reporting period is 3 years. If the submission is only for part of this period, note in the "Other" space – slide 35



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Filing the Attestation – Tips & Tricks

• Tips & Tricks

- Retiree only plans – no attestation requirement (per webinar moderator)
- May see future regulations excepting HRA's from this attestation requirement – no concern – They are in non-enforcement pending this future clarifying regulations.
- Help Desk: 1-855-267-1515
- Help email: CMS_FEPS@cms.hhs.gov – enter GCPA in Subject line (Email is recommended over phone)
- Answers to Questions not answered today will be send out to attendees and loaded on portal.



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Filing the Gag Clause Attestation



Questions?

Kate.granard@gehringgroup.com
Kate.granard@mybentek.com
 Direct Phone: (561) 629-2001



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Exhibit E

Sample Employee Benefit Newsletters



Summary:

The Affordable Care Act (ACA) created reporting requirements under Internal Revenue Code (Code) Sections 6055 and 6056. Under these rules, certain employers must provide information to the IRS about the health plan coverage they offer (or do not offer) to their employees. This information is provided by Applicable Large Employers (ALE) to their employees annually on Form 1095-C. Additionally, issuers including self-insured employers, provide plan participants a report of coverage on Form 1095-B or Form 1095-C, as applicable. These Forms are filed with the federal government, with a copy to the individual taxpayer each year, for the prior calendar year.

Electronic Reporting Requirement

Since inception, any reporting entity required to file at least 250 individual Form 1095 statements has been required to file electronically to avoid penalty. However, on Feb. 23, 2023, the IRS released a [*final rule*](#) implementing a law (Taxpayer First Act of 2019), which **lowers the 250-return threshold for mandatory electronic reporting to 10 individual information returns**. To calculate if employers must file electronically, employers must aggregate all their informational returns to be filed, including not only Forms 1094 and 1095, but also Forms W-2, and 1099's for example; and file electronically if the total of all information returns is more than 10. Due to the lowered threshold, only the smallest employers will be permitted to file using paper returns. This new requirement starts with the filing of the 2023 informational returns which will be filed in 2024. Accordingly, many employers who were able to file paper Form 1094/1095 returns in prior years, will now be required to complete their ACA reporting electronically starting in 2024.

Affected employers have two new considerations going forward regarding the filing of 1095 forms due to this new requirement:

Important Dates:

- Furnish Form 1095-C to your employees by **March 04, 2024**.
- File Forms 1094-C and 1095-C with the IRS by **February 28th, 2024** if filed by *paper*.
- File Forms 1094-C and 1095-C with the IRS by **April 1st, 2024** if filed *electronically*.

- This may affect the filing deadline for remitting the plans annual 1095 Forms. Please take note of this new requirement and respective deadlines and update your reminder calendars accordingly
- An electronic filing method/vendor should be selected in advance of the 2023 year-end to facilitate the required electronic filing requirement in early 2024.

Issuers, employers and other reporting entities generally use a third-party vendor to file electronically with the IRS on their behalf. As a result, these entities will not directly use the federally established reporting resource, the [AIR Program](#), themselves. However, if you have filed your ACA forms (1094/1095) on paper in the past and would like information regarding a reliable third-party vendor to perform your 2024 filing (for calendar year 2023) electronically, please contact Cindy Thompson at cindy.thompson@gehringgroup.com for partner and discounted pricing information. Please note that your current payroll vendor or ERP System may also provide this service, some of whom may require you to register with the AIR System. Please be sure to ask this question when vetting your vendor.

Waiver From Electronic Filing Requirement

A hardship waiver may be requested from the electronic filing requirement by submitting Form 8508, Application for Waiver from Electronic Filing of Information Returns, to the IRS. Reporting entities are encouraged to submit Form 8508 **at least 45 days before the due date of the returns, but no later than the due date of the returns**. The IRS does not process waiver requests until Jan. 1 of the calendar year the returns are due. Without an approved waiver, a reporting entity that is required to file electronically but fails to do so may be subject to a penalty of up to **\$290** per return (as adjusted annually) unless it can establish reasonable cause.



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Our mailing address is:

Gehring Group
3500 Kyoto Gardens Drive
Palm Beach Gardens, FL 33410



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On May 16, 2023, the IRS released [Revenue Procedure 2023-23](#) to provide the inflation-adjusted limits for health savings accounts (HSAs) and high deductible health plans (HDHPs) for 2024. The IRS is required to publish these limits by June 1 of each year.

These limits include:

- The maximum HSA contribution limit;
- The minimum deductible amount for HDHPs; and
- The maximum out-of-pocket expense limit for HDHPs.

These limits vary based on whether an individual has self-only or family coverage under an HDHP.

Eligible individuals with self-only HDHP coverage will be able to contribute **\$4,150** to their HSAs for 2024, up from \$3,850 for 2023. Eligible individuals with family HDHP coverage will be able to contribute **\$8,300** to their HSAs for 2024, up from \$7,750 for 2023. Individuals age 55 or older may make an additional \$1,000 “catch-up” contribution to their HSAs.

The minimum deductible amount for HDHPs increases to **\$1,600** for self-only coverage and **\$3,200** for family coverage for 2024 (up from \$1,500 for self-only coverage and \$3,000 for family coverage for 2023). The HDHP maximum out-of-pocket expense limit increases to **\$8,050** for self-only coverage and **\$16,100** for family coverage for 2024 (up from \$7,500 for self-only coverage and \$15,000 for family coverage for 2023).

Action Steps

Employers that sponsor HDHPs should review their plan’s cost-sharing limits (minimum deductibles and maximum out-of-pocket expense limit) when preparing for the plan year beginning in 2024. Also, employers that allow employees to make pre-tax HSA contributions should update their plan communications for the increased contribution limits.

January 1, 2024

The new contribution limits for HSAs become effective.

2024 Plan Years

The HDHP cost-sharing limits for 2024 apply for plan years beginning on or after Jan. 1, 2024.

HSA/HDHP Limits

The following chart shows the HSA and HDHP limits for 2024 as compared to 2023. It also includes the catch-up contribution limit that applies to HSA-eligible individuals who are age 55 or older, which is not adjusted for inflation and stays the same from year to year.

Type of Limit		2024	2023	Change
HSA Contribution Limit	Self-only	\$4,150	\$3,850	Up \$300
	Family	\$8,300	\$7,750	Up \$550
HSA Catch-up Contributions <i>(not subject to adjustment for inflation)</i>	Age 55 or older	\$1,000	\$1,000	No change
HDHP Minimum Deductible	Self-only	\$1,600	\$1,500	Up \$100
	Family	\$3,200	\$3,000	Up \$200
HDHP Maximum Out-of-pocket Expense Limit <i>(deductibles, copayments and other amounts, but not premiums)</i>	Self-only	\$8,050	\$7,500	Up \$550
	Family	\$16,100	\$15,000	Up \$1,100

Gehring Group, a Division of Risk Strategies | 3500 Kyoto Gardens Dr. | Palm Beach Gardens, FL 33410 | 800.244.3696 | gehringgroup.com





The IRS released the final 2022 forms for reporting under Internal Revenue Code (Code) Sections 6055 and 6056.

- **2022 Forms [1094-B](#) and [1095-B](#)** are the forms that will be used by providers of minimum essential coverage (MEC), including self-insured plan sponsors that are not applicable large employers (ALEs), to report under Section 6055.
- **2022 Forms [1094-C](#) and [1095-C](#)** are the forms that will be used by ALEs to report under Section 6056, as well as for combined Section 6055 and 6056 reporting by ALEs who sponsor self-insured plans.

The IRS revised Form 1095-B to remove references to the individual mandate penalty in the “Instructions for Recipients” section. No other substantive changes were made to the final forms for 2022 reporting. Final instructions have not been released yet. However, draft instructions (for [Forms 1094-B and 1095-B](#), as well as for [Forms 1094-C and 1095-C](#)) are available, which include updated penalty maximums for 2022.

Furnishing Deadline Extension

A [proposed rule](#) issued in late 2021 extended the annual furnishing deadlines under Sections 6055 and 6056 for an additional 30 days. Reporting entities may rely on this proposed rule even though it has not been finalized. Due to this extension, **individual statements for 2022 must be furnished by March 2, 2023**. Reporting entities are encouraged to furnish statements to individuals as soon as they are able.

Important Dates

Feb. 28, 2023 – Paper IRS returns for 2022 must be filed by this date.

March 2, 2023 – Individual statements for 2022 must be furnished by this date.

March 31, 2023 – Electronic IRS returns for 2022 must be filed by this date.

No major substantive changes were made to the forms for 2022 reporting.



PCORI Fees Due August 1, 2022

The Internal Revenue Service (IRS) has issued [Notice 2022-04](#) to increase the Patient-Centered Outcomes Research Institute (PCORI) fee amount for plan years ending on or after Oct. 1, 2021, and before Oct. 1, 2022. The updated PCORI fee amount is **\$2.79** multiplied by the average number of lives covered under the plan. The [IRS chart](#) of filing due dates and applicable rates for the upcoming filing deadline is as follows:

Policy or Plan Ending Date in month of:	File return no later than:	Applicable rate:
January 2021	July 31, 2022	\$2.66
February 2021	July 31, 2022	\$2.66
March 2021	July 31, 2022	\$2.66
April 2021	July 31, 2022	\$2.66
May 2021	July 31, 2022	\$2.66
June 2021	July 31, 2022	\$2.66
July 2021	July 31, 2022	\$2.66
August 2021	July 31, 2022	\$2.66
September 2021	July 31, 2022	\$2.66
October 2021	July 31, 2022	\$2.79
November 2021	July 31, 2022	\$2.79
December 2021	July 31, 2022	\$2.79

PCORI Fees Background

The PCORI fee was created by the Affordable Care Act (ACA) and first applied for plan years or policy years ending after Sept. 30, 2012. The fee is imposed on health insurance issuers and self-insured plan sponsors to fund comparative effectiveness research.

These fees were originally scheduled to expire for plan or policy years ending on or after Oct. 1, 2019. However, a federal [spending bill](#) enacted at the end of 2019 extended the PCORI fees for an additional 10 years. As a result, the PCORI fee will apply through the plan or policy year ending before Oct. 1, 2029.

Payment Deadline

PCORI fees are reported and paid annually on IRS [Form 720](#) (Quarterly Federal Excise Tax Return). These fees are due each year by July 31 of the year following the last day of the plan year. For plans ending in 2021, the next PCORI fee payment will be due **Aug. 1, 2022**, since July 31, 2022, is a Sunday. Covered employers should have reported and paid PCORI fees for 2020 by Aug. 2, 2021 (since July 31, 2021, was a Saturday).

Calculating the PCORI Fee

The PCORI fees are calculated based on the average number of covered lives under the plan or policy. This generally includes employees and their enrolled spouses and dependents, unless the plan is an HRA or FSA. [Final rules](#) outline a number of alternatives for issuers and plan sponsors to determine the average number of covered lives.

Highlights

Covered Plans

The PCORI fees generally apply to insurance policies providing accident and health coverage and self-insured group health plans including HRAs.

IRS Form 720

Issuers and plan sponsors must report and pay the PCORI fees annually on IRS Form 720 (Quarterly Federal Excise Tax Return).

Issuers or plan sponsors that file Form 720 only to report the PCORI fee do not need to file Form 720 for the first, third or fourth quarter of the year.

Payment Deadline

PCORI fees are due for plan or policy years ending in 2021 on **Aug. 1, 2022**.

Exhibit F

Bentek® Online Enrollment & Administration System



The LEADER in Public Sector Benefits Technology

Simplify your Journey with Bentek

How Bentek Helps Navigate Public Sector & Sophisticated Human Resources

- ✓ **INSPIRED BY YOU**
We rely on client feedback and insight to help us define product features and prioritize our roadmap.
- ✓ **CUSTOMIZATION**
Bentek's customization capabilities are limitless, with more than 4,500 business rules.
- ✓ **UNLIMITED CONSULTATIVE SUPPORT**
Bentek's dedicated Client Success teams provide year-round training and benefit administration best practices, offering strategies for transitioning HR/Payroll systems and more.
- ✓ **PERSONALIZED ENROLLMENT**
We believe that open enrollment should be easy and unique to each employee. Whether making changes or completing a passive enrollment, employees can submit enrollment sessions with just a few clicks.
- ✓ **DEPENDENT VERIFICATION AND TRACKING**
Built in tools to manage and track supporting docs for eligible dependents all year long. No more outsourcing!
- ✓ **YEAR-ROUND TECHNICAL SUPPORT**
Employees and administrators can reach out to or Bentexpert Support Services team ANYTIME by phone, email or chat for assistance no additional cost.
- ✓ **EMPLOYEE ENGAGEMENT**
With the help of our schedulers, administrators can automate the generation and transmission of EDI, exports, imports, and reports!



adminsights™

Dashboards with real-time data, statistics and user activity.

bencheK™

Automated auditing tools scrub for data and deduction discrepancies.

retiresweet™

Centralized retiree administration with invoicing and payment tracking.

sales@mybentek.com | **Email**
877.523.6835 | **Phone**
mybentek.com | **Website**



Want to Learn More?
Contact Us!



Real-Time Data At Your Fingertips



Easy Access to Detailed
Reporting with One Click!



Monitor Usage and
Track System Activity



Customize with Over 20
Widgets to Choose From

A Dashboard Customized by You, for You

Design the look and feel of your dashboard to access and consume the information you need quickly and consistently. Add the widgets that are most important and arrange them in a way that works for you.

Employee Engagement Measured Simply

Access data easily to track and measure employee engagement in the Bentek system. Monitor the activities performed by employees and your Admin team to ensure tasks are completed timely!

Graphs & Charts for Easy Consumption

Adminsights automatically displays data in graphs to make consuming information quick and efficient. These visual charts can be adjusted and modified with simple filter options so you can dig deeper when necessary.

Quick Access to Download and Export

Each widget on your dashboard features a download option, providing you access to complete report details in just one click!

Monitor Scheduled Tasks with Ease

Managing benefits requires numerous daily, weekly, and monthly tasks. Your dashboard widgets will keep you informed of all the scheduled tasks and automated processes in Bentek. These widgets will help you stay organized with a list of all recurring tasks, so you are always in the know!

What's Trending

Where the standard Admin dashboard allows you to manage enrollments and day-to-day tasks, the Adminsights dashboard provides detailed trends over time. Using this data, you can monitor how your system is being used by employees and administrators and identify any process gaps or the need for additional education and training!

Want to Learn More?
Contact Us!



Email | sales@mybentek.com

Phone | 877.523.6835

Website | mybentek.com



**Creating the Perfect Fit with
Integration and Automation**

Clean Data = Complete Confidence



Save Time & Money



Reduce Eligibility &
Premium Discrepancies



Focus on what Matters Most,
Your Employees

HRIS Integration

Automate demographic and personnel changes with seamless integration! This Benchek tool eliminates data entry, expedites processing time, and most important, keeps your eligibility clean year-round!

Payroll Integration

Gone are the days of entering benefit changes after open enrollment! Our team of experts will lead the way to streamline the processing of benefit deductions gaining efficiency and ensuring accuracy after open enrollment and year-round!

Benefit Enrollment & Premium Reconciliation

With the Benchek payroll audit, you can review and reconcile discrepancies with ease! Benchek does all the heavy lifting and identifies any discrepancies between Bentek and Payroll every pay period creating cleaner payroll runs and carrier bills!

Automated Eligibility Files

'Set it and forget it' – that's our motto for eligibility files. Once your files are scheduled, Bentek will do the rest! For even more peace of mind, administrators receive email/text notifications when all files are generated and transmitted.

Historical Data & Audit Trails

Automation shouldn't eliminate transparency! Every automated process offered through Benchek has an audit trail. Administrators can view report history of the changes processed including demographics, personnel data, and any discrepancies identified in every payroll audit completed. You will always have access to your organizations historical data and can easily export this data to share with other members of your team.

White-Glove Service

Leverage the expertise and award-winning service of the Bentek Client Success Team! Our goal is to ensure every client has an amazing experience. Your dedicated team will lead the charge to set-up the suite of Benchek tools that will ensure your data is accurate year-round!

Want to Learn More?
Contact Us!



Email | sales@mybentek.com

Phone | 877.523.6835

Website | mybentek.com



A Streamlined Approach to **Retiree Benefits Administration**



A Simplified Experience for Easier Retiree Enrollment



Easy Enrollment
Experience!



Access to Benefit Information
Anywhere, Anytime



Effortless Communication to
Stay in the Know

ONE SYSTEM TO MANAGE RETIREES

Retiresweet offers a singular, comprehensive system to manage your retirees. The days of tracking invoices in one system and cross-referencing eligibility in another are over!

AUTOMATED FEATURES TO SAVE TIME AND ENERGY

Automated Payments and Invoicing

Innovative solutions to eliminate manual invoicing and payment tracking using automation

Automated Communications

Keep everyone in the know by composing, scheduling, and delivering communications right from the Retiresweet module

Automated Reporting

Monitor eligibility with real-time dashboards and comprehensive scheduled reporting

CONFIGURABLE FOR MULTIPLE RETIREE GROUPS

Need to manage different groups of retirees with different needs? No problem! Retiresweet enables administrators to configure multiple cohorts of users that can be tracked and managed in one location.

TRACK PREMIUM SUBSIDIES WITH EASE

Create and configure premium subsidies to better manage your organization's eligibility requirements and premium details. Build-in tools to track Years of Service and Pension plans will help save you time and energy managing your retirees

TRACK AND MANAGE ELIGIBILITY AND ENROLLMENT

The Retiresweet dashboards make tracking and managing retiree enrollment and eligibility a breeze, including grandfathered retirees!

Want to Learn More?
Contact Us!



Email | sales@mybentek.com

Phone | 877.523.6835

Website | mybentek.com

Exhibit G

Client Letters of Recommendation



SARASOTA COUNTY SHERIFF'S OFFICE

FAIRNESS - INTEGRITY - RESPECT - SERVICE



SHERIFF KURT A. HOFFMAN

COLONEL BRIAN WOODRING, CHIEF DEPUTY

June 20, 2022

Mr. Kurt Gehring
Gehring Group
3500 Kyoto Gardens Drive
Palm Beach Gardens, FL 33410

Dear Mr. Gehring:

We have partnered with the Gehring Group for over twelve years and would like you to know the services you and your staff have provided, specifically over the last three years have been invaluable. The decision we made three years ago to manage our own program was not made lightly. We were faced with multiple decisions outside of our comfort zone and the expertise and guidance we received from the Gehring Group equipped us for such an undertaking.

On several occasions, your team have dropped everything and come to our offices, answered calls and emails and helped us navigate the tasks at hand. Your staff was able to ask the right questions, examine complex data, and provide us with clear and concise information that vitally impacted our organization and employees. I am confident that we would not have been as successful procuring and creating our own program if we had not engaged your firm. This could not have been accomplished without the consult we received from your dedicated and knowledgeable staff.

If you have any current projects that you wish to list the Sarasota County Sheriff's Office as a reference, you have my express permission to do so. Please accept this letter with my appreciation for what you and your staff did for us. We look forward to continued collaboration with you for the betterment of our employees and agency.

Respectfully,

Kurt A. Hoffman, Sheriff
Sarasota County, Florida





August 30, 2023

Kurt Gehring
The Gehring Group
3500 Kyoto Gardens Drive
Palm Beach Gardens, FL 33410

Dear Kurt,

I am pleased to provide a recommendation letter for the Gehring Group for all you have done and continue to do in support of our self-funded Employee Health Benefits and our Property and Casualty Plans. The County has enjoyed the long-standing relationship and outstanding support of our Employee Health Plan and our two Employee Health Clinics. Charlotte County regards your company as an extension of our staff and our success is a direct reflection of you and your entire team.

As part of Charlotte County's employee benefits program your team has helped us to control costs, perform RFP design, evaluation, and implementation, coordinated insurance committee meetings, provided us with the knowledge and expertise to open two employee health clinics. The first clinic opened in 2009 has provided us with excellent care for our plan members and proven to be an integral part of our cost savings strategy.

The Property and Casualty Self Insured program partnership first was solidified by the guidance provided navigating through the Hurricane Charley response, recovery and again with Hurricane Ian, and worked directly with our carriers to maximize their financial involvement. Your staff's technical and institutional knowledge in this arena continue to this day.

I am pleased to provide the County's recommendation letter in support of the Gehring Group for employee benefits and onsite clinic support in addition to our Self-Insured Property and Casualty program.

If you have any questions, I can be reached at 941.743.1244.

Sincerely,

Jennifer Bullistron

Jennifer Bullistron
Risk/Benefits Coordinator



WEST PALM BEACH

Human Resources

August 25, 2023

Kurt Gehring
The Gehring Group
3500 Kyoto Gardens Drive
Palm Beach Gardens, FL 33410

Dear Kurt,

It is with great pleasure that I have the opportunity to recommend the Gehring Group for all services related to support of a self-funded Employee Health Benefits Plan. During the City's long relationship with the Gehring Group, they have provided a superior level of employee benefit consulting expertise with a high priority on satisfaction, cost reduction and customer service. g

As part of the City of West Palm Beach's employee benefits cost saving strategy, the Gehring Group has guided the City through the RFP design, evaluation, selection and implementation of our health plan and our onsite health clinic. Our Gehring Group team facilitates annual meetings with our insurance providers and TPAs, monitors trends and provides cost savings recommendations. The addition of an employee clinic has proven to be an asset in attracting talented employees, cost savings to the employees and retirees, and it provides a great return on investment for the City.

The City has always had great confidence with the Gehring Group and their ability to problem solve and bring forth ideas that help the City to be a top choice for employees due the benefits it offers.

I am pleased to recommend the Gehring Group to any organization for employee benefits and onsite clinic consulting services. If you have any questions, please feel free to contact me at (561) 494-1021.

Best regards,

Sylvia C. Gregory, PHR
Assistant Chief Human Resources Officer

THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

1939 SE Federal Highway • Stuart, Florida 34994 • Telephone (772) 219-1200 Ext: 30100 • Facsimile: (772) 219-1230



JULIE SESSA, ARM, SHRM-SCP, Assistant Superintendent of Human Resources

SHANNON ARMSTRONG, Director of Talent Acquisition

MAURICE G. BONNER, Director of Human Resources

DON CALDERONE, ARM, Director of Risk Management & Employee Benefits

August 21, 2023

RE: Recommendation for Gehring Group Insurance Brokers & Consultants

To Whom It May Concern:

Please accept this letter of reference as a formal recommendation in support of the Gehring Group. The Martin County School Board has contracted with the Gehring Group for more than 20 years to assist in obtaining, maintaining, and administering a wide range of employee benefits, most notably our medical insurance.

The Martin County School Board currently has a fully insured program, including medical, dental, vision, and life insurance as well as long-term and short-term disability insurance, an employee assistance program, flexible spending accounts, and other supplemental insurance. The Gehring Group has provided us with skilled, accurate and timely benefit analysis, wellness program support, suggested benefit design changes, and consultant with us on numerous regulatory and administrative matters.

It is my profound pleasure to work with both Mr. Dustin Kuehn, a senior benefits consultant with the firm, and his account service team. Their dedication to our school district is strong, the relationships are sincere, and the technical support is outstanding.

Contact me anytime if I can be of further assistance to you.

Sincerely,

Julie L. Sessa, ARM, SPHR, SHRM-CP
Assistant Superintendent of Human Resources

Michael Maine, Superintendent

School Board Members • Michael DiTerlizzi • Marsha Powers • Amy Pritchett • Christia Li Roberts • Jennifer Russell
"Educate all Students for Success"

PALM BEACH COUNTY
SHERIFF'S OFFICE

RIC L. BRADSHAW, SHERIFF



October 9, 2018

Ladies & Gentlemen:

The Palm Beach County Sheriff's Office has enjoyed a long relationship with the Gehring Group, as they have been our Agent of Record for Employee Benefits for over 20 years. During this extensive period of service, Gehring Group has provided outstanding service to our organization. They are highly regarded by me and my staff and have been a source of unqualified support and expertise to us throughout the years.

It is with pleasure that I recommend Gehring Group to other organizations. Please do not hesitate to call for further information.

Sincerely,

A handwritten signature in blue ink, appearing to be "R. Bradshaw".

Ric L. Bradshaw
Sheriff

CITY OF TARPON SPRINGS, FL AGREEMENT

THIS AGREEMENT, made and entered into on the 18 day of February, 2025, by and between RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company (herein referred to as the "Contractor") and the City of Tarpon Springs, Florida (herein referred to as the "City").

The Contractor and the City, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. **Contractor Duties:** That the Contractor shall furnish material and perform work for:

Employee Benefits Brokerage and Consulting Services

2. **Term:** The initial term of this contract will be June 3, 2025 through June 2, 2030, plus three (3) annual renewal options, not to exceed a total of eight (8) years.
3. **Contract Documents:** For the City and in full and complete accordance as provided by the following enumerated documents, ("Contract Documents") which are incorporated herein by reference and made a part hereof as if fully setout herein:

The Request for Proposal No. 250003-P-AS, plus Addendums 1 & 2 ("Exhibit A")
The Contractor's Proposal dated October 11, 2024 ("Exhibit B")
Certificate of Insurance
This instrument and any changes to the following documents agreed to by the parties hereto.

Incorporation by Reference; Order of Precedence. This Agreement incorporates and makes a part hereof by reference the following documents: (i) the RFP No. 250003-P-AS and Addenda ("Exhibit A"), (ii) and Contractor's Proposal and all associated documents (collectively "Firm's Standard Terms") dated October 11, 2024 ("Exhibit B"). Notwithstanding any term in the City Contract to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in the earlier-listed document shall prevail over conflicting terms in a subsequently listed document.

4. **Compensation and Method of Payment:** For satisfactorily providing all services described and required in the Contract Documents, the Contractor will receive payment in accordance with the prices submitted in the Contractor's bid dated October 11, 2024 ("Payment").

Contractor warrants that all prices stated in its bid will remain firm for the initial term of this Agreement. Any escalation in prices will be made on an annual basis thereafter by mutual agreement between the City and Contractor. Request for price increases must be made in writing to the Procurement Services Director at least 60 days in advance. Increases in prices shall be based on the most recent U.S. Bureau of Labor Statistics, Consumer Price Index news release text (released Quarterly: April, July, October and January of each fiscal period) 12-month percentage changes in the Consumer Price Index, not seasonally adjusted. Private Industry, Compensation Costs, the percentage change for

the most recent calendar year reported, not to exceed five (5%) percent (see <https://www.bls.gov/ppi/>). All request for price increases is subject to review and approval by the City.

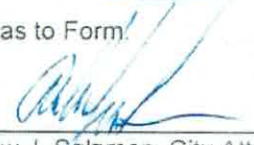
5. **Amendments:** All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld.
6. **Severability:** In the event that any provision or portion hereof of any Contract Document shall be found to be invalid or unenforceable, then such provisions or portion thereof shall be performed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision of the Contract Documents.
7. **Due Authority:** Each party to this Agreement represents and warrants to the other parties that: (i) they are duly organized, qualified and existing entities under the laws of the State of Florida; and (ii) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same fully bind the parties on whose behalf they are executing.

In witness hereof the parties have caused this Contract to be duly executed, intending to be bound thereby.

RSC Insurance Brokerage, Inc. d/b/a
Risk Strategies Company

By: 
Kurt N. Gehring, Managing Director

Approved as to Form:

By: 
Andrew J. Salzman, City Attorney

City of Tarpon Springs, FL

By: 
Panagiotis Koulias, Mayor

Attest:

By: 
Irene S. Jacobs, CMG
City Clerk & Collector

(Seal)



REMAINING PORTION INTENTIONALLY LEFT BLANK

(Acknowledgment of Contractor)

State of Florida
County of Palm Beach ss:
City of Palm Beach Gardens

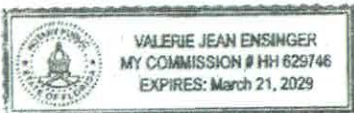
The foregoing Agreement was acknowledged before me this 14th day of March,
2025,

by Kurt N. Gehring, Managing Director
(Name and Title)

of RSC Insurance Brokerage, Inc. ("Company"), on behalf of the Company. He/~~she~~ is personally
known to me or has produced personally known, as identification
and appeared before me at the time of notarization.

He warrants that he/~~she~~ is authorized by the Company to
execute the foregoing Agreement.

(SEAL)



NOTARY PUBLIC:

Valerie Ensinger

Digitally signed by Valerie
Ensinger

Date: 2025.03.14 13:49:20 -04'00'

Valerie Jean Ensinger

My commission expires: March 21, 2029

Attachments
Exhibits

Tab 4

Fee Proposal (Separate Document)

Fee Proposal may be submitted in in the Proposer's own format but must show the total cost per year, including the Wellness Center, and total for five (5) years, including the Wellness Clinic.

With Gehring Group/Risk Strategies' focus on working collaboratively throughout the year with our clients and their members, and encouraging our clients to use us as a resource when needed, we are proposing a comprehensive level of employee benefits consulting services for the City's employee benefits coverage including but not limited to medical, stop loss, dental, vision, life and AD&D, disability, and employee assistance program for an annual flat fee as outlined below:

Contract Year	Annual Fee
Year 1	\$128,500.00
Year 2	\$128,500.00
Year 3	\$128,500.00
Year 4	\$131,000.00
Year 5	\$131,000.00

Under the above compensation proposal, there be will no additional charges to the City of Tarpon Springs by Gehring Group/Risk Strategies for the following:

- **Bentek®** Online Enrollment & Administration System
- Travel costs associated with servicing the City
- Onsite attendance at annual Open Enrollment meetings as needed
- Development of annual employee benefit booklet
- Access to *Mineral* online H.R. research tool

Gehring Group remains open to discussion regarding alternative compensation options under consideration by the City.

It is important to note that Gehring Group does not participate in any provider relationships that would prevent us from acting independently and providing objective advice and guidance. In addition, we practice full disclosure relating to all compensation with all clients.

Irene Jacobs

From: Anela Saday
Sent: Thursday, March 20, 2025 3:23 PM
To: Irene Jacobs
Subject: Contract File No. 250003-P-AS - Mayor's Signature Needed
Attachments: Partially Executed 021825 - Tarpon Springs - RSC - Services Agreement - signed by RSC.pdf; Complete Contract File - EXECUTED 250003-P-AS.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Irene,

Attached is the Service Agreement for Contract File No. 250003-P-AS, Employee Benefits Brokerage and Consulting Services, which approved by the BOC 02/18/2025. Please forward to the mayor to execute and attest.

The executed BOC memo is also attached for reference. Please let me know if you have any questions or require additional information.

Thank you,

Anela Saday, CPPB, NIGP-CPP

Senior Procurement Analyst |City of Tarpon Springs, Florida|324 East Pine Street Tarpon Springs, FL 34689|ph. (727) 943-4871 ext. 2299|e. asaday@ctsfl.us

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the City are public records available to the public and media upon request. Your e-mail address and communications may be subject to public disclosure.



PERSONNEL MANUAL
POLICIES AND PROCEDURES SECTION
TRAVEL POLICY POLICY NUMBER 5

SECTION 1. SCOPE

This policy applies to all City of Tarpon Springs employees and appointees authorized to travel on official City Business.

SECTION 2. DEFINITIONS

1. Authorized Traveler.

- (a) A City of Tarpon Springs employee, board member, volunteer or other person who is authorized by the City Manager or his/her designee to incur travel expenses in the performance of his or her duties.
- (b) A person who is a candidate for a BOC appointed position.

2. Authorized travel. Travel on official business of the City, including but not limited to travel to a convention, seminar or conference serving a direct public purpose for the benefit of the public agency, when approved by the City manager or his/her designee.

3. Approving Authority. The approving authority for city employees shall be their department director. The approving authority for all department directors and any other travelers covered by this Employee Travel Policy shall be the City Manager or his/her designee.

4. Common Carrier. A train, bus, commercial airline operating scheduled flights, and rental cars of an established rental car firm.

5. Employee. An individual who is filling a regular or full-time authorized position and is responsible to the City Manager.

6. Travel Expense. The usual, ordinary and incidental expenditure necessarily incurred by a traveler.

7. Travel Period. A period of time between the time of departure and time of return.

8. Traveler. A public officer, public employee or authorized person when performing authorized travel.

SECTION 3. AUTHORITY TO INCUR TRAVEL EXPENSES.

1. All travel must be authorized and approved by the approving authority or his/her designee.
2. Travel expense shall be limited to those expenses necessarily incurred in the performance of a public purpose authorized by law to be performed by the agency and must be within the limitations prescribed by this policy.

SECTION 4. PER DIEM BEGINNING AND ENDING.

For per diem allowances, official travel begins on the day an employee leaves the place of abode, office or other authorized departure point and ends on the day the employee returns to the place of abode, office or other authorized point.

SECTION 5. RATES OF SUBSISTENCE ALLOWANCE.

1. Subsistence. All Travelers may be allowed subsistence when performing authorized travel requiring absence from the official headquarters overnight, in amounts equal to those permitted for meals and incidental expenses (M&IE). Meals and incidental expenses shall be reimbursed at the general Services Administration (GSA) rates for M&IE, as updated by the GSA, which are inclusive of meals, taxes, and tips for meals, baggage carriers and hotel maids.
2. Meals only. All travels may be allowed subsistence while on authorized travel outside the City of tarpon springs, but not absence overnight, in amounts permitted for meals, as specified in the GSA
3. Partial day meal and incidental reimbursement. When authorized travel includes one or more partial days, the traveler shall be reimbursed for the partial days in portion of the M&IE daily amount as determined through the GSA breakdown schedule. The breakdown schedule includes the following categories.

Breakfast: When travel begins before 6:00 am and extends beyond 8:00 am.

Lunch: when travel begins before 12:00 noon and extends beyond 2:00 pm.

Dinner: When travel begins before 6:00 pm and extends beyond 8:00 pm.

4. Hotel Accommodations. The actual cost of lodging at the single occupancy rate at the host hotel for any authorized conference, seminar or convention shall be permitted. Lodging expense for any other authorized travel shall be at the rate permitted for the locality by

the General Services Administration (GSA) unless otherwise authorized by the City manager. Lodging expenses for any travel within the local area (including Pinellas, Hillsborough and pasco Counties) must be approved by the City manager or his/her designee.

5. Other. Under special conditions and circumstances and under the specific direction and authorization of the city manager, additional types and amounts of travel expenses or reimbursement may be permitted.
6. No traveler shall be reimbursed for any meal or lodging included in a convention or conference fee or otherwise paid by the city.

SECTION 6. ROUTE, METHOD OF TRAVEL

1. All travel must be by a usually traveled route. When it is by an indirect route for the traveler's personal convenience, any extra cost is to be borne by the traveler and reimbursement for expenses shall be based only on such charges as would have been incurred by a usually traveled route.
2. The approving authority shall designate the most economical method of travel for each trip, keeping in mind the following conditions:
 - (a) The nature of the business.
 - (b) The most efficient and economical means of travel, considering the time of the traveler, cost of transportation and per diem or subsistence required.
 - (c) The number of persons making the trip and the amount of equipment or material to be transported.

SECTION 7. TRAVEL BY COMMON CARRIER WHEN PAID BY TRAVELER.

Transportation by common carrier when traveling on official business and paid for personally by the traveler shall be substantiated by a receipt. Federal tax shall not be reimbursable to the traveler, except when unforeseen circumstances require that travel arrangements must be paid for by employees, and then only after approval of the City manager.

SECTION 8. USE OF PRIVATELY OWNED VEHICLES.

1. The use of privately owned vehicles for official travel in lieu of publicly owned vehicles or common carriers may be authorized by the approving authority if a publicly owned vehicle is not available. Whenever travel is by privately owned vehicle, the traveler shall be entitled to a mileage allowance at a fixed rate not to exceed the standard mileage rate currently permitted by the Internal Revenue Service. Except for the mileage allowance, tolls and parking fees, reimbursement for expenditures related to the operating, maintenance and ownership of the

vehicle shall not be allowed when privately owned vehicles are used on public business.

2. All mileage shall be shown from point of origin to point of destination. Vicinity mileage (mileage incurred once the destination has been reached) necessary for the conduct of official business.
3. Monthly private auto allowance may be given to employees under certain circumstances at the discretion of the City manager. Employees who receive a car allowance to drive their personal vehicle for routine city business as part of their employment will be allowed mileage reimbursement in addition to their car allowance only for miles traveled in their personal vehicle outside an area encompassing the counties of Pinellas, Pasco and Hillsborough or more than 100 miles per occurrence from Tarpon Springs City Hall.

SECTION 9. REIMBURSABLE INCIDENTAL TRAVELING EXPENSES.

The following additional incidental traveling expenses of the traveler may be reimbursed.

1. Taxi fare and airport transportation, shuttle fares, with receipt.
2. Ferry fares and tolls for bridges, roads and tunnels, with a receipt.
3. Storage or parking fees, with a receipt.
4. Parking meter fees.
5. Communication expense, including up to \$2.50 per day for personal phone calls when on official travel overnight.
6. Gratuities, with the exception of gratuities for meals, baggage carriers and hotel maids which are included in the M&IE reimbursement.

SECTION 10. REGISTRATION FEES

Approved convention, seminar or conference registration fees paid directly by a traveler which will serve a direct public purpose with relation

SECTION 11. TRAVEL VOUCHERS REQUIRED

All travel vouchers must be completed and submitted to the finance department no later than 15 days after the end of the month during which the travel occurred.

SECTION 13. FRAUDULENT CLAIMS

Any claim authorized will contain a statement that the expenses were actually incurred by the traveler as necessary traveling expenses in the performance of his official duties and shall be verified by a written declaration that the statement is true and correct as to every material matter. Any person who willfully makes

and subscribes any such claim which he does not believe to be true and correct as to every material matter, or who willingly aids or assists in, procures, counsels or advises the preparation or presentation under the provisions of this section of a claim which is fraudulent or is false as to any material matter, whether or not such falsity or fraud is with the knowledge or consent of the person authorized or required to present such claims, commits a misdemeanor of the second degree, punishable as provided in Florida Statutes 775.082 or 775.083 and shall be punished accordingly. Any person receiving an allowance or reimbursement by means of a false claim shall also be civilly liable in the amount of the overpayment made thereby.



STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa**, a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with **RSC Insurance Brokerage, Inc. dba Risk Strategies Co., 3500 Kyoto Gardens Dr., Palm Beach Gardens, FL 33410** (hereinafter referred to as the "Vendor " or "Contractor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered into a contract with the **City of Tarpon Springs, FL** said contract being identified as: **Employee Benefits Brokerage and Consulting Services, Contract No. RFP 250003-P-AS.** (referred to as the "Original Government Contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Employee Benefits Brokerage and Consulting Services, see Exhibit "A" – original contract.

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.
2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

2.1. Entity Referenced:

Notwithstanding anything in **Exhibit A** to the contrary, the following terms shall be substituted throughout the Original Government Contract: **City of Tarpon Springs** = City of Cocoa; **[City of Tarpon Springs]** Code = Code of the City of Cocoa. Further, references to specifically identified **[City of Tarpon Springs]** Codes, policies and procedures shall refer to similar and substantively equivalent Cocoa Codes, policies and procedures, if any.

2.2. Time Period ("Term") of the Agreement:

The date of this agreement shall be the latest date mutual parties sign by and between the City of Cocoa, FL and RSC Insurance Brokerage, Inc dba Risk Strategies Co... The term of said agreement shall be for the period effective date 6/3/2025 through 06/02/2030. Upon the mutual written consent of both parties, the Agreement may be renewed for three (3) additional terms of one (1) year not to exceed a total of eight (8) years, irrespective of the Original Government Agency's decision to renew the Original Government Contract. The Agreement shall continue until all outstanding Purchase Orders issued prior to the expiration of this Agreement have been either completed or terminated.

The City of Cocoa intends to utilize said agreement for Fiscal Years 2025 through 2030 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Council.

2.3 Pricing and Payments:

The pricing under the Original Government Contract shall remain firm throughout the duration of this Agreement. Price increases agreed to by the Original Government Agency after the Effective Date of this Agreement shall not be binding upon the City of Cocoa unless an Amendment to this Agreement is properly executed by an authorized representative of the City of Cocoa. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes.

2.4 Insurance Requirements (As Applicable):

A. COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN \$15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than \$15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence and with a deductible amount not greater than \$1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT \$15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is \$15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than \$2,000,000 as the combined single limit for each occurrence and with a deductible not greater than \$5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit bodily injury and minimum \$1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

B. PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

C. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than \$1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemicals being brought onto City property as required by the City's Safety and Loss

Control Program.

D. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at \$250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

E. COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of \$2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

F. DURATION OF CONTRACTS-NAMED INSURED-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days' advance notice shall be given to the City.

2.5. E-Verify:

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>,

to verify the work authorization status of all employees hired on and after January 1, 2021. The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit (**Exhibit B**). This must be completed prior to the City issuing any Purchase Orders or requesting services.

B. Subcontractors:

- (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
- (ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
- (iii) Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

C. Failure to comply with this provision is a material breach of the Agreement and shall result in the immediate termination of the Agreement without penalty to the City. To the extent provided by Florida law, Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

2.6. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoaf1.org.

2.7. Venue:

Notwithstanding anything in Exhibit "A", to the contrary, the venue of any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be in the Middle District of Florida, Orlando Division. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

2.8. Dispute Resolution:

Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

2.9. Notice:

Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For Vendor	For City
RSC Insurance Brokerage, Inc dba Risk Strategies Co. Attn: Kurt N. Gehring, Managing Director 3500 Kyoto Gardens Dr. Palm Beach Gardens, FL 33410 Phone: 561-626-6797 Email: cindy.thompson@gehringgroup.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

2.10. Sovereign Immunity:

The City intends to avail itself of the benefits of Section 768.28, Florida Statutes, and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Contractor agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person 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.

2.11. Indemnity:

In addition to any indemnity obligation required in the Original Government Contract and for purposes of Contractor's indemnification obligation only, Contractor shall indemnify the City for claims made by the employees of Contractor against the City, and Vendor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

2.12. Entities of Foreign Countries of Concern:

Contractor certifies, affirms, and herein represents that, if the Services involve access to an individual's personal identifying information, the Contractor is not: (a) owned by the government of a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in the Contractor's business; and (c) the Contractor is not organized under the laws of or have its principal place of business in a foreign country of concern. The terms "foreign country of concern" and "controlling interest" shall mean as defined by Section 287.138, Florida Statutes, as may be amended from time to time

3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.
4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Entered this _____ day of _____

**RSC INSURANCE BROKERAGE,
INC. DBA RISK STRATEGIES CO**

CITY OF COCOA

N/A

Signature Date

Signature Date

Name and Title

Stockton Whitten, City Manager

Name and Title

Signature Date

Michael Blake, Mayor

Name and Title

City Council Approval Required

- X Yes (Approved by Mayor)
☐ No (Approved by City Manager)

Attest:

Monica Arsenault, CMC, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: April 22, 2025
Agenda Date: April 22, 2025
File ID: 2025-321
Prepared By: Connor Williams, Grants Writer
Through: Stockton Whitten, City Manager
Requested Action: Approve a Grant Application of \$1,800,000 ex post facto for the Nonpoint Source Management Grant for the Septic-to-Sewer Project on Indian River Drive. Authorize the City Manager to sign any documents related to the grant application.

BACKGROUND:

Staff is requesting approval to apply ex post facto for the Florida Department of Environmental Protection's (FDEP) Nonpoint Source Management Grant, and authorize the City Manager to sign any documents related to the grant application. The grant provides funding for the control of water pollution from nonpoint sources. Nonpoint source pollution comes from many diffuse sources, including stormwater. The grant administers funding from Federal Clean Water Act Section 319(h), which authorizes grants to fund septic to sewer connection projects and septic tank abandonment. The proposal submission application period closed on March 31, 2025.

The funding request of \$1.8 million from DEP plus an additional \$1.2 million from SOIRL funds will support the estimated preliminary cost of connections from the homes to the newly constructed gravity sewer line and the on-site septic abandonment for each of those homeowners. At this point these costs are merely estimates as final numbers may be higher or lower dependent on a number of different factors.

If awarded this grant, staff will prepare an agenda item to accept the grant and a BAF for the grant-funded portion of the overall project and would be contingent on the awarded amount.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? N/A

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

PREVIOUS ACTION:

RECOMMENDED MOTION:

Approve a Grant Application of \$1,800,000 ex post facto for the Nonpoint Source Management Grant for the Septic-to-Sewer Project on Indian River Drive. Authorize the City Manager to sign any documents related to the grant application.



INTERNAL GRANT APPLICATION FORM

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

DEPARTMENT: Utilities	DIVISION: Utilities
POINT OF CONTACT: John "Jack" Walsh	PROJECT MANAGER: John "Jack" Walsh
NAME OF GRANT: Nonpoint Source Management Grant	
Assistance Listing# /CFSA#: 66.460	FUNDING AGENCY: EPA, via FDEP
AMOUNT REQUESTED: \$ 1,800,000	GRANT DUE DATE: 03/31/2025
PROJECT DESCRIPTION: The project will consist of the construction of gravity sewer in Sewer Areas "J" and "K", eliminating septic tanks that contribute phosphorus and nitrogen to the Indian River Lagoon. Local homeowners along Indian River Drive are to abandon their existing septic tanks and connect to the new infrastructure, thereby improving water quality in the Indian River Lagoon. The funding request seeks funding for the sewer connections from the homes to the to-be-constructed gravity sewer line and the on-site septic abandonment for each of those homeowners.	
MATCH REQUIRED: Yes (IF YES, HOW MUCH :) \$ 1,200,000	TARGET DATE TO COUNCIL: 04/22/2025
REIMBURSEMENT GRANT: Yes	REIMBURSEMENT SCHEDULE: N/A
WHAT ARE THE REPORTING REQUIREMENTS? N/A	
FUTURE REQUIREMENTS TO CONSIDER: N/A	

John "Jack"
Walsh

Digitally signed by John
"Jack" Walsh
Date: 2025.04.02 14:40:35
-04'00'

Department Director

Connor
Williams

Digitally signed by Connor
Williams
Date: 2025.04.04 14:22:59
-04'00'

Grants Writer

Lora Howell

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Howell
Date: 2025.04.04 15:31:04
-04'00'

Deputy Finance Director

Lora Howell

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Howell
Date: 2025.04.14 16:07:21
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Finance Director

CITY COUNCIL AGENDA ITEM

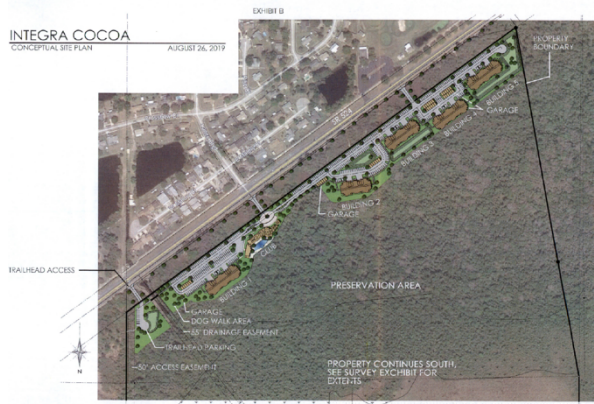
Memo Date: April 22, 2025
Agenda Date: April 22, 2025
File ID: 2025-377
Prepared By: Kristin Eick, Asst. City Attorney
Through: Stockton Whitten, City Manager
Requested Action: Council discussion and direction regarding the creation of a trailhead with parking located on SR524 for access to City Parcel ID: 24-35-24-00-1.

BACKGROUND:

In 2003 the City entered into a Management Plan Agreement with the Florida Department of Community Affairs – Florida Communities Trust for the Cocoa Conservation Area. The Management Plan was required as a part of the Grant agreement which allowed the City to purchase two parcels encompassing the Cocoa Conservation Area. The Cocoa Conservation Area Master Site Plan is attached to this agenda report as Exhibit A. The following is noted:

- Only two parcels make up the Cocoa Conservation Area as covered by the Management Plan Agreement
- An access easement connecting the parcels to SR 524 was granted by a private property owner and no trailhead or parking area was approved for that location through the Management Plan Agreement
- An access point off Cox Road with vehicle and bicycle parking, a future facility building, restroom, picnic pavilion, and children's play area/volleyball was approved through the Management Plan Agreement
- An access point through the Cocoa Bay Residential Subdivision was approved through the Management Plan Agreement. This location included a pavilion and restroom.

In December of 2019 the City entered into a development agreement with the Integra Land Company related to the development of an apartment complex on State Road 524, recorded in the Official Records of Brevard County, Book 8669, Page 340. Integra Land Company, pursuant to the Development Agreement, conveyed approximately 137 acres of wetlands to the City located just north of the Cocoa Conservation Area. The development agreement included conceptual approval of a trailhead parking lot which would allow citizens to park right off State Road 524 and walk or bike into City Parcel ID: 24-35-24-00-1, which would ultimately allow them to access the Cocoa Conservation Area. The conceptual is attached as Exhibit B and reproduced below for convenience.



At the time of the conveyance and preparation of the Development Agreement, City staff anticipated that the 137-acre property conveyed to the City would afford new opportunities to extend activities contemplated in the Cocoa Conservation Area Management Plan to the newly-acquired property in the future. However, Integra intended to grant a conservation easement over the conveyance property to St. John's River Water Management District. Accordingly, City staff and the City Attorney's office negotiated extensively with Integra and the St. John's River Water Management District regarding the terms of the Conservation Easement that Integra intended to dedicate to SJRWMD as part of its wetland mitigation strategy. Specifically, the City ensured that, prior to the dedication, the Conservation Easement, now recorded in the Official Records of Brevard County, Book 8865, Page 631, would allow for activities to be conducted on the site consistent with the Cocoa Conservation Area Management Plan.

The Conservation Easement provides in the recitals that the "City of Cocoa intends to utilize the Conservation easement Area as a passive park in accordance with the terms and conditions of this Conservation Easement . . . " Further, Integra, and thereby the City, specifically reserved the right to passive recreational uses not contrary to the purpose of the Conservation Easement, which includes, among other things:

- a. The utilization of the Conservation Easement Area by the public for resource-based recreational activities, including, but not limited to hiking, biking, running, and other recreational activities; and
- b. Any additional uses as may be authorized via the Cocoa Conservation Area Management Plan.

The Conservation Easement specifically provides that the City may make request to modify the Management Plan, subject to SJRWMD's approval, to allow additional resource-based recreational activities as well.

The Conservation Easement and Development Agreement also provide that Integra, or its successors and assigns, shall be responsible for the cost of replacement mitigation for any loss of mitigative value that the Conservation Easement provided for the Integra Project via Permit 92249-7, which must be calculated separately from any wetland mitigation the City would have to pay due to the functional loss associated with the

Cocoa Conservation Area recreational activities.

In sum, the City acquired approximately 137-acres of land, subject to the negotiated Conservation Easement. In addition, the City already had previously acquired a 50-foot Access Easement and a 55-foot Drainage Easement across the Integra property and running south towards the Cocoa Conservation Area.

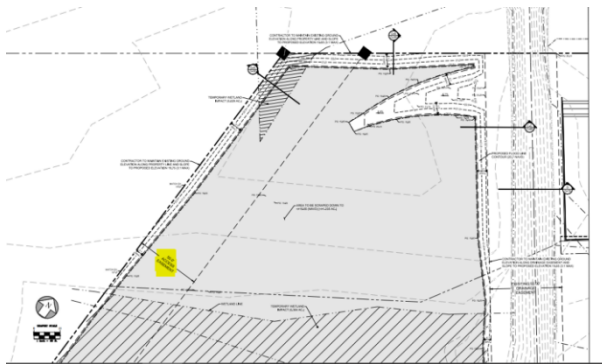
In July of 2020 the City Council approved an addendum to the above-mentioned development agreement, recorded in the Official Records of Brevard County, Book 8828, Page 149, that allowed the following:

Removal of the obligation to construct the trailhead parking area and trailhead stub out, as depicted in Exhibit B – Amended Concept Plan, as the proposed location for these improvements became necessary to accommodate flood storage required by the City’s Comprehensive Plan.

Attached is the revised Conceptual Plan approved as part of the agenda item. Below are the Integra Site Plan illustrations showing the compensatory storage area within the 50’ Access Easement (highlighted). The section detail shows the area slopes and is within the retention area. Thus, the Access Easement is currently submerged or may be submerged to accommodate flood waters. The City did not, however, abandon or terminate the 50-foot Access Easement during the approval of the amended site plan.

In lieu of the trailhead access, Integra was required to reimburse the City for actual costs associated with the environmental consulting, planning, design, and permitting of a nature trail system on the conveyed property, up to a cost not to exceed \$24,000.00.

Upon execution of the Addendum, Integra was required to pay the City \$12,000.00 for initial costs.



The aerial photo below shows the current site conditions.



In Summary the following is provided:

- The Management Plan with the Florida Communities Trust only covered two parcels which provide for a trailhead and parking located off Cox Road and through the Cocoa Bay subdivision.
- The original development agreement with Integra did provide for a trailhead and parking located off SR524 which would allow for access to the Conservation parcel acquired from Integra and the Cocoa Conservation Area parcels acquired through the Florida Communities Trust.
- The development agreement with Integra was amended to delete the original trailhead and parking concept located off SR524.
- The revised concept for a trailhead and parking located off SR524, absent further action, is not feasible at this time as part of the access easement is underwater and encompassed by the Integra pond.

Staff is offering the following potential options for the Council discussion and direction:

1. Direct staff to determine the cost and other necessary actions to construct a trailhead and parking off Cox Road.
2. Direct staff to approach Integra regarding (a) amending the existing 55-foot drainage easement to allow access to Cocoa City Parcel 24-35-24-00-1 instead of through the Access Easement, which also adjoins the Cocoa Conservation Area parcels; or (b) modifying their compensating storage to allow for fill to be placed in the Access Easement in order to construct an access road for the future parking lot and trailhead. Under either scenario under Option 2, the City would be building the trailhead and parking area within the area under the Conservation Easement with SJRWMD. The City may need some additional approval from the SJRWMD and modification of the Conservation Easement. In addition, the City would be responsible for additional wetland mitigation as a result of the functional losses of wetland, and Integra would be responsible for replacement mitigation costs associated with the loss of mitigative value of the Conservation Easement land as a result of the City's project.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

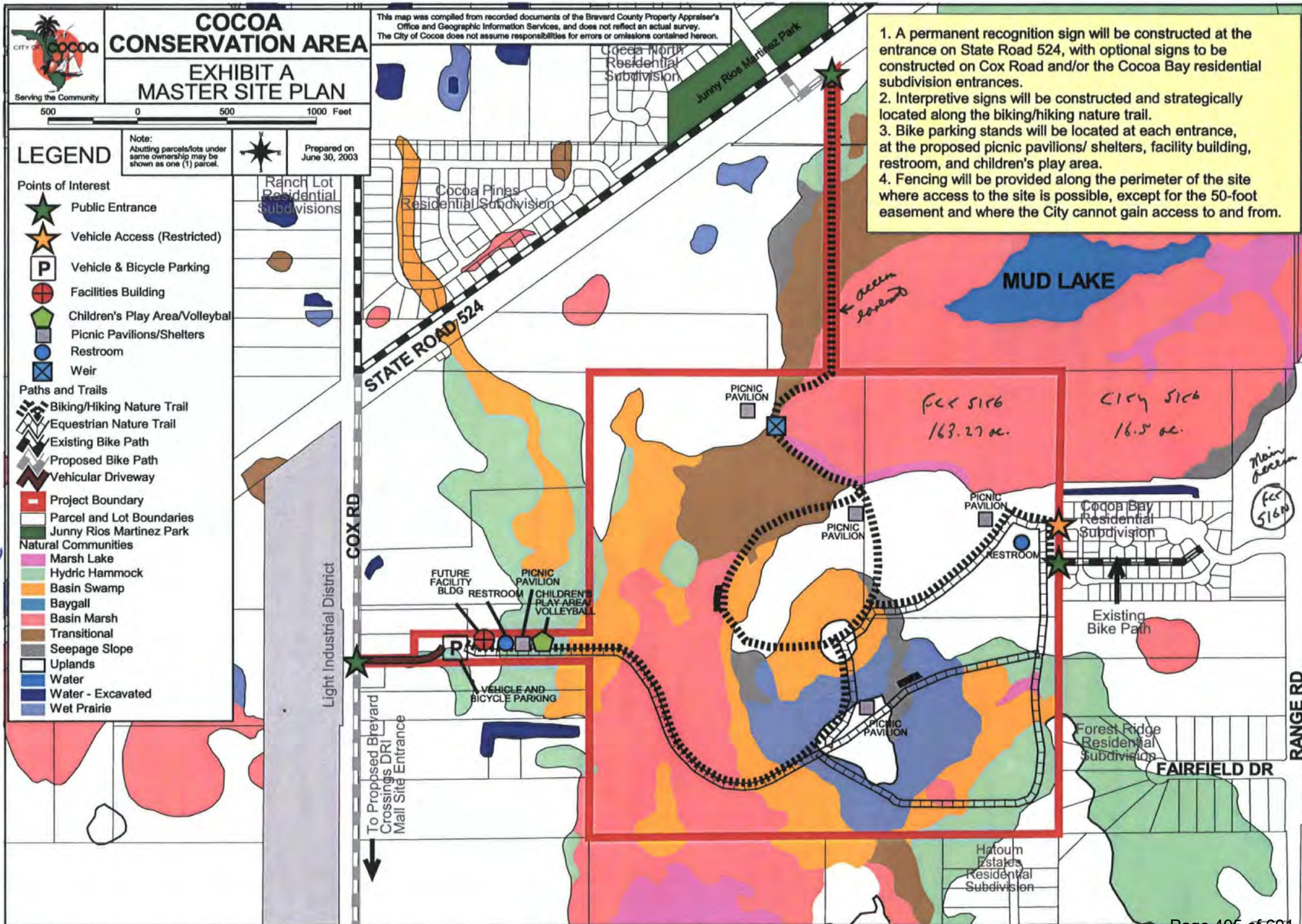
Budgetary impacts are undetermined at this juncture.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Council discussion and direction regarding the creation of a trailhead with parking located on SR524 for access to City Parcel ID: 24-35-24-00-1.



1. A permanent recognition sign will be constructed at the entrance on State Road 524, with optional signs to be constructed on Cox Road and/or the Cocoa Bay residential subdivision entrances.
2. Interpretive signs will be constructed and strategically located along the biking/hiking nature trail.
3. Bike parking stands will be located at each entrance, at the proposed picnic pavilions/ shelters, facility building, restroom, and children's play area.
4. Fencing will be provided along the perimeter of the site where access to the site is possible, except for the 50-foot easement and where the City cannot gain access to and from.



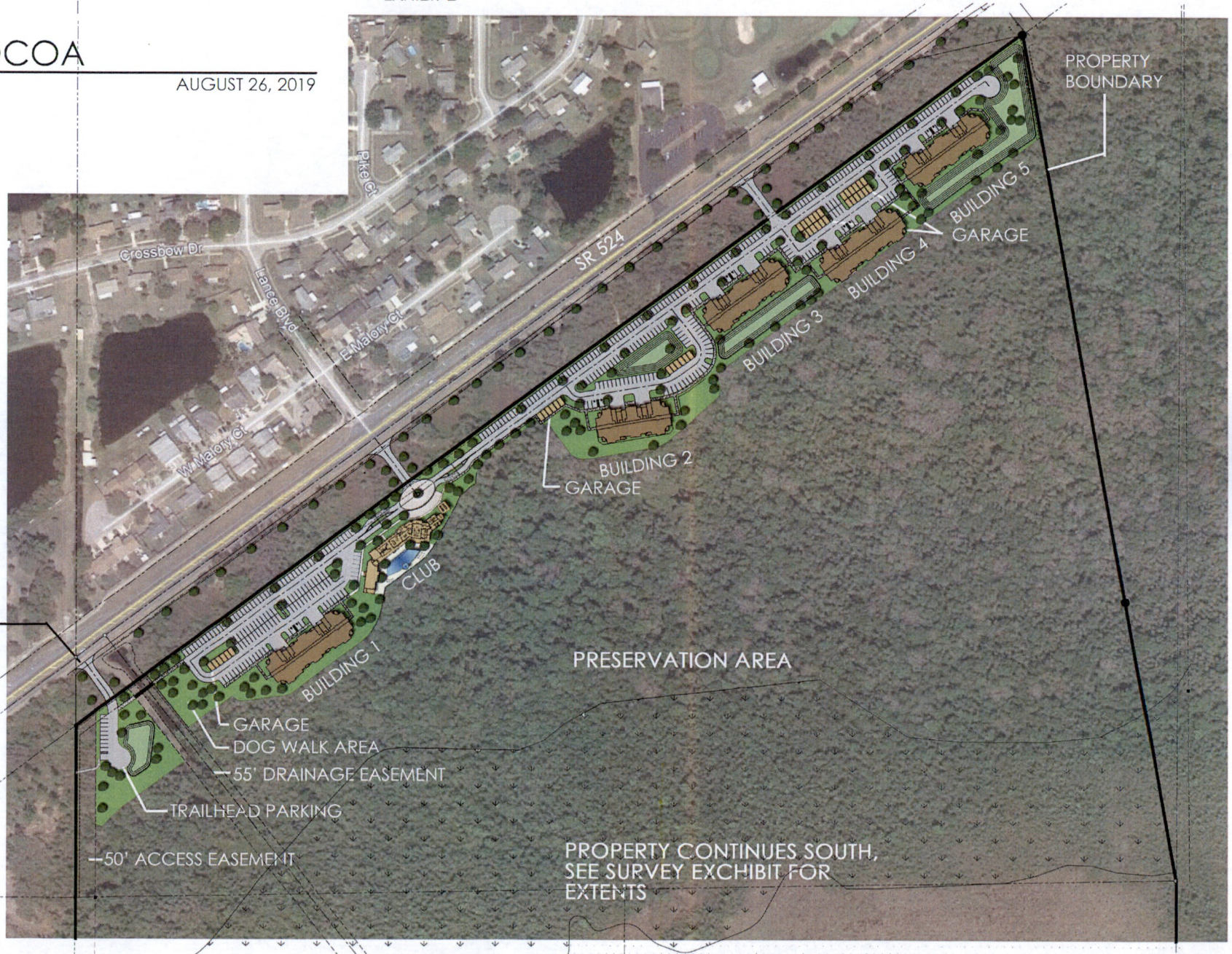
INTEGRA COCOA

CONCEPTUAL SITE PLAN

AUGUST 26, 2019

EXHIBIT B

TRAILHEAD ACCESS



CITY COUNCIL AGENDA ITEM

Memo Date: April 22, 2025
Agenda Date: April 22, 2025
File ID: 2025-342
Prepared By: Zoie Badalov, Senior Budget Analyst
Through: Rebecca Bowman, Finance Director
Stockton Whitten, City Manager
Requested Action: Informational Item Only

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized “contingency” as of March 31st, 2025. 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.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

None

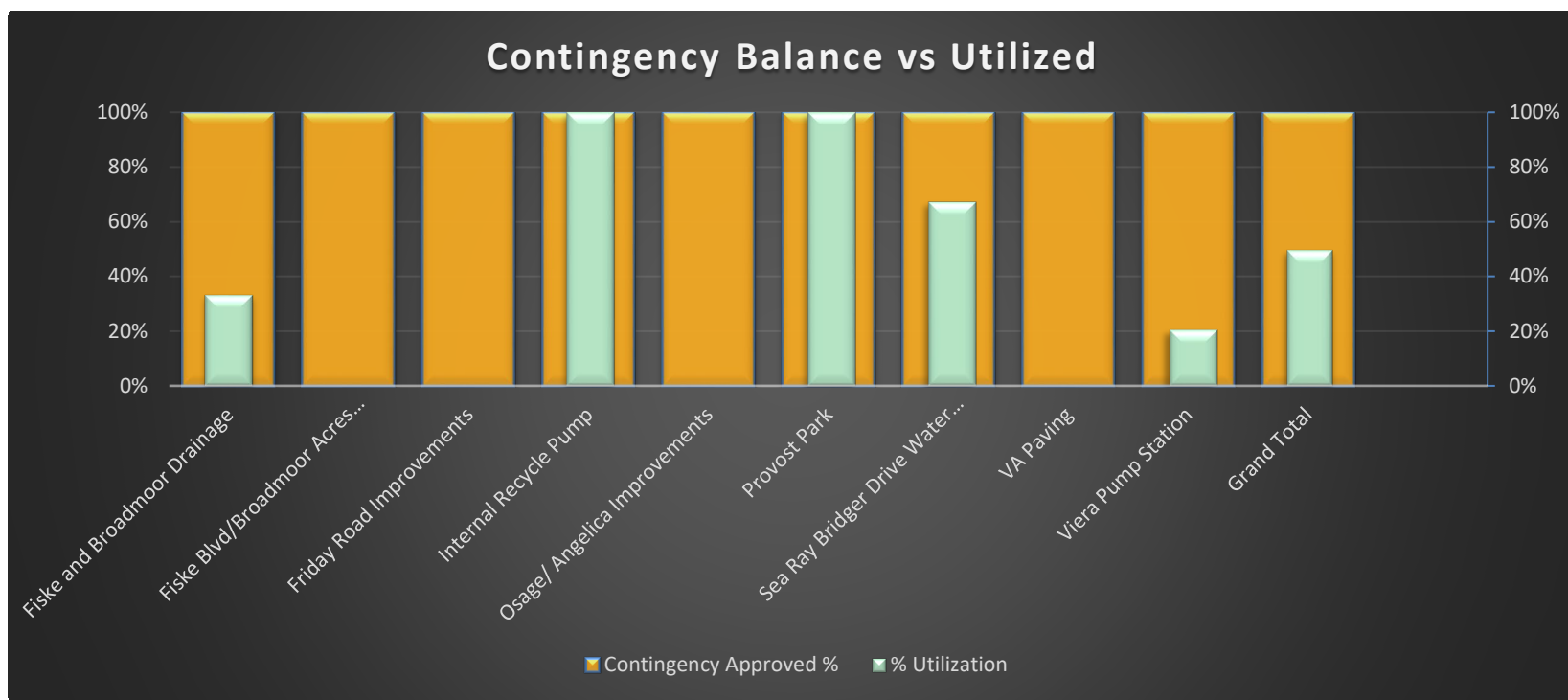
RECOMMENDED MOTION:

Informational Item Only

FY 2025 Change Orders - CM authorized to execute

						Applied to Contingency		As of: Period 6							
Project #	Project Description + Details	Construction contract not to exceed \$	Labels	Resolution #	Requisition #	Requisition Amount	All Fiscal Years Cumulative	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	FY25 Cumulative Requisitions	Cumulative Expenditures	FY2025 Expenditures	FY2024 Expenditures	FY2023 Expenditures
WS22IR/GR24IR**Internal Recycle Pump															
Op. Rev.		10,283,270	Expenses Before Contingency												
Project Manager:	John Perrin	607,984	*CMAR Contingency	2023-103											
Account #:	421-4120-536.63-00	689,954	*Owner Contingency	2024-004											
	424-4055-536.63-00			2024-005											
	424-4120-536.63-00	11,581,208	Total approved												
Vendor:	Wharton-Smith Inc.				FY2024	47027	1,448,145	11,581,208	-	-	11,581,208	-	\$ 8,555,148	\$ 4,491,307	\$ 4,063,841
PO #:	81414					47027-1	10,133,063								
*This project is a guaranteed maximum price contract which means Contingency is included in the PO Amount.															
**This amount is inclusive of a grant portion that was carved out and assigned to Project# GR24IR pursuant of resolution 24-055 which did not change any total costs for the project/PO															
GR2108Fiske Blvd/Broadmoor Acres Drainage Improvement															
Op. Rev.		262,847	Exp authorized before contingency												
Project Manager:	Frank Mirabito	42,500	Contingency and other costs authorized	2022-025											
Account #:	303-3570-538.63-08			2024-044											
	424-4055-536.63-08	305,347	Total approved												
Vendor:	Tiera Inc.				FY2022-23	44454	218,163	262,847	-	-	-	\$ 262,845	\$ 93,736	\$ 169,109	\$ -
PO #:	79493				FY2024	44454-1	44,684								
GR2108Fiske Blvd/Broadmoor Acres Drainage Improvement															
Op. Rev.		5,471,015	Exp authorized before contingency												
Project Manager:	Frank Mirabito	2,405,102	Contingency and other costs authorized	2024-043											
Account #:	303-3570-538.63-00/73			2024-090											
	423-3570-538.63-00/73	7,876,117	Total approved												
	424-4055-536.63-00/73														
Vendor:	Cathcart Construction Co.				FY2024	47365	5,471,015	7,791,870	-	-	7,424,780	367,090	\$ 6,060,382	\$ 1,994,317	\$ 4,066,065
PO #:	81782					47365-1	1,953,765								
						47365-2	367,090								
WS24LCOsage/ Angelica Improvements															
Op. Rev.		3,717,385	Exp authorized before contingency	2022-018											
Project Manager:		371,739	Contingency and other costs authorized	2022-092											
Account #:	424-4120-536.63-00	4,089,124	Total approved	2023-054											
Vendor:	Atlantic Development of Cocoa				FY2024	47958	3,717,385	3,717,385	-	-	3,717,385	-	\$ 853,254	\$ 376,035	\$ 477,219
PO #:	Vendor #: 05580 82211														
WS24WPFriday Road Improvements															
Op. Rev.		4,413,648	Total approved	2022-018											
Project Manager:		401,241	Contingency and other costs authorized	2022-092											
Account #:	424-4120-536.63-00	4,012,407	Total approved	2023-054											
Vendor:	Atlantic Development of Cocoa				FY2024	47960	4,012,407	4,012,407	-	-	4,012,407	-	\$ 1,618,643	\$ 306,498	\$ 1,312,145
PO #:	Vendor #: 05580 82212														

Project #	Project Description + Details	Construction contract not to exceed \$	Labels	Resolution #	Requisition #	Requisition Amount	All Fiscal Years Cumulative	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	FY25 Cumulative Requisitions	Cumulative Expenditures	FY2025 Expenditures	FY2024 Expenditures	FY2023 Expenditures
CA2502	Bracco Pond Stormwater Improvements														
Op. Rev.		116,020	Exp authorized before contingency												
Project Manager:	Frank Mirabito	11,400	Contingency and other costs authorized												
Account #:	423-3570-538.63-00	127,420	Total approved	2024-109											
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	Atlantic Development of Cocoa			FY2025	49339	116,020	116,020	-	-	-	116,020	\$ 116,020	\$ 116,020	\$ -	\$ -
PO #:	83333				0										
		11,400													
CA2502	Cidco Road Stormwater Improvements														
Op. Rev.		38,310	Exp authorized before contingency												
Project Manager:	Frank Mirabito	3,600	Contingency and other costs authorized												
Account #:	423-3570-538.63-00	41,910	Total approved	2024-109											
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	Atlantic Development of Cocoa			FY2025	49349	38,310	38,310	-	-	-	38,310	\$ -	\$ -	\$ -	\$ -
PO #:	83343														
		3,600													
CA2502	IRD & Carmalt Stormwater Improvements														
Op. Rev.		50,315	Exp authorized before contingency												
Project Manager:	Frank Mirabito	5,000	Contingency and other costs authorized												
Account #:	423-3570-538.63-00	55,315	Total approved	2024-109											
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	Atlantic Development of Cocoa			FY2025	49348	50,315	50,315	-	-	-	50,315	\$ 50,315	\$ 50,315	\$ -	\$ -
PO #:	83396				0										
		5,000													
PW25RR	Range Road Paving														
Op. Rev.		661,763	Exp authorized before contingency												
Project Manager:	Abigail Morgan	50,000	Contingency and other costs authorized												
Account #:	001-3510-541.63-00	711,763	Total approved	2025-110											
Vendor:	Fausnight Stripe & Line Inc			FY2025	49343	27,290	27,290	-	-	-	27,290	\$ -	\$ -	\$ -	\$ -
PO #:	83334														
		2,063													
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	Asphalt Paving Systems, Inc.			FY2025	49341	267,908	267,908	-	-	-	267,908	\$ -	\$ -	\$ -	\$ -
PO #:	83341														
		20,242													
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	Goodson Paving Inc			FY2025	49342	366,564	366,564	-	-	-	366,564	\$ -	\$ -	\$ -	\$ -
PO #:	83342														
		27,695													
WS25OC	Vapex Odor System Project														
Op. Rev.		147,375	Exp authorized before contingency												
Project Manager:	Frank Palmieri	7,625	Contingency and other costs authorized												
Account #:	424-4120-536.64-00	155,000	Total approved	2025-011											
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	VAPEX Environmental Technologies			FY2025	49632	147,375	147,375	-	-	-	147,375	\$ -	\$ -	\$ -	\$ -
PO #:	83561														
		7,625													



CITY COUNCIL AGENDA ITEM

Memo Date: April 22, 2025
Agenda Date: April 22, 2025
File ID: 2025-343
Prepared By: Zoie Badalov, Senior Budget Analyst
Through: Rebecca Bowman, Finance Director
Stockton Whitten, City Manager
Requested Action: Informational Item Only

BACKGROUND:

The following reports for the period ending March 31st, 2025 (FY25) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This March 2025 (FY25) report is unaudited and preliminary. Each of the major funds will have the following reports:

1. Budget by Account Classification Report

Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object.

2. Revenue Report

Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year-to-date totals, the annual budget and the unrealized balance.

- Estimated - represents either the current period or the 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. Detailed Budget Report Summary by Object

Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year-to-date totals, encumbrances, the annual budget and the unencumbered balance.

- Budget - represents either the current period or the 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

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only



FY 2025 Budget by Classification Report - Summary Listing

3/31/2025

Target for March 2025 is 50%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	\$ 15,912,604	\$ -	\$ 12,612,343	\$ 3,300,261	79%
OTHER PERMITS AND FEES	\$ 5,744,539	\$ -	\$ 4,063,879	\$ 1,680,660	71%
INTERGOVERNMENTAL	\$ 3,164,348	\$ -	\$ 1,119,383	\$ 2,044,965	35%
CHARGES FOR SERVICES	\$ 7,888,773	\$ -	\$ 4,055,663	\$ 3,833,110	51%
FINES AND FORFEITURES	\$ 15,000	\$ -	\$ 41,736	\$ (26,736)	278%
MISCELLANEOUS	\$ 1,138,284	\$ -	\$ 1,624,003	\$ (485,719)	143%
**OTHER SOURCES (NON-REVENUE)	\$ 27,756,414	\$ -	\$ 11,775,956	\$ 15,980,458	42%
REVENUE TOTALS	\$ 61,619,962	\$ -	\$ 35,292,964	\$ 26,326,998	57%
EXPENSE					
SALARIES AND BENEFITS	\$ 30,930,361	\$ 1,110	\$ 12,733,343	\$ 18,195,908	41%
OPERATING EXPENDITURES	\$ 18,865,517	\$ 4,227,629	\$ 7,147,551	\$ 7,490,337	38%
CAPITAL OUTLAY	\$ 8,717,446	\$ 3,278,021	\$ 2,819,132	\$ 2,620,293	32%
GRANTS, AIDS AND OTHER	\$ 1,847,291	\$ 39,121	\$ 1,778,167	\$ 30,003	96%
NON-OPERATING USES	\$ 1,259,347	\$ -	\$ 343,035	\$ 916,312	27%
EXPENSE TOTALS	\$ 61,619,962	\$ 7,545,882	\$ 24,821,228	\$ 29,252,853	53%
REVENUE TOTALS	\$ 61,619,962	\$ -	\$ 35,292,964	\$ 26,326,998	57%
EXPENSE TOTALS	\$ 61,619,962	\$ 7,545,882	\$ 24,821,228	\$ 29,252,853	53%
	\$ -	\$ (7,545,882)	\$ 10,471,736	\$ (2,925,855)	

*Unaudited

**Fund Balance is a budgeted revenue, not actual revenue.

CITY OF COCOA, FLORIDA
REVENUE REPORT
50% OF YEAR LAPSED

ACCOUNTING PERIOD 06/2025

CITY OF COCOA, FLORIDA

FUND 001		GENERAL FUND		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		ACCOUNT DESCRIPTION		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
310		TAXES									
311		AD VALOREM									
	10 00	CURRENT TAXES		402,838	220,105.97	55	10,893,090	10,635,549.11	98	12,101,604	1,466,054.89
	20 00	DELINQUENT TAXES		250	98.22	39	1,500	441.42	29	15,000	14,558.58
	25 00	PENALTIES RE: TAXES		1,666	226.71	14	9,996	15,294.51	153	20,000	4,705.49
	30 00	TAX CERTIFICATES		16,666	.00		99,996	.00		200,000	200,000.00
311	**	AD VALOREM		421,420	220,430.90	52	11,004,582	10,651,285.04	97	12,336,604	1,685,318.96
312		SALES USE AND FUEL TAXES									
	41 00	LOCAL OPTION GAS TAX 6 CT		54,166	47,876.21	88	324,996	229,097.60	71	650,000	420,902.40
312	**	SALES USE AND FUEL TAXES		54,166	47,876.21	88	324,996	229,097.60	71	650,000	420,902.40
314		UTILITY SERVICE TAX									
	10 00	ELECTRICITY		137,500	187,683.93	137	825,000	973,425.76	118	1,650,000	676,574.24
	30 00	WATER-COCOA		33,333	39,698.59	119	199,998	244,482.22	122	400,000	155,517.78
	40 00	GAS		4,583	9,049.19	198	27,498	31,933.13	116	55,000	23,066.87
	80 00	PROPANE		2,000	1,922.47	96	12,000	13,018.28	109	24,000	10,981.72
314	**	UTILITY SERVICE TAX		177,416	238,354.18	134	1,064,496	1,262,859.39	119	2,129,000	866,140.61
315		COMMUNICATION SERVICE TAX									
	00 00	COMMUNICATION SERVICE TAX		54,166	55,968.53	103	324,996	351,464.14	108	650,000	298,535.86
315	**	COMMUNICATION SERVICE TAX		54,166	55,968.53	103	324,996	351,464.14	108	650,000	298,535.86
316		LOCAL BUSINESS TAX									
	00 00	LOCAL BUSINESS TAX		4,729	5,208.22	110	118,628	117,636.72	99	147,000	29,363.28
316	**	LOCAL BUSINESS TAX		4,729	5,208.22	110	118,628	117,636.72	99	147,000	29,363.28
310	***	TAXES		711,897	567,838.04		12,837,698	12,612,342.89		15,912,604	3,300,261.11
320		OTHER PERMITS & FEES									
322		BUILDING PERMITS									
	10 00	TRAINING SURCHARGE		0	.00		0	.00		0	.00
322	**	BUILDING PERMITS		0	.00		0	.00		0	.00
323		FRANCHISE FEES									
	10 00	ELECTRICITY		108,333	137,209.34	127	649,998	577,846.23	89	1,300,000	722,153.77
	40 00	GAS		7,083	13,032.58	184	42,498	48,094.00	113	85,000	36,906.00
	70 00	SOLID WASTE		25,000	27,498.58	110	150,000	164,923.33	110	300,000	135,076.67
323	**	FRANCHISE FEES		140,416	177,740.50	127	842,496	790,863.56	94	1,685,000	894,136.44
324		IMPACT FEES									
	32 00	TRANSP IMPACT FEE-COMMRCL		0	.00		0	.00		0	.00
324	**	IMPACT FEES		0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA
REVENUE REPORT
50% OF YEAR LAPSED

ACCOUNTING PERIOD 06/2025

CITY OF COCOA, FLORIDA

FUND 001		GENERAL FUND		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		ACCOUNT DESCRIPTION		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
325		SPECIAL ASSESSMENT									
	22 01	FIRE ASSESSMENT		76,833	95,350.38	124	3,025,542	3,127,084.48	103	3,486,539	359,454.52
	22 02	F ASSMNT DELINQ TAXES		250	76.86	31	1,500	393.27	26	3,000	2,606.73
	22 03	F ASSMNT PENALTIES		416	26.54	6	2,496	123.72	5	5,000	4,876.28
	22 04	F ASSMNT TAX CERTS		11,666	.00		69,996	.00		140,000	140,000.00
	22 *	FIRE PROTECTION		89,165	95,453.78	107	3,099,534	3,127,601.47	101	3,634,539	506,937.53
325	**	SPECIAL ASSESSMENT		89,165	95,453.78	107	3,099,534	3,127,601.47	101	3,634,539	506,937.53
329		OTHER PERMITS & FEES									
	10 00	INSPECTION FEES		0	.00		0	.00		0	.00
	10 01	FIRE INSPECTION FEES		9,583	5,340.00	56	57,498	5,340.00	9	115,000	109,660.00
	10 02	FIRE INSPEC FEE-PDCS CHGS		0	7,968.00		0	7,968.00		0	7,968.00-
	10 *	INSPECTION FEES		9,583	13,308.00	139	57,498	13,308.00	23	115,000	101,692.00
	25 00	PLANNING AND ZONING		25,833	11,090.21	43	154,998	50,741.45	33	310,000	259,258.55
	25 01	PLANNING CONS FEES		0	32,810.00		0	81,365.00		0	81,365.00-
	25 *	PLANNING AND ZONING		25,833	43,900.21	170	154,998	132,106.45	85	310,000	177,893.55
329	**	OTHER PERMITS & FEES		35,416	57,208.21	162	212,496	145,414.45	68	425,000	279,585.55
320	***	OTHER PERMITS & FEES		264,997	330,402.49		4,154,526	4,063,879.48		5,744,539	1,680,659.52
330		INTERGOVERNMENTAL REVENUE									
331		FEDERAL GRANTS									
	20 19	JAG 2020-DJ-BX-0410		0	.00		0	.00		0	.00
	20 22	JAG 21-GG-01363		0	.00		0	.00		0	.00
	20 23	BULLET PROOF VEST 2021		0	.00		0	.00		0	.00
	20 24	VOCA-2022-COCOA PD-00181		0	.00		0	.00		0	.00
	20 25	JAG 2022-22-GG-02810		0	.00		0	.00		0	.00
	20 26	BULLET PROOF VEST 2022		0	.00		0	.00		0	.00
	20 27	VOCA-2023-COCOA PD-00042		0	.00		0	.00		0	.00
	20 28	JAG 2023-23-GG-03233		0	.00		0	.00		0	.00
	20 29	BULLET PROOF VEST 2023		38	.00		190	627.50-	330	416	1,043.50
	20 30	VOCA-2024-COCOA PD-00273		9,366	21,197.97	226	56,196	35,621.62	63	112,393	76,771.38
	20 31	BULLET PROOF VEST 2024		1,206	.00		6,030	.00		13,263	13,263.00
	20 32	JAG 2024-24-GG-04542		1,739	.00		5,217	.00		15,653	15,653.00
	20 33	VOCA-2025-COCOA PD-00181		0	.00		0	.00		0	.00
	20 *	PUBLIC SAFETY		12,349	21,197.97	172	67,633	34,994.12	52	141,725	106,730.88
	39 12	USDA/FOREST SVC 26866		0	.00		0	.00		0	.00
	50 01	FEDERAL DISASTER REIMB		0	.00		0	.00		0	.00
	70 02	AFRICAN AM MUSE-GR2111		0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS		12,349	21,197.97	172	67,633	34,994.12	52	141,725	106,730.88

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FUND 001		GENERAL FUND		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		ACCOUNT DESCRIPTION		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
333	90 00	PAYMENT IN LIEU OF TAXES HOUSING AUTHORITY		0	.00		0	.00		0	.00
333	**	PAYMENT IN LIEU OF TAXES		0	.00		0	.00		0	.00
334	10 15	STATE GRANT FL CYBERSECURITY		0	.00		0	.00		0	.00
	50 01	STATE DISASTER REIMB		0	.00		0	500.00		0	500.00-
	50 55	RESILIENT FL-FDEP 24PLN48		6,944	.00		30,476	.00		72,135	72,135.00
	50 *	ECONOMIC ENVIRONMENT		6,944	.00		30,476	500.00	2	72,135	71,635.00
	70 11	HTMOORE RESTOR-GR23HM		2,294	.00		51,298	.00		65,062	65,062.00
334	**	STATE GRANT		9,238	.00		81,774	500.00	1	137,197	136,697.00
335	12 00	STATE SHARED REVENUES STATE REVENUE SHARING		66,416	59,434.63	90	398,496	367,749.78	92	797,000	429,250.22
	12 20	8TH CNT MUNICIPAL GAS TAX		13,333	13,046.63	98	79,998	80,725.58	101	160,000	79,274.42
	12 *	STATE REVENUE SHARING		79,749	72,481.26	91	478,494	448,475.36	94	957,000	508,524.64
	14 00	MOBILE HOME LICENSES		2,083	1,107.75	53	12,498	17,519.12	140	25,000	7,480.88
	15 00	ALCOHOLIC BEVERAGE		2,083	.00		12,498	513.91	4	25,000	24,486.09
	18 00	LOCAL GOVERNMENT 1/2 CENT		116,666	108,953.17	93	699,996	576,315.67	82	1,400,000	823,684.33
	21 00	FIREFIGHTER SUPPLEMENTAL		1,333	.00		7,998	3,990.00	50	16,000	12,010.00
	29 21	POL PEN STATE CONTR		0	.00		0	.00		245,613	245,613.00
	29 22	FIRE PEN STATE CONTR		0	.00		0	.00		196,813	196,813.00
	29 *	OTHER PUBLIC SAFETY		0	.00		0	.00		442,426	442,426.00
	41 00	FUEL TAX REFUNDS		1,666	.00		9,996	37,074.94	371	20,000	17,074.94-
335	**	STATE SHARED REVENUES		203,580	182,542.18	90	1,221,480	1,083,889.00	89	2,885,426	1,801,537.00
337	30 21	GRANTS FROM LOCAL UNITS FIND BV-C0-23-159 WTRF P1		0	.00		0	.00		0	.00
	60 00	HUMAN SERVICES		0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS		0	.00		0	.00		0	.00
338	10 06	SHARED REVENUE LOCAL UNIT SR524 Widening		0	.00		0	.00		0	.00
338	**	SHARED REVENUE LOCAL UNIT		0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE		225,167	203,740.15		1,370,887	1,119,383.12		3,164,348	2,044,964.88
340		CHARGES FOR SERVICES									
341		GENERAL GOVERNMENT									

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FUND 001 GENERAL FUND		***** CURRENT *****			***** YEAR-TO-DATE *****			ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
30 00	ADMINISTRATIVE FEES	0	.00		0	1,180.00		0	1,180.00-
31 00	ADMIN FEES STORMWATER	0	.00		0	.00		0	.00
40 00	CERTIFY/COPY/SEARCH	7,750	9,636.36	124	46,500	42,172.34	91	93,000	50,827.66
90 12	PASSPORT EXECUTION FEES	250	245.00	98	1,500	1,085.00	72	3,000	1,915.00
341	** GENERAL GOVERNMENT	8,000	9,881.36	124	48,000	44,437.34	93	96,000	51,562.66
342	PUBLIC SAFETY								
10 00	SVC CHG - LAW ENF SERVICE	10,000	9,150.00	92	60,000	74,717.50	125	120,000	45,282.50
10 02	SCHOOL RES OFFICER	24,000	.00		144,000	144,000.00	100	288,000	144,000.00
10 *	SVC CHG - LAW ENF SERVICE	34,000	9,150.00	27	204,000	218,717.50	107	408,000	189,282.50
20 00	SVC CHG - FIRE PROTECTION	2,500	50.00	2	15,000	12,577.50	84	30,000	17,422.50
90 00	OTHER PUBLIC SAFETY	83	.00		498	.00		1,000	1,000.00
90 01	FALSE ALARM FEES	625	.00		3,750	2,520.00	67	7,500	4,980.00
90 *	OTHER PUBLIC SAFETY	708	.00		4,248	2,520.00	59	8,500	5,980.00
342	** PUBLIC SAFETY	37,208	9,200.00	25	223,248	233,815.00	105	446,500	212,685.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	52,349	56,875.90	109	314,094	336,587.47	107	628,194	291,606.53
37 11	ROCKLEDGE	29,083	31,094.81	107	174,498	185,290.75	106	348,996	163,705.25
37 12	SUN LAKE	378	387.81	103	2,268	2,333.53	103	4,536	2,202.47
37 13	CLNY PK-M.I.UTIL CO.	191	215.45	113	1,146	1,271.41	111	2,303	1,031.59
37 16	COCOA BEACH	10,935	11,486.03	105	65,610	68,406.79	104	131,223	62,816.21
37 17	CAPE CANAVERAL	9,306	11,038.32	119	55,836	65,915.61	118	111,678	45,762.39
37 18	TITUSVILLE	418	428.08	102	2,508	2,513.83	100	5,025	2,511.17
37 *	WATER BILLING SERVICES	102,660	111,526.40	109	615,960	662,319.39	108	1,231,955	569,635.61
39 01	SERVICE CHARGES	75,000	68,711.65	92	450,000	456,183.21	101	900,000	443,816.79
39 03	ADMIN CHARGES	41,666	39,870.00	96	249,996	239,670.00	96	500,000	260,330.00
39 04	PENALTIES	60,000	50,948.92	85	360,000	382,844.23	106	720,000	337,155.77
39 05	NSF CHECKS	2,500	4,420.60	177	15,000	32,176.59	215	30,000	2,176.59-
39 13	HIGH CONSUMP CHGS	833	1,770.00	213	4,998	12,165.00	243	10,000	2,165.00-
39 *	WATER OTHER INCOME	179,999	165,721.17	92	1,079,994	1,123,039.03	104	2,160,000	1,036,960.97
41 10	SOLID WASTE	236,695	243,128.12	103	1,420,170	1,432,456.83	101	2,840,345	1,407,888.17
41 20	RECYCLING REVENUE	33,735	35,467.26	105	202,410	212,488.66	105	404,831	192,342.34
41 30	GREEN WASTE	38,327	43,760.21	114	229,962	262,165.41	114	459,933	197,767.59
41 *	GARBAGE COLLECTION	308,757	322,355.59	104	1,852,542	1,907,110.90	103	3,705,109	1,797,998.10
45 10	BILLING FEE - WASTE MGMT	0	.00		0	.00		0	.00
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00

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FUND 001		GENERAL FUND		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		ACCOUNT DESCRIPTION		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
90	01	FDOT MEDIAN MAINT		0	15,632.50		30,100	46,897.50	156	60,200	13,302.50
90	03	FDOT MNT SIGNAL/HWY LIGHT		0	.00		0	.00		130,409	130,409.00
90	*	OTHER PHYSICAL ENVIRON		0	15,632.50		30,100	46,897.50	156	190,609	143,711.50
343	**	PHYSICAL ENVIRONMENT		591,416	615,235.66	104	3,578,596	3,739,366.82	105	7,287,673	3,548,306.18
347		CULTURE/RECREATION									
20	10	GAZEBO-PAVILLION RENTAL		41	.00		246	140.00	57	500	360.00
20	11	SERVICE FEES		0	220.00		0	4,023.25		0	4,023.25-
20	*	PARKS & RECREATION		41	220.00	537	246	4,163.25	1692	500	3,663.25-
39	10	PORCHER HOUSE - REVENUES		666	1,350.00	203	3,996	9,550.00	239	8,000	1,550.00-
39	11	TENANT MAINTENANCE FEES		100	103.49	104	600	618.96	103	1,200	581.04
39	20	COCOA CIVIC CENTER		833	445.00	53	4,998	11,311.99	226	10,000	1,311.99-
39	30	RIVERFRONT PARK		666	.00		3,996	2,841.00	71	8,000	5,159.00
39	*	OTHER CULTURAL SERVICES		2,265	1,898.49	84	13,590	24,321.95	179	27,200	2,878.05
40	05	SPECIAL EVENT PERMITS		2,083	500.00	24	12,498	5,950.00	48	25,000	19,050.00
50	10	EVENT FEES		325	.00		1,950	1,350.00	69	3,900	2,550.00
50	30	ADVERTISING/SPONSORSHIPS		41	.00		246	500.00	203	500	.00
50	50	MISC FURNISHINGS		125	414.00	331	750	1,758.75	235	1,500	258.75-
50	*	SPECIAL REC FACILITIES		491	414.00	84	2,946	3,608.75	123	5,900	2,291.25
347	**	CULTURE/RECREATION		4,880	3,032.49	62	29,280	38,043.95	130	58,600	20,556.05
340	***	CHARGES FOR SERVICES		641,504	637,349.51		3,879,124	4,055,663.11		7,888,773	3,833,109.89
350		FINES AND FORFEITURES									
351		JUDGMENTS AND FINES									
90	00	OTHER		1,250	31,184.34	2495	7,500	41,735.77	557	15,000	26,735.77-
351	**	JUDGMENTS AND FINES		1,250	31,184.34	2495	7,500	41,735.77	557	15,000	26,735.77-
350	***	FINES AND FORFEITURES		1,250	31,184.34		7,500	41,735.77		15,000	26,735.77-
360		MISCELLANEOUS REVENUES									
361		INTEREST & OTHER EARNINGS									
10	00	INTEREST		12,500	2,771.40	22	75,000	27,606.46	37	150,000	122,393.54
10	02	INVESTMENT INTEREST		41,666	148,137.40	356	249,996	888,307.75	355	500,000	388,307.75-
10	10	FLORIDA PRIME INTEREST		20,833	79,560.52	382	124,998	405,344.22	324	250,000	155,344.22-
10	11	INTEREST/CBOS		0	.00		0	.00		0	.00
10	*	INTEREST		74,999	230,469.32	307	449,994	1,321,258.43	294	900,000	421,258.43-

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FUND 001 GENERAL FUND		*****		CURRENT	*****		*****	YEAR-TO-DATE	*****		ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED		ACTUAL	%REV	ESTIMATED		ACTUAL	%REV		ESTIMATE	BALANCE
30 00	NET INC/DEC FMV INVESTMNT	0		46,194.76		0		13,993.67-		0		13,993.67
35 01	AMERICAN TOWER	53		644.41	1216	318		644.41	203	645		.59
35 02	ATT CELL TWR 14386094	1,303		.00		7,818		15,643.31	200	15,644		.69
35 03	ATT CELL TOWER 382218	38		.00		228		243.53	107	463		219.47
35 04	LAMAR BILLBOARD	29		29.78	103	174		182.11	105	357		174.89
35 05	SPRINT CELL TOWER	497		.00		2,982		7,828.28	263	5,964		1,864.28-
35 06	LEASE - TMOBILE A2C0020A	14		.00		84		97.74	116	177		79.26
35 07	LEASE - TMOBILE A2C0555A	11		263.76	2398	66		263.76	400	134		129.76-
35 *	MISCELLANEOUS INTEREST	1,945		937.95	48	11,670		24,903.14	213	23,384		1,519.14-
40 00	GAIN/(LOSS) SALE INVEST	0		734.03-		0		8,886.12-		0		8,886.12
40 02	UNREALIZED GAIN/(LOSS)	0		.00		0		.00		0		.00
40 *	GAIN/(LOSS) SALE INVEST	0		734.03-		0		8,886.12-		0		8,886.12
361	** INTEREST & OTHER EARNINGS	76,944		276,868.00	360	461,664		1,323,281.78	287	923,384		399,897.78-
362	RENT AND ROYALTIES											
00 00	RENT AND ROYALTIES	108		32,751.87-	326	648		.00		1,300		1,300.00
39 01	AMERICAN TOWER	0		.00		0		.00		0		.00
39 02	ATT CELL TWR 14386094	0		.00		0		.00		0		.00
39 03	ATT CELL TOWER 382218	0		.00		0		.00		0		.00
39 04	LAMAR BILLBOARD	0		.00		0		.00		0		.00
39 05	SPRINT CELL TOWER	0		.00		0		.00		0		.00
39 06	TMOBILE CELL TWR A2C0020A	0		.00		0		.00		0		.00
39 07	TMOBILE CELL TWR A2C0555A	0		.00		0		.00		0		.00
39 10	PORCHER HOUSE-TENANTS	583		1,409.76	242	3,498		8,418.96	241	7,000		1,418.96-
39 20	CIVIC CENTER-TENANTS	658		660.00	100	3,948		3,960.00	100	7,900		3,940.00
39 *	RENTALS AND LEASES	1,241		2,069.76	167	7,446		12,378.96	166	14,900		2,521.04
362	** RENT AND ROYALTIES	1,349		30,682.11-	2274	8,094		12,378.96	153	16,200		3,821.04
364	DISPOSITION FIXED ASSETS											
00 00	DISPOSITION FIXED ASSETS	0		.00		0		50,019.55		0		50,019.55-
10 00	GAIN/(LOSS)SALE OF F/A	0		.00		0		.00		0		.00
364	** DISPOSITION FIXED ASSETS	0		.00		0		50,019.55		0		50,019.55-
365	SALE SURPLUS MTRLS &SCRAP											
00 00	SALE SURPLUS MTRLS &SCRAP	0		5,000.00		0		5,630.63		0		5,630.63-
365	** SALE SURPLUS MTRLS &SCRAP	0		5,000.00		0		5,630.63		0		5,630.63-
366	CONTRIBUTIONS & DONATIONS											
00 00	CONTRIBUTIONS & DONATIONS	0		.00		0		553.00		0		553.00-

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ACCOUNT		ACCOUNT DESCRIPTION		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
10	10	CONTRIBS FOR K-9		0	.00		0	.00		0	.00
10	14	REPLACEMENT TREES		0	.00		0	.00		0	.00
10	*	DONATIONS-PRIVATE SOURCES		0	.00		0	.00		0	.00
366	**	CONTRIBUTIONS & DONATIONS		0	.00		0	553.00		0	553.00-
368	00 00	PENSION CONTRIBUTIONS		0	.00		0	.00		0	.00
368	**	PENSION CONTRIBUTIONS		0	.00		0	.00		0	.00
369		OTHER MISC REVENUES									
90	00	OTHER MISC REVENUES		0	1,903.57		0	57,595.21		0	57,595.21-
90	02	POLICE SECURITY SERVICES		0	.00		0	.00		0	.00
90	03	CODE ENF ABATE/DEMO REV		12,583	7,243.30	58	75,498	133,199.88	176	151,000	17,800.12
90	04	MISC. POLICE REVENUES		516	308.00	60	2,096	571.81	27	5,200	4,628.19
90	05	INVESTIGATIVE COSTS REIM		3,333	10,869.98	326	19,998	21,926.61	110	40,000	18,073.39
90	09	PROPERTY REGISTRATION		166	200.00	121	996	1,800.00	181	2,000	200.00
90	12	LEISURE SVCS -CANCEL FEES		41	.00		246	210.00	85	500	290.00
90	*	OTHER MISC REVENUES		16,639	20,524.85	123	98,834	215,303.51	218	198,700	16,603.51-
96	00	INSURANCE REFUND/PROCEEDS		0	.00		0	16,835.48		0	16,835.48-
369	**	OTHER MISC REVENUES		16,639	20,524.85	123	98,834	232,138.99	235	198,700	33,438.99-
360	***	MISCELLANEOUS REVENUES		94,932	271,710.74		568,592	1,624,002.91		1,138,284	485,718.91-
380		OTHER SOURCES(NON-REV)									
381		INTERFUND TRANSFER									
91	03	TRF FROM CDBG (103)		0	.00		0	.00		0	.00
91	10	TRF FROM COCOA CRA (110)		18,493	18,500.00	100	111,031	111,000.00	100	222,000	111,000.00
91	11	TRF FROM DIAMOND SQ (111)		0	.00		0	.00		0	.00
91	14	TRF FROM ARPA (130)		1,991	.00		1,991	13,933.81	700	13,934	.19
91	20	TRF FROM DBT SVC (201)		0	.00		0	.00		0	.00
91	21	TRF FROM W/S FUND (421)		0	.00		0	.00		0	.00
91	23	TRF FROM STORMWATER (423)		0	.00		0	.00		0	.00
91	25	TRF FROM W/S REST (425)		0	.00		0	.00		0	.00
91	26	TRF FROM W/S 2018B (426)		0	.00		0	.00		0	.00
91	30	TRF FROM CAP PROJ (301)		0	.00		0	.00		0	.00
91	31	TRF FROM FISKE BV (303)		0	.00		0	.00		0	.00
91	41	TRF FROM CONFISC (141)		0	.00		0	.00		0	.00
91	*	TRANSFER FROM		20,484	18,500.00	90	113,022	124,933.81	111	235,934	111,000.19
94	21	TRANS FR 421 OH ALLOC		697,361	697,361.67	100	4,184,166	4,184,170.02	100	8,368,340	4,184,169.98
94	23	TRANS FR 423 OH ALLOC		27,344	27,344.00	100	164,064	164,064.00	100	328,128	164,064.00
94	*	INTERFUND TRANSFER		724,705	724,705.67	100	4,348,230	4,348,234.02	100	8,696,468	4,348,233.98
381	**	INTERFUND TRANSFER		745,189	743,205.67	100	4,461,252	4,473,167.83	100	8,932,402	4,451,280.17

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382		CONTRIBUTIONS ENTERPRISE									
40 00		CONTRIBUTIONS (ROI)		654,056	654,056.92	100	3,924,336	3,924,341.52	100	7,848,683	3,924,341.48
40 01		6% PILOFF		147,241	147,241.17	100	883,446	883,447.02	100	1,766,894	883,446.98
40 *		CONTRIBUTIONS (ROI)		801,297	801,298.09	100	4,807,782	4,807,788.54	100	9,615,577	4,807,788.46
382	**	CONTRIBUTIONS ENTERPRISE		801,297	801,298.09	100	4,807,782	4,807,788.54	100	9,615,577	4,807,788.46
383		INSTLMT PURCH/CAP LEASE									
10 33		POSTAGE MACHINE		0	.00		0	.00		0	.00
383	**	INSTLMT PURCH/CAP LEASE		0	.00		0	.00		0	.00
384		DEBT PROCEEDS									
00 00		DEBT PROCEEDS		214,038	.00		1,210,765	2,495,000.00	206	2,495,000	.00
384	**	DEBT PROCEEDS		214,038	.00		1,210,765	2,495,000.00	206	2,495,000	.00
389		NON OPERATING SOURCES									
90 00		NON OPERATING SOURCES		24,168-	.00		145,816	.00		800	800.00
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		615,703	.00		3,018,415	.00		6,712,635	6,712,635.00
99 *		BALANCE FORWARD		615,703	.00		3,018,415	.00		6,712,635	6,712,635.00
389	**	NON OPERATING SOURCES		591,535	.00		3,164,231	.00		6,713,435	6,713,435.00
380	***	OTHER SOURCES(NON-REV)		2,352,059	1,544,503.76		13,644,030	11,775,956.37		27,756,414	15,980,457.63
FUND TOTAL		GENERAL FUND		4,291,806	3,586,729.03		36,462,357	35,292,963.65		61,619,962	26,326,998.35
GRAND TOTAL				4,291,806	3,586,729.03		36,462,357	35,292,963.65		61,619,962	26,326,998.35

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
11-00	EXECUTIVE SALARIES	92142	73430.64	80	552852	444563.12	80	.00	1105763	661199.88	40
11 **	EXECUTIVE SALARIES	92142	73430.64	80	552852	444563.12	80	.00	1105763	661199.88	40
12-00	REGULAR SALARIES & WAGES	1285038	995880.15	78	7678042	6114948.39	80	.00	15388391	9273442.61	40
12-06	SALARIES/CONTRACTUAL	9583	10391.00	108	57498	73906.46	129	.00	115000	41093.54	64
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	11303	13978.90	124	56462	85820.53	152	.00	124306	38485.47	69
12 **	REGULAR SALARIES & WAGES	1305924	1020250.05	78	7792002	6274675.38	81	.00	15627697	9353021.62	40
13-00	OTHER SALARIES & WAGES	101883	90426.95	89	586299	561875.68	96	.00	1197652	635776.32	47
13 **	OTHER SALARIES & WAGES	101883	90426.95	89	586299	561875.68	96	.00	1197652	635776.32	47
14-00	OVERTIME	60056	76704.64	128	355008	420401.83	118	.00	715456	295054.17	59
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	60056	76704.64	128	355008	420401.83	118	.00	715456	295054.17	59
15-00	SPECIAL PAY	27068	42928.74	159	162408	222873.06	137	.00	324843	101969.94	69
15 **	SPECIAL PAY	27068	42928.74	159	162408	222873.06	137	.00	324843	101969.94	69
20-00	CLOTHING/SHOE ALLOWANCE	2759	3221.88	117	15330	12398.84	81	.00	31897	19498.16	39
20 **	CLOTHING/SHOE ALLOWANCE	2759	3221.88	117	15330	12398.84	81	.00	31897	19498.16	39
21-00	FICA TAXES	112884	98553.85	87	672804	599076.07	89	.00	1350247	751170.93	44
21 **	FICA TAXES	112884	98553.85	87	672804	599076.07	89	.00	1350247	751170.93	44
22-00	RETIREMENT CONTRIBUTIONS	123918	101264.95	82	742983	621474.39	84	.00	1486611	865136.61	42
22-01	FIRE PENSION	235216	207932.36	88	1409121	1369955.58	97	.00	2820431	1450475.42	49
22-02	STATE CONTRIBUTIONS	36868	.00	0	221208	.00	0	.00	442426	442426.00	0
22-03	NON-FRS RETIREMENT PLAN	3178	2911.10	92	19047	17776.93	93	.00	38130	20353.07	47
22 **	RETIREMENT CONTRIBUTIONS	399180	312108.41	78	2392359	2009206.90	84	.00	4787598	2778391.10	42
23-00	INSURANCES	4309	3295.79	77	25827	17964.53	70	.00	51780	33815.47	35

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
23-02	MEDICARE PART B	38256	63509.80	166	229536	254190.52	111	1110.00	459072	203771.48	56
23-04	MEDICAL	306365	257485.04	84	1844238	1405283.39	76	.00	3682569	2277285.61	38
23-05	HEALTH GF RETIREES 50%	4969	5362.94	108	29814	30227.48	101	.00	59630	29402.52	51
23-06	HEALTH GF RETIREES 100%	20872	17551.44	84	125232	103497.02	83	.00	250467	146969.98	41
23-07	DENTAL INSURANCE	13731	12330.16	90	82314	67431.03	82	.00	164850	97418.97	41
23-08	VISION INSURANCE	2440	2210.36	91	14628	12151.31	83	.00	29427	17275.69	41
23-09	LONG TERM DISABILITY	4173	3536.00	85	25011	19333.56	77	.00	50182	30848.44	39
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	395115	365281.53	92	2376600	1910078.84	80	1110.00	4747977	2836788.16	40
24-00	WORKER'S COMPENSATION	65438	29236.40	45	392517	177881.28	45	.00	785310	607428.72	23
24 **	WORKER'S COMPENSATION	65438	29236.40	45	392517	177881.28	45	.00	785310	607428.72	23
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	4998	.00	0	.00	10000	10000.00	0
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	4998	.00	0	.00	10000	10000.00	0
27-00	BENEFIT OFFSET	20493	18965.16	93	122958	100312.27	82	.00	245921	145608.73	41
27 **	BENEFIT OFFSET	20493	18965.16	93	122958	100312.27	82	.00	245921	145608.73	41
28-00	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
28 **	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
31-00	PROFESSIONAL SERVICES	74141	35095.67	47	335881	184960.65	55	293245.14	780763	302557.21	61
31-01	LEGAL EXPENSES	42876	30018.21	70	257256	151773.49	59	356026.91	514518	6717.60	99
31-02	MEDICAL SERVICES	4991	690.40	14	29946	4511.00	15	50494.00	59895	4890.00	92
31-03	ENGINEERING SERVICES	727	.00	0	2181	.00	0	6540.00	6540	.00	100
31-05	EMS 1ST RESPONDER	1724	.00	0	10344	19915.89	193	.00	20690	774.11	96
31-11	USDA MANAGE FOREST GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-15	AFRICAN AM MUSE-GR2111	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
31-16 HTMOORE RESTOR-GR23HM		382	.00	0	1910	3403.50	178	.00	4204	800.50	81
31-17 RESILIENT FL-FDEP 24PLN48		6944	.00	0	30476	47851.10	157	12929.72	72135	11354.18	84
31-33 EMPLOYEE HEALTH CENTER		34768	58857.97	169	208608	188315.60	90	228905.40	417221	.00	100
31 ** PROFESSIONAL SERVICES		166553	124662.25	75	876602	600731.23	69	948141.17	1875966	327093.60	83
32-00 ACCOUNTING & AUDITING		11860	.00	0	65633	.00	0	60800.00	136800	76000.00	44
32 ** ACCOUNTING & AUDITING		11860	.00	0	65633	.00	0	60800.00	136800	76000.00	44
34-00 CONTRACT SERVICES		148888	133000.43	89	888981	702002.38	79	726217.58	1782426	354206.04	80
34-03 CUSTOMER SERVICE CONTRACT		285320	287430.98	101	1711920	1414106.19	83	.00	3423844	2009737.81	41
34-07 JANITORIAL CONTRACT SVS		0	.00	0	0	.00	0	.00	0	.00	0
34-09 MOWING CONTRACTS		36909	29442.65	80	220545	176445.90	80	244712.64	442000	20841.46	95
34-23 JAG 2022-22-GG-02810		0	.00	0	0	.00	0	.00	0	.00	0
34 ** CONTRACT SERVICES		471117	449874.06	96	2821446	2292554.47	81	970930.22	5648270	2384785.31	58
39-00 CONTINGENCY		30377	.00	0	171147	.00	0	.00	353406	353406.00	0
39-01 CONTINGENCY - FY21		20388	.00	0	122334	.00	0	.00	0	.00	0
39-02 CONTINGENCY - FY22		78684	.00	0	367902	.00	0	.00	840000	840000.00	0
39-15 WAGE AND SALARY		0	.00	0	0	.00	0	.00	0	.00	0
39-20 FUEL, OIL & LUBRICANTS		0	.00	0	0	.00	0	.00	0	.00	0
39 ** CONTINGENCY		88673	.00	0	661383	.00	0	.00	1193406	1193406.00	0
40-00 TRAVEL & PER DIEM		6974	3484.02	50	43411	11229.67	26	35.00	85313	74048.33	13
40-01 CAR ALLOWANCE		0	.00	0	0	.00	0	.00	0	.00	0
40-22 JAG-21-GG-01363		0	.00	0	0	.00	0	.00	0	.00	0
40-23 VOCA-2023-COCOA PD-00042		0	.00	0	0	.00	0	.00	0	.00	0
40 ** TRAVEL & PER DIEM		6974	3484.02	50	43411	11229.67	26	35.00	85313	74048.33	13
41-00 COMMUNICATION		26165	22186.86	85	154717	95648.78	62	210780.84	311736	5306.38	98
41-35 VOCA-2022-COCOA PD-00181		0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
41 **	COMMUNICATION	26165	22186.86	85	154717	95648.78	62	210780.84	311736	5306.38	98
42-00	POSTAGE & FREIGHT	47915	47762.96	100	287822	231209.06	80	309288.06	575435	34937.88	94
42 **	POSTAGE & FREIGHT	47915	47762.96	100	287822	231209.06	80	309288.06	575435	34937.88	94
43-00	ELECTRIC/WATER/SEWER	80971	61404.31	76	485826	320784.69	66	538752.96	971681	112143.35	89
43 **	ELECTRIC/WATER/SEWER	80971	61404.31	76	485826	320784.69	66	538752.96	971681	112143.35	89
44-00	RENTALS AND LEASES	5341	2769.70	52	31319	24416.20	78	32131.80	63398	6850.00	89
44 **	RENTALS AND LEASES	5341	2769.70	52	31319	24416.20	78	32131.80	63398	6850.00	89
45-00	INSURANCE	74255	219461.43	296	445530	674951.59	152	.00	891070	216118.41	76
45 **	INSURANCE	74255	219461.43	296	445530	674951.59	152	.00	891070	216118.41	76
46-00	REPAIRS & MAINTENANCE	115540	36350.83	32	678633	413905.30	61	260308.55	1371910	697696.15	49
46-02	REPAIR/MAINT BUILDING	58966	14056.20	24	359925	175800.77	49	95545.78	713731	442384.45	38
46-03	REPAIR/MAINT-VEHICLES	39556	65167.71	165	237138	185177.42	78	28884.05	474542	260480.53	45
46-04	HTMOORE RESTOR-GR23HM	11206	.00	0	58682	114259.63	195	.00	125920	11660.37	91
46-05	HYDRANT FEES	22515	22163.66	98	135090	132981.96	98	.00	270189	137207.04	49
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	247783	137738.40	56	1469468	1022125.08	70	384738.38	2956292	1549428.54	48
47-00	PRINTING & BINDING	15032	7909.56	53	90224	58618.65	65	95066.95	180479	26793.40	85
47 **	PRINTING & BINDING	15032	7909.56	53	90224	58618.65	65	95066.95	180479	26793.40	85
48-00	PROMOTIONAL ACTIVITIES	6110	3770.09	62	36630	20162.73	55	2100.00	73315	51052.27	30
48-01	JAG 24-GG-04542	184	.00	0	552	.00	0	.00	1653	1653.00	0
48-11	BUSINESS ASSIST. PROGRAM	41	.00	0	246	105.42	43	.00	500	394.58	21
48 **	PROMOTIONAL ACTIVITIES	6335	3770.09	60	37428	20268.15	54	2100.00	75468	53099.85	30
49-00	OTHER CHARGES & OBLIG.	28041	1364.93	5	156606	87282.52	56	165908.10	324964	71773.38	78
49-02	ADVERTISING	116	.00	0	696	99.89	14	.00	1400	1300.11	7
49-06	BROWNFIELD PROG CITY COST	416	.00	0	2496	.00	0	.00	5000	5000.00	0

DETAIL BUDGET REPORT SUMMARY BY OBJECT
50% OF YEAR LAPSED
WITHOUT FIXED CHARGES

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
49-07	BAD DEBT EXPENSE	0	4427.81-	0	0	16662.64-	0	.00	0	16662.64	0
49-08	CASH OVER/SHORT	0	8.76	0	0	369.88	0	.00	0	369.88-	0
49-21	PD INVESTIGATIVE FUNDS	2083	.00	0	12498	930.00	7	.00	25000	24070.00	4
49-23	COM CRIME PREV (SPOT)	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	30656	3054.12-	10-	172296	72019.65	42	165908.10	356364	118436.25	67
51-00	OFFICE SUPPLIES	4201	968.36	23	25682	8536.19	33	.00	51018	42481.81	17
51-39	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
51 **	OFFICE SUPPLIES	4201	968.36	23	25682	8536.19	33	.00	51018	42481.81	17
52-00	OPERATING SUPPLIES	110702	112174.43	101	664840	836494.47	126	141545.65	1329171	351130.88	74
52-02	UNIFORMS-PURCHASED	7682	3746.79	49	52890	21817.32	41	32798.73	99025	44408.95	55
52-05	EMS 1st RESP-CONSUM SUPP	6874	9720.12	141	40809	32824.49	80	7560.75	82054	41668.76	49
52-07	JANITORIAL SUPPLIES	4483	2889.34	65	26898	16766.89	62	.00	53830	37063.11	31
52-10	HEATING FUEL	474	552.35	117	2844	2435.65	86	3252.03	5688	.32	100
52-22	BULLET PROOF V 2020	0	.00	0	0	.00	0	.00	0	.00	0
52-23	BULLET PROOF VEST 2021	0	.00	0	0	.00	0	.00	0	.00	0
52-26	BULLET PROOF VEST 2022	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	31829	16848.61	53	191530	95765.30	50	.00	382580	286814.70	25
52-33	EMPLOYEE HEALTH CENTER	15729	27905.22	177	94374	65501.55	69	123248.45	188750	.00	100
52-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
52-36	FIREHOUSE SUBS - E-BIKES	0	.00	0	0	.00	0	.00	0	.00	0
52-37	JAG 23-GG-03233	0	.00	0	0	.00	0	.00	0	.00	0
52-38	BULLET PROOF VEST 2023	38	.00	0	190	415.92	219	.00	416	.08	100
52-39	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
52-40	BULLET PROOF VEST 2024	2412	.00	0	12060	11514.08	96	15011.92	26526	.00	100

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
52 **	OPERATING SUPPLIES	180223	173836.86	97	1086435	1083535.67	100	323417.53	2168040	761086.80	65
53-00	ROAD MATERIALS/SUPPLIES	4056	3066.68	76	24336	10186.17	42	102.67	48675	38386.16	21
53 **	ROAD MATERIALS/SUPPLIES	4056	3066.68	76	24336	10186.17	42	102.67	48675	38386.16	21
54-00	MEMBERSHIP/PUBLICATIONS	5577	2855.00	51	34841	19857.29	57	.00	68475	48617.71	29
54 **	MEMBERSHIP/PUBLICATIONS	5577	2855.00	51	34841	19857.29	57	.00	68475	48617.71	29
55-00	TRAINING	15459	4947.00	32	92316	51695.17	56	33732.72	185181	99753.11	46
55-01	EDA PROGRAM	833	.00	0	4998	1565.53	31	2258.00	10000	6176.47	38
55-02	P/F HS RECRUITMENT	863	.00	0	4315	.00	0	9497.42	9497	.42-	100
55-22	JAG 21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
55-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
55-36	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	17155	4947.00	29	101629	53260.70	52	45488.14	204678	105929.16	48
56-15	IT-RELATED OPERATING EXP	82986	19094.63	23	504946	547617.41	109	139947.29	1002953	315388.30	69
56-16	FL CYBERSECURITY	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	82986	19094.63	23	504946	547617.41	109	139947.29	1002953	315388.30	69
57-99	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
57 **	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58 **	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	24138	.00	0	96552	.00	0	.00	241379	241379.00	0
61 **	LAND	24138	.00	0	96552	.00	0	.00	241379	241379.00	0
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

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	127516	1166.66	1	726973	14653.52	2	669576.02	1492071	807841.46	46
63-07	IMPROVE OTHER THAN BLDG	182186	.00	0	867610	1084943.95	125	474421.27	1960726	401360.78	80
63-13	FIND BV-CO-20-146 BT RAMP	0	.00	0	0	.00	0	.00	0	.00	0
63-14	FIND BV-CO-20-147 DREDGIN	0	.00	0	0	.00	0	.00	0	.00	0
63-15	FIND BV-CO-21-152 DRGP II	0	.00	0	0	.00	0	.00	0	.00	0
63-16	FIND BV-CO-21-151 BT PII	0	.00	0	0	.00	0	.00	0	.00	0
63-17	FIND BV-CO-23-159 WTRF P1	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	309702	1166.66	0	1594583	1099597.47	69	1143997.29	3452797	1209202.24	65
64-00	MACHINERY & EQUIPMENT	377395	316269.09	84	2401675	1702213.99	71	2134024.05	4666060	829821.96	82
64-15	IT HARDWARE	36400	.00	0	138816	17320.65	13	.00	357210	339889.35	5
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64-34	LEASED POSTAGE METER	0	.00	0	0	.00	0	.00	0	.00	0
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	413795	316269.09	76	2540491	1719534.64	68	2134024.05	5023270	1169711.31	77
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
71-30	LEASE - COPIERS	4293	4292.67	100	25758	25730.54	100	25791.76	51523	.70	100
71-33	LEASED POSTAGE METER	372	1120.57	301	2232	2222.74	100	2270.66	4475	18.40	100
71-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
71-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
71-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
71-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-64	SBITA - VECTOR TGT SOL	0	.00	0	0	.00	0	.00	0	.00	0

DETAIL BUDGET REPORT SUMMARY BY OBJECT
50% OF YEAR LAPSED
WITHOUT FIXED CHARGES

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
71-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-67	SBITA - SOCRATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0
71-69	SBITA - SAMSARA	2240	8130.11	363	13440	16195.39	121	10690.73	26887	.88	100
71-70	SBITA - DEBTBOOK	0	.00	0	0	.00	0	.00	0	.00	0
71-72	SBITA - BRIGHTLY ASSET	3262	22830.13	700	3262	22830.13	700	1.77	22831	.90-	100
71 **	DEBT SERVICE - PRINCIPAL	10167	36373.48	358	44692	66978.80	150	38754.92	105716	17.72-	100
72-30	LEASE - COPIERS	14	15.33	110	84	117.46	140	56.24	175	1.30	99
72-33	LEASED POSTAGE METER	45	134.39	299	270	287.18	106	239.42	545	18.40	97
72-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
72-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
72-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
72-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-64	SBITA - VECTOR TRGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
72-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-67	SBITA - SCORATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0
72-69	SBITA - SAMSARA	32	129.20	404	192	323.22	168	70.50	394	.28	100
72-72	SBITA - BRIGHTLY ASSET	204	1426.00	699	204	1426.00	699	.00	1426	.00	100
72 **	DEBT SERVICE - INTEREST	295	1704.92	578	750	2153.86	287	366.16	2540	19.98	99
73-00	OTHER DEBT SERVICE COSTS	3357	.00	0	10071	30213.37	300	.00	30214	.63	100
73 **	OTHER DEBT SERVICE COSTS	3357	.00	0	10071	30213.37	300	.00	30214	.63	100
81-00	AIDS TO GOVT AGENCY	139485	.00	0	836910	1673821.00	200	.00	1673821	.00	100

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
81 **	AIDS TO GOVT AGENCY	139485	.00	0	836910	1673821.00	200	.00	1673821	.00	100
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	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	0	.00	0	0	.00	0	.00	0	.00	0
83-11	UPSTART COCOA PROGRAM	3541	.00	0	13746	5000.00	36	.00	35000	30000.00	14
83 **	OTHER GRANTS & AIDS	3541	.00	0	13746	5000.00	36	.00	35000	30000.00	14
91-03	TO CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	TO HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	TO BLDG PERM(107)	0	.00	0	0	.00	0	.00	0	.00	0
91-08	TO SEC 108 LOAN (108)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	TO COCOA CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	TO DIAMOND SQ (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	TO US 1 CRA (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TO GF DEBT SVC (201)	99579	89368.76	90	661866	343034.56	52	.00	1259347	916312.44	27
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRCTD ASSET (425)	0	.00	0	0	.00	0	.00	0	.00	0
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-32	TO RVRFRNT/LWP (302)	0	.00	0	0	.00	0	.00	0	.00	0
91-33	TO FISKE CAP PROJ (303)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	99579	89368.76	90	661866	343034.56	52	.00	1259347	916312.44	27

FUND 001 GENERAL FUND		FUND	*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION		BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

FUND 001	TOTAL	*****										
	GENERAL FUND		5161662	3858729.21	75	30646770	24821227.62	81	7545881.53	61619962	29252852.85	53
GRAND	TOTAL	*****										
			5161662	3858729.21	75	30646770	24821227.62	81	7545881.53	61619962	29252852.85	53



FY 2025 Budget by Classification Report - Summary Listing

3/31/2025

Target for March 2025 is 50%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	\$ 79,722,196	\$ -	\$ 38,744,939	\$ 40,977,257	49%
INTERGOVERNMENTAL/GRANTS	\$ -	\$ -	\$ -	\$ -	0%
MISCELLANEOUS	\$ 537,128	\$ -	\$ 817,800	\$ (280,672)	152%
*OTHER SOURCES (NON-REVENUE)	\$ 8,914,087	\$ -	\$ -	\$ 8,914,087	0%
REVENUE TOTALS	\$ 89,173,411	\$ -	\$ 39,562,739	\$ 49,610,672	44%
EXPENSE					
SALARIES AND BENEFITS	\$ 21,442,558	\$ -	\$ 8,313,554	\$ 13,129,004	39%
OPERATING EXPENDITURES	\$ 27,563,056	\$ 10,554,618	\$ 9,116,396	\$ 7,892,042	33%
CAPITAL OUTLAY	\$ 2,404,409	\$ 1,056,477	\$ 484,763	\$ 863,169	20%
GRANTS, AIDS AND OTHER	\$ 471,406	\$ 266,560	\$ 202,370	\$ 2,476	43%
NON-OPERATING USES	\$ 37,291,982	\$ -	\$ 25,380,735	\$ 11,911,247	68%
EXPENSE TOTALS	\$ 89,173,411	\$ 11,877,654	\$ 43,497,817	\$ 33,797,939	62%
REVENUE TOTALS	\$ 89,173,411	\$ -	\$ 39,562,739	\$ 49,610,672	44%
EXPENSE TOTALS	\$ 89,173,411	\$ 11,877,654	\$ 43,497,817	\$ 33,797,939	62%
**	\$ -	\$ (11,877,654)	\$ (3,935,079)	\$ 15,812,733	

*Fund Balance is a budgeted revenue, not actual revenue.

**Unaudited

CITY OF COCOA, FLORIDA
REVENUE REPORT
50% OF YEAR LAPSED

ACCOUNTING PERIOD 06/2025

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND		ACCOUNT	*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
	30 02	FDEM H0477 LS#1	0	.00		0	.00		0	.00
	50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
	50 01	STATE DISASTER REIMB	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	.00		0	.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
	30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	31 00	WATER SALES	5,561,481	5,251,980.50	94	33,368,886	31,790,327.36	95	66,737,780	34,947,452.64
	33 00	WATER CONNECTION FEE	47,267	67,683.18	143	283,602	418,261.42	148	567,211	148,949.58
	36 00	WATER HYDRANT FEES	340,513	365,456.81	107	2,043,078	2,188,287.04	107	4,086,156	1,897,868.96
	39 06	HYDRANT RESID FLOW TEST	141	1,050.00	745	846	6,150.00	727	1,696	4,454.00-
	39 07	BACKFLOW DEVICE TEST	12,808	21,792.11	170	76,848	120,697.62	157	153,700	33,002.38
	39 08	JUMPER METERS	61	400.00	656	366	800.00	219	742	58.00-
	39 09	PLAN REVIEW/CONST INSPECT	1,060	3,750.00	354	6,360	32,250.00	507	12,720	19,530.00-
	39 10	BACKFLOW PRV/RLCT TEMP	44	105.42	240	264	1,257.52	476	530	727.52-
	39 *	WATER OTHER INCOME	14,114	27,097.53	192	84,684	161,155.14	190	169,388	8,232.86
	51 00	SEWER SALES	642,330	631,968.87	98	3,853,980	3,958,805.51	103	7,707,960	3,749,154.49
	51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	51 *	SEWER SALES	642,330	631,968.87	98	3,853,980	3,958,805.51	103	7,707,960	3,749,154.49
	53 02	SEWER CONN INDIAN HILLS	0	.00		0	.00		0	.00
	59 01	GREASE TRAP PERMITS	547	866.25	158	3,282	4,961.59	151	6,572	1,610.41
	60 00	REUSE WATER SALES	36,642	35,453.44	97	219,852	217,474.69	99	439,709	222,234.31
	60 01	REUSE WATER INSTALLATION	618	602.00	97	3,708	5,666.00	153	7,420	1,754.00
	60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	60 *	REUSE WATER SALES	37,260	36,055.44	97	223,560	223,140.69	100	447,129	223,988.31
	90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343	**	PHYSICAL ENVIRONMENT	6,643,512	6,381,108.58	96	39,861,072	38,744,938.75	97	79,722,196	40,977,257.25
340	***	CHARGES FOR SERVICES	6,643,512	6,381,108.58		39,861,072	38,744,938.75		79,722,196	40,977,257.25

CITY OF COCOA, FLORIDA
REVENUE REPORT
50% OF YEAR LAPSED

ACCOUNTING PERIOD 06/2025

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND		ACCOUNT	*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
	10 00	INTEREST	0	5,750.83		0	26,110.13		0	26,110.13-
	10 02	INVESTMENT INTEREST	40,078	77,602.26	194	240,468	409,593.98	170	480,943	71,349.02
	10 10	FLORIDA PRIME INTEREST	0	47,169.43		0	340,774.32		0	340,774.32-
	10 11	INTEREST/CBOS	0	.00		0	.00		0	.00
	10 *	INTEREST	40,078	130,522.52	326	240,468	776,478.43	323	480,943	295,535.43-
	30 00	NET INC/DEC FMV INVESTMNT	0	253,846.44		0	68,373.88-		0	68,373.88
	40 00	GAIN/(LOSS) SALE INVEST	0	8,093.13-		0	49,433.43-		0	49,433.43
	40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
	40 *	GAIN/(LOSS) SALE INVEST	0	8,093.13-		0	49,433.43-		0	49,433.43
361	**	INTEREST & OTHER EARNINGS	40,078	376,275.83	939	240,468	658,671.12	274	480,943	177,728.12-
362	00 00	RENT AND ROYALTIES								
		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	00 00	DISPOSITION FIXED ASSETS								
		DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
	10 00	GAIN/(LOSS)SALE OF F/A	0	2,057.12		0	9,433.36		0	9,433.36-
364	**	DISPOSITION FIXED ASSETS	0	2,057.12		0	9,433.36		0	9,433.36-
365	00 00	SALE SURPLUS MTRLS &SCRAP								
		SALE SURPLUS MTRLS &SCRAP	265	.00		1,590	1,986.86	125	3,180	1,193.14
365	**	SALE SURPLUS MTRLS &SCRAP	265	.00		1,590	1,986.86	125	3,180	1,193.14
369	90 00	OTHER MISC REVENUES								
		OTHER MISC REVENUES	4,308	36,991.10	859	25,848	68,170.23	264	51,705	16,465.23-
	90 06	SETTLEMENTS	0	.00		0	.00		0	.00
	90 *	OTHER MISC REVENUES	4,308	36,991.10	859	25,848	68,170.23	264	51,705	16,465.23-
	96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	78,238.24		0	78,238.24-
369	**	OTHER MISC REVENUES	4,308	36,991.10	859	25,848	146,408.47	566	51,705	94,703.47-
360	***	MISCELLANEOUS REVENUES	44,759	415,324.05		268,554	817,799.81		537,128	280,671.81-
380		OTHER SOURCES(NON-REV)								
381	91 01	INTERFUND TRANSFER								
		GENERAL FUND (001)	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA
REVENUE REPORT
50% OF YEAR LAPSED

ACCOUNTING PERIOD 06/2025

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND										
ACCOUNT		ACCOUNT DESCRIPTION	***** ESTIMATED	CURRENT ACTUAL	***** %REV	***** ESTIMATED	YEAR-TO-DATE ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
91	24	RENEW & REPLACE (424)	0	.00		0	.00		0	.00
91	25	TRF FROM W/S REST (425)	0	.00		0	.00		0	.00
91	26	TRF FROM W/S 2018B (426)	0	.00		0	.00		0	.00
91	27	TRF FROM W/S RESRVS (425)	0	.00		0	.00		0	.00
91	42	W/S IMPACT FEE (422)	0	.00		0	.00		0	.00
91	52	TRF FROM WORK COMP (520)	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	10 00	INSTLMT PURCH/CAP LEASE LEASE PROCEEDS	0	.00		0	.00		0	.00
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
	30 01	SRF LOAN PROCEEDS	0	.00		0	.00		0	.00
	85 00	CAP CONTRIB PRIVATE SRCS	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	774,105	.00		4,269,455	.00		8,914,087	8,914,087.00
	99 *	BALANCE FORWARD	774,105	.00		4,269,455	.00		8,914,087	8,914,087.00
389	**	NON OPERATING SOURCES	774,105	.00		4,269,455	.00		8,914,087	8,914,087.00
380	***	OTHER SOURCES(NON-REV)	774,105	.00		4,269,455	.00		8,914,087	8,914,087.00
FUND TOTAL WATER/SEWER FUND			7,462,376	6,796,432.63		44,399,081	39,562,738.56		89,173,411	49,610,672.44
GRAND TOTAL			7,462,376	6,796,432.63		44,399,081	39,562,738.56		89,173,411	49,610,672.44

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
11-00	EXECUTIVE SALARIES	15127	13819.20	91	90762	82224.25	91	.00	181529	99304.75	45
11 **	EXECUTIVE SALARIES	15127	13819.20	91	90762	82224.25	91	.00	181529	99304.75	45
12-00	REGULAR SALARIES & WAGES	1032695	767340.88	74	6187646	4628367.33	75	.00	12383881	7755513.67	37
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	3184	2124.05	67	6368	29944.06	470	.00	25470	4474.06	- 118
12-15	SETTLEMENT WAGES	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1035879	769464.93	74	6194014	4658311.39	75	.00	12409351	7751039.61	38
13-00	OTHER SALARIES & WAGES	63783	42214.24	66	382698	265669.84	69	.00	765439	499769.16	35
13 **	OTHER SALARIES & WAGES	63783	42214.24	66	382698	265669.84	69	.00	765439	499769.16	35
14-00	OVERTIME	62172	102339.30	165	373032	548358.66	147	.00	746100	197741.34	74
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	62172	102339.30	165	373032	548358.66	147	.00	746100	197741.34	74
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	2017	700.00	35	11102	22599.10	204	.00	23225	625.90	97
20 **	CLOTHING/SHOE ALLOWANCE	2017	700.00	35	11102	22599.10	204	.00	23225	625.90	97
21-00	FICA TAXES	80230	69984.52	87	479778	420129.76	88	.00	961198	541068.24	44
21 **	FICA TAXES	80230	69984.52	87	479778	420129.76	88	.00	961198	541068.24	44
22-00	RETIREMENT CONTRIBUTIONS	154373	134721.59	87	925704	868645.48	94	.00	1852009	983363.52	47
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22-03	NON FRS RETIREMENT CONT	463	327.64	71	2778	2565.73	92	.00	5564	2998.27	46
22 **	RETIREMENT CONTRIBUTIONS	154836	135049.23	87	928482	871211.21	94	.00	1857573	986361.79	47
23-00	INSURANCES	2753	2230.56	81	16509	12169.83	74	.00	33075	20905.17	37
23-02	RETIREEES OTHER INSURANCES	13150	16706.80	127	78900	68264.92	87	.00	157806	89541.08	43
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

23-04	MEDICAL/RX SELF INSURED	281638	202964.48	72	1689045	1108649.96	66	.00	3378907	2270257.04	33
23-05	HEALTH RETIREES 50%	1988	975.08	49	11928	3412.78	29	.00	23856	20443.22	14
23-06	HEALTH RETIREES 100%	3976	3894.52	98	23856	26292.36	110	.00	47712	21419.64	55
23-07	DENTAL INSURANCE	13234	8571.25	65	79374	47219.25	60	.00	158816	111596.75	30
23-08	VISION INSURANCE	2567	1554.90	61	15372	8569.87	56	.00	30803	22233.13	28
23-09	LONG TERM DISABILITY	2821	2560.06	91	16920	13966.41	83	.00	33908	19941.59	41
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	322127	239457.65	74	1931904	1288545.38	67	.00	3864883	2576337.62	33
24-00	WORKER'S COMPENSATION	38737	15378.21	40	232395	93899.01	40	.00	464860	370960.99	20
24 **	WORKER'S COMPENSATION	38737	15378.21	40	232395	93899.01	40	.00	464860	370960.99	20
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	4998	.00	0	.00	10000	10000.00	0
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	4998	.00	0	.00	10000	10000.00	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	13200	11500.00	87	79200	62605.05	79	.00	158400	95794.95	40
27 **	BENEFIT OFFSET	13200	11500.00	87	79200	62605.05	79	.00	158400	95794.95	40
31-00	PROFESSIONAL SERVICES	18746	.00	0	111029	25831.00	23	80963.50	223532	116737.50	48
31-01	LEGAL EXPENSES	47184	18739.40	40	272594	52743.75	19	88407.62	555690	414538.63	25
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	243779	164051.63	67	1347982	890308.62	66	1896924.01	2810665	23432.37	99
31-27	TCR PROJECT-COCOA	22571	1136.88	5	135426	2611.18	2	268235.82	270847	.00	100
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	332280	183927.91	55	1867031	971494.55	52	2334530.95	3860734	554708.50	86

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	175761	61713.57	35	1053850	303114.11	29	418386.44	2108472	1386971.45	34
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	175761	61713.57	35	1053850	303114.11	29	418386.44	2108472	1386971.45	34
39-00	CONTINGENCY	94700	.00	0	568200	.00	0	.00	1136400	1136400.00	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	94700	.00	0	568200	.00	0	.00	1136400	1136400.00	0
40-00	TRAVEL AND PER DIEM	1310	928.20	71	7860	2329.94	30	.00	15748	13418.06	15
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1310	928.20	71	7860	2329.94	30	.00	15748	13418.06	15
41-00	COMMUNICATION	17274	15276.88	88	103643	94522.99	91	111772.09	207319	1023.92	100
41 **	COMMUNICATION	17274	15276.88	88	103643	94522.99	91	111772.09	207319	1023.92	100
42-00	FREIGHT & POSTAGE SERVICE	1148	164.88	14	6720	1681.12	25	.00	13640	11958.88	12
42 **	FREIGHT & POSTAGE SERVICE	1148	164.88	14	6720	1681.12	25	.00	13640	11958.88	12
43-00	ELECTRIC/WATER/SEWER	203402	180016.96	89	1220412	832966.72	68	1569184.05	2440835	38684.23	98
43 **	ELECTRIC/WATER/SEWER	203402	180016.96	89	1220412	832966.72	68	1569184.05	2440835	38684.23	98
44-00	RENTAL AND LEASES	3141	.00	0	18846	10070.82	53	6950.00	37715	20694.18	45
44-21	DUKE ENERGY-GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
44 **	RENTAL AND LEASES	3141	.00	0	18846	10070.82	53	6950.00	37715	20694.18	45
45-00	INSURANCE	108436	321012.74	296	650616	971866.06	149	.00	1301232	329365.94	75
45 **	INSURANCE	108436	321012.74	296	650616	971866.06	149	.00	1301232	329365.94	75
46-00	REPAIRS & MAINTENANCE	522710	462585.47	89	3176186	2172617.63	68	1322383.03	6312489	2817488.34	55

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
46-02	REPAIR/MAINT BUILDING	49854	4025.64	8	284151	177177.84	62	7003.73	583299	399117.43	32
46-03	REPAIR/MAINT-VEHICLES	26626	72280.61	272	159756	160093.67	100	.00	319564	159470.33	50
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	599190	538891.72	90	3620093	2509889.14	69	1329386.76	7215352	3376076.10	53
47-00	PRINTING & BINDING	3084	.00	0	16340	28027.20	172	.00	34876	6848.80	80
47 **	PRINTING & BINDING	3084	.00	0	16340	28027.20	172	.00	34876	6848.80	80
48-00	PROMOTIONAL ACTIVITIES	2083	.00	0	12498	5303.79	42	850.00	25000	18846.21	25
48 **	PROMOTIONAL ACTIVITIES	2083	.00	0	12498	5303.79	42	850.00	25000	18846.21	25
49-00	OTHER CHARGES & OBLIG.	5663	13908.01	246	32076	83765.20	261	500.00	66089	18176.20-	128
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	6967.99-	0	0	25444.45-	0	.00	0	25444.45	0
49-08	CASH OVER & UNDER	0	80.07-	0	0	35.93	0	.00	0	35.93-	0
49-09	DOCUMENT RECORDING CHGS	500	160.00-	32-	3000	1318.00-	44-	4088.00	6000	3230.00	46
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	6163	6699.95	109	35076	57038.68	163	4588.00	72089	10462.32	86
51-00	OFFICE SUPPLIES	2109	667.86	32	12654	5352.66	42	.00	25354	20001.34	21
51 **	OFFICE SUPPLIES	2109	667.86	32	12654	5352.66	42	.00	25354	20001.34	21
52-00	OPERATING SUPPLIES	64340	55318.85	86	386439	377476.09	98	154655.21	772515	240383.70	69
52-02	UNIFORMS-PURCHASED	133	.00	0	399	927.00	232	.00	1200	273.00	77
52-07	JANITORIAL SUPPLIES	769	504.14	66	4614	5319.62	115	.00	9240	3920.38	58
52-09	CHEMICALS	595096	460806.87	77	3569904	2527437.76	71	4574229.35	7140491	38823.89	100
52-30	FUEL OIL & LUBRICANTS	53246	23314.18	44	319476	124232.32	39	1283.87	639010	513493.81	20
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
52 **	OPERATING SUPPLIES	713584	539944.04	76	4280832	3035392.79	71	4730168.43	8562456	796894.78	91
53-00	ROAD MATERIALS/SUPPLIES	3748	.00	0	22488	.00	0	35000.00	45000	10000.00	78
53 **	ROAD MATERIALS/SUPPLIES	3748	.00	0	22488	.00	0	35000.00	45000	10000.00	78
54-00	MEMBERSHIP/PUBLICATIONS	3416	.00	0	20496	34349.40	168	.00	41031	6681.60	84
54 **	MEMBERSHIP/PUBLICATIONS	3416	.00	0	20496	34349.40	168	.00	41031	6681.60	84
55-00	TRAINING	8944	2320.20	26	53344	18426.11	35	9999.06	107064	78638.83	27
55-01	EDA PROGRAM	416	.00	0	2496	.00	0	.00	5000	5000.00	0
55 **	TRAINING	9360	2320.20	25	55840	18426.11	33	9999.06	112064	83638.83	25
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	25734	5912.06	23	153294	234570.04	153	3801.78	307739	69367.18	78
56 **	TECHNOLOGY SYSTEMS	25734	5912.06	23	153294	234570.04	153	3801.78	307739	69367.18	78
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	95587	10607.30	11	456878	39276.60	9	780552.83	1030404	210574.57	80
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	95587	10607.30	11	456878	39276.60	9	780552.83	1030404	210574.57	80
64-00	MACHINERY & EQUIPMENT	84432	42496.81	50	396248	439966.85	111	132481.68	902860	330411.47	63
64-15	IT HARDWARE	39447	564.50	1	234454	5519.50	2	143442.54	471145	322182.96	32
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	123879	43061.31	35	630702	445486.35	71	275924.22	1374005	652594.43	53

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUNDS	0	.00	0	0	.00	0	.00	0	.00	0
71-20	SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
71-32	LEASED ASSET-GENERATOR	29131	29024.57	100	174786	144418.31	83	205163.95	349583	.74	100
71-33	SBITA ACCRUENT CMMS	0	.00	0	0	.00	0	.00	0	.00	0
71-34	SBITA ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
71-35	SBITA - SAMSARA	2827	10259.42	363	16962	20437.04	121	13490.68	33928	.28	100
71-36	SBITA - DEBTBOOK	0	.00	0	0	.00	0	.00	0	.00	0
71-74	ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
71 **	PRINCIPAL	31958	39283.99	123	191748	164855.35	86	218654.63	383511	1.02	100
72-32	LEASED ASSET-GENERATOR	7008	7115.43	102	42048	36281.69	86	47816.05	84098	.26	100
72-33	SBITA - ACCRNT CMMS	0	.00	0	0	.00	0	.00	0	.00	0
72-34	SBITA ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
72-35	SBITA - SAMSARA	41	163.02	398	246	407.85	166	88.99	497	.16	100
72-36	SBITA - DEBTBOOK	0	.00	0	0	.00	0	.00	0	.00	0
72-74	SBITA - ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	7049	7278.45	103	42294	36689.54	87	47905.04	84595	.42	100
73-00	OTHER DEBT SERVICE COST	275	.00	0	1650	825.00	50	.00	3300	2475.00	25
73-32	GENERATOR AMORT	0	.00	0	0	.00	0	.00	0	.00	0
73-33	SBITA ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	INTANG AMORT EXP	275	.00	0	1650	825.00	50	.00	3300	2475.00	25

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

82-00	AID TO PRIVATE ORGANIZAT	0	.00	0	0	.00	0	.00	0	.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-02	TO GEN FUND ROI (001)	654056	654056.92	100	3924336	3924341.52	100	.00	7848683	3924341.48	50
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-24	TRANSFER TO R & R (424)	1086880	.00	0	6516028	13037319.00	200	.00	13037319	.00	100
91-25	TO RESTRCTD ASSET (425)	523118	558576.22	107	3132028	3351457.32	107	.00	6270746	2919288.68	53
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJ (427)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND (422)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	2264054	1212633.14	54	13572392	20313117.84	150	.00	27156748	6843630.16	75
94-01	TXFR TO GF OH ALLOC (001)	697361	697361.67	100	4184166	4184170.02	100	.00	8368340	4184169.98	50
94 **	INTERFUND TRANSFER	697361	697361.67	100	4184166	4184170.02	100	.00	8368340	4184169.98	50
95-01	TXFR TO GF 6% PLOFF (001)	147241	147241.17	100	883446	883447.02	100	.00	1766894	883446.98	50
95 **	NONOPERATING	147241	147241.17	100	883446	883447.02	100	.00	1766894	883446.98	50
FUND 421	TOTAL *****										
	WATER/SEWER FUND	7462268	5414851.28	73	44398430	43497817.49	98	11877654.28	89173411	33797939.23	62
GRAND	TOTAL *****										
		7462268	5414851.28	73	44398430	43497817.49	98	11877654.28	89173411	33797939.23	62



FY 2025 Budget by Classification Report - Summary Listing

3/31/2025

Target for March 2025 is 50%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	\$ 2,299,404	\$ -	\$ 1,980,035	\$ 319,369	86%
CHARGES FOR SERVICES	\$ -	\$ -	\$ -	\$ -	0%
INTERGOVERNMENTAL/GRANT	\$ 51,222	\$ -	\$ (68,778)	\$ 120,000	-134%
MISCELLANEOUS	\$ -	\$ -	\$ 100,750	\$ (100,750)	0%
**OTHER SOURCES (NON-REVENUE)	\$ 608,612	\$ -	\$ -	\$ 608,612	0%
REVENUE TOTALS	\$ 2,959,238	-	\$ 2,012,007	\$ 947,231	68%
EXPENSE					
SALARIES AND BENEFITS	\$ 638,667	\$ -	\$ 260,102	\$ 378,565	41%
OPERATING EXPENDITURES	\$ 735,707	\$ 191,372	\$ 198,804	\$ 345,531	27%
CAPITAL OUTLAY	\$ 1,254,137	\$ 560,158	\$ 604,718	\$ 89,261	48%
OTHER SOURCES (NON-REVENUE)	\$ 2,599	\$ 1,025	\$ 1,573	\$ 1	61%
NON-OPERATING USES	\$ 328,128	\$ -	\$ 164,064	\$ 164,064	50%
EXPENSE TOTALS	\$ 2,959,238	\$ 752,555	\$ 1,229,261	\$ 977,422	67%
REVENUE TOTALS	\$ 2,959,238	\$ -	\$ 2,012,007	\$ 947,231	68%
EXPENSE TOTALS	\$ 2,959,238	\$ 752,555	\$ 1,229,261	\$ 977,422	67%
	\$ -	\$ (752,555)	\$ 782,746	\$ (30,191)	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA
REVENUE REPORT
50% OF YEAR LAPSED

ACCOUNTING PERIOD 06/2025

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY		ACCOUNT	*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
320		OTHER PERMITS & FEES								
325		SPECIAL ASSESSMENT								
	23 01	STRMWTR SPEC ASSMNT	68,457	54,894.93	80	1,973,826	1,979,875.82	100	2,179,197	199,321.18
	23 02	DELINQUENT TAX	833	23.80	3	4,998	121.37	2	10,000	9,878.63
	23 03	PENALTIES	0	8.12		0	38.22		0	38.22-
	23 04	TAX CERTIFICATES	9,183	.00		55,098	.00		110,207	110,207.00
	23 *	STORMWATER	78,473	54,926.85	70	2,033,922	1,980,035.41	97	2,299,404	319,368.59
325	**	SPECIAL ASSESSMENT	78,473	54,926.85	70	2,033,922	1,980,035.41	97	2,299,404	319,368.59
320	***	OTHER PERMITS & FEES	78,473	54,926.85		2,033,922	1,980,035.41		2,299,404	319,368.59
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
	50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
	36 35	US1/FOREST AV S/W FACILTY	0	.00		0	68,778.04-		0	68,778.04
	36 36	N FSK S/W PND FLOAT WTLND	0	.00		0	.00		0	.00
	36 69	DIX/IRD IRL RESIL DESIGN	0	.00		0	.00		0	.00
	36 *	STORMWATER MANAGEMENT	0	.00		0	68,778.04-		0	68,778.04
334	**	STATE GRANT	0	.00		0	68,778.04-		0	68,778.04
338		SHARED REVENUE LOCAL UNIT								
	10 00	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
	10 02	CHURCH STREET BAFFLE BOX	0	.00		0	.00		0	.00
	10 05	SOIRL-SAVE OUR IR LAGOON	4,657	.00		23,285	.00		51,222	51,222.00
	10 *	SHARED REV - BREVARD CTY	4,657	.00		23,285	.00		51,222	51,222.00
338	**	SHARED REVENUE LOCAL UNIT	4,657	.00		23,285	.00		51,222	51,222.00
330	***	INTERGOVERNMENTAL REVENUE	4,657	.00		23,285	68,778.04-		51,222	120,000.04
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
	91 00	STORMWATER FEES	0	.00		0	.00		0	.00
	91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	91 *	STORMWATER FEES	0	.00		0	.00		0	.00
343	**	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
340	***	CHARGES FOR SERVICES	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	.00		0	991.17		0	991.17-
10 02	INVESTMENT INTEREST	0	3,805.46		0	19,997.67		0	19,997.67-
10 10	FLORIDA PRIME INTEREST	0	13,692.43		0	77,617.37		0	77,617.37-
10 *	INTEREST	0	17,497.89		0	98,606.21		0	98,606.21-
30 00	NET INC/DEC FMV INVESTMNT	0	1,602.41		0	477.97-		0	477.97
40 00	GAIN/(LOSS) SALE INVEST	0	25.46-		0	307.99-		0	307.99
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	25.46-		0	307.99-		0	307.99
361	** INTEREST & OTHER EARNINGS	0	19,074.84		0	97,820.25		0	97,820.25-
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	.01-		0	2,929.46		0	2,929.46-
369	** OTHER MISC REVENUES	0	.01-		0	2,929.46		0	2,929.46-
360	*** MISCELLANEOUS REVENUES	0	19,074.83		0	100,749.71		0	100,749.71-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 21	TRF FROM W/S 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	CAP CONTRIB PRIVATE SRCS	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	55,330	.00		276,646	.00		608,612	608,612.00
99 *	BALANCE FORWARD	55,330	.00		276,646	.00		608,612	608,612.00
389	** NON OPERATING SOURCES	55,330	.00		276,646	.00		608,612	608,612.00
380	*** OTHER SOURCES(NON-REV)	55,330	.00		276,646	.00		608,612	608,612.00
FUND TOTAL	STORMWATER UTILITY	138,460	74,001.68		2,333,853	2,012,007.08		2,959,238	947,230.92
GRAND TOTAL		138,460	74,001.68		2,333,853	2,012,007.08		2,959,238	947,230.92

FUND 423 STORMWATER UTILITY		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

12-00	REGULAR SALARIES & WAGES	29514	24243.89	82	188532	138599.71	74	.00	365629	227029.29	38
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	29514	24243.89	82	188532	138599.71	74	.00	365629	227029.29	38
13-00	OTHER SALARIES & WAGES	2813	4615.68	164	5626	27117.12	482	.00	22502	4615.12-	121
13 **	OTHER SALARIES & WAGES	2813	4615.68	164	5626	27117.12	482	.00	22502	4615.12-	121
14-00	OVERTIME	583	7.87	1	3498	6807.59	195	.00	7000	192.41	97
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	583	7.87	1	3498	6807.59	195	.00	7000	192.41	97
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	89	.00	0	338	700.00	207	.00	870	170.00	81
20 **	CLOTHING/SHOE ALLOWANCE	89	.00	0	338	700.00	207	.00	870	170.00	81
21-00	FICA TAXES	2445	2163.14	89	14670	12946.85	88	.00	29346	16399.15	44
21 **	FICA TAXES	2445	2163.14	89	14670	12946.85	88	.00	29346	16399.15	44
22-00	RETIREMENT CONTRIBUTIONS	4413	4257.50	97	26478	23815.68	90	.00	52956	29140.32	45
22-01	GASB68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	4413	4257.50	97	26478	23815.68	90	.00	52956	29140.32	45
23-00	INSURANCES	82	78.59	96	492	362.04	74	.00	990	627.96	37
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	7925	7356.03	93	47550	35014.84	74	.00	95105	60090.16	37
23-07	DENTAL INSURANCE	326	274.20	84	1956	1307.44	67	.00	3920	2612.56	33
23-08	VISION INSURANCE	53	49.39	93	318	236.00	74	.00	644	408.00	37
23-09	LONG TERM DISABILITY	83	87.89	106	498	409.00	82	.00	1003	594.00	41
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	8469	7846.10	93	50814	37329.32	74	.00	101662	64332.68	37
24-00	WORKER'S COMPENSATION	4391	1956.86	45	26346	11145.20	42	.00	52702	41556.80	21
24 **	WORKER'S COMPENSATION	4391	1956.86	45	26346	11145.20	42	.00	52702	41556.80	21
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	500	300.00	60	3000	1640.21	55	.00	6000	4359.79	27
27 **	BENEFIT OFFSET	500	300.00	60	3000	1640.21	55	.00	6000	4359.79	27
31-00	PROFESSIONAL SERVICES	15896	.00	0	95321	8559.66	9	41792.01	190700	140348.33	26
31-01	LEGAL EXPENSES	41	.00	0	246	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	15937	.00	0	95567	8559.66	9	41792.01	191200	140848.33	26
34-00	CONTRACT SERVICES	22250	5000.00	23	133500	111516.83	84	129343.59	267002	26141.58	90
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	22250	5000.00	23	133500	111516.83	84	129343.59	267002	26141.58	90
39-00	CONTINGENCY	1808	.00	0	27641	.00	0	.00	38503	38503.00	0
39 **	CONTINGENCY	1808	.00	0	27641	.00	0	.00	38503	38503.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	1422	61.08	4	.00	2850	2788.92	2
40 **	TRAVEL & PER DIEM	237	.00	0	1422	61.08	4	.00	2850	2788.92	2
41-00	COMMUNICATION	173	45.44	26	1038	272.63	26	1803.37	2076	.00	100
41 **	COMMUNICATION	173	45.44	26	1038	272.63	26	1803.37	2076	.00	100
42-00	POSTAGE & FREIGHT	41	.00	0	246	9.68	4	.00	500	490.32	2
42 **	POSTAGE & FREIGHT	41	.00	0	246	9.68	4	.00	500	490.32	2
43-00	ELECTRIC/WATER/SEWER	1333	1240.88	93	7998	6602.47	83	8471.81	16000	925.72	94

FUND 423 STORMWATER UTILITY		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

43 **	ELECTRIC/WATER/SEWER	1333	1240.88	93	7998	6602.47	83	8471.81	16000	925.72	94
44-00	RENTALS AND LEASES	250	.00	0	1500	170.78	11	.00	3000	2829.22	6
44 **	RENTALS AND LEASES	250	.00	0	1500	170.78	11	.00	3000	2829.22	6
45-00	INSURANCE	1256	3783.09	301	7536	11339.51	151	.00	15072	3732.49	75
45 **	INSURANCE	1256	3783.09	301	7536	11339.51	151	.00	15072	3732.49	75
46-00	REPAIRS & MAINTENANCE	8041	4348.06	54	48246	15636.53	32	4740.04	96500	76123.43	21
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3840	13383.29	349	23040	26308.76	114	.57	46090	19780.67	57
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	11881	17731.35	149	71286	41945.29	59	4740.61	142590	95904.10	33
47-00	PRINTING & BINDING	41	.00	0	246	.00	0	.00	500	500.00	0
47 **	PRINTING & BINDING	41	.00	0	246	.00	0	.00	500	500.00	0
49-00	OTHER CHARGES & OBLIG.	43	35.93	84	258	137.19	53	.00	517	379.81	27
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	176.06	0	0	421.49	0	.00	0	421.49	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	43	140.13	326	258	284.30	110	.00	517	801.30	55
51-00	OFFICE SUPPLIES	41	31.81	78	246	142.62	58	.00	500	357.38	29
51 **	OFFICE SUPPLIES	41	31.81	78	246	142.62	58	.00	500	357.38	29
52-00	OPERATING SUPPLIES	1073	2099.60	196	6287	7804.20	124	4225.65	12729	699.15	95
52-02	UNIFORMS-PURCHASED	0	.00	0	0	.00	0	.00	0	.00	0
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	2764	1411.71	51	16584	9695.54	59	.00	33168	23472.46	29
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY											
ELE OBJ	ACCOUNT DESCRIPTION	*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****				ANNUAL	UNENCUMB.	%
		BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP	ENCUMBR.	BUDGET	BALANCE	BDGT
52 **	OPERATING SUPPLIES	3837	3511.31	92	22871	17499.74	77	4225.65	45897	24171.61	47
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	916.00	246	.00	750	166.00-	122
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	372	916.00	246	.00	750	166.00-	122
55-00	TRAINING	729	.00	0	4374	52.00	1	995.00	8750	7703.00	12
55 **	TRAINING	729	.00	0	4374	52.00	1	995.00	8750	7703.00	12
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
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	76786	174017.10	227	407092	435750.87	107	341815.40	867796	90229.73	90
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63-08	FISKE BLVD CEI	0	.00	0	0	.00	0	.00	0	.00	0
63-35	US1/FOREST AV S/W FACILTY	4657	4649.22	100	23285	42848.46	184	8373.50	51222	.04	100
63-36	N FSK S/W PND FLOAT WTLND	0	.00	0	0	.00	0	.00	0	.00	0
63-69	DIX/IRVR DR RESIL 23FRP03	0	.00	0	0	.00	0	.00	0	.00	0
63-73	FISKE CONSTRUCTION	18294	11192.90	61	91466	126118.48	138	75099.52	201219	1.00	100
63 **	INFRASTRUCTURE	99737	189859.22	190	521843	604717.81	116	425288.42	1120237	90230.77	92
64-00	MACHINERY & EQUIPMENT	11158	.00	0	66948	.00	0	134870.00	133900	970.00-	101
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	11158	.00	0	66948	.00	0	134870.00	133900	970.00-	101
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
71-35	SBITA - SAMSARA	213	774.30	364	1278	1542.42	121	1018.16	2561	.42	100
71 **	PRINCIPAL	213	774.30	364	1278	1542.42	121	1018.16	2561	.42	100
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72-35	SBITA - SAMSARA	3	12.30	410	18	30.78	171	6.72	38	.50	99
72 **	DEBT SERVICE - INTEREST	3	12.30	410	18	30.78	171	6.72	38	.50	99
91-01	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
94-01	TXFR TO GF OH ALLOC (001)	27344	27344.00	100	164064	164064.00	100	.00	328128	164064.00	50
94 **	INTERFUND TRANSFER	27344	27344.00	100	164064	164064.00	100	.00	328128	164064.00	50
FUND 423	TOTAL *****										
	STORMWATER UTILITY	251591	294584.61	117	1449554	1229260.68	85	752555.34	2959238	977421.98	67
GRAND	TOTAL *****										
		251591	294584.61	117	1449554	1229260.68	85	752555.34	2959238	977421.98	67

CITY COUNCIL AGENDA ITEM

Memo Date: April 22, 2025
Agenda Date: April 22, 2025
File ID: 2025-344
Prepared By: Zoie Badalov, Senior Budget Analyst
Through: Rebecca Bowman, Finance Director
Stockton Whitten, City Manager
Requested Action: Informational Item Only

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 2025 thru March 31st, 2025.

Section 5. - Appropriations.

- a. Appropriations for expenditures shall be established by the budget, and from the effective date of the budget the various amounts stated therein as proposed expenditures shall be and become appropriated for the various objects and purposes set forth in the budget.
- b. At any time during the fiscal year, the city council may, by resolution, transfer part or all of the unencumbered appropriation balance from one department or major organizational unit to the appropriation for other departments or major organizational units. The city manager may transfer part or all of any unencumbered appropriation balances among programs within a department or organizational unit and shall report such transfers to the city council in writing in a timely manner. The monetary amount of the city manager's transfer authority shall be established by the city council by resolution.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
11/12/2024	001-0000-331.20-29	\$416	ENC/BUDADJ PO ROLL	399
	001-0000-334.50-55	\$60,781		
	001-0000-334.70-11	\$134,764		
	001-0000-389.99-50	\$4,213,584		
11/19/2024	001-0000-389.90-00	\$1,199,955	TEMP AFB PUMPER TRUCK RESOLUTION# 2024-105	
11/20/2024	001-0000-331.20-31	\$13,263	FY25 BPV GRANT RESOLUTION# 2024-104	
	001-0000-389.99-50	(\$13,263)		
11/30/2024	001-0000-381.91-10	(\$800)	13) CRA POLICE DETAIL OCT-NOV CLEANUP	
	001-0000-389.90-00	\$800		
12/10/2024	001-0000-334.50-55	\$54	CAPITAL ROLL RESOLUTION# 2024-112	
	001-0000-369.90-04	\$5,000		
	001-0000-389.99-50	\$2,758,520		
	001-0000-384.00-00	\$309,793	FIRE COMMUNICATIONS-DEBT RESOLUTION# 2024-113	
01/14/2025	001-0000-389.99-50	\$22,500	COCOA UPSTART PROGRAM RESOLUTION# 2025-002	
01/21/2025	001-0000-331.20-32	\$15,653	ACCEPT FY25 JAG GRANT RESOLUTION# 2025-003	
01/28/2025	001-0000-389.99-50	\$186,822	BOA LEASE DEBTSERVICE PMT	
	001-0000-384.00-00	(\$2,150,698)	UNDO FY25 BUDGET ESTIMATED DEBT FINANCING	
	001-0000-384.00-00	(\$309,793)	UNDO FY25 BUDGET ESTIMATE FIRE COMMUNICATIONS	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
01/28/2025	001-0000-389.90-00	(\$1,199,955)	UNDO FY25 BUDGET ESTIMATE TEMP AFB FIRE ENGINE	399
	001-0000-389.99-50	(\$380,000)	UNDO FY25 INTERFUND TXFR ESTIMATED DEBT FINANCING	
01/30/2025	001-0000-389.99-50	\$32,123	EMERGENCY NONREIMBURSABLE RESOLUTION# 2025-005	
	001-0000-389.99-50	\$241,013	MILTON REIMBURSABLE RESOLUTION# 2025-005	
01/31/2025	001-0000-384.00-00	\$2,495,000	2024 BOA LEASE BUDGET	
02/27/2025	001-0000-334.50-55	\$11,300	AMENDMENT#1 FDEP GRANT RESOLUTION# 2025-008	
	001-0000-389.99-50	\$200,000	ECON INCENTIVE BRIGHTLINE RESOLUTION# 2025-012	
03/18/2025	001-0000-381.91-14	\$13,934	ARPA INTEREST TRANSFERS RESOLUTION# 2024-115	
	001-0000-389.99-50	(\$13,934)		
	001-0000-334.70-11	\$5,830	BUDGET ROLL (GRANT AMT) RESOLUTION# 2025-017	
	001-0000-389.99-50	\$5,830	BUDGET ROLL (50% MATCH) RESOLUTION# 2025-017	
	001-0000-334.70-11	(\$8,150)	RETAINAGE (GRANT PORTION) RESOLUTION# 2025-017	
	001-0000-389.99-50	(\$8,150)	RETAINAGE (50% MATCH AMT) RESOLUTION# 2025-017	
	001-0000-334.70-11	\$2,102	ROLL PO#80938 (GRANT AMT) RESOLUTION# 2025-017	
	001-0000-389.99-50	\$2,102	ROLL PO#80938 (50% MATCH) RESOLUTION#	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
03/18/2025			2025-017	399
	001-0000-334.70-11	\$65,280	ROLL PO#82428 (GRANT AMT) RESOLUTION# 2025-017	
	001-0000-389.99-50	\$65,280	ROLL PO#82428 (50% MATCH) RESOLUTION# 2025-017	
	001-0000-334.70-11	(\$134,764)	UNDO YE ROLL RESOLUTION# 2025-017	
03/21/2025	001-0000-389.99-50	\$840,000	ASSIGN FY22 CONTIGENCY RESOLUTION# 2024-116	
	001-0000-389.99-50	(\$964,057)	UNDO YE ROLL RESOLUTION# 2024-116	
	001-0000-389.99-50	(\$475,735)	UNDO YE ROLL RESOLUTION# 2025-016	
13	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$7,242,400
13	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	GENERAL FUND	\$7,242,400
11/12/2024	104-0000-389.99-50	\$53,880	ENC/BUDADJ PO ROLL	399
03/18/2025	104-0000-389.99-10	\$24,154	CHDO CARRYFORWARD RESOLUTION# 2025-017	
	104-0000-389.99-10	\$1,707	FY24 ADMIN CARRYFORWARD RESOLUTION# 2025-017	
	104-0000-389.99-50	(\$53,880)	UNDO YE ROLL RESOLUTION# 2025-017	
	104-0000-389.99-10	\$154,800	1ST TIME HB CARRYFORWARD RESOLUTION# 2025-017	
03/21/2025	104-0000-331.54-00	(\$12,789)	HOME FY24-25 DISBURSEMENT RESOLUTION# 2025-021	
3	Total Budget	Total Budget	Division 0000 Total	\$167,872

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
Amendments/Transfers		Amendments/Transfers		
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	BREVARD COUNTY HOME	\$167,872
11/12/2024	105-0000-389.99-10	\$3,575	ENC/BUDADJ PO ROLL	399
03/18/2025	105-0000-389.99-10	\$3,634	FY23 INTEREST CARRYFORWRD RESOLUTION# 2025-017	
	105-0000-389.99-10	\$68,881	FY23 REMAINING BUDGET RESOLUTION# 2025-017	
	105-0000-389.99-10	\$228,460	FY24 BUDGET TO ROLL RESOLUTION# 2025-017	
	105-0000-389.99-10	\$1,658	FY24 CR - 1510 N KENTUCKY RESOLUTION# 2025-017	
	105-0000-389.99-10	\$101	FY24 HHRP RESOLUTION# 2025-017	
	105-0000-389.99-10	\$7,203	FY24 INTEREST CARRYFORWRD RESOLUTION# 2025-017	
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$313,512
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	SHIP/HOUSING ASSISTANCE	\$313,512
11/12/2024	107-0000-389.99-50	\$17,616	ENC/BUDADJ PO ROLL	399
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$17,616
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	BUILDING PERMITS	\$17,616
11/12/2024	110-0000-389.99-50	\$76,779	ENC/BUDADJ PO ROLL	399

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
12/10/2024	110-0000-389.99-50	\$932,242	CAPITAL ROLL RESOLUTION# 2024-112	399
01/06/2025	110-0000-338.00-00	(\$89,319)	SHORE UP CCRA TIF REVENUE RESOLUTION# CCRA 2024-250	
02/05/2025	110-0000-389.99-50	\$5,000	LEGAL FEE TOP-UP RESOLUTION# CCRA-2025-007	
4	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$924,702
4	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	CRA COCOA RDA	\$924,702
11/12/2024	111-0000-389.99-50	\$52,991	ENC/BUDADJ PO ROLL	399
12/10/2024	111-0000-389.99-50	\$183,323	CAPITAL ROLL RESOLUTION# 2024-112	
01/27/2025	111-0000-338.00-00	(\$45,528)	COUNTY DSCRA TIF REVENUE RES.# DSCRA 2025-046	
	111-0000-389.99-50	\$32,500	DSCRA UPSTART GRANT RES.# DSCRA 2025-039	
	111-0000-338.00-00	(\$2,207)	D4 DSCRA TIF REVENUE RES.# DSCRA 2025-046	
03/01/2025	111-0000-389.99-50	\$10,000	ANR PRGRM AWARD INCREASE RES# DSCRA-2025-047	
4	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$231,079
4	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	CRA DIAMOND SQUARE 626	\$231,079
11/12/2024	130-0000-331.90-02	\$279,022	ENC/BUDADJ PO ROLL	399
12/12/2024	130-0000-331.90-02	\$121,204	UNEMCUMBERED ARPA ROLL RESOLUTION#	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
			2024-114	399
03/18/2025	130-0000-361.10-00	\$13,934	ARPA INTEREST TRANSFERS RESOLUTION# 2024-115	
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$414,160
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	AMERICAN RESCUE PLAN FUND	\$414,160
02/11/2025	142-0000-389.99-50	\$10,000	STATE FORFITURE FUNDS RESOLUTION# 2025-007	2164
03/27/2025	142-0000-389.99-50	\$10,000	INTEL/LEADERSHIP TRAINING RESOLUTION# 2025-007	
	142-0000-389.99-50	(\$10,000)	STATE FORFITURE FUNDS REVERSE GROUP# 2025-02164	
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$10,000
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	POLICE SPECIAL EDUCATION	\$10,000
10/14/2024	143-0000-389.99-50	\$6,825	EXPEND FEDERAL FORFEITURE RESOLUTION #: 24-096	123
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$6,825
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	FEDERAL FORFEITURE FUND	\$6,825
01/28/2025	201-0000-381.91-01	\$186,822	BOA LEASE DEBTSERVICE PMT	1775
	201-0000-381.91-01	(\$380,000)	UNDO FY25 INTERFUND TXFR ESTIMATED DEBT FINANCING	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	(\$193,178)
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	DEBT SERVICE FUND	(\$193,178)
11/12/2024	303-0000-331.90-01	\$1,772,649	ENC/BUDADJ PO ROLL	399
	303-0000-389.99-50	(\$152,319)	RETAINAGE RES. #24-103	
12/10/2024	303-0000-331.90-01	\$333,401	CAPITAL ROLL RESOLUTION# 2024-112	
03/21/2025	303-0000-389.99-50	\$343,177	FIX NON GRANT FISKE ROLL RESOLUTION# 2025-014	
	303-0000-331.90-01	\$1,937,668	REMAINING CONSTRUCTION RESOLUTION# 2025-014	
	303-0000-331.90-01	\$70,758	SDC REIMBURSABLE RESOLUTION# 2025-014	
	303-0000-331.90-01	\$15,395	SDC REIMBURSABLE REVISIT* RESOLUTION# 2025-014	
	303-0000-331.90-01	(\$333,401)	UNDO CAPITAL ROLL RESOLUTION# 2025-014	
	303-0000-331.90-01	(\$1,772,649)	UNDO PO ROLL (ENC/BUDADJ) RESOLUTION# 2025-014	
	303-0000-389.99-50	\$152,319	UNDO RETAINAGE RESOLUTION# 2025-014	
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$2,366,998
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	FISKE BV CMPLT STRTScape	\$2,366,998
11/12/2024	304-0000-337.30-21	\$133,724	ENC/BUDADJ PO ROLL	399
12/10/2024	304-0000-337.30-21	\$2,020	CAPITAL ROLL RESOLUTION# 2024-112	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$135,744
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	T DOCKS / BREAKWATER	\$135,744
11/12/2024	421-0000-389.99-50	\$3,144,828	ENC/BUDADJ PO ROLL	399
12/10/2024	421-0000-389.99-50	\$277,106	CAPITAL ROLL RESOLUTION# 2024-112	
01/30/2025	421-0000-389.99-50	\$81,536	MILTON REIMBURSABLE RESOLUTION# 2025-005	
03/18/2025	421-0000-389.99-50	\$9,355	CORRECT DEBT SERVICE PMT RESOLUTION# 2025-015	
4	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$3,512,825
4	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	WATER/SEWER FUND	\$3,512,825
03/18/2025	422-0000-324.02-01	(\$8,535)	CORRECT DEBT SERVICE PMT RESOLUTION# 2025-015	2612
	422-0000-324.02-11	(\$820)		
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	(\$9,355)
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	WATER/SEWER IMPACT FEE	(\$9,355)
11/12/2024	423-0000-338.10-05	\$51,222	ENC/BUDADJ PO ROLL	399
	423-0000-389.99-50	\$623,948		
	423-0000-389.99-50	(\$15,337)	RETAINAGE RES. #24-103	
03/21/2025	423-0000-389.99-50	\$201,219	REMAINING CONSTRUCTION RESOLUTION# 2025-014	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
03/21/2025	423-0000-389.99-50	(\$214,165)	UNDO PO ROLL (ENC/BUDADJ) RESOLUTION# 2025-014	399
	423-0000-389.99-50	\$12,947	UNDO RETAINAGE RESOLUTION# 2025-014	
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$659,834
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	STORMWATER UTILITY	\$659,834
11/12/2024	424-0000-334.35-01	\$2,615,124	ENC/BUDADJ PO ROLL	399
	424-0000-389.99-50	\$12,711,882		
	424-0000-389.99-50	(\$429,470)	RETAINAGE RES. #24-103	
12/10/2024	424-0000-389.99-50	\$19,337,776	CAPITAL ROLL RESOLUTION# 2024-112	
	424-0000-381.91-21	\$26,260	VORTEX MANHOLE LINING RESOLUTION# 2024-111	
01/28/2025	424-0000-331.35-02	\$1,200,000	PINEDA PHASE 2 GRANT -FED RESOLUTION# 2025-004	
	424-0000-334.35-02	\$135,000	PINEDA PHASE2 GRANT-STATE RESOLUTION# 2025-004	
03/18/2025	424-0000-381.91-25	\$374,000	COCOA GROVES&WINWARD TXFR RESOLUTION# 2025-015	
	424-0000-389.99-50	(\$374,000)		
03/21/2025	424-0000-389.99-50	\$444,671	REMAINING CONSTRUCTION RESOLUTION# 2025-014	
	424-0000-389.99-50	\$15,395	SDC REIMBURSABLE RESOLUTION# 2025-014	
	424-0000-389.99-50	(\$1,785)	UNDO CAPITAL ROLL RESOLUTION# 2025-014	
	424-0000-389.99-50	(\$481,427)	UNDO PO ROLL (ENC/BUDADJ) RESOLUTION# 2025-014	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
03/21/2025	424-0000-389.99-50	\$23,146	UNDO RETAINAGE RESOLUTION# 2025-014	399
5	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$35,596,572
5	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	RENEWAL & REPLACE FUND	\$35,596,572
03/18/2025	425-0000-389.99-50	\$374,000	COCOA GROVES&WINWARD TXFR RESOLUTION# 2025-015	2610
	425-0000-381.91-21	\$9,355	CORRECT DEBT SERVICE PMT RESOLUTION# 2025-015	
	425-0000-381.91-42	(\$9,355)		
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$374,000
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	W/S RESTRICTED ASSETS	\$374,000
10/08/2024	427-0000-389.84-00	\$4,243,270	TCR PROJECT TASK #2 RESOLUTION #: 24-097	122
11/12/2024	427-0000-389.84-00	\$80,073	ENC/BUDADJ PO ROLL	
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$4,323,343
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	TCR/SJR PROJECT	\$4,323,343
11/12/2024	520-0000-389.99-10	\$12,043	ENC/BUDADJ PO ROLL	399
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$12,043
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	WORKERS COMPENSATION FUND	\$12,043

**FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025**

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
41 Transfers & Amendments Between Oct 1, 2024 and Mar 31, 2025				
FY 2025 Total Transfer & Amendments			\$56,106,992	
<i>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</i> Report: Revenue Budget Tracking Worksheet Run by: Zoie R. Badalov				
				Date: 04/11/2025

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1000 - CITY COUNCIL					
1000 - CITY COUNCIL	11/12/2024	001-1000-511.48-00	\$1,000	ENC/BUDADJ	399
		001-1000-511.40-00	\$105		
	11/30/2024	001-1000-511.54-00	\$500	14) COUNCIL EVENT TABLES OCT-NOV CLEANUP	876
		001-1000-511.48-00	(\$500)		
2	Total Budget Amendments/Transfers		Division 1000 Total		\$1,105
1100 - CITY MANAGER'S OFFICE					
1100 - CITY MANAGER'S OFFICE	02/01/2025	001-1100-512.52-02	\$35	RECLASS POLO TO UNIFORMS JANUARY CLEANUP	2165
		001-1100-512.48-00	(\$35)		
1	Total Budget Amendments/Transfers		Division 1100 Total		\$0
1104 - PLANNING					
1104 - PLANNING	11/12/2024	001-1104-515.34-00	\$95,973	ENC/BUDADJ	399
	02/28/2025	001-1104-515.42-00	(\$660)	BLUEBEAM REVU SOFTWARE FEBRUARY CLEANUP	2397
		001-1104-515.56-15	\$660		
2	Total Budget Amendments/Transfers		Division 1104 Total		\$95,973
1203 - INFORMATION TECHNOLOGY					
1203 - INFORMATION TECHNOLOGY	11/12/2024	001-1203-516.56-15	\$8,380	ENC/BUDADJ	399
		001-1203-516.52-00	\$20,568		
		001-1203-516.46-00	\$10,770		
		001-1203-516.41-00	\$546		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment		Group Number
1203 - INFORMATION TECHNOLOGY	12/10/2024	001-1203-516.63-00	\$13,377	CAPITAL ROLL	RESOLUTION# 2024-112	1017
		001-1203-516.64-15	\$20,287			
	02/01/2025	001-1203-516.64-15	\$8,380	GENERAL IT BUDGET MAINT.	JANUARY CLEANUP	2165
		001-1203-516.56-15	(\$15,380)			
		001-1203-516.41-00	\$7,000			
	02/28/2025	001-1203-516.63-00	\$0	FIBER RING PROJECT	FEBRUARY CLEANUP	2397
4	Total Budget Amendments/Transfers		Division 1203 Total		\$73,928	
1500 - FINANCE GENERAL ACCOUNTNG						
1500 - FINANCE GENERAL ACCOUNTNG	11/30/2024	001-1500-513.12-00	(\$1,000)	11) ACFR SOFTWARE COSTS	OCT-NOV CLEANUP	876
		001-1500-513.56-15	\$1,000			
	12/10/2024	001-1500-513.55-00	\$420	CAPITAL ROLL	RESOLUTION# 2024-112	1017
2	Total Budget Amendments/Transfers		Division 1500 Total		\$420	
1600 - GENERAL OPERATIONS						
1600 - GENERAL OPERATIONS	11/12/2024	001-1600-513.49-00	\$50,218	ENC/BUDADJ		399
		001-1600-513.31-00	\$69,063			
		001-1600-513.32-00	\$60,800			
		001-1600-513.55-02	\$9,497			
		001-1600-513.34-00	\$12,218			
	12/10/2024	001-1600-513.39-01	\$475,735	CAPITAL ROLL	RESOLUTION# 2024-112	1017

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS	12/10/2024	001-1600-513.55-00	\$900	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-1600-513.39-02	\$964,057		
	01/28/2025	001-1600-581.91-20	\$186,822	BOA LEASE DEBTSERVICE PMT	1777
		001-1600-513.64-00	(\$39,495)	UNDO FY25 BUDGET CH POOLED VEHICLE	1774
		001-1600-581.91-20	(\$380,000)	UNDO FY25 INTERFUND TXFR ESTIMATED DEBT FINANCING	1775
	01/31/2025	001-1600-513.64-00	\$40,656	2024 BOA LEASE BUDGET CH POOLED VEHICLE	1776
		001-1600-513.73-00	\$30,214	2024 BOA LEASE BUDGET DEBT SERVICE COSTS	1776
	03/18/2025	001-1600-513.39-00	\$15,558	MATCH SOLID WASTE PMT SEE 3-18 CLERK'S JOURNAL	2599
	03/21/2025	001-1600-517.72-72	\$1,426	BRIGHTLY SBITA SEE 3-18 CLERK'S JOURNAL	2604
		001-1600-517.71-72	\$22,831		
		001-1600-513.39-02	\$240,000	MUSEUM CAPITAL RESOLUTION# 2024-116	2608
		001-1600-513.39-02	\$300,000	POLICE & FIRE CADETS RESOLUTION# 2024-116	2608
		001-1600-513.39-02	\$300,000	POLICE & FIRE RECRUITMENT RESOLUTION# 2024-116	2608
		001-1600-513.39-02	(\$964,057)	UNDO YE ROLL RESOLUTION# 2024-116	2608
		001-1600-513.39-01	(\$475,735)	UNDO YE ROLL RESOLUTION# 2025-016	2607

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number	
6	Total Budget Amendments/Transfers		Division 1600 Total		\$920,708	
1601 - EMERGENCY/DISASTER SVS						
1601 - EMERGENCY/DISASTER SVS	01/30/2025	001-1601-525.23-00	\$81	MILTON REIMBURSABLE RESOLUTION# 2025-005	1758	
		001-1601-525.23-08	\$39			
		001-1601-525.22-01	\$6,526			
		001-1601-525.49-00	\$19,604			
		001-1601-525.24-00	\$336			
		001-1601-525.23-07	\$220			
		001-1601-525.23-09	\$85			
		001-1601-525.22-00	\$1,576			
		001-1601-525.12-00	\$184,714			
		001-1601-525.46-02	\$8,279			
		001-1601-525.23-04	\$5,987			
		001-1601-525.21-00	\$13,499			
		001-1601-525.22-03	\$67			
1	Total Budget Amendments/Transfers		Division 1601 Total		\$241,013	
1805 - CITY CLERK						
1805 - CITY CLERK	11/30/2024	001-1805-513.52-00	(\$288)	7) NEXT REQUEST SOFTWARE	OCT-NOV CLEANUP	876
		001-1805-513.56-15	\$288			
	02/01/2025	001-1805-513.14-00	(\$676)	COVER ACCRUAL PAYOUT	JANUARY CLEANUP	2165
		001-1805-513.12-12	\$676			

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2	Total Budget Amendments/Transfers		Division 1805 Total		\$0
1905 - ECONOMIC DEVELOPMENT					
1905 - ECONOMIC DEVELOPMENT	01/14/2025	001-1905-559.83-11	\$22,500	COCOA UPSTART PROGRAM RESOLUTION# 2025-002	1594
	02/27/2025	001-1905-559.31-00	\$200,000	ECON INCENTIVE BRIGHTLINE RESOLUTION# 2025-012	2210
2	Total Budget Amendments/Transfers		Division 1905 Total		\$222,500
1906 - COMMUNICATION/GRANTS					
1906 - COMMUNICATION/GRANTS	01/03/2025	001-1906-513.23-04	(\$300)	DECEMBER CLEANUP 6) VERIZON PO# 83088	1525
1	Total Budget Amendments/Transfers		Division 1906 Total		(\$300)
1990 - LEISURE SERVICES					
1990 - LEISURE SERVICES	01/03/2025	001-1990-574.41-00	\$300	DECEMBER CLEANUP 6) VERIZON PO# 83088	1525
1	Total Budget Amendments/Transfers		Division 1990 Total		\$300
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	11/12/2024	001-2100-521.56-15	\$11,250	ENC/BUDADJ	399
		001-2100-521.52-38	\$416		
		001-2100-521.46-02	\$20,125		
		001-2100-521.64-00	\$117,383		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	11/20/2024	001-2100-521.52-00	(\$26,526)	FY25 BPV GRANT RESOLUTION# 2024-104	665
		001-2100-521.52-40	\$26,526		
	11/30/2024	001-2100-521.55-00	\$3,800	1) CODC CLASS OCT-NOV CLEANUP	876
		001-2100-521.40-00	(\$3,800)		
		001-2100-521.14-00	\$0	13) CRA POLICE DETAIL OCT-NOV CLEANUP	876
		001-2100-521.41-00	\$0	4) COMMAND POST AIR CARDS OCT- NOV CLEANUP	876
	12/10/2024	001-2100-521.64-00	\$13,653	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-2100-521.14-00	\$5,000		
	01/03/2025	001-2100-521.56-15	\$0	DECEMBER CLEANUP 3) FLOCK PROJECT PO#83242	1525
		001-2100-521.49-00	\$2,020	DECEMBER CLEANUP 7) PD VEHICLE REPAIRS	1525
		001-2100-521.46-03	(\$2,020)		
	01/14/2025	001-2100-521.64-00	(\$60,958)	REPLENISH ANNUAL PAVING CLERK'S JOURNAL 1.14.25	1593
	01/21/2025	001-2100-521.48-01	\$1,653	ACCEPT FY25 JAG GRANT RESOLUTION# 2025-003	1592
		001-2100-521.14-00	\$14,000		
	01/28/2025	001-2100-521.64-00	(\$65,000)	UNDO FY25 BUDGET ESTIMATE PD REPLACEMENT VEHICLE	1774
		001-2100-521.64-00	(\$192,652)	UNDO FY25 BUDGET ESTIMATE PD 29 PORTABLE RADIOS	1774
		001-2100-521.64-00	(\$405,551)	UNDO FY25 BUDGET ESTIMATE PD 50 MOBILE RADIOS	1774
	01/31/2025	001-2100-521.64-00	\$62,070	2024 BOA LEASE BUDGET PD	1776

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS				REPLACEMENT VEHICLE	
	02/04/2025	001-2100-521.64-00	\$598,203	CORR BAF25-023A DIV CODE	1822
10	Total Budget Amendments/Transfers		Division 2100 Total	\$119,592	
2101 - POLICE COMMUNICATIONS					
2101 - POLICE COMMUNICATIONS	11/12/2024	001-2101-521.56-15	\$57,600	ENC/BUDADJ	399
	01/03/2025	001-2101-521.13-00	\$75,000	DECEMBER CLEANUP 1) COVER OTHER PD WAGES	1525
		001-2101-521.12-00	(\$75,000)		
		001-2101-521.23-04	(\$23,836)	DECEMBER CLEANUP 1) PD INTENT TO RETIRE	1525
		001-2101-521.12-12	\$23,836		
	01/31/2025	001-2101-521.64-00	\$192,667	2024 BOA LEASE BUDGET PD 29 PORTABLE RADIOS	1776
		001-2101-521.64-00	\$405,615	2024 BOA LEASE BUDGET PD 50 MOBILE RADIOS	1776
	02/04/2025	001-2101-521.64-00	(\$192,652)	UNDO FY25 BUDGET ESTIMATE PD 29 PORTABLE RADIOS	1822
		001-2101-521.64-00	(\$405,551)	UNDO FY25 BUDGET ESTIMATE PD 50 MOBILE RADIOS	1822
4	Total Budget Amendments/Transfers		Division 2101 Total	\$57,679	
2132 - CODE ENFORCEMENT					
2132 - CODE ENFORCEMENT	11/30/2024	001-2132-524.49-00	(\$1,440)	12) CODE ENFORCE AIRCARDS OCT- NOV CLEANUP	876
		001-2132-524.41-00	\$1,440		
1	Total Budget		Division 2132 Total	\$0	

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
Amendments/Transfers					
2200 - FIRE ADMINISTRATION					
2200 - FIRE ADMINISTRATION	11/12/2024	001-2200-522.52-02	\$2,500	ENC/BUDADJ	399
1	Total Budget	Division 2200 Total		\$2,500	
Amendments/Transfers					
2201 - FIRE OPERATIONS					
2201 - FIRE OPERATIONS	11/12/2024	001-2201-522.34-00	\$16,000	ENC/BUDADJ	399
		001-2201-522.52-05	\$4,786		
		001-2201-522.52-02	\$27,085		
		001-2201-522.64-00	\$1,500,000		
		001-2201-522.46-00	\$9,816		
	11/19/2024	001-2201-522.64-00	\$1,199,955	TEMP AFB PUMPER TRUCK RESOLUTION# 2024-105	664
	11/30/2024	001-2201-522.52-02	(\$295)	6) COMMUNICATIONS OCT-NOV CLEANUP	876
		001-2201-522.41-00	\$295		
	12/10/2024	001-2201-522.64-15	\$309,793	FIRE COMMUNICATIONS-DEBT RESOLUTION# 2024-113	1022
	01/28/2025	001-2201-522.64-15	(\$309,793)	UNDO FY25 BUDGET ESTIMATE FIRE COMMUNICATIONS	1778
		001-2201-522.64-00	(\$1,120,000)	UNDO FY25 BUDGET ESTIMATE FIRE ENGINE	1774
		001-2201-522.64-00	(\$1,199,955)	UNDO FY25 BUDGET ESTIMATE TEMP AFB FIRE ENGINE	1778

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2201 - FIRE OPERATIONS	01/31/2025	001-2201-522.64-15	\$309,793	2024 BOA LEASE BUDGET FIRE COMMUNICATIONS	1776
		001-2201-522.64-00	\$1,119,995	2024 BOA LEASE BUDGET FIRE ENGINE	1776
	02/28/2025	001-2201-522.52-02	(\$200)	COMMUNICATIONS SHORTAGE FEBRUARY CLEANUP	2397
		001-2201-522.41-00	\$200		
		001-2201-522.12-00	(\$6,141)	COVER ACCRUAL PAYOUT FEBRUARY CLEANUP	2397
		001-2201-522.12-12	\$6,141		
		001-2201-522.12-00	(\$717)	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		001-2201-522.20-00	\$717		
		001-2201-522.52-02	(\$18,750)	FIRE ALERTING SYSTEM FEBRUARY CLEANUP	2397
		001-2201-522.64-15	\$18,750		

7	Total Budget Amendments/Transfers	Division 2201 Total	\$1,867,475
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3200 - ADMINISTRATION

3200 - ADMINISTRATION	11/12/2024	001-3200-515.34-00	\$11,210	ENC/BUDADJ	399
		001-3200-515.31-16	\$4,204		
		001-3200-515.31-17	\$60,781		
		001-3200-515.46-04	\$130,560		
	12/10/2024	001-3200-515.31-17	\$54	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-3200-515.61-00	\$241,379		
	02/27/2025	001-3200-515.31-17	\$11,300	AMENDMENT#1 FDEP GRANT RESOLUTION# 2025-008	2213
	03/18/2025	001-3200-515.46-04	(\$16,300)	RETAINAGE RESOLUTION# 2025-017	2598

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3200 - ADMINISTRATION	03/18/2025	001-3200-515.31-16	\$4,204	ROLL PO#80938 RESOLUTION# 2025-017	2598
		001-3200-515.46-04	\$130,560	ROLL PO#82428 RESOLUTION# 2025-017	2598
		001-3200-515.46-04	(\$130,560)	UNDO YE ROLL RESOLUTION# 2025-017	2598
		001-3200-515.31-16	(\$4,204)		
		001-3200-515.46-04	\$11,660	UNENCUMBERED BUDGET ROLL RESOLUTION# 2025-017	2598
4	Total Budget Amendments/Transfers	Division 3200 Total		\$454,848	
3500 - ADMINISTRATION					
3500 - ADMINISTRATION	11/30/2024	001-3500-519.41-00	\$1,000	10) VERIZON BILL OCT-NOV CLEANUP	876
	01/03/2025	001-3500-519.56-15	\$3,000	DECEMBER CLEANUP 9) IWORQ SOFTWARE	1525
2	Total Budget Amendments/Transfers	Division 3500 Total		\$4,000	
3510 - STREET MANAGEMENT					
3510 - STREET MANAGEMENT	11/12/2024	001-3510-541.34-00	\$6,418	ENC/BUDADJ	399
		001-3510-541.31-00	\$40,120		
		001-3510-541.63-00	\$11,363		
		001-3510-541.46-00	\$74,998		
	11/30/2024	001-3510-541.41-00	(\$1,000)	10) VERIZON BILL OCT-NOV CLEANUP	876
	12/10/2024	001-3510-541.63-00	\$0	RANGE ROAD PAVING	1020
	01/03/2025	001-3510-541.46-00	(\$3,000)	DECEMBER CLEANUP 9) IWORQ	1525

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3510 - STREET MANAGEMENT				SOFTWARE	
	01/14/2025	001-3510-541.63-00	\$107,331	REPLENISH ANNUAL PAVING CLERK'S JOURNAL 1.14.25	1593
	01/28/2025	001-3510-541.64-00	(\$126,000)	UNDO FY25 BUDGET ESTIMATE PW REPLACEMENT FLATBED	1774
	01/31/2025	001-3510-541.64-00	\$132,885	2024 BOA LEASE BUDGET PW REPLACEMENT FLATBED	1776
7	Total Budget Amendments/Transfers		Division 3510 Total		\$243,115
3520 - PARKS & BEAUTIFICATION					
3520 - PARKS & BEAUTIFICATION	11/12/2024	001-3520-572.63-07	\$1,512,525	ENC/BUDADJ	399
		001-3520-572.64-00	\$46,373		
	11/30/2024	001-3520-572.46-00	(\$10,000)	5) MOWING CONTRACTS OCT-NOV CLEANUP	876
		001-3520-572.34-09	\$10,000		
		001-3520-572.63-00	(\$15,000)	9) PICKLE BALL LIGHTS GEN OCT-NOV CLEANUP	876
		001-3520-572.63-07	\$15,000		
	12/10/2024	001-3520-572.46-03	\$7,209	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-3520-572.63-07	\$348,201		
	01/14/2025	001-3520-572.64-00	(\$46,373)	REPLENISH ANNUAL PAVING CLERK'S JOURNAL 1.14.25	1593
	01/28/2025	001-3520-572.64-00	(\$15,000)	UNDO FY25 BUDGET ESTIMATE PW BEATIFICATION MOWER	1774
		001-3520-572.64-00	(\$72,000)	UNDO FY25 BUDGET ESTIMATE PW REPLACEMENT GRAPPLE	1774

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3520 - PARKS & BEAUTIFICATION	01/28/2025	001-3520-572.64-00	(\$67,000)	UNDO FY25 BUDGET ESTIMATE PW REPLACEMENT VEH#117	1774
		001-3520-572.64-00	(\$48,000)	UNDO FY25 BUDGET ESTIMATE PW REPLACEMENT VEH#136	1774
	01/30/2025	001-3520-572.46-00	\$25,372	EMERGENCY NONREIMBURSABLE RESOLUTION# 2025-005	1758
		001-3520-572.31-03	\$6,540		
		001-3520-572.34-00	\$211		
	01/31/2025	001-3520-572.64-00	\$78,737	2024 BOA LEASE BUDGET PW REPLACEMENT GRAPPLE	1776
		001-3520-572.64-00	\$57,403	2024 BOA LEASE BUDGET PW REPLACEMENT VEH#117	1776
		001-3520-572.64-00	\$64,965	2024 BOA LEASE BUDGET PW REPLACEMENT VEH#136	1776
	02/01/2025	001-3520-572.64-00	\$9,489	PW MOWER JANUARY CLEANUP	2165
	02/25/2025	001-3520-572.64-00	\$0	CORRECT BAF25-022-T 2/25/25 CLERK'S JOURNAL	2211
		001-3520-572.64-00	\$0	SHORE UP PW GRAPPLE 2/25/25 CLERK'S JOURNAL	2211
		001-3520-572.64-00	\$0	SHORE UP 2 PW VEHICLES 2/25/25 CLERK'S JOURNAL	2211
	02/28/2025	001-3520-572.12-00	(\$605)	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		001-3520-572.20-00	\$605		
		001-3520-572.46-00	\$0	GIVE D4 PARK PROJ. BUDGET FEBRUARY CLEANUP	2397
		001-3520-572.46-00	(\$5,000)	SOLID WASTE MANAGEMENT FEBRUARY CLEANUP	2397

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3520 - PARKS & BEAUTIFICATION	02/28/2025	001-3520-572.34-00	\$5,000	SOLID WASTE MANAGEMENT FEBRUARY CLEANUP	2397
10	Total Budget Amendments/Transfers		Division 3520 Total		\$1,908,652
3540 - PUBLIC WORKS- FLEET MAINT					
3540 - PUBLIC WORKS- FLEET MAINT	11/12/2024	001-3540-519.55-00	\$2,471	ENC/BUDADJ	399
		001-3540-519.64-00	\$173,227		
	12/10/2024	001-3540-519.56-15	\$15,000	CAPITAL ROLL RESOLUTION# 2024-112	1017
	02/28/2025	001-3540-519.20-00	\$275	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		001-3540-519.12-00	(\$275)		
3	Total Budget Amendments/Transfers		Division 3540 Total		\$190,698
3550 - SANITATION					
3550 - SANITATION	03/18/2025	001-3550-534.34-00	(\$15,558)	MATCH SOLID WASTE PMT SEE 3-18 CLERK'S JOURNAL	2599
1	Total Budget Amendments/Transfers		Division 3550 Total		(\$15,558)
3560 - FACILITY MANAGEMENT					
3560 - FACILITY MANAGEMENT	11/12/2024	001-3560-519.46-02	\$8,802	ENC/BUDADJ	399
		001-3560-519.46-00	\$28,551		
		001-3560-519.56-15	\$14,772		
		001-3560-519.64-00	\$152,754		
	11/30/2024	001-3560-519.46-00	(\$8,000)	9) PICKLE BALL LIGHTS GEN OCT-NOV	876

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3560 - FACILITY MANAGEMENT	11/30/2024	001-3560-519.44-00	\$8,000	CLEANUP	876
	12/10/2024	001-3560-519.64-00	\$44,161	CAPITAL ROLL RESOLUTION# 2024-112	1017
	02/01/2025	001-3560-519.46-02	(\$9,489)	PW MOWER JANUARY CLEANUP	2165
	02/28/2025	001-3560-519.12-00	(\$845)	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		001-3560-519.20-00	\$845		
	03/21/2025	001-3560-519.56-15	(\$14,771)	BRIGHTLY SBITA SEE 3-18 CLERK'S JOURNAL	2604
		001-3560-519.46-02	(\$9,486)		
6	Total Budget Amendments/Transfers		Division 3560 Total		\$215,294
3580 - CAPITAL PROJECTS MNGMT					
3580 - CAPITAL PROJECTS MNGMT	11/12/2024	001-3580-519.64-00	\$24,317	ENC/BUDADJ	399
	12/10/2024	001-3580-519.63-07	\$85,000	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-3580-519.64-00	\$529,141		
2	Total Budget Amendments/Transfers		Division 3580 Total		\$638,458
18	Total Budget Amendments/Transfers		GENERAL FUND		\$7,242,400
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	02/28/2025	103-3240-554.56-15	\$650	MONITORS 4 HOUSING COORD. FEBRUARY CLEANUP	2397
		103-3240-554.52-00	(\$650)		
1	Total Budget Amendments/Transfers		Division 3240 Total		\$0

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1	Total Budget Amendments/Transfers	CDBG		\$0	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	11/12/2024	104-3240-554.83-23	\$53,880	ENC/BUDADJ	399
	03/18/2025	104-3240-554.83-22	\$12,747	FY23 & PRIOR CHDO RESOLUTION# 2025-017	2597
		104-3240-554.83-23	\$154,800	FY23 & PRIOR 1ST TIME HB RESOLUTION# 2025-017	2597
		104-3240-554.12-00	\$1,707	FY24 ADMIN CARRYFORWARD RESOLUTION# 2025-017	2597
		104-3240-554.83-22	\$11,407	FY24 CHDO RESOLUTION# 2025-017	2597
		104-3240-554.83-23	(\$53,880)	UNDO YE ROLL RESOLUTION# 2025-017	2597
	03/21/2025	104-3240-554.39-00	(\$11,119)	HOME FY24-25 DISBURSEMENT RESOLUTION# 2025-021	2614
		104-3240-554.83-22	(\$1,669)		
		104-3240-554.12-00	(\$4)		
		104-3240-554.83-23	\$3		
3	Total Budget Amendments/Transfers	Division 3240 Total		\$167,872	
3	Total Budget Amendments/Transfers	BREVARD COUNTY HOME		\$167,872	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	11/12/2024	105-3240-554.83-00	\$3,575	ENC/BUDADJ	399
	03/18/2025	105-3240-554.83-00	\$3,634	FY23 INTEREST CARRYFORWRD RESOLUTION# 2025-017	2596

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3240 - HOUSING GRANTS	03/18/2025	105-3240-554.83-00	\$68,881	FY23 REMAINING BUDGET RESOLUTION# 2025-017	2596
		105-3240-554.83-00	\$228,460	FY24 BUDGET TO ROLL RESOLUTION# 2025-017	2596
		105-3240-554.83-00	\$1,658	FY24 CR - 1510 N KENTUCKY RESOLUTION# 2025-017	2596
		105-3240-554.83-00	\$101	FY24 HHRP RESOLUTION# 2025-017	2596
		105-3240-554.83-00	\$7,203	FY24 INTEREST CARRYFORWRD RESOLUTION# 2025-017	2596

2	Total Budget Amendments/Transfers	Division 3240 Total		\$313,512
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2	Total Budget Amendments/Transfers	SHIP/HOUSING ASSISTANCE		\$313,512
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3200 - ADMINISTRATION

3200 - ADMINISTRATION	11/12/2024	107-3200-524.34-00	\$17,616	ENC/BUDADJ	399
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1	Total Budget Amendments/Transfers	Division 3200 Total		\$17,616
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1	Total Budget Amendments/Transfers	BUILDING PERMITS		\$17,616
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3230 - CRA ADMIN/OPERATIONS

3230 - CRA ADMIN/OPERATIONS	11/12/2024	110-3230-559.64-15	\$27,855	ENC/BUDADJ	399
		110-3230-559.31-00	\$38,700		
		110-3230-559.63-00	\$10,224		
	12/10/2024	110-3230-559.64-15	\$33,376	CAPITAL ROLL RESOLUTION#	1017

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3230 - CRA ADMIN/OPERATIONS	12/10/2024	110-3230-559.63-00	\$800,000	2024-112	1017
		110-3230-559.61-00	\$70,372		
		110-3230-559.63-07	\$4,501		
		110-3230-559.64-00	\$23,993		
	01/06/2025	110-3230-559.39-00	(\$89,319)	SHORE UP CCRA TIF REVENUE RESOLUTION# CCRA 2024-250	1596
	02/01/2025	110-3230-559.72-00	(\$1,834)	RECLASS DEBT SERVICE JANUARY CLEANUP	2165
		110-3230-517.72-31	\$1,834		
		110-3230-517.71-31	\$62,211		
		110-3230-559.71-00	(\$62,211)		
	02/05/2025	110-3230-559.31-01	\$5,000	LEGAL FEE TOP-UP RESOLUTION# CCRA-2025-007	1859
5	Total Budget Amendments/Transfers	Division 3230 Total		\$924,702	
5	Total Budget Amendments/Transfers	CRA COCOA RDA		\$924,702	
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	11/12/2024	111-3230-559.64-15	\$8,591	ENC/BUDADJ	399
		111-3230-559.83-00	\$5,700		
		111-3230-559.31-00	\$38,700		
	12/10/2024	111-3230-559.63-00	\$181,226	CAPITAL ROLL RESOLUTION# 2024-112	1017
		111-3230-559.64-15	\$2,097		
	01/27/2025	111-3230-559.83-11	\$32,500	DSCRA UPSTART GRANT RES.# DSCRA 2025-039	1728

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3230 - CRA ADMIN/OPERATIONS	01/27/2025	111-3230-559.39-00	(\$47,735)	SHOREUP DSCRA TIF REVENUE RES.# DSCRA 2025-046	1731
	02/01/2025	111-3230-559.83-11	\$0	RECLASS DEBT SERVICE JANUARY CLEANUP	2165
	03/01/2025	111-3230-559.34-00	\$10,000	ANR PRGRM AWARD INCREASE RES# DSCRA-2025-047	2379
		111-3230-559.39-00	(\$10,000)	CFIP PRGRM AWARD INCREASE RES# DSCRA-2025-044	2380
		111-3230-559.83-00	\$10,000		
5	Total Budget Amendments/Transfers		Division 3230 Total		\$231,079
5	Total Budget Amendments/Transfers		CRA DIAMOND SQUARE 626		\$231,079
1203 - INFORMATION TECHNOLOGY					
1203 - INFORMATION TECHNOLOGY	11/12/2024	130-1203-516.63-00	\$28,631	ENC/BUDADJ	399
	12/12/2024	130-1203-516.63-00	(\$6,604)	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021
2	Total Budget Amendments/Transfers		Division 1203 Total		\$22,027
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	11/12/2024	130-1600-513.56-15	\$15,625	ENC/BUDADJ	399
	12/12/2024	130-1600-513.56-15	(\$12,721)	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021
	03/18/2025	130-1600-581.91-01	\$13,934	ARPA INTEREST TRANSFERS RESOLUTION# 2024-115	2609
3	Total Budget		Division 1600 Total		\$16,838

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
Amendments/Transfers					
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	11/12/2024	130-2100-521.64-00	\$234,766	ENC/BUDADJ	399
	12/12/2024	130-2100-521.64-00	\$9,234	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021
	12/23/2024	130-2100-521.64-00	\$56,341	ARPA REALLOCATION POLICE VEHICLE	1206
		130-2100-521.64-00	(\$9,234)	ARPA REALLOCATION REMAINDER - POLICE STRIPE	1206
3	Total Budget Amendments/Transfers		Division 2100 Total	\$291,107	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	12/12/2024	130-3240-554.83-92	\$0	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021
1	Total Budget Amendments/Transfers		Division 3240 Total	\$0	
3520 - PARKS & BEAUTIFICATION					
3520 - PARKS & BEAUTIFICATION	12/23/2024	130-3520-572.64-00	\$46,373	ARPA REALLOCATION REPLACEMENT VEHICLE #148	1206
1	Total Budget Amendments/Transfers		Division 3520 Total	\$46,373	
3560 - FACILITY MANAGEMENT					
3560 - FACILITY MANAGEMENT	12/12/2024	130-3560-519.64-00	\$131,295	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021
	12/23/2024	130-3560-519.64-00	(\$92,315)	ARPA REALLOCATION HOLDING PLACE - PO ROLL	1206

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3560 - FACILITY MANAGEMENT	12/23/2024	130-3560-519.64-00	(\$1,165)	ARPA REALLOCATION REMAINDER - CITY AC UNITS	1206
2	Total Budget Amendments/Transfers	Division 3560 Total		\$37,815	
3580 - CAPITAL PROJECTS MNGMT					
3580 - CAPITAL PROJECTS MNGMT	12/12/2024	130-3580-572.63-00	\$0	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021
1	Total Budget Amendments/Transfers	Division 3580 Total		\$0	
4	Total Budget Amendments/Transfers	AMERICAN RESCUE PLAN FUND		\$414,160	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	02/11/2025	142-2100-521.54-00	\$100	STATE FORFITURE FUNDS RESOLUTION# 2025-007	2164
		142-2100-521.55-00	\$6,975		
		142-2100-521.40-00	\$2,925		
	03/27/2025	142-2100-521.40-00	\$2,925	INTEL/LEADERSHIP TRAINING RESOLUTION# 2025-007	2726
		142-2100-521.55-00	\$6,975		
		142-2100-521.54-00	\$100		
		142-2100-521.54-00	(\$100)	STATE FORFITURE FUNDS REVERSE GROUP# 2025-02164	2726
		142-2100-521.55-00	(\$6,975)		
		142-2100-521.40-00	(\$2,925)		
2	Total Budget Amendments/Transfers	Division 2100 Total		\$10,000	
2	Total Budget	POLICE SPECIAL		\$10,000	

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
Amendments/Transfers			EDUCATION		
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	10/14/2024	143-2100-521.52-00	\$6,825	EXPEND FEDERAL FORFEITURE RESOLUTION #: 24-096	123
1	Total Budget Amendments/Transfers		Division 2100 Total		\$6,825
1	Total Budget Amendments/Transfers		FEDERAL FORFEITURE FUND		\$6,825
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	01/28/2025	201-1600-517.71-16	\$46,000	BOA LEASE DEBTSERVICE PMT	1777
		201-1600-517.72-16	\$19,640		
		201-1600-517.72-17	\$22,182		
		201-1600-517.71-17	\$99,000		
		201-1600-517.71-00	(\$380,000)	UNDO FY25 INTERFUND TXFR ESTIMATED DEBT FINANCING	1775
1	Total Budget Amendments/Transfers		Division 1600 Total		(\$193,178)
1	Total Budget Amendments/Transfers		DEBT SERVICE FUND		(\$193,178)
3570 - STORMWATER UTILITY					
3570 - STORMWATER UTILITY	11/12/2024	303-3570-538.63-08	\$62,043	ENC/BUDADJ	399
		303-3570-538.63-00	\$42,646		
		303-3570-538.63-73	\$1,667,960		
		303-3570-538.63-73	(\$128,164)	RETAINAGE RES. #24-103 PO# 81782	666

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number	
3570 - STORMWATER UTILITY	11/12/2024	303-3570-538.63-00	(\$24,155)	RETAINAGE RES. #24-103 PO# 81782	666	
	12/10/2024	303-3570-538.63-08	\$8,715	CAPITAL ROLL RESOLUTION# 2024-112	1018	
		303-3570-538.63-00	\$324,686			
	03/21/2025	303-3570-538.63-00	\$343,177	FIX NON GRANT FISKE ROLL RESOLUTION# 2025-014	2600	
		303-3570-538.63-73	\$1,937,668	REMAINING CONSTRUCTION RESOLUTION# 2025-014	2601	
		303-3570-538.63-08	\$70,758	SDC REIMBURSABLE RESOLUTION# 2025-014	2601	
		303-3570-538.63-08	\$15,395	SDC REIMBURSABLE REVISIT* RESOLUTION# 2025-014	2601	
		303-3570-538.63-08	(\$8,715)	UNDO CAPITAL ROLL RESOLUTION# 2025-014	2600	
		303-3570-538.63-00	(\$324,686)			
		303-3570-538.63-00	(\$42,646)	UNDO PO ROLL (ENC/BUDADJ) RESOLUTION# 2025-014	2600	
		303-3570-538.63-08	(\$62,043)			
		303-3570-538.63-73	(\$1,667,960)			
		303-3570-538.63-00	\$24,155	UNDO RETAINAGE RESOLUTION# 2025-014	2600	
		303-3570-538.63-73	\$128,164			
		3	Total Budget Amendments/Transfers	Division 3570 Total		\$2,366,998
3		Total Budget Amendments/Transfers	FISKE BV CMPLT STRTSCAPE		\$2,366,998	
3580 - CAPITAL PROJECTS MNGMT						
3580 - CAPITAL	11/12/2024	304-3580-572.63-00	\$133,724	ENC/BUDADJ	399	

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
PROJECTS MNGMT	12/10/2024	304-3580-572.63-00	\$2,020	CAPITAL ROLL RESOLUTION# 2024-112	1018

2	Total Budget Amendments/Transfers	Division 3580 Total		\$135,744	
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2	Total Budget Amendments/Transfers	T DOCKS / BREAKWATER		\$135,744	
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4010 - WATER ADMINISTRATION

4010 - WATER ADMINISTRATION	10/08/2024	421-4010-536.31-00	(\$270,847)	TCR PROJECT TASK #2	RESOLUTION #: 24-097	122
	11/12/2024	421-4010-536.47-00	\$15,255	ENC/BUDADJ		399
		421-4010-536.31-01	\$131,151			
		421-4010-536.31-00	\$15,270			
	11/30/2024	421-4010-536.47-00	\$8,551	15) LEAD & COPPER MAILERS	OCT-NOV CLEANUP	876
		421-4010-536.31-01	(\$8,551)			876
		421-4010-536.41-00	\$13	8) SAT PHONE SERVICES	OCT-NOV CLEANUP	
		421-4010-536.31-00	(\$13)			
	12/10/2024	421-4010-581.91-24	\$26,260	VORTEX MANHOLE LINING RESOLUTION# 2024-111		1019
	01/03/2025	421-4010-536.31-01	(\$1,910)	DECEMBER CLEANUP	4) LAB AUDIT	1525
		421-4010-536.31-00	\$1,910			
	02/01/2025	421-4010-536.31-00	(\$1,150)	LAB OVEN REPAIR	JANUARY CLEANUP	2165
		421-4010-536.46-00	\$1,150			
	03/18/2025	421-4010-581.91-25	\$9,355	CORRECT DEBT SERVICE PMT RESOLUTION# 2025-015		2612

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
7	Total Budget Amendments/Transfers		Division 4010 Total		(\$73,556)
4011 - EMERGENCY/DISASTER SVS					
4011 - EMERGENCY/DISASTER SVS	01/30/2025	421-4011-525.24-00	\$83	MILTON REIMBURSABLE RESOLUTION# 2025-005	1758
		421-4011-525.23-09	\$16		
		421-4011-525.23-04	\$2,345		
		421-4011-525.23-07	\$87		
		421-4011-525.23-08	\$87		
		421-4011-525.22-00	\$1,601		
		421-4011-525.49-00	\$5,706		
		421-4011-525.23-00	\$28		
		421-4011-525.21-00	\$4,802		
		421-4011-525.12-00	\$66,781		
1	Total Budget Amendments/Transfers		Division 4011 Total		\$81,536
4020 - DYAL PLANT					
4020 - DYAL PLANT	10/08/2024	421-4020-536.31-27	\$270,847	TCR PROJECT TASK #2 RESOLUTION #: 24-097	122
	11/12/2024	421-4020-536.31-03	\$11,622	ENC/BUDADJ	399
		421-4020-536.56-15	\$12,207		
		421-4020-536.46-00	\$96,488		
		421-4020-536.34-00	\$7,000		
		421-4020-536.46-02	\$162,233		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	11/12/2024	421-4020-536.55-00	\$3,687	ENC/BUDADJ	399
		421-4020-536.64-15	\$24,511		
		421-4020-536.52-09	\$7,388		
	01/03/2025	421-4020-536.31-03	\$8,000	DECEMBER CLEANUP 2) SWALE PROJECT SJRMWD	1525
		421-4020-536.46-00	(\$8,000)		
		421-4020-536.46-00	(\$500)	DECEMBER CLEANUP 8) REPLACE MGNT SHIRTS	1525
		421-4020-536.52-00	(\$1,200)		
		421-4020-536.52-02	\$1,200		
		421-4020-536.42-00	\$500		
	02/28/2025	421-4020-536.12-00	(\$1,370)	COVER ACCRUAL PAYOUT FEBRUARY CLEANUP	2397
		421-4020-536.12-12	\$1,370		
		421-4020-536.12-00	(\$430)	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		421-4020-536.20-00	\$430		
	03/01/2025	421-4020-536.46-00	(\$92,830)	DYAL SCADA AC UNITS 02/01/25 CLERK'S JOURNAL	2534
		421-4020-536.64-00	\$92,830		
5	Total Budget Amendments/Transfers	Division 4020 Total			\$595,983
4025 - WATER FIELD OPERATIONS					
4025 - WATER FIELD OPERATIONS	11/12/2024	421-4025-536.46-00	\$255,060	ENC/BUDADJ	399
		421-4025-536.64-00	\$338,063		
	12/10/2024	421-4025-536.64-00	\$66,532	CAPITAL ROLL RESOLUTION# 2024-112	1018
	02/28/2025	421-4025-536.12-12	\$4,861	COVER ACCRUAL PAYOUT FEBRUARY	2397

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment		Group Number
4025 - WATER FIELD OPERATIONS	02/28/2025	421-4025-536.12-00	(\$4,861)	CLEANUP		2397
		421-4025-536.12-00	(\$805)	COVER SHOE ALLOWANCE	FEBRUARY CLEANUP	2397
		421-4025-536.20-00	\$805			
		421-4025-536.64-00	\$0	TRAILER & 2 MIXING TANKS	FEBRUARY CLEANUP	2397
3	Total Budget Amendments/Transfers	Division 4025 Total			\$659,655	
4055 - ENGINEERING						
4055 - ENGINEERING	11/12/2024	421-4055-536.31-03	\$1,220,643	ENC/BUDADJ		399
		421-4055-536.63-00	\$774,587			
	11/30/2024	421-4055-536.46-00	\$165	2) ENG CANON SERVICES	OCT-NOV CLEANUP	876
		421-4055-536.55-00	(\$165)			
	12/10/2024	421-4055-536.63-00	\$210,574	CAPITAL ROLL	RESOLUTION# 2024-112	1018
3	Total Budget Amendments/Transfers	Division 4055 Total			\$2,205,804	
4120 - SELLERS PLANT						
4120 - SELLERS PLANT	11/12/2024	421-4120-536.46-00	\$17,429	ENC/BUDADJ		399
		421-4120-536.63-00	\$45,243			
		421-4120-536.46-02	\$2,475			
		421-4120-536.34-00	\$880			
	02/28/2025	421-4120-536.12-00	(\$565)	COVER SHOE ALLOWANCE	FEBRUARY CLEANUP	2397
		421-4120-536.20-00	\$565			

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2	Total Budget Amendments/Transfers		Division 4120 Total		\$66,027
4125 - SEWER FIELD OPERATIONS					
4125 - SEWER FIELD OPERATIONS	11/12/2024	421-4125-536.46-00	\$3,636	ENC/BUDADJ	399
	12/10/2024	421-4125-536.46-00	(\$26,260)	VORTEX MANHOLE LINING RESOLUTION# 2024-111	1019
	02/28/2025	421-4125-536.12-12	\$19,239	COVER ACCRUAL PAYOUT FEBRUARY CLEANUP	2397
		421-4125-536.12-00	(\$19,239)		
		421-4125-536.12-00	(\$195)	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		421-4125-536.20-00	\$195		
3	Total Budget Amendments/Transfers		Division 4125 Total		(\$22,624)
10	Total Budget Amendments/Transfers		WATER/SEWER FUND		\$3,512,825
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	03/18/2025	422-4010-581.91-25	(\$9,355)	CORRECT DEBT SERVICE PMT RESOLUTION# 2025-015	2612
1	Total Budget Amendments/Transfers		Division 4010 Total		(\$9,355)
1	Total Budget Amendments/Transfers		WATER/SEWER IMPACT FEE		(\$9,355)
3570 - STORMWATER UTILITY					
3570 - STORMWATER UTILITY	11/12/2024	423-3570-538.34-00	\$2	ENC/BUDADJ	399
		423-3570-538.63-00	\$407,522		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3570 - STORMWATER UTILITY	11/12/2024	423-3570-538.63-73	\$214,165	ENC/BUDADJ	399
		423-3570-538.31-00	\$600		
		423-3570-538.52-00	\$1,659		
		423-3570-538.63-35	\$51,222		
		423-3570-538.63-73	(\$12,947)	RETAINAGE RES. #24-103 PO# 81782	666
		423-3570-538.63-00	(\$2,390)		
	01/01/2025	423-3570-538.39-00	(\$7,790)	CURED IN PLACE PIPELINING CLERK'S JOURNAL 12.10.24	1591
		423-3570-538.63-00	\$7,790		
	02/28/2025	423-3570-538.12-00	(\$390)	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		423-3570-538.20-00	\$390		
		423-3570-538.12-00	(\$22,502)	OTHER SALARIES AND WAGES FEBRUARY CLEANUP	2397
		423-3570-538.13-00	\$22,502		
	03/21/2025	423-3570-538.63-00	\$19,874	BUY FISKE PRJ. EXTRA PIPE SEE 3-18 CLERK'S JOURNAL	2602
		423-3570-538.39-00	(\$19,874)		
		423-3570-538.63-73	\$201,219	REMAINING CONSTRUCTION RESOLUTION# 2025-014	2601
		423-3570-538.63-73	(\$214,165)	UNDO PO ROLL (ENC/BUDADJ) RESOLUTION# 2025-014	2600
		423-3570-538.63-73	\$12,947	UNDO RETAINAGE RESOLUTION# 2025-014	2600
4	Total Budget Amendments/Transfers	Division 3570 Total		\$659,834	
4	Total Budget Amendments/Transfers	STORMWATER UTILITY		\$659,834	

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT					
4020 - DYAL PLANT	11/12/2024	424-4020-536.63-00	\$163,559	ENC/BUDADJ	399
	12/10/2024	424-4020-536.62-00	\$75,000	CAPITAL ROLL RESOLUTION# 2024-112	1018
		424-4020-536.63-07	\$275,000		
		424-4020-536.63-00	\$1,580,747		
	01/03/2025	424-4020-536.64-00	\$0	DECEMBER CLEANUP 5) JOCKEY HIGH PUMPS	1525
3	Total Budget Amendments/Transfers		Division 4020 Total		\$2,094,306
4025 - WATER FIELD OPERATIONS					
4025 - WATER FIELD OPERATIONS	01/28/2025	424-4025-536.63-63	\$1,200,000	PINEDA PHASE 2 GRANT -FED RESOLUTION# 2025-004	1759
		424-4025-536.63-64	\$135,000	PINEDA PHASE2 GRANT-STATE RESOLUTION# 2025-004	1759
1	Total Budget Amendments/Transfers		Division 4025 Total		\$1,335,000
4055 - ENGINEERING					
4055 - ENGINEERING	11/12/2024	424-4055-536.63-08	\$13,610	ENC/BUDADJ	399
		424-4055-536.63-78	\$2,615,124		
		424-4055-536.63-00	\$11,829,709		
		424-4055-536.63-73	\$467,817		
		424-4055-536.63-00	(\$42,550)	RETAINAGE RES. #24-103 PO# 80814	666
		424-4055-536.63-00	(\$188,524)	RETAINAGE RES. #24-103 PO# 81414	666
		424-4055-536.63-78	(\$53,236)		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	11/12/2024	424-4055-536.63-00	(\$43,825)	RETAINAGE RES. #24-103 PO# 81782	666
		424-4055-536.63-73	(\$23,146)		
		424-4055-536.63-00	(\$16,747)	RETAINAGE RES. #24-103 PO# 82211	666
		424-4055-536.63-00	(\$61,442)	RETAINAGE RES. #24-103 PO# 82212	666
	11/30/2024	424-4055-536.63-00	\$0	3) CATALINA ISLE DR WM OCT-NOV CLEANUP	876
	12/10/2024	424-4055-536.63-08	\$1,785	CAPITAL ROLL RESOLUTION# 2024-112	1018
		424-4055-536.63-00	\$15,046,287		
	03/18/2025	424-4055-536.63-00	\$150,232	WEST AVE BRIDGE WATERMAIN SEE 3-18 CLERK'S JOURNAL	2613
	03/21/2025	424-4055-536.63-00	\$444,671	REMAINING CONSTRUCTION RESOLUTION# 2025-014	2601
		424-4055-536.63-08	\$15,395	SDC REIMBURSABLE RESOLUTION# 2025-014	2601
		424-4055-536.63-08	(\$1,785)	UNDO CAPITAL ROLL RESOLUTION# 2025-014	2600
		424-4055-536.63-08	(\$13,610)	UNDO PO ROLL (ENC/BUDADJ) RESOLUTION# 2025-014	2600
		424-4055-536.63-73	(\$467,817)		
		424-4055-536.63-73	\$23,146	UNDO RETAINAGE RESOLUTION# 2025-014	2600
		424-4055-536.63-00	(\$150,232)	WEST AVE BRIDGE WATERMAIN SEE 3-18 CLERK'S JOURNAL	2613
5	Total Budget Amendments/Transfers	Division 4055 Total	\$29,544,862		

4120 - SELLERS PLANT

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4120 - SELLERS PLANT	11/12/2024	424-4120-536.64-15	\$8,032	ENC/BUDADJ	399
		424-4120-536.63-00	\$49,446		
	12/10/2024	424-4120-536.64-15	\$771,651	CAPITAL ROLL RESOLUTION# 2024-112	1018
		424-4120-536.63-00	\$1,587,306		
	02/11/2025	424-4120-536.64-15	\$0	SELLERS WRF PLCS 2/11/25 CLERK'S JOURNAL	2163
3	Total Budget Amendments/Transfers		Division 4120 Total		\$2,416,435
4125 - SEWER FIELD OPERATIONS					
4125 - SEWER FIELD OPERATIONS	11/12/2024	424-4125-536.63-00	\$179,709	ENC/BUDADJ	399
	12/10/2024	424-4125-536.63-00	\$26,260	VORTEX MANHOLE LINING RESOLUTION# 2024-111	1019
2	Total Budget Amendments/Transfers		Division 4125 Total		\$205,969
8	Total Budget Amendments/Transfers		RENEWAL & REPLACE FUND		\$35,596,572
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	03/18/2025	425-4010-581.91-24	\$374,000	COCOA GROVES&WINWARD TXFR RESOLUTION# 2025-015	2610
1	Total Budget Amendments/Transfers		Division 4010 Total		\$374,000
1	Total Budget Amendments/Transfers		W/S RESTRICTED ASSETS		\$374,000
4020 - DYAL PLANT					

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	10/08/2024	427-4020-536.31-34	\$1,354,235	TCR PROJECT TASK #2 RESOLUTION #: 24-097	122
		427-4020-536.31-36	\$180,566		
		427-4020-536.31-37	\$2,031,352		
		427-4020-536.31-35	\$677,117		
	11/12/2024	427-4020-536.31-36	\$3,408	ENC/BUDADJ	399
		427-4020-536.31-37	\$38,332		
		427-4020-536.31-35	\$12,778		
		427-4020-536.31-34	\$25,555		

2	Total Budget Amendments/Transfers	Division 4020 Total	\$4,323,343
2	Total Budget Amendments/Transfers	TCR/SJR PROJECT	\$4,323,343

1801 - HUMAN RESOURCES

1801 - HUMAN RESOURCES	11/12/2024	520-1801-513.31-00	\$12,043	ENC/BUDADJ	399
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1	Total Budget Amendments/Transfers	Division 1801 Total	\$12,043
1	Total Budget Amendments/Transfers	WORKERS COMPENSATION FUND	\$12,043

57 Transfers & Amendments Between Oct 1, 2024 and Mar 31, 2025
FY 2025 Total Transfer & Amendments **\$56,106,992**

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 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
<i>Report: Expense Budget Tracking Worksheet</i> <i>Run by: Zoie R. Badalov</i>					Date: 04/11/2025

CITY COUNCIL AGENDA ITEM

Memo Date: April 22, 2025
Agenda Date: April 22, 2025
File ID: 2025-361
Prepared By: Monica Arsenault, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action: The City of Cocoa's Open Board Vacancies.

BACKGROUND:

The City of Cocoa currently has several vacancies on various boards and committees. This agenda item provides an overview of these vacancies, eligibility criteria and the application process for interested residents.

Current/Upcoming Vacancies:

Board of Adjustment

- 2 Regular member vacancies
- 2 Alternate member vacancies
- 2 Regular member terms expiring May 31, 2025

Code Enforcement Board

- 1 Alternate member vacancy

Police Advisory Board

- 3 Regular member vacancies

Police Pension Board

- 1 Regular member vacancy

Sustainability Advisory Board

- 4 Regular member vacancies, 3 terms expired January 11, 2025

Eligibility Criteria:

- Must be a resident or owner of real property within the City limits of Cocoa.

- Must consent to a criminal background check.
- Be duly registered to vote in Brevard County.
- Must meet any other specific qualifications outlined in the board/committee's bylaws.
- Code Board: Additionally, appointments shall be made in accordance with applicable law and ordinances on the basis of experience or interest in the subject matter jurisdiction of the respective code enforcement board, in the sole discretion of the local governing body. The membership of each enforcement board shall, whenever possible, include an architect, a businessperson, an engineer, a general contractor, a subcontractor, and a realtor. § 162.05, Fla. Stat.
- CRA Boards: Additionally, 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. § 163.356, Fla. Stat.
- Police and Fire Pension Boards: Additionally, special rules apply. Chs. 175 and 185, Fla. Stat.
- Cocoa Housing Authority: Additionally, special rules apply. The Mayor appoints and Council approves per Ch. 421, Fla. Stat.

Application Process:

Interested residents can apply on the City of Cocoa's website at <https://www.cocoaf1.gov/119/Vacancies>.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

The City of Cocoa's Open Board Vacancies.

RESOLUTION NO. 2024-049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; ESTABLISHING A BOARD APPOINTMENT POLICY AND PROCEDURE FOR THE CITY COUNCIL TO UTILIZE WHEN MAKING APPOINTMENTS TO CITY BOARDS AND COMMITTEES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Section 2-58 of the Code of Ordinances of the City of Cocoa provides uniform procedures and requirements for establishing and/or abolishing boards and committees, appointing and removing members thereof, and conducting board and committee business; and

WHEREAS, the City Council of the City of Cocoa has established multiple boards and committees pursuant to the authority granted to the Council in Section 2-58 which serve to assist the City Council with tasks critical to efficient administration of City government and to provide members of the public with an opportunity to serve their community; and

WHEREAS, Section 2-58(e) of the Code of Ordinances provides that “all persons shall be appointed to, and removed from city boards and committees by majority vote of the city council,” and shall “serve at the pleasure of the city council;” and

WHEREAS, the City Council desires, via this Resolution, to create a uniform procedure which the City Council shall follow when appointing members to serve on City boards and/or committees; and

WHEREAS, providing a standardized board appointment process will serve to enhance the public’s confidence in the municipal services delegated to, and performed by, City boards and committees and to ensure that decisions of boards and committees are in the best interests of the City; and

WHEREAS, nothing in this Resolution is intended to supersede or conflict with Section 2-58 of the City Code and is merely intended to supplement the uniform procedures codified in such section; and

WHEREAS, this Resolution shall not apply to nor govern the process for filling vacancies on the City Council, which is addressed in Article III, Section 10 of the City Charter; and

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

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

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

Section 2. **Establishment of Board and Committee Appointment Process.**

BOARD AND COMMITTEE APPOINTMENT PROCESS

1. Board and Committee Member End-of-Term and Vacancy Procedures; Reappointment.

- a. The City Clerk shall notify the City Manager of the impending expiration of an appointment term for a currently serving board or committee member at least ninety (90) days prior to such expiration of their term or upon receiving a written resignation notice from a currently serving board or committee member.
- b. The vacancy or potential vacancy shall be advertised to the public by posting a notification of such vacancy on the City's website, social media, and newsletter, and by such other means directed by the City Manager. Such advertisement shall invite the public to apply for membership on the Board or Committee. Alternate members of the Board or Committee shall also be extended an invitation to apply for the vacancy.
- c. If a Board or Committee Member's term is expiring, they will be invited to apply for reappointment. Board and Committee members shall be informed that the Code of Ordinances, Section 2-58(f), provides that no board or committee member shall serve more than three (3) consecutive full terms on the same board or committee. However, the City Council has reserved the right to waive the term limitation set forth in Section 2-58(f) when the Council determines that the applicant pool of eligible persons desiring to serve on a board or committee is insufficient for any reason to appoint a different person to replace the board or committee member being termed out. Board or committee members applying for reappointment shall be considered for reappointment in accordance with Section 3 below and amongst other candidates that have applied for the seat, if any.
- d. Persons wishing to be considered for appointment to a City board or committee must submit an online application for appointment to the City Clerk's Office no later than thirty (30) calendar days after the vacancy or potential vacancy is advertised. Vacancy advertisements may be extended at the discretion of the City Manager. Application assistance is available through the City Clerk's Office by phone (321) 433-8480 or email cityclerk@cocoafl.gov.
- e. The City Clerk's Office shall review the applications, assess applicants' qualifications for the position to which they have applied in accordance with Section 2-58 of the Code of Ordinances, and conduct background checks of each applicant upon receipt.

- f. The City Council shall consider applicants for the seat at its next regularly scheduled meeting following the closing of the period for acceptance of applications and the completion of the investigation into the qualifications of the applicants and shall vote to appoint or reappoint a member either (1) immediately for a currently vacant seat; or (2) effective upon the expiration of the term of the currently serving member for an upcoming vacancy on the board or committee. The City Clerk shall attempt to schedule consideration of the appointment no later than the first City Council meeting of the month prior to the term expiration to ensure seats will be filled.
- g. Appointees approved by the City Council will assume their Board Member or Committee Member positions and responsibilities immediately upon the expiration of the incumbent Member's term, or immediately for the remainder of the term if the seat has an unexpired term and is vacant.
- h. Reappointments may be made in accordance with Section 3 below.

2. Qualification of Board and Committee Members and Factors to be Considered during Appointment

- a. All board and committee members must meet the requirements of Section 2-58(c) of the City of Cocoa Code of Ordinances, as may be amended from time to time. Any person nominated, elected, or appointed to serve on a board or committee of the City shall satisfy the following requirements, except as otherwise provided by state or federal law:
 - i. Applicants must complete an application as prescribed by the City Council;
 - ii. Applicants must consent to a standard criminal background check;
 - iii. Applicants must be a resident or owner of real property, and a registered voter as defined in Section 2-58 of the City Code unless the City Council by unanimous vote waives this requirement upon a determination that a vacancy on a board or committee must be filled by a person with specialized skills and training and a resident or owner of real property and who is a registered voter with such skills and training cannot be reasonably found to fill the vacancy. If said requirement is waived, the vacancy shall only be filled by a person who is a resident or an owner of real property within the city; and
 - iv. Applicants must never have been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction, any plea of nolo contendere shall be considered a conviction for purposes of this paragraph, unless civil rights have been restored.
 - v. Any other requirements imposed by state law applicable to a board or committee.
- b. All applicants shall abide by and be subject to the provisions of Chapter 112, Florida Statutes, Part III, pertaining to the Code of Ethics for Public Officers and Employees, and shall meet any requirements set forth therein.
- c. City employees shall not be permitted to apply to Boards or Committees unless otherwise approved by the City Manager.

- d. The City Council shall take into consideration general qualifications in analyzing an applicants' fitness for a particular board or committee appointment. General qualifications for the City Council to consider when reviewing applicants shall include, but not be limited to, the following:
 - i. Whether applicant has relevant expertise related to the purpose and function of the board or committee.
 - ii. Whether the applicant is interested in serving their community.
 - iii. The applicant's professional business experience, including but not limited to their degree of involvement in managing a business or other corporate entity.
 - iv. Applicant's willingness to perform all board or committee member responsibilities and duties.
 - v. Applicant's ability to commit the time necessary to fulfill such duties and responsibilities required of board or committee members, including attending scheduled meetings.
 - vi. Applicant's knowledge of the respective roles of the City Council and board or committee members, and knowledge of the general operation of the City.
 - vii. The applicant's personal integrity, character, intelligence, and ability to work well with others.
 - viii. Geographic diversity of the Board with respect to residency in each of the single member voting districts.
 - ix. Whether the Applicant already serves on another Board or Committee. In some cases, such as where the Boards or Committees possess final decisionmaking authority, appointment on two Board or Committees will be prohibited.

3. Reappointment Process for Board and Committee Members

- a. All Board Members shall serve terms as outlined in the Code of Ordinances, Section 2-58. Members who have not exceeded their maximum allowable number of terms may be reappointed by the City Council and will be considered along with any new applicants who have applied for the position. Factors to be considered in the reappointment include, but are not limited to, the following:
 - i. The member's satisfaction of the general qualifications under Section 2.
 - ii. The demonstrated ability of the member to work collaboratively with the City Staff and the City Council to further the goals and tasks of the City of Cocoa.
 - iii. The overall performance and level of commitment by the member to the board or committee on which they serve.

4. Voting on Appointments by Ballot

- a. In circumstances where there are more applicants for membership on a board or committee than there are vacancies for that board or committee, the City Council

shall vote by ballot to choose the next member or members of said board or committee.

b. Process for Voting by Ballot:

- i. The City Clerk shall create ballots, one for each City Councilmember, which contain the names of all board/committee applicants and a space for Councilmembers to rank said applicants.
- ii. At the public meeting at which the Council will appoint board or committee members, during the section of the agenda where appointment is to take place, the Clerk shall provide the Councilmembers with the ballots.
- iii. Councilmembers shall, on their ballots, write their name and indicate the order in which they prefer all applicants, placing the numeral 1 beside their first preference, the numeral 2 beside their second preference, and so on for every possible choice.
- iv. Once all Councilmembers have completed their ballots, the Clerk shall collect all ballots and tally the votes for each applicant. The City Clerk shall announce the applicant with the lowest number of points, who shall be appointed to the seat. If there are multiple seats open, the applicant with the second lowest number of points shall be appointed as well, and so on. If multiple seats are open with different term lengths, the applicant with the lowest number of points shall be appointed to the seat with the longest term, the applicant with the second lowest number of points shall be appointed to the seat with the second longest term, and so on.
- v. The applicants selected in accordance with the ballot voting procedure shall be appointed to the vacant board or committee seat by motion of the City Council.

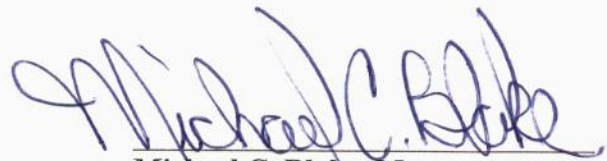
- c. The process of voting by ballot herein adopted supersedes the procedure for appointments of boards and committees established in Resolution 2013-99 of the City Council Rules of Procedure, Article XII, Section A.

Section 3. **Repeal of Prior Inconsistent Resolutions.** All resolutions or parts of resolution in conflict herewith are hereby repealed to the extent of the conflict.

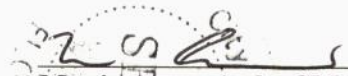
Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding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

Section 5. **Effective Date.** This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED in a Regular Meeting of the City Council of the City of Cocoa, Florida, this 4th day of June, 2024.


Michael C. Blake, Mayor

ATTEST:


Monica Arsenault, CMC, City Clerk



CITY COUNCIL AGENDA ITEM

Memo Date: April 22, 2025
Agenda Date: April 22, 2025
File ID: 2025-362
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Bi-Weekly Report for March 13, 2025 - April 3, 2025.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

Community Outreach and Engagement
Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Bi-Weekly Report for March 13, 2025 - April 3, 2025.



Office of the City Manager

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8660

To: Mayor and City Council Members

From: Stockton Whitten, City Manager

Date: April 4 - 17, 2025

Subject: Council Update Report

This report is intended to serve as a departmental update to City Council. While not all inclusive, it should provide you with an idea of key activities departmental staff are involved in. If you have any questions on any of the items, please feel free to contact me.

Administrative Services

- Records request stats: 8 received/ 6 closed out - \$0 collected in fees
- Employment opportunities link: <https://www.governmentjobs.com/careers/cocoafl>
- New employees
 - Joanne Bryce – Accounts Payable Clerk, Finance/General Accounting, April 21, 2025
 - Dalyn Sims – Help Desk Support Technician, Information Technology, April 14, 2025
- Recent promotions
 - N/A
- Upcoming retirements
 - Terry Brizendine – Field Inspector II, Utilities/Engineering, May 2, 2025 – 11 Years of Service

Communication and Economic Development

- Media Stories:
 - [Cocoa Police K-9 Officer Draco Wows Crowd at 'Woof it Up' Event at Riverfront Park](#)

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- [City of Cocoa to Host District 3 Townhall Meeting at Catherine Schweinsberg Rood Central Library April 24](#)
- [Healthcare update: Know Your Urgent Care, Emergency Room Locations and Options](#)
- [City of Cocoa: What Closure of Orlando health Rockledge Hospital Means for City of Cocoa](#)
- [Adding Fluoride to water draws pushback in Cocoa](#)
- [Save the date: Cocoa's Annual Hurricane Preparedness Expo Set for May 27](#)
- [Public Service Spotlight: Cocoa Police Department Makes Promotions, Swears in New Officers](#)
- [Cocoa Police Department Welcomes New Officer Carly Rosas with Special Swearing-in Ceremony](#)
- [Cocoa Police Provide Tips for Protecting Yourself from Identity Theft](#)
- [Drug Take-Back Day by Cocoa Police Department Set April 26](#)
- New News Releases:
 - [What the Closure of Orlando Health Rockledge Hospital Means for Cocoa](#)
 - [Historic Cocoa Village Named Florida Main Street Program of the Month](#)
 - [April is Water Conservation Month in Florida](#)
- Social media/e-newsletter statistics
 - [Facebook](#)
 - Post reach: 70,082
 - Post engagement: 6,814
 - Followers: 16,819
 - [Twitter](#)
 - Followers: 3,658
 - [LinkedIn](#)
 - Post impressions: 390
 - Followers: 1,394
 - [NextDoor](#)
 - Impressions: 751
 - Members: 5,903
 - [April e-newsletter \(Sent 4/7/25\)](#)
 - Sent to 796 contacts
 - 46% open rate (average open rate for e-mail marketing in 2024 is 20%)
 - Next printed FYI Newsletter mails July 1, 2025.
- Upcoming special events at Leisure Services facilities:
 - [**AEG Presents Chace Rice Go Down Singin' International Tour 2025**](#)
 - April 25, 2025, 6-10:30pm
 - Riverfront Park
 - [**The Preclampsia Foundation presents the Space Coast Promise Walk**](#)
 - May 3, 2025, 7-10am
 - Myrt Tharpe Square Gazebo
 - [**HCVMS Summer Art and Craft Fair**](#)
 - May 10, 2025, 10am-6pm
 - Cocoa Village and Riverfront Park

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Community Services – update 2/20/25

- **New businesses –February 6-20, 2025**

Commercial Business Name / DBA	Physical Address	# FT Employees	# Pt Employees	Council District	Description
Hidden Level Brewery, LLC	238 Peachtree Street, 32922	2	1	1	Micro Brewery & Tap Room
Community Veterinary Services (Pet IQ)	801 Dixon Blvd #100 32922	0	3	2	Vet services inside Tractor Supply 1 x monthly
Retro Gaming Museum LLC	1515 N Cocoa Blvd # 105 - 108	4	0	2	Retail Gift Shop Video Game Museum
S1 Retail Group LLC, DBA Pricemark	801 Dixon Blvd # 1102, 32922	8	2	2	Retail Discount Store
Home Business BTR	Physical Address	# FT Employees	# PT Employees	Council District	Description
Barrios Lawn & Landscaping LLC	1108 Cypress Lane, 32922	0	0	2	Landscaping
Savage Joi, LLC	275 Dryden Circle, 32926	0	0	3	Entertainment Group for Hire

February 6 – 20: building inspections – 199

February 6 – 20: building permits issued – 126

Finance

No report.

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Fire Department

- Staff attended "Swift Assisted Victim Extraction" SAVE training in preparation of future in service training of ballistic protective equipment.
- Strategic Plan on the agenda item for presentation and adoption for 4/22 meeting
- Total calls for service March 13 through April 3: 178 calls with 119 of those calls being calls for service for emergency medical assistance/transport.

Information Technology

- Project updates/highlights
 - Upgraded Hardware procured for CH Hosts
 - UCP Operational for deployment
 - Valencia College intern continues assignment in IT
- Helpdesk stats as of 9/20/2024
 - 151 open helpdesk tickets
 - 498 new tickets opened in last 30 days
 - 462 tickets closed/resolved in last 30 days
 - 5359 tickets opened in last 365 days

Police Department Updated 1/24/25-2/6/25

- Activity/Event highlights
 - Sworn in Officer Ortega on 1/30/25
- New project/training updates
 - 2 officers attended Crossing Guard Training 1/30
- Chief's walk highlights
 - District 1 near Derby St and Brevard St 2/5
- Community engagement highlights/events
 - Attending Boys and Girls Club meeting on 2/4/25
 - MLK Peace March 1/20/25
- Call stats-Crime Stats: January 1, 2025 - February 3, 2025 (For comparison purposes January 1, 2024-February 3, 2024, data is also included)
 - Property Crimes Offenses have decreased by 32%.
 - Violent Crime Offenses decreased by 40%
 - Overall, crime offenses have decreased by 34%.
- Code Enforcement stats/highlights/Activity:

Code Enforcement stats/highlights/Activity:

January 1, 2025-February 06, 2025

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Active Cases	<u>66</u>
Complied Cases	<u>15</u>
Code Board Cases scheduled	<u>6</u>
Snipe Signs Pulled	<u>78</u>

Highlights:

- **Working on Outstanding Business Tax Receipts.**
- **Working on increased lien reduction requests as a result of compliance being achieved and PD Assist calls – public health/safety.**
- **Working to resolving Homeless camps & blighted vacant lots on US-1.**

Other Mention

- **Training new Code Officers.**
- **Scheduled February 13, 2025, Code Enforcement Board Workshop**

Public Works

- Major project updates
 - Fiske and Broadmoor Acres – Under Construction
 - Lee Wenner Park Parking Lot Improvements Project – Under Construction
- Work order stats (received/closed)
 - 123 received
 - 109 closed
 - Residential Bulk Green Waste Requests This Period: 119
- Projects of interest managed by other agencies (FDOT, County, Brightline, etc.)
 - FDOT
 - SR 524 PD&E Study (437983-1) – In Progress
 - SR 501 Safety Project (447085-1) – Under Construction
 - SR 528 Widening and Reconstruction (407402-3) – In Design
 - SR 520 Safety Project Cox to Aurora (445689-1) - Under Construction

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- SR 520 Safety Project Aurora to Causeway (442885-1) - Under Construction
- Brightline/FEC
 - SCTPO wrapping up the Intermodal Station Feasibility Study.
 - RCE Grant Application – 4 quadrant gates at W. Highland crossing – Submitted by SCTPO.

Utilities

- Capital Project Updates: <https://www.cocoafl.org/1660/Utilities-Capital-Improvement-Projects>
- Operations – September
 - WFO Issued Work Orders – 1,097
 - WFO Completed Work Orders – 970
 - Hydrants Flushed – 474
 - Valves Exercised – 13
 - Utility Locate Requests – 2,360
 - SFO Issued Work Orders – 121
 - SFO Completed Work Orders – 84

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