



**Agenda
City of Cocoa
Regular Meeting**

**September 9, 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 September 9, 2025.
2. Minutes: Special Meeting of July 15, 2025.
3. Minutes: Regular Meeting of July 22, 2025

III. Awards and Presentations:

1. National Service Dog Month Proclamation

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. To Approve Task Order 2026-15 with Carollo Engineers, Inc., Orlando, Florida, in the amount of \$196,302.41 for the SCADA Maintenance at the Jerry Sellers Water Reclamation Facility; Pending the Adoption of the FY2026 Budget.

*****This Item is Confidential per FS 119.0725 and Not for Public Release*****

2. Approve the FY 2026 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior – U.S. Geological Survey for Water Quality Sampling and Water Level Measurements, Funding of \$115,685, pending the Adoption of the FY26 Budget.
3. Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for FY2026, pending the final adoption of the City of Cocoa FY2026 budget.
4. Approve a Fiscal Year 2026 Task Order No. 2026-58 with Jacobs Engineering, Inc., in the amount of \$224,976, to Provide Assistance with Project and Asset Management, Contractor Coordination and Documentation, Data Management and Quality Control, and Strategic Planning for Water Field Operations and the Cross-Connection Control Program subject to the adoption of the Fiscal Year 2026 Budget.
5. Request approval of the revised FY 2025 Pay Plan.
6. Approve Resolution 2025-060 to amend the City's 401(a) and 457(b) plans Retirement Plans' Investment Policy and Committee Charter to revise Investment Committee members.
7. Approve two task orders with Jacobs Engineering Group (Jacobs): Task Order 2026-56 for Program Management Services in the amount of \$696,842, Project No. WS1221; and Task Order 2026-55 for Plan Review Services to include Engineering Land Development Review in the amount of \$308,448, Project No. WS1221; Pending the Adoption of the FY2026 Budget.
8. To Approve Task Order No. 2026-54 to Jacobs Engineering Group, Inc. in the amount of \$449,488 for Provide Program Management/Administration, Design Management and Construction Project Support Services for Operating Revenue funded Cocoa Utilities Capital Improvement Plan Program Projects related to Water Supply and Water Treatment; Pending Approval of the FY 2026 Budget.
9. Travel Authorization for Deputy Mayor Weeks to attend the Florida League of Mayor's Conference in Hollywood, Florida from September 17th through September 19th, 2025.
10. Approve a Multi-Year Piggyback agreement for uniform supply and delivery services with Reads Uniforms Inc., utilizing the Sarasota County contract No. 232512TEG through January 29th, 2026. Authorize the City Manager to execute amendments and annual extensions through January 29, 2028, pending the adoption of the FY26 Budget.

VI. Public Hearings:

1. Approval on First Reading of Ordinance 09-2025 adopting the proposed revisions to the solid waste contract/franchise with Waste Management Inc. of Florida to provide residential and commercial solid waste services within the incorporated city limits of the City of Cocoa. Authorize the Mayor, City Manager, and City Attorney to execute all documentation needed to implement the proposed contract revisions.

VII. Council Business:

1. Council consideration of a 3% increase in rent for the tenants at the Porcher House.

VIII. City Business:

IX. Informational Agenda:

1. Informational Only - The City of Cocoa's Open Board Vacancies.

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://cocoafl.gov/291/City-Meetings> or
2. <https://www.youtube.com/@CityofCocoaFlorida/streams>

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Interested persons may submit their written comments or questions regarding the meeting prior to the meeting through email at cityclerk@cocoafl.gov. 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: July 30, 2025
Agenda Date: September 9, 2025
File ID: 2025-769
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Approve the September 9, 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 September 9, 2025 Regular City Council meeting agenda as written or with amendments.



**Agenda
City of Cocoa
Regular Meeting**

**September 9, 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 September 9, 2025. (2025-769).
2. Minutes: Special Meeting of July 15, 2025. (2025-770).
3. Minutes: Regular Meeting of July 22, 2025. (2025-883).

III. Awards and Presentations:

1. National Service Dog Month Proclamation. (2025-824). (Deputy Mayor Weeks)

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. To Approve Task Order 2026-15 with Carollo Engineers, Inc., Orlando, Florida, in the amount of \$196,302.41 for the SCADA Maintenance at the Jerry Sellers Water Reclamation Facility; Pending the Adoption of the FY2026 Budget. (2025-815). (Utilities Director)

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2. Approve the FY 2026 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior – U.S. Geological Survey for Water Quality Sampling and Water Level Measurements, Funding of \$115,685, pending the Adoption of the FY26 Budget. (2025-822). (Utilities Director)
3. Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for FY2026, pending the final adoption of the City of Cocoa FY2026 budget. (2025-829). (Police Chief)
4. Approve a Fiscal Year 2026 Task Order No. 2026-58 with Jacobs Engineering, Inc., in the amount of \$224,976, to Provide Assistance with Project and Asset Management, Contractor Coordination and Documentation, Data Management and Quality Control, and Strategic Planning for Water Field Operations and the Cross-Connection Control Program subject to the adoption of the Fiscal Year 2026 Budget. (2025-837). (Utilities Director)
5. Request approval of the revised FY 2025 Pay Plan. (2025-826). (HR Director)
6. Approval to amend the City's 401(a) and 457(b) plans Retirement Plans Investment Policy and Committee Charter to revise Investment Committee members. (2025-828). (HR Director)
7. Approve two task orders with Jacobs Engineering Group (Jacobs): Task Order 2026-56 for Program Management Services in the amount of \$696,842, Project No. WS1221; and Task Order 2026-55 for Plan Review Services to include Engineering Land Development Review in the amount of \$308,448, Project No. WS1221; Pending the Adoption of the FY2026 Budget. (2025-846). (Utilities Director)
8. To Approve Task Order No. 2026-54 to Jacobs Engineering Group, Inc. in the amount of \$449,488 for Provide Program Management/Administration, Design Management and Construction Project Support Services for Operating Revenue funded Cocoa Utilities Capital Improvement Plan Program Projects related to Water Supply and Water Treatment; Pending Approval of the FY 2026 Budget. (2025-849). (Utilities Director)
9. Travel Authorization for Deputy Mayor Weeks to attend the Florida League of Mayor's Conference in Hollywood, Florida from September 17th through September 19th, 2025. (2025-884). (City Clerk)
10. Approve a Multi-Year Piggyback agreement for uniform supply and delivery services with Reads Uniforms Inc., utilizing the Sarasota County contract No. 232512TEG through January 29th, 2026. Authorize the City Manager to

execute amendments and annual extensions through January 29, 2028, pending the adoption of the FY26 Budget. (2025-867). (Fire Chief)

VI. Public Hearings:

1. Approval on First Reading of Ordinance 09-2025 adopting the proposed revisions to the solid waste contract/franchise with Waste Management Inc. of Florida to provide residential and commercial solid waste services within the incorporated city limits of the City of Cocoa. Authorize the Mayor, City Manager, and City Attorney to execute all documentation needed to implement the proposed contract revisions. (2025-887). (Comm. & Econ. Dev. Director)

VII. Council Business:

1. Council consideration of a 3% increase in rent for the tenants at the Porcher House. (2025-866). (Comm. & Econ. Dev. Director)

VIII. City Business:

IX. Informational Agenda:

1. Informational Only - The City of Cocoa's Open Board Vacancies. (2025-888). (City Clerk)

X. Reports:

XI. Adjournment:

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CITY COUNCIL AGENDA ITEM

Memo Date: July 30, 2025
Agenda Date: September 9, 2025
File ID: 2025-770
Prepared By: Monica Arsenault, City Clerk
Through: Monica Arsenault, City Clerk
Requested Action: Approve the Minutes for the July 15, 2025 Special City Council meeting as written or with amendments.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the Minutes for the July 15, 2025 Special City Council meeting as written or with amendments.

MINUTES
City of Cocoa
Special Meeting of The City Council
Annual Financial Analysis/Balanced Budget Proposal
July 15, 2025

A Special City Council Meeting was held on Tuesday, July 15, 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 5:00 p.m.

Councilmember Hearn provided the invocation, and members of the Fire and Police Department 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
	Kristin Eick	Asst. City Attorney
	Stockton Whitten	City Manager
	Monica Arsenault	City Clerk

ABSENT:

OTHER STAFF MEMBERS PRESENT:

Abby Morgan, Public Works Director; Rebecca Bowman, Finance Director; Lora Howell, Deputy Finance Director; Brian Dale, Purchasing Manager; Charlene Neuterman, Community Services Director; Jonathan Lamm, Fire Chief; Roderick Moore, Deputy Fire Chief; Evander Collier, Police Chief; Katie Ennis, Deputy Utilities

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Director; Samantha Senger, Communications and Economic Development Director; Lorne Stinnett, HR Director; Rob Beach, Chief Technology Officer; Devin Fritts, Records Technician; and Dalyn Sims, Helpdesk Support Tech.

II. Approval of Agenda:

1. Agenda: Special Meeting of July 15, 2025. (25-564).

* **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Goins to approve the agenda for the Special City Council meeting of July 15, 2025 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

City Manager Whitten asked to make a few announcements prior to reviewing the budget. He shared that the State DEP was able to make recommendations to the Federal agency for the homeowners' side of the J&K project. Furthermore, the City has moved forward in applying for grant funding.

He also gave a brief update on the Brightline station and gave a shoutout to all of those involved who have supported the City, the County and the station.

III. Stantec's City of Cocoa Financial Analysis

Peter Napoli, Senior Manager, Stantec, gave a presentation and reviewed the agenda for their analysis for the evening. They reviewed the foundations of the analysis and talked about the importance of the annual review. They provided a General Fund analysis and highlighted the key planning observations and considerations.

Additionally, they shared the City's fire assessment results for the FY25 adopted budget as well as projections for the FY26 proposed budget.

Mr. Napoli provided an analysis on the City's water/sewer rate and revenue sufficiency and highlighted the key planning observations and considerations. The financial management plan was discussed to address fund cash flow needs, operating reserves and debt service coverage.

Mr. Napoli shared the stormwater forecast and highlighted the key planning observations and considerations. He also reviewed the annual residential stormwater fee rate survey at 1 ERU (Tier 2).

IV. FY 2026 Balanced Budget Proposal Overview

Ms. Bowman provided the FY 2026 Balanced Budget Proposal. The FY26 General Fund major revenues, including new money increases, were discussed. The FY26 General Fund significant expenditures were talked about in detail as well as major capital requests.

Additionally, a comparison of the FY26 proposed budget vs. the FY25 adopted budget was shared and discussed. Additionally, challenges and changes were highlighted such as:

- Waste Management Bulk Greenwaste Pickup (Negotiating Contract Change)
- Recruiting and Retaining Police & Fire Personnel
- Recruiting and Retaining General Employees with Appropriate Education and/or Experience
- Funding Capital Requirements with Reoccurring Revenues
- Insurance Premium Cost - City is paying than 77% of the dependent medical premiums and the policy states the City portion is 50%
- Keeping up with Growth- Developing Long Term Plans for additional Public Safety Staff and Infrastructure

V. Council Discussion

Councilmember Hearn shared that he would like Public Works to have funding to update signage, specifically signage at the entry and exit points of the city limits.

In response, Deputy Mayor Weeks agreed and shared that there is no signage at the entry point on SR524. They both asked if Public Works could increase their small budget for signage to address these concerns.

Councilmember Hearn shared that streetscaping is important as well. He'd like to see Bracco Pond receive some upgrades and he'd also like to see personnel out cleaning up trash on the sides of the road to try and clean up the city.

Councilmember Koss would like to see the City's corridors cleaned up. They are well traveled and need to be cleaned up to pick up the City's image. She would also like to see continued funding for the museums. She feels that the City's attractions are important and wants to make sure we continue to take care of them.

Deputy Mayor Weeks would still like to discuss the Conservation Area and having a footbridge installed. Additionally, she talked about the rolled-back rate and shared that she is asking because she has many constituents who are on a fixed income. With costs rising everywhere, it is hitting their wallets really hard. She would like to try and find a way to give them a break.

Councilmember Hearn showed some photos of venue renderings and would love to see something like these at Bracco Pond or somewhere in the City. A lot of event coordinators are no longer hosting their events in Brevard County due to a lack of event space and he would love to address this issue by creating event space here in the City.

Councilmember Goins asked about street and park signage for our autistic residents and asked if we are still on track for those signs. In response, Ms. Morgan replied affirmatively.

Additionally, Councilmember Goins talked about the Leon and Jewel Collins Museum. He would like to staff a curator/attendant position for the museum, similar to the position held at the Brevard Museum of History and Natural Science. Additionally, he would like a committee to be formed, built by community volunteers, who will be in charge of advertising the museum and creating and maintaining community engagement. In about six months or a year, the Council can review the museum's progress and reassess at that time.

In response, City Manager Whitten shared that before a committee can be formed the staff situation will need to be figured out. Additionally, this will need to be brought back as a formal item to a Council meeting as there are several different avenues that could potentially be explored and considered.

Councilmember Hearn asked if a Special Council meeting could be held at the Leon and Jewel Collins Museum to speak solely on this item alone. He feels this would be a special place to have the meeting since the museum is the topic up for discussion.

Mr. Gregg Stoll provided a brief presentation on Cocoa's museums. He shared that he created this presentation to try and apply the knowledge that he's learned from volunteering at the Brevard Museum to the Leon and Jewel Collins Museum.

VI. Public Input/Citizen Participation

No members of the public spoke.

VII. Adjournment:

- * MOTION by Councilmember Koss; Seconded by Mayor Blake to adjourn the Special meeting of July 15, 2025.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:36 p.m.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: September 3, 2025
Agenda Date: September 9, 2025
File ID: 2025-883
Prepared By: Monica Arsenault, City Clerk
Through: Monica Arsenault, City Clerk
Requested Action: Approve the Minutes for the July 22, 2025 Regular City Council meeting as written or with amendments.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the Minutes for the July 22, 2025 Regular City Council meeting as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

July 22, 2025

A Regular City Council Meeting was held on Tuesday, July 22, 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.

Reverend Dr. Bryant provided the invocation, and the Summer Youth interns 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; Lorne Stinnett, HR Director; Tom Wilkinson, Code Enforcement Manager; Mitch Lawyer, Systems and Support Manager; and Dalyn Sims, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of July 22, 2025. (2025-570).

* **MOTION by Mayor Blake; Seconded by Councilmember Goins to approve the agenda for the Regular City Council meeting of July 22, 2025 with an amendment to move Consent item V.4 to Council Business VII.5.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: Regular Meeting of May 13, 2025. (2025-571).

* **MOTION by Councilmember Hearn; Seconded by Deputy Mayor Weeks to approve the minutes for the May 13, 2025 Regular City Council meeting as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

II. Awards and Presentations:

1. Presentation of the City of Cocoa's 2025 "Cocoa Works" Summer Youth Employment Program. (2025-701). (Human Resources Director)

Mr. Stinnett gave a brief presentation and formally congratulated the Summer Youth Program interns with a certificate.

2. Presentation by EXP US Services on the Vulnerability Assessment Grant. Presentation is required as part of the public presentation for the grant deliverables and to finalize the document which will be presented to Council in August. (2025-692). (Community Services Director)

Ms. Neuterman introduced the City's consultant, Ajani Stewart, who has been working on the City's Vulnerability Assessment for the last year.

Ajani Stewart, with EXP US Services, provided a presentation¹ and explained the process for the Vulnerability Assessment Grant.

IV. Delegations:

Pam Shaia, 14 Oleander St., Cocoa, thanked the City Manager and Police Chief Collier for taking care of an ongoing issue in Cocoa Village.

Tony Johnson, 1920 Woodhaven Cir., Rockledge, wished to congratulate and recognize Cocoa's newest Postmaster who is the first woman of color to be a Postmaster in Cocoa.

Randy Cole Sims, 1364 Harvard St., Palm Bay, also wished to congratulate the new Postmaster.

Dr. Bryant, with Hartman Road Church of Christ, congratulated the new Postmaster and shared that they have been praying for her to come back to Florida.

The new Cocoa Postmaster, Ms. Mary Mustipher, thanked her friends, family and co-workers for their support and is looking forward to doing good things in Cocoa.

V. Consent Agenda:

1. Approval of Task Order 2025-14 with Carollo Engineers, Inc. Orlando, Florida, in the amount of \$624,009.18 for the SCADA Migration Project at the Jerry Sellers Water Reclamation Facility. (2025-613). (Utilities Director)
2. To Approve Task Order 2025-13 to Continuing Professional Services Agreement Q-23-13-COC with Carollo Engineers, Inc. in the amount of \$296,345.94 for Design, Permitting, and Bidding Services for the Jerry Sellers Aeration Blowers Replacement Project (WS25AB). (2025-630). (Utilities Director)
3. Announcement of Mayor Blake, Deputy Mayor Weeks, Councilmember Koss, Councilmember Hearn, and Councilmember Goins to Attend the Florida League of Cities Annual Conference from August 14 - August 16, 2025. (2025-632). (City Clerk)
4. ~~Travel Authorization for Planning Officials Training Workshop for Councilwoman Koss. (2025-700). (City Clerk)~~ **Moved to Council Business VII.5.**
5. Correction to the affordable housing real property inventory list and approve a Resolution identifying certain real property within the City to which the City holds fee

¹ Exhibit A: Sea Level Rise Vulnerability Assessment

simple title that is appropriate for permanent affordable housing. (2025-717). (Community Services Director)

- * **MOTION by Councilmember Hearn; Seconded by Deputy Mayor Weeks to approve the Consent agenda.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Approve Resolution No. 2025-045, Establishing the Rolled-Back Rate, and Approve a Proposed Millage Rate for the Purposes of Notification to the Taxpayers by the Brevard County Property Appraiser and set the date, time, and place for the first Public Hearing to consider the FY2026 Budget. It is also recommended that the City Manager be instructed to complete the Florida Department of Revenue's Certifications of Taxable Value, Forms DR-420. (2025-584). (Finance Director)

Ms. Bowman gave a presentation² and reviewed the rolled-back rate and the millage rate.

Mayor Blake opened the Hearing to the public. There being no questions or comments, the public portion of the Hearing was closed.

Councilmember Koss confirmed that in order to not raise property taxes this year, \$402,000 dollars would need to be cut from somewhere else. In response, Ms. Bowman confirmed that in order to support the budget the way it is currently written, \$402,000 dollars would in fact need to be cut from somewhere else or pulled from another revenue source, although she is not aware of any other revenue sources that could be pulled from at this time.

Councilmember Koss noted that she would've liked to have more time to review the information shared in the presentation tonight and feels that \$402,000 dollars is not that big of an amount compared to the overall total of the budget.

Mayor Blake asked Ms. Bowman how many people in the city do not pay taxes. In response, Ms. Bowman shared that she doesn't know the exact number but roughly sixty percent of Cocoa's residents do not pay taxes.

Mayor Blake pointed out that the City is still required to provide its services to residents regardless of whether they pay taxes or not.

² Exhibit B: TRIM Presentation

Deputy Mayor Weeks added that with all the new construction and development more revenue will be coming in soon. She would like to give homeowners a bit of a break on their taxes.

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Koss to approve a Proposed Millage Rate of 6.85, for discussion.**

Councilmember Goins shared that he has several concerns with lowering the millage rate. He talked about retaining staff, the City's services and the City's Community Redevelopment Agencies. The City relies on this money to fund these things and he would like to know what the exact dollar amount is for what Deputy Mayor Weeks is proposing on the millage rate.

Councilmember Hearn shared that he understands Deputy Mayor Weeks' perspective, however he felt it was important to clarify that by raising the rate we are not technically raising property taxes.

City Manager Whitten provided further clarification and also pointed out that all of the construction and development going on will not be on the tax roll unless it is reported prior to January 1st. Therefore, a lot of the incoming developments will not be on the tax roll this year.

THE VOTE ON THE MOTION WAS:

AYES: Weeks, Koss

NAYES: Blake, Goins, Hearn

THE MOTION FAILED (2-3)

- * **MOTION by Mayor Blake; Seconded by Councilmember Hearn to approve Resolution No. 2025-045, establishing the Rolled-Back Rate at 6.7367.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

- * **MOTION by Mayor Blake; Seconded by Councilmember Hearn to approve the Proposed Millage rate at 6.9532.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Goins, Hearn

NAYES: Weeks, Koss

THE MOTION CARRIED (3-2)

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Koss to schedule the first Public Hearing to consider the FY2026 Budget on September 3, 2025 at 6pm at Cocoa City Hall.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Conduct the Final public hearing on the proposed FY2025/2026 Action Plan; approve the Action Plan and Citizen Participation Plan for submission to HUD; and authorize the Mayor to sign all subsequent certifications and agreements. (2025-591). (Community Services Director)

Ms. Neuterman provided a background of the item and stated that staff is asking for approval of the Action Plan and the Citizen Participation Plan and to authorize the Mayor to sign any subsequent agreements or documents.

Mayor Blake opened the Hearing to the public.

David Brubaker, President of the Central Brevard Sharing Center, 113 Aurora St., Cocoa, talked about the purpose of the Sharing Center and noted that they have been operating for over forty-five years. He appreciates the City's continued partnership and he shared that this grant will help provide food for their community kitchen.

Councilmember Hearn and Councilmember Koss both thanked Mr. Brubaker for all of his hard work for the community and asked for more details on the number of people being served.

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

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Koss to approve the Action Plan and Citizen Participation Plan for submission to HUD; and authorize the Mayor to sign all subsequent certifications and agreements.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. PZ 23-02800005: 430 Brevard Mixed Use Development Agreement and Concept Plan. (2025-606). (Planner)

Erika Hughes, RVi Planning & Landscape Architecture, provided a presentation³ on 430 Brevard Avenue. She spoke about the Development Agreement in detail and talked about its negotiated terms and conditions.

Councilmember Hearn asked when construction might begin. In response, Ms. Hughes shared that as part of the Development Agreement, it is required that construction begin within three years of the agreement being signed.

Pam Shaia, 14 Oleander St., Cocoa, shared that the merchants in the Village are so excited to see this happen and are in full support of the project.

Aleck Greenwood, 640 Brevard Ave., Cocoa, shared that Commercial Property Group is also in support of this project.

Nick Herring, Framework Group, gave a presentation⁴ on the project.

Councilmember Koss thanked Mr. Herring for his hard work on this project and she shared that she really loves the renderings. She asked about on-site stormwater retainage and asked where that will be collected. Additionally, she spoke about the parking garage and also shared that she is happy to hear the gym and spa will be open and available to the public.

Lastly, she asked Mr. Herring if he has had any contact with St. Marks as their school enterprise is concerned about how they will be impacted during construction of this project. In response, Mr. Herring shared that he has tried to make contact but has had no success as of yet. He added that Framework Group is trying to be the best neighbors they can be and will continue to try and contact them.

- * **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to approve the proposed Development Agreement with the City of Cocoa for the development of a Large-Scale Commercial/Mixed-Use Buildings on certain properties within the Cocoa Waterfront Overlay District.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

³ Exhibit C: 430 Brevard Avenue Presentation

⁴ Exhibit D: Framework Group-Cocoa City Council-430 Brevard Avenue Redevelopment

4. Second Reading of Ordinance 04-2025 Alcoholic Beverage Ordinance Amendment. (2025-639). (Planner)

City Attorney Garganese announced that this is the Second and Final Reading of Ordinance No. 04-2025 and read the title into the record as follows:

Ordinance No. 04-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA, RELATING TO REGULATION OF ALCOHOLIC BEVERAGES; IMPOSING SEPARATION REQUIREMENTS FOR LIQUOR STORES AND PACKAGE STORES FROM CERTAIN OTHER USES; IMPOSING SEPARATION REQUIREMENTS BETWEEN LOCATIONS FOR ON-PREMISES CONSUMPTION OF ALCOHOL AND PUBLIC PARKS AND PLAYGROUNDS; UPDATING THE ZONING ORDINANCE TO BE CONSISTENT WITH STATE LAW REGARDING SEPARATION REQUIREMENTS BETWEEN SCHOOLS AND LOCATIONS FOR ONPREMISES CONSUMPTION OF ALCOHOL; AMENDING THE METHOD OF MEASURING SEPARATION FOR PURPOSES OF ALCOHOLIC BEVERAGE REGULATIONS; AMENDING CERTAIN DEFINITIONS TO CLARIFY THE APPLICATION OF THE ALCOHOLIC BEVERAGE REGULATIONS; MODIFYING THE REGULATIONS PERTAINING TO ALCOHOLIC BEVERAGE SALES AS AN ACCESSORY USE; AMENDING THE LIST OF PERMITTED AND SPECIAL EXCEPTION USES IN THE GENERAL COMMERCIAL DISTRICT (C-G) RELATING TO ALCOHOLIC BEVERAGES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Webster provided a brief presentation⁵ of the item. She provided its history and reviewed prior actions taken. She reviewed several definitions within Art. V under Alcoholic Beverage Sales in the Code and highlighted the changes being proposed.

Mayor Blake opened the Hearing to the public.

Pam Shaia, 14 Oleander St., Cocoa, thanked staff for their presentation and feels as though all of her questions were answered. Now that she understands the ordinance, she can fully support it.

Cliff Repperger, Attorney at Whitebird, PLLC, 2101 Waverly Pl., Melbourne, represents the property owner of 1035 W. King Street. He shared that although they understand the City's perspective and desire to change the code, they feel that the changes being proposed are very limiting. They are in full support of necessary changes, but they assert that the Ordinance is overly burdensome. They are mostly

⁵ Exhibit E: 2nd Reading of Ordinance 04-2025

concerned with the three-hundred-foot buffer applied to package stores and would like to respectfully ask that Council consider approving the Ordinance without this requirement.

Jennifer Moton, 910 Bristol Dr., Cocoa, talked about her childhood and how beautiful it was in the City of Cocoa. She shared that as an adult, she has ventured into Orlando and even though it is an exciting City, she saw things in Orlando that were traumatizing, and she hopes that those things won't be happening in Cocoa. Cocoa has lots of opportunities and she is sure that it can be beautiful again.

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

Deputy Mayor Weeks shared that she is concerned that the ordinance is too restrictive. She does not believe that the three-hundred-foot buffer should be applied to package stores and that package stores should be removed from the ordinance.

Councilmember Koss shared that she feels that the property owner had the rug swept out from under his feet and she's not sure how to make it right. She pointed out that since the property is vacant it is not attracting any attention right now. She expressed that she is not sure that leaving that property vacant is better than putting a business there.

- * **MOTION by Mayor Blake; Seconded by Councilmember Goins to approve Ordinance 04-2025 on Second and Final Reading, for discussion.**

Deputy Mayor Weeks asked if Council would consider amending the motion to either exclude package stores, or remove the verbiage regarding the three-hundred-foot buffer applicable to package stores, or offer them a special exception.

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Koss to amend the original motion to remove the verbiage from the ordinance regarding the three-hundred-foot buffer that's applicable to package stores.**

THE VOTE ON THE MOTION WAS:

AYES: Weeks, Koss

NAYES: Blake, Goins, Hearn

THE MOTION FAILED (3-2)

THE VOTE ON THE ORIGINAL MOTION WAS:

AYES: Blake, Goins, Hearn

NAYES: Weeks, Koss

THE MOTION PASSED (3-2)

5. Pass on First Reading of Ordinance 07-2025 to adopt the updated Redevelopment Plan for the Cocoa Community Redevelopment Agency. (2025-690). (Community Services Director)

City Attorney Garganese announced that this is the First Reading of Ordinance No. 07-2025 and read the title into the record as follows:

Ordinance No. 07-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 8-21 OF THE CITY CODE TO ADOPT AN UPDATED REDEVELOPMENT PLAN FOR THE COCOA COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Neuterman introduced Laura Martinez, the City's consultant who is giving a presentation on the CRA plans.

Laura Martinez, Inspire Placemaking, provided a presentation⁶ on the Cocoa CRA.

Mayor Blake opened the Hearing to the public. There being no questions or comments, the public portion of the Hearing was closed.

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Hearn to approve Ordinance 07-2025 on First Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION PASSED UNANIMOUSLY (5-0)

6. Pass on First Reading of Ordinance 08-2025 to adopt the updated Redevelopment Plan for the Diamond Square Community Redevelopment Agency. (2025-691). (Community Services Director)

⁶ Exhibit F: Cocoa & Diamond Square CRA Plans

City Attorney Garganese announced that this is the First Reading of Ordinance No. 08-2025 and read the title into the record as follows:

Ordinance No. 08-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 8-59 OF THE CITY CODE TO ADOPTAN UPDATED REDEVELOPMENT PLAN FOR THE DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Martinez continued the presentation from the previous item to discuss the Diamond Square CRA plan.

Councilmember Goins shared that he is in favor of this, but he would like to see the Leon and Jewel Collins Museum included in the plan.

Mayor Blake opened the Hearing to the public. There being no questions or comments, the public portion of the Hearing was closed.

- * **MOTION by Councilmember Goins; Seconded by Mayor Blake to approve Ordinance 08-2025 on First Reading with an amendment to add the Leon and Jewel Collins Museum under the Community Identity category under the CRAs Goals and Strategies.**

Ms. Neuterman made a point of clarification that it is already included in the plan and shared that portion of the plan with Council.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION PASSED UNANIMOUSLY (5-0)

VII. Council Business:

1. The property owner (Tim Levensaler) is requesting a reduction of the current Code Enforcement lien of \$24,010.00, on the property located at 213 Factory St. reference Code case # CE22-475, be reduced to the amount of the City's cost. (2025-687). (Community Services Director)

Mr. Wilkinson provided the background of the case to the Council. He shared that the case started before he became employed with the City but he has made contact with the property owner since he has applied for a lien reduction and shared that the property owner has been nothing but cordial and cooperative in getting the case resolved.

Mr. Tim Levensaler, property owner, elaborated on the history of the property since he purchased it and shared that he has re-done the parking lot and has cleaned up the property to make the area better.

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Hearn to reduce the lien to the amount of \$2,773.32, which is the City's cost to prosecute this case.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. The property owner (Fair Price Properties) is requesting a reduction of the current Code Enforcement lien of \$39,620.00, on the property located at 309 Georgia Ave. reference Code case # CE23-0064, be reduced to the amount of \$1,000. (2025-688). (Community Services Director)

Mr. Wilkinson provided the background of the case to the Council.

Councilmember Hearn asked if this property is being sold.

The property owner shared that the property has been fixed and brought into compliance and was sold back in May of this year.

Additionally, Deputy Mayor Weeks shared that he is a house flipper, and he originally had a partner but unfortunately that partner left him in the lurch which led him to run into some financial troubles.

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Hearn to reduce the lien to the amount of \$2,121.36, which is the City's cost to prosecute this case.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Provide Direction for a Task Order to Design and Permit a Trailhead with parking to Cocoa Conservation Area off of Cox Road with Myra Planning and Design LLC. No budgetary action is needed at this point. If approved, provide a funding source and authorize the City Manager to execute the Task Order Agreement and the budget transfer. (2025-615). (Public Works Director)
- * **MOTION by Mayor Blake; Seconded by Councilmember Hearn to take a ten-minute recess.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

- * **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to return from recess.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Ms. Morgan provided a presentation⁷ on the item.

Mayor Blake talked about the homeowners that live in the surrounding area. He asked Ms. Morgan to elaborate on the Florida Department of Transportation's (FDOT) requirements for a crosswalk.

Ms. Morgan explained that the City would need to perform a study meeting the criteria outlined in FDOT's Traffic Engineering Manual which includes demonstrating pedestrian demand, which is typically at least twenty pedestrians an hour.

Councilmember Koss shared that she is surprised that FDOT, who promotes programs for safety such as Vision Zero, is hesitant about installing a crosswalk here. She explained that this is a residential area and this crosswalk will allow pedestrians to access both sides of the road which has a park on one side and the conservation area on the other side.

⁷ Exhibit G: Proposed SR524 CCA Trailhead Presentation

City Manager Whitten provided further clarification and pointed out the crosswalk locations that currently exist on SR524 which are all located at business plazas.

Deputy Mayor Weeks shared her sentiments and would like to pursue an entrance to the conservation area on SR524. It would be nice for residents to have a pavilion there and have access to the trails.

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Koss to direct staff to work with FDOT to explore all options of establishing a trailhead off of SR524.**

Billy Long, 1450 Cox Rd., Cocoa, shared that he and his family have lived there for many years and do not want to lose their privacy. He is hopeful that Council will take into consideration the families that live in that area when making their decision.

Gregg Stoll, 2203 Salem Dr., Cocoa, shared that he has volunteered for many years at the Cocoa Conservation Area and used to lock and unlock the gate. He suggested that when the traffic circles are implemented somewhere down the line, that Council and staff consider proposing a crosswalk at the same time.

He also posed several questions that he feels are important for Council to consider when making their decision, including security, who will lock and unlock the gate, vandalism, etc.

THE VOTE ON THE MOTION WAS:

AYES: Weeks, Goins, Hearn, Koss

NAYES: Blake

THE MOTION CARRIED (4-1)

4. Utilities Advisory Board Discussion. (2025-712). (City Manager)

Mayor Blake read the staff report into the record.

Councilmember Koss asked to table this item until she has had a chance to discuss this in furtherance with the City Manager.

- * **MOTION by Councilmember Koss; Seconded by Deputy Mayor Weeks to table this item until Councilwoman Koss has had a chance to speak with the City Manager.**

AYES: Blake, Weeks, Hearn, Koss

NAYES: Goins

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Travel Authorization for Planning Officials Training Workshop for Councilwoman Koss. (2025-700). (City Clerk)

Mayor Blake asked what the purpose of the conference is, as the city already has planners.

In response, Councilmember Koss shared that it is not just for planners but for advisory board members. It was suggested to her that she should attend by other members at the Space Coast TPO. She expressed that she feels that this item was moved off Consent to target her. She added that other members of Council have been allowed to travel without being ridiculed. Ultimately, she stated that she would pay for the registration herself.

VIII. City Business:

1. Authorize City Staff to Apply for the National Fitness Challenge (NFC) Grant. (2025-713). (City Manager)

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to authorize city staff to apply for the National Fitness Challenge (NFC) Grant.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. Informational Agenda:

1. Data showing the relation between the estimated and actual income and expenses to date. (2025-634). (Finance Director)
2. 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. (2025-635). (Finance Director)
3. FY 2025 June Budget Adjustment Report. (2025-636). (Finance Director)
4. Informational Only - The City of Cocoa's Open Board Vacancies. (2025-704). (City Clerk)

5. Bi-Weekly Report for July 3, 2025 - July 17, 2025. (2025-705). (City Manager)

X. Reports:

Ms. Senger shared upcoming City events.

Councilmember Goins shared that on August 9th from 11am-4pm at Eastern Florida State College there will be an event hosted by 321 Empowerment to teach emotional intelligence.

Additionally, he wished to bring up something that he felt disrespected by which was an interview Councilmember Koss had with Brevard News. He understands that Council has the right to exercise free speech, and they may not agree all the time, but ultimately, they are a team and they should not attack one another. He would not do that to any of them, and he is asking that they be respectful to each other moving forward.

In response, Councilmember Koss shared that respect goes both ways, and she has been stabbed in the back by him as well. She is aware of several instances that she has been stabbed in the back by others.

Councilmember Goins talked about the importance of being wary of click bait and views on videos. He noted that sometimes these interviewers lead you to a place where it's easy for all of your emotions to come out on camera and you can't take it back. These interviewers are more concerned with getting views and focusing on negativity than they are on trying to bring the City together. He stated that he has no ill will towards Councilmember Koss and hopes she doesn't have any either.

Deputy Mayor Weeks shared several photos from events she recently attended.

Councilmember Hearn shared that he recently read an article about the City and that the Cocoa Police Department will be monitoring the railroad crossings and will be cracking down. He thanked the Police Chief for taking on that initiative.

- * **MOTION by Mayor Blake; Seconded by Councilmember Hearn to extend the meeting by fifteen minutes.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilmember Koss shared that she has not watched the video yet. She stands behind the comment she made about rubber stamping, but she does not recall making any comments accusing anyone of sunshine law violations.

Further discussion was held between Councilmember Koss and Mayor Blake regarding past disagreements they've had and disrespect they each feel they've received from each other.

Lastly, Mayor Blake shared several photos from events and conferences he recently attended.

XI. Adjournment:

- * MOTION by Deputy Mayor Weeks; Seconded by Mayor Blake to adjourn the Regular meeting of July 22, 2025.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 11:12 p.m.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk



Sea Level Rise Vulnerability Assessment

City of Cocoa, Florida
July 22, 2025

AGENDA

- 1 Introductions
- 2 Project Background
- 3 Data Acquisition
- 4 Public Outreach & Local Concerns
- 5 Exposure Analysis
- 6 Sensitivity Analysis
- 7 Next Steps & Recommendations

INTRODUCTIONS

City of Cocoa Team



Charlene Neuterman
Community Service Director



Abigail Morgan, P.E.
Public Works Director/
City Engineer



Jonathan Lamm
Fire Chief

INTRODUCTIONS

Analysis Support Staff



Ajani Stewart, CFM
Senior Resiliency &
Sustainability Director



Tyler Blair, PE, PTOE, PTP
Municipal Project Manager



Carmen Olazabal, P.E.
Senior Resiliency &
Sustainability Director



Julia Pastorek
Sustainability & Resilience
Analyst



Keren Prize Bolter, PhD
Senior Resiliency &
Sustainability Director



Whitney Sousa
Community Planner



Nicole Barnett ENV SP, LEED GA
Sustainability and Resilience Analyst



Leny Huaman, AICP
Transportation Planner



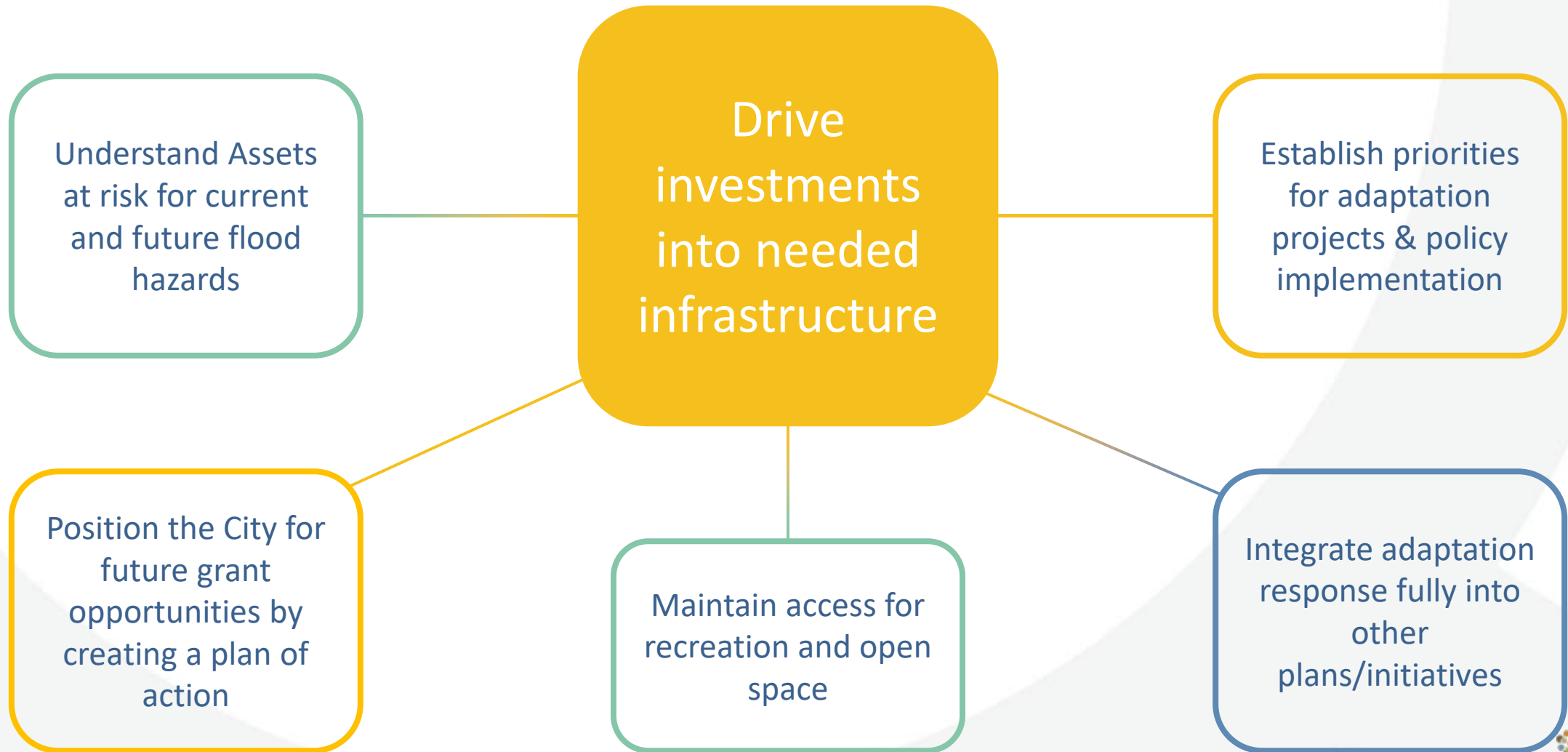
Project Background



PROJECT APPROACH PATHWAY FOR COCOA



WHY CONDUCT A VULNERABILITY ASSESSMENT?



VULNERABILITY ASSESSMENT PROCESS



Identify Critical Assets at risk



Obtain and incorporate public/stakeholder feedback



Determine level of exposure from specific flood scenarios



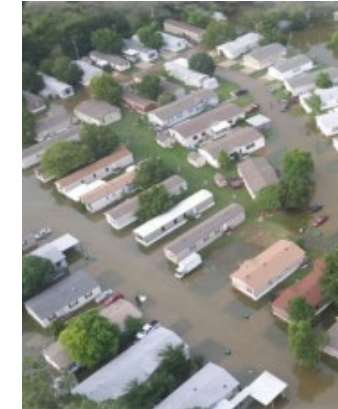
Prioritize the Assets to identify future project needs



Identify priority projects to fund and implement

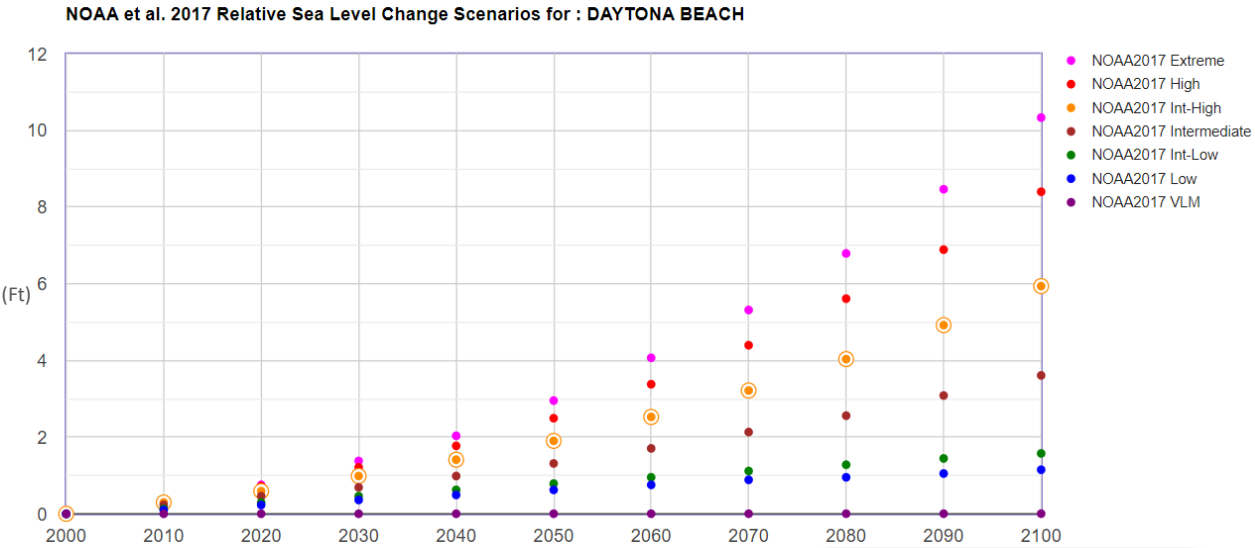


Identify adaptation strategies



VULNERABILITY ASSESSMENT REQUIREMENTS

- Assessment to encompass entire City boundaries
- Most recent elevation data
- Sea level rise NOAA Intermediate High and Intermediate Low projections for 2050 and 2080
- Storm surge
- Rainfall and Compound flooding
- Rainfall + SLR + Tides for 100- and 500- Year Event

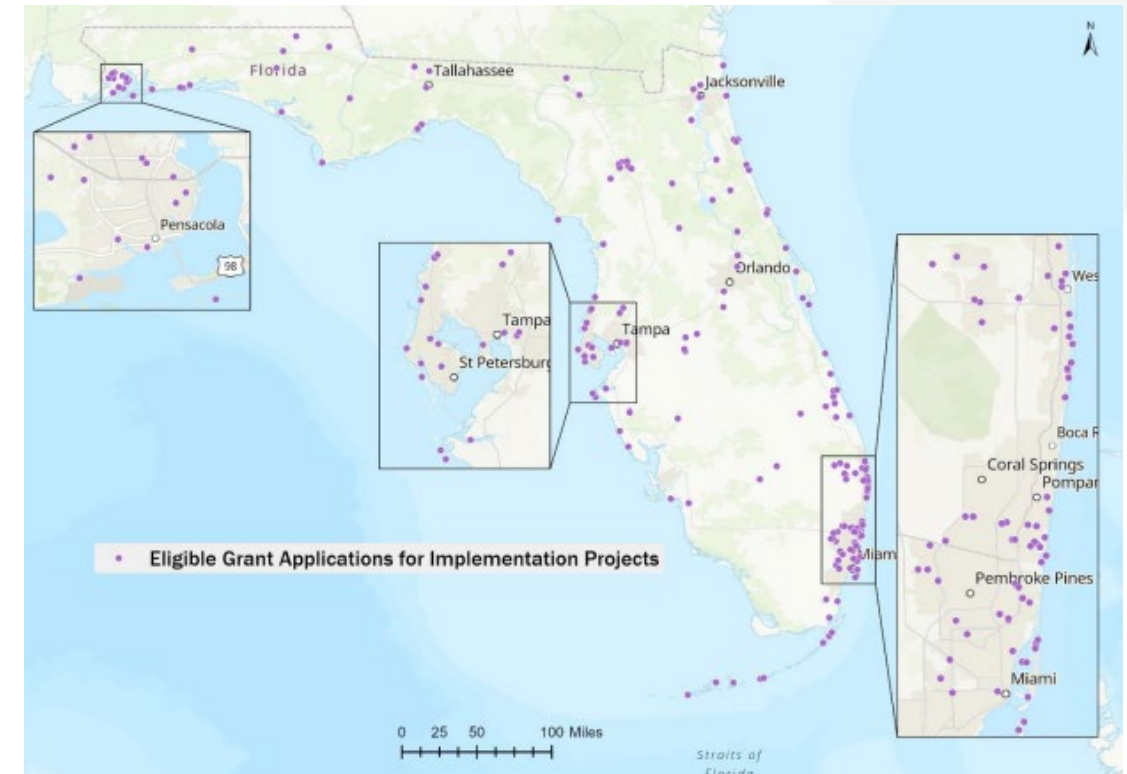


Year	NOAA Int. Low	NOAA Int. High
2000	0	0
2040	0.62 ft	1.41 ft
2070	1.12 ft	3.22 ft

**ft Relative to LMSL

RESILIENT FLORIDA GRANT OVERVIEW

- Established in May 2021 under Senate Bill 1954 and codified in S. 380.093 F.S.
- **Planning** and **implementation** grants to analyze flood vulnerabilities and fund adaptation and mitigation projects
- It favors natural and nature-based solutions
- A community-wide vulnerability assessment is required for implementation funding



RESILIENT FLORIDA OVERVIEW

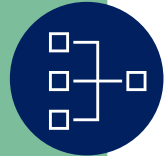


Critical Assets under the Resilient Florida Program include:

- **Transportation assets and evacuation routes**, including airports, bridges, bus terminals, ports, major roadways, marinas, rail facilities, and railroad bridges.
- **Critical infrastructure**, including wastewater treatment facilities and lift stations, stormwater treatment facilities and pump stations, drinking water facilities, water utility conveyance systems, electric production and supply facilities, solid and hazardous waste facilities, military installations, communications facilities.
- **Critical community and emergency facilities**, including schools, colleges, universities, community centers, correctional facilities, disaster recovery centers, emergency medical service facilities, emergency operation centers, fire stations, health care facilities, hospitals, law enforcement facilities, local government facilities, logistical staging areas, affordable public housing, risk shelter inventory, and state government facilities.
- **Natural, cultural, and historical resources**, including conservation lands, parks, shorelines, surface waters, wetlands, and historical and cultural assets.



DEVELOP ADAPTATION STRATEGIES & RECOMMENDATIONS



- **Incorporate Resiliency Principles into Local Plans and Documents**

- Include SLR in capital project design
- Link Vulnerability Assessment to emergency and floodplain planning processes (LMS)



- **Promote Adaptive Measures to Protect People and Property from Natural Hazards**

- Plan fiscally to implement resilient and sustainable solutions to long-term impacts
- Develop project ideas for capital projects
- Identify areas for prioritizing stormwater management



- **Outreach and Funding**

- Educate local stakeholders about ways to increase community resiliency
- Educate business about access to funding and financing services related to resiliency
- Secure funding for an Adaptation Plan
- Improve social inclusion in the decision-making process



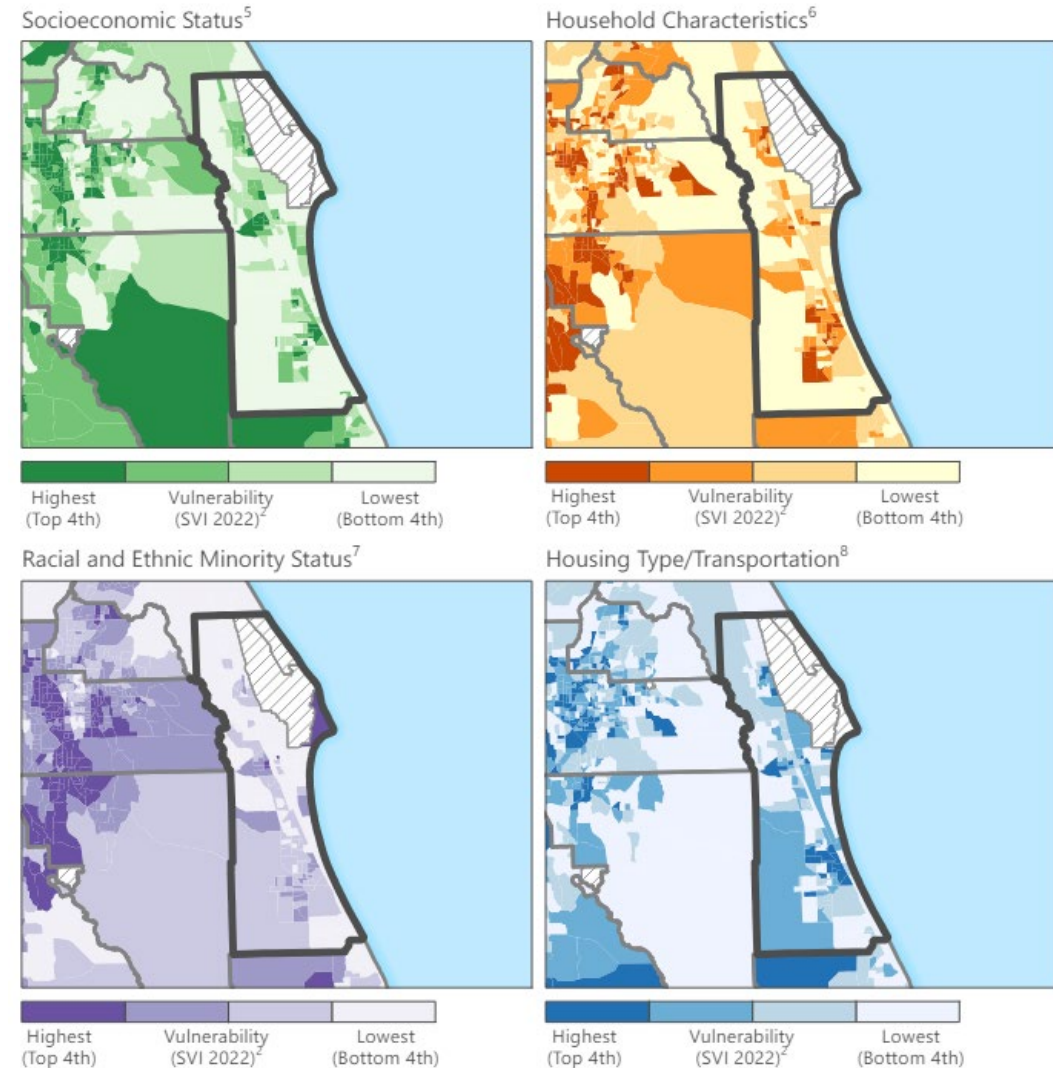
Data Acquisition



DEMOGRAPHICS

- Population: 19,930
- Median age: 45
- Race: 56.9% white
- Median household income: \$56,553
- Population density: 1,467 people per square mile
- Poverty rate: 11.72%
- Marital status: 47% married, 39% have children under 18
- Growth rate: 1.46% annually
- Increase in population: 7.76% since the most recent census

CDC/ATSDR SVI Themes



STORM HISTORY IN COCOA

Helene:

- Landfall on September 26, 2024, as a Category 4 with 140 mph winds
- 230 fatalities and \$200 billion in damages
- Caused significant flooding in Cocoa, specifically in areas that were considered low-risk

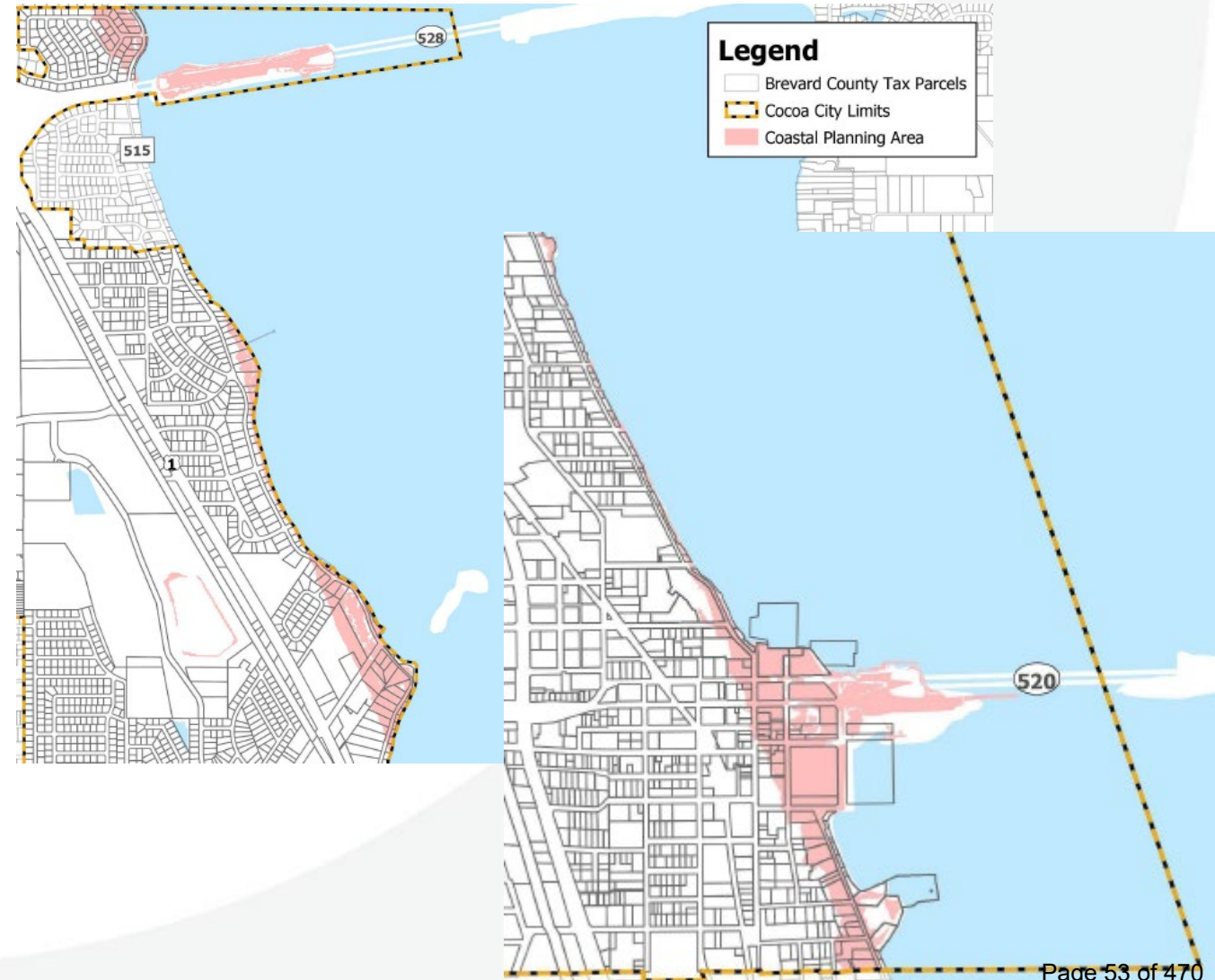
Milton:

- Landfall on October 9, 2024, as a Category 5 with 180 mph winds
- 45 fatalities and \$34.6 billion in damages
- Direct track over Coca resulted in severe localized flooding

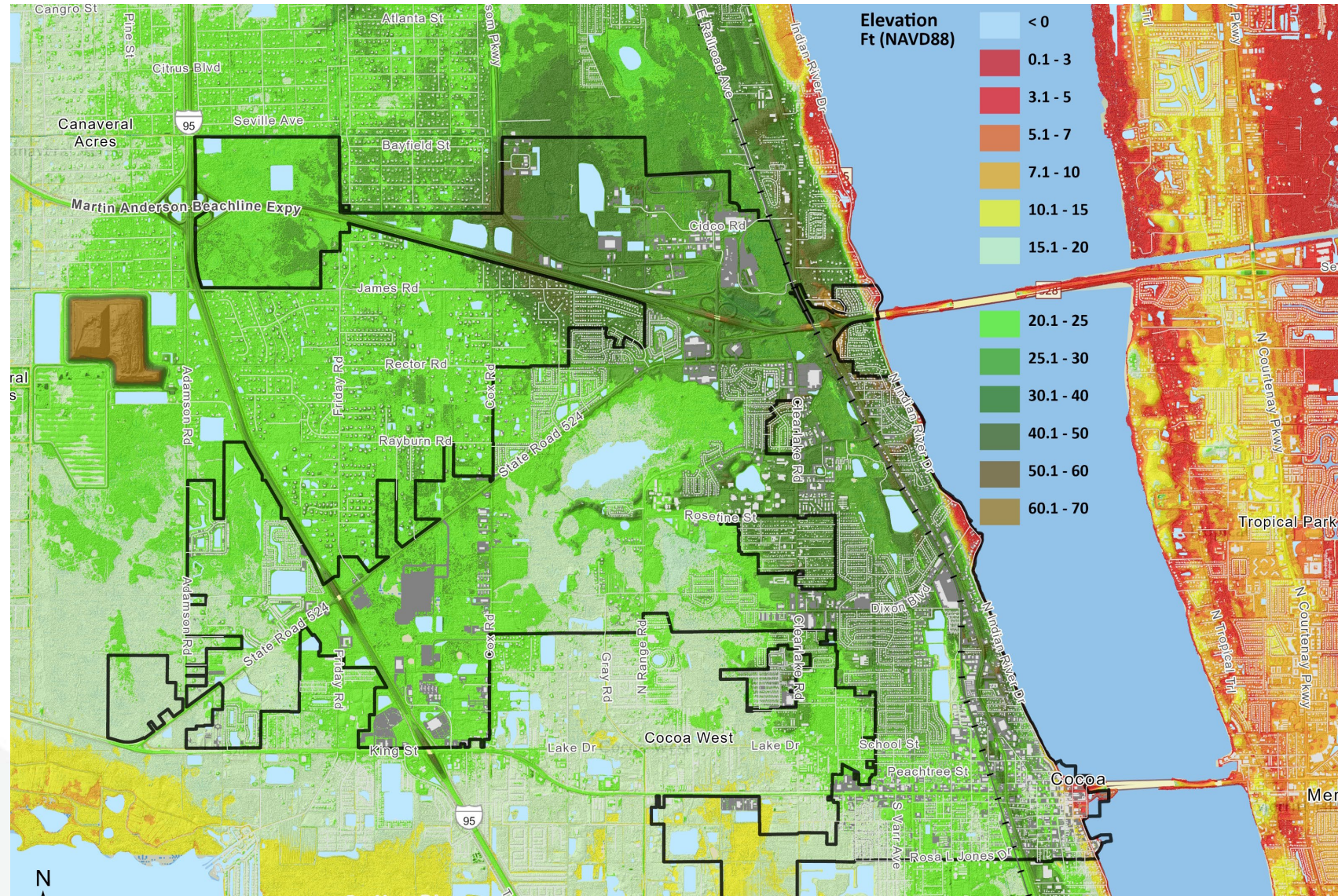


COMP PLAN COASTAL MANAGEMENT ELEMENT

- The Coastal Planning Area (CPA) shall also serve as the **Adaptation Action Area**



ELEVATION IN COCOA



FLOOD HAZARDS



Shallow Coastal Flooding

- Frequent flooding during above-average flood events
- Since the 1960s, flood events have increased 5 to 10-fold in several coastal cities in the USA



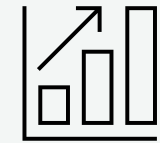
Storm Surge

- Occur when hurricanes and tropical storm raise water level in coastal areas
- Can damage utilities, electrical equipment, seawalls, and structures



Sea Level Rise

- Long-term hazard



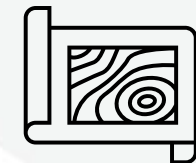
Surge + Sea Level Rise

- Combined Hazard Zone
- Includes long term effects of surge and sea level rise



Flood Zone Areas

- 100-year flood zone areas have a 1% annual chance of flooding



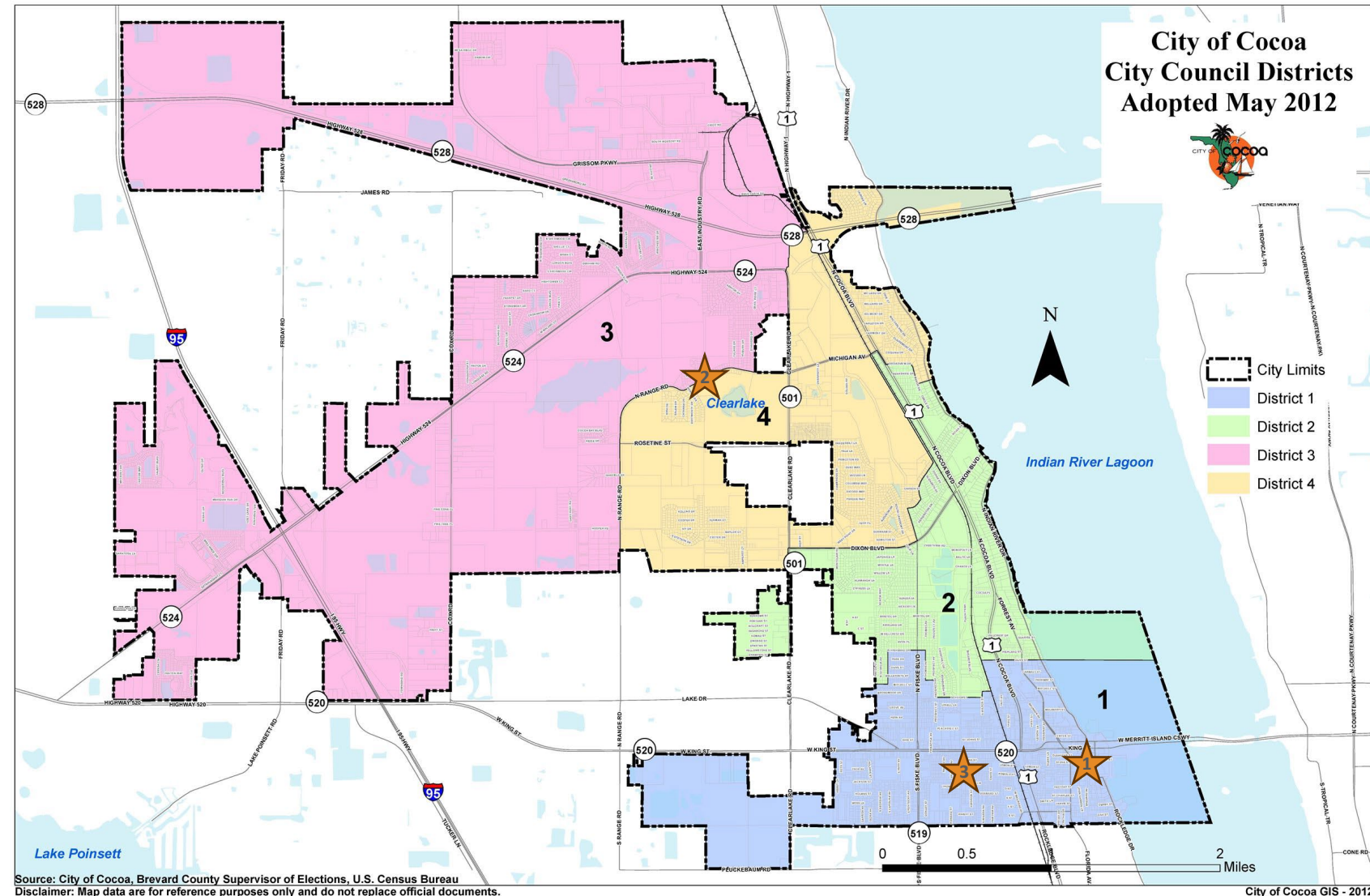


Public Outreach & Local Concerns



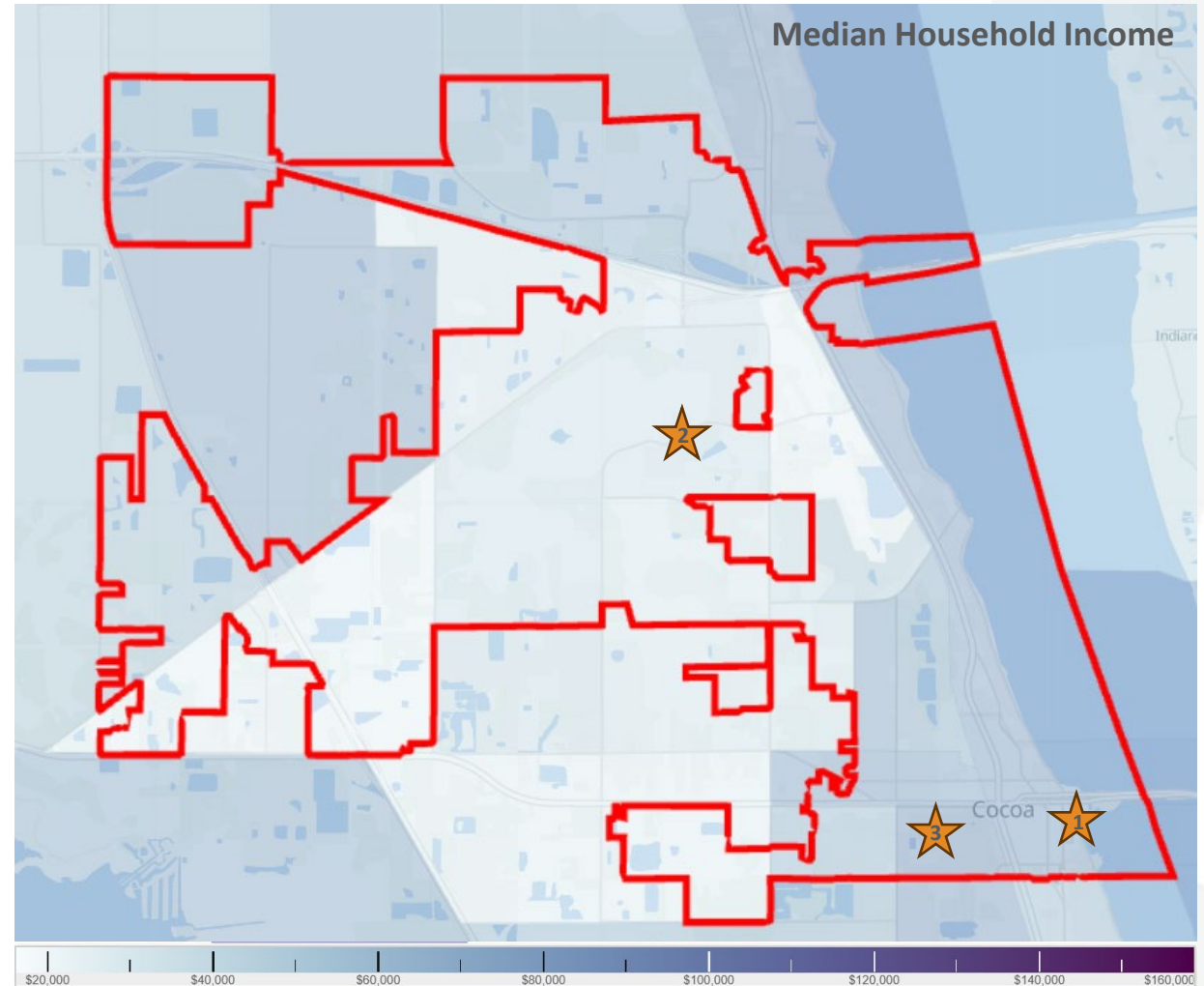
PUBLIC WORKSHOPS' LOCATIONS

- October 3,
Cocoa Civic Center
- October 17,
Brevard Museum
of History &
Natural Science
- November 21,
Leon & Jewel
Collins Museum



HOW THE LOCATIONS WERE CHOSEN

1. **Waterfront Areas** – Understanding the risks faced by residents and businesses located along the City's coastlines.
2. **District Areas** – Gathering input from various City neighborhoods to better understand local vulnerabilities.
3. **Low-Income and Transportation-Limited Regions** – Engaging residents who may be disproportionately impacted by future flooding and sea level rise, ensuring that their voices are heard in the planning process.



LOCAL CONCERNS

- Residents expressed concerns about past and future flooding, citing issues with **drainage, overdevelopment,** and the impact of **new construction** on older neighborhoods.
- Residents emphasized protecting **residential properties, infrastructure,** and **historic sites** with a preference for **natural and green stormwater management** solutions.



PUBLIC PARTICIPATION

- During each public workshop, our team:
 - Walked around and communicated 1 on 1 with residents
 - Presented a PowerPoint displaying the background of the Vulnerability Assessment
 - Provided questionnaires to have residents fill out privately
 - Provided sticky notes for participants to write down their own thoughts and concerns
 - Provided interactive maps of Cocoa that residents could highlight areas that were most vulnerable
 - Displayed different types of Justice40 maps of Cocoa
 - Conducted group conversations
 - Provided giant pieces of paper for everyone to collaborate and jot down issues and solutions





Exposure Analysis

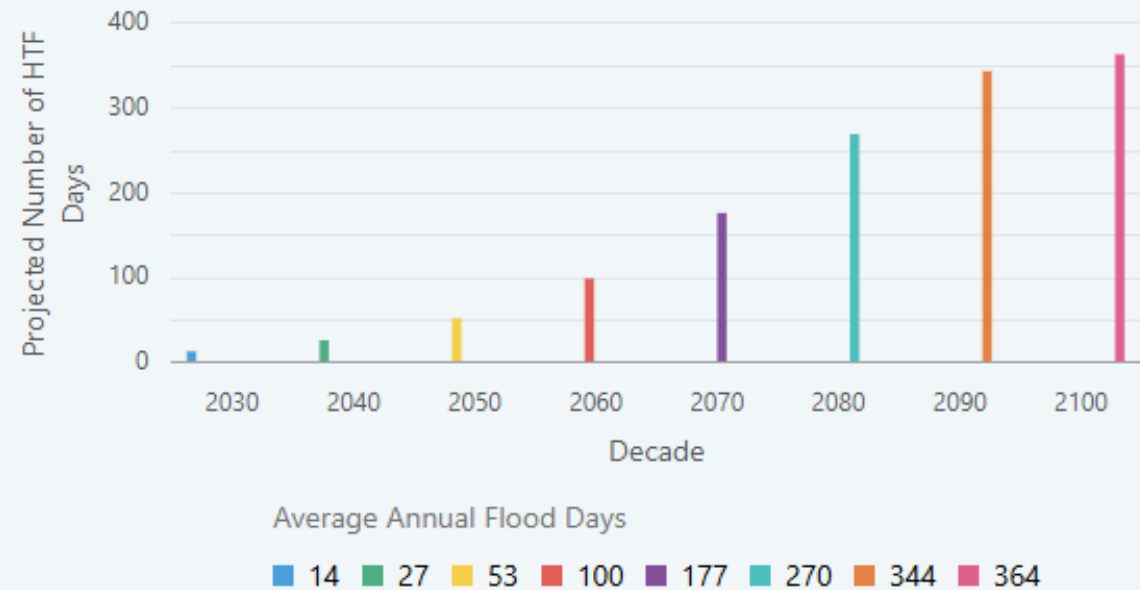


RESULTS

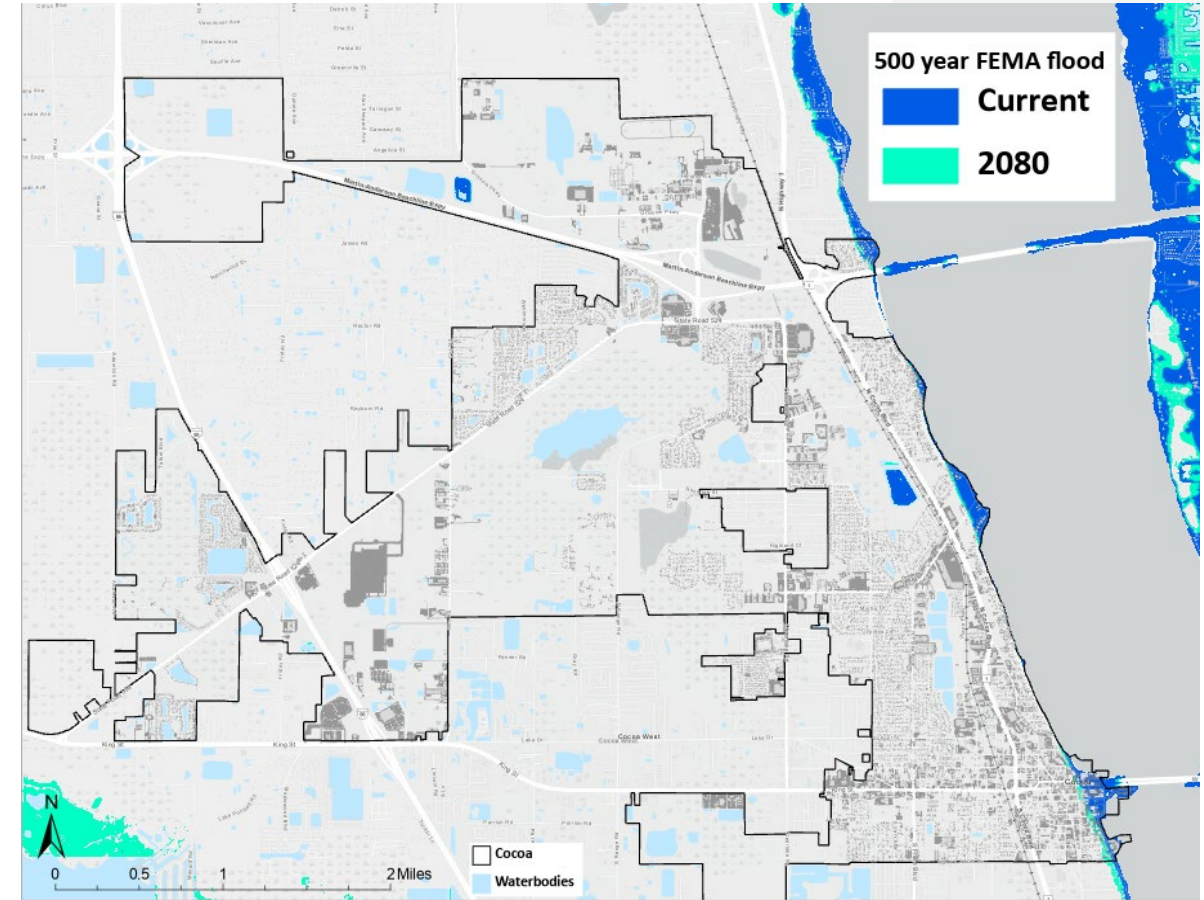
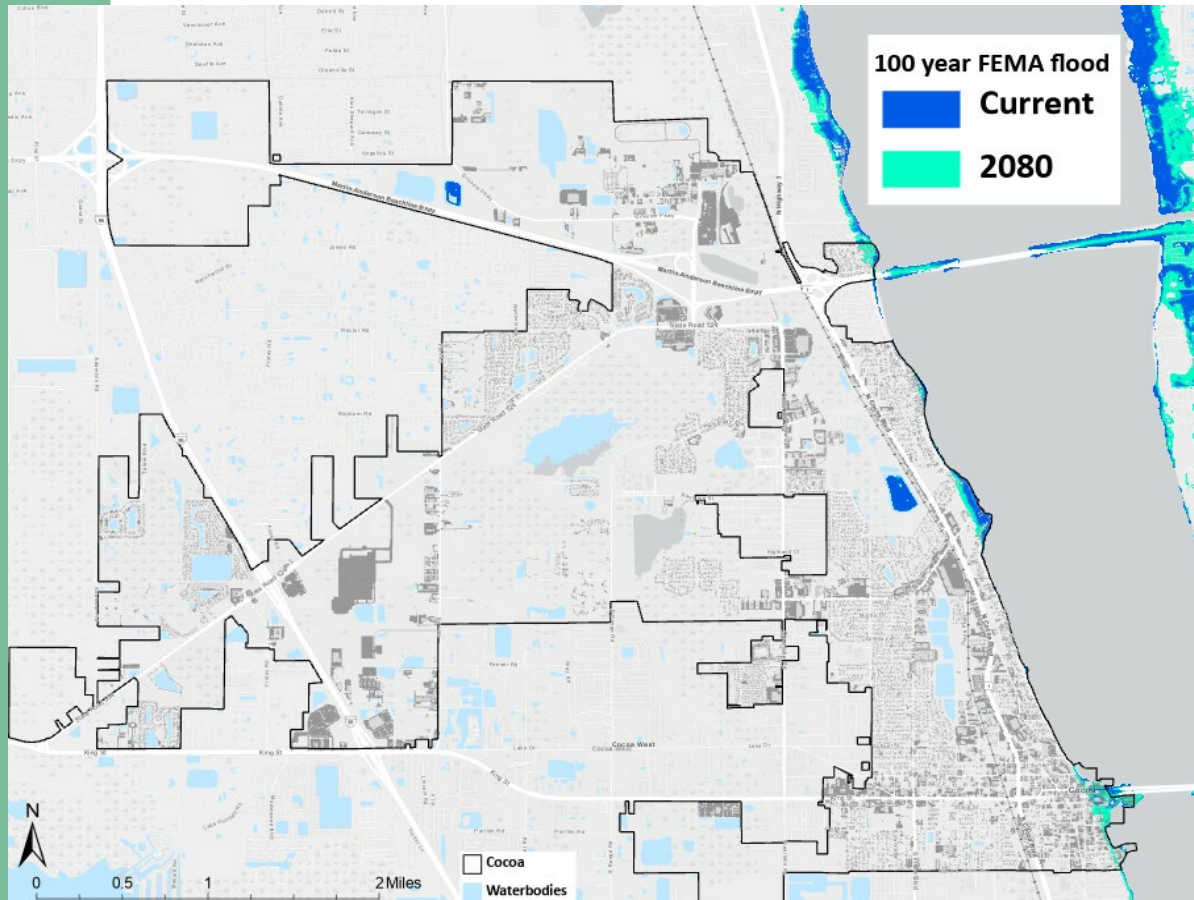
- SLOSH model for storm surge
 - vulnerability of assets to various hurricane categories, finding many at "Extreme" risk under severe storms.
- Tidal flooding days per year



HTF Days Intermediate SLR

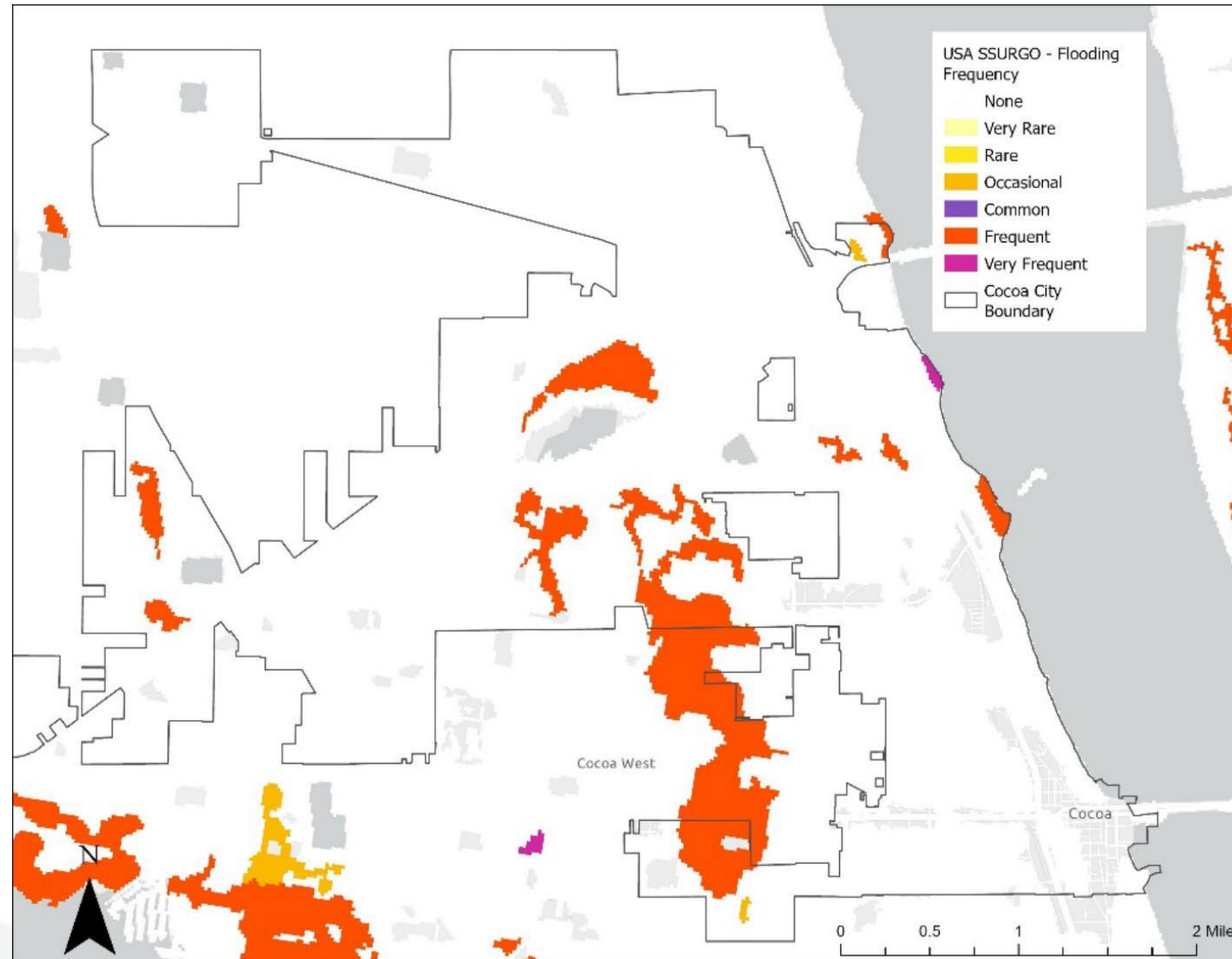


FEMA FLOOD PROJECTIONS



Source: Flood Maps | FEMA.gov

GROUND FLOODING FREQUENCY

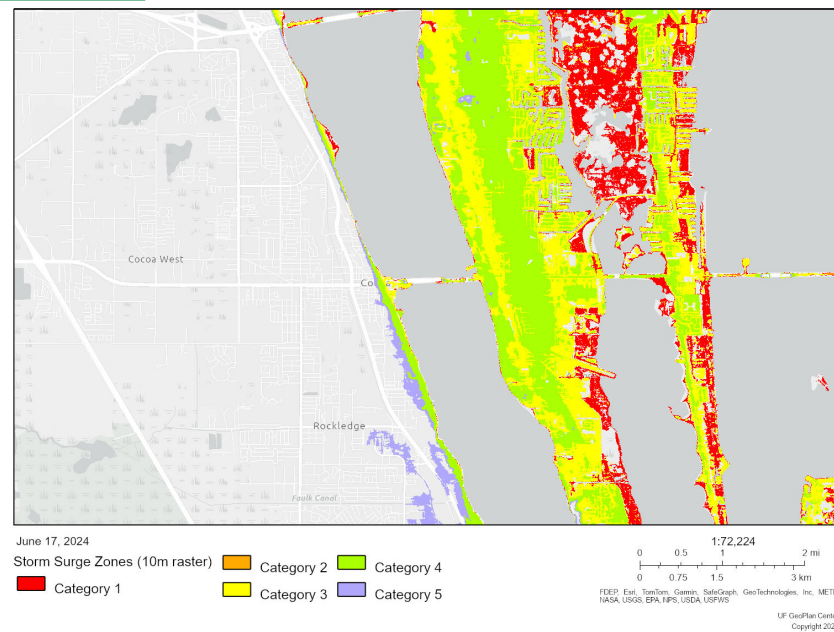


Source: USA Soil Survey Geographic (SSURGO)

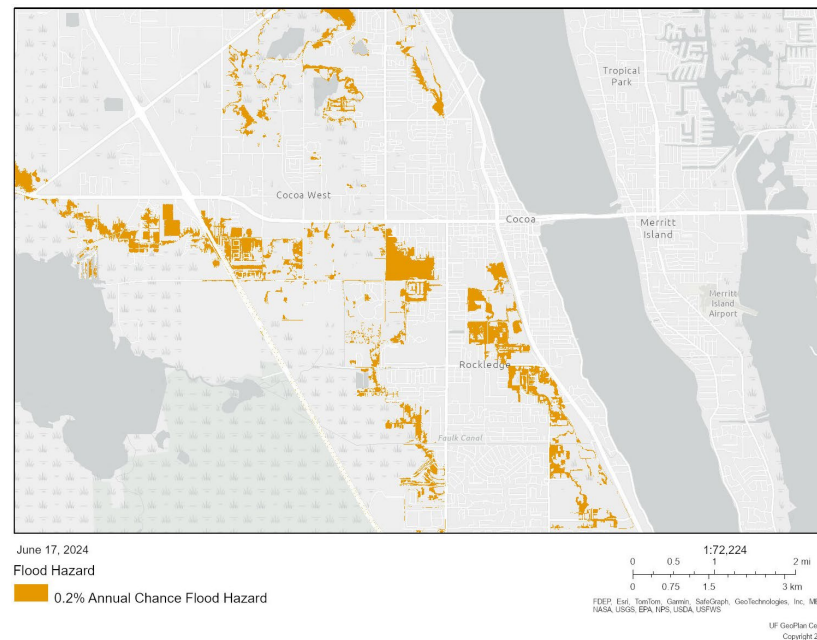
FLOOD RISKS



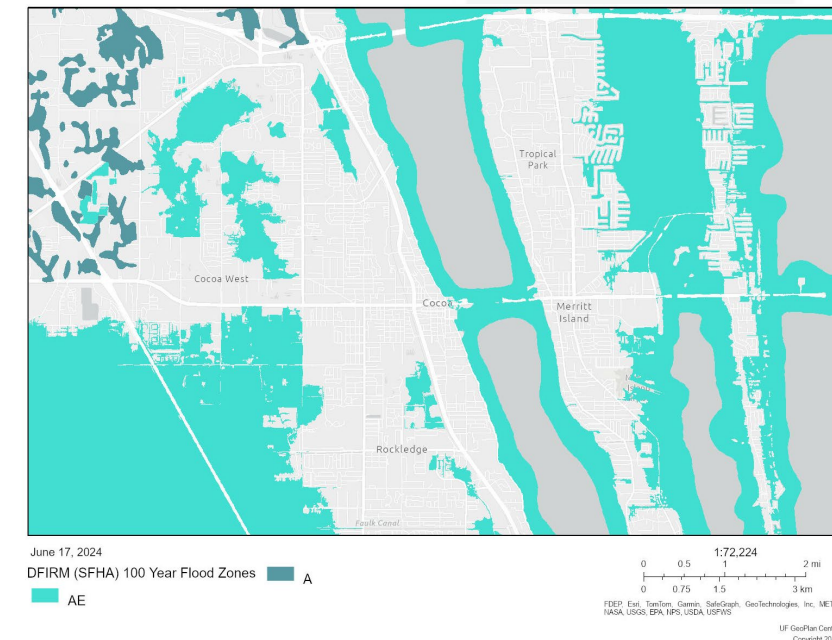
Storm Surge Zones



0.2% Annual Chance Flood Hazard

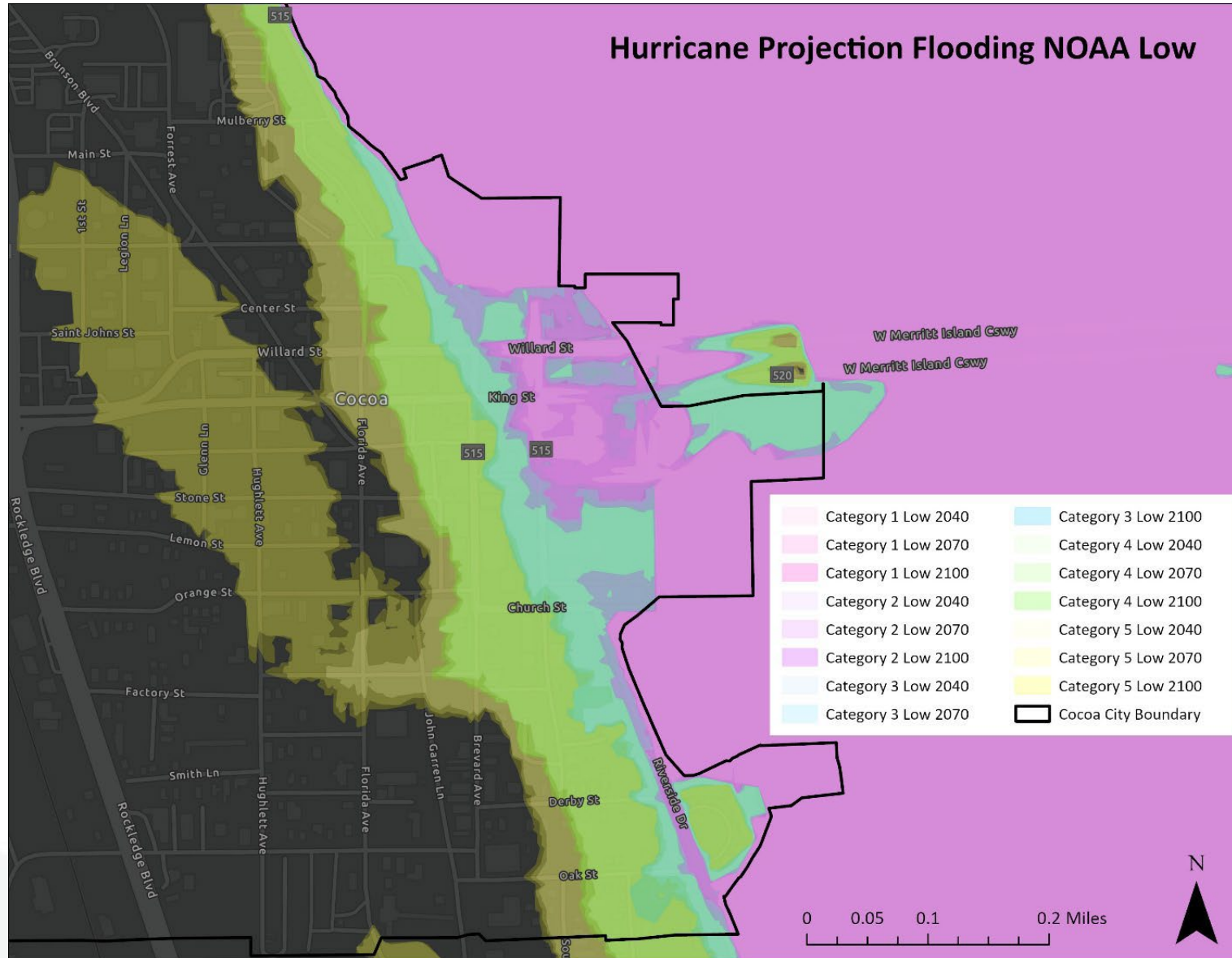


100 Year AE Flood Zone



Source: UF FGDL Map Viewer

Hurricane Projection Flooding NOAA Low

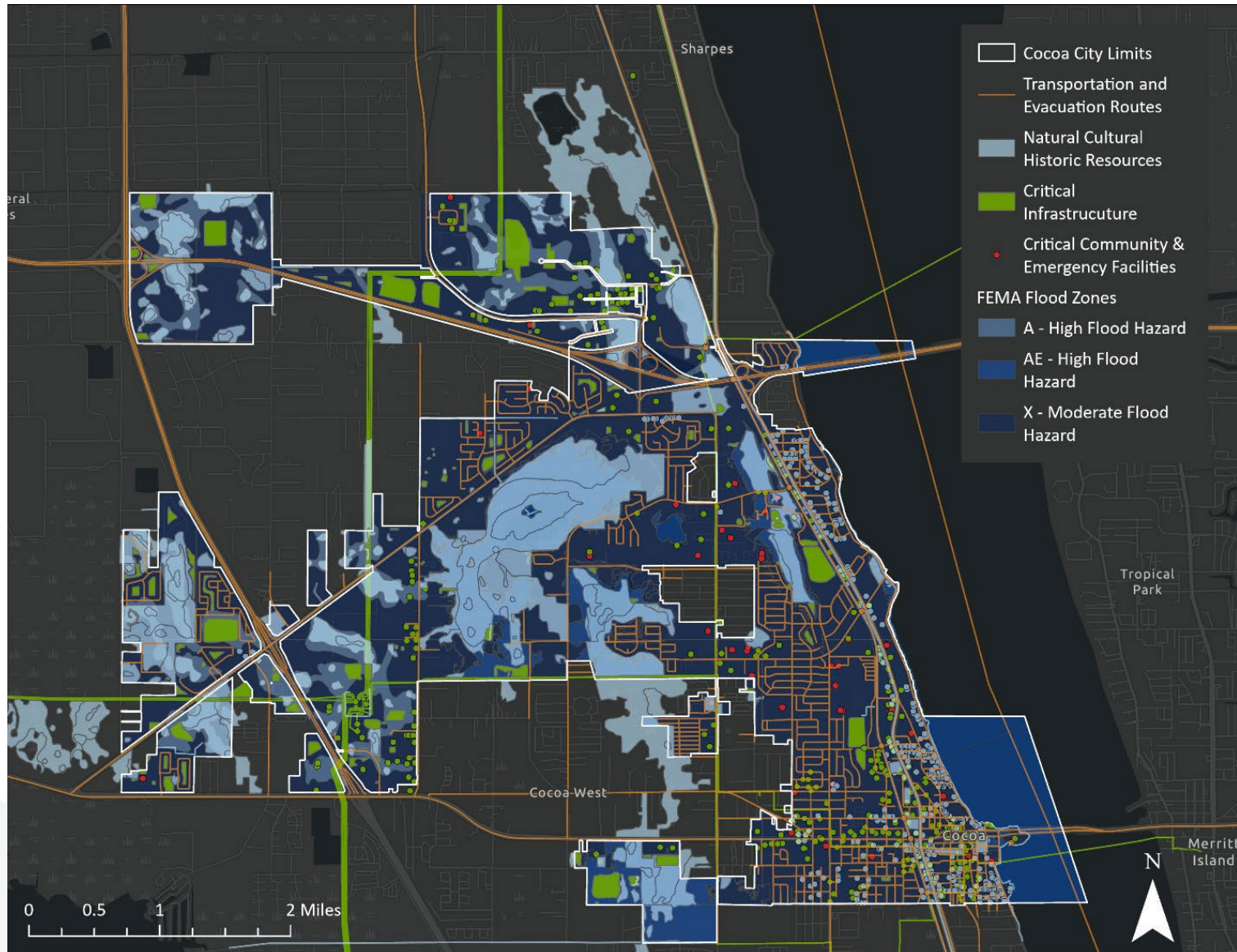




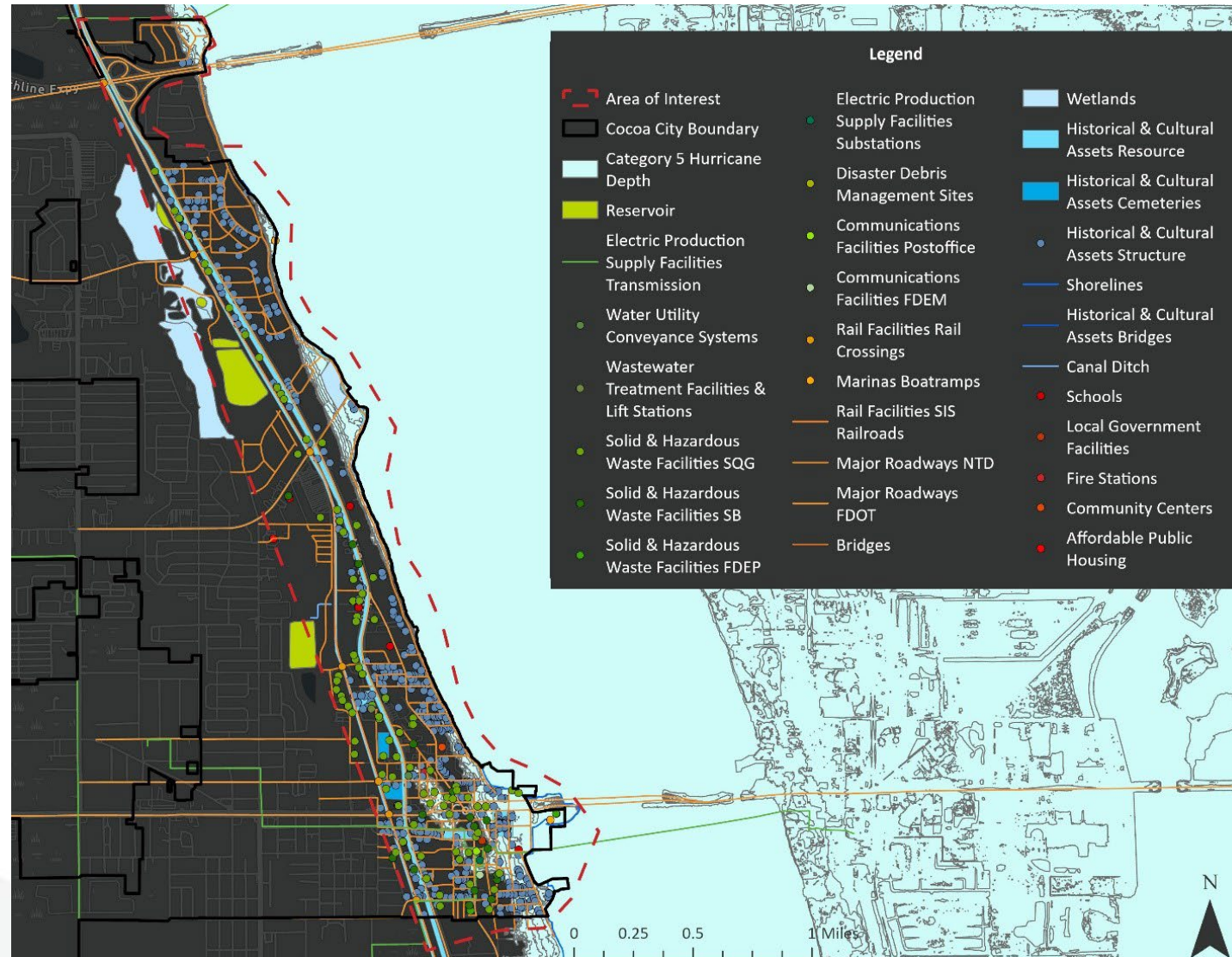
Sensitivity Analysis



CRITICAL ASSETS WITHIN FEMA FLOOD ZONES



IMPACTED ASSETS IN A CATEGORY 5 HURRICANE



RESULTS OF CRITICAL ASSETS IMPACTED

Affected Assets Assessment	Total	Cat 5	Cat 4	Cat 3	Cat 2	Cat 1	Vulnerability
Water Utility Conveyance Systems	1	1	0	0	0	0	Low
Wastewater Treatment Facilities & Lift Stations	0	0	0	0	0	0	None
Solid & Hazardous Waste Facilities SQG	95	8	5	3	0	0	High
Solid & Hazardous Waste Facilities SB	18	3	1	0	0	0	Medium
Solid & Hazardous Waste Facilities FDEP	4	2	2	2	0	0	Medium
Electric Production Supply Facilities Substations	1	1	0	0	0	0	Low
Disaster Debris Management Sites	1	1	1	1	0	0	Medium
Communications Facilities Post Office	0	0	0	0	0	0	None
Communications Facilities FDEM	0	0	0	0	0	0	None
Electric Production Supply Facilities Transmission	4	4	2	2	2	0	High
Reservoir	0	0	0	0	0	0	None
Rail Facilities Rail Crossings	0	0	0	0	0	0	None
Marinas Boat Ramps	2	2	2	2	1	1	Extreme
Rail Facilities SIS Railroads	1	1	1	1	1	1	Extreme
Major Roadways NTD	229	100+	50+	22	15	5	Extreme
Major Roadways FDOT	15	6	4	4	4	4	Extreme
Bridges	4	2	2	2	2	2	Extreme
Historical & Cultural Assets Structure	402	400	200+	100+	3	1	Extreme
Canal Ditch	0	0	0	0	0	0	None
Shorelines	23	23	23	23	23	23	Extreme
Historical & Cultural Assets Bridges	4	2	2	2	2	2	Extreme
Wetlands	8	1	1	1	1	1	Extreme
Historical & Cultural Assets Resource	4	3	2	2	2	1	Extreme
Historical & Cultural Assets Cemeteries	0	0	0	0	0	0	None
Schools	5	1	1	1	0	0	Medium
Local Government Facilities	0	0	0	0	0	0	None
Fire Stations	0	0	0	0	0	0	None
Community Centers	2	1	0	0	0	0	None
Affordable Public Housing	0	0	0	0	0	0	None

Legend

	Critical Infrastructure
	Transportation & Evacuation Route
	Local Assets
	Natural Cultural Historical Resources
	Critical Community Emergency Facilities

RISK ASSESSMENT

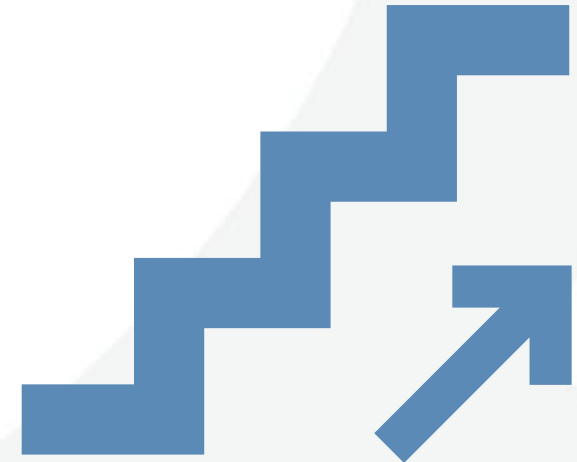
Overall Risk Assessment	Area of Interest Critical Assets Affected (percentage of total assets)
Extreme	34%
High	7%
Medium	14%
Low	7%
None	38%



Next Steps & Recommendations

NEXT STEPS & RECOMMENDATIONS

- These findings will inform the City's next steps:
 - Prioritizing and funding adaptation strategies
 - Incorporating sea level rise into capital planning
 - Developing a comprehensive flood resilience plan
- Recommendations:
 - Upgrading Stormwater Management Systems
 - Strengthening Coastal and Tidal Flooding Defenses
 - Strengthen Community Engagement and Education
 - Secure Additional Funding and Grants
 - Update and Expand Climate Resilience Plans





Questions + Answers



Truth In Millage (TRIM) Presentation Regular City Council Meeting July 22, 2025



Agenda

- Approve a resolution establishing the Rolled-Back Rate
- Adopt a Proposed Millage Rate – To comply with FS 200.065, the City must establish a proposed millage rate by August 4th (within 35 days of valuation, per TRIM Compliance Process) for the 2026 Fiscal Year. Minimum Requirement – 3 of 5 Votes
- Set the 1ST Public Hearing – September 3, 2025, at 6:00P.M., City of Cocoa City Hall, Council Chambers (65 Stone Street, Cocoa, Florida). Advertised in the TRIM Notice, mailed to the taxpayer in August.



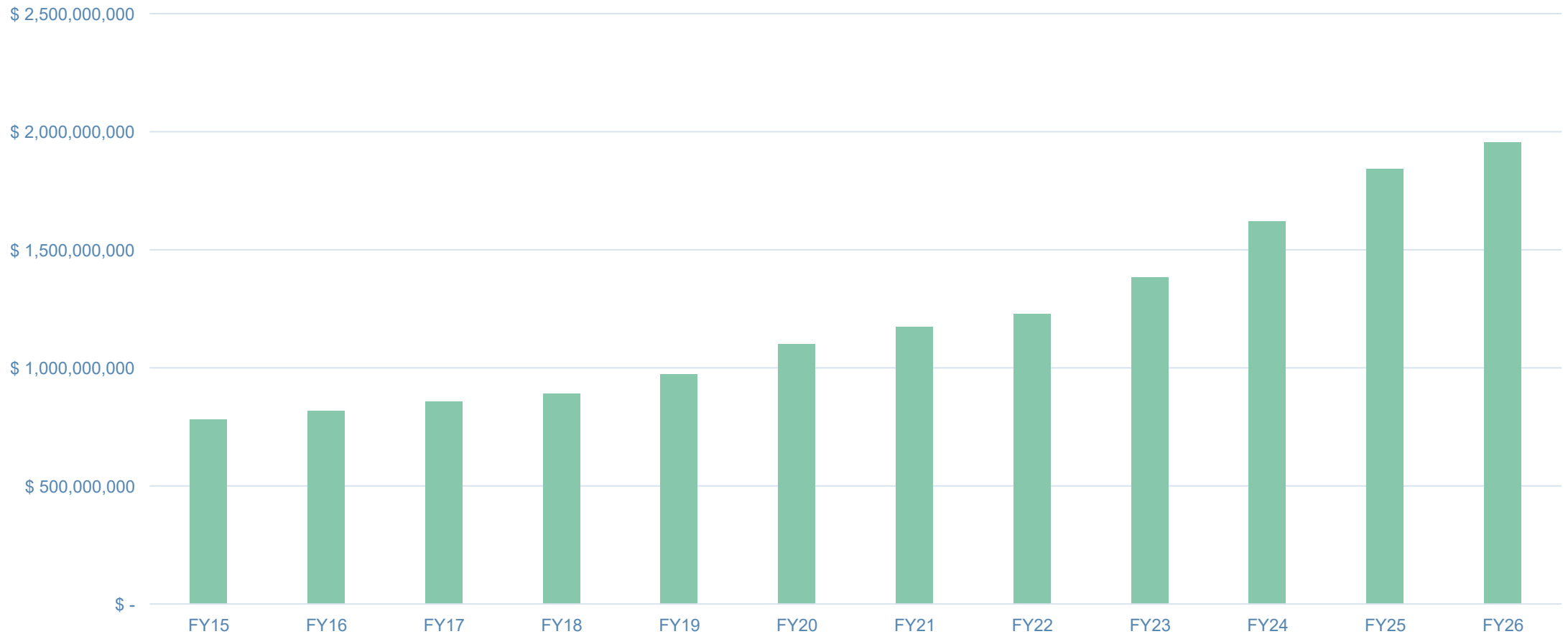
Historical Review Ad Valorem Tax Base

Fiscal Year	Valuation	% of Change
FY2015	\$780,867,676	0.9%
FY2016	\$817,760,975	4.7%
FY2017	\$858,558,414	5.0%
FY2018	\$890,566,389	3.7%
FY2019	\$971,766,039	9.1%
FY2020	\$1,099,762,247	13.2%
FY2021	\$1,172,021,718	6.6%
FY2022	\$1,227,524,954	4.7%
FY2023	\$1,383,126,527	12.7%
FY2024	\$1,619,004,268	17.1%
FY2025	\$1,841,253,676	13.7%
FY2026	\$1,953,613,434	6.1%

New Construction - \$41,254,927
2.1% of the Total Valuation

FY2015-FY2025 is based on the Final Taxable Value

Historical Review Ad Valorem Tax Base



FY2015-FY2025 Based on the Final Taxable Value

Historical Review of Millage and AD Valorem Revenue

Fiscal Year	Valuation	Millage	Budgeted AD Valorem Revenue @ 95%	Revenue Variance from Previous Year	% of Change
FY2015	\$780,867,676	5.9790	\$4,275,054	\$39,927	0.9%
FY2016	\$817,760,975	5.9790	\$4,454,795	\$179,741	4.2%
FY2017	\$858,558,414	5.9790	\$4,768,944	\$314,149	7.1%
FY2018	\$890,566,389	5.9790	\$4,947,188	\$178,244	3.7%
FY2019	\$971,766,039	5.9790	\$5,496,736	\$549,548	11.1%
FY2020	\$1,099,762,247	5.9790	\$6,216,058	\$719,321	13.1%
FY2021	\$1,172,021,718	5.9790	\$6,468,872	\$252,814	4.1%
FY2022	\$1,227,524,954	6.4532	\$7,649,355	\$1,180,483	18.2%
FY2023	\$1,383,126,527	6.4532	\$8,479,312	\$829,957	10.9%
FY2024	\$1,619,004,268	6.9532	\$10,642,032	\$2,162,720	25.5%
FY2025	\$1,841,253,676	6.9532	\$12,101,604	\$1,459,572	13.7%
FY2026	\$1,953,613,434	6.9532	\$12,904,672	\$803,068	6.6%

FY2026 TRIM Rate Options

	Taxable Value	Rate	Gross Tax Revenue	Tax Revenue @95%	FY2025-FY2026 Revenue Variance
*FY2025 Final Gross Taxable Value	\$1,841,253,676	6.9532	\$12,802,605	\$12,162,475	
FY2026 Millage Options					
Proposed Tentative Rate	\$1,953,613,434	6.9532	\$13,583,865	\$12,904,672	\$742,197
Rolled-Back Rate	\$1,953,613,434	6.7367	\$13,160,908	\$12,502,862	\$340,387
Unanimous Vote or Referendum	\$ 1,953,613,434	10.0000	\$19,536,134	\$18,559,328	\$6,396,853

*Final Gross for FY2025, not the adopted value/revenue

City Council may adopt any rate up to 10 mills. Certified Gross Taxable Value \$1,953,613,434 / Certified New Construction Taxable Value \$41,254,927

Reduction to Ad Valorem Revenue - Due to Required TIF Payments to the CRAs from the General Fund

CRA	Millage 6.9532 FY2025 Current Adopted Rate @95%	Millage 6.9532 FY2026 Proposed Rate at 95%	Difference Between FY2025 and FY2026 @ Proposed Millage		Millage 6.7367 FY2026 Valuation at the Rolled- Back Rate @95%	Difference Between FY2026 Proposed Millage and the Rolled Back Rate
Cocoa	\$1,301,579	\$1,387,299	\$85,720		\$1,344,104	(\$43,195)
Diamond Square						
	<u>\$372,242</u>	<u>\$423,308</u>	<u>\$51,066</u>		<u>\$410,063</u>	<u>(\$13,245)</u>
Total to CRAs	\$1,673,821	\$1,810,607	\$136,786		\$1,754,166	(\$56,440)

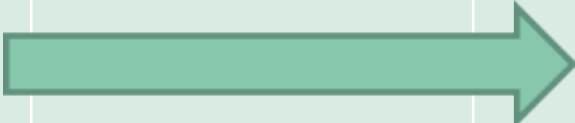
FY2026 Comparative City Rates

Ranking	Municipality	Current	Rolled-Back Rate	Proposed	Ad Valorem Taxes
1	Satellite Beach	7.9812	7.6505	7.9000	\$12,881,177
2	Cocoa	6.9532	6.7367	6.9532	\$13,583,865
3	Palm Bay	6.7339	6.4071	6.7339	\$67,189,256
4	Melbourne	6.5466	6.2927	6.6703	\$52,224,159
5	Titusville	6.5817	6.1938	6.3000	\$23,090,658
6	Indialantic	5.9999	5.6717	6.2388	\$4,382,963
7	Indian Harbor Beach	5.5168	5.3000	5.5099	\$8,166,649
8	Rockledge	5.3800	5.4151	5.3500	\$14,245,091
9	Melbourne Beach	4.4770	4.2574	4.6000	\$3,167,977
10	Cape Canaveral	3.2422	3.2474	3.9672	\$8,052,264

*Brevard County and Cocoa Beach were unavailable as of 7/14/25

** Ranked on Proposed Rates

FY2026 Proposed Tentative Rate & 1st Public Hearing

	*Valuation	Rate	Gross Tax Revenue	Tax Revenue @ 95%
Current FY 2025 Millage Rate	\$1,841,253,675	6.9532	\$12,802,605	\$12,162,475
Proposed Tentative Millage Rate	\$1,953,613,434	6.9532	\$13,583,865	\$12,904,672
FY2026 Revenue Difference			\$781,260	\$742,197

1st Public Hearing – September 3, 2025, 6:00P.M. at Cocoa City Hall, 65 Stone St. Cocoa Florida

*At Adoption

Examples of what this means to the Single-Family Property Owner

	Assessed Valuation	FY2025 Millage 6.9532	*Assessed Valuation with 3% Increase	FY 2026 Proposed 6.9532	Annual Increase Between FY2025-2026
Single Family Residence	\$100,000		\$103,000		
Less Homestead	<u>(\$50,000)</u>		<u>(\$50,000)</u>		
= Taxable Value	\$50,000	\$348	*\$53,000	\$369	\$21
Single Family Residence	\$150,000		\$154,500		
Less Homestead	<u>(\$50,000)</u>		<u>(\$50,000)</u>		
= Taxable Value	\$100,000	\$695	\$104,500	\$727	\$32

*A Single-Family Property with the Assessed Value of \$100,000 in FY2025, would see an increase in the Assessed Value in FY2026 of \$3,000 (3% Save Our Homes Cap). If the Property Owner had both Homestead Exemptions totaling \$50,000, the property would be assessed at \$53,000 x 6.9532 = \$369 Cocoa Taxes.

Examples of what this means to the Single-Family Property Owner

	Assessed Valuation	FY2025 Millage 6.9532	*Assessed Valuation with 3% Increase	FY 2026 Proposed 6.9532	Annual Increase Between FY2025-2026
Single Family Residence	\$200,000		\$206,000		
Less Homestead	(\$50,000)		(\$50,000)		
= Taxable Value	\$150,000	\$1,043	*\$156,000	\$1,085	\$42
Single Family Residence	\$300,000		\$309,000		
Less Homestead	(\$50,000)		(\$50,000)		
= Taxable Value	\$250,000	\$1,738	\$259,000	\$1,800	\$62

*A Single-Family Property with the Assessed Value of \$200,000 in FY2025, would see an increase in the Assessed Value in FY2026 of \$6,000 (3% Save Our Homes Cap). If the property owner had both Homestead Exemptions totaling \$50,000, the property would be assessed at \$156,000 x 6.9532 = \$1,085 Cocoa Taxes

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FY2026 Tentative Proposed Budget



FY 2026 General Fund Revenue By Funding

Source

Funding Source	FY2026 Recommended Budget	% of FY 2026 Budget
Other Non-Revenue (Inter-fund transfers, Water/Sewer ROI and 6% PILOFF, Debt Proceeds, Revenues from Unassigned FB (Reserves))	\$19,398,802	35%
Taxes (Ad Valorem, UST and CST)	\$17,178,672	31%
Charges for Service (Water Billing Services, Garbage Collection Services, Allocation for Services and Culture/Recreation Fees)	\$8,158,428	15%
Other Permits & Fees (Franchise Fees, Fire Assessment, and Planning & Zoning Fees)	\$6,487,002	12%
Intergovernmental (Local, State & Federal Grants, and State Shared Revenues)	\$3,122,667	6%
Miscellaneous (Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Police & Fire State Pension Revenues, Insurance Proceeds, etc.)	\$620,214	1%
Fines and Forfeitures (County civil court)	<u>\$30,000</u>	<u>0%</u>
Total FY 2026 Revenue by Funding Source	\$54,995,785	100%

FY 2026 General Fund Major Capital

Public Works	
Annual Street Paving	\$500,000
Safe Routes to School Signage	\$62,500
Stump Cutter	\$59,000
Vehicle	\$48,000
Police Department	
(7) Vehicles	\$397,725
HVAC's PD Headquarters	\$240,000
Fire Department	
Diesel Generator	\$200,000
Apparatus Bay Floor Coating	\$99,000
Vehicle	\$62,000
Lucas V3 CPR Machine	\$30,849

FY 2026 Water/Sewer Fund Revenue By Funding

Source

Funding Source	FY2026 Recommended Budget	% of FY 2026 Budget
Charges for Service (Water, Sewer and Reuse Sales, Connection Fees, Hydrant Fees, Fireline Fees, Backflow Device Checks, Grease Trap Permits and Connection Fees)	\$83,328,643	85%
Other Non-Revenue (Revenues from Unassigned FB (Reserves))	\$14,712,792	15%
Miscellaneous (Interest, Rent and Royalties, other minor revenues)	<u>\$356,185</u>	<u>0%</u>
Total FY 2026 Revenue by Funding Source	\$98,397,620	100%

FY 2026 Stormwater Fund Revenue By Funding

Source

Funding Source	FY2026 Recommended Budget	% of FY 2026 Budget
Special Assessment	\$2,401,415	100%
Miscellaneous Revenue	<u>\$400</u>	<u>0%</u>
Total FY 2026 Revenue by Funding Source	\$2,401,815	100%

FY 2026 Proposed Budget VS. FY2025 Adopted Budget

Fund	FY2025 Adopted budget	FY 2026 Proposed Budget	Variance	FY26 % Change (Total Budget)
Water/Sewer	\$ 85,660,586	\$ 98,397,620	\$ 12,737,034	15%
General Fund	\$ 54,377,562	\$ 54,995,785	\$ 618,223	1%
W/S Renewal & Replacement	\$ 13,011,059	\$ 21,600,750	\$ 8,589,691	66%
W/S Restricted Assets	\$ 8,658,996	\$ 8,266,707	\$ (392,289)	-5%
Special Revenue	\$ 3,065,548	\$ 3,198,009	\$ 132,461	4%
W/S Impact Fees	\$ 2,397,605	\$ 2,112,095	\$ (285,510)	-12%
Stormwater	\$ 2,299,404	\$ 2,401,815	\$ 102,411	4%
Debt Service	\$ 1,452,525	\$ 1,461,869	\$ 9,344	1%
Worker's Compensation	\$ 1,270,417	\$ 1,260,917	\$ (9,500)	-1%
Building Permits	\$ 780,616	\$ 1,255,764	\$ 475,148	61%
TOTAL	\$ 172,974,318	\$ 194,951,331	\$ 21,977,013	13%

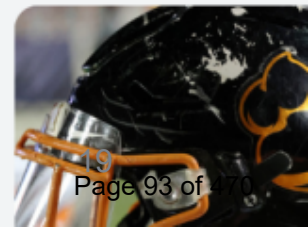
Requested Action

- Approve a Resolution Establishing the Rolled-Back Rate of 6.7367;
- Approve the Proposed Millage Rate of 6.9532
- Set the 1ST Public Hearing Date and Time – September 3, 2025, at 6:00P.M. at Cocoa City Hall, 65 Stone Street, Cocoa City Council Chambers

REMINDER:

- Once the proposed millage rate is approved at this meeting, the millage rate may be reduced or increased at the subsequent TRIM Public Hearings.
- If the millage rate is increased, a second notice would be required to be sent to all property owners, at the expense of the City as a Taxing Authority; meaning that all of the TRIM meetings, would need to be re-held and the new "Notice of Proposed Property Taxes" mailed out to property owners.
- If the millage rate is reduced, normal TRIM voting requirements apply.







QUESTIONS/CONTACT

**Rebecca Bowman, MBA, CGFO, CGFM,
Finance Director**

**(321) 433-8636
rbowman@cocoaf1.gov
www.CocoaFL.gov**



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



COCOA
FLORIDA

City Council Hearing

July 22, 2025



430 Brevard Avenue

Development Agreement



COCOA
FLORIDA



430 Brevard Ave. Development Agreement Location Map

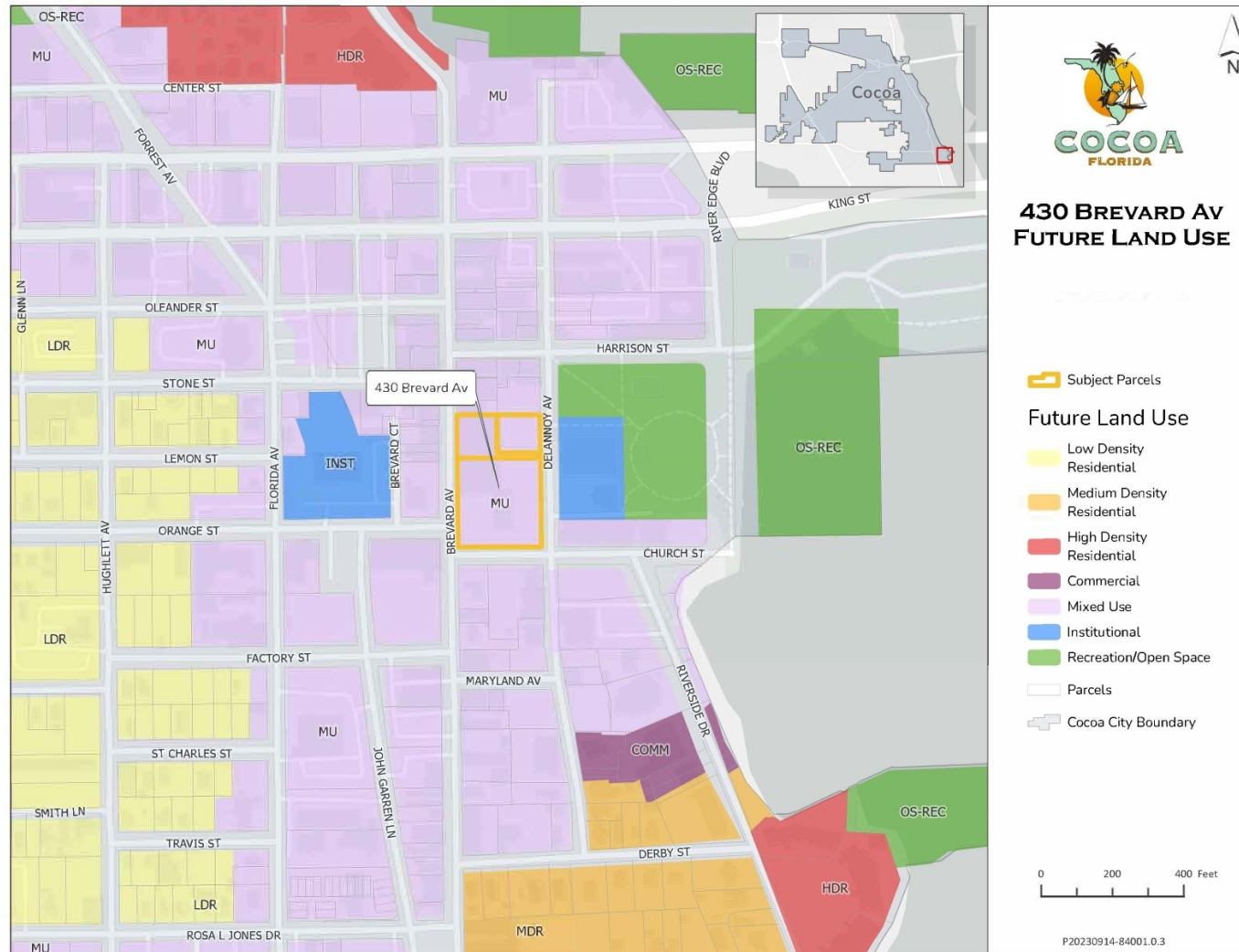
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FLORIDA



- The +/-1.95 acre Subject Property is located at the NE corner of Brevard Ave. and Church St.
- It is the old Bank of America site.
- The Subject Property is not currently occupied.

430 Brevard Ave. Development Agreement Future Land Use Map

COCOA
FLORIDA



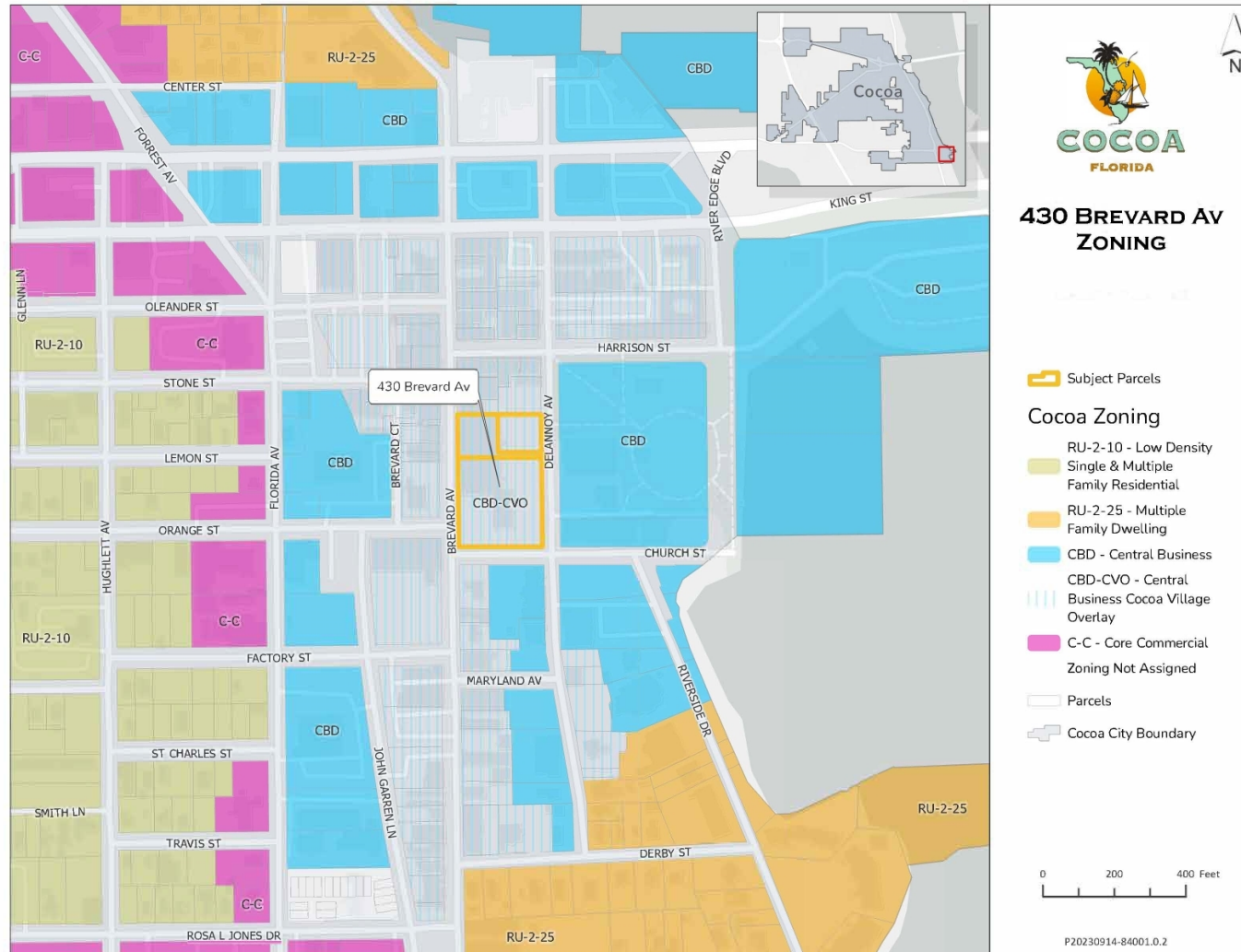
- Current future land use of the Subject Property is MU (Mixed-Use)

430 Brevard Ave. Development Agreement Zoning Map

COCOA
FLORIDA

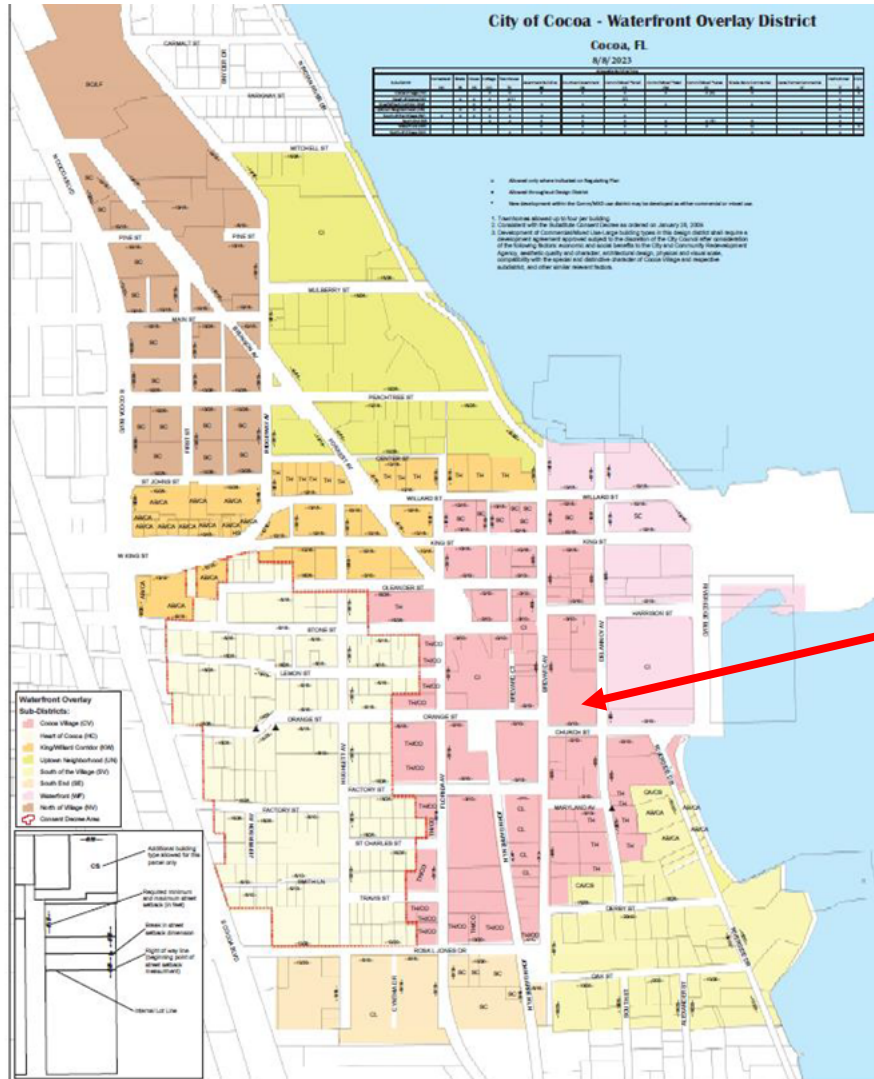


- Current zoning of the Subject Property is CBD-CVO (Central Business District – Cocoa Village Overlay)



430 Brevard Ave. Development Agreement Waterfront Overlay District Regulating Plan

COCOA
FLORIDA



Waterfront Overlay Sub-Districts:

- Cocoa Village (CV)
- Heart of Cocoa (HC)
- King/Willard Corridor (KW)
- Uptown Neighborhood (UN)
- South of the Village (SV)
- South End (SE)
- Waterfront (WF)
- North of Village (NV)
- Consent Decree Area

430 Brevard Ave. Development Agreement

COCOA
FLORIDA



- Council has approved several land development updates for specific areas of the Cocoa Village that include the subject property,
 - Ordinance No. 07-2022 amended the Comp Plan to permit up to 125 dwelling units per acre for vertically integrated mixed-use projects, subject to City Council discretion.
 - Ordinance No. 21-2023 amended zoning regulations to allow for Large Scale Commercial/Mixed-Use Buildings, which increased maximum building height to eight (8) stories contingent on a Development Agreement.
 - Ordinance No. 14-2024 amended regulations that permits residential use on the ground floor for vertical mixed-use development.

430 Brevard Ave. Development Agreement

COCOA
FLORIDA



Application Request:

The Applicant has submitted a Development Agreement for the redevelopment of the subject property located at 430 Brevard Avenue. The proposed agreement authorizes the construction of a vertically mixed-use building as follows:

- Residential Use – no fewer than 220 upscale multi-family (apartment) units
- Commercial/Retail Use – approximately 2,800 square feet of ground floor space for retail, leasing office, club room and fitness facilities.
- The project includes a building height of a maximum eight (8) stories and a residential density of up to 125 du/ac

430 Brevard Ave. Development Agreement

COCOA
FLORIDA



- Pursuant to Policy 1.1.2.6: Mixed Use (MU), a maximum density of up to 125 du/ac may be approved by City Council by a development agreement after considering the following 11 factors:
 - Economic and social benefits to the City and Community Redevelopment Agency (CRA),
 - Aesthetic quality and character, architectural design, and physical and visual scale,
 - Any proposed enhancements that a developer will commit to completing that will significantly bring the overall quality of the proposed development above and beyond the minimum requirements listed in the Land Development Code
 - Compatibility with the special and distinctive character of the Cocoa Village, and other similar relevant factors
 - Impact upon public facilities
 - Adequacy of on-site parking and impact of off-site parking,

430 Brevard Ave. Development Agreement

COCOA
FLORIDA



- Pursuant to Policy 1.1.2.6: Mixed Use (MU), a maximum density of up to 125 du/ac may be approved by City Council by a development agreement after considering the following 11 factors:
 - Consistency with the CRA Plan and Waterfront Master Plan
 - Proven first-hand experience of the developer to successfully complete one or more projects with similar physical and visual scale and design
 - Negotiated terms and conditions of the development agreement including a development schedule deemed acceptable by City Council
 - Impact on environmental concerns and incorporation of “green” community designs
 - Compliance with the applicable land development regulations and comprehensive plan policies

430 Brevard Ave. Development Agreement

COCOA
FLORIDA



Economic and social benefits to the City and CRA

- Investment totaling over \$95 million for the City
- Approximately 1,030 construction jobs are expected
- Approximately 306 permanent jobs for the operation of the redevelopment.
- 350 – 400 new residents expected in Cocoa Village
- 25 public parking spaces available to all visitors within the enclosed parking area.

430 Brevard Ave. Development Agreement

COCOA
FLORIDA



Any proposed enhancements that a developer will commit to completing that will significantly bring the overall quality of the proposed development above and beyond the minimum requirements listed in the Land Development Code

- Notable enhancements include:
 - Public-facing amenities on the ground floor;
 - Shared access to health and wellness amenities;
 - Resident exclusive Grand Courtyard as a signature outdoor amenity;
 - Brevard Avenue terrace as providing multi-level community engagement

430 Brevard Ave. Development Agreement

COCOA
FLORIDA



ELEVATION | WEST



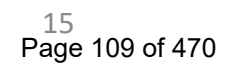
430 Brevard Ave. Development Agreement

COCOA
FLORIDA



ELEVATION | SOUTH





430 Brevard Ave. Development Agreement

COCOA
FLORIDA



ELEVATION | NORTH

From The Avg Grade Plane(+10'-5 1/2") 84'-10 1/2"(MAX 85'-0")	Roof	+80'-10"
From The Lowest Street Pt. 74'-6"(MAX 75'-0")	Level 7	+69'-6"
	Level 6	+59'-0"
	Level 5	+48'-6"
	Level 4	+38'-0"
	Level 3 (Top of Podium)	+27'-6"
	Level 2	+17'-0"
	Mezzanine Floor	+7'-6"
	Avg. Grade Plane	-0'-5 1/2" (Abs. +10'-5 1/2")

Delannoy Ave

Brevard Ave

430 Brevard Ave. Development Agreement

COCOA
FLORIDA



Consistency with the CRA Plan and Waterfront Master Plan

On the CRA Plan, the subject site is,

- One of three Catalyst Mixed Use Development Sites that are identified as under utilized on the Long Range Land Use Concept Plan
- One of two Medium Priority Projects as a Catalyst Mixed Use Redevelopment Site

430 Brevard Ave. Development Agreement

COCOA
FLORIDA



Negotiated terms and conditions of the development agreement including a development schedule deemed acceptable by City Council

- Within 18 months:
 - Developer must submit all required applications, engineering plans, and documentation for final site plan approval.
- Within 24 months:
 - Developer must diligently obtain final site plan approval from the City of Cocoa
- Within 3 years:
 - Developer must substantially commence construction, defined as:
 - Demolition of existing structures
 - Followed by vertical construction or completion of foundation, subsurface stormwater, and utility work
 - Must be part of a unified mobilization effort

430 Brevard Ave. Development Agreement

COCOA
FLORIDA



- Pursuant to Appendix A, Zoning, Article XI, Section 22(I), the City Council shall consider the following factors for approving a Commercial/Mixed Use Large building type subject to a development agreement:
 - Economic and social benefits to the City and Community Redevelopment Agency (CRA),
 - Aesthetic quality and character,
 - Architectural design,
 - Physical and visual scale,
 - Compatibility with the special and distinctive character of the Cocoa Village, and other similar relevant factors

430 Brevard Ave. Development Agreement

COCOA
FLORIDA



Waiver Requests

Per Section 15-21, the following waivers are requested in exchange for significant project enhancements

- Appendix A Zoning, Article XI, Section 22(II) Cocoa Waterfront Overlay District.
 - The maximum lot coverage of 90% may be increased to 98%.
 - The maximum building height of the Project shall be 91.5'.
 - The side street setback for the Project shall be permitted to include encroachment within the public right-of-way adjacent to the Project for balconies up to 4' into the right-of-way, provided that a minimum 10' of vertical clearance is maintained, and may permit subsurface encroachment for building footers and foundations, provided that such encroachment does not interfere with City utilities.
- Appendix A Zoning, Article XII, Section 1(c) Off-Street Parking and Loading Regulations.
 - Parking areas may be reduced to nine (9) feet by eighteen (18) feet, rather than ten (10) feet by twenty (20) feet as is typically required.
- Chapter 3, Article II Sign Regulations
 - Allow each retail business to have one attached sign, meeting the size limitations of the CBD district, in addition to the signage permitted for the multifamily residential use. Attached signage for the multifamily residential use shall be permitted on each street frontage for the Property (Brevard, Delannoy and Church), and may be in the form of standard wall signage or blade (hanging) signage

430 Brevard Ave. Development Agreement

COCOA
FLORIDA



- Staff has determined that the request for the Development Agreement complies with all relevant sections of the City of Cocoa Code of Ordinances and Comprehensive Plan.
- Staff recommends APPROVAL of the requested Development Agreement between the Applicant and the City of Cocoa for the construction of a vertically mixed-use development, as described in the staff report.



COCOA CITY COUNCIL

430 BREVARD AVENUE REDEVELOPMENT

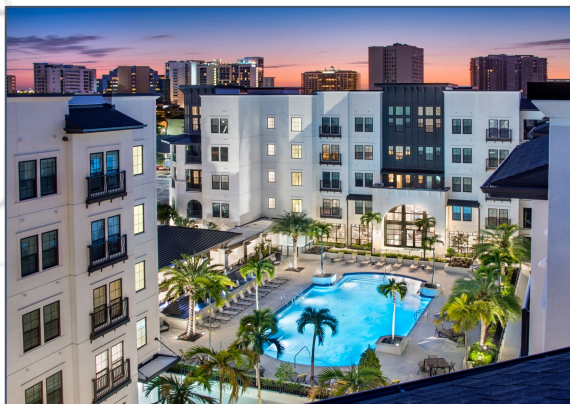
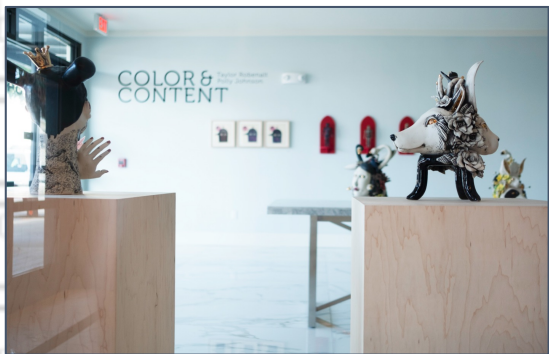
JULY 22, 2025



Agenda

- About Framework
- Representative Development
- 430 Brevard Avenue Redevelopment
 - Site Plan & Key Stats
 - Apartment & Community Features
 - Proposed Architecture
 - Economic Impact
- Future Incentive Request
- Discussion

About Framework Group



	Units
Owned	3,426
Under Construction	325
Future Pipeline	1,614

FRAMEWORK GROUP, LLC is an urban-focused multifamily development, consulting, and construction firm based in Tampa, FL. Founded in 2010, Framework has since grown to become one of the most active multifamily developers in Florida with a portfolio that spans the state. Framework aims to create multifamily communities that exemplify outstanding urban infill development, acute attention to detail, and excellence in design. The results are developments that lead their local markets in terms of quality, leasing velocity, and financial performance.

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Representative Development

CIRRUS APARTMENTS IN COCOA, FL



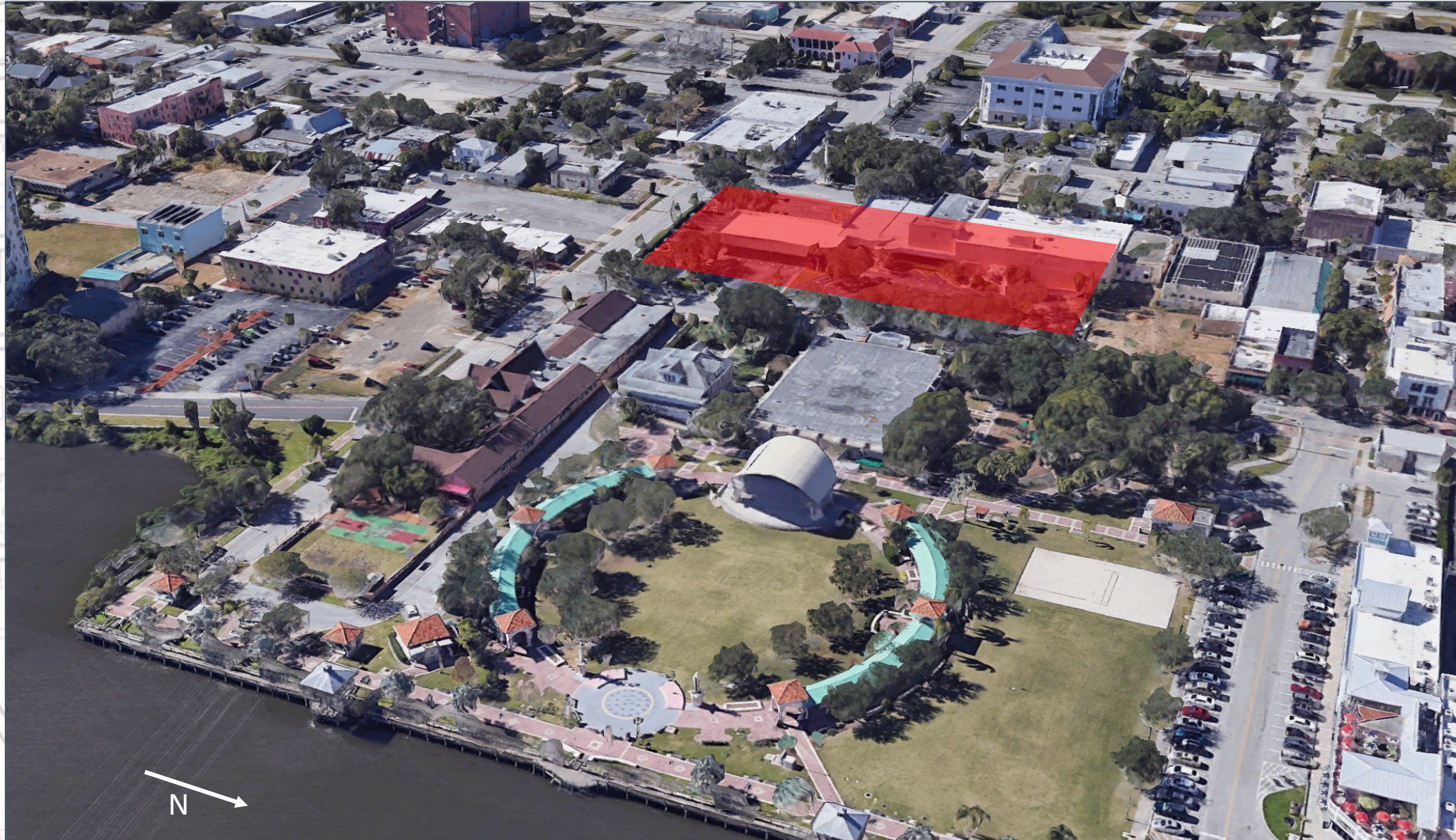
ACTUAL



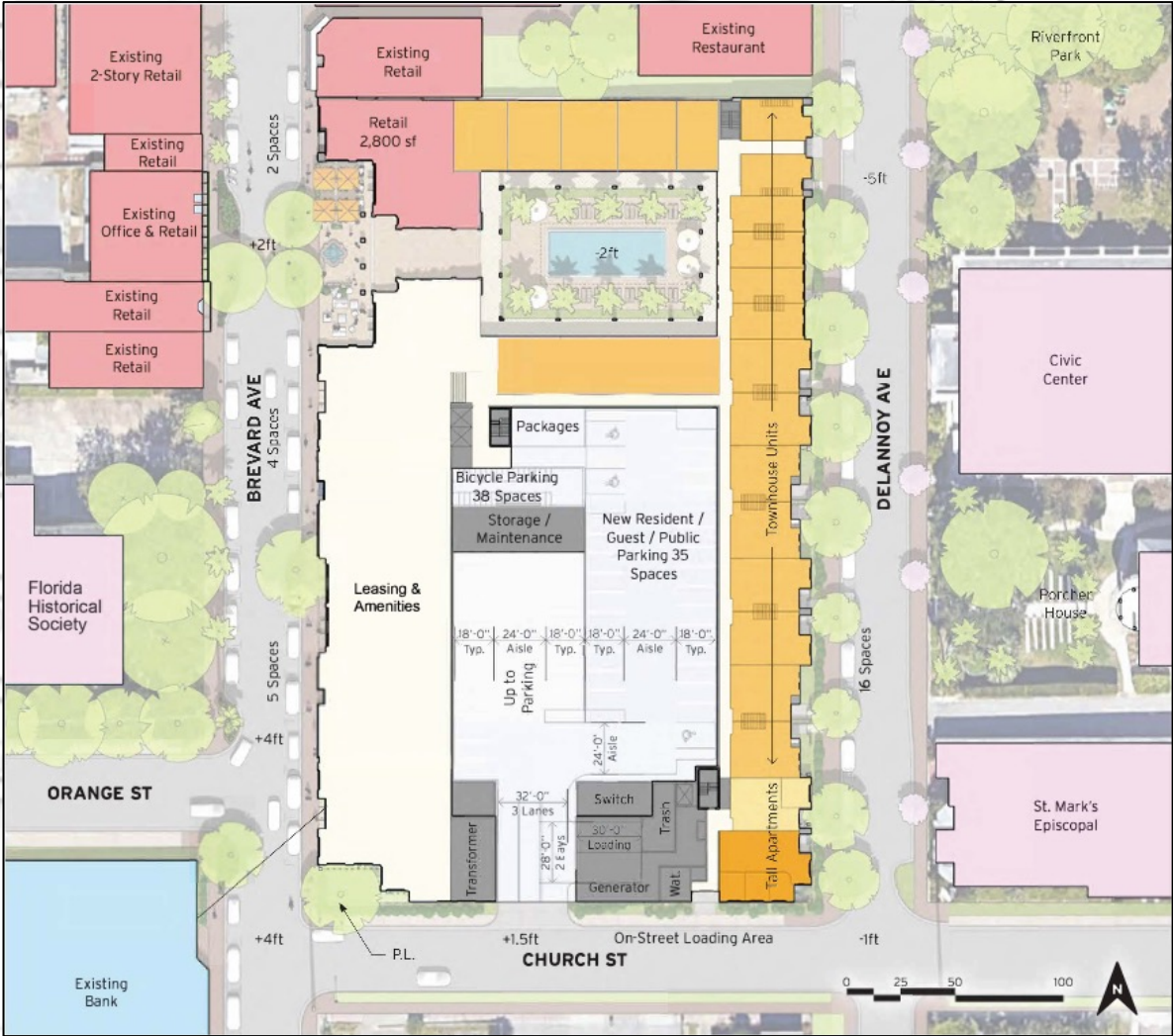
RENDERING PRESENTED TO CITY OF COCOA

FRAME
WORK
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430 Brevard Avenue Redevelopment



Site Plan & Key Stats



220-241 Apartment Units

2,800 SF Retail

7 Stories

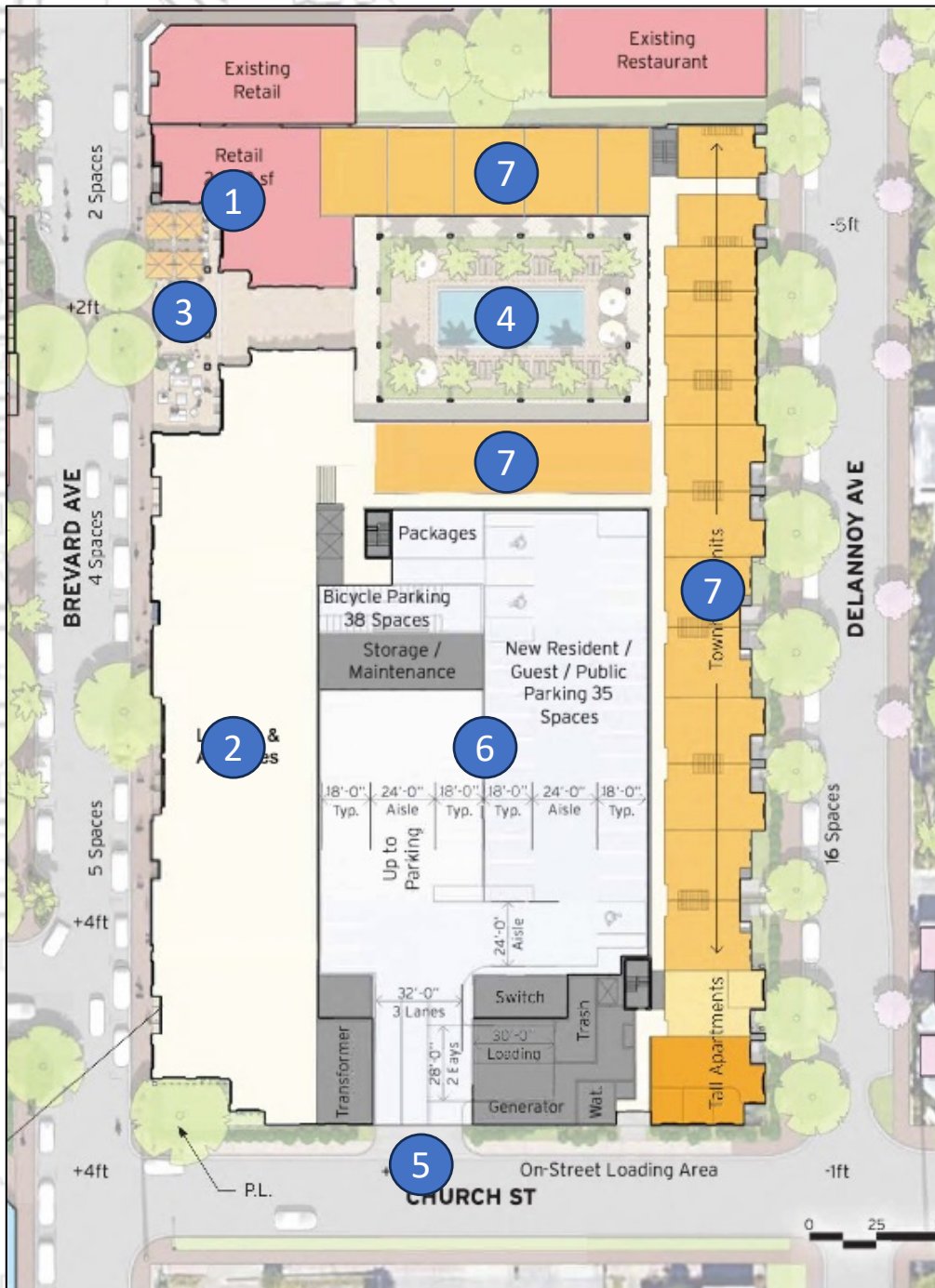
Parking:

Unit Type	Unit Count*	Calculation	Proposed Parking
Studios	8	1.5 Sp./Unit	12
1-Bedroom	55	1.5 Sp./Unit	83
2-Bedroom	141	2.0 Sp./Unit	282
3-Bedroom	30	2.5 Sp./Unit	75
Retail & Guest	N/A	N/A	10
Add'l Public	N/A	N/A	25
Total			487

**Preliminary, subject to change*

Site Plan & Key Stats

- 1 2,800 SF Retail Space
- 2 Leasing Office, Clubhouse, Gym & Spa
- 3 Public Plaza & Arcade
- 4 Grand Courtyard
- 5 Vehicular Access
- 6 Structured Parking Garage
- 7 Apartment Residences



Upper Floor Plan



- 1 Brevard Avenue Terrace (2nd Floor)
- 2 Grand Courtyard
- 3 Structured Parking Garage
- 4 Apartment Residences

Apartment & Community Features

COMMUNITY FEATURES

- Clubhouse
- Gym & Spa
- Social Areas
- Coworking Space
- Pool & Sun Deck
- Bike Storage
- Green Building Certification
- On-Site Property Management



Proposed Architecture



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Proposed Architecture



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Proposed Architecture



Economic Impact

Economic Impact Study Results:

One-Time Impact from Development & Construction:

- \$95m in Gross Economic Output
- Supporting 1,030 New Jobs
- \$45m in Wages & Salaries

Recurring Impact from Residents & Property Management

- \$35m in Annual Gross Economic Output
 - \$25m in Annual Consumer Spending from Residents
 - \$4m - \$6m in Spending on Dining, Entertainment, Retail, & Personal Care
- Supporting 306 New Jobs
- \$13m in Annual Wages & Salaries

Top Recurring Industry Impacts

Industry Sector	Jobs
Full-Service Restaurants	21
Office	18.9
Limited-Service Restaurants	13.7
Hospitals	11.4
Food & Beverage Retail	11.1
General Merchandise Retail	10.6
Offices of Physicians	9.2
Automotive Repair & Maintenance	6.9
Colleges & Universities	6.7
All Other Food & Beverage	6.7
Misc. Retail	6.3
Non-Store Retail	6.0
Clothing & Accessory Retail	5.9

Future Incentive Request

Incentive Request:

- 95% TIF Rebate over 10 years, not to exceed \$9.5m total rebate
- Credit of water and sewer impact fees

Developer Obligation:

- 25 public structured parking spaces

Justification:

- Current tax revenue: \$21,700 annually (\$8,600 to City)
- Lack of comparable developments
- Risk of economic slowdown
- Commodities pricing, supply chain issues, availability of labor, tariff impacts
- Elevated financing costs due to high interest rate environment
- Elevated land costs in Cocoa Village



Future Incentive Request

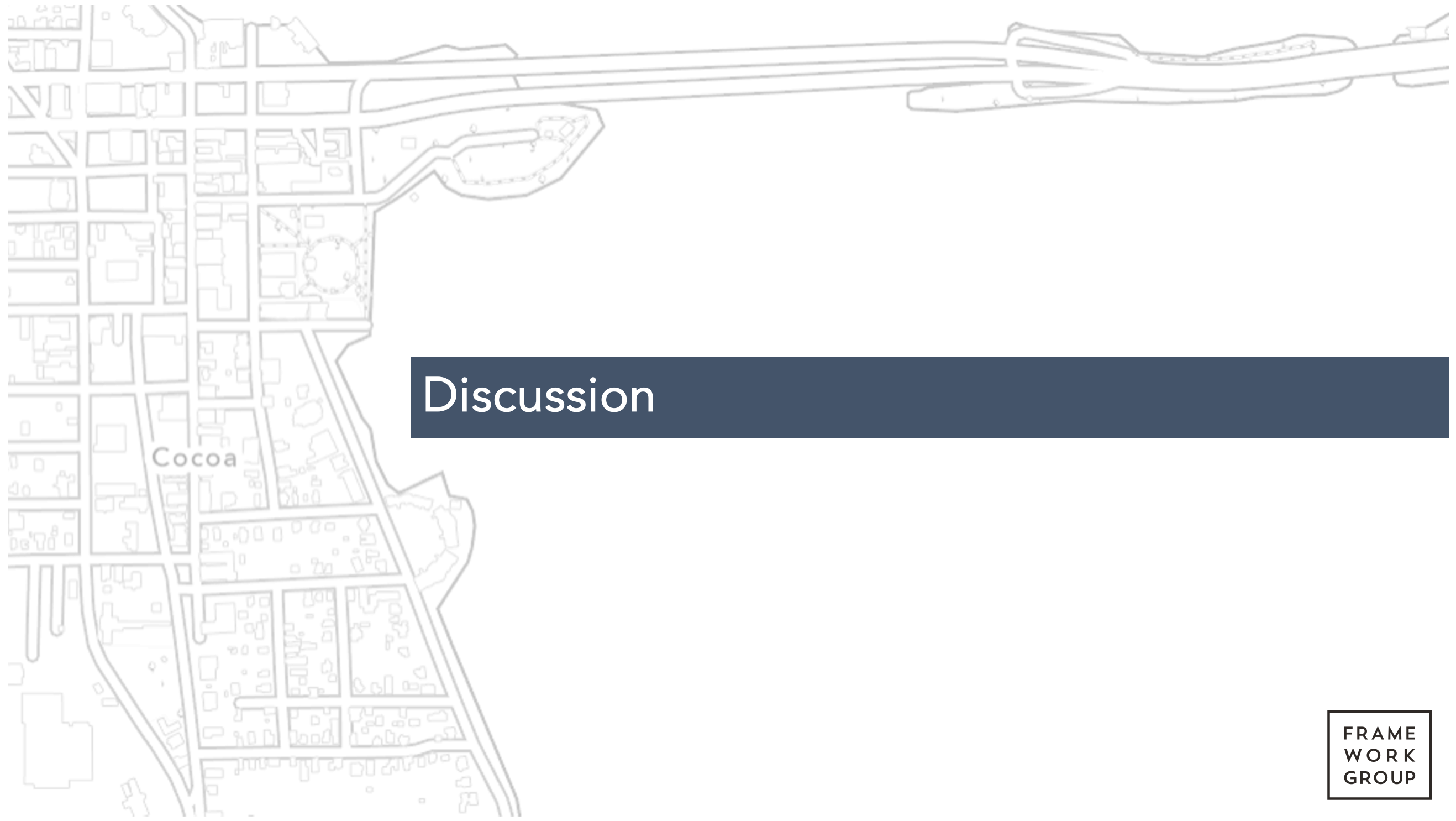
430 Brevard Ave is a **“catalyst mixed-use site”** where **“private development incentives”** or **“land acquisition”** [by City of Cocoa] are recommended.

-- The 2008 Cocoa Waterfront Master Plan and 2018 update to the Cocoa CRA Redevelopment Plan

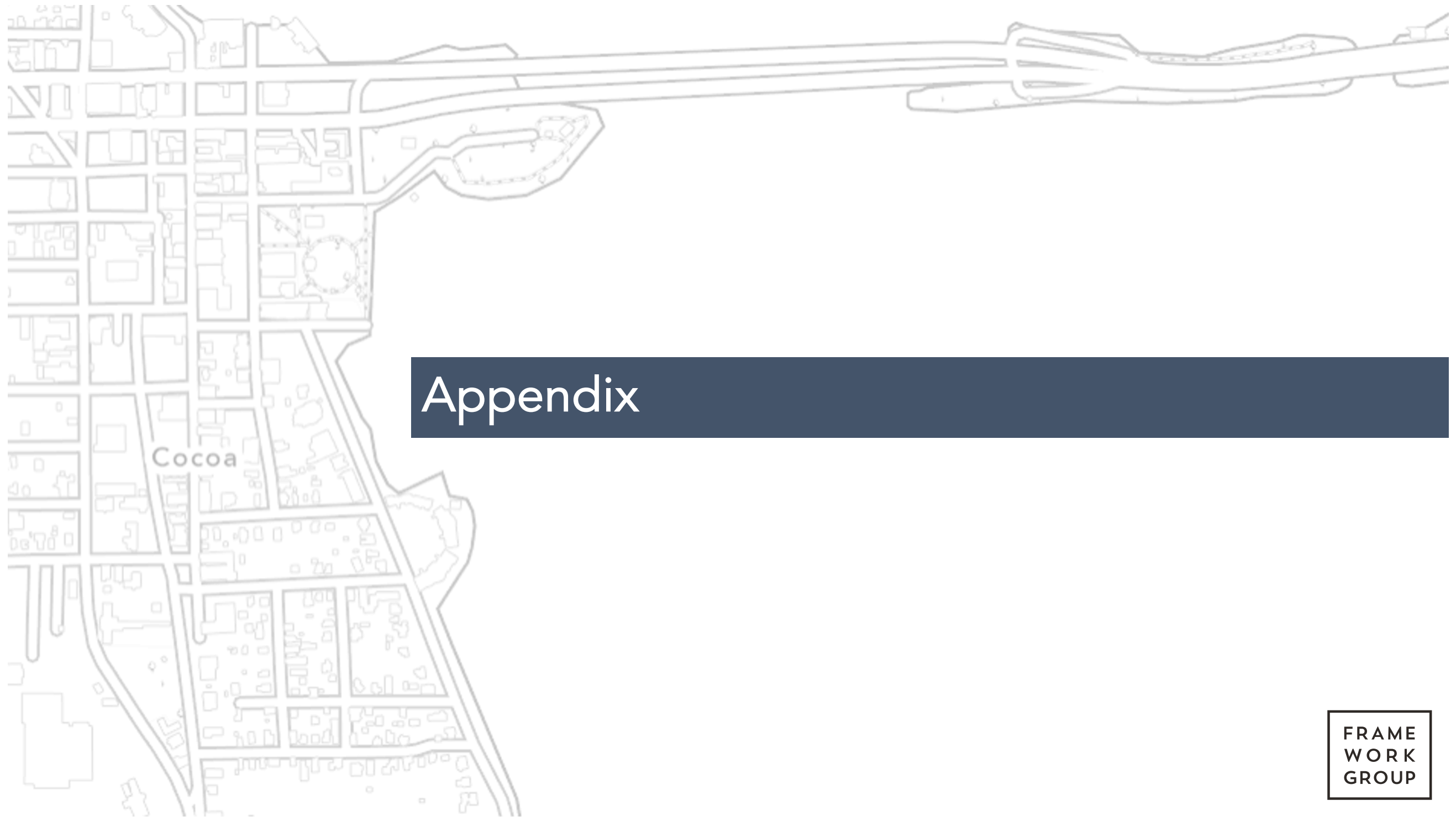
The creation of the Agency allowed the Agency to **utilize a financing mechanism known as Tax Increment Financing** authorized by Florida Statutes upon the adoption of a Redevelopment Plan to guide the sound use of these **funds for redevelopment activities** within the redevelopment area.

-- The 2018 update to the Cocoa CRA Redevelopment Plan





Discussion



Appendix

Cocoa

Architectural Photo Study

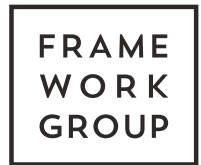


6 March 2025 | ©2025 Torti Gallas + Partners | 1929 Vermont Avenue, NW, Grimke School, 2nd Floor | Washington, DC 20001 | 301.588.4800

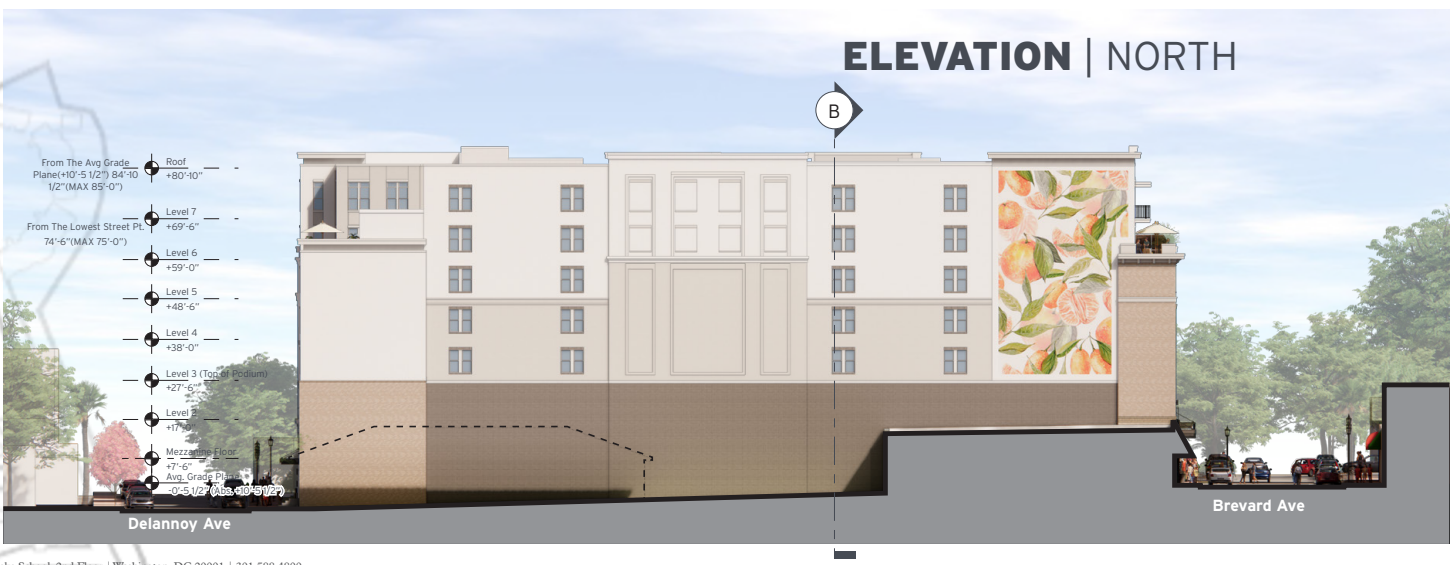


Concept Design
COCOA VILLAGE MIXED-USE | COCOA, FL

11



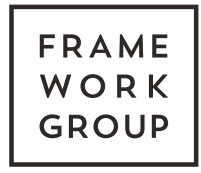
Architectural Photo Study



6 March 2025 | ©2025 Torti Gallas + Partners | 1923 Vermont Avenue, NW, Grimke School, 2nd Floor | Washington, DC 20001 | 301.588.4800



Concept Design
COCOA VILLAGE MIXED-USE | COCOA, FL



Architectural Photo Study

ARCHITECTURAL ELEMENT 1 -- FLAT ROOFS

Existing Cocoa Village Architecture



Thai Thai
NW Corner of Delaney Ave and Harrison St.



The S.F. Travis Company
SE Corner of W King St. and Delaney Ave

Proposed Cocoa Village Architecture



Architectural Photo Study

ARCHITECTURAL ELEMENT 1 -- FLAT ROOFS CONTD.

Existing Cocoa Village Architecture

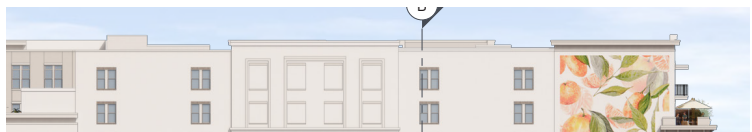
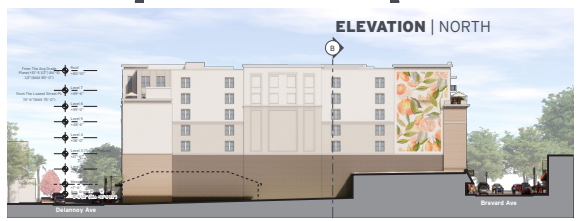


Lobster Roll Bar & Grill
NW corner of Brevard Ave & W King St.



Florida Historical Library
Brevard Ave and Orange St.

Proposed Cocoa Village Architecture



Architectural Photo Study

ARCHITECTURAL ELEMENT 2 -- ARCHED OPENINGS

Existing Cocoa Village Architecture

Proposed Cocoa Village Architecture



The Alley
Brevard Ave



Seaside Garden/ Purple Stone
Brevard Ave



Architectural Photo Study

ARCHITECTURAL ELEMENT 2 -- ARCHED OPENINGS CONTD.

Existing Cocoa Village Architecture

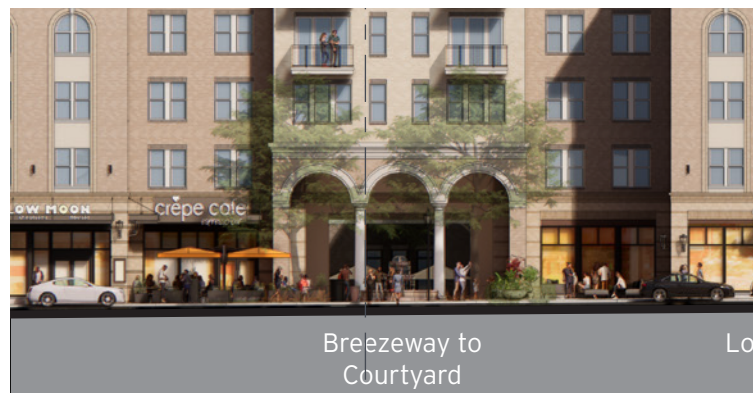
Proposed Cocoa Village Architecture



W King St.



Threadneedle Street Mall Entry
Brevard Ave



Breezeway to
Courtyard

Architectural Photo Study

ARCHITECTURAL ELEMENT 3 -- COLUMNS

Existing Cocoa Village Architecture



Cocoa Village Playhouse
Brevard Ave

Proposed Cocoa Village Architecture



Breezeway to
Courtyard



Cocoa Riverfront Park
Delaney Ave



Porcher House
Delaney Ave



Architectural Photo Study

ARCHITECTURAL ELEMENT 4 -- CORBEL DETAILING

Existing Cocoa Village Architecture

Proposed Cocoa Village Architecture



Saint Marks Episcopal Church
Delanoy Ave and Church St.



Porcher House
Delanoy Ave



Cocoa City Hall
Stone St. and Orange St.



Lobby Entrance



Architectural Photo Study

ARCHITECTURAL ELEMENT 5 -- AWNINGS

Existing Cocoa Village Architecture

Proposed Cocoa Village Architecture



Cocoa Village Playhouse
Brevard Ave



The S.F. Travis Company
SE Corner of W King St. and Delaney Ave



Existing
Adjacent Retail



Lobby Entrance

Architectural Photo Study

ARCHITECTURAL ELEMENT 5 -- AWNINGS CONT.

Existing Cocoa Village Architecture



Commercial Strip
Harrison St.



Jewelry & Coin and Que Bella Salon
Harrison St.

Proposed Cocoa Village Architecture



by Entrance



Architectural Photo Study

ARCHITECTURAL ELEMENT 6 -- BRICK DETAILING

Existing Cocoa Village Architecture

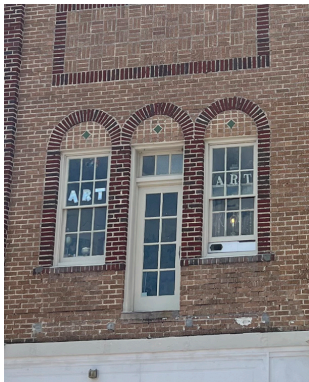
Proposed Cocoa Village Architecture



Cocoa Village Playhouse
Brevard Ave



Seaside Garden/ Purple Stone
Brevard Ave



The Alley
Brevard Ave



Architectural Photo Study

ARCHITECTURAL ELEMENT 7 -- STOREFRONT & URBAN STOOPS

Existing Cocoa Village Architecture



Brevard Ave



Florida Historical Library
Brevard Ave and Orange St.

Proposed Cocoa Village Architecture



Architectural Photo Study

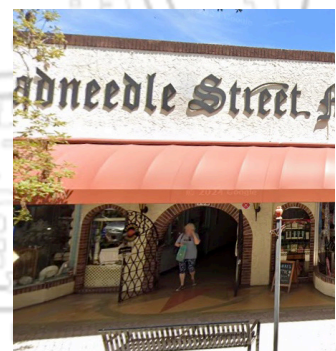
ARCHITECTURAL ELEMENT 8 -- ARCADE & PLAZAS

Existing Cocoa Village Architecture

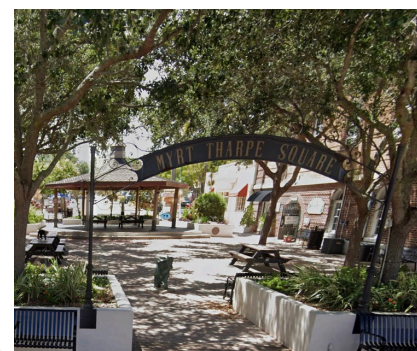
Proposed Cocoa Village Architecture



Ossorio
Brevard Ave



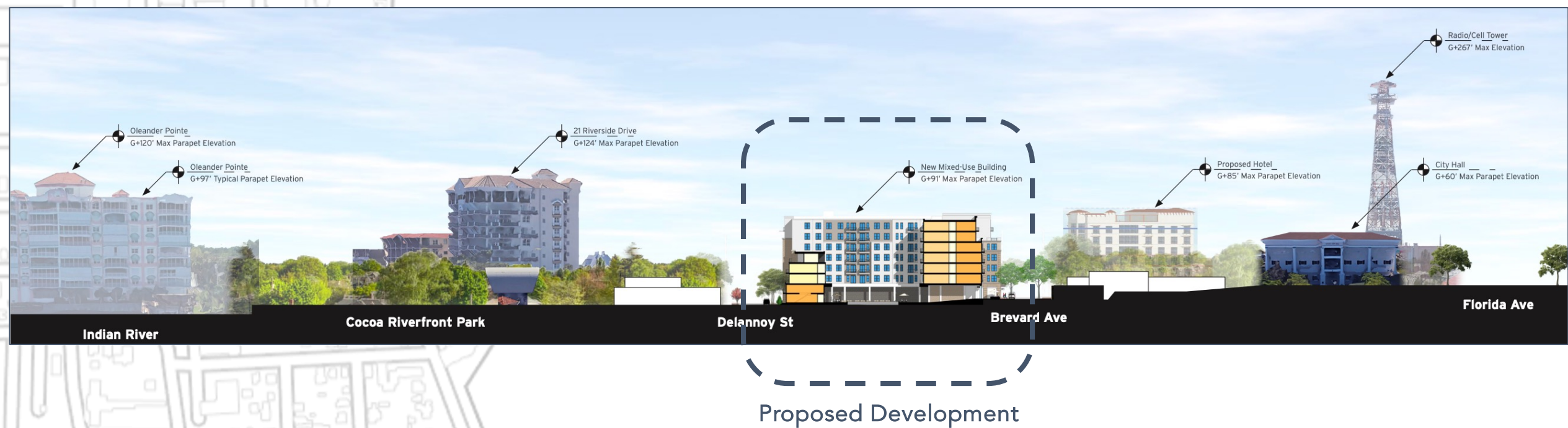
Threadneedle Street Mall Entry
Brevard Ave



Myrt Tharpe Square
Brevard Ave



Relative Height Diagram



Representative Developments

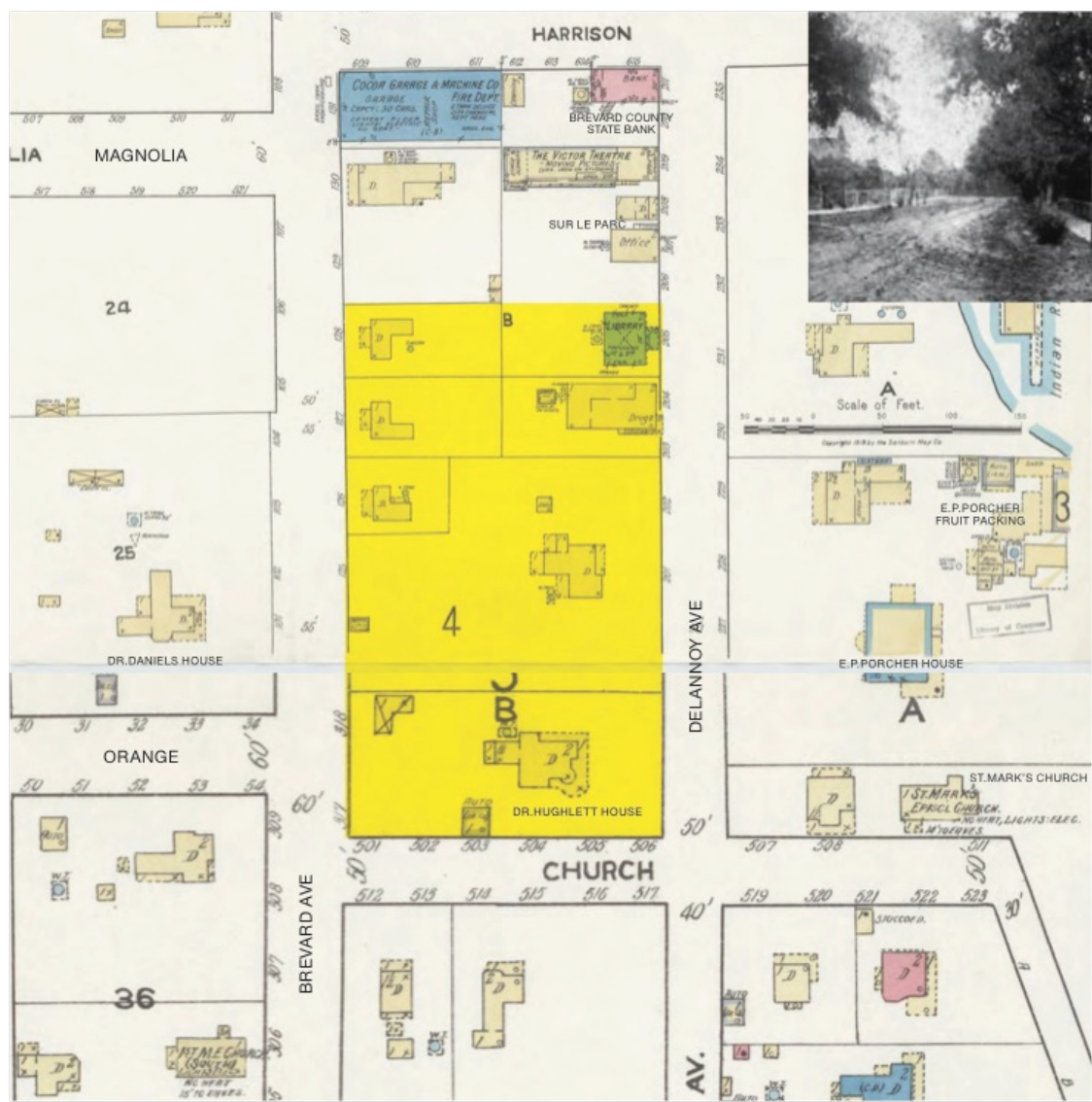


FRAME
WORK
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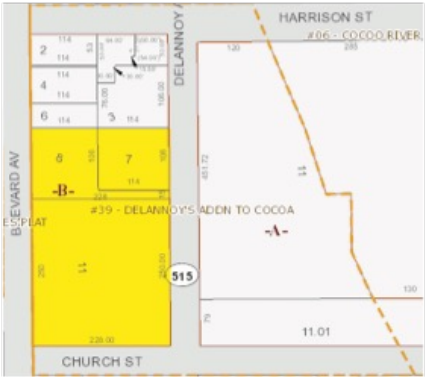
Representative Developments



Progress Branding



Dr. William Leland Hughlett (Cocoa's first mayor) Victorian home was on Delannoy and Church, it was built in 1890 (the three story tower added 1902). It was on the current site of the Barnett Bank (1988).



DELANNOY'S ADDITION TO COCOA

The project site (shown in yellow on BCPAO map and on a 1919 Sanborn Insurance map) is within the historically significant Delannoy's Addition to Cocoa (shown as dashed line on BCPAO map). The widow Sarah Ogden Delannoy arrived in Cocoa from Georgia about the same time as the Hardee brothers in 1888. The first plats of the settlement were made in 1882 under the name "Indian River City" on Captain R. A. Hardee's land. Sarah O. Delannoy was the daughter of John D. Delannoy, a successful lumber merchant and landowner from Savannah. Sarah made several wise Cocoa area land purchases including a prized section along the river lagoon platted as Delannoy's Addition to Cocoa. Many of the city's historic homes and businesses were located within its bounds, as was St. Marks Episcopal Church (she donated the riverfront land for the church). Sarah O. Delannoy lived in Rockledge at the time of her marriage in 1887 to Edwin C. Wade in Savannah Georgia. In her later years she is said to have resided at Cocoa's "Grand Old Lady," The Brevard Hotel which was also home to the Cocoa-Rockledge Yacht Club (the hotel was razed for Oleander Pointe condos in 1996). ⬆

PRELIMINARY – SUBJECT TO CHANGE

RAME
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Progress Branding



ALFRED AND PEARL TRAFFORD

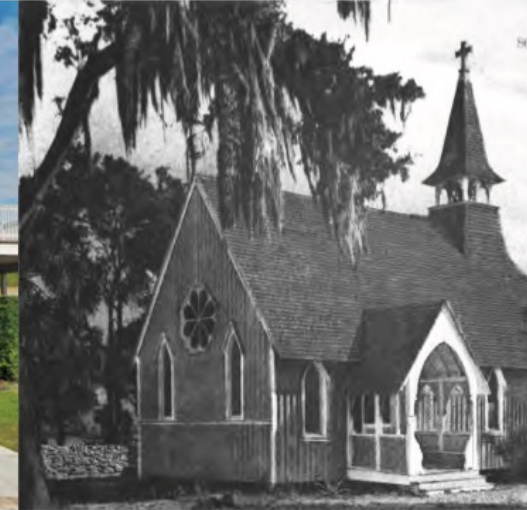
Considered possibly one of the most romantic photographs taken in Cocoa is this picture of newlyweds Alfred Roy and Georgia Pearl Hendry Trafford (1911) on the land for their home.

The Trafford family contributed to the growth of the community. In the 1860s Earl Trafford had a highly successful real estate development. Young A.R.Trafford founded Trafford Realty in 1917, which was in business for 102 years and had its original offices at 305 Brevard Ave in Cocoa. Son A.H.Trafford joined his father in the family business and eventually became its President and Chairman. He excelled at real estate, business, and community building. Al served as President of Brevard County Board of Realtors as well as President of the North-Central Brevard Board of Realtors, and was on the Board of Governors of the Florida Association of Realtors. He also was Chairman of the Board of First Federal Savings and Loan of Cocoa, and was a member of the Cocoa Planning and Zoning Board 1959-1989. Al was Director of the Cocoa-Rockledge Country Club 1938-1952, a member of the Board of Governors at the Indian River Yacht Club, and a Director of the Eau Gallie Yacht Club—serving as Commodore in 1969. He was Director of the Florida Chamber of Commerce 1969-1985 (serving as Director Emeritus from 1985), and a Director of the Cocoa Beach and Area Chamber of Commerce. Al was also active in many civic and charitable organizations. ♣



SUR LE PARC

The oldest pioneer wood frame commercial building in Cocoa Village is said to be the Sur Le Parc, which means "on the Park" in French. Julia Roberts bought a prime lot at 415 Delannoy from Sarah O. Delannoy and had the notably large 36' tall building built in 1888. Julia was considered a clever independent business-woman, her plan was to lived in the residence on the second floor and leased out the first floor. Many early downtown businesses including one of the first banks leased the space. Eventually Julia opened her own dressmaker business in the street level space, which may have been the first clothing store in town. Julia also started a class to teach and train the area's young women in the skills needed to make their own dresses and fashion clothing for their families. The building has survived several hurricanes and the 1890 fire that destroyed most of the downtown buildings and businesses. Sur Le Parc also dodged the wrecking ball. The present day owner saved the worn building from destruction by moving it in 2006 to a new location—just west of Cocoa City Hall at 501 Florida Ave. ♣



ST. MARK'S EPISCOPAL CHURCH

In 1878 a group of settlers, many of whom came from South Carolina and Georgia, held the first meeting of St. Michaels mission on the porch of the Hatch residence in Rockledge (St.Michaels was later renamed St.Marks). Lucy Boardman, winter resident of Sanford and frequent Cocoa visitor, made a donation in 1884 to Bishop Young for construction of Episcopal churches in the Indian River region. Sarah O.Delannoy donated the riverfront lot 4 Church Street in Delannoy's Addition to Cocoa for the church. Gabriel Gingras designed the board and batten Carpenter Gothic style church in 1886. Early settlers William Booth and William Hindle designed and installed the detailed woodwork. While still under construction, Christmas Eve 1886, the church displayed Cocoa's first public Christmas Tree. In 1888 the tower bell "Michael" was cast in New York. In the 1920s the building's entire exterior and multiple additions were covered in stucco in an attempt to appear to be of the popular Spanish Mediterranean style. There have been several remodels, but most of the original interior woodwork and impressive stained glass windows remain. ♣

PRELIMINARY – SUBJECT TO CHANGE

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Progress Branding

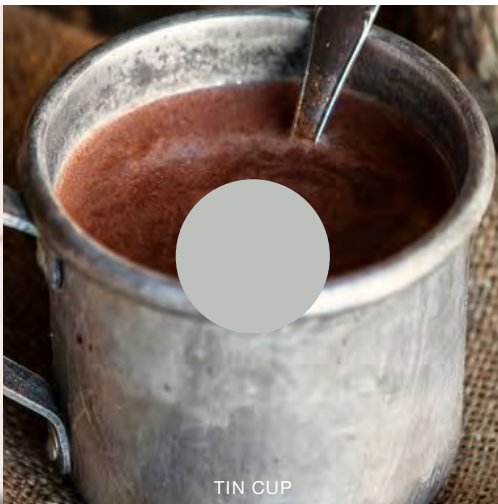
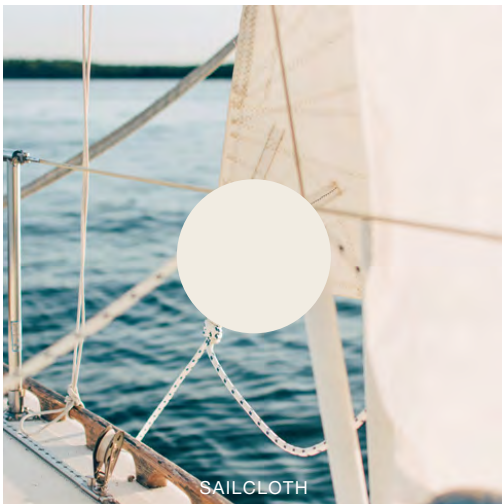


PRELIMINARY – SUBJECT TO CHANGE

Cocoa Village is historic, but it is also current. For decades this charming city has beckoned visitors and residents alike to live in the moment. Slow your stroll, enjoy a leisurely Old Florida pace, and appreciate this "Gem on the Indian River." The village's engaging local shops, restaurants, parks, art and entertainment venues will not disappoint. With this property in the heart of the city we invite you to become a villager.

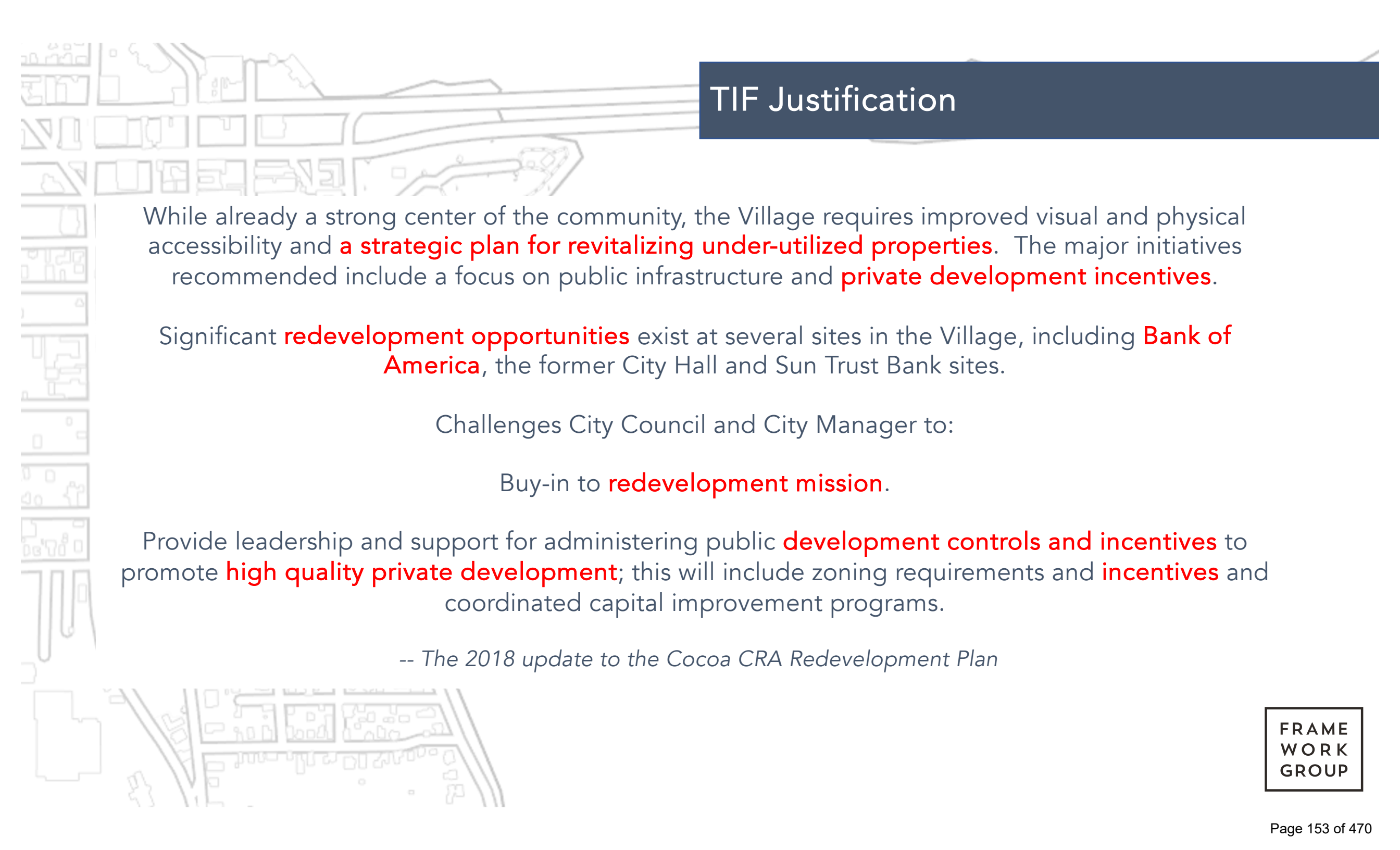
FRAME
WORK
GROUP

Progress Branding



BRAND COLOR STORY
Colors emerge that foster a sense of place, that are historic, that support a modern reinterpretation of a recurrent theme—live life fully. The brand colors are current, sophisticated and grounded with a quiet calm confidence.

PRELIMINARY – SUBJECT TO CHANGE



TIF Justification

While already a strong center of the community, the Village requires improved visual and physical accessibility and **a strategic plan for revitalizing under-utilized properties**. The major initiatives recommended include a focus on public infrastructure and **private development incentives**.

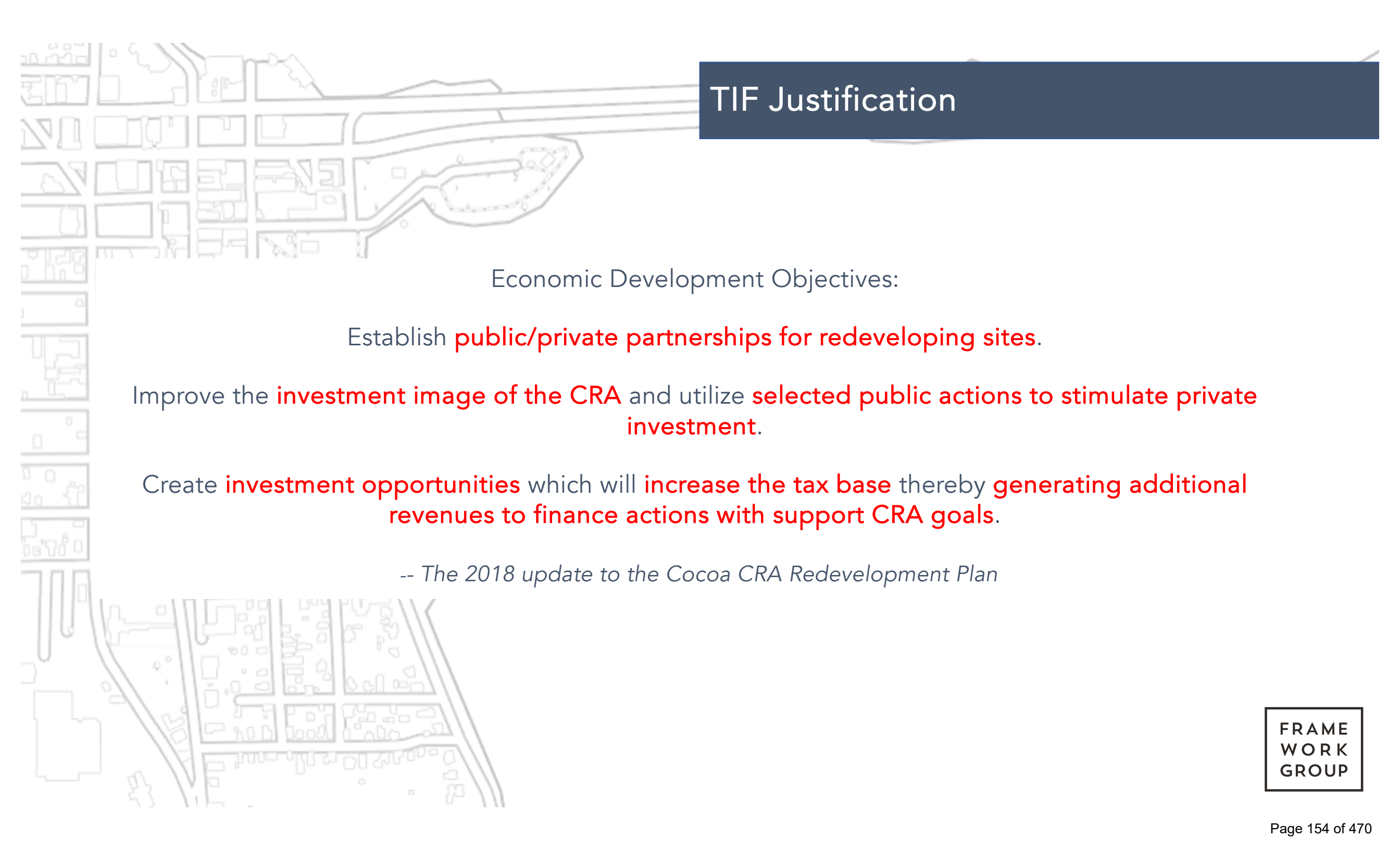
Significant **redevelopment opportunities** exist at several sites in the Village, including **Bank of America**, the former City Hall and Sun Trust Bank sites.

Challenges City Council and City Manager to:

Buy-in to **redevelopment mission**.

Provide leadership and support for administering public **development controls and incentives** to promote **high quality private development**; this will include zoning requirements and **incentives** and coordinated capital improvement programs.

-- The 2018 update to the Cocoa CRA Redevelopment Plan



TIF Justification

Economic Development Objectives:

Establish **public/private partnerships** for redeveloping sites.

Improve the **investment image of the CRA** and utilize **selected public actions to stimulate private investment**.

Create **investment opportunities** which will **increase the tax base** thereby **generating additional revenues to finance actions with support CRA goals**.

-- The 2018 update to the Cocoa CRA Redevelopment Plan

2nd READING

ORDINANCE 04-2025 CITY-INITIATED LAND DEVELOPMENT CODE AMENDMENT REGARDING ALCOHOLIC BEVERAGES SALES



LDC Amendment – Alcoholic Beverage Sales: BACKGROUND / PRIOR ACTION

COCOA
FLORIDA



In December of 2024, City Council gave staff Notice to Proceed to:

- Amend Zoning Ordinance to be consistent with F.S. 562.45 regarding the **500-foot** distancing requirements from public or private elementary schools, middle schools, or secondary schools and locations for **on-premises consumption** of alcohol;
- Impose a minimum 300-foot separation distance between **liquor stores/package stores** and schools, churches, parks and playgrounds, and residential zones (shall not include grocery stores or convenience stores);
- Impose a minimum 300-foot separation distance between locations for on-premise consumption of alcohol and **parks** and **playgrounds**; and
- Amend the **method** of measuring separation distances under Appendix A, Art. XIII, Sec. 20 – Alcoholic Beverages; **AND**
- As a matter of **Legislation in Progress**, directed staff not to issue permits or Business Tax Receipts, or approve applications for building permits, development orders, or other land use permits within the City which would conflict with the pending amendments.

LDC Amendment – Alcoholic Beverage Sales: ORDINANCE 04-2025

COCOA
FLORIDA



AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA, RELATING TO REGULATION OF ALCOHOLIC BEVERAGES; IMPOSING SEPARATION REQUIREMENTS FOR LIQUOR STORES AND PACKAGE STORES FROM CERTAIN OTHER USES; IMPOSING SEPARATION REQUIREMENTS BETWEEN LOCATIONS FOR ON-PREMISE CONSUMPTION OF ALCOHOL AND PUBLIC PARKS AND PLAYGROUNDS; UPDATING THE ZONING ORDINANCE TO BE CONSISTENT WITH STATE LAW REGARDING SEPARATION REQUIREMENTS BETWEEN SCHOOLS AND LOCATIONS FOR ON-PREMISE CONSUMPTION OF ALCOHOL; AMENDING THE METHOD OF MEASURING SEPARATION FOR PURPOSES OF ALCOHOLIC BEVERAGE REGULATIONS; AMENDING CERTAIN DEFINITIONS TO CLARIFY THE APPLICATION OF THE ALCOHOLIC BEVERAGE REGULATIONS; MODIFYING THE REGULATIONS PERTAINING TO ALCOHOLIC BEVERAGE SALES AS AN ACCESSORY USE; AMENDING THE LIST OF PERMITTED AND SPECIAL EXCEPTION USES IN THE GENERAL COMMERCIAL DISTRICT (C-G) RELATING TO ALCOHOLIC BEVERAGES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

- 1) Appendix A, ART. V – Definitions**
- 2) Appendix A, ART XI. Sec. 12 – District and Intent - C-G, General Commercial**
- 3) Appendix A, ART XIII. – Supplementary District Regulations, Sec. 20. - Alcoholic Beverages**

LDC Amendment – Alcoholic Beverage Sales: ART V. - DEFINITIONS

COCOA
FLORIDA



PACKAGE STORE sale of alcohol must account for at least 51% of sales.

PACKAGE STORE, BEER AND WINE sale of alcohol must account for at least 51% of sales, limited to beer and wine.

CONVENIENCE STORE $\neq$ PACKAGE (LIQUOR) STORE

LIQUOR STORE “see PACKAGE STORE”.

LOUNGE or **COCKTAIL LOUNGE** “see BAR”.

LDC Amendment – Alcoholic Beverage Sales:

ART V. - DEFINITIONS

COCOA
FLORIDA



BAR revising language defining “bottle clubs” consistently with the Florida Statutes.

F.S. 561.01 (15)

“Bottle club” - commercial establishment, operated for a profit, whether or not a profit is actually made, wherein patrons consume alcoholic beverages which are brought onto the premises and not sold or supplied to the patrons by the establishment, whether the patrons bring in and maintain custody of their own alcoholic beverages or surrender custody to the establishment for dispensing on the premises, and which is located in a building or other enclosed permanent structure.”

NOTE: “bottle club” has always been in the City’s definition of a BAR, always been subject to the same special exception and distancing requirements, where applicable.

LDC Amendment – Alcoholic Beverage Sales:

ART XIII. – Sec. 20. Alcoholic Beverages

COCOA
FLORIDA



ESTABLISHMENT(s) WITH ALCOHOL AS ACCESSORY USE:

- 1) **No distancing requirements**
- 2) **No Special Exception**
- 3) Must provide an **affidavit**
 - alcohol not the primary business
 - no revenue is derived from the sale directly
- 4) **Not permitted to convert to a BAR** without complying with Zoning Ordinance.
- 5) Meet all **DBPR** regulations and licensing

LDC Amendment – Alcoholic Beverage Sales

COCOA
FLORIDA



ESTABLISHMENT(s) WITH ALCOHOL AS ACCESSORY USE ≠ OPEN CONTAINER

BAR / BOTTLE CLUB ≠ OPEN CONTAINER

CHAPTER 4, Sec. 4-5. - Drinking on streets, in public areas. *(existing code)*

- It shall be **unlawful** for any person to drink or consume alcoholic beverages, or possess an open container of alcoholic beverages, including but not limited to beer and wine, on or upon any street, sidewalk or parking area open to the public in the ordinary course of business.

LDC Amendment – Alcoholic Beverage Sales: ART XI. – Sec. 12. General Commercial

COCOA
FLORIDA



Appendix A, ART XI. Sec. 12 – District and Intent - C-G, General Commercial:

(A) PRINCIPAL USES AND STRUCTURES.

(8) Liquor stores (retail) ~~and cocktail lounges.~~

(C) SPECIAL EXCEPTIONS.

(13) A bar or lounge, with or without a package store, ~~or a package store.~~

LDC Amendment – Alcoholic Beverage Sales:

ART XIII. – Sec. 20. Alcoholic Beverages

COCOA
FLORIDA



Restaurants: Reducing Number of Seats & Adding Definition of Commercial Kitchen

Number of seats: 40 → 20 seats.

Restaurant to contain a **commercial kitchen** to prepare and serve meal, defined as:

“A commercial kitchen for purposes of this Section shall mean a facility located on the premises of a restaurant that is used for the daily preparation of cooked, full-course meals. Such a facility must include full kitchen infrastructure, consisting of commercial-grade burners, ovens, range hoods, and refrigeration units. These components shall be of a size, type, and quantity sufficient to serve the restaurant’s total occupancy, in accordance with applicable local and state regulations.”

Special exception **NOT** required for establishments meeting criteria.

LDC Amendment – Alcoholic Beverage Sales:

ART XIII. – Sec. 20. Alcoholic Beverages

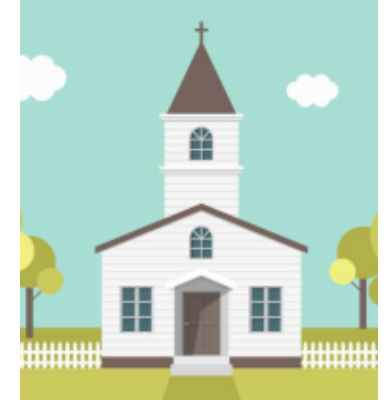
COCOA
FLORIDA



**“On-premises” sale
and Consumption
(Bars)**



Schools



Churches



Residential Zones

Restrictions as to Location (Distancing Requirements – Existing)

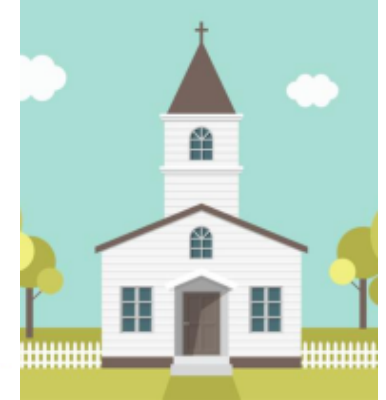
LDC Amendment – Alcoholic Beverage Sales:

ART XIII. – Sec. 20. Alcoholic Beverages

COCOA
FLORIDA



“On-premises” sale
and Consumption
(Bars)



Parks &
Playgrounds



Restrictions as to Location (Distancing Requirements – Proposed)

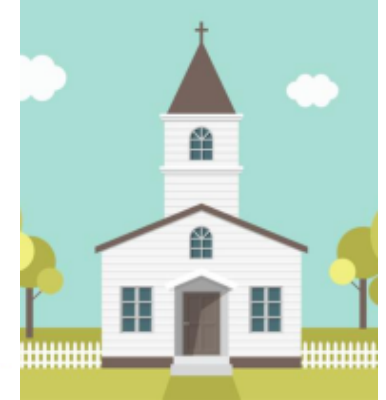
LDC Amendment – Alcoholic Beverage Sales:

ART XIII. – Sec. 20. Alcoholic Beverages

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FLORIDA



**“On-premises” sale
and Consumption
(Bars)**



300'



**“Off-premises
Consumption”
(Package Stores)**



Restrictions as to Location (Distancing Requirements – Proposed)

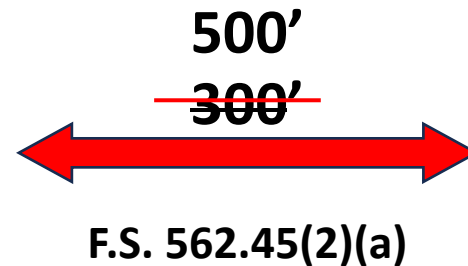
LDC Amendment – Alcoholic Beverage Sales:

ART XIII. – Sec. 20. Alcoholic Beverages

COCOA
FLORIDA



**“On-premises”
sale and
Consumption
(Bars)**



Restrictions as to Location (Distancing Requirements – Proposed)

LDC Amendment – Alcoholic Beverage Sales:

ART XIII. – Sec. 20. Alcoholic Beverages

COCOA
FLORIDA



Established Premises	Proposed Premises	
	On-Premises Consumption	Off-Premises Consumption (Liquor/Package Store)
Church (Building to Building)	300 feet, measured from the nearest point of the building or portion of a building which is the church to the nearest point of the building or portion of a building which is the proposed premises	300 feet, measured from the nearest point of the building or portion of a building which is the church to the nearest point of the building or portion of a building which is the proposed premises
Public Park or Public Playground (P/L to Building)	300 feet, measured from park/playground property line to nearest point of the building or portion of a building which is the proposed premises	300 feet, measured from park/playground property line to nearest point of the building or portion of a building which is the proposed premises
Residential Zone (P/L to Building)	300 feet, measured from residential zone boundary to nearest point of the building or portion of a building which is the proposed premises	300 feet, measured from residential zone boundary to nearest point of the building or portion of a building which is the proposed premises
School (P/L to Building)	500 feet, measured from the school property line to the nearest point of the building or portion of a building which <u>is</u> the proposed premises	300 feet, measured from the nearest point of the building or portion of a building which is the school to the nearest point of the building or portion of a building which is the proposed premises

(Building to Building)

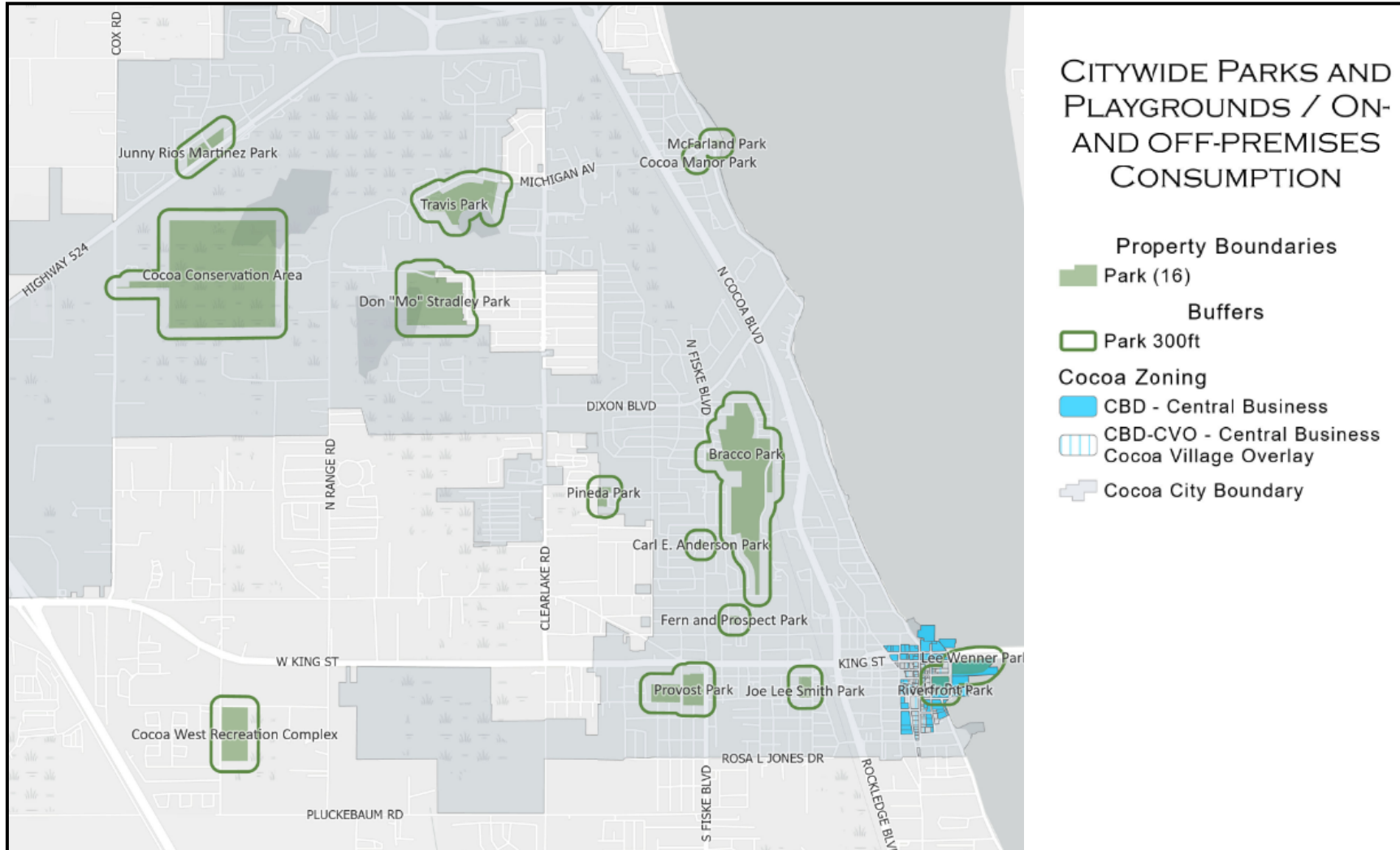
Amending Method of Distancing Measurement

ANALYSIS



LDC Amendment – Alcoholic Beverage Sales: ANALYSIS – NON-CONFORMING USES

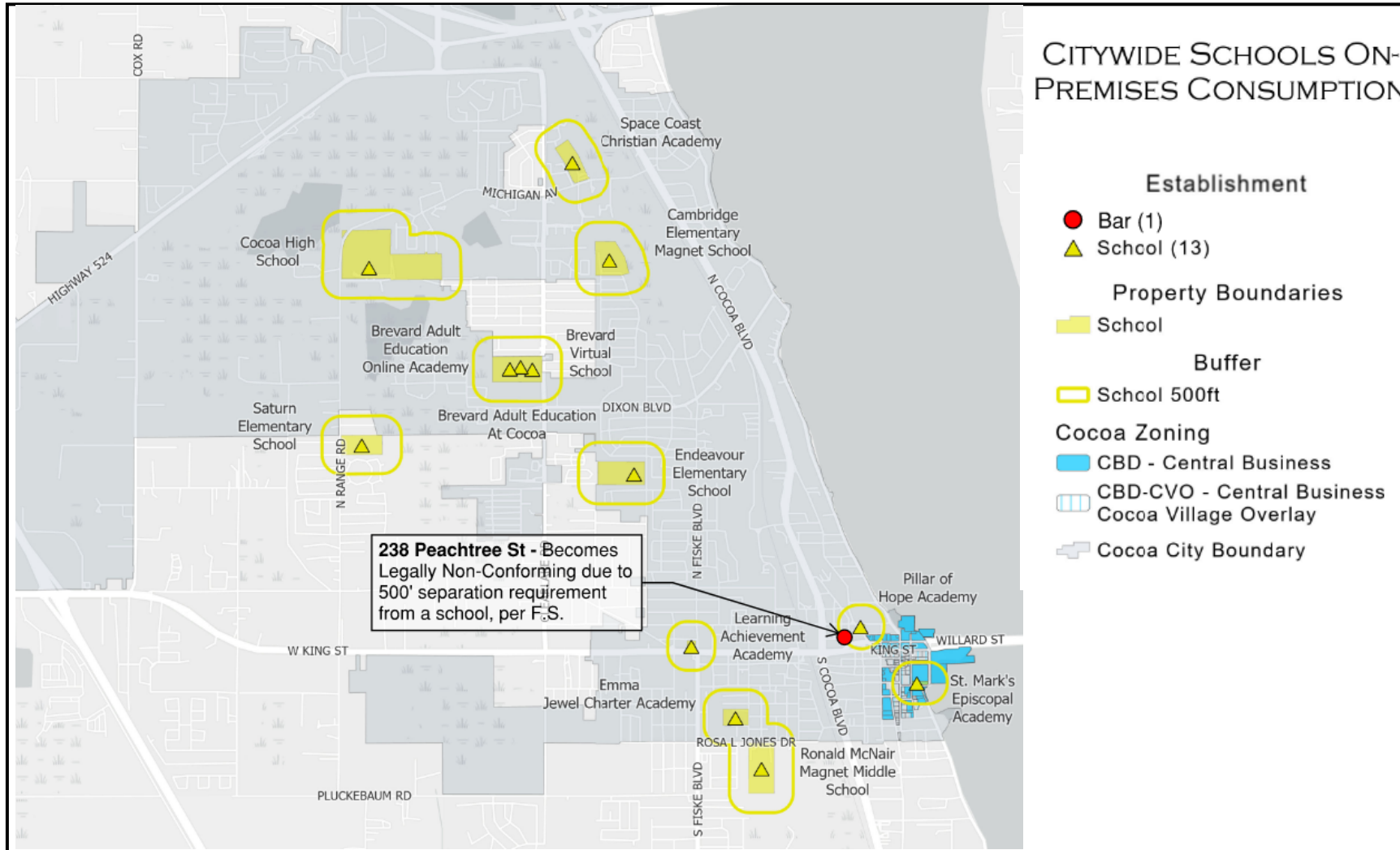
COCOA
FLORIDA



No new non-conforming uses created by adding **Public Parks and Playgrounds**

LDC Amendment – Alcoholic Beverage Sales: ANALYSIS – NON-CONFORMING USES

COCOA
FLORIDA

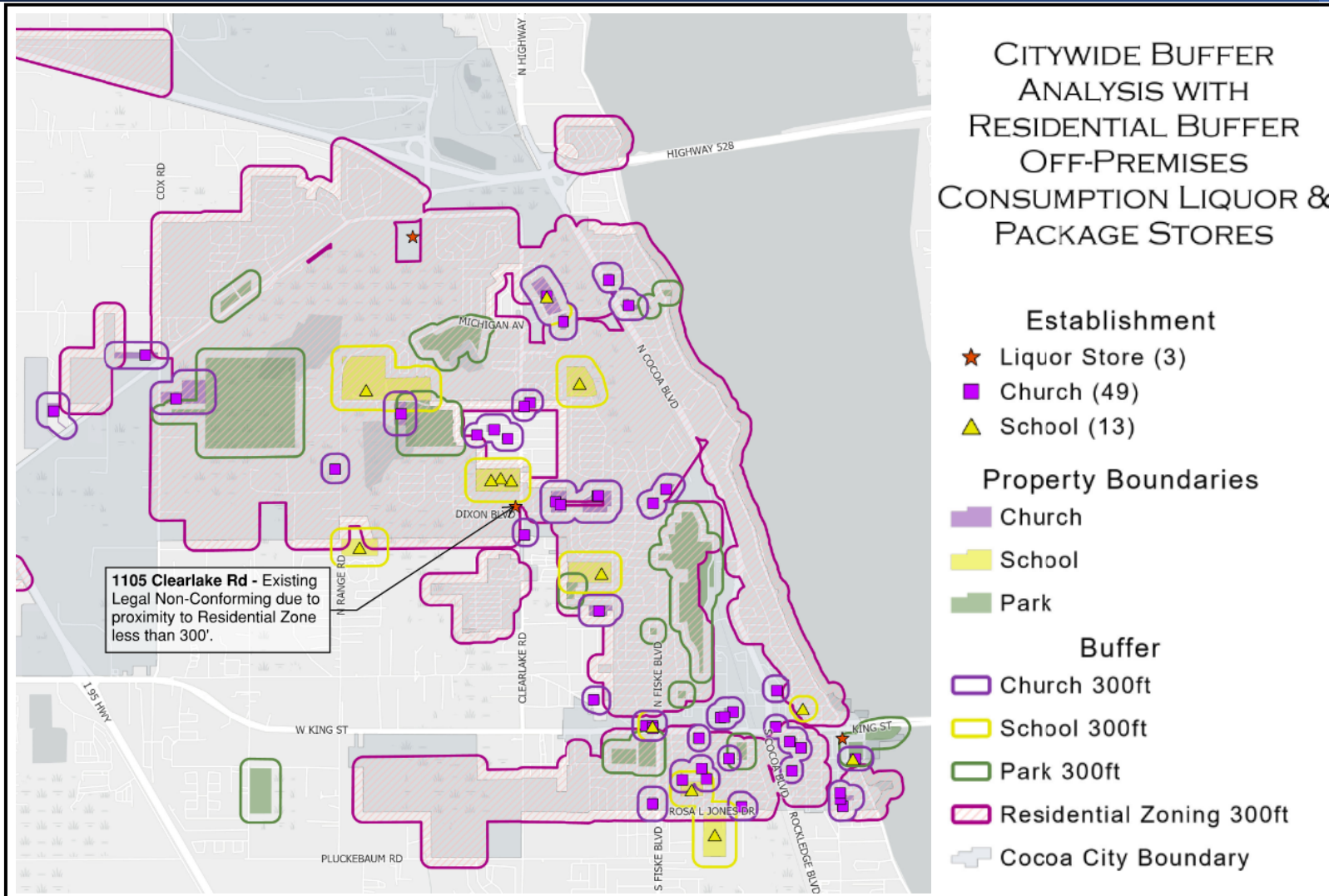


One non-conforming use, a bar located at **238 Peachtree St**, due to being less than **500'** from a school.

LDC Amendment – Alcoholic Beverage Sales:

ANALYSIS – NON-CONFORMING USES

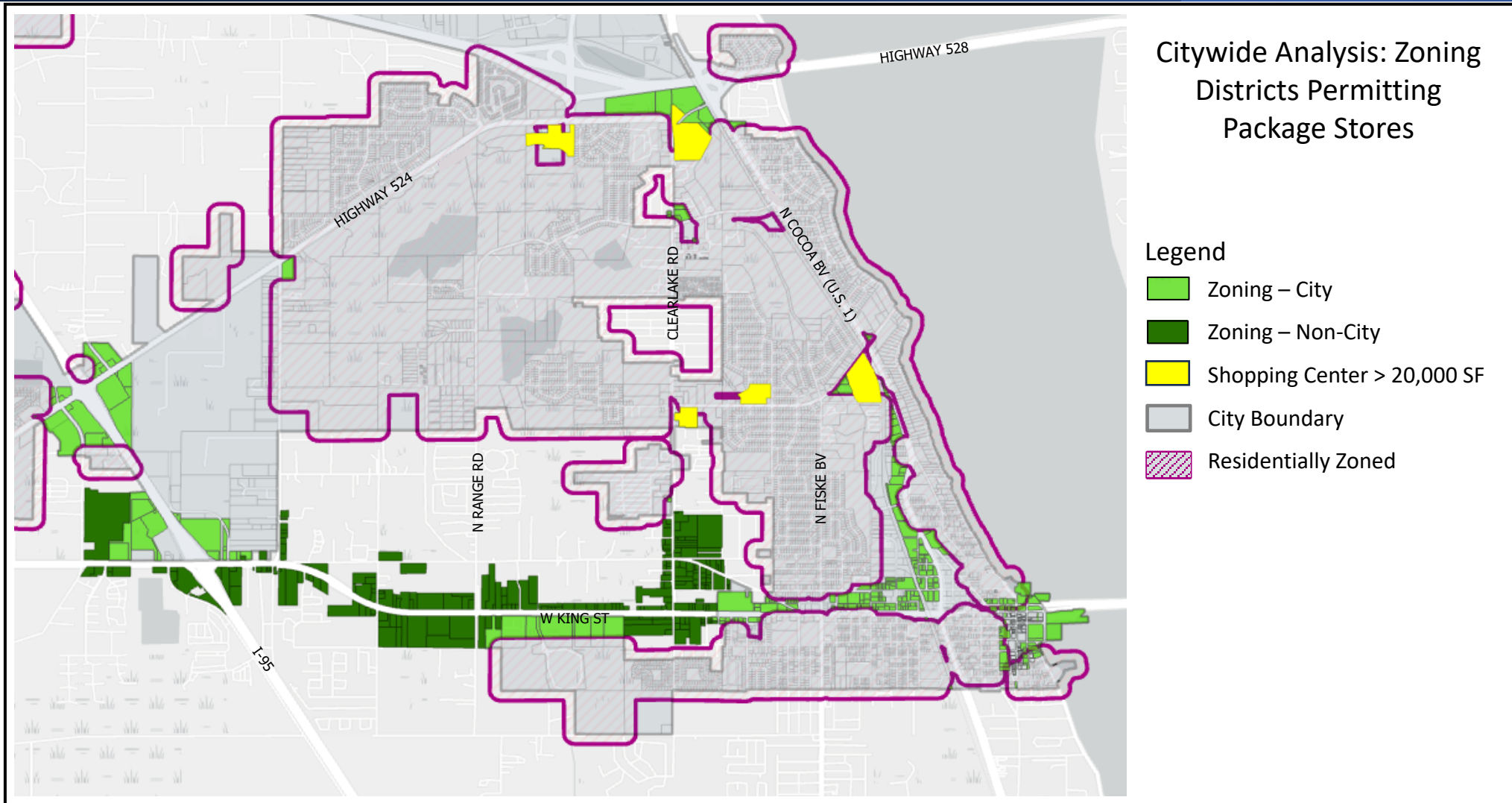
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FLORIDA



One new non-conforming use, a package store located at **1105 Clearlake Road**, due to its **less than 300-foot proximity to a residential zone**.

LDC Amendment – Alcoholic Beverage Sales: ANALYSIS – PACKAGE STORES PERMITTED

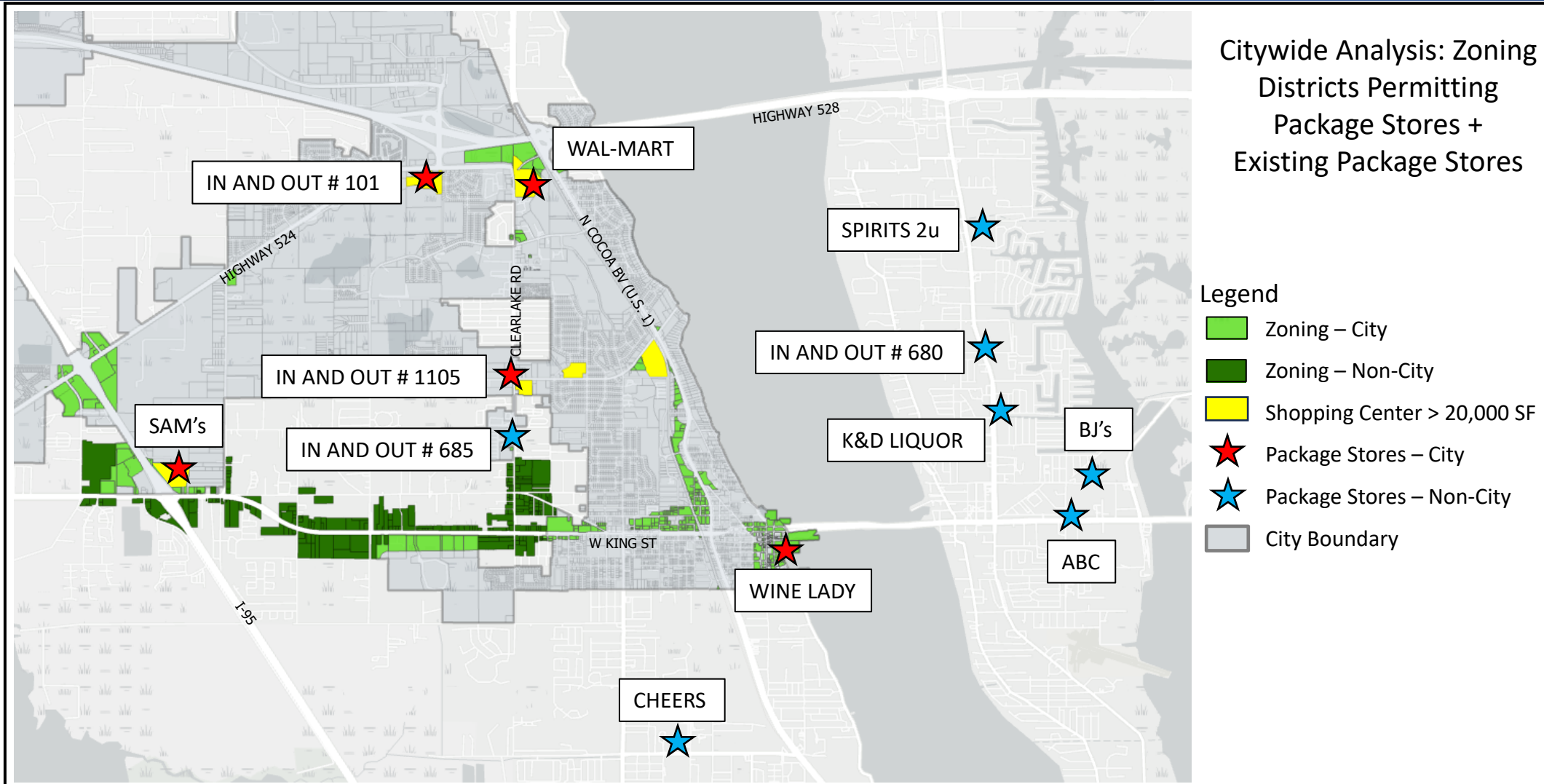
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LDC Amendment – Alcoholic Beverage Sales:

ANALYSIS – PACKAGE STORES EXISTING

COCOA
FLORIDA



LDC Amendment – Alcoholic Beverage Sales:

ANALYSIS – NON-CONFORMING USES

COCOA
FLORIDA



Determinations:

Most of the bars, one package store are in the Central Business District, no distancing requirements.

A non-conforming use may continue, if it complies with the regulations set forth in Appendix A, Article X. – Non-Conformities.

With the addition of **parks** and **playgrounds** to the list of community uses from which bars and package stores have location distancing requirements, and with the increased separation distance of **500' between bars and schools**, and the addition of **package stores** as a type of alcoholic beverage establishment that has location distancing requirements, the City is taking steps necessary to address public health and safety concerns associated with the potential over-concentration of liquor stores and other alcoholic beverage establishments within the City.

LDC Amendment – Alcoholic Beverage Sales: ANALYSIS – ZONING CODE

COCOA
FLORIDA



The need and justification for change to the Zoning Code:

Staff Finding:

- **Public health and safety concerns** associated with the potential over-concentration of liquor stores and other alcoholic beverage establishments within the City
- Neighborhoods with a higher density of liquor stores → **increased rates of childhood accidents, assaults, and child abuse injuries.**
- **Weakened social controls**, elevated levels of crime and nuisance activity.
- CDC - regulation of alcohol outlet density as an effective strategy to **prevent excessive alcohol consumption** and its related harms.
- CDC recommends the **use of zoning and licensing tools** to control the number and proximity of alcohol-selling establishments.

Determination: regulating the location of liquor and package stores is in the best interest of the community and necessary to protect vulnerable populations, particularly youth and families. The proposed amendment also updates key definitions and establishes a more precise methodology for measuring separation distances, thereby improving clarity for enforcement and consistency within the City's land use regulations. (Refer to Works Cited in the text of the Ordinance)

LDC Amendment – Alcoholic Beverage Sales: ANALYSIS – COMPREHENSIVE PLAN

COCOA
FLORIDA



Consistency with Comprehensive Plan

Staff Finding:

- Future Land Use Goals
- Neighborhood Protection
- Redevelopment Goals / Community Revitalization
- Promotes public safety and welfare through planning and regulation

LDC Amendment – Alcoholic Beverage Sales:

STAFF RECOMMENDATION

COCOA
FLORIDA



Staff requests the City Council **APPROVE** on 2nd read Ordinance 04-2025, amending the Zoning Ordinance of the City of Cocoa, relating to regulation of alcoholic beverages;

1) imposing separation requirements for liquor stores and package stores from certain other uses; 2) imposing separation requirements between locations for on-premises consumption of alcohol and public parks and playgrounds; 3) updating the Zoning Ordinance to be consistent with state law regarding separation requirements between schools and locations for on-premises consumption of alcohol; 4) amending the method of measuring separation for purposes of alcoholic beverage regulations; 5) amending certain definitions to clarify the application of the alcoholic beverage regulations; 6) modifying the regulations pertaining to alcoholic beverage sales as an accessory use; and 7) amending the list of permitted and special exception uses in the General Commercial district (C-G) relating to alcoholic beverages.

THANK YOU
~ ~ ~
QUESTIONS?

COCOA
FLORIDA





Cocoa & Diamond Square Community Redevelopment Area Plans

City Council Meeting
July 22nd, 2025

Agenda

Project Overview

Plan Development

Strategic Frameworks

Master Plans



Project Scope & Timeline

Cocoa & Diamond Square Community Redevelopment Plan Updates

Task 1. Kick Off & Data Collection

- 1.1. Project Management
- 1.2. Kick-off Meeting & Site Tour
- 1.3. Coordination with Brevard County

Task 2. Community Engagement

- 2.1. Project Branding
- 2.2. Interactive Project Website & Virtual Engagement Tools
- 2.3. Stakeholder Interviews
- 2.4. Community Meetings

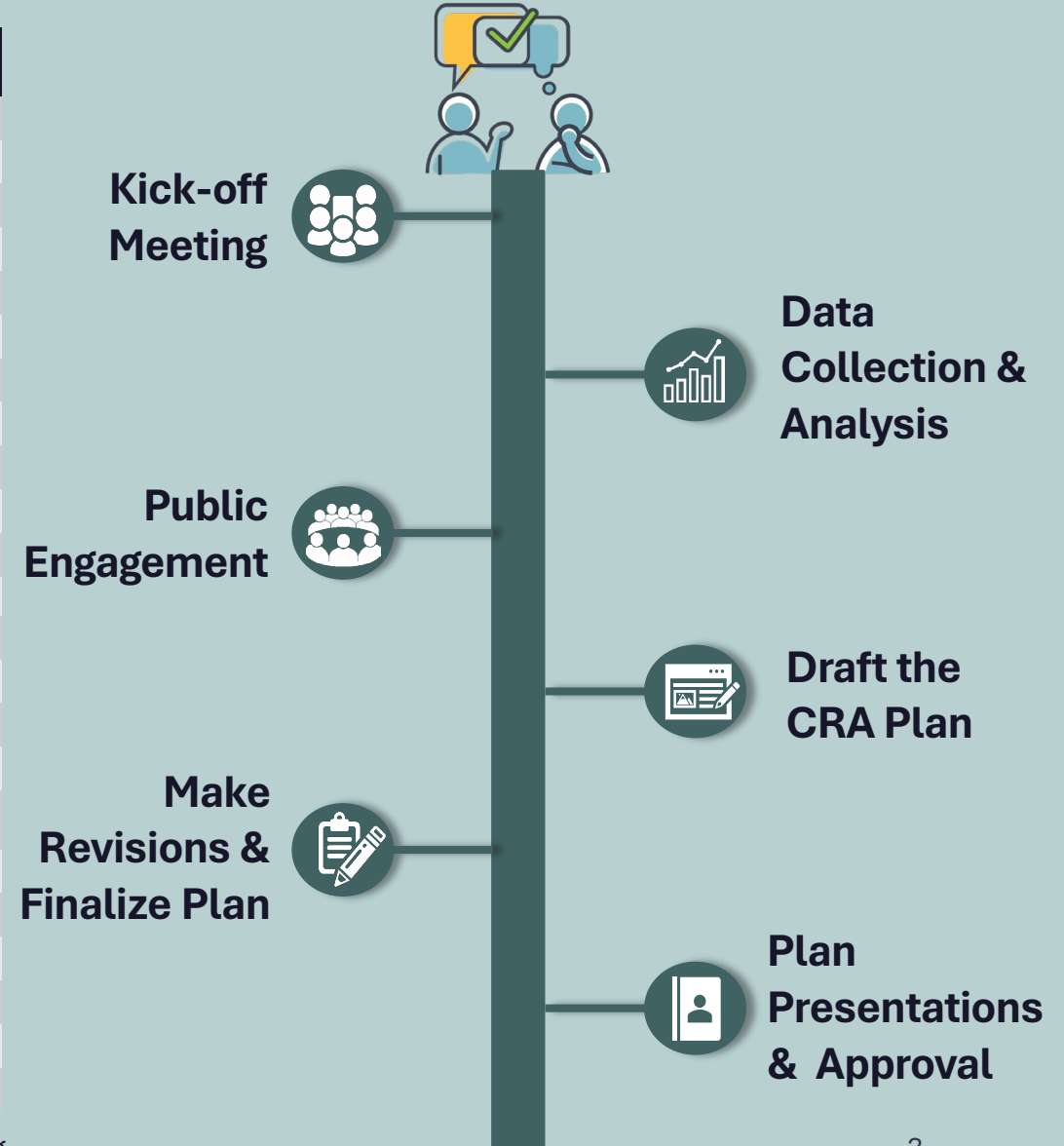
Task 3. Existing Conditions & Trends Analyses

Task 4. Community Redevelopment Plan Updates

- 4.1. TIF Revenue Projections
- 4.2. Development of Strategic Framework & Goals, Objectives & Policies
- 4.3. Five-Year Budget Worksheet
- 4.4. Master Plan Components
- 4.5. Draft Community Redevelopment Plans

Task 5. Presentation of Community Redevelopment Plan Update

- 5.1. Resolution and Ordinances
- 5.2. Presentation of Draft Community Redevelopment Plans to CRA Boards
- 5.3. Presentation of Draft Redevelopment Plans to Local Planning Agency
- 5.4. Documentation and Incorporation of Comments and Revisions
- 5.5. Presentation of Community Redevelopment Plans to CRA Boards
- 5.6. Presentation of Community Redevelopment Plans to City Council



Data & Analysis

Data Collection

Previous Plans

- Community challenges
- Goals that could be carried into the Plan update

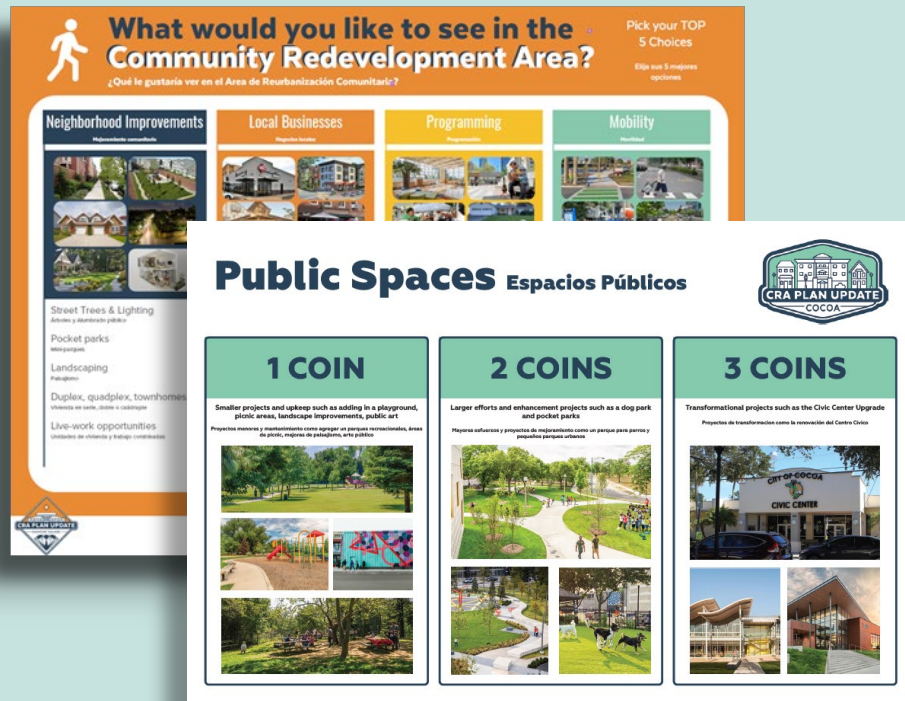


Data Analysis

- CRA-staff guided site tour
- U.S. Census Bureau Reports on socioeconomic, housing, and economic statistics
- Regulatory context, public services and facilities



Public Involvement Workshops & Stakeholder Interviews



Project website, active for 4 months

- Project information & updates
- Survey
- Interactive map comment board



Two all-day **Open House** events, held at the Council Chambers

- Presentation explaining what a Community Redevelopment Area is, how Tax Increment Financing works, and about the Cocoa & Diamond Square CRAs
- Series of boards prompting input across topics including Public Spaces, Housing, Transportation/Mobility, Neighborhood Health & Safety, Infrastructure & Resilience, Economic Development, Redevelopment/Infill Development, and the Waterfront

Stakeholder Interviews with CRA Board members, local business owners, and Council members

Cocoa CRA

Public Input

Short-Term

- Increased lighting
- Enhanced Public Realm
- Additional Police Patrol & Safety measures
- Sidewalk maintenance
- Waterfront Concessions & Activities
- Upgraded Civic Center

Mid-Term

- Enhanced Waterfront
- Dog Park
- Placemaking and Public Art
- Fishing Pier
- Food Truck Park

Long-Term

- Help with homelessness
- Micro-transit
- Harbor patrol & Marina improvements
- Art & Culture Center

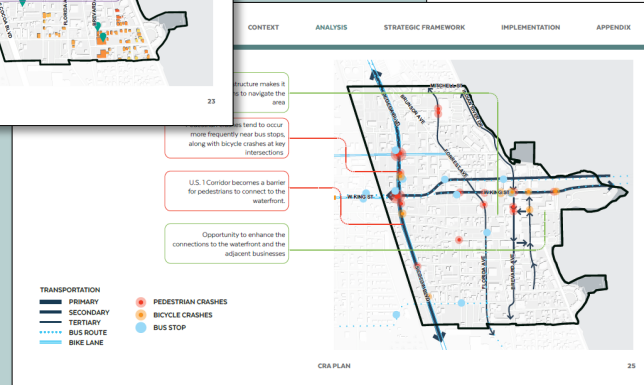
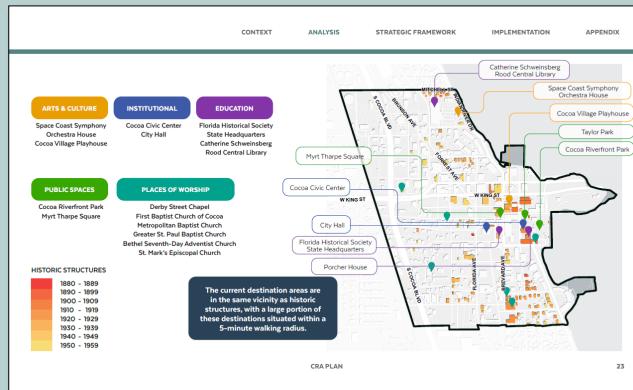
Data & Analysis

Existing Conditions Analysis

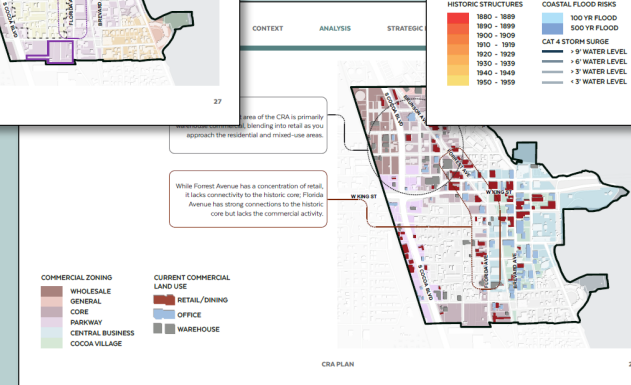
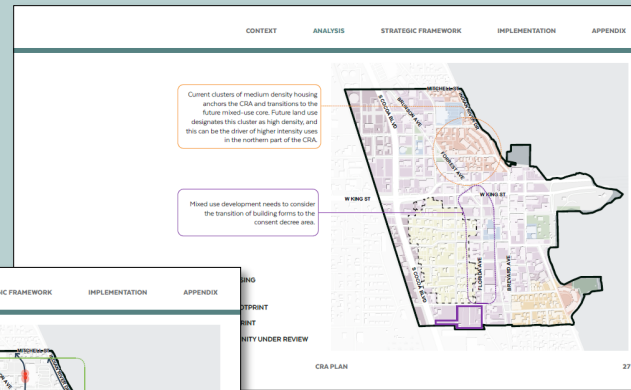
Placemaking

Housing

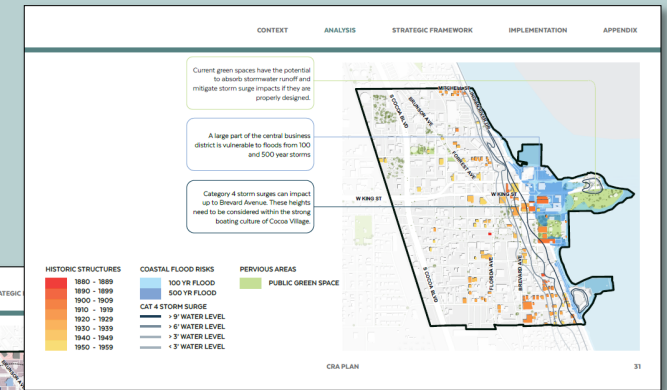
Environmental Resiliency



Connectivity



Economic Development



Strategy Formation

CRA Goals and Strategies

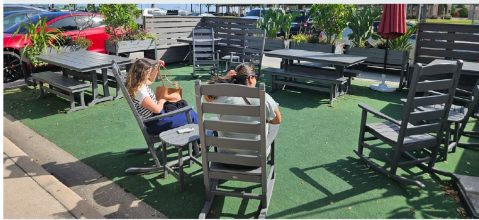


Previous Plans + Existing Conditions Analysis + Strengths, Weaknesses, Opportunities, Threats + Public Input
= Updated CRA Goals & Strategies

INVEST IN PLACEMAKING INITIATIVES

Create a vibrant and accessible environment in the Cocoa CRA through placemaking initiatives that celebrate the area's history and foster a strong sense of community.

- Make it fun! Get the community involved with placemaking efforts by getting local organizations, schools, and businesses to give ideas for crosswalk art, murals, and imaginative uses for underutilized spaces.
- Provide Wayfinding, signage, and gateways with a uniform, recognizable Cocoa branding to orient visitors and highlight key destinations in the CRA.
- Establish parks, pocket parks, and pedestrian plazas throughout the CRA, particularly in the residential neighborhoods of Heart of Cocoa and South of the Village to encourage community gathering.
- Restore historic buildings and preserve heritage trees throughout the Cocoa CRA.



IMPROVE CONNECTIVITY

Enhance mobility through consistent and incremental improvements to non-vehicular transportation options that foster a culture of active mobility and ensure access to safe, efficient transportation for all residents.

- Enhance the pedestrian experience: widen sidewalks, provide bike lanes, bike anchors.
- Address parking during events: wayfinding, shared parking, identify parking garage from parking study.
- Streetscape safety improvements: activate crosswalks, pedestrian islands, yield signage.
- Identify a future Brightline connection stop.
- Offer alternative mobility options: e-scooter, e-bikes, and golf cart shuttles for visitors.



DIVERSIFY AND IMPROVE HOUSING STOCK

Prioritize the development of high-quality, diverse housing options within the Cocoa CRA to support a resilient community. This includes encouraging the development of missing middle housing options and restoring underutilized building space for residential use.

- Encourage the development of Live-Work housing units within the Cocoa Village subdistrict to attract entrepreneurship, local businesses, and younger residents in the labor force.
- Incorporate missing middle housing such as townhomes and multiplexes within the Heart of Cocoa subdistrict.
- Restore underutilized space on upper levels of buildings for residential use for artists, students.
- Initiate Residential Paint and Beautification Grants to assist homeowners with exterior improvements.
- Promote façade improvement programs for both residential and commercial properties through targeted marketing and outreach.



FOSTER SUSTAINABLE ECONOMIC DEVELOPMENT

Foster sustainable economic growth in the Cocoa CRA by supporting businesses, encouraging mixed-use development, and enhancing the area's appeal to investors, visitors, and residents.

- Attract new niche local businesses through pop-up locations for small businesses, entrepreneurship incubators, and targeted marketing strategies to inform potential beneficiaries of the programs offered.
- Encourage mixed-use development through incentives, zoning regulations, and through outreach and relationship-building with mixed-use developers.
- Develop and implement Architectural design standards appropriate for each subdistrict in the Cocoa CRA to produce more desirable location for investors.
- Waterfront Activation: provide more opportunities for interaction with the Waterfront such as swan boats, kayaks, and paddleboard rental to operate in the Cocoa Yacht basin.
- Acquire real property to solicit proposals for private or public catalytic redevelopment opportunities
- Establish economic incentive programs to encourage economic growth and increase the tax base



STRENGTHEN RESILIENCE

Strengthen the resilience of the CRA by upgrading its infrastructure and Waterfront development

- Bring in resilience specialists to the table for Waterfront activation projects.
- Consider engineering or designing with natural processes in mind to passively create a living shoreline.
- Upgrade and maintain existing infrastructure, such as sidewalks, roads, and public facilities.
- Promote resilience in Waterfront development, including an elevated seawall, installation of marsh and bay fill, and other innovative strategies to mitigate the impacts of rising sea levels and extreme weather events.
- Protect and support existing infrastructure, particularly residential and historic buildings, that are more vulnerable to flooding and extreme weather events.



Plan Development

Tax Increment Financing Projections



Cocoa CRA 3% growth							
		Taxable Valuation	Estimated Increment Value	County Contribution @ 95%	County District IV Rec Contribution @ 95%	City Contribution @ 95%	Total TIF CRA
BASE	1981	\$26,410,420					
	2024	\$223,453,941	\$197,043,521	\$570,672	\$120,798	\$1,301,579	\$1,993,049
	2025	\$230,157,559	\$203,747,139	\$590,086	\$124,908	\$1,345,860	\$2,060,854
	2026	\$237,062,286	\$210,651,866	\$610,084	\$129,141	\$1,391,469	\$2,130,694
	2027	\$244,174,155	\$217,763,735	\$630,681	\$133,501	\$1,438,447	\$2,202,629
	2028	\$251,499,379	\$225,088,959	\$651,896	\$137,992	\$1,486,834	\$2,276,722
	2029	\$259,044,361	\$232,633,941	\$673,747	\$142,617	\$1,536,673	\$2,353,037
	2030	\$266,815,691	\$240,405,271	\$696,255	\$147,381	\$1,588,007	\$2,431,643
	2031	\$274,820,162	\$248,409,742	\$719,437	\$152,289	\$1,640,880	\$2,512,606
	2032	\$283,064,767	\$256,654,347	\$743,315	\$157,343	\$1,695,341	\$2,595,998
	2033	\$291,556,710	\$265,146,290	\$767,909	\$162,549	\$1,751,434	\$2,681,892
	2034	\$300,303,411	\$273,892,991	\$793,241	\$167,911	\$1,809,211	\$2,770,363
	2035	\$309,312,514	\$282,902,094	\$819,333	\$173,434	\$1,868,721	\$2,861,488
	2036	\$318,591,889	\$292,181,469	\$846,207	\$179,123	\$1,930,016	\$2,955,347
	2037	\$328,149,646	\$301,739,226	\$873,888	\$184,982	\$1,993,151	\$3,052,021
	2038	\$337,994,135	\$311,583,715	\$902,399	\$191,018	\$2,058,179	\$3,151,596
	2039	\$348,133,959	\$321,723,539	\$931,766	\$197,234	\$2,125,158	\$3,254,158
	2040	\$358,577,978	\$332,167,558	\$962,014	\$203,637	\$2,194,146	\$3,359,796
	2041	\$369,335,317	\$342,924,897	\$993,169	\$210,231	\$2,265,204	\$3,468,604
							\$48,112,496
	County Millage		0.0030486				
	County District IV Rec		0.00064532				
	City Millage		0.0069532				
	Total County Contribution (2024-2041)			\$13,776,097			
	Total County District IV Rec (2024-2041)			\$2,916,090			
	Total City Contribution (2024-2041)			\$31,420,310			
	Total TIF Estimated (2024-2041)			\$48,112,496			

	PROPOSED PROJECT	STRATEGIC FRAMEWORK THEME	PROJECT DESCRIPTION	SUB-DISTRICT	EST. COST	POTENTIAL FUNDING SOURCE
1	Brand Guidelines, Signage & Wayfinding	PLACEMAKING	Establish a branding design guideline that is used for signage, wayfinding, and furnishings throughout CRA.	All	\$\$\$	CRA; City
2	Parks and Public Spaces	PLACEMAKING	Identify smaller parcels that may be suitable for acquisition and development as a pocket park or dog park.	All	\$\$\$\$	CRA; City
3	Develop and Implement Architectural Design Guidelines	PLACEMAKING	Develop and implement Architectural design standards appropriate for each subdistrict in the Cocoa CRA to produce more desirable location for investors.	All	\$	CRA; City; Private Sector
4	Community Policing	PLACEMAKING	Establish a community policing program to enhance security within the Cocoa Village and such other areas deemed necessary.	All	\$\$\$	CRA
5	Micromobility Improvements	CONNECTIVITY	Complete gaps in sidewalk network and widen where foot traffic warrants, improve crosswalks, install gateway and wayfinding signage and increase access to e-mobility.	All	\$\$\$\$	CRA; City; Brevard County; SCAT; FDOT
6	Parking Mitigation	CONNECTIVITY	Complete construction of a parking garage identified from the 2017 Parking Study. Increase wayfinding signage for parking garages, encourage shared parking agreements.	Cocoa Village	\$\$\$\$	CRA; City
7	Complete Streets	CONNECTIVITY	Identify ROWs that merit non-vehicular safety improvements and/or Complete Street redesign and pursue funding accordingly.	All	\$\$\$\$	CRA; City
8	Brightline Connectivity	CONNECTIVITY	Evaluate opportunities to provide transit between Cocoa Village and the future Brightline station.	U.S. 1 Corridor	\$\$\$	CRA; City; Brevard County; SCAT; FDOT
9	Live-Work Housing Development	HOUSING	Develop strategies for attracting specialized housing developers through planning incentives, and relationship-building.	North of the Village; South of the Village; South End	\$\$\$\$	CRA; City; Housing Authority
10	Missing Middle Housing Development	HOUSING	Develop strategies for attracting specialized housing developers through planning incentives, and relationship-building.	Heart of Cocoa; All	\$\$\$\$	CRA; City; Housing Authority
11	Underutilized Upper Level Restoration	HOUSING	Provide incentives and guidelines for the restoration of underutilized upper levels as residential units.	All	\$\$\$	CRA; City; Private Sector
EST. COST: \$=<\$50K \$\$=\$50K-\$100K \$\$\$=\$100K-\$500K \$\$\$\$=\$500K-\$1M \$\$\$\$\$=\$>\$1M						

Cocoa CRA Master Plan



CRA OPPORTUNITIES

Low-impact Waterfront improvements for recreation

Mixed-use housing development with improved right of way connectivity and landscape

Improved pedestrian connections to and from the Historic Cocoa Village

Improved crosswalks

Promote recreational activities like boating, kayaking, and outdoor events that take advantage of the Waterfront

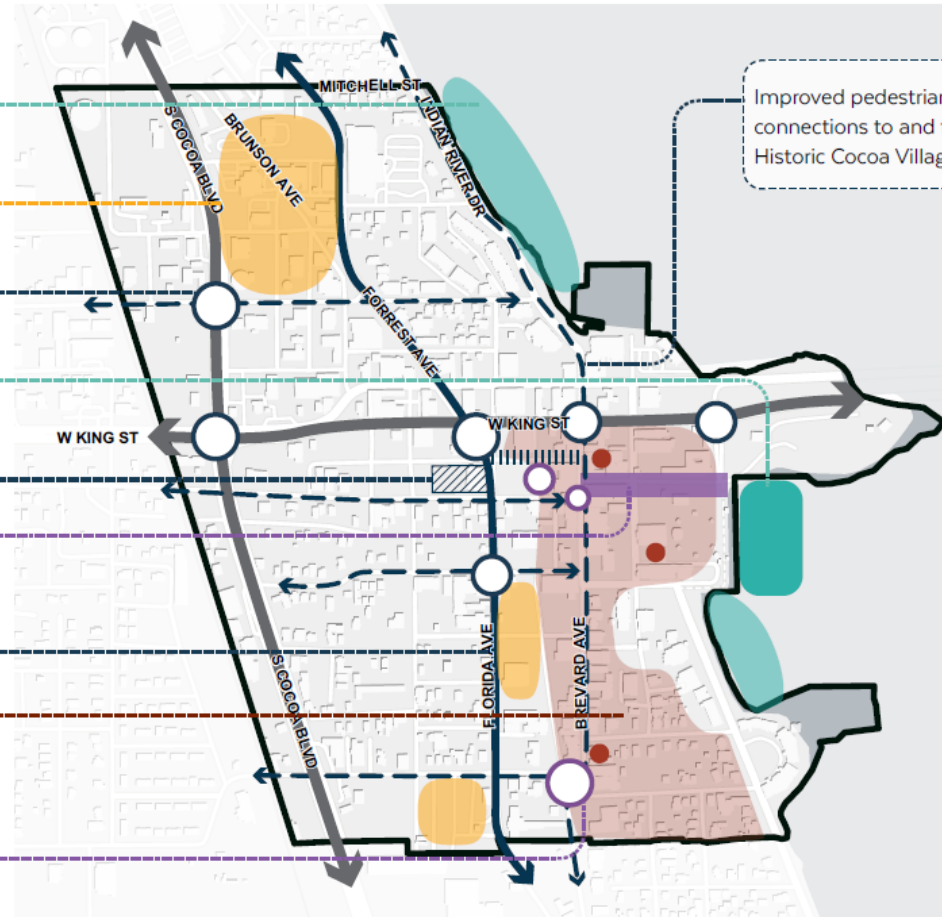
Most suitable site for potential parking structure

Harrison Street as a Festival Street

Neighborhood scale trolley service along Florida/Forrest

Potential Historic District Overlay

The Gateway Plaza

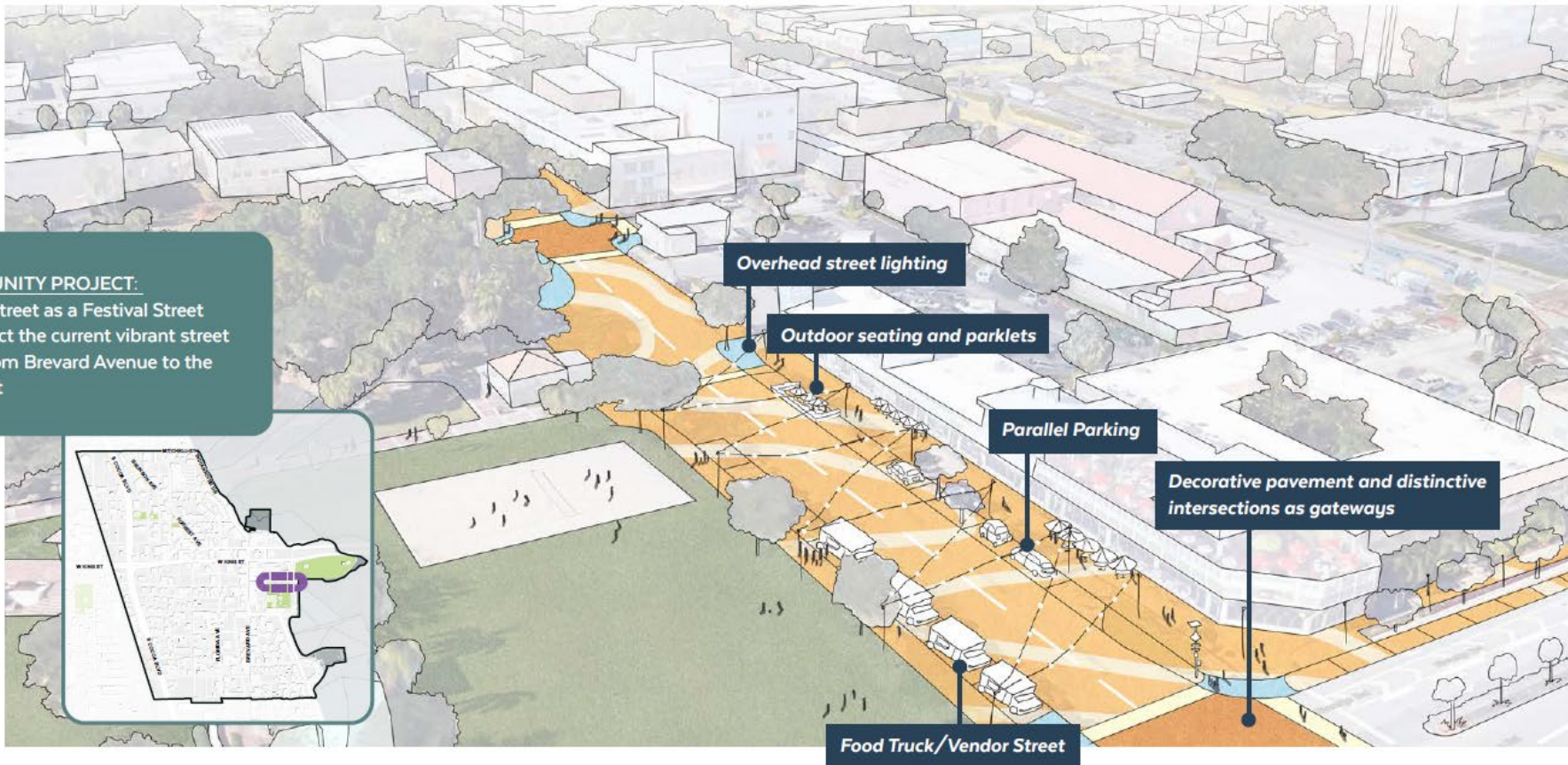


Cocoa CRA

Master Plan

CRA OPPORTUNITIES

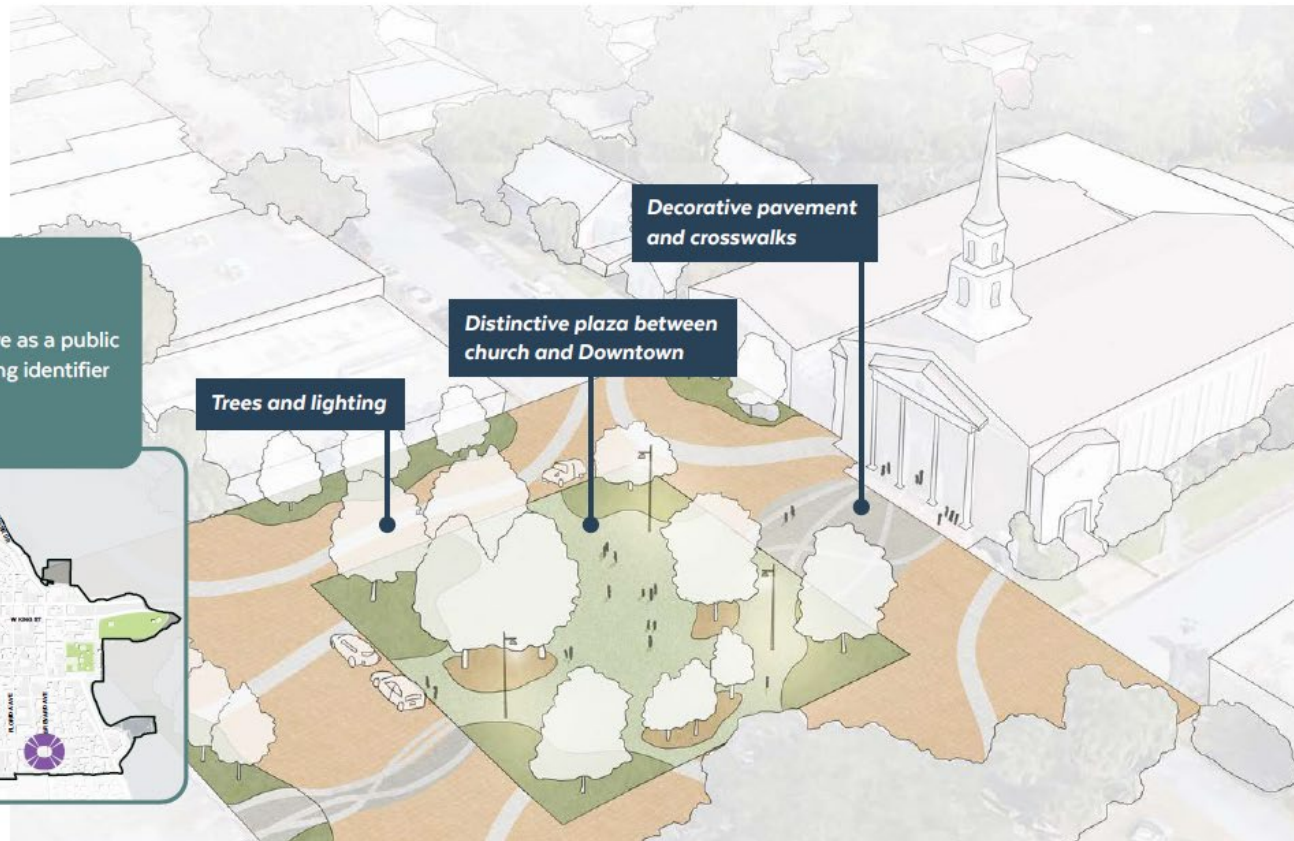
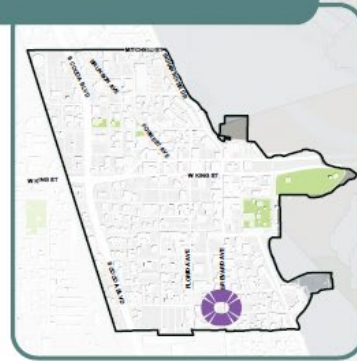
OPPORTUNITY PROJECT:
Harrison Street as a Festival Street
can connect the current vibrant street
activity from Brevard Avenue to the
Waterfront



Cocoa CRA Master Plan

CRA OPPORTUNITIES

OPPORTUNITY PROJECT:
The Gateway Plaza can serve as a public gathering space and branding identifier for Cocoa Village.





Diamond Square CRA

Public Input

Public Spaces

- Increased public transit & safer pedestrian infrastructure
- Improved Landscaping
- Improved public realm
- Intergenerational public spaces & programming

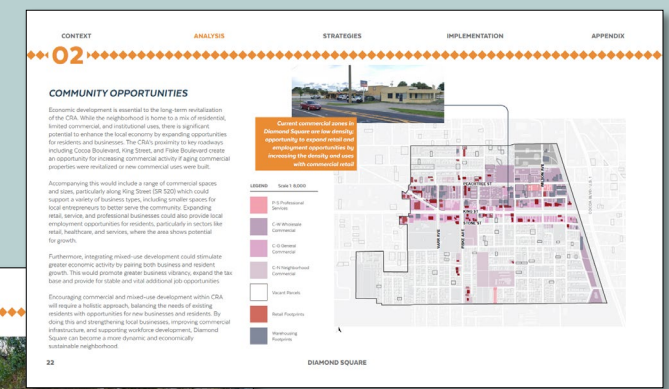
Housing Options

- Missing Middle housing
- Affordable housing with amenities
- Increased home ownership & owner-occupancy
- Neighborhood watch program

Infill Development

- Improved storefront façades
- Local business support
- Attract restaurants, grocery store, and medical facilities
- Mixed-use developments

Community Opportunities



Community Identity

Strategy Formation

CRA Goals & Strategies



Previous Plans + Existing Conditions Analysis + Strengths, Weaknesses, Opportunities, Threats + Public Input
= Updated CRA Goals & Strategies

COMMUNITY LIVING

Improve the quality, aesthetics, and availability of housing in Diamond Square. Support homeownership and diversity in housing types.

- Expand and promote the Residential Paint and Beautification grants and programs using targeted marketing efforts for residential properties programs, particularly those located on major corridors such as King Street, Barbara Jenkins Dr, and Rosa L. Jones Drive.
- Increase awareness of housing assistance programs through community outreach and local partnerships (e.g., leveraging churches and community organizations).
- Expand homeownership assistance programs to provide pathways to homeownership for low- and moderate-income residents.
- Incentivize infill development and the redevelopment of vacant or underutilized parcels for multifamily housing throughout the CRA.
- Expand partnerships with affordable housing developers to increase the stock of affordable rental and owner-occupied housing.
- Facilitate where possible the development of missing middle housing (townhomes, duplexes, live-work units) to accommodate a range of household sizes and income levels.
- Increase the enforcement of Code Compliance for all properties, including residential.

COMMUNITY PLACES

Enhance parks and public spaces to create safe, inclusive, vibrant gathering and recreational areas

- Further enhance Provost Park and Gilmore Community Park with additional amenities, such as playgrounds, picnic areas, and sports facilities.
- Partner with local organizations and businesses to create regular community programming (e.g., farmers markets, outdoor movie nights, and music events).
- Apply CPTED principles to public spaces, focusing on improving lighting, visibility, and property maintenance.
- Plant more street trees and expand urban greenery to reduce the urban heat island effect and improve air quality.

COMMUNITY CONNECTIONS

Enhance mobility through consistent and incremental improvements to non-vehicular transportation options to foster a culture of active mobility and ensure access to safe, efficient transportation for all residents.

- Implement "Complete Streets" design features to improve walkability and safety by mending gaps in the sidewalk network, refreshing the landscaping and crosswalks, and installing decorative lighting and gateway features along major corridors including King Street, Barbara Jenkins Drive, Rosa L. Jones Drive, Fiske Boulevard, and Peachtree Street.
- Upgrade bus stop facilities with new shelters, benches, bike racks, and signage to improve comfort and access to public transportation.
- Work with the Space Coast Area Transit (SCAT) to improve bus service frequency and coverage within the CRA, especially for underserved areas.

COMMUNITY IDENTITY

Strengthen community identity and pride by celebrating the neighborhood's history and culture, investing to create a safer, healthier environment, and integrating support services benefiting the community members.

- Create a cohesive branding strategy for placemaking and wayfinding purposes. Concurrently, integrate public art, cultural signage, and historical markers, celebrating the neighborhood's rich history and cultural assets.
- Increase neighborhood watch programs and engage local residents in community policing efforts to reduce crime.
- Foster partnerships within the CRA to host clean-up volunteering opportunities on a regular basis to support local accountability and pride
- Advocate for the return of culturally significant and age-inclusive events such as the MLK and Juneteenth festivals.
- Strengthen partnerships with local nonprofits and community organizations to provide support for youth programs, homelessness services, and senior assistance.
- Increase programming that engage all age groups in positive activities that foster a sense of belonging and connectedness.
- Provide health and wellness programming in community centers and public spaces, focusing on physical and mental health.
- Explore the establishment of a neighborhood organization to help activate the community and keep them informed.

COMMUNITY OPPORTUNITY

Foster economic growth by developing vacant and underutilized properties, attracting diverse businesses and amenities, enhancing major corridors to become vibrant, mixed-use commercial districts, and providing job training and development opportunities for residents.

- Provide storefront and signage improvement grants and the corresponding technical assistance to help existing businesses upgrade their properties and attract customers.
- Enforce property maintenance standards and provide technical assistance to business owners to improve the upkeep of commercial properties.
- Partner with schools, businesses, and workforce development organizations to provide job training, skill-building programs, and access to higher-paying jobs.
- Prioritize business attraction strategies that focus on the desired mix of retail, dining, healthcare, and other services, such as grocery stores and medical facility.
- Invest in stormwater management infrastructure, such as bioswales, rain gardens, and permeable paving, particularly in flood-prone areas.
- Explore opportunities to underground utilities and implement green infrastructure solutions to enhance environmental resilience.
- Explore opportunities for a small business/entrepreneurship incubator program that provides mentorship, studio space, and/or funding.

Plan Development

Tax Increment Financing Projections



Diamond Square CRA 3% Growth

		Taxable Valuation	Estimated Increment Value	County Contribution @ 95%	County District IV Rec Contribution @ 95%	City Contribution @ 95%	Total TIF CRA
BASE	1997	\$24,617,590					
	2024	\$80,970,659	\$56,353,069	\$163,208	\$34,547	\$372,242	\$569,998
	2025	\$83,399,779	\$58,782,189	\$170,243	\$36,037	\$388,288	\$594,568
	2026	\$85,901,772	\$61,284,182	\$177,489	\$37,571	\$404,815	\$619,875
	2027	\$88,478,825	\$63,861,235	\$184,953	\$39,150	\$421,838	\$645,941
	2028	\$91,133,190	\$66,515,600	\$192,640	\$40,778	\$439,371	\$672,790
	2029	\$93,867,186	\$69,249,596	\$200,559	\$42,454	\$457,431	\$700,443
	2030	\$96,683,201	\$72,065,611	\$208,714	\$44,180	\$476,032	\$728,927
	2031	\$99,583,697	\$74,966,107	\$217,115	\$45,958	\$495,192	\$758,264
	2032	\$102,571,208	\$77,953,618	\$225,767	\$47,790	\$514,926	\$788,482
County Millage		0.0030486					
County District IV Rec		0.00064532					
City Millage		0.0069532					
Total County Contribution (2024-2032)				\$1,740,689			
Total County District IV Rec Contribution (2024-2032)				\$368,465			
Total City Contribution (2024-2032)				\$3,970,136			
Total TIF Estimated (2024-2032)				\$6,079,289			

CRA Capital Projects	Public Works	Police/Fire	Utilities	FDOT/County Transportation	Brevard County Parks and Recreation	Space Coast Area Transit (SCAT)	Planning	Harry T. Moore Cultural Complex
Bus Stop Concrete Pad	X					X		
Placemaking and Activation of Public Spaces	X				X		X	
Pedestrian Connectivity and Safety Improvements	X	X		X			X	
Wayfinding/ Signage (Gateway, Wayfinding and Cultural)	X				X		X	X

CRA Programs	Career Source Brevard	Harry T. Moore Cultural Complex	Space Coast Economic Development Commission of Brevard County	Local Chambers of Commerce	Brevard County Parks and Recreation	Small Business Development Center (SBDC)	City of Cocoa Economic Development and Community Services Departments
Commercial Facade Improvement Grants							X
Residential Paint Grants							X
Residential Beautification Grants							X
Brevard County Parks and Rec Summer Camp Scholarships					X		X
Homebuyer Assistance Program							X
Cocoa UpStart Program	X			X		X	X
Neighborhood Stabilization and Empowerment	X	X	X	X	X	X	X

DIAMOND SQUARE

Diamond Square CRA Master Plan

Community Living:

Improve the quality, aesthetics, and availability of housing in Diamond Square. Support homeownership and diversity in housing types.

Community Places:

Enhance parks and public spaces to create safe, inclusive, vibrant gathering and recreational areas

Community Connections:

Enhance mobility through consistent and incremental improvements to non-vehicular transportation options to foster a culture of active mobility and ensure access to safe, efficient transportation for all residents.

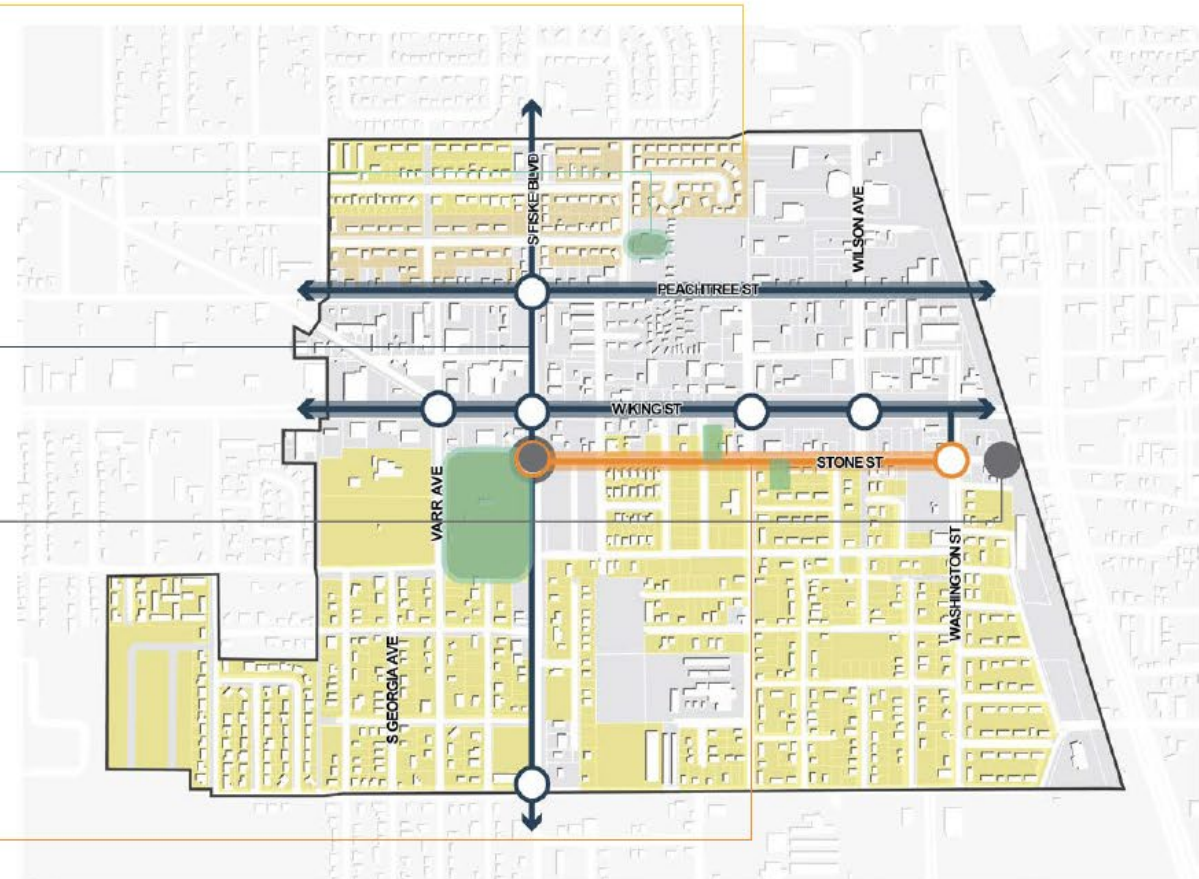
Community Identity:

Strengthen community identity and pride by celebrating the neighborhood's history and culture, investing to create a safer, healthier environment, and integrating support services benefitting the community members.

Community Opportunity:

Foster economic growth by developing vacant and underutilized properties, attracting diverse businesses and amenities, enhancing major corridors to become vibrant, mixed-use commercial districts, and providing job training and development opportunities for residents.

OPPORTUNITIES MAP



Diamond Square CRA Master Plan

IMAGINE...

Diamond Square's neighborhoods could be a common ground for residents, safe and comfortable to walk, with amenities such as community gardens or play spaces



Facilitate where possible the development of missing middle housing

Increase programming that engages all age groups in positive activities that foster a sense of belonging and connectedness

Using monuments and gateways as part of the neighborhood's identity

Improving crosswalk connections

Prioritizing pedestrian-friendly streetscapes

Diamond Square CRA Master Plan



Diamond Square CRA Master Plan



Questions?

THANK YOU!

Project Manager, Principal

GEORGE KRAMER, AICP

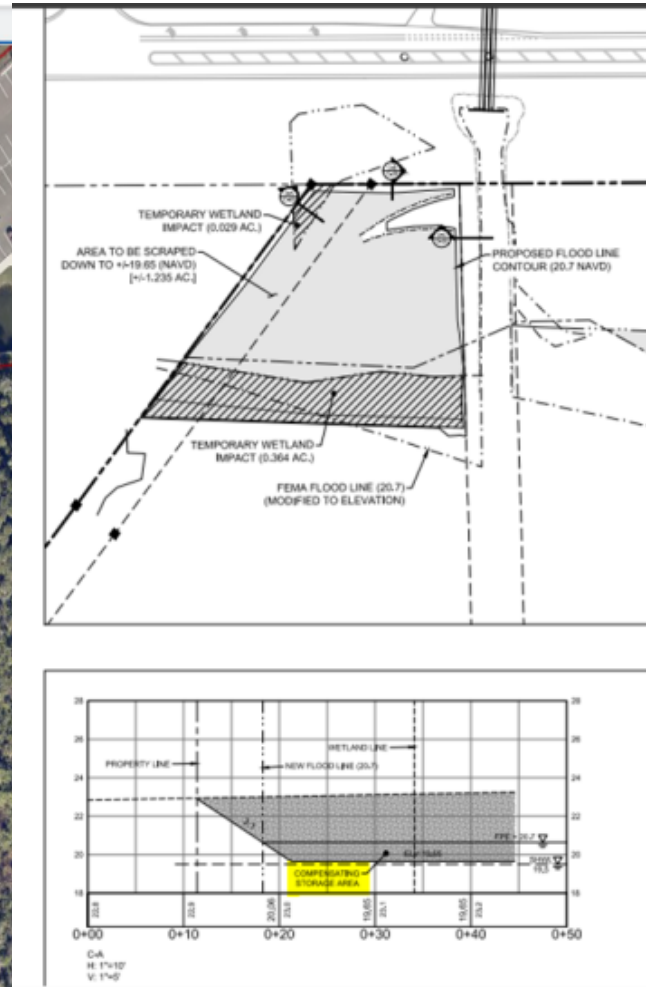
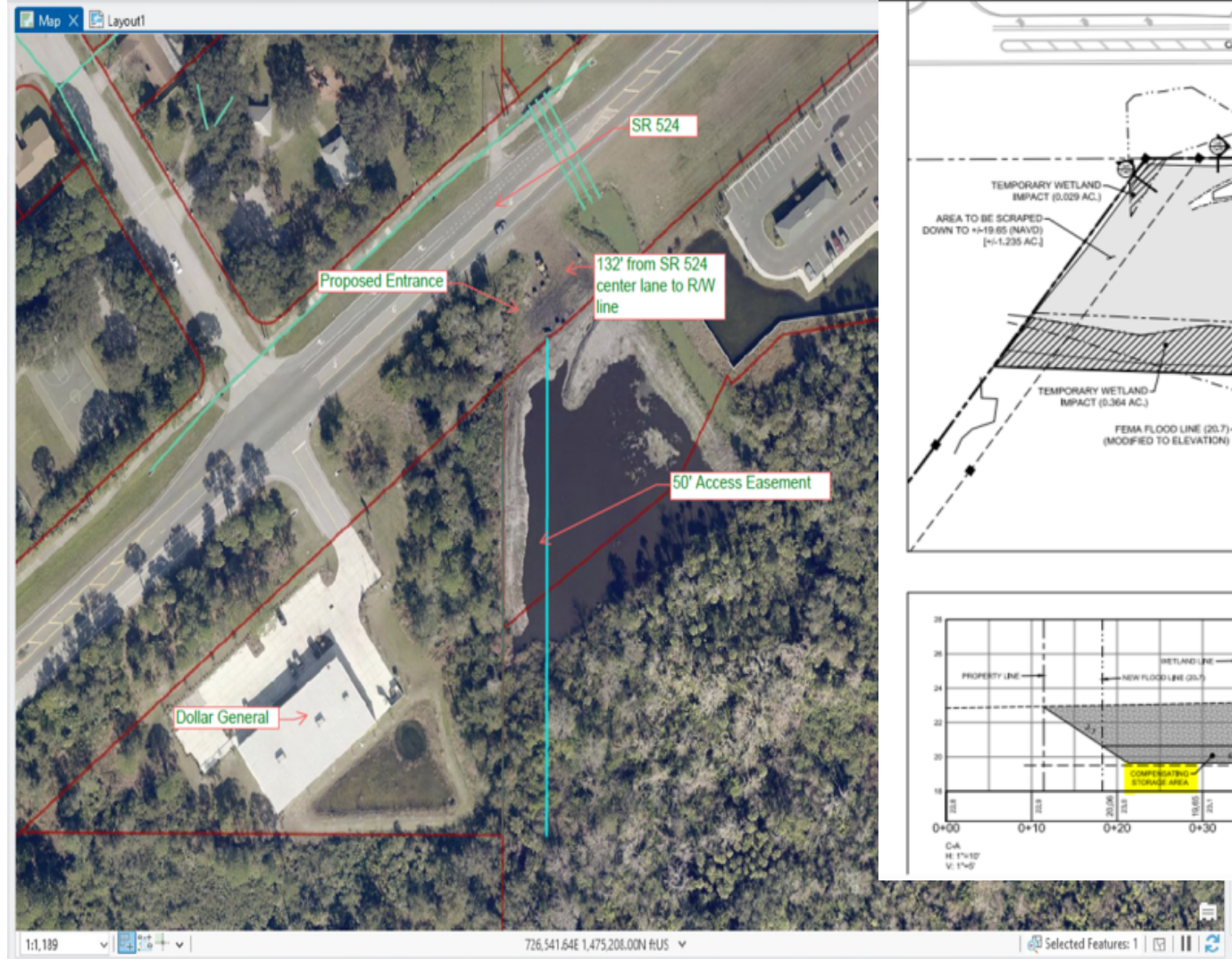
gkramer@inspireplacemaking.com

Project Planner

LAURA MARTINEZ, AICP

lmartinez@inspireplacemaking.com

Proposed SR 524 CCA Trailhead



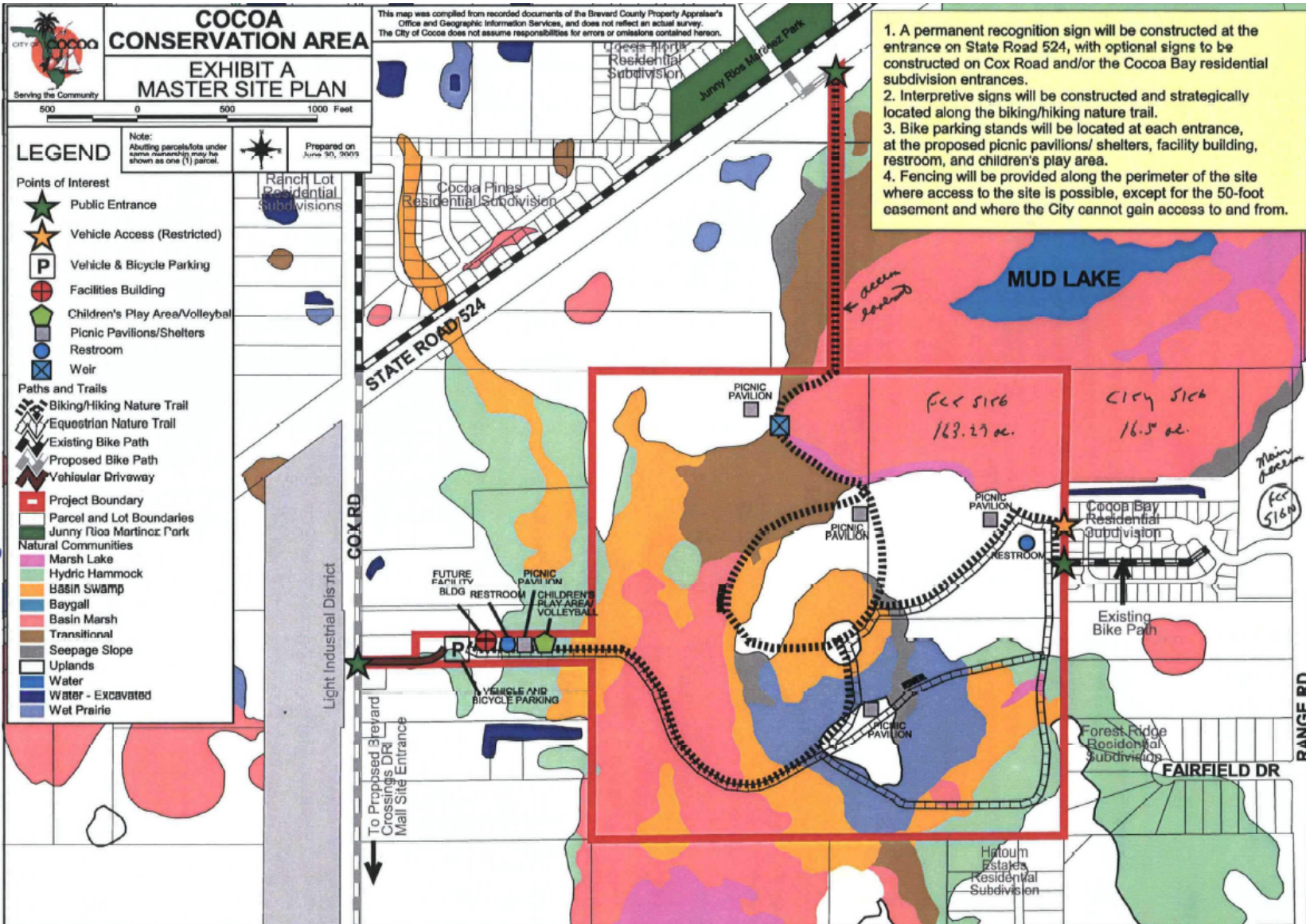
- Two parcels make up the Cocoa Conservation Area (CCA) as covered by the Management Plan.
- A 50' Access Easement connecting the parcels to SR 524 was granted by a private property owner and no trailhead or parking area was approved for that location through the Management Plan.
- In December 2019, the City and Integra Land Company entered into a Development Agreement (DA). It included language requiring the Developer to construct a public parking area and trailhead. On July 22, 2020, City Council approved the Addendum to the binding DA which called for the removal of the obligation to construct the trailhead parking area and trailhead stub out, as the proposed location for these improvements became necessary to accommodate flood storage required by the City's Comprehensive Plan.
- The Access Easement may be submerged to accommodate flood waters during the wet season.

FDOT Requirements



- According to discussions with FDOT, SR 524 Trailhead access requires a mid-block crossing to address safety concerns.
- City would need to perform an engineering study meeting criteria outlined in FDOT's Traffic Engineering Manual to ensure mid-block crossings are both necessary and safe. This includes demonstrating pedestrian demand (typically, at least 20 pedestrians per hour).
- Mid-block Crossing Cost
Rectangular Rapid Flashing Beacon
> \$500,000

CCA Management Plan



- The CCA 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.
- An access point off Cox Road with vehicle and bicycle parking, a future facility building, picnic pavilion, and children's play area/volleyball was approved through the Management Plan Agreement and reflects TO, as presented.
- An existing access point through the Cocoa Bay Residential Subdivision was approved through the Management Plan Agreement.

CITY COUNCIL AGENDA ITEM

Memo Date: August 13, 2025
Agenda Date: September 9, 2025
File ID: 2025-824
Prepared By: Breanna Earley, Assistant City Clerk
Through: Monica Arsenault, City Clerk
Requested Action: Proclaim the month of September as National Service Dog Month.

BACKGROUND:

National Service Dog Month Proclamation

PRIORITY AREA CONNECTION:

Economic and Community Development
Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Proclaim the month of September as National Service Dog Month.



PROCLAMATION

WHEREAS, We believe in the joyful, transformative power of the human-canine bond and inclusivity of all citizens;

WHEREAS, In the United States, 70 million adults have a disability and only 16,000 service dogs from accredited training programs exist nationwide and the need is growing;

WHEREAS, Canine Companions created the service dog for people with physical disabilities 50 years ago in 1975, creating a new kind of support for disability;

WHEREAS, Canine Companions is a nonprofit organization that enhances the lives of people with disabilities by providing expertly-trained service dogs and ongoing support to ensure quality partnerships, free of charge;

WHEREAS, Canine Companions and their service dogs empower people with disabilities to lead life with greater independence by providing best-in-class training, ongoing follow up services and a deeply committed community of support;

WHEREAS, National Service Dog Month aims to educate our community about the benefits of service dogs and the laws protecting their handlers;

WHEREAS, The City of Cocoa, Florida continues to work toward becoming an inclusive community in which all citizens, and their trained service dogs, are embraced;

NOW, THEREFORE, in recognition of service dogs and the adults and children with disabilities in our community, I, Mayor Michael Blake do hereby proclaim September to be

“NATIONAL SERVICE DOG MONTH”

I encourage all citizens to celebrate service dogs and be respectful of the rights to safe access in our community afforded to the adults, children and veterans who lead more independent lives because of their assistance.

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 26th day of August, 2025.

Mayor

ATTEST:

City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: August 5, 2025
Agenda Date: September 9, 2025
File ID: 2025-815
Prepared By: Lorraine Williams-Hubbard
Through: John A. Walsh
Frank Palmieri, Superintendent
Requested Action: To Approve Task Order 2026-15 with Carollo Engineers, Inc., Orlando, Florida, in the amount of \$196,302.41 for the SCADA Maintenance at the Jerry Sellers Water Reclamation Facility; Pending the Adoption of the FY2026 Budget.

BACKGROUND:

*****This Item is Confidential per FS 119.0725 and Not for Public Release*****

On May 23, 2023 Council Approved the Award of RFQ Q-23-13-COC, Engineering Services for Wastewater Collection, Treatment, and Disposal Systems and a contract was entered into on July 31, 2023 with the top ranked firm, Carollo Engineers, Inc.

Under this contract, staff has requested Task Order 2024-02 for SCADA Programming support services for the VTSCADA System, LCP'S, and RTU'S on an as-needed and on-call basis. The scope of the task order will also provide renewal services for software licenses and support contracts at the direction of the Sellers staff. These renewals are anticipated to include XL Report Support, Micromain and Trihedral VTSCADA.

On September 24, 2024, City Council approved Task Order 2025-08 with Carollo Engineers, Inc., Orlando, Florida, to maintain the Sellers Plant SCADA System; Project Management Coordination, SCADA Programming, As Needed and Emergency on-call services and Software License Renewals.

Sellers Staff is recommending City Council approval of Task Order 2026-15 with Carollo Engineers, Inc., Orlando, Florida, to maintain the Sellers Plant SCADA System; Project Management and Coordination, SCADA Programming and, As Needed and Emergency on-call services and Software License Renewals.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? Yes

If not budgeted, is amendment / transfer attached?

Source/Use of Funds

<u>Account Number</u>	<u>Amount</u>
421-4120-536.31-03	\$196,302.41

Account Name: Engineering Services
Source of Funds: Operating Revenue

PREVIOUS ACTION:

May 23, 2023 – To Approve the Final Ranking of the Short-Listed Firms for RFQ Q-23-13-COC, Engineering Services for Wastewater Collection, Treatment, and Disposal Systems; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Top-Ranked Firm, Carollo Engineers, Inc.

September 24, 2024 – Approved Task Order 2025-08 for the as needed and emergency maintenance of the Sellers SCADA System.

RECOMMENDED MOTION:

To Approve Task Order 2026-15 with Carollo Engineers, Inc., Orlando, Florida, in the amount of \$196,302.41 for the SCADA Maintenance at the Jerry Sellers Water Reclamation Facility; Pending the Adoption of the FY2026 Budget.

CITY COUNCIL AGENDA ITEM

Memo Date: August 12, 2025
Agenda Date: September 9, 2025
File ID: 2025-822
Prepared By: Kimberley Ross, Administrative Assistant
Through: John Walsh, Utilities Director
Requested Action: Approve the FY 2026 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior – U.S. Geological Survey for Water Quality Sampling and Water Level Measurements, Funding of \$115,685, pending the Adoption of the FY26 Budget.

BACKGROUND:

The City of Cocoa has participated with the United States Geological Survey (USGS) for more than 30 years to collect and report hydrologic data (water quality sampling, groundwater, and surface water level monitoring) of water resources in Cocoa's wellfield. The reporting activities are a condition of the Consumptive Use Permit issued to the City of Cocoa by the St. Johns River Water Management District (SJRWMD).

The City of Cocoa manages the program, and its employees perform some of the lab work. The data collection, monitoring equipment, and database compilation portion of the program is provided by USGS.

The FY2026 program agreement with the USGS totals \$127,565.00 of which Cocoa's share is \$115,685.00. The FY2026 budget for this program is \$137,942.00 and is sufficient for payment. Cocoa's cost share decreased by \$16,028.00 from the FY2025 program due to the reduction in well monitoring sites.

Staff recommends approval of the FY2026 Joint Funding Agreement with USGS.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted Yes

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

Amount Requested \$115,685.00

Account Number 421-4010-536.34-00

Account Name Contract Services

Source of Funds: Operating Revenue

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve the FY 2026 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior – U.S. Geological Survey for Water Quality Sampling and Water Level Measurements, Funding of \$115,685, pending the Adoption of the FY26 Budget.



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Caribbean-Florida Water Science Center
10770 North 46th St.
Tampa, FL 33617

July 9, 2025

Mr. John Walsh II, P.E.
City of Cocoa
351 Shearer Blvd. 2nd Floor
Cocoa, FL 32922

Dear Mr. Walsh:

Enclosed is our standard joint-funding agreement **26MCJFA0011** between the U.S. Geological Survey Caribbean-Florida Water Science Center and City of Cocoa for negotiated deliverables (see attached), during the period October 1, 2025 through September 30, 2026 in the amount of \$115,685.00 from your agency. U.S. Geological Survey contributions for this agreement are \$11,880.00 for a combined total of \$127,565.00. Please sign and return one fully-executed original to Bryan Carmenatty Cruz at bcarmenattycruz@usgs.gov or mail to the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2025**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Patrick Ryan at (321) 239-4819 or email pryan@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Bryan Carmenatty Cruz at phone number (787) 749-7415 or bcarmenattycruz@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

DOROTHY SIFUENTE S Digitally signed by
DOROTHY SIFUENTES
Date: 2025.07.09
16:16:06 -04'00'

Dorothy F. Sifuentes, PhD
Director, Caribbean-Florida Water Science Center

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001066
Agreement #: 26MCJFA0011
Project #: MC00E2A
TIN #: 59-6000292

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of October 1, 2025, by the **U.S. GEOLOGICAL SURVEY, CARIBBEAN-FLORIDA WATER SCIENCE CENTER**, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the **CITY OF COCOA** party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations – Scope of Work (SOW) in attachment(s), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$11,880.00 by the party of the first part during the period
October 1, 2025 to September 30, 2026
- (b) \$115,685.00 by the party of the second part during the period
October 1, 2025 to September 30, 2026
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$7,035.00

Description of the USGS regional/national program: USGS Climate Response Network (CRN)

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 6000001066
Agreement #: 26MCJFA0011
Project #: MC00E2A
TIN #: 59-6000292

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: **Patrick Ryan**
Supervisory Physical Scientist

Address: 12703 Research Parkway Suite 200
Orlando, FL 32826

Telephone: (321) 239-4819
Fax:
Email: pryan@usgs.gov

Customer Technical Point of Contact

Name: **John Walsh II, P.E.**
Utilities Director

Address: 351 Shearer Blvd. 2nd Floor
Cocoa, FL 32922

Telephone: (321) 433-8710
Fax:
Email: jwalsh@cocoafl.org

USGS Billing Point of Contact

Name: **Bryan Carmenatty Cruz**
Budget Analyst

Address: Ind Luchetti 290 Calle B
Bayamon, PR 00961

Telephone: (n/a)
Fax: (787) 749-7401
Email: bcarmenattycruz@usgs.gov

Customer Billing Point of Contact

Name: **John Walsh II, P.E.**
Utilities Director

Address: 351 Shearer Blvd. 2nd Floor
Cocoa, FL 32922

Telephone: (321) 433-8710
Fax: (n/a)
Email: jwalsh@cocoafl.org

U.S. Geological Survey
United States
Department of Interior

City of Cocoa

Signature

By **DOROTHY SIFUENTES** Digitally signed by DOROTHY SIFUENTES
Date: 2025.07.09
16:14:52 -04'00' **Date: 7/9/2025**
Name: Dorothy F. Sifuentes, PhD
Title: Director, Caribbean-Florida WSC

Signatures

By _____ **Date:** _____
Name:
Title:

By _____ **Date:** _____
Name:
Title:

By _____ **Date:** _____
Name:
Title:

June 11, 2025

Station ID	Name or Location	Description of Activity	Frequency	Activity Code	Repl-ication	ANNUAL COST	COOPERATOR TOTAL	USGS CMF	USGS CRN
City of Cocoa									
WATER QUALITY SAMPLING STATIONS									
282344081040101	COCOA A	Periodic	P	KT		1 \$	82	82	0
282344081040101	COCOA A	Periodic	P	PH		1 \$	82	82	0
282344081040101	COCOA A	Periodic	P	CAT		4 \$	3,136	3,136	0
282344081040101	COCOA A	Periodic	P	CL		4 \$	1,300	1,300	0
282344081040101	COCOA A	Periodic	P	TURB		1 \$	146	146	0
282344081040101	COCOA A	Periodic	P	FE		4 \$	144	144	0
282847081013701	COCOA H	Periodic	P	KT		1 \$	82	82	0
282847081013701	COCOA H	Periodic	P	PH		1 \$	82	82	0
282847081013701	COCOA H	Periodic	P	CAT		1 \$	784	784	0
282847081013701	COCOA H	Periodic	P	CL		1 \$	325	325	0
282847081013701	COCOA H	Periodic	P	TURB		1 \$	146	146	0
282847081013701	COCOA H	Periodic	P	FE		1 \$	36	36	0
282531081095701	COCOA D	Periodic	P	KT		1 \$	82	82	0
282531081095701	COCOA D	Periodic	P	PH		1 \$	82	82	0
282531081095701	COCOA D	Periodic	P	CAT		1 \$	784	784	0
282531081095701	COCOA D	Periodic	P	CL		1 \$	325	325	0
282531081095701	COCOA D	Periodic	P	TURB		1 \$	146	146	0
282531081095701	COCOA D	Periodic	P	FE		1 \$	36	36	0
282406081093602	COCOA R	Periodic	P	KT		1 \$	82	82	0
282406081093602	COCOA R	Periodic	P	PH		1 \$	82	82	0
282406081093602	COCOA R	Periodic	P	CAT		1 \$	784	784	0
282406081093602	COCOA R	Periodic	P	CL		1 \$	325	325	0
282406081093602	COCOA R	Periodic	P	TURB		1 \$	146	146	0
282406081093602	COCOA R	Periodic	P	FE		1 \$	36	36	0
282530081065601	COCOA S-Zone 1 (OR-614)	Periodic	P	KT		1 \$	82	82	0
282530081065601	COCOA S-Zone 1 (OR-614)	Periodic	P	PH		1 \$	82	82	0
282530081065601	COCOA S-Zone 1 (OR-614)	Periodic	P	CAT		1 \$	784	784	0
282530081065601	COCOA S-Zone 1 (OR-614)	Periodic	P	CL		1 \$	325	325	0
282530081065601	COCOA S-Zone 1 (OR-614)	Periodic	P	TURB		1 \$	146	146	0
282530081065601	COCOA S-Zone 1 (OR-614)	Periodic	P	FE		1 \$	36	36	0
282530081065602	COCOA S-Zone 2 (OR-615)	Periodic	P	KT		1 \$	82	82	0
282530081065602	COCOA S-Zone 2 (OR-615)	Periodic	P	PH		1 \$	82	82	0
282530081065602	COCOA S-Zone 2 (OR-615)	Periodic	P	CAT		1 \$	784	784	0
282530081065602	COCOA S-Zone 2 (OR-615)	Periodic	P	CL		1 \$	325	325	0
282530081065602	COCOA S-Zone 2 (OR-615)	Periodic	P	TURB		1 \$	146	146	0
282530081065602	COCOA S-Zone 2 (OR-615)	Periodic	P	FE		1 \$	36	36	0

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Station ID	Name or Location	Description of Activity	Frequency	Activity Code	Repl-ication	ANNUAL COST	COOPERATOR TOTAL	USGS CMF	USGS CRN
282530081065603	Cocoa S-Zone 3 (OR-613)	Periodic	P	KT	1	\$ 82	\$ 82	0	0
282530081065603	Cocoa S-Zone 3 (OR-613)	Periodic	P	PH	1	\$ 82	\$ 82	0	0
282530081065603	Cocoa S-Zone 3 (OR-613)	Periodic	P	CAT	1	\$ 784	\$ 784	0	0
282530081065603	Cocoa S-Zone 3 (OR-613)	Periodic	P	CL	1	\$ 325	\$ 325	0	0
282530081065603	Cocoa S-Zone 3 (OR-613)	Periodic	P	TURB	1	\$ 146	\$ 146	0	0
282530081065603	Cocoa S-Zone 3 (OR-613)	Periodic	P	FE	1	\$ 36	\$ 36	0	0
283249081053201	BITHLO 1	Periodic	P	KT	1	\$ 82	\$ 82	0	0
283249081053201	BITHLO 1	Periodic	P	PH	1	\$ 82	\$ 82	0	0
283249081053201	BITHLO 1	Periodic	P	CAT	1	\$ 784	\$ 784	0	0
283249081053201	BITHLO 1	Periodic	P	CL	1	\$ 325	\$ 325	0	0
283249081053201	BITHLO 1	Periodic	P	TURB	1	\$ 146	\$ 146	0	0
283249081053201	BITHLO 1	Periodic	P	FE	1	\$ 36	\$ 36	0	0
283249081053202	BITHLO 2	Periodic	P	KT	1	\$ 82	\$ 82	0	0
283249081053202	BITHLO 2	Periodic	P	PH	1	\$ 82	\$ 82	0	0
283249081053202	BITHLO 2	Periodic	P	CAT	1	\$ 784	\$ 784	0	0
283249081053202	BITHLO 2	Periodic	P	CL	1	\$ 325	\$ 325	0	0
283249081053202	BITHLO 2	Periodic	P	TURB	1	\$ 146	\$ 146	0	0
283249081053202	BITHLO 2	Periodic	P	FE	1	\$ 36	\$ 36	0	0
283249081053203	BITHLO 3	Periodic	P	KT	1	\$ 82	\$ 82	0	0
283249081053203	BITHLO 3	Periodic	P	PH	1	\$ 82	\$ 82	0	0
283249081053203	BITHLO 3	Periodic	P	CAT	1	\$ 784	\$ 784	0	0
283249081053203	BITHLO 3	Periodic	P	CL	1	\$ 325	\$ 325	0	0
283249081053203	BITHLO 3	Periodic	P	TURB	1	\$ 146	\$ 146	0	0
283249081053203	BITHLO 3	Periodic	P	FE	1	\$ 36	\$ 36	0	0
282335081103701	Residential well No. 3 Johnson	Periodic	P	KT	1	\$ -	\$ -	0	0
282335081103701	Residential well No. 3 Johnson	Periodic	P	PH	1	\$ -	\$ -	0	0
282335081103701	Residential well No. 3 Johnson	Periodic	P	CAT	1	\$ -	\$ -	0	0
282335081103701	Residential well No. 3 Johnson	Periodic	P	CL	1	\$ -	\$ -	0	0
282335081103701	Residential well No. 3 Johnson	Periodic	P	TURB	1	\$ -	\$ -	0	0
282335081103701	Residential well No. 3 Johnson	Periodic	P	FE	1	\$ -	\$ -	0	0
282336081105201	Residential well No. 4 Nodoff	Periodic	P	KT	1	\$ -	\$ -	0	0
282336081105201	Residential well No. 4 Nodoff	Periodic	P	PH	1	\$ -	\$ -	0	0
282336081105201	Residential well No. 4 Nodoff	Periodic	P	CAT	1	\$ -	\$ -	0	0
282336081105201	Residential well No. 4 Nodoff	Periodic	P	CL	1	\$ -	\$ -	0	0
282336081105201	Residential well No. 4 Nodoff	Periodic	P	TURB	1	\$ -	\$ -	0	0
282336081105201	Residential well No. 4 Nodoff	Periodic	P	FE	1	\$ -	\$ -	0	0
282346081004601	DIGIOVANNI WELL	Periodic	P	KT	1	\$ -	\$ -	0	0
282346081004601	DIGIOVANNI WELL	Periodic	P	PH	1	\$ -	\$ -	0	0
282346081004601	DIGIOVANNI WELL	Periodic	P	CAT	1	\$ -	\$ -	0	0
282346081004601	DIGIOVANNI WELL	Periodic	P	CL	1	\$ -	\$ -	0	0
282346081004601	DIGIOVANNI WELL	Periodic	P	TURB	1	\$ -	\$ -	0	0

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282346081004601	DIGIOVANNI WELL	Periodic iron	P	FE		1 \$	- \$	-	0
QW from ALL Production wells ANNUALLY									
282510081054501	COCOA 1	Periodic	P	KT		1 \$	\$	-	0
282510081054501	COCOA 1	Periodic	P	PH		1 \$	\$	82	0
282510081054501	COCOA 1	Periodic	P	CAT		1 \$	\$	82	0
282510081054501	COCOA 1	Periodic	P	CL		1 \$	\$	784	0
282510081054501	COCOA 1	Periodic	P	TURB		1 \$	\$	325	0
282510081054501	COCOA 1	Periodic	P	FE		1 \$	\$	146	0
282510081054501	COCOA 1	Periodic	P			1 \$	\$	36	0
282612081054201	COCOA 2	Periodic	P	KT		1 \$	\$	-	0
282612081054201	COCOA 2	Periodic	P	PH		1 \$	\$	82	0
282612081054201	COCOA 2	Periodic	P	CAT		1 \$	\$	82	0
282612081054201	COCOA 2	Periodic	P	CL		1 \$	\$	784	0
282612081054201	COCOA 2	Periodic	P	TURB		1 \$	\$	325	0
282612081054201	COCOA 2	Periodic	P	FE		1 \$	\$	146	0
282612081054201	COCOA 2	Periodic	P			1 \$	\$	36	0
282548081054201	COCOA 3	Periodic	P	KT		1 \$	\$	-	0
282548081054201	COCOA 3	Periodic	P	PH		1 \$	\$	82	0
282548081054201	COCOA 3	Periodic	P	CAT		1 \$	\$	82	0
282548081054201	COCOA 3	Periodic	P	CL		1 \$	\$	784	0
282548081054201	COCOA 3	Periodic	P	TURB		1 \$	\$	325	0
282548081054201	COCOA 3	Periodic	P	FE		1 \$	\$	146	0
282548081054201	COCOA 3	Periodic	P			1 \$	\$	36	0
282451081054501	COCOA 5	Periodic	P	KT		1 \$	\$	-	0
282451081054501	COCOA 5	Periodic	P	PH		1 \$	\$	82	0
282451081054501	COCOA 5	Periodic	P	CAT		1 \$	\$	82	0
282451081054501	COCOA 5	Periodic	P	CL		1 \$	\$	784	0
282451081054501	COCOA 5	Periodic	P	TURB		1 \$	\$	325	0
282451081054501	COCOA 5	Periodic	P	FE		1 \$	\$	146	0
282451081054501	COCOA 5	Periodic	P			1 \$	\$	36	0
282530081054201	COCOA 7	Periodic	P	KT		1 \$	\$	-	0
282530081054201	COCOA 7	Periodic	P	PH		1 \$	\$	82	0
282530081054201	COCOA 7	Periodic	P	CAT		1 \$	\$	82	0
282530081054201	COCOA 7	Periodic	P	CL		1 \$	\$	784	0
282530081054201	COCOA 7	Periodic	P	TURB		1 \$	\$	325	0
282530081054201	COCOA 7	Periodic	P	FE		1 \$	\$	146	0
282530081054201	COCOA 7	Periodic	P			1 \$	\$	36	0
282632081054502	COCOA 8R	Periodic	P	KT		1 \$	\$	-	0
282632081054502	COCOA 8R	Periodic	P	PH		1 \$	\$	82	0
282632081054502	COCOA 8R	Periodic	P	CAT		1 \$	\$	82	0
282632081054502	COCOA 8R	Periodic	P	CL		1 \$	\$	784	0
282632081054502	COCOA 8R	Periodic	P	TURB		1 \$	\$	325	0
282632081054502	COCOA 8R	Periodic	P	FE		1 \$	\$	146	0
282632081054502	COCOA 8R	Periodic	P			1 \$	\$	36	0
282650081054201	COCOA 9	Periodic	P	KT		1 \$	\$	-	0
282650081054201	COCOA 9	Periodic	P	PH		1 \$	\$	82	0
282650081054201	COCOA 9	Periodic	P	CAT		1 \$	\$	82	0
282650081054201	COCOA 9	Periodic	P	CL		1 \$	\$	784	0
282650081054201	COCOA 9	Periodic	P	TURB		1 \$	\$	325	0
282650081054201	COCOA 9	Periodic	P	FE		1 \$	\$	146	0
282650081054201	COCOA 9	Periodic	P			1 \$	\$	36	0

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282650081054201	COCOA 9	Periodic	P	PH	1	\$ 82	\$ 82	0	0
282650081054201	COCOA 9	Periodic	P	CAT	1	\$ 784	\$ 784	0	0
282650081054201	COCOA 9	Periodic	P	CL	1	\$ 325	\$ 325	0	0
282650081054201	COCOA 9	Periodic	P	TURB	1	\$ 146	\$ 146	0	0
282650081054201	COCOA 9	Periodic	P	FE	1	\$ 36	\$ 36	0	0
282716081054501	COCOA 10	Periodic	P	KT	1	\$ 82	\$ 82	0	0
282716081054501	COCOA 10	Periodic	P	PH	1	\$ 82	\$ 82	0	0
282716081054501	COCOA 10	Periodic	P	CAT	1	\$ 784	\$ 784	0	0
282716081054501	COCOA 10	Periodic	P	CL	1	\$ 325	\$ 325	0	0
282716081054501	COCOA 10	Periodic	P	TURB	1	\$ 146	\$ 146	0	0
282716081054501	COCOA 10	Periodic	P	FE	1	\$ 36	\$ 36	0	0
282344081054201	COCOA 11	Periodic	P	KT	1	\$ 82	\$ 82	0	0
282344081054201	COCOA 11	Periodic	P	PH	1	\$ 82	\$ 82	0	0
282344081054201	COCOA 11	Periodic	P	CAT	1	\$ 784	\$ 784	0	0
282344081054201	COCOA 11	Periodic	P	CL	1	\$ 325	\$ 325	0	0
282344081054201	COCOA 11	Periodic	P	TURB	1	\$ 146	\$ 146	0	0
282344081054201	COCOA 11	Periodic	P	FE	1	\$ 36	\$ 36	0	0
282529081073201	COCOA 7A	Periodic	P	KT	1	\$ 82	\$ 82	0	0
282529081073201	COCOA 7A	Periodic	P	PH	1	\$ 82	\$ 82	0	0
282529081073201	COCOA 7A	Periodic	P	CAT	1	\$ 784	\$ 784	0	0
282529081073201	COCOA 7A	Periodic	P	CL	1	\$ 325	\$ 325	0	0
282529081073201	COCOA 7A	Periodic	P	TURB	1	\$ 146	\$ 146	0	0
282529081073201	COCOA 7A	Periodic	P	FE	1	\$ 36	\$ 36	0	0
282531081075602	COCOA 13R	Periodic	P	KT	1	\$ 82	\$ 82	0	0
282531081075602	COCOA 13R	Periodic	P	PH	1	\$ 82	\$ 82	0	0
282531081075602	COCOA 13R	Periodic	P	CAT	1	\$ 784	\$ 784	0	0
282531081075602	COCOA 13R	Periodic	P	CL	1	\$ 325	\$ 325	0	0
282531081075602	COCOA 13R	Periodic	P	TURB	1	\$ 146	\$ 146	0	0
282531081075602	COCOA 13R	Periodic	P	FE	1	\$ 36	\$ 36	0	0
282531081082201	COCOA 14	Periodic	P	KT	1	\$ 82	\$ 82	0	0
282531081082201	COCOA 14	Periodic	P	PH	1	\$ 82	\$ 82	0	0
282531081082201	COCOA 14	Periodic	P	CAT	1	\$ 784	\$ 784	0	0
282531081082201	COCOA 14	Periodic	P	CL	1	\$ 325	\$ 325	0	0
282531081082201	COCOA 14	Periodic	P	TURB	1	\$ 146	\$ 146	0	0
282531081082201	COCOA 14	Periodic	P	FE	1	\$ 36	\$ 36	0	0
282530081085401	COCOA 15	Periodic	P	KT	1	\$ 82	\$ 82	0	0
282530081085401	COCOA 15	Periodic	P	PH	1	\$ 82	\$ 82	0	0
282530081085401	COCOA 15	Periodic	P	CAT	1	\$ 784	\$ 784	0	0
282530081085401	COCOA 15	Periodic	P	CL	1	\$ 325	\$ 325	0	0
282530081085401	COCOA 15	Periodic	P	TURB	1	\$ 146	\$ 146	0	0
282530081085401	COCOA 15	Periodic	P	FE	1	\$ 36	\$ 36	0	0

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282530081091701	COCOA 16	Periodic	P	KT		1 \$	82	-	0
282530081091701	COCOA 16	Periodic	P	PH		1 \$	82	82	0
282530081091701	COCOA 16	Periodic	P	CAT		1 \$	784	784	0
282530081091701	COCOA 16	Periodic	P	CL		1 \$	325	325	0
282530081091701	COCOA 16	Periodic	P	TURB		1 \$	146	146	0
282530081091701	COCOA 16	Periodic	P	FE		1 \$	36	36	0
282530081094001	COCOA 17	Periodic	P	KT		1 \$	82	82	0
282530081094001	COCOA 17	Periodic	P	PH		1 \$	82	82	0
282530081094001	COCOA 17	Periodic	P	CAT		1 \$	784	784	0
282530081094001	COCOA 17	Periodic	P	CL		1 \$	325	325	0
282530081094001	COCOA 17	Periodic	P	TURB		1 \$	146	146	0
282530081094001	COCOA 17	Periodic	P	FE		1 \$	36	36	0
282556081094001	COCOA 18	Periodic	P	KT		1 \$	82	82	0
282556081094001	COCOA 18	Periodic	P	PH		1 \$	82	82	0
282556081094001	COCOA 18	Periodic	P	CAT		1 \$	784	784	0
282556081094001	COCOA 18	Periodic	P	CL		1 \$	325	325	0
282556081094001	COCOA 18	Periodic	P	TURB		1 \$	146	146	0
282556081094001	COCOA 18	Periodic	P	FE		1 \$	36	36	0
282624081090401	COCOA 19	Periodic	P	KT		1 \$	82	82	0
282624081090401	COCOA 19	Periodic	P	PH		1 \$	82	82	0
282624081090401	COCOA 19	Periodic	P	CAT		1 \$	784	784	0
282624081090401	COCOA 19	Periodic	P	CL		1 \$	325	325	0
282624081090401	COCOA 19	Periodic	P	TURB		1 \$	146	146	0
282624081090401	COCOA 19	Periodic	P	FE		1 \$	36	36	0
282424081093601	COCOA 20	Periodic	P	KT		1 \$	82	82	0
282424081093601	COCOA 20	Periodic	P	PH		1 \$	82	82	0
282424081093601	COCOA 20	Periodic	P	CAT		1 \$	784	784	0
282424081093601	COCOA 20	Periodic	P	CL		1 \$	325	325	0
282424081093601	COCOA 20	Periodic	P	TURB		1 \$	146	146	0
282424081093601	COCOA 20	Periodic	P	FE		1 \$	36	36	0
282406081093601	COCOA 21	Periodic	P	KT		1 \$	82	82	0
282406081093601	COCOA 21	Periodic	P	PH		1 \$	82	82	0
282406081093601	COCOA 21	Periodic	P	CAT		1 \$	784	784	0
282406081093601	COCOA 21	Periodic	P	CL		1 \$	325	325	0
282406081093601	COCOA 21	Periodic	P	TURB		1 \$	146	146	0
282406081093601	COCOA 21	Periodic	P	FE		1 \$	36	36	0
282356081091901	COCOA 22	Periodic	P	KT		1 \$	82	82	0
282356081091901	COCOA 22	Periodic	P	PH		1 \$	82	82	0
282356081091901	COCOA 22	Periodic	P	CAT		1 \$	784	784	0

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Station ID	Name or Location	Description of Activity	Frequency	Activity Code	Repl-ication	ANNUAL COST	COOPERATOR TOTAL	USGS CMF	USGS CRN
282356081091901	COCOA 22	Periodic chloride	P	CL		1 \$	325 \$	0	0
282356081091901	COCOA 22	Periodic turbidity	P	TURB		1 \$	146 \$	0	0
282356081091901	COCOA 22	Periodic iron	P	FE		1 \$	36 \$	0	0
282331081093801	COCOA 23	Periodic temp and cond	P	KT		1 \$	82 \$	0	0
282331081093801	COCOA 23	Periodic pH	P	PH		1 \$	82 \$	0	0
282331081093801	COCOA 23	Periodic major cations	P	CAT		1 \$	784 \$	0	0
282331081093801	COCOA 23	Periodic chloride	P	CL		1 \$	325 \$	0	0
282331081093801	COCOA 23	Periodic turbidity	P	TURB		1 \$	146 \$	0	0
282331081093801	COCOA 23	Periodic iron	P	FE		1 \$	36 \$	0	0
282315081093601	COCOA 24	Periodic temp and cond	P	KT		1 \$	82 \$	0	0
282315081093601	COCOA 24	Periodic pH	P	PH		1 \$	82 \$	0	0
282315081093601	COCOA 24	Periodic major cations	P	CAT		1 \$	784 \$	0	0
282315081093601	COCOA 24	Periodic chloride	P	CL		1 \$	325 \$	0	0
282315081093601	COCOA 24	Periodic turbidity	P	TURB		1 \$	146 \$	0	0
282315081093601	COCOA 24	Periodic iron	P	FE		1 \$	36 \$	0	0
282300081092401	COCOA 25	Periodic temp and cond	P	KT		1 \$	82 \$	0	0
282300081092401	COCOA 25	Periodic pH	P	PH		1 \$	82 \$	0	0
282300081092401	COCOA 25	Periodic major cations	P	CAT		1 \$	784 \$	0	0
282300081092401	COCOA 25	Periodic chloride	P	CL		1 \$	325 \$	0	0
282300081092401	COCOA 25	Periodic turbidity	P	TURB		1 \$	146 \$	0	0
282300081092401	COCOA 25	Periodic iron	P	FE		1 \$	36 \$	0	0
282315081053801	COCOA 38	Periodic temp and cond	P	KT		1 \$	82 \$	0	0
282315081053801	COCOA 38	Periodic pH	P	PH		1 \$	82 \$	0	0
282315081053801	COCOA 38	Periodic major cations	P	CAT		1 \$	784 \$	0	0
282315081053801	COCOA 38	Periodic chloride	P	CL		1 \$	325 \$	0	0
282315081053801	COCOA 38	Periodic turbidity	P	TURB		1 \$	146 \$	0	0
282315081053801	COCOA 38	Periodic iron	P	FE		1 \$	36 \$	0	0
282304081053901	COCOA 39	Periodic temp and cond	P	KT		1 \$	82 \$	0	0
282304081053901	COCOA 39	Periodic pH	P	PH		1 \$	82 \$	0	0
282304081053901	COCOA 39	Periodic major cations	P	CAT		1 \$	784 \$	0	0
282304081053901	COCOA 39	Periodic chloride	P	CL		1 \$	325 \$	0	0
282304081053901	COCOA 39	Periodic turbidity	P	TURB		1 \$	146 \$	0	0
282304081053901	COCOA 39	Periodic iron	P	FE		1 \$	36 \$	0	0
282250081053801	COCOA 40	Periodic temp and cond	P	KT		1 \$	82 \$	0	0
282250081053801	COCOA 40	Periodic pH	P	PH		1 \$	82 \$	0	0
282250081053801	COCOA 40	Periodic major cations	P	CAT		1 \$	784 \$	0	0
282250081053801	COCOA 40	Periodic chloride	P	CL		1 \$	325 \$	0	0
282250081053801	COCOA 40	Periodic turbidity	P	TURB		1 \$	146 \$	0	0
282250081053801	COCOA 40	Periodic iron	P	FE		1 \$	36 \$	0	0
282238081053801	COCOA 41	Periodic temp and cond	P	KT		1 \$	82 \$	0	0

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282238081053801	COCOA 41	Periodic	P	PH	1	\$ 82	\$ 82	0	0
282238081053801	COCOA 41	Periodic	P	CAT	1	\$ 784	\$ 784	0	0
282238081053801	COCOA 41	Periodic	P	CL	1	\$ 325	\$ 325	0	0
282238081053801	COCOA 41	Periodic	P	TURB	1	\$ 146	\$ 146	0	0
282238081053801	COCOA 41	Periodic	P	FE	1	\$ 36	\$ 36	0	0
282208081053801	COCOA 42	Periodic	P	KT	1	\$ 82	\$ 82	0	0
282208081053801	COCOA 42	Periodic	P	PH	1	\$ 82	\$ 82	0	0
282208081053801	COCOA 42	Periodic	P	CAT	1	\$ 784	\$ 784	0	0
282208081053801	COCOA 42	Periodic	P	CL	1	\$ 325	\$ 325	0	0
282208081053801	COCOA 42	Periodic	P	TURB	1	\$ 146	\$ 146	0	0
282208081053801	COCOA 42	Periodic	P	FE	1	\$ 36	\$ 36	0	0
282145081053801	COCOA 43	Periodic	P	KT	1	\$ 82	\$ 82	0	0
282145081053801	COCOA 43	Periodic	P	PH	1	\$ 82	\$ 82	0	0
282145081053801	COCOA 43	Periodic	P	CAT	1	\$ 784	\$ 784	0	0
282145081053801	COCOA 43	Periodic	P	CL	1	\$ 325	\$ 325	0	0
282145081053801	COCOA 43	Periodic	P	TURB	1	\$ 146	\$ 146	0	0
282145081053801	COCOA 43	Periodic	P	FE	1	\$ 36	\$ 36	0	0
282127081053901	COCOA 44	Periodic	P	KT	1	\$ 82	\$ 82	0	0
282127081053901	COCOA 44	Periodic	P	PH	1	\$ 82	\$ 82	0	0
282127081053901	COCOA 44	Periodic	P	CAT	1	\$ 784	\$ 784	0	0
282127081053901	COCOA 44	Periodic	P	CL	1	\$ 325	\$ 325	0	0
282127081053901	COCOA 44	Periodic	P	TURB	1	\$ 146	\$ 146	0	0
282127081053901	COCOA 44	Periodic	P	FE	1	\$ 36	\$ 36	0	0
282530081054204	COCOA 7T1	Periodic	P	KT	1	\$ 82	\$ 82	0	0
282530081054204	COCOA 7T1	Periodic	P	PH	1	\$ 82	\$ 82	0	0
282530081054204	COCOA 7T1	Periodic	P	CAT	1	\$ 784	\$ 784	0	0
282530081054204	COCOA 7T1	Periodic	P	CL	1	\$ 325	\$ 325	0	0
282530081054204	COCOA 7T1	Periodic	P	TURB	1	\$ 146	\$ 146	0	0
282530081054204	COCOA 7T1	Periodic	P	FE	1	\$ 36	\$ 36	0	0
Water Quality Sampling Subtotal									\$ 63,090 \$ - \$ -
CONTINUOUS WATER LEVEL STATIONS									
282341081040101	COCOA A	Continuous	C	H	\$ 8,540	\$ 8,540	1650	0	0
282406081093602	COCOA R	Continuous	C	H	\$ 8,540	\$ 8,540	1650	0	0
282406081093602	COCOA R	Continuous	C	RFA	\$ 1,910	\$ 1,730	180	0	0
282531081082202	COCOA G	Continuous	C	H	\$ 8,540	\$ 8,540	1650	0	0
282531081095701	COCOA D	Continuous	C	H	\$ 8,540	\$ 8,540	1650	0	0
282532081075601	COCOA B	Continuous	C	H	\$ 8,540	\$ 8,540	1650	0	0
282623081153801	COCOA P	Continuous	C	H	\$ -	\$ -	0	0	0
283249081053201	BITHLO 1	Continuous	C	H	\$ 8,540	\$ 8,540	1650	0	0
283249081053203	BITHLO 3	Continuous	C	H	\$ 8,540	\$ 1,505	0	0	7035

June 11, 2025

Station ID	Name or Location	Description of Activity	Fre- quen- cy	Activity Code	Repli- cation	ANNUAL COST	COOPERATOR TOTAL	USGS CMF	USGS CRN
Continuous Water Level Subtotal									
MONTHLY MEASUREMENT STATIONS									
283249081053202	BITHLO 2	Periodic	P	GWL12		\$ -	\$ -	0	0
QUARTERLY MEASUREMENT STATIONS									
282510081054503	COCOA 1T	Periodic	P	GWL4		\$ -	\$ -	0	0
282847081013702	COCOA K	Periodic	P	GWL4		\$ -	\$ -	0	0
282510081054502	COCOA M	Periodic	P	GWL4		\$ -	\$ -	0	0
282531081054301	COCOA O	Periodic	P	GWL4		\$ -	\$ -	0	0
282739081054501	COCOA F	Periodic	P	GWL4		\$ -	\$ -	0	0
Periodic Water Level Subtotal									
						\$ -	\$ -	-	-
SURFACE WATER STATIONS									
02232400	ST JOHNS RIVER NEAR COCOA	Continuous	C	TK1A		\$ 9,820	\$ 8,020	1800	0
Surface Water Station Subtotal									
						\$ 9,820	\$ 8,020	1,800	-
FY 2026 PROGRAM TOTALS									
						\$ 134,600	\$ 115,685	11,880	7,035

	2026
Total Program	\$ 134,600
City of Cocoa	\$ 115,685
USGS Climate Response Network (CRN)	\$ 7,035
USGS CMF Support	\$ 11,880

CITY COUNCIL AGENDA ITEM

Memo Date: August 15, 2025
Agenda Date: September 9, 2025
File ID: 2025-829
Prepared By: Susan Lambert, Police Administrative Technician
Through: Evander Collier, Police Chief
Requested Action: Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for FY2026, pending the final adoption of the City of Cocoa FY2026 budget.

BACKGROUND:

The Cocoa Police Department wishes to continue its partnership with Alliance for Neighborhood Restoration of Brevard to continue the initiative with the Cocoa Police Athletic League which focuses on at-risk youth. Alliance for Neighborhood Restoration of Brevard provides the Executive Director and staff to oversee the day to day operations of the programs that make up the Cocoa Police Athletic League. These programs include, but are not limited to, basketball, bowling, after school programs, and the Youth Development Council. City staff is seeking to continue supporting the operation of the Alliance for Neighborhood Restoration programs and to retain staff, who are responsible for running the programs for our at-risk youth. These programs and services provided to the community are essential to our crime prevention efforts, specially focused on at-risk youth. This contract is from October 1, 2025 to September 30, 2026 pending final approval of the Fiscal Year 2026 budget.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement
Public Safety/Community Standards

BUDGETARY IMPACT:

Staff are currently in the budget process and have budgeted for this Municipal Services Agreement accordingly, pending adoption of the FY2026 budget.

Amount Requested \$63,617
Account Number 001-2100-521.34-00
Account Name Contract Services

PREVIOUS ACTION:

City Council has previously approved similar agenda items.

RECOMMENDED MOTION:

Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for FY2026, pending the final adoption of the City of Cocoa FY2026 budget.

MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, _____,

by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation ("**City**") and the **ALLIANCE FOR NEIGHBORHOOD RESTORATION OF BREVARD, INC.**, a Florida nonprofit corporation ("Service Provider").

RECITALS:

WHEREAS, the Service Provider is a not for profit Florida corporation, which is actively involved in assisting the City of Cocoa Police Department in implementing innovative programs and strategies that address the needs of the residents of the City of Cocoa; and

WHEREAS, Service Provider also desires to assist the City with the Cocoa Police Athletic League for the benefit of the children of Cocoa; and

WHEREAS, the services provided by Service Provider have been instrumental in assisting the Cocoa Police Department deter gang participation, substance abuse and criminal activities and have helped facilitate better relations between the Cocoa Police Department and neighborhood residents; and

WHEREAS, the Service Provider is a not for profit community service organization located within the City of Cocoa; and

WHEREAS, the City Council believes the programs and services to be provided through Service Provider will continue to benefit all residents of the City and desires to continue the established programs that are focused on assisting the City's at risk-youth; and

WHEREAS, the Service Provider has requested a contribution from the City to offset the costs associated with providing the programs and services necessary to meet the needs and desires of the residents of the City; and

WHEREAS, the parties agree that the funds provided herein are for the sole purpose of serving the paramount public purpose of deterring gang-related activities, substance abuse, and other criminal activities within the City of Cocoa and to eliminate and reduce other negative factors that adversely affect the quality of life including, but not limited to, slum and blight; and

WHEREAS, the parties recognize this Agreement is necessary to ensure that the funds provided by the City to the Service Provider ultimately serve the aforesaid paramount public purpose; and

WHEREAS, the parties agree that the services provided by the Service Provider hereunder are for the benefit of the public health, safety, welfare, convenience and morals of the citizens of the City of Cocoa.

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NOW THEREFORE, in consideration of the mutual promises and covenants herein, and other good and valuable consideration which the parties agree has been exchanged and received the parties agree as follows:

1.0 **Recitals**. The foregoing recitals are deemed to be true and accurate and are fully incorporated herein by this reference.

2.0 **Definitions**. For purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise:

(a) "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Service Provider to provide the Municipal Services stated herein using the funds provided in paragraph 4.0.

(b) "City" is the City of Cocoa, Florida, a Florida Municipal Corporation.

(c) "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, whichever is later, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not be effective against any party until said date.

(d) "Funds" shall mean the monies paid by the City to the Service Provider in accordance with paragraph 4.0 of this Agreement.

(e) "Public-Record" is as described in Section 119.011(1), Florida Statutes.

(f) "Service Provider" is the Alliance for Neighborhood Restoration of Brevard, Inc., a Florida non-profit corporation.

(g) "Work" or "Municipal Services" shall be used interchangeably and shall refer to the performance of the services outlined in paragraph 5.0 of this Agreement.

(h) "Wrongfully Expended Funds" is defined in paragraph 15.0 of this Agreement.

3.0 **Engagement: Term of Agreement**. The City hereby engages the Service Provider and the Service Provider agrees to perform the Municipal Services outlined in paragraph 5.0 of this Agreement and under the terms and conditions herein. The Term of this Agreement shall commence on October 1, 2025 and shall end on September 30, 2026.

4.0 **Payment of Funds**. The City agrees to pay the Service Provider a maximum of sixty-three Thousand, Seven-Hundred and Seventeen and 00/100 Dollars (\$63,617.00) annually during the term of this Agreement. Payment shall be made in maximum, monthly installments of Five Thousand, Three-Hundred One Dollars and 41/100 Dollars (\$5,301.41) depending on the Service Provider's performance under this Agreement and depending on the Service Provider's financial needs which are necessary to perform the services provided hereunder. The City shall be sole judge, in good faith, of Service Provider's performance and financial needs required under this Agreement and any payment made by the City under this Agreement shall be at the City's sole discretion. Funding shall be determined based

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on the monthly reports prepared and provided by the Service Provider pursuant to paragraph 7.0 of this Agreement. Notwithstanding the City's commitment to the Service Provider hereunder, the source of such monies will lawfully be made from fund budgeted and appropriated for such purpose during the City's current fiscal year. Should the City fail to budget, appropriate or otherwise make available funds to fulfill its obligation under this Agreement, this Agreement shall be deemed terminated at the end of the then current term. The City agrees to provide the Service Provider with notice of non-appropriation at its earliest opportunity.

Unless otherwise specifically agreed in writing by the City, there shall be no other funds paid to the Service Provider for the performance of the work under this Agreement.

5.0 **Municipal Services.** In consideration of the Funds provided hereunder, the Service Provider agrees to perform the following municipal services;

5.1 Organize and coordinate anti-gang, gun reduction activities including community outreach.

5.2 Continue to use the community resource trailer stand in cooperation and collaboration with the Cocoa Police Department to facilitate community relations and engagement with the citizens of the City of Cocoa.

5.3 Use the PAL Center as a drug-free area for educational, cultural and anti-gang, anti-drug activities where role playing, small group sessions, lectures, meetings and seminars on drug abuse may be held.

5.4 In partnership with the City of Cocoa and the Cocoa Police Department, host a Drug-Free Youth Summit and plan and coordinate a National Night Out.

5.5 Lead the Cocoa Police Athletic League in partnership with the City of Cocoa through the following events: Youth Directors Council, Basketball, Character Education, and other similar Pal-related activities.

5.6 Research, identify and secure additional outside funding sources for the purposes of sustaining and continuing the Municipal Services in the City of Cocoa.

5.7 Upon mutual agreement in writing, any other related services consistent with the municipal purpose stated hereunder.

6.0 **Professionalism and Standard of Care.** The Service Provider shall perform and carry out in a professional manner, all Municipal Services required to be performed by this Agreement. Service Provider shall also use the degree of care and skill in performing the Municipal Services that are ordinarily exercised under similar circumstances by reputable members of Service Provider's profession working in the same or similar locality as Service provider.

7.0 **Submittal of Progress Reports.** On a monthly basis, the Service Provider shall submit to the City a written progress report as to the status of all Municipal Services set forth in this Agreement,

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the success of the project, the monthly financial needs of the Service Provider, and the steps the Service Provider has taken to research, identify and secure additional outside funding sources. The report shall in a sufficient manner demonstrate the need for monthly funds under this Agreement and shall demonstrate that any funds expended were used to provide Municipal Services to the residents of Cocoa. If the detail is not sufficient in the City Manager's reasonable discretion to permit the City to determine the Municipal Services performed or the manner in which it is being performed, the City may seek more detail from the Service Provider.

8.0 Warranty of Professional Services. The Service Provider (for itself and any of its employees, Service Providers, partners, and agents used to perform the Municipal Services) hereby warrants unto the City that all of its employees (and those of any of its Service Providers, partners, and agents used to perform the Municipal Services) have sufficient experience to properly complete the Municipal Services specified herein or as may be performed pursuant to this Agreement. In pursuit of any Municipal Services, the Service Provider shall supervise and direct the Municipal Services, using its best skill and attention and shall enforce strict discipline and good order among its employees. The Service Provider shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority hearing on the performance of the Municipal Services.

9.0 Work is a Private Undertaking. With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the City and Service Provider is such that the Service Provider is an independent Service Provider and not an agent of the City. The Service Provider, its Service Providers, partners, agents, and their employees are independent Service Providers and not employees of the City. Nothing in this Agreement shall be interpreted to establish a relationship other than that of an independent Service Provider, between the City, on one hand, and the Service Provider, its Service Providers, partners, employees, or agents, during or after the performance of the Work under this Agreement.

10.0 Compliance Monitoring. Service Provider agrees that City control and monitoring of the Funds being provided hereunder is necessary to insure that the Service Provider is expending said Funds in furtherance of the public purposes declared by the City under this Agreement.

11.0 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Service Provider agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Service Provider related to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or Service Provider; provided, to the extent allowed by law, that the foregoing shall not include 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) which relate to Service Provider's business generally and do not specifically relate to

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the services provided to the City under this Agreement. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Service Provider are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

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

Service Provider is required to and agrees to comply with public records laws. Service Provider shall keep and maintain all public records required by the City to perform the services as agreed to herein. Service Provider shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Service Provider shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Service Provider shall transfer to the City, at no cost, all public records in possession of the Service Provider, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Service Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, Service Provider shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City; provided that nothing in this section shall require Service Provider to grant direct access (i.e., password protected access) to its proprietary computer systems to the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Service Provider of the request and the Service Provider shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time; provided that nothing in this section shall require Service Provider to grant direct access (i.e. password protected access) to its proprietary computer systems. If the Service Provider does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Service Provider acknowledges that if the Service Provider does not provide the public records to the City within a reasonable time, Service Provider may be subject to penalties under Section 119.10, Florida Statutes. Service Provider acknowledges that if a civil action is filed against 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

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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 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.

12.0 Audit and Inspections. All the Service Provider's records with respect to any matters covered by this Agreement shall be made available to the City, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Service Provider within thirty (30) days after receipt by the Service Provider. Failure of the Service Provider to comply with the above audit requirements will constitute a material breach of this Agreement and may result, at the sole discretion of the City, in the withholding of future Funds or the immediate return to the City the Funds provided by this Agreement.

13.0 Civil Rights. The Service Provider agrees to comply with any and all federal, state and local civil rights laws, including, but not limited to Title VI of the Civil Rights Act of 1964 as amended; Title VII of Civil Rights Act of 1968 as amended; Section 109 of Title I of the Housing and Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age and Discrimination Act of 1975; Executive Order 11063; and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

14.0 Nondiscrimination. The Service Provider will not discriminate against any employee, applicant for employment, clients, or service beneficiaries because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to providing Municipal Services under this Agreement. The Service Provider will take affirmative action to insure that all employment practices and assistance to clients are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Service provided setting forth the provisions of this nondiscrimination clause.

15.0 Representation and Warranties. Service Provider represents and warrants that it shall use all Funds received from the City under this Agreement for the sole purpose of performing the Municipal Services provided in paragraph 5.0 herein. In the event the Service Provider fails to expend such Funds

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for said purpose (Wrongfully Expended Funds), the Service Provider shall fully reimburse the City the Wrongfully Expended plus interest calculated at maximum rate allowable under Florida Law per annum.

If the City must take any legal action to collect any Wrongfully Expended Funds, the Service Provider shall be liable for all costs incurred by the City to collect such Funds, including, but not limited to, reasonable attorney's fees, filing fees and other costs.

16.0 **Severability**. Should any paragraph or any part of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other paragraph or any part of any paragraph in this Agreement.

17.0 **Choice of Law: Venue**. This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such State shall govern the validity and interpretation of this Agreement and the performance due hereunder.

The parties agree that venue shall be exclusively in Brevard County, Florida, for all State Court Actions or disputes which arise out of or based upon this Agreement, and in Orlando, Florida for all Federal Court actions or disputes which arise out of or are based upon this Agreement.

18.0 **Integration; Modification**. The drafting, execution, and delivery of this Agreement by the Parties have been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

19.0 **Attorney's Fees**. Should either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

20.0 **Headings**. All headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

21.0 **Waiver**. Any waiver by City of any breach or violation of the Service Provider's obligations under this Agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violation.

22.0 **Corporate Representations**. Service Provider makes the following representations to the City:

22.1 Service Provider is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the functions, responsibilities, and obligations in this Agreement.

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22.2 The undersigned signatory for the Service Provider has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by the Service Provider has been duly authorized by the Board of Directors and/or the President of the Service Provider. In support of said representation, the Service Provider agrees to provide a copy to the City of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

23.0 **No Joint Venture.** No provision contained herein shall be construed as creating a joint venture between the parties.

24.0 **City's Right of Inspection.** The City is hereby granted the right of entry onto the Service Provider's property used to perform the Municipal Services for purposes of determining the Service Provider's compliance with this Agreement. The Service Provider hereby agrees to fully cooperate with the City in permitting the City to conduct said inspections.

25.0 **Notices.** Communications and details concerning this Agreement shall be directed to the following contact representatives:

ATTN: City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922
321-433-8680

ATTN: Delores McLaughlin
P.O. Box 727
Cocoa, FL 32922
321-504-9595

Anthony A. Garganese, City Attorney
Garganese, Weiss, & D'Agresta, P.A
P. O. Box 2873
Orlando, FL 32802-2873
(407) 425-9566

The foregoing addresses and representatives may be amended by any party at any time during the term of this Agreement by providing the other party written notice of said amendment.

26.0 **Time of Performance/Term.** Time is of the essence under this Agreement. Municipal Services provided by the Service Provider shall begin immediately upon execution of this Agreement. If the Service Provider has failed to expend all the Funds appropriated within the Term of this Agreement, the City, at its sole discretion, may require the Service Provider to immediately return to the City any and all Funds not properly expended or extend the term of this Agreement to allow the Service Provider additional time to properly expend the Funds pursuant to this Agreement.

Paragraphs 5.0, 11.0, 12.0, 26.0, 28.0, and 33.0 shall survive the termination of this Agreement.

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27.0 Termination. Either party may terminate this Agreement for convenience with at least three (3) days written notice to the other party. If this Agreement is terminated for convenience, the Funds provided under Paragraph 4.0 shall be considered earned up to the date of termination on a pro-rated basis. The Service Provider shall return the pro-rated remaining Funds to the City within seven (7) days of termination of this Agreement. In addition, the City may terminate this Agreement for cause if the Service Provider materially fails to comply with any term of this Agreement or discontinues (in the sole opinion of the City) providing the Municipal Services while Funds have not been completely and properly expended or through the non-appropriation of funds. In such case, where the Agreement is to be terminated for cause (other than non-appropriation of funds), the City shall provide the Service Provider with at least thirty (30) days written notice to cure the default prior to termination. If the default has not been cured to the satisfaction of the City, within the thirty (30) days, termination shall be effective on the thirty-first (31st) day, without further action of the City. If the City terminates this Agreement for cause, it can elect any remedy provided by law, including, but not limited to, immediately requiring repayment of any and all of the Funds provided in Paragraph 4.0 herein. In addition, the City may declare the Service Provider ineligible for any further participation in any future Fund which are provided by the City for Municipal Services or other similar funds or grants provided by the City.

28.0 Indemnification and Hold Harmless. For all Municipal Services And Work performed pursuant to this Agreement, the Service Provider agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its employees, attorneys and officers, from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from, or out of the following: (a) the acts, errors, omissions, international or otherwise, arising out of or resulting from the Service Provider's and its employees, partners, Service Providers, and agents performance of the Municipal Services and Work being performed under this Agreement; (b) the Service Provider's, and its employees, partners, Service Providers, and agents failure to comply with the provisions of any federal, state or local laws, ordinance, or regulations applicable to the Service Provider's and its employees, partners, Service Providers, and agents performance under this Agreement; (c) any fraud and misrepresentation conducted by the Service Provider and its employees, partners, Service Providers, and agents in obtaining the Funds provided under this Agreement; (d) the Service Provider's and its employees, partners, Service Providers, and agents failure to properly expend the Funds pursuant to this Agreement

The indemnification provided above shall obligate the Service Provider to defend at its own expense or to provide for such defense, at the option of the City, any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers which may result from the Municipal Services and Work performed under this Agreement whether the Municipal Services and Work are performed by the Service Providers, its employees, Service Providers, partners, and agents or anyone directly or indirectly employed by the Service Provider. In all events, the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with the indemnification provided herein.

29.0 Assignment. This Agreement shall not be assigned by the Service Provider.

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30.0 **Bankruptcy.** The Service Provider hereby warrants and guarantees unto the City that it has not filed for bankruptcy or is subject to appointment of a receiver as of the Effective Date hereof. If the Service Provider has filed or files for bankruptcy, should be adjudged bankrupt, is subject to appointment of a receiver, or makes a general assignment for the benefit of creditors, the City, upon not less than three (3) days written notice to the Service Providers, without prejudice to other remedies or rights that the City may have, may terminate this Agreement and require immediate repayment of Funds not expended by the Service Provider pursuant to this Agreement or Wrongfully Expended Funds.

31.0 **No City Obligation for Future Funds.** No provision in this Agreement shall be construed as requiring the City to provide additional funds for Municipal Services in the future, other than as specifically provided herein.

32.0 **Insurance Requirements.** During the Term of this Agreement, the Service Provider shall maintain, at its own expense, the following insurance coverage:

32.1 *Worker's compensation insurance* in accordance with the applicable provisions of Florida law.

32.2 *Professional liability insurance* for all corporate officers and directors of the Service Provider with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.

32.3 *Commercial general liability insurance* with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.

32.4 *Automobile liability insurance* in an amount not less than \$250,000 for injuries to any one (1) person, \$250,000 on account of any one (1) accident, and in an amount of not less than \$250,000 for property damage.

Service Provider shall provide a copy of all insurance certificates to the City prior to receiving the payment of Funds from the City. Should the Service Provider fail to provide the insurance certificates or fails to obtain coverage in the aforementioned amounts, the City shall have the right to suspend the payment of the Funds until such time as the Service Provider complies with the requirements of this Paragraph 32.0 or terminate this Agreement if the Service Provider unreasonable delays compliance.

33.0 **Sovereign Immunity.** Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, *Florida Statutes*, or other limitations imposed on the City's potential liability under State or Federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000), 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

Municipal Services Agreement
City of Cocoa
Alliance for Neighborhood Restoration of Brevard, Inc.

occurrence, exceeds the sum of three hundred thousand dollars (\$300,000). This paragraph shall survive termination of this Agreement.

[Signature Page Follows]

Municipal Services Agreement
City of Cocoa
Alliance for Neighborhood Restoration of Brevard, Inc.

IN WITNESS WHEREOF, this Agreement is entered into as of the day and year the last party signs this Agreement as stated below.

WITNESS:

**ALLIANCE FOR NEIGHBORHOOD
RESTORATION OF BREVARD, INC.**

Print Name: _____

By: _____

Date: _____

ATTEST:

CITY OF COCOA:

Monica Arsenault, City Clerk, CMC

Date: _____

By: Michael Blake, Mayor

Municipal Services Agreement
City of Cocoa
Alliance for Neighborhood Restoration of Brevard, Inc.

CITY COUNCIL AGENDA ITEM

Memo Date: August 18, 2025
Agenda Date: September 9, 2025
File ID: 2025-837
Prepared By: Melinda Keesee, Field Operations Technician
Through: Donnie Howard, Asst. WFO Manager
Requested Action: Approve a Fiscal Year 2026 Task Order No. 2026-58 with Jacobs Engineering, Inc., in the amount of \$224,976, to Provide Assistance with Project and Asset Management, Contractor Coordination and Documentation, Data Management and Quality Control, and Strategic Planning for Water Field Operations and the Cross-Connection Control Program subject to the adoption of the Fiscal Year 2026 Budget.

BACKGROUND:

Since 2010, the Utilities Department has successfully implemented several proactive infrastructure condition assessment programs including a valve and hydrant assessment & replacement program, Cross-Connection Control (CCC) inspection/testing/replacement program, and pipeline condition assessment projects.

These programs have provided comprehensive data critical to the successful implementation of proactive asset management programs managed by the Water Field Operations (WFO) division.

Due to the scope and complexity of these perpetual infrastructure assessment and repair/replacement programs, the Utilities Department has requested that Jacobs Engineering, Inc. continue to augment City staff in the form of project and asset management assistance, contractor coordination and documentation of activities, data management and quality control assistance (including review of contractor submitted data and invoices), long-term strategic planning, and safety.

Proposed Task Order No. 2026-58 covers the period from October 1, 2025 through September 30, 2026 with the following engineering services:

Task 1 - WFO & CCC Project Management and Asset Management Assistance

Jacobs will provide project management assistance in the form of documentation of asset management activities performed by WFO Staff, assistance with uploading of distribution system improvements to the GIS database, monitoring of existing and new outside vendors/contractors' activities, and the collection/transfer of information and data to City personnel and GIS database.

In addition, Jacobs will meet with WFO personnel to review internal field activities including assessments, replacements, and improvements of potable water distribution assets.

Task 2 – Cross-Connection Control (CCC) Program (Project WS13BC)

Jacobs will meet with Water Field Operations (WFO) personnel and the CCC Program Contractor to update progress in surveying, testing, repairing, and replacing commercial and residential backflow devices. Jacobs will review Contractor submitted data to verify accuracy and thoroughness and to ensure the proper formatting of data for uploading to the City's GIS database.

Staff recommends the approval of Jacobs Engineering, Inc Task Order No. 2026-58 in the amount of \$224,976 (pending approval of the FY 2026 budget).

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted Yes

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

Amount Requested: \$224,976

Account Number: 421-4025-536.31-03

Account Name: Engineering Services

PREVIOUS ACTION:

On February 26, 2020 City Council approved Task Order 2020-02 with Jacobs to assist with contractor oversight, quality control, public relations, and data management for the Cross Connection Control Program.

On February 26, 2020 City Council approved Task Order 2020-05 with Jacobs to provide services to the City's personnel on Repair and Maintenance (R&M) projects in the form of additional project management assistance, contractor monitoring and documentation of activities, data management, and quality control assistance for R&M Programs.

On October 13, 2020 City Council approved Task Order 2021-16 with Jacobs Engineering to Provide Assistance with Project Management, Contractor Monitoring, Data Management, Quality Control and the Cross Connection Control Program (Project No. WS13BC).

On September 14, 2021 City Council approved Task Order 2022-18 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project Management, Contractor Monitoring, Data Management, Quality Control and the Cross Connection Control Program, Project No. WS13BC.

On September 13, 2022 City Council approved Task Order 2023-30 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project Management, Contractor Monitoring, Data Management, Quality Control and the Cross-Connection Control Program.

On September 12, 2023 City Council approved Task Order No. 2024-34 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project and Asset Management, Contractor Coordination and Documentation, Data Management and Quality Control, and Strategic Planning for Water Field Operations and the Cross-Connection Control Program.

On September 245, 2024 City Council approved Task Order No. 2025-44 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project and Asset Management, Contractor Coordination and Documentation, Data Management and Quality Control, and Strategic Planning for Water Field Operations and the Cross-Connection Control Program.

RECOMMENDED MOTION:

Approve a Fiscal Year 2026 Task Order No. 2026-58 with Jacobs Engineering, Inc., in the amount of \$224,976, to Provide Assistance with Project and Asset Management, Contractor Coordination and Documentation, Data Management and Quality Control, and Strategic Planning for Water Field Operations and the Cross-Connection Control Program subject to the adoption of the Fiscal Year 2026 Budget.

Task Order Request Form

P-Form 2021.09 Revised
07/14/2023

Consulting Services for Water Supply, Treatment, Transmission & Distribution

2026-58

Name of CSA (Continuing Service Agreement)

TASK ORDER NUMBER

Date: 08/15/25 City Bid Number: RFQ-20-03-COC AMOUNT: \$ 224,976.00

Vendor Name: Jacobs Engineering Group Quote/Proposal Number: 2026-58

Dept. Number/Division Name: 4025 / WFO

Project Name: WFO Support / CCC Support Project Number: WS13BC

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : Requested Amendment Amount:

Original Task Order Amount: Total Revised Amount including all Amendments:

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

Since 2010, the City of Cocoa Utilities Department has successfully implemented the following programs: Valve and Hydrant Assessment Program, Valve Replacement Program, Cross Connection Control (CCC) Program, Pipe Assessment/Repair Program and Water Quality Coordination and Support Services. These programs provide data critical to the successful implementation of a proactive asset management team within Water Field Operations (WFO). Task 1 will provide WFO & CCC Project Management and Asset Management Assistance. Task 2 will provide City personnel with CCC Contractor Coordination and Documentation, Data Management and Quality Control, Strategic Planning, and Safety. This task order will cover services in FY2026.

Design is Construction Related: ☐ YES ☒ NO ☐ N/A Good Faith Estimate of Construction Value: ☐ YES ☐ NO ☒ N/A
Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☐ NO ☒ N/A
Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

Melinda Keesee Digitally signed by Melinda Keesee
Date: 2025.08.18 09:26:22 -04'00'

Requestor

John "Jack" Walsh Digitally signed by John "Jack" Walsh
Date: 2025.08.18 10:49:50 -04'00'

Department Director

***** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY *****

Task Order : ☒ Approved ☐ Disapproved Refer to this Task # on all documentation: 2026-58
Council Approval Required: ☒ YES ☐ NO

Reason
Disapproved:

Brian Dale Digitally signed by Brian Dale
Date: 2025.08.20 11:29:15 -04'00'

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed \$75K)

Mayor (Purchases that exceed \$75K)

- 1) Requestor: Completes form and forwards all supporting documentation to Department Director.
- 2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)
- 3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.
- 4) Purchasing Manager reviews and approves, uploads approved Task Order Form.
- 5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding \$75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over \$75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.
- 6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

City of Cocoa Task Order 2026-58 FY26 Water Field Operations (WFO) Division and Cross Connection Control (CCC) Support

Services proposed by Jacobs Engineering Group Inc. (JACOBS) in this Task Order will be performed in accordance with the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa on February 5, 2020, and second Amendment dated July 23, 2024.

Background

Over the past few years, the City of Cocoa Utilities Department has successfully implemented programs such as the Valve and Hydrant Assessment Program, Valve Replacement Program, Cross Connection Control (CCC) Program, and Water Quality Coordination and Support Services. These programs provide data critical to the successful implementation of a proactive asset management team within Water Field Operations (WFO).

This task order will provide services to the City's personnel on Repair and Maintenance (R&M) projects in the form of additional project management assistance, Contractor monitoring and documentation of activities, data management, quality control assistance for R&M Programs, and will assist with Contractor oversight, quality control, public relations, and data management for the CCC Program.

Scope of Services

JACOBS will assist WFO staff in asset replacement activities, scoping and, organizing and utilizing asset data, providing technical evaluations and studies for future distribution system improvements, and recommendations for increasing staff collaboration and interactions. The services under this Task Order will include providing project and asset information management assistance and Contractor oversight, quality control, public relations, and data management for the CCC Program.

Following is a detailed description of each task including key assumptions made in the development of the scope and level of effort.

Task 1 WFO & CCC Project Management and Asset Management Assistance

JACOBS will provide project management assistance in the form of documentation of asset management activities performed by WFO Staff, assistance with uploading of distribution system improvements to the GIS database, monitoring of existing and new outside vendors/contractors' activities, and collection and transfer of information and data to City personnel and GIS database. This task will also include status updates, meeting coordination, and data management. JACOBS will also provide project management assistance in the form of coordinating and monitoring monthly CCC Program progress meetings, responding to Contractor questions, monitoring Contractor activities, and assisting in FY26 planning. This task will also include invoicing, status updates, and administrative assistance.

JACOBS will meet with WFO personnel to review internal field activities including assessments, replacements, and improvements of distribution assets. These meetings will include documentation of information regarding:

1. Recommended replacement/improvements of valves, hydrants, and pipelines, including assets that require further WFO investigations.
2. Which assets might be repaired or replaced by City personnel.
3. Which assets should be replaced by a licensed Contractor.

After each meeting, JACOBS will document the results of ongoing and completed field investigations, decisions on dispositions of assets, and a list of required updates to the Utilities' asset databases. One meeting every month is anticipated.

JACOBS will provide as-needed GIS and information management support services to field operations staff. Types of support activities for field operations staff may include but is not limited to: GIS map production to support operational activities and Emergency events (hurricane valve operations and post hurricane program management activities), GIS data creation and maintenance to support programs in WFO (XC2 replacement activity and infraMAP field application), and GIS tasks related to data QA QC activities (compare and validate vendor supplied data from programs).

JACOBS will provide assistance to City Staff in implementation of asset management software and assist with data transfer from the existing software system, report writing, Contractor training, data updates, and database management.

JACOBS will continue their assistance to WFO Staff in implementing the quality control processes for activities associated with distribution system asset replacement and/or repair. The processes will include technical guidance to WFO Staff on development of standard operating procedures, review of design documents, oversight and electronic documentation of field activities, use of work plans and scopes for distribution system improvements, engineering oversight and review of invoices. JACOBS will provide assistance in the quality control processes.

Task 2 – Cross Connection Control Program

Contractor Coordination and Documentation

JACOBS will meet with Water Field Operations (WFO) personnel and the CCC Program Contractor to update progress in surveying, testing, repairing, and replacing commercial and residential CCC devices. JACOBS will provide coordination, agendas, and documentation of all meetings. One meeting each month is anticipated.

This task also includes assistance in documenting customer interactions with CCC Contractor staff. JACOBS will assist Utilities Staff with public notifications and updates. In addition, JACOBS will provide coordination with the Contractor concerning daily field activities, unusual field discoveries, equipment needs, and miscellaneous assistance.

Data Management and Quality Control

JACOBS will review Contractor submitted data in order to verify accuracy and thoroughness of data and to ensure proper formatting of data for uploading to the City's GIS database. Contractor invoices will be reviewed against the Contractor approved data for verification of accepted quantities. JACOBS will coordinate with the Contractor to correct any deficiencies or discrepancies in data or invoicing prior to submittal to the City.

JACOBS will document and coordinate field activities required by WFO Staff to address anomalies and provide field review of CCC Contractor's data. In addition, JACOBS will document any inconsistencies found in the City's CCC database, as determined in the field, and coordinate with City Staff on possible solutions and the documentation of any data update processes. JACOBS Staff will provide a monthly report summarizing CCC Program activities and statistics.

Strategic Planning

JACOBS will assist City Staff with the planning and implementation of the long-term strategic plan for the CCC Program. JACOBS will assist the City in determining projects, process improvements, and resources required for the implementation of a comprehensive CCC Program. JACOBS will provide coordination and documentation of all planning activities and vendor interactions.

Safety

JACOBS and JACOBS' personnel have no authority to exercise any control over any contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the contractor(s) or other entity or any other persons at the site except JACOBS' own personnel.

Assumptions

JACOBS will reasonably rely upon accuracy, and completeness of the information/data provided by the City or other third parties.

Any review by JACOBS of designs or work product prepared by a third-party shall be for general conformance with the design intent, drawings and specifications but not a complete review of all design details and calculations. The Designer and their design professionals shall remain responsible for the accuracy and completeness of their design and construction documents. Jacobs does not assume any liability for work product(s) prepared by third parties, including but not limited to design and related work and makes no representation or warranty regarding same.

JACOBS Quality Control services are in an advisory role only and offered for the City's consideration. Jacobs does not assume any liability associated with the City's staff in the execution of their work.

Schedule

This task will begin on October 1, 2025 or upon City Council approval, whichever is later, and continue through September 30, 2026.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized in Table 1 below by task.

Table 1 Summary of Compensation

Task	Hours	Fee
TASK 1 WFO & CCC Project and Asset Management Assistance	1,048	\$176,234
TASK 2 Cross Connection Control Program	306	\$48,522
EXPENSES & SUBCONSULTANTS	N/ A	\$220
Grand Total	1,356	\$224,976

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As projects scopes are better defined actual levels of effort required and associated fees might differ and require coordination between JACOBS and the City.

Acceptance

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

Approved for City of Cocoa

Accepted for JACOBS Engineering Group Inc

By _____

By _____

Title _____

Title _____

Date _____

Date _____



Purchasing

65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
2nd AMENDMENT
JACOBS ENGINEERING GROUP INC.

This SECOND Amendment to the Continuing Services Agreement entered on February 5, 2020, for engineering, design and permitting services is made between the City of Cocoa and Jacobs Engineering Group Inc.

The Parties desire to amend the Agreement as follows:

- A. The Term is extended through February 4, 2027, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the second of two renewal options available.
- B. This Amendment increases the cost limitation in Section 2.5 of the Agreement in accordance with the newly amended Consultants' Competitive Negotiation Act (CCNA). The contractual cost limitations are based on Florida Statutes § 287.055, the CCNA. The Florida Legislature has recently amended the CCNA, increasing the cost limitation effective July 1, 2024. Under the newly amended CCNA, the maximum cost for each individual project procured pursuant to the CCNA has risen to \$7.5 Million, plus an annual increase based on the Consumer Price Index (CPI). Accordingly, Section 2.5 of the Agreement is stricken in its entirety and replaced with the following:

No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding the thresholds outlined in the Consultants' Competitive Negotiation Act, Florida Statutes § 287.055, ("CCNA"), may be the subject of a Task Order under this Agreement.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Second Amendment to the Continuing Services Agreement.

Jacobs Engineering Group Inc.

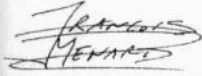
CITY OF COCOA

By: Francois Didier Menard, PE
(Print Name)

By: Michael C. Blake
(Print Name)

Vice President

(Title)

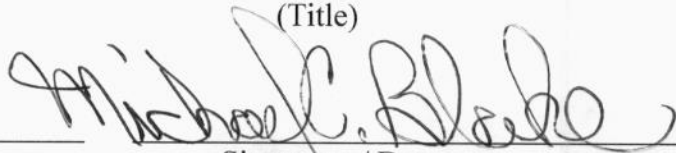


Signature / Date

07/23/2024

Mayor

(Title)



Signature / Date

Attest:



Monica Arsenault, City Clerk

CC: Monica Arsenault, City Clerk
Brian Dale, Purchasing Manager
Jack Walsh, Director, Utilities



Purchasing

65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
1st AMENDMENT
JACOBS ENGINEERING GROUP INC.

This FIRST Amendment to the Continuing Services Agreement entered on February 5, 2020 for engineering, design and permitting services is made between the City of Cocoa and Jacobs Engineering Group Inc.

The Parties desire to amend the Agreement as follows:

- A. The Term is extended through February 4, 2025, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the first of two renewal options available.
- B. This Amendment increases the cost limitation in Section 2.5 of the Agreement to \$4 million in accordance with the amended Consultants' Competitive Negotiation Act (CCNA). Section 2.5 of the agreement states, "No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding \$2 Million may be the subject of a Task Order under this Agreement." This cost limitation was based on Florida Statute, Title XIX, 287.055, the CCNA. The Florida Legislature has since amended the CCNA, increasing the cost limitation effective July 1, 2020.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this First Amendment to the Continuing Services Agreement.

Jacobs Engineering Group Inc.

CITY OF COCOA

By: Francois Didier Menard, PE
(Print Name)

By: Michael C. Blake
(Print Name)

Vice President
(Title)

Mayor
(Title)

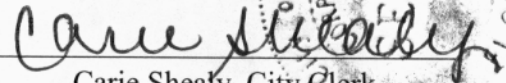
10/28/2022

Signature / Date

12/13/2022

Signature / Date

Attest:


Carrie Shealy, City Clerk



CC: Carrie Shealy, City Clerk
Brian Dale, Purchasing / Contracts Division Manager
Jack Walsh, Director, Utilities

Approved by Council 11/13/19
IX.3 (Authorize CM&Attorney)
to Negotiate & Execute Agreement

AGREEMENT FOR CONTINUING ENGINEERING SERVICES FOR WATER SYSTEM

THIS AGREEMENT is made and entered this 5th day of February 2020, by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **JACOBS ENGINEERING GROUP INC.**, a Delaware corporation authorized to do business in the State of Florida ("Engineer"), whose principal address is 1999 Bryan Street, Dallas, TX 75201.

WITNESSETH:

WHEREAS, the City has a need to obtain engineering, design and permitting services from time to time for projects related to the City's water system on an as-needed, task - oriented basis; and

WHEREAS, the City has followed the selection and negotiation process set forth in the Florida's Engineers' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, the Engineer participated in the selection and negotiation process; and

WHEREAS, the Engineer is willing to provide such engineering, design and permitting services to the City under the terms and conditions stated herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional two (2) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering, design and permitting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

Agreement for Continuing Engineering Services for Water System
City of Cocoa / Jacobs Engineering, Inc.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Engineer" shall mean Jacobs Engineering Group Inc. and its principals, employees and resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in section 119.011(12), Florida Statutes, as may be amended.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by the Engineer or Engineer's independent professional associates and Engineers which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, as may be amended or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by the Engineer under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Engineer and the Engineer agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of the Engineer to perform engineering, design and permitting services on a "task" basis. The City will communicate with the Engineer, verbally or in writing, a general description of the task to be performed. If a site visit by the Engineer is needed to generate the scope of document, the Engineer shall request approval prior to visiting the site. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as Exhibit "A," and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City reserves the right, at its discretion, to

consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal.

The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description, cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order." The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering, design and permitting services for any City water system project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Engineer shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for professional services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

2.3 The Engineer may be asked to perform any engineering services related to the Water System. The Services may include, but are not limited to, the following:

1. Engineering Design Services to include design submittals, specification development, permitting, and Engineer of Record services;
2. Bidding Support Services;
3. Construction Phase Services including; shop drawing and submittal review, responses to requests for information, and progress meeting attendance/management, periodic site visits, testing, Certification of Construction, Record Drawings, Resident Engineer (if required), Construction Management and Inspection, startup assistance/training, and the use of alternative project delivery methods;
4. Cost Estimating Services;
5. Design, support, and implementation for Supervisory Control and Data Acquisition (SCADA) and other Instrumentation and Controls (I&C) infrastructure per the City's Control Systems Configuration Standards. The Dyal Plant is currently using Wonderware for their SCADA platform;
6. Design and management support of repair and maintenance projects for the Dyal plant, supply, and distribution system;
7. Engineering assessments, including structural, process, hydraulic, pipeline condition, etc.;
8. Permitting assistance including consumptive use permitting, negotiations, and compliance;
9. Environmental impact assessments, including wetlands monitoring, and other environmental assistance;

10. Hydraulic, hydrogeologic, and water quality modeling, calibration and analysis including ground water hydrology, Aquifer Storage and Recovery (ASR) system assistance and well drilling assistance;

11. Planning evaluations and studies including long-term master planning and Capital Improvement Plan (CIP) development, validation, prioritization, scheduling, probable cost determinations and coordination with various planning agencies;

12. Water Quality Monitoring Program management assistance (Technical and regulatory support);

13. Studies related to water treatment and quality;

14. Assistance in regulatory negotiations with the St. Johns River Water Management District, the Florida Department of Environmental Protection, and other regulatory agencies associated with the development and operation of the water system;

15. Asset management and condition assessment assistance including operation and maintenance studies;

16. Information management services including Geographical Information System (GIS), Global Positioning System (GPS), instrumentation, custom programming/software, and other technologies;

17. Security system design, support, and implementation;

18. System optimization assistance including lost water mitigation;

19. Grants assistance and state/federal funding assistance;

20. Engineering evaluation and design of alternative and conventional water supplies, wells, treatment facilities, transmission and distribution system modifications, expansions and other improvements including development of specifications and bench/pilot scale testing when necessary;

21. Reporting assistance to regulatory and other agencies including document preparation, public meetings, and presentations;

22. Program management services, including program management/administration, scheduling, cost control, document control, program website updating, design management, construction project support, and public involvement services in support of the Cocoa Utilities CIP program and repair and maintenance projects for the water system;

23. Services related to the development of the City's project financing and/or budget;

24. Assistance with preparation of information for rate and fee determinations and associated revenue projections;

25. Miscellaneous services including public relations assistance, design review, program management services, financial controls, and easement acquisition services.

2.4 The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Engineer, unless otherwise agreed by the City in writing, are set forth in **Exhibit "A"** and fully incorporated herein by this reference.

2.5 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding \$2 Million may be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 The City may make changes in the Services at any time by giving written notice to the Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, the City and the Engineer will negotiate any change in total cost or schedule modifications. If the City and the Engineer approve any change, the Task Order will be modified in writing to reflect the changes; and the Engineer shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by the City's and the Engineer's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 The Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. The Engineer shall complete all of said services in a timely manner and will keep the City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should the Engineer fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed -upon schedule.

4.2 No extension for completion of services shall be granted to the Engineer without the City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill -timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 General Services. For basic and additional Services performed by the Engineer's principals, employees and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

5.2 Additional Services Performed by Professional Associates and Engineers. For additional Services and Reimbursable Expenses of independent professional associates and Engineers employed by the Engineer to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that billed the Engineer by the independent professional associates and Engineers. Prior to payment by the City, the Engineer shall submit to the City a copy of any written invoice received by the Engineer from all independent professional associates and Engineers which clearly evidences the amount billed by

the independent professional associates and Engineers for additional Services and any Reimbursable Expenses.

5.3 **Witness Services.** For witness services rendered by the Engineer's principals, employees, resident project representatives (and assistants) and independent professional associates and Engineers on behalf of the City in any litigation, arbitration or other legal or interested administrative proceeding in which the City is a named an interested party, the City agrees to pay the Engineer or independent professional associate or Engineer, which is used as a witness, an amount equal to that agreed upon by the party for a particular Task Order.

5.4 **Florida Prompt Payment Act.** Payment shall be due and payable as provided by the Florida Prompt Payment Act Section 218.70 et. seq., Florida Statutes.

5.5 **Miscellaneous.** Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or costs associated with delays caused in whole or in part by the Engineer.

5.6 **Errors and Deficiencies.** The Engineer shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in the Engineer's services provided under this Agreement.

5.7 **Payment Offsets.** To the extent that the Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by the Engineer. Before withholding any payments, the City will provide Engineer with at least five (5) business days' notice to afford Engineer an opportunity to resolve the payment issue to the City's complete satisfaction within said time period.

5.8 **Payment not Waiver.** The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and the Engineer shall remain liable to the City in accordance with applicable law for damages to the City caused by the Engineer's negligent, reckless, or intentionally wrongful performance of any Services provided under this Agreement.

5.9 **Delay Remedy.** The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. The Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. The Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

5.10 **Acceptance of Payment.** Acceptance of final payment by the Engineer for a
Agreement for Continuing Engineering Services for Water System
City of Cocoa / Jacobs Engineering, Inc.

specific Task Order shall constitute a release of all claims for payment which the Engineer may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Engineer prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Engineer or to any remedies the City may pursue with respect to such claims.

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

5.12 Partial Payments. Payment made to the Engineer shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Engineer of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

6.0 RIGHT TO INSPECTION

6.1 The City or its affiliates shall at all times have the right to review or observe the Services performed by the Engineer.

6.2 No inspection, review or observation shall relieve the Engineer of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 The City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. The Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City's Project Manager.

8.0 SAFETY

8.1 The Engineer shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees and resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, the City shall grant the Engineer reasonable

access to the City's premises, records and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, the Engineer shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the amount of \$3,000,000.00 per occurrence and in the aggregate with a deductible not greater than \$50,000.00.

b. General Liability. The Engineer shall maintain comprehensive general liability insurance in the amount of \$1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than \$5,000.00, unless a higher deductible is pre-approved by the City Manager, to protect the Engineer from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

c. Automobile Liability. The Engineer shall maintain comprehensive automobile liability insurance in the amount of \$1,000,000 per occurrence combined single limit for bodily injury, including wrongful death, and 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 Engineer or by anyone directly or indirectly employed by the Engineer.

d. Workers' Compensation. The Engineer shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City

may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type and quality as required by the Agreement.

10.4 Independent Associates and Engineers. All independent associates and Engineers employed by the Engineer to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 The Engineer shall comply with all requirements of federal, state and local laws, rules, regulations, standards and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 The Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. The Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. The Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. The Engineer shall provide the City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of Engineers (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on the Engineer's behalf with respect to the Services. In addition, the Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any

activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes and regulations applicable to the Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by the Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Section 2.2 herein, the Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in the Task Order, that it will investigate the essential requirements of the services required by the Task Order and that it will have sufficient personnel, equipment and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 The Engineer represents that all principals, employees and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 The Engineer guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, the Engineer shall indemnify, hold harmless and defend the City, its officers, directors, employees, agents assigns and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright or trademark resulting from the use of any goods, services or other item provided under this Agreement. Notwithstanding the foregoing, the Engineer may elect to provide non - infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer 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 Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. 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 Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

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

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

14.2. Reuse of Documents. All documents, including but not limited to, drawings, specifications and data or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

14.3. Ownership of Documents. The City and the Engineer agree that upon payment of fees due to the Engineer by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Engineer waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

14.4. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, the Engineer shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to, computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 The Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of the City. Any subcontractors employed by Engineer for any Work required under this Agreement shall require prior written approval from the City, unless previously approved in the Task Order. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

15.2 If upon receiving written approval from the City, any part of this Agreement is subcontracted by the Engineer, the Engineer shall be fully responsible to the City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

15.3 If the City determines that any subcontractor is not performing in accordance with this Agreement, the City shall so notify the Engineer who shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by the Engineer, prior to the commencement of any Work by the subcontractor, the Engineer shall require the subcontractor to provide the City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, the Engineer and any approved subcontractors shall be considered an independent contractor(s) and not an employee(s) of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 In addition to the City's right to terminate this Agreement for convenience under Section 18.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and to rescind all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

a. The Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefore; or

b. The Engineer is adjudicated bankrupt or makes any assignment for the benefit of creditors or the Engineer becomes insolvent, or is unable or unwilling to pay its debts; or

c. The Engineer has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

d. The Engineer has committed any act of fraud upon the City; or

e. The Engineer has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

f. The Engineer has assigned this Agreement or any Task Order without the City's prior written consent.

17.2 Notwithstanding the aforementioned, in the event of a default by the Engineer, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

17.3 In the event of such termination upon default and breach of this Agreement, any completed services performed by the Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Engineer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the amount of damages due to the City from the Engineer can be determined.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, the City may, upon written notice to the Engineer, terminate this Agreement, without penalty, if: (a) the Engineer is in default pursuant to Section 17.0 Default; (b) the Engineer makes a general assignment for the benefit of its creditors; (c) the Engineer fails to comply with any condition or provision of this Agreement; or (d) the Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy the City may have under this Agreement. In addition, either party may terminate for convenience with no penalty at any time upon thirty (30) days advance written notice. In the event of such termination, the City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

18.2 In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

18.3 In the event of termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to the City's affiliates' generating plants, their equipment or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendices and Exhibits attached hereto, constitute the entire agreement between the City and the Engineer with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 The City and the Engineer each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Engineer:

Jacobs Engineering Group Inc.
200 South Orange Avenue
Suite 900
Orlando, FL 32801
Attention: Mr. Didier Menard
Work: (407) 903-5252
Fax: (407) 903-5150

For City:

City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

31.2 Either party may change the notice address by providing the other party written notice of the change.

31.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

32.0 SOVEREIGN IMMUNITY

32.1 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. Engineer agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

33.1 The Engineer hereby represents and warrants to the City the following:

a. The Engineer is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of the Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of the Engineer.

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

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34.1 The Engineer shall indemnify and hold harmless the City, its officers, employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

The Engineer specifically assumes potential liability for actions brought by the Engineer's own employees against the City and, solely for the purpose of this indemnification, the Engineer specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnity provisions set forth in this Section shall survive termination of this Agreement.

34.2 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

34.3 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

34.4 Notwithstanding any other provision of this Agreement, neither party shall have liability to the other for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of either party, their respective employees, or subconsultants.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of the Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make the Engineer or the Engineer's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their

obligations, duties and responsibilities including, but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. The Engineer and the Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the Engineer's own personnel.

35.2 The presence of the Engineer's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). The Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents or for the safety of persons and property during construction which shall remain the sole responsibility of the construction contractor. Engineer will not bear any responsibility or liability for construction contractor's defects or deficiencies or for the failure to so detect. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. The Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision or agency;

b. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

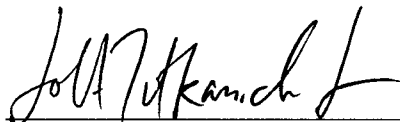
c. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than the Engineer's undersigned representative's execution of the Agreement.

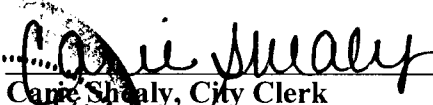
IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CITY OF COCOA


John Titkanich, Jr., City Manager

ATTEST:


Carrie Shaly, City Clerk

ENGINEER:

Jacobs Engineering, Inc. (Firm name)

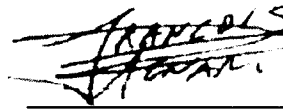

_____, Title
Francois D. Menard, P.E., Vice President



EXHIBIT A
HOURLY RATE SCHEDULE

EXHIBIT "A"**Jacobs Engineering Group Rate Schedule**

Classification	Description	Rate
Engineer 9	Principal	\$235
Engineer 8	Senior Reviewer/Consultant	\$235
Engineer 7	Senior Project Manager	\$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	\$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	\$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	\$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	\$142
Engineer 2	Project Engineer/Scientist/Consultant	\$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	\$110
Engineer 0	Engineering Intern	\$95
Technician 5	Senior Construction Manager/Senior Designer	\$169
Technician 4	Construction Manager/Senior Technician	\$142
Technician 3	Senior Construction Inspector	\$120
Technician 2	Construction Inspector/Technician	\$110
Technician 1	Junior Construction Inspector/Junior Technician	\$85
Technician Aide	Technical Aide	\$80
Office	Office/Project Administration	\$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.
2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.
3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.
4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.
5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.
6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/28/2025

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 LIC #0437153 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071 USA		1-212-948-1306		CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS:		FAX (A/C. No): 1-212-948-1306		
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 555 South Flower Street, Suite 3200 Los Angeles, CA 90071 USA				INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMER INS CO INSURER B: INDEMNITY INS CO OF NORTH AMER INSURER C: INSURER D: INSURER E: INSURER F:				NAIC # 22667 43575

COVERAGES

CERTIFICATE NUMBER: 752003073

REVISION NUMBER:

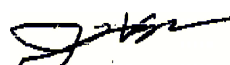
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 ☒ CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			HDO G48977145	07/01/25	07/01/26	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ISA H11371504	07/01/25	07/01/26	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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	N/A	WLR C72792919 (AOS) SCF C72792920 (WI) WCU C72792932 (OH)*	07/01/25 07/01/25 07/01/25	07/01/26 07/01/26 07/01/26	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY			EON G21655065 016	07/01/25	07/01/26	PER CLAIM/PER AGG 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT MGR: Pamela Holcomb. CONTRACT MGR: Jeff Voorhees. RE: Program management, engineering, design and permitting services. CONTRACT END DATE: 2/5/2023. SECTOR: Public. City of Cocoa FL is added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER

City of Cocoa FL 351 Schearer Blvd. Cocoa, FL 32922 USA	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 

CANCELLATION

© 1988-2015 ACORD CORPORATION. All rights reserved.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
05/28/2025

NAME OF INSURED: Jacobs Engineering Group Inc.

Additional Description of Operations/Remarks from Page 1:

Additional Information:

***\$2,000,000 SIR FOR STATE OF: OHIO**

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Solutions Inc.			Endorsement Number 8
Policy Symbol HDO	Policy Number G48977145	Policy Period 07/01/2025 TO 07/01/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B.** The Schedule must be initially provided to us within 15 days after:
 - i. The beginning of the Policy period, if this endorsement is effective as of such date; or
 - ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C.** The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D.** Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E.** We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H.** We may arrange with your representative to send such notice in the event of any such cancellation.
- I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

A handwritten signature in black ink, consisting of stylized, overlapping loops and lines.

Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Solutions Inc.			Endorsement Number 2
Policy Symbol ISA	Policy Number H11371504	Policy Period 07/01/2025 TO 07/01/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B.** The Schedule must be initially provided to us within 15 days after:
 - i. The beginning of the Policy period, if this endorsement is effective as of such date; or
 - ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C.** The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D.** Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E.** We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H.** We may arrange with your representative to send such notice in the event of any such cancellation.
- I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

A handwritten signature in black ink, consisting of stylized, overlapping loops and strokes.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

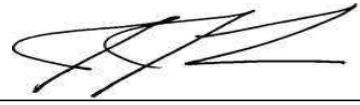
Named Insured JACOBS SOLUTIONS INC. 555 S. FLOWER STREET SUITE 3200 LOS ANGELES CA 90017	Endorsement Number
	Policy Number Symbol: WLR Number: C72792919
Policy Period 07-01-2025 TO 07-01-2026	Effective Date of Endorsement 07-01-2025
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

- A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B.** The Schedule must be initially provided to us within 15 days after:
- The beginning of the Policy period, if this endorsement is effective as of such date; or
 - This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C.** The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D.** Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E.** We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H.** We may arrange with your representative to send such notice in the event of any such cancellation.
- I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This Endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.



Authorized Representative

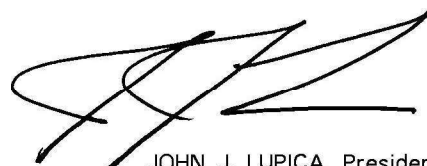
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Jacobs Solutions Inc.			Endorsement Number
Policy Symbol EON	Policy Number G21655065 016	Policy Period 07/01/2025 to 07/01/2026	Effective Date of Endorsement 07/01/2025
Issued By (Name of Insurance Company) ACE American Insurance Company			

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

- A. If **We** cancel or non-renew the **Policy** prior to its expiration date by notice to **You** for any reason other than nonpayment of premium, **We** will endeavor, as set out below, to send written notice of cancellation or non-renewal via such electronic or other form of notification as **We** determine, to the persons or organizations listed in the schedule that **You** or **Your** representative provide or have provided to **Us** (the **Schedule**). **You** or **Your** representative must provide **Us** with both the physical and e-mail address of such persons or organizations, and **We** will utilize such e-mail address and/or physical address that **You** or **Your** representative provided to **Us** on such **Schedule**.
- B. The **Schedule** must be initially provided to **Us** within 30 days after:
- The beginning of the **Policy Period**, if this endorsement is effective as of such date; or
 - This endorsement has been added to the **Policy**, if this endorsement is effective after the **Policy Period** commences.
- C. The **Schedule** must be in a format that is acceptable to **Us** and must be accurate.
- D. **Our** delivery of the notification as described in Paragraph A of this endorsement will be based on the most recent **Schedule** in **Our** records as of the date the notice of cancellation or non-renewal is mailed or delivered to **You**.
- E. **We** will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the **Schedule** at least 30 days prior to the cancellation or non-renewal date applicable to the **Policy**.
- F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the **Schedule** in the event of a pending cancellation or non-renewal of coverage. **We** have no legal obligation of any kind to any such person(s) or organization(s). **Our** failure to provide advance notification of cancellation or non-renewal to the person(s) or organization(s) shown in the **Schedule** shall impose no obligation or liability of any kind upon **Us**, **Our** agents or representatives, will not extend any **Policy** cancellation or non-renewal date and will not negate any cancellation or non-renewal of the **Policy**.
- G. **We** are not responsible for verifying any information provided to **Us** in any **Schedule**, nor are **We** responsible for any incorrect information that **You** or **Your** representative provide to **Us**. If **You** or **Your** representative does not provide **Us** with a **Schedule**, **We** have no responsibility for taking any action under this endorsement. In addition, if neither **You** nor **Your** representative provides **Us** with e-mail address and/or physical address information with respect to a particular person or organization, then **We** shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H. With respect to this endorsement **Our**, **Us** or **We** means the stock insurance company listed in the Declarations, and **You** or **Your** means the insured person or entity listed in Item 1 of the Declarations page.

All other terms and conditions of this **Policy** remain unchanged.



JOHN J. LUPICA, President
Authorized Representative

CITY COUNCIL AGENDA ITEM

Memo Date: August 14, 2025
Agenda Date: September 9, 2025
File ID: 2025-826
Prepared By: Lorne Stinnett, HR Manager
Through: Stockton Whitten, City Manager
Requested Action: Request Approval of the Revised FY 2025 Pay plan

BACKGROUND:

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

1. Increase pay grade of Customer Service Representative from LU 5 to LU 6

- Paygrade increase requested to enhance retention and improve organizational effectiveness.

3. Increase pay grade of Utility Field Service Representative from LU 5 to LU 6

- Paygrade increase requested to enhance retention and create a promotion line of progression for meter readers.

The above changes will not increase the City's headcount that was approved in the annual Fiscal Year 2025 Budget. There is no budget impact caused by these proposed changes. A copy of the revised pay plan document is attached.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

PREVIOUS ACTION:

A revised version of the FY 2025 Pay Plan was approved at the regular council meeting on July 8, 2025

RECOMMENDED MOTION:

Request Approval of the Revised FY 2025 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 Maintenance Worker I Meter Reader Meter Technician Senior Stock Clerk
6	\$18.95	\$30.29	\$ 39,416.00	\$ 63,003.20	Back-Flow Technician Customer Service Representative Electrician I Fleet Technician I Maintenance Worker II Mechanic I Utility Field Service Representative 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



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

Grade	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
8	\$22.11	\$35.34	\$ 45,988.80	\$ 73,507.20	Utility Accounting Technician
					Water Plant Technician
					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	Utilities Conservation Coordinator 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	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	Accounting Supervisor 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	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	Accounting Manager 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: August 14, 2025
Agenda Date: September 9, 2025
File ID: 2025-828
Prepared By: Lorne Stinnett, HR Manager
Through: Stockton Whitten, City Manager
Requested Action: Approve Resolution 2025-060 to amend the City's 401(a) and 457(b) plans Retirement Plans' Investment Policy and Committee Charter to revise Investment Committee members.

BACKGROUND:

The City of Cocoa offers a 401(a) defined contribution plan and a 457(b) deferred compensation plan as a voluntary employee election. The City has traditionally used only the investment selections that are presented by the investment custodians. In being more fiduciarily responsible and transparent to the City employees, the staff worked with the City's Investment Plan advisor, Sageview, to develop an investment policy that will establish the guidelines and policies for the 401(a) defined contribution plan and a 457(b) deferred compensation plan. The Investment Policy is intended to assist the Retirement Plan Committee (the "Committee") in effectively selecting, monitoring and evaluating investment alternatives made available to participants under the Plan. The initial Investment Policy and Committee Charter document was approved as agenda item #21-351 at the regular City Council meeting held on May 11, 2021. The investment committee members are currently listed as the Administrative Services Director, Finance Director, and Police Chief. Staff is requesting approval to change the members of the investment committee to the Finance Director, Human Resources Director, and the City Manager or Designee as outlined in the attached document.

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

Budgeted? Yes/No

If not budgeted, is amendment / transfer attached?

Source/Use of Funds

Account Number

Amount

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:

City Council approved the Retirement Plans' Investment Policy and Committee Charter on July 13, 2021, agenda 21-351.

RECOMMENDED MOTION:

Approve Resolution 2025-060 to amend the City's 401(a) and 457(b) plans Retirement Plans' Investment Policy and Committee Charter to revise Investment Committee members.

RESOLUTION NO. 2025-060

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE RETIREMENT PLANS INVESTMENT POLICY AND COMMITTEE CHARTER TO REVISE INVESTMENT COMMITTEE MEMBERS TO THE FINANCE DIRECTOR, HUMAN RESOURCES DIRECTOR, AND CITY MANAGER OR DESIGNEE; PROVIDING FOR THE COMMITTEE TO SELECT, MONITOR AND EVALUATE RETIREMENT INVESTMENT ALTERNATIVES FOR THE CITY'S 401(A) AND 457(B) PLANS, AND FINANCIAL POLICIES SET FORTH IN THE RETIREMENT PLANS INVESTMENT POLICY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 218.415, Florida Statutes, the City Council of the City of Cocoa is authorized to adopt a Retirement Plans' Investment Policy and Committee Charter investment policy for purposes of providing options for employees to invest their investment savings in the City's 401(a) and 457(b) plans; and

WHEREAS, the City Council approved a Retirement Plans' Investment Policy and Committee Charter at their regular meeting on July 13, 2021; and

WHEREAS, staff has reviewed the existing policy and has provided updates to the policy and is requesting City Council approval of an amended Retirement Plans' Investment Policy and Committee Charter to revise the Committee members to be the Finance Director, Human Resources Director and the City Manager or designee; and

WHEREAS, in furtherance of its duties under the City Charter, the City Council desires to adopt this Resolution to ensure that the employees' retirement savings investment options are fiduciarily responsible and prudent; and

WHEREAS, the City Council has determined this Resolution is in the best interests of the City of Cocoa.

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

SECTION 1. Amendment of Investment Policy. The City Council of the City of Cocoa hereby amends the Retirement Plans' Investment Policy and Committee Charter to revise the Committee members to be the Finance Director, Human Resources Director and the City Manager or designee, in the form attached hereto as Exhibit A and incorporated by reference.

SECTION 2. Repeal of Prior Inconsistent Resolution. All prior resolutions or parts of resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. Conflicts and Severability. Should any section or provision of this resolution, or any portion thereof, any paragraph, sentence or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid

SECTION 4. Effective date. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 9th day of September 2025.

Michael Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk



INVESTMENT POLICY STATEMENT

City of Cocoa

**401(a) Defined Contribution and
457(b) Deferred Compensation Retirement
Plans**

Drafted for September 9, 2025 City Council Meeting

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Stay Connected [!\[\]\(a870788d6ed9b8fd294b7654a8c8526b_img.jpg\)](#) [!\[\]\(18065afa4ef6662bca9f3f6088f7de30_img.jpg\)](#) [!\[\]\(b985170eefb48b9b3ef593e79310e8f5_img.jpg\)](#) [!\[\]\(65defa7fe6c24be84c2514c965593962_img.jpg\)](#) [!\[\]\(fcdd23ff0d6d447f60ed83fa544a6d33_img.jpg\)](#)

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I. Purpose of the Investment Policy Statement

This Investment Policy Statement establishes the policies and guidelines for the City of Cocoa 401(a) Defined Contribution and 457(b) Deferred Compensation Plans (the “Plans”) and is intended to assist the Retirement Plan Committee (the “Committee”) in effectively selecting,

monitoring and evaluating investment alternatives made available to participants under the Plan. It outlines and prescribes a prudent and acceptable investment philosophy and sets out the investment management procedures.

II. Purpose of the Plans

The Plans were established to provide a retirement savings program for eligible employees of the City of Cocoa (the “Plans Sponsor”). The Plans are maintained for the exclusive purpose of benefiting the Plans participants and their beneficiaries. The Plans intend to operate in accordance with all applicable state and federal laws and regulations.

The goal of the Plans are to provide a framework for eligible employees of the Plans Sponsor to establish a savings and investment program for their retirement. While participants in the Plans are ultimately responsible for their own investment decisions, the Plans Sponsor, in conjunction with SageView Advisory Group, (the “Investment Consultant”), will endeavor to provide an appropriate range of investment alternatives, allowing each individual participant to invest in accordance with his or her own time horizons, risk tolerance, and retirement goals.

In evaluating the investment alternatives for the Plans, the Plans Sponsor will take into account all Plan demographics.

The Plans are specifically intended to:

- Promote retirement savings while encouraging a high overall participation rate and consistent saving habits
- Provide participants in the Plans with a wide and suitable range of asset categories and investment alternatives that are intended to help participants meet their retirement goals and investment objectives
- Attract and retain outstanding employees
- Obtain Plans investment alternatives at reasonable costs

III. Statement of Responsibilities

The following parties associated with the Plans, appointed by the Plans Sponsor, shall discharge their respective responsibilities in accordance with all applicable fiduciary standards as follows: (1) in the sole interest of the Plans participants and beneficiaries; (2) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and of like aims.

- A. Retirement Plans Committee: The members of the Retirement Plans Committee (“the Committee”) are the Plans fiduciaries and supervise the investments available to employees participating in the Plans, and make decisions, based on the recommendations of the Investment Consultant, concerning investment alternatives available under the Plans. In adopting this Investment Policy Statement, it is the intention of the Committee that the oversight of the investment portion of the Plans will be the responsibility of the Committee. The Committee, along with the Investment Consultant, shall be responsible for the Plans-level investment selection process, as set forth in this Investment Policy

Statement, but is not responsible for the individual fund performance and does not guarantee positive investment results.

- B. Trustee: The Trustee of the Plans is charged with safekeeping the securities as well as collecting and disbursing the Plans assets and periodic accounting statements.
- C. Recordkeeper: The Recordkeeper has responsibilities that include, but are not limited to, the following: maintaining participant records, administering participant directions, reporting to the Plans Sponsor, reporting to participants, allocating contributions, administering loans, and preparing the required regulatory documents.
- D. Investment Consultant: The Investment Consultant, SageView Advisory Group, is charged with the responsibility of advising the Committee on investment policy, advising on the selection of investment alternatives, providing performance analysis and monitoring services, and educating the Committee on economic and investment trends that may impact the performance of the selected and available investment alternatives. The Investment Consultant, along with the Committee, shall be responsible for the Plans-level investment selection process, as set forth in this Investment Policy Statement, but is not responsible for the individual fund performance and does not guarantee investment results.

IV. Investment Choices

The Plans intend to provide a broad range of investment alternatives. This includes having at a minimum, three diversified investment alternatives that are sufficient in permitting the participants to materially affect the potential return and degree of risk on their accounts, and to minimize the risk of large losses. Diversification, however, does not ensure a profit or protect against loss in a declining market.

All investment choices will be publicly available mutual funds, institutional trusts, or similar vehicles. All investments being offered will fluctuate in value with market conditions and, when redeemed, may be worth more or less than the amount originally invested. The chosen investment alternatives were selected on the basis of their compatibility with Plans participants' needs and regulatory recommendations. Each of the chosen investment alternatives is designed to follow a specific stated investment objective.

A. Qualified Default Investment Alternative (QDIA)

Although the Committee intends that participants will direct the investment of their assets held under the Plans, there may be circumstances under which participants do not provide direction regarding the investment of their individual accounts. In such instances, participant accounts will be invested in the Plan's default investment alternative. The Committee's intention is for the Plans to comply with the Pension Protection Act of 2006 by offering a default investment alternative that complies with all of the conditions required of a QDIA investment alternative.

The Committee may elect to utilize a multi-asset class investment alternative, such as target-date funds, as the QDIA. Periodically, as participant demographics or market conditions require, the Committee shall review and document the process for monitoring and selecting the QDIA. The specific target date portfolio for a participant or beneficiary who fails to make an investment election will be based on the participant or beneficiary who fails to make an investment election will be based on the participant's or beneficiary's date of birth and an assumed normal retirement date of age 65.

V. Selection of Investment Alternatives

The Investment Consultant takes a two-tiered approach to investment alternative selection. Quantitative and qualitative screens are used as follows:

Quantitative Screening (including but not limited to):

- Investment track record
- Investment risk
- Investment risk/return
- Investment style analysis
- Performance consistency
- Investment cost
- Turnover ratio

Qualitative Screening (Investments that pass the quantitative screens will be reviewed for characteristics that include but are not limited to):

- Investment-style variations
- Portfolio concentration
- Asset size and growth

Interviews with portfolio managers and/or analysts will also be conducted if deemed necessary.

Selected alternatives will be reviewed by the Investment Consultant to ensure that there are no additional factors that would make them unsuitable for inclusion in the Plans. Each alternative will also be examined to ensure that it appropriately complements the overall diversification and risk and return parameters of the entire Plans investment lineup.

In addition to diversification and risk tolerance considerations, investment expenses will be considered in the selection of investment alternatives. The Committee will regularly review all costs associated with the management of the Plan's investment program. These costs include the following:

- Expense ratios of each investment alternative against the appropriate peer group

- Trustee and custodial fees for holding assets, collecting income and paying disbursements
- Plans administrative fees, including record keeping fees and other fees associated with services the Plans receives, such as compliance testing fees, audit fees, fees for communication services, etc.

VI. Evaluation Methodology

The Committee anticipates using the following criteria in selecting and monitoring Plans investment alternatives. Each Plans investment alternative should be evaluated on an ongoing basis using several measures that quantify the expenses, returns and risk-adjusted performance of each investment alternative within its peer group.

Each Plans investment alternative should be reviewed at least annually against its peer group and benchmark index to assess the performance and quality of each offering. The list of criteria that may be used for evaluation is included as Appendix B of this document and may be updated by the Committee, as necessary.

As noted in Appendix A, whenever possible, each investment alternative is benchmarked to a specific market index, and performance is evaluated and compared to a relevant peer group using Morningstar category classifications. Each criterion for an investment alternative is given a peer group ranking, shown as a percentage. As an example, a criterion ranking of 10% indicates an investment alternative is in the top 10% of its peer group for said criterion. The rankings for all criteria are then weighted and averaged to give an investment alternative its average ranking score. The lower the average ranking score, the better. In general, an investment alternative with an average ranking score of 25% would be more attractive than a comparable investment alternative with a ranking score of 50%. An overall ranking score is used to indicate where an investment alternative places in relation to the scores of the other investment alternatives in its category. Generally, investment alternatives are divided into categories of deciles and quartiles.

Peer group rankings generally require a three-year history to ensure an accurate evaluation of the investment alternative. Any investment alternative with fewer than three years of history will generally not be evaluated using this method. In the event there is a sufficiently similar investment alternative, the Committee may elect to use its history for evaluation purposes. Sufficiently similar investment alternatives may include:

- Alternate share classes of the same product.
- Other products, such as collective investment trusts (CITs), separate accounts or recordkeeper sub-advised investment alternatives, that are managed by the same portfolio management team according to a substantially similar investment strategy.

In addition to the quantitative methodology described above, many qualitative criteria and possible warning signs are monitored in order to highlight an investment alternative's potential exposure to risk that may make it unsuitable as a retirement Plans investment option. The warning signs may include (but are not limited to):

- Above-average operating expenses
- Above-average style drift (as determined by returns-based and holdings-based analyses)

- High degrees of portfolio concentration among individual holdings
- High degrees of portfolio concentration among economic sectors
- Above-average performance volatility
- Above-average portfolio turnover
- Below-average Alpha
- Below-average manager tenure and/or above-average turnover
- Rapid growth in assets
- Significantly positive or negative cash flows
- Unusual levels of corporate scrutiny; poor public perception
- For bond portfolios, very low average credit quality relative to peers
- For bond portfolios, significantly above- or below-average portfolio durations
- Recent changes to or concerns with the firm structure / ownership
- Recent changes to or concerns with the corporate management team structure

A. Other Investment Evaluation Criteria

The Committee recognizes that certain investment alternatives present challenges in monitoring, given the nature of the investment alternative's portfolio and peer group. Thus, there are several instances where investment alternatives will not fit neatly into the monitoring framework set forth herein. Therefore, the Committee must consider additional or different factors when evaluating certain investments. The following are common examples of investments requiring a different point of view, whether the Committee has included them in the current menu or may consider doing so in the future.

Multi-asset class investments. For multi-asset class investment alternatives, such as target-date funds, the asset allocation and glide path should be evaluated taking into account factors such as generally accepted investment theories and prevailing investment industry practices, and goals of the plan, the philosophy of the fiduciaries regarding asset class diversification and the desired relationship of risk (or volatility) and potential return, and the needs and abilities of the participants and beneficiaries. The Committee, with the assistance of the Investment Consultant, expects to engage in a process to identify and consider those goals, preferences, needs and abilities and to select a default investment consistent with that analysis.

As the process for comparing multi-asset class investments, including target-date funds, differs from the process used for other investment selections in several respects. Criteria listed elsewhere in this Investment Policy Statement may not apply.

Index fund. The goal of an index fund is to closely mirror the performance of a predetermined index at a reasonable cost. The criteria which may be used to evaluate index funds is set forth in Appendix C and may be updated from time-to-time at the Committee's discretion.

Each index fund will be compared to a standard index for its respective category classification and assigned a ranking in each of the four criteria. The rankings for all criteria are then weighted and averaged to give an investment alternative its average ranking score. Index funds with an average ranking score in the top 75% of the investment alternative's in a category are given a passing score ("Pass"), while investment alternatives below in the lowest 25% of investment alternatives are given a failing score ("Fail").

Stable value investments: The goal of a stable value fund is to preserve capital. Stable value investments come in several structures: pooled/comingled funds, insurance separate accounts, and guaranteed investment contracts (GICs)/insurance general accounts or derivatives thereof.

One investment characteristic of these products is their investment in various sectors of the bond market. Thus, part of the evaluation will hinge on the evaluation of the underlying bond portfolio. The other important characteristic is financial credit worthiness of the insurance companies that issue wrap contracts to protect the book value of the bond portfolios. Some additional unique (albeit not exhaustive) metrics and characteristics that warrant evaluation include market-to-book value ratio, participant /plan sponsor withdrawal restrictions, crediting rate and wrap structure. For insurance general accounts, the Committee should at a minimum review the crediting rate, withdrawal restrictions, and credit worthiness ratings of the insurer.

VII. Monitoring of Investment Policy and Investment Performance

The Committee, with the assistance of the Investment Consultant, will review the Plan's Investment Policy and monitor each investment alternative on an ongoing basis. The Committee will periodically evaluate the investment results of the investment alternatives.

In addition, the Committee shall maintain a "Watch List" for investment alternatives that are not meeting certain objectives. An investment alternative will be placed on the "Watch List" when the Committee and/or the Investment Consultant determines that the fund selected for the Plans fails to meet the performance benchmarks set forth above in the Evaluation Methodology for some period of time to be determined by the Investment Consultant and Committee.

At a minimum, the Committee should follow the below procedure:

Whenever an investment alternative falls into the 3rd quartile based on SageView's scoring system, it should be placed on the Watch List. The alternative will be monitored and remain on the Watch List for four consecutive quarters, even if its performance improves. If the alternative remains in the 3rd quartile for four consecutive quarters, a detailed review of the alternative should be made and a recommendation to replace or retain the alternative should

be presented to the Committee. The alternative may be reviewed sooner at the Committee's discretion.

Whenever an investment alternative falls into the 4th quartile based on SageView's scoring system, a detailed review of the alternative should be made as soon as possible, or at the next Committee meeting, and a recommendation to replace (or retain) the fund should be presented.

Investment alternatives that fail to meet qualitative criteria (i.e.: manager changes, fund company reorganizations, strategy changes) will be put on the Watch List by the Committee.

The Committee shall have the authority to establish, modify, amend, or adjust acceptable performance measurement standards by which each investment alternative is to be evaluated.

Final selection, replacement and/or removal of an investment alternative shall be completed only after conducting a thorough review of the identified investment alternative.

A. Proxy Voting

Should the Committee elect to participate in a proxy vote, the Committee shall be required to provide a detailed analysis of voting activities on an annual basis (calendar year). When voting proxies, the Committee will vote to the best of their abilities in the best interest of the Plan's participants. The Committee is not required to participate in all proxy votes related to the investments in the Plans. SageView is able to offer general guidance and provide clarification with respect to the process of voting by proxy but will not be responsible for making vote decisions.

Note: The provisions of this Investment Policy Statement are guidelines only. The fiduciaries are not required to follow them. Instead, fiduciaries are expected to exercise independent judgment for the benefit of the participants.

VIII. Review and Revisions

The Committee reserves the right to amend the Investment Policy Statement at any time it deems such amendment to be necessary or to comply with changes in applicable law as these changes affect the investment of the Plan's assets. Until revised or amended by the Committee, the Investment Policy Statement shall remain in effect.

If there is any conflict between the Investment Policy Statement and the Plans, the terms and conditions of the Plans will control.

ADOPTED THIS ____ DAY OF _____, 2025 BY THE CITY COUNCIL OF THE CITY OF COCOA.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk



Appendix A – 401(a) Defined Contribution/457(b) Deferred Compensation Plans Committee Charter

Introduction

The City of Cocoa (“Plans Sponsor”) is the sponsor of a retirement plan, City of Cocoa 401(a) Defined Contribution Plans and City of Cocoa 457(b) Deferred Compensation Plans (the “Plans”). The City Council intends to delegate administrative and investment oversight of the Plans to the Retirement Plans Committee (“Committee”).

When acting as a plan fiduciary, each Committee member shall discharge his or her duties with respect to the Plans solely in the interests of Plans participants and beneficiaries and for the “exclusive purpose” of providing benefits to participants and their beneficiaries and defraying reasonable expenses of administering the plan. The Committee shall exercise due diligence and independent investigation before reaching a decision. When appropriate, the Committee shall consult with outside experts, such as investment consultants, accountants and attorneys and shall be entitled to rely upon information furnished by any consultant or any opinions furnished by legal counsel except otherwise provided by law.

Organization

The Officer or Officers hereby appoints the following, either by name or by title, to serve as members of the Committee:

- (1) City Manager or Designee
- (2) Finance Director
- (3) Human Resources Director

After the initial nomination above, the Committee may from time to time appoint additional members, remove existing members, or fill any vacancies on the Committee. A majority of the

Committee shall constitute a quorum for the transaction of business. Actions of the Committee may be taken either by vote at a meeting or in writing without a meeting. All actions taken by the Committee shall be by a vote of the majority of those present at such meetings or those responding in writing. The Committee may nominate a member or members to serve as signatories for the Committee.

Authority and Responsibilities

The Officer or Officers of the Plans Sponsor hereby delegates to the Committee the responsibility and authority to perform the following functions:

Investment Duties

1. Develop the investment structures and investment policy for the Plans.
2. Select and monitor investments offered to participants of the Plans in accordance with the policies.
3. Determine the investment needs of the participants and the services to respond to those needs.
4. Make such other decisions as are necessary and appropriate to prudently manage the Plan's selection of investments and investment-related services.

Administrative Duties

1. Review all fees incurred by or on behalf of the Plans for reasonableness.
2. Select and monitor the Plan's providers and advisors.
3. Preparing amendments to the Plans for changes in design or applicable laws and regulations.
4. Make such other decisions as are necessary and appropriate to follow the guidelines and requirements set out in ERISA as a best practice as benefit to the Plans participants, and in order to maintain a qualified plan or to fulfill the terms of the plan.

The City Council retains the oversight responsibility to monitor the performance of the Committee to determine that the members continue to be qualified to fulfill those responsibilities and that the Committee is be qualified to fulfill those responsibilities and that the Committee is operating in furtherance of those purposes. In that regard, the Committee will report to the Board, at least annually, concerning its activities related to the responsibilities delegated by this Charter.

Compensation

All members receiving full-time compensation from the Plans Sponsor shall serve without additional compensation for the performance of their duties as members of the Committee.

Indemnification

The Plans Sponsor shall, to the fullest extent permitted by law, indemnify and hold harmless any person made or threatened to be made a party to an action or proceeding, whether civil or criminal, by reason of the fact that he or she is or was a member of this Committee, other than with respect to any action or proceeding resulting from such person's willful misconduct.



CITY COUNCIL AGENDA ITEM

Memo Date: August 20, 2025
Agenda Date: September 9, 2025
File ID: 2025-846
Prepared By: Kimberley Ross, Administrative Assistant
Through: John Walsh, Utilities Director
Katherine Ennis, Deputy Utilities Director
Requested Action: Approve two task orders with Jacobs Engineering Group (Jacobs): Task Order 2026-56 for Program Management Services in the amount of \$696,842, Project No. WS1221; and Task Order 2026-55 for Plan Review Services to include Engineering Land Development Review in the amount of \$308,448, Project No. WS1221; Pending the Adoption of the FY2026 Budget.

BACKGROUND:

On November 13, 2019, City Council approved the final ranking of firms for RFQ-20-03-COC, Engineering Services for the Water System, and authorized the City Manager and City Attorney to negotiate and execute a multi-year contract with the selected firm, Jacobs Engineering Group (Jacobs). This agreement was entered on February 5, 2020, for three years with the option to extend the term for two (2) additional two (2) year terms. On November 13, 2019, City Council approved the final ranking of firms for RFQ-20-03-COC,

Engineering Services for the Water System and authorized the City Manager and City Attorney to negotiate and execute a multi-year contract with the selected firm, Jacobs Engineering Group (Jacobs). This agreement was entered on February 5, 2020, for three years with the option to extend the term for two (2) additional two (2) year terms.

On December 13, 2022, Council approved the first amendment to the Agreement. The First Amendment initiated the first two-year renewal option, extending the term of the Agreement through February 4, 2025.

On August 27, 2024, Council approved the Second Amendment to the Agreement. The Second Amendment initiated the second and final two-year renewal option, extending the term of the Agreement through February 4, 2027. The Second Amendment also updated the construction cost limitation of the agreement to the current amended value of \$7.5 million plus an annual increase based on the Consumer Price Index, per the current CCNA statute, which went into effect on July 1, 2024.

Staff is requesting City Council approval of these task orders under this Continuing Services Agreement (CSA), pending approval of the FY2026 Budget. The following are the task orders and scopes of services:

Task Order 2026-56 - FY2026 Program Management Services for Cocoa Utilities CIP Projects. The purpose of this task order is to provide program management and administration services, program design management and project support, technical and regulatory support, construction inspection services, utility information management systems support, and program website. The total cost of this task order is \$696,842.

Task Order 2026-55 – FY2026 Plan Review, Permitting Assistance and Utility Support. The purpose of this task order is to provide plan review services, permitting assistance and utility support. The total cost of this task order is \$308,448.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted	Yes, Pending FY26 Budget
Approval	

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

Task Order 2026-56
Amount Requested \$696,842.00
Account Number 424-4055-536.63-00, WS1221
Account Name: Infrastructure
Source of Funds: Operating Revenue

Task Order 2026-55
Amount Requested \$308,448.00
Account Number 421-4055-536.31-03, WS1221
Account Name: Infrastructure
Source of Funds: Operating Revenue

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve two task orders with Jacobs Engineering Group (Jacobs): Task Order 2026-56 for Program Management Services in the amount of \$696,842, Project No. WS1221; and Task Order 2026-55 for Plan Review Services to include Engineering Land Development Review in the amount of \$308,448, Project No. WS1221; Pending the Adoption of the FY2026 Budget.

Task Order Request Form

P-Form 2021.09 Revised
07/14/2023

Continuing Engineering Services for Water System

2026-55

Name of CSA (Continuing Service Agreement)

TASK ORDER NUMBER

Date: 08/11/25 City Bid Number: RFQ 20-03-COC AMOUNT: \$ 308,448.00

Vendor Name: Jacobs Engineering Group, Inc. Quote/Proposal Number: 2026-55

Dept. Number/Division Name: Utilities Engineering

Project Name: Plan Review, Permitting Assistance and Utility Support FY2026 Project Number: WS1221

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : _____ Requested Amendment Amount: _____

Original Task Order Amount: _____ Total Revised Amount including all Amendments: _____

Total number of Amendments including this one: _____

Scope of Services; Justification for Amendment

Provide Plan Review, Permitting Assistance and Utility Support to the Utilities Department to include review of plans and documents submitted for private projects located within the Cocoa Utilities System for the Fiscal Year 2026 (FY 2026) budget.

Design is Construction Related: ☐ YES ☐ NO ☒ N/A Good Faith Estimate of Construction Value: ☐ YES ☐ NO ☒ N/A
Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☐ NO ☒ N/A
Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

Kimberley Ross Digitally signed by Kimberley Ross
Date: 2025.08.11 14:35:46 -04'00'

John "Jack" Walsh Digitally signed by John "Jack" Walsh
Date: 2025.08.11 15:59:10 -04'00'

Requestor

Department Director

***** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY *****

Task Order : ☒ Approved ☐ Disapproved Refer to this Task # on all documentation: 2026-55
Council Approval Required: ☒ YES ☐ NO

Reason
Disapproved:

Brian Dale Digitally signed by Brian Dale
Date: 2025.08.18 12:35:44 -04'00'

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed \$75K)

Mayor (Purchases that exceed \$75K)

- 1) Requestor: Completes form and forwards all supporting documentation to Department Director.
- 2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)
- 3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.
- 4) Purchasing Manager reviews and approves, uploads approved Task Order Form.
- 5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding \$75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over \$75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.
- 6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

City of Cocoa
Task Order 2026-55
FY 2026 City of Cocoa Plan Review, Permitting Assistance and
Utility Support

Objective

The purpose of this task order is to provide Plan Review, Permitting Assistance and Utility Support to the City of Cocoa. This task order is intended to include the estimated level of effort to provide the above described services on a time and materials basis compensation method for the period from October 1, 2025 through September 30, 2026. Services proposed by JACOBS Engineering Group Inc (JACOBS) in this Task Order will be performed in accordance with the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa on February 5, 2020 and second Amendment dated July 23, 2024.

Scope of Services

The services to be performed by JACOBS staff under this Task Order are consulting in nature and not staff augmentation. JACOBS staff will be managed by the JACOBS Program Manager. It is assumed City will provide JACOBS staff necessary access to documents and files.

Task 1 – Plan Review Services

JACOBS will provide plan review support for the City of Cocoa. Services will include providing support to the City in Engineering Land Development review for compliance with City of Cocoa standards. Plan review includes review of documents submitted by applicant Engineers to Utilities Department and City's Development Review Committee. It is assumed that JACOBS staff will meet with City of Cocoa review personnel to receive direction on engineering review requirements and external agency coordination specifics. As documents are reviewed, JACOBS will coordinate with the City and satisfactorily agree on comments. JACOBS will participate in meetings with the applicants, as requested by the City. Jacobs may handle emails and phone communications from engineers, contractors, developers and residents. The City will provide comments to the applicant in letter or email form. Once all comments have been satisfactorily addressed by the applicant, JACOBS will provide the City with a letter recommending approval of the documents. The City will provide final review and approval to the applicant. JACOBS will also provide the City's Engineering Representative a summary letter listing the infrastructure being proposed to be installed as part of the project for cost estimation purposes. JACOBS will review the Florida Department of Environmental Protection (FDEP) permit documents submitted by the applicant and verify the information on the FDEP permit with proposed plans. Once the FDEP permit is ready, JACOBS will forward it to the Director for approval and signature. Once the FDEP permit is signed by the Director, JACOBS will email a scanned copy to the applicant.

Services also include providing support in coordination of utility map requests, pre-construction fee receipts, pre-construction meetings, updates to City's project dashboard, and review of project closeout documentation.

- For utility map and as-built drawing requests from customers, JACOBS will forward the request from the customer to the City GIS department. Once the utility map is created by City GIS technician, JACOBS will forward the map to the customer.
- JACOBS will receive all customer paid receipts from customer service department. JACOBS will filter out receipts associated with jumper meters, fire line paintings, and fire hydrant painting payments, request additional project information from customer service if required, and forward the receipts to City inspectors assigned to the specific project.
- For pre-construction meetings requested by contractors, JACOBS will request pre-construction fee payment receipts from the contractors and forward the request to the City inspectors for their review.
- JACOBS will periodically update City's project dashboard with dates for field activities performed by City inspectors such as pre-construction meetings, final inspection, pressure tests, and bacteriological tests.
- JACOBS will review project closeout documentation submitted by developers such as bill of sale, easement, fire line test reports, and as-built drawings and coordinate with the City and satisfactorily agree on comments. The City will provide comments to the applicant in letter or email form. Once all comments have been satisfactorily addressed by the applicant, JACOBS will provide the City with a letter recommending acceptance of the project. The City will provide final review and approval to the applicant.
- It is assumed meetings for this task will be held at City of Cocoa offices.

Task 2 – Permitting Assistance

JACOBS will provide permitting assistance for the City of Cocoa. Services will include providing support to the City's Water Field Operations (WFO) and City Customer Service departments. JACOBS will review water meter fee receipts emailed by Customer Service department and forward the meter requests that need a right of way (ROW) Permit from an external agency to City's GIS department. JACOBS will review permit applications prepared by the City GIS technicians which will then be provided to the City Utility Director for approval, and signature. JACOBS will submit the scanned permit application to the appropriate external agency for review. Once the permit is approved by the external agency, JACOBS will request the permit fee check from the City's Administrative Assistant. Once the permit is released by the external agency, JACOBS notify WFO and provide a copy of the permit. It is assumed meetings for this task will be held at City of Cocoa offices.

Task 3 – Utility Support

JACOBS will provide Utility Support for the City of Cocoa. Services will include providing support to the City in reviewing meter installation and fire line painting requests and approval, and coordination and scheduling of fire hydrant flow tests. As meter installation and fire line painting work order requests are received, JACOBS will review status of the closeout documents for the projects and coordinate with the City regarding release of work orders. For fire hydrant flow test requests, JACOBS will receive payment receipts submitted by Customer Service department, request additional information, if required, and coordinate with City GIS department to submit a request for the test. Once City WFO personnel has completed the field test, the results are provided to GIS and then back to the customer.

Safety

JACOBS will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations. JACOBS is not responsible for the health, safety, and environmental compliance of the City's staff, or other third parties.

Assumptions

JACOBS will reasonably rely upon the accuracy and completeness of the information/data provided by the City or other third parties.

Schedule

This Task Order covers the period from date of October 1, 2025 through September 30, 2026.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized below by task.

Task	Hours	Fee
TASK 1 Plan Review Services	1,953	\$255,690
TASK 2 Permitting Assistance	128	\$15,128
TASK 3 Utility Support	323	\$37,630
EXPENSES & SUBCONSULTANTS	N/A	\$0
Grand Total	2,404	\$308,448

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As projects scopes are better defined, actual levels of effort required and associated fees might differ and require coordination between JACOBS and the City.

Attachments

Attachment A -Per Diem Rates Schedule

Acceptance

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

Approved for City of Cocoa

Accepted for JACOBS Engineering Group Inc.

By _____

Title _____

Date _____

By  _____
Francois Didier Menard

Title Vice President

Date 08/07/2025

**FY2026 City of Cocoa Plan Review, Permitting Assistance,
and Utility Support Task Order 2026-55
Labor Hour Breakdown - 07/21/2026**

		Per Diem Schedule Description									
TASK #	TASK NAME	Sr Director/Director/Prof Sr Expert/Prof Expert	Sr Manager/Prof Specialist	Manager/Prof Senior	Sr Supervisor/ Prof Career-level	Supervisor II/Prof Associate/Tech Specialist	Prof Interned/Tech Senior	Junior Project Engineer/Scientist/Consultant	Office/Project Administration	Labor Hours	Labor Fee
1	Plan Review Services	\$235.00	\$218.00	\$199.00	\$169.00	\$142.00	\$120.00	\$110.00	\$85.00		
2	Permitting Assistance	200	45			100	800	800	8	1,953	\$255,690
3	Utility Support					24	48	48	8	128	\$15,128
							230	85	8	323	\$37,630
										Labor Total	2,404
										Expenses	\$0
										Subcontracts	\$0
										Task Order Total	\$308,448

EXHIBIT "A"**Jacobs Engineering Group Rate Schedule**

Classification	Description	Rate
Engineer 9	Principal	\$235
Engineer 8	Senior Reviewer/Consultant	\$235
Engineer 7	Senior Project Manager	\$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	\$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	\$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	\$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	\$142
Engineer 2	Project Engineer/Scientist/Consultant	\$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	\$110
Engineer 0	Engineering Intern	\$95
Technician 5	Senior Construction Manager/Senior Designer	\$169
Technician 4	Construction Manager/Senior Technician	\$142
Technician 3	Senior Construction Inspector	\$120
Technician 2	Construction Inspector/Technician	\$110
Technician 1	Junior Construction Inspector/Junior Technician	\$85
Technician Aide	Technical Aide	\$80
Office	Office/Project Administration	\$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.
2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.
3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.
4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.
5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.
6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

Task Order Request Form

P-Form 2021.09 Revised
07/14/2023

Continuing Engineering Services for Water System

2026-56

Name of CSA (Continuing Service Agreement)

TASK ORDER NUMBER

Date: 08/19/25 City Bid Number: RFQ-20-03-COC AMOUNT: \$ 696,842.00

Vendor Name: Jacobs Engineering Group, Inc. Quote/Proposal Number: 2026-56

Dept. Number/Division Name: Utilities Engineering

Project Name: Program Management FY26 Project Number: WS1221

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : _____ Requested Amendment Amount: _____

Original Task Order Amount: _____ Total Revised Amount including all Amendments: _____

Total number of Amendments including this one: _____

Scope of Services; Justification for Amendment

The purpose of this task order is to provide program management services, including program management / administration, design management, and construction project support services in support of Operating Revenue (OR) funded Cocoa Utilities Capital Improvement Plan (CIP) program projects funded by the City's Fiscal Year 2026 (FY 2026) budget.

Design is Construction Related: ☐ YES ☐ NO ☒ N/A Good Faith Estimate of Construction Value: ☐ YES ☐ NO ☒ N/A
Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☐ NO ☒ N/A
Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

Kimberley Ross Digitally signed by Kimberley Ross
Date: 2025.08.19 09:29:18 -04'00'

John "Jack" Walsh Digitally signed by John "Jack" Walsh
Date: 2025.08.19 13:12:49 -04'00'

Requestor

Department Director

***** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY *****

Task Order : ☒ Approved Refer to this Task # on all documentation: 2026-56
☐ Disapproved Council Approval Required: ☒ YES ☐ NO

Reason
Disapproved:

Brian Dale Digitally signed by Brian Dale
Date: 2025.08.20 11:36:20 -04'00'

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed \$75K)

Mayor (Purchases that exceed \$75K)

- 1) Requestor: Completes form and forwards all supporting documentation to Department Director.
- 2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)
- 3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.
- 4) Purchasing Manager reviews and approves, uploads approved Task Order Form.
- 5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding \$75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over \$75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.
- 6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

City of Cocoa Task Order 2026-56

FY 2026 Engineering Services for the Water System – Program Management Services for Cocoa Utilities Operating Revenue Funded CIP Projects

Objective

The purpose of this task order is to provide program management services, including program management/administration, design management and construction project support services in support of Operating Revenue (OR) funded Cocoa Utilities Capital Improvement Plan (CIP) program projects listed in Attachment A which are funded by the City's Fiscal Year 2026 (FY 2026) budget. This task order is intended to include the estimated level of effort to provide the above described services on a time and materials basis compensation method for the period from October 1, 2025 through September 30, 2026. Services proposed by JACOBS Engineering Group Inc. (JACOBS) in this Task Order will be performed in accordance with the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa on February 5, 2020 and second Amendment dated July 23, 2024.

Scope of Services

Task 1 – Program Management & Administration

Task 1.1 Program Management and Administration

1.1.1 Program Management and Oversight

Day-to-day activities, processes and procedures of JACOBS' Program Management Team (PMT) staff will be the responsibility of JACOBS' Program Manager, who will receive input from the Cocoa Utilities Director and Deputy Director. The following tasks, services, meetings, and deliverables will be provided under this task:

- **Program Coordination Meeting** - The PMT will prepare for and attend a monthly coordination meeting with Cocoa Utilities to review program progress and discuss issues impacting program delivery.
- **Monthly Progress Report (MPR)** - The PMT will produce a general CIP progress report each month suitable for an audience both internal and external to Cocoa Utilities to address Program progress and key issues.
- **Program Review/Update Meetings** - The PMT will coordinate with Cocoa Utilities to develop and schedule program update meetings as needed to periodically review and/or update City staff stakeholders on CIP delivery status and progress. The PMT will provide briefing material and presentations (up to 4 anticipated) as needed.

1.1.2 FY2026 Validation and FY2027-2031 Capital Improvement Plan Update

As part of the 2018 Water Capital Plan Update, an annual process was updated that revalidated carry forward and new capital project costs and scope for the new fiscal year, and the current year projects are inputted into a cost-loaded schedule database for day to day management over the course of the new fiscal year. The second effort of this task is the re-validation of the following year's 5-year CIP, new project development, cost estimating, prioritization, funding analysis, and CIP database population/quality control. It is anticipated that the existing 2018 Capital Plan prioritization processes and weighting will be used for this FY2027 CIP update between January 2026 and March 2026. The outcome of the annual validation and CIP update tasks will include several deliverables as follows:

1. FY2025 budget adjustment based on re-validation results and FY2025 budget closeout activities. Execution will include close coordination with Utility and Finance Department in the development and processing of budget adjustments.
2. Updated program management plan focusing on execution requirements for FY 2026 which includes a re-baselined CIP schedule.
3. Allocation of FY2025 program costs to individual projects for archival of the prior year's costs.
4. Updated capital plan database for the FY2027-2031 time period, coordinated through City's Utility Department.
5. Summary report for the FY2027 updated CIP.

Task 1.2 Program Controls

General

The Program Control System (PCS) consists of schedule and cost control tools and processes integrated in a system that maintains current scope, cost, and schedule status of the CIP projects.

1.2.1 Scheduling

The PCS will include a Master Program Schedule (MPS) developed, maintained, and updated through the Project Manager Schedule Update Meetings. The initial MPS was prepared by JACOBS and included the validated capital projects. The MPS was expanded as part of the program management services task orders to include selected operating revenue funded projects.

The MPS will be re-baselined at the beginning of each new fiscal year as part of the annual validation process as described in Section 1.1.2 above. The MPS will be a cost-loaded schedule containing the CIP projects maintained at a level of detail sufficient for the PMT and Cocoa Utilities to track and manage CIP progress. The following meetings and deliverable will be provided under this task:

- MPS Report – Each month the PMT will distribute to each Cocoa Utilities Project Managers and Utilities Director and Deputy Director the MPS for the projects listed in Attachment A for review.
- Project Manager (PM) Schedule Update Meeting - The schedule for each project in Attachment A will be updated monthly in the MPS during PM Schedule Update Meetings to show actual schedule progress as percent complete.

1.2.2 Cost Control

The PCS will include a CIP projects database used by the PMT to manage key program data (e.g. scope, cost, contracts, changes, etc.), especially as it relates to project and program costs.

1.2.2.1 Cost Control Activities

The PMT will coordinate the monthly cost data transfer from the City's financial system into the CIP database, conduct quality control review of the data, resolve any discrepancies, and obtain any missing information. The financial details of project progress will be updated and available for review in the PCS. The PCS will also access relevant information to produce reports and other data essential to the management of the overall program. The PMT will maintain and report on key performance indicators (KPIs) as needed to monitor and manage CIP program delivery progress, and to aid the City and PMT in measuring delivery and financial performance. The PMT will produce KPI reports using the same methodology as previously developed and approved by Cocoa Utilities.

1.2.2.2 Change Management

The City of Cocoa prefers not to have a formalized change management process; therefore, the City and PMT will discuss potential or upcoming changes in capital projects in program status meetings and City project managers will alert JACOBS Program or Deputy Program Managers of scope, cost and schedule changes, so impacts can be thoroughly analyzed and documented.

1.2.3 Document Controls

Cocoa has selected to operate and maintain their own document control process by implementing a directory of capital projects on their server. The PMT will mimic this directory structure on JACOBS servers and will turn any pertinent documents over to Cocoa's document manager on a periodic basis. Each individual project manager will be responsible for tracking status of documents and utilizing document control procedures described in the program management plan.

Task 1 Deliverables

- Program Coordination Meeting (Monthly, or as otherwise directed by Cocoa Utilities)
- Project Manager Schedule Update Meeting (Monthly)
- Monthly CIP Financial Report (Monthly, or as otherwise directed by Cocoa Utilities)
- Master Program Schedule Update (Monthly)
- FY2026 budget adjustment recommendation
- Updated capital plan database, re-baselined schedule

Task 2 – Program Design Management and Project Support

This task is for overall management of the program design requirements and activities that correspond to the scope and time period of the projects being designed via this task order. This task includes day-to-day planning, project coordination, technical assistance and general consultant / contractor coordination and will be led by the Program Manager. Specific responsibilities include the following:

- **Program Planning** – Track status of design performance on CIP projects, assist with change management to design projects, analyze work distribution among the design consultants, and oversee assignment of design projects to consultants.
- **Design Consultant Team Oversight** – Monitor the performance of the design consulting firms under contract for the Program, review and provide feedback on their performance, assist with development of recovery plans to correct performance deficiencies.
- **Program Design Coordination & Administration** – Coordinate the efforts of the design management team with the City, program management and project controls, and participate in regular coordination meetings for individual projects and those identified in Attachment A, prepare analysis and documentation needed for the CIP, and assist with preparation of supporting materials for requests for financial grants/funding.
- **Meeting Participation** - Participation in Program Management meetings as described in 1.1.1.

The Program Design Management Team (DM-T) will provide design project management and technical assistance for the specific projects shown in Attachment B, or as otherwise directed by Cocoa Utilities. Cocoa Utilities staff and JACOBS will act together as the DM-T to deliver these projects. As discussed with Cocoa Utilities, responsibilities for these projects have been assigned to either Utilities staff or JACOBS. These assignments are identified in Attachment B and were utilized in estimating JACOBS' level of effort for this Task specifically.

As described below, activities are aligned with general program level design management services and coordination as well as management of individual projects performed by engineering consultants or general contractors contracted with Cocoa.

Project Design Management

Design Contract Management

The DM-T will administer the design task order for each project or group of projects on behalf of the City and function as a liaison between the design consultant and the PMT, monitor progress and schedule, monitor change and, in general, assess if the project is proceeding according to plan. The DM-T will coordinate closely with the City Project Manager during the execution of each project.

Project Definition

The DM-T will develop a Project Definition Memorandum containing the design criteria and requirements for the projects to be completed under a Task Order. The Project Definition Memorandum will be provided to the project design team. A Project Definition

Memorandum will be prepared for each project or group of projects to be executed by the selected design consultant.

The DM-T will coordinate with the Cocoa Utilities staff to collect existing information on each project.

Task Order Review and Negotiation

The DM-T will work with the City to develop, and review consultant planning and design task orders for the projects identified under the program. Meetings will be held with the design consultants to discuss the project scope and purpose. The task order scope submitted by design consultants will be reviewed for compatibility with the design intent.

The task order scope negotiated with each design consultant will be submitted and reviewed by Cocoa Utilities and the DM-T. Upon DM-T acceptance of final task order scope, City staff will review and provide final approval before processing the Task Order.

Project Execution

The DM-T will work with the City during execution of the project to include progress and performance monitoring, communications with the design consultant, conduct kick-off meetings and engineering document review meetings, and progress status reporting. The DM-T will review meeting minutes and invoices submitted by the design consultants. The DM-T will provide limited assistance (e.g. routine coordination with surveyor contracted by City or design consultant for legal description, review of easement documentation for accuracy of project-related information only, etc.) with property acquisition tasks.

Quality Control

The DM-T will conduct quality control project reviews for the program projects. Reviews will be performed for design projects at 30, 60, 90 and 100% levels of completion and review meetings held with the design consultants. For reports and permit applications, reviews will be performed on the draft submittal. The technical responsibility of the design professional, to include ensuring the design performs as intended, will remain with the design consultants. The quality reviews will be for the purpose of compliance with design intent of the City and the Task Orders under which the designs were prepared.

Cost Estimating

Cost estimating support will be provided by the design consultants for DM-T review. The PMT will provide additional cost estimating services for capital projects when requested by City.

Project Management during Bidding Phase

This task includes DM-T responsibilities related to program bidding activities including, but not limited to:

- Coordination with Utilities Engineering and Purchasing Department regarding preparation of bid packages and addendum coordination.
- Review and evaluation of bids. The City shall make final selection of successful bidder. Scope does not include attendance by the DM-T at pre-bid, pre-award, or pre-construction meetings.

Technical Assistance

JACOBS will provide technical assistance as identified in Attachment B when requested by the City to address any project issues.

Deliverables

The documents listed below will be reviewed and approved by Cocoa Utilities staff and stored in the document control system:

- Project definition memoranda
- Review comments of 30%, 60%, 90% and 100% design documents and draft reports and permit applications from design consultants
- Bid package preparation assistance including review of addenda
- Review of consultant invoices

Task 3-Technical and Regulatory Support

JACOBS will provide engineering and operational assistance in support of various technical and regulatory issues. Updates will be coordinated with Cocoa Utilities when regulatory issues/impacts to the CIP arise on topics including water resources, well field operations and performance evaluation, drinking water treatment, water quality in the treatment and distribution systems, wastewater collection/treatment, water treatment/distribution, effluent management, permitting and numerical nutrient criteria. JACOBS will also attend regulatory meetings conducted by regulatory agencies, professional societies and Central Florida utilities when requested by Cocoa Utilities. Jacobs will provide engineering support related to the assessment, testing and optimization of water supply, treatment and distribution operations.

When the City requests technical or regulatory support, JACOBS will provide a scope and estimated level of effort for City review. The City will provide written authorization to proceed to JACOBS.

Task 4 – Construction Inspection Services

Cocoa has requested construction inspection services on an as-need basis for capital and treatment/storage/pumping related projects. When the City requests construction inspection services, JACOBS will provide a scope and estimated level of effort for City review. The City will provide written authorization to proceed to JACOBS.

As described below, activities are aligned with general construction management services and coordination as well as management of general contractors contracted with Cocoa. This task includes DM-T responsibilities related to program construction activities including, but not limited to:

- Assistance in resolving issues with the design consultant's services during construction for submittal reviews, processing of requests for information, processing of change requests, and design of necessary changes during construction.

- Review progress on submittal review by the design consultant and contractor
- Review of construction pay applications and schedule updates
- Attendance at monthly construction meetings
- Assistance with certification of completion for permits.
- Assistance with review of the as built drawings between the design consultant and Contractor.

The presence or duties of JACOBS' personnel at a construction site, whether as onsite representatives or otherwise, do not make JACOBS or JACOBS' personnel in any way responsible for those duties that belong to City and/or the construction contractor or other entities, and do not relieve the construction contractor or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

JACOBS and JACOBS' personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except JACOBS' own personnel.

The presence of JACOBS' personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). JACOBS neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

Assumptions

The following assumptions were used to develop Task 4:

- No field office will be required for PMT construction inspectors. Staff will be housed in offices provided by the City. If field offices are required due to nature or location of project, this will be provided by contractor as part of their bid.
- Record drawings, based on as-builts from the Contractor, will be prepared by the design consultant.
- Any required certifications for completion will be prepared by the designated engineer of record which will be the firm or entity who prepared the design.

Deliverables

Construction inspection related deliverables associated with this task may include, but are not limited to;

- Daily inspection reports
- Materials testing reports and logs
- Pressure/bacteriological testing reports and logs
- Conversation records
- Review comments for contractor pay requests
- Review comments for contractor red-lined as-built drawings

The documents listed above will be reviewed and approved by Cocoa Utilities staff and stored in the document control system.

Task 5 Utility Information Management Systems Support

JACOBS will provide as-needed GIS and information management support services to the Utility. Types of support activities may include but is not be limited to; further development and implementation of management practices, development of a GIS strategic plan, support to field operations with implementation of InfoWater and transfer of data to GIS, as well as development of communication tools and processes for use by the Utility, assistance with scanning As-Built and updating As-Built information into the system as provided by the City.

Task 6 Program Website

Task 6.1 Baseline and Monthly Website Updates

Based on the validation results of Subtask 1.1.2, the existing Program Website will be updated with the new FY2026 baseline information and new projects added to the capital plan for FY2026. The site will be updated on a monthly basis based on the monthly schedule and cost data revisions, and updated key performance indicators (KPIs).

Additional Services

The following additional services may be provided by JACOBS upon authorization through an amendment to this Task Order by the City and agreement on compensation to JACOBS.

- Services related to development of the City's project financing and/or budget.
- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- Services related to provision of support related to City furnished equipment, materials, and supplies.
- Performance of materials testing, specialty testing and surveying services.
- Services related to damages caused by fire, flood, earthquake or other Acts of God.

- Services related to the City's operation and use of the completed project other than as specifically provided in the above scope of work.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services for the investigation and analysis of contractor claims; preparation of reports on contractor claims.
- Development, coordination or participation in partnering programs.
- Value engineering or similar value analysis studies.
- Performing periodic labor evaluations and processing prevailing wage documentation.
- Construction Management and Inspection services required due to an increase to the number of construction days of the contract for construction on which services are provided.
- Any other services designated in this scope of services as additional services.
- The additional services task will only be utilized upon written authorization by the City of Cocoa.

Safety

JACOBS will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations.

JACOBS will notify affected personnel of any site conditions posing an imminent danger to them which JACOBS observes.

JACOBS and JACOBS' personnel have no authority to exercise any control over any contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the contractor(s) or other entity or any other persons at the site except JACOBS' own personnel.

General Task Order Assumptions

Jacobs will reasonably rely upon the accuracy and completeness of the information/data provided by the Client or other third parties.

Any review by JACOBS of design prepared by a third-party shall be for general conformance with the design intent, drawings, and specifications but not a complete review of all design details and calculations. The Designer and their design professionals shall remain responsible for the accuracy and completeness of their design and construction documents. JACOBS does not assume any liability for work product(s) prepared by third parties, including but not limited to design and related work and makes no representation or warranty regarding same.

JACOBS Quality Control services are in an advisory role only and offered for the City's consideration. Jacobs does not assume any liability associated with the City's staff in the execution of their work.

As-built drawings may not represent the exact location, type of various components, or exact manner in which the project was finally constructed. JACOBS is not responsible for errors, omission, accuracy, or completeness of the information incorporated into the as-built drawings.

Recommendations by JACOBS to City for periodic construction progress payments to the construction contractor will be based on JACOBS' knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by JACOBS to ascertain that the construction contractor have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that JACOBS has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to City free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between City and the construction contractor that affect the amount that should be paid.

Schedule

This Task Order covers the period from date of October 1, 2025 through September 30, 2026.

Subconsultants

Should the need arise to perform website maintenance or upgrades, JACOBS may contract with a qualified web development subconsultant to have the services performed on a time and materials basis, as discussed in Task 6.2 above.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized in Table 1 below by task.

Table 1 Summary of Compensation

Task	Hours	Fee
TASK 1 Program Management and Administration	1,358	\$279,532
TASK 2 Program Design Management and Construction Support	252	\$40,830
TASK 3 Technical and Regulatory Support	1,280	\$233,000
TASK 4 Construction Inspection Support	100	\$14,450
TASK 5 Utility Information Management Systems Support	560	\$114,240
TASK 6 Program Website	86	\$13,290
EXPENSES & SUBCONSULTANTS	N/A	\$1,500
Grand Total	3,636	\$696,842

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As projects scopes are better defined, actual levels of effort required and associated fees might differ and require coordination between the PMT and the City.

Attachments

Attachment A –Operating Revenue Funded Projects List for Program Management Services

Attachment B – Operating Revenue Funded Project List with Assignment of Responsibilities

Attachment C – Per Diem Rates Schedule

Acceptance

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

Approved for City of Cocoa

Accepted for JACOBS Engineering Group Inc.

By _____

By  _____
Francois Didier Menard

Title _____

Title Vice President

Date _____

Date 08/18/2025

City of Cocoa FY 2026 Program Management for OR Funded
Projects Task Order 2026-56 Labor Hour Breakdown - 07/27/2025

		Per Diem Schedule Description									
TASK #	TASK NAME	Principal/Senior Reviewer/Consultant/ Project Manager	Senior Professional Engineer/Scientist/ Consultant	Mid-Level Professional Engineer/Scientist/ Consultant/Project Manager	Professional Engineer/Scientist/ Consultant/Project Manager	Junior Professional Engineer/Scientist/ Consultant	Project Engineer/Scientist/ Consultant	Junior Project Engineer/Scientist/ Consultant	Office/Project Administration	Labor Hours	Labor Fee
		\$235.00	\$218.00	\$199.00	\$169.00	\$142.00	\$120.00	\$110.00	\$85.00		
1	PROGRAM MANAGEMENT & ADMINISTRATION										
1.1	Program Management and Administration										
1.1.1	Program Management & Oversight	600	48	20		20	20	80	12	800	\$170,504
1.1.2	FY2026 Validation & CIP Update	100	8	20			20	80		228	\$40,424
1.2	Program Controls										
1.2.1	Scheduling	48	90					12		150	\$32,220
1.2.2	Cost Control	48	48					12		108	\$23,064
1.2.3	Document Controls								24	24	\$2,040
	QA / QC	48								48	\$11,280
	Task Subtotals									1,358	\$279,532
2	PROGRAM DESIGN MANAGEMENT & PROJECT SUPPORT										
	FY26 Support	80	10	10		20	80	40	12	252	\$40,830
	Task Subtotals									252	\$40,830
3	TECHNICAL & REGULATORY SUPPORT										
	FY26 Support	400	40	400		40	200	160	40	1,280	\$233,000
	Task Subtotals									1,280	\$233,000
4	CONSTRUCTION INSPECTION SUPPORT										
	FY26 Support				50		50			100	\$14,450
	Task Subtotals									100	\$14,450
5	UTILITY INFORMATION MANAGEMENT SYSTEMS SUPPORT										
5.1	GIS Support & Training		480				80			560	\$114,240
	Task Subtotals									560	\$114,240
6	PROGRAM WEBSITE										
	Website Updates	30					8	48		86	\$13,290
	Task Subtotals									86	\$13,290
										Labor Total	3,636
										Expenses	\$695,342
										Subcontracts	\$1,500
											\$0
										Task Order Total	\$696,842

Attachment A

CIP/Utility Projects List for FY26 Program Management Services

PN	FY2026 Operating Revenue Funded Projects
CA2502	14"/18" AC Raw Water Pipeline Upgrade and Well 17 Area Isolation Valves - Phase I Construction
CA2602	Pineda Phase 2
DYET22	Elevated Tower Coating and Structural Repairs
WS0904	Refurbish Sewer Lines
WS1106	Raw Water Well Rehabilitation (WS-19)
WS1201	Water Pipeline Infrastructure Assessment and Replacement
WS18BR	Banana River Tank Improvements
WS18RD	WT63 Replacement of Dyal Finished Water Steel GST
WS19MH	Manhole Assessment
WS20DW	Dyal Install New Well #17
WS20G2	Indian River Lagoon Septic to Sewer (Zone J)
WS20GS	Indian River Lagoon Septic to Sewer (Zone K)
WS21OZ	WT46 Ozone Improvements
WS21SS	Sellers SCADA Migration Project
WS22IR	Sellers WRF Advancement WW Treatment
WS23BR	Dyal Carbon Dioxide Bulk Tank Replacements
WS23ML	Sellers WRF Motor & Logic Control Panel Replacement
WS23PT	Surface Water Chemical Rehabilitation (Formally New Cal-flo Tank)(Dyal)
WS23RC	Clarifiers 1 and 2 Structural Repairs
WS23RR	Pineda Crossing WM Replacement
WS24CP	Water Capital Plan 5 Year Update
WS24LC	Angelica Osage Utilities Improvements
WS24LI	Lift Station Improvements and Rehab (Lift Station 12 and 38)
WS24LR	Lift Station 19 Replacement
WS24MC	Sellers WRF Replacement of MCCs 7 & 8
WS24OB	Dyal Operations Building Improvements
WS24PB	Dyal Pole Barn
WS24SW	Replacement of Liftstation 1 Seawall
WS24TC	Dyal Taylor Creek Reservoir Pump Station Improvements
WS24WM	Courtney Parkway Improvements
WS24WP	Friday Road Utilities Improvements
WS25AB	Sellers WRF Air Supply System Upgrades
WS25CR	Camp Road/US 1 Forcemain Replacement
WS25GT	Dyal Washwater Tank Rehabilitation
WS25JP	New Jockey High Service Pumps
WS25OC	Vapex Odor Control System
WS25RT	Lift Station Communication Upgrades
WS25WC	Water Main Crossing, West Central Ave.
WS26HV	Replacement of HSP #4 VFD at Dyal
WS26GM	Imp. St. Johns Street & Ridgeway Avenue Gravity Main
WSGEMC	Groundwater Exploratory Well for Membrane Concentrate Disposal
DY26MC	Conceptual Design for Membrane Plant
WS26WL	Lift Station 17 Wetwell Lining
WSFVAR	Forcemain Valves Assessment and Replacement

Attachment B

CIP/Utility OR Funded Projects List for FY26 Program Management Services

PN	FY2026 Operating Revenue Funded Projects	Phases for FY2026	Design Management	Bid/Construction Project Support	Construction Management/ Inspection	Technical Assistance
CA2502	14"/18" AC Raw Water Pipeline Upgrade and Well 17 Area Isolation Valves - Phase I Construction	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
CA2602	Pineda Phase 2	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
DYET22	Elevated Tower Coating and Structural Repairs	Construction	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS0904	Refurbish Sewer Lines	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS1106	Raw Water Well Rehabilitation (WS-19)	Design and Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS1201	Water Pipeline Infrastructure Assessment and Replacement	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS18BR	Banana River Tank Improvements	Construction	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS18RD	WT63 Replacement of Dyal Finished Water Steel GST	Design and Construction	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS19MH	Manhole Assessment	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS20DW	Dyal Install New Well #17	Design and Construction	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS20G2	Indian River Lagoon Septic to Sewer (Zone J)	Planning and Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS20GS	Indian River Lagoon Septic to Sewer (Zone K)	Planning and Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS21OZ	WT46 Ozone Improvements	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS21SS	Sellers SCADA Migration Project	Design	City of Cocoa	Not Applicable	Not Applicable	Jacobs
WS22IR	Sellers WRF Advancement WW Treatment	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS23BR	Dyal Carbon Dioxide Bulk Tank Replacements	Design	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS23ML	Sellers WRF Motor & Logic Control Panel Replacement	Design and Implementation	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS23PT	Surface Water Chemical Rehabilitation (Formally New Cal-flo Tank)(Dyal)	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS23RC	Clarifiers 1 and 2 Structural Repairs	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS23RR	Pineda Crossing WM Replacement	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS24CP	Water Capital Plan 5 Year Update	Planning	City of Cocoa	Not Applicable	Not Applicable	Jacobs
WS24LC	Angelica Osage Utilities Improvements	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS24LI	Lift Station Improvements and Rehab (Lift Station 12 and 38)	Construction	City of Cocoa	City of Cocoa	Not Applicable	Jacobs
WS24LR	Lift Station 19 Replacement	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS24MC	Sellers WRF Replacement of MCCs 7 & 8	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS24OB	Dyal Operations Building Improvements	Design and Construction	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS24PB	Dyal Pole Barn	Design and Construction	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS24SW	Replacement of Liftstation 1 Seawall	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS24TC	Dyal Taylor Creek Reservoir Pump Station Improvements	Design	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS24WM	Courtney Parkway Improvements	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS24WP	Friday Road Utilities Improvements	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS25AB	Sellers WRF Air Supply System Upgrades	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS25CR	Camp Road/US 1 Forcemain Replacement	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS25GT	Dyal Washwater Tank Rehabilitation	Construction	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS25JP	New Jockey High Service Pumps	Design and Construction	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS25OC	Vapex Odor Control System	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS25RT	Lift Station Communication Upgrades	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS25WC	Water Main Crossing, West Central Ave.	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS26HV	Replacement of HSP #4 VFD at Dyal	Design and Construction	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS26GM	Imp. St. Johns Street & Ridgeway Avenue Gravity Main	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WSGEMC	Groundwater Exploratory Well for Membrane Concentrate Disposal	Design	City of Cocoa	City of Cocoa	Jacobs	Jacobs
DY26MC	Conceptual Design for Membrane Plant	Design	City of Cocoa	Not Applicable	Not Applicable	Jacobs
WS26WL	Lift Station 17 Wetwell Lining	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WSFVAR	Forcemain Valves Assessment and Replacement	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs

Attachment C
Jacobs Engineering Group Rate Schedule

Classification	Description	Rate
Engineer 9	Principal	\$235
Engineer 8	Senior Reviewer/Consultant	\$235
Engineer 7	Senior Project Manager	\$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	\$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	\$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	\$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	\$142
Engineer 2	Project Engineer/Scientist/Consultant	\$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	\$110
Engineer 0	Engineering Intern	\$95
Technician 5	Senior Construction Manager/Senior Designer	\$169
Technician 4	Construction Manager/Senior Technician	\$142
Technician 3	Senior Construction Inspector	\$120
Technician 2	Construction Inspector/Technician	\$110
Technician 1	Junior Construction Inspector/Junior Technician	\$85
Technician Aide	Technical Aide	\$80
Office	Office/Project Administration	\$85

Notes:

- Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.
- These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.
- Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.
- Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.
- All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.
- Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

**AGREEMENT FOR
CONTINUING ENGINEERING SERVICES FOR WATER SYSTEM**

THIS AGREEMENT is made and entered this 5th day of February 2020, by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **JACOBS ENGINEERING GROUP INC.**, a Delaware corporation authorized to do business in the State of Florida ("Engineer"), whose principal address is 1999 Bryan Street, Dallas, TX 75201.

WITNESSETH:

WHEREAS, the City has a need to obtain engineering, design and permitting services from time to time for projects related to the City's water system on an as-needed, task - oriented basis; and

WHEREAS, the City has followed the selection and negotiation process set forth in the Florida's Engineers' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, the Engineer participated in the selection and negotiation process; and

WHEREAS, the Engineer is willing to provide such engineering, design and permitting services to the City under the terms and conditions stated herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional two (2) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering, design and permitting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Engineer" shall mean Jacobs Engineering Group Inc. and its principals, employees and resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in section 119.011(12), Florida Statutes, as may be amended.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by the Engineer or Engineer's independent professional associates and Engineers which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, as may be amended or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by the Engineer under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Engineer and the Engineer agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of the Engineer to perform engineering, design and permitting services on a "task" basis. The City will communicate with the Engineer, verbally or in writing, a general description of the task to be performed. If a site visit by the Engineer is needed to generate the scope of document, the Engineer shall request approval prior to visiting the site. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Exhibit "A,"** and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City reserves the right, at its discretion, to

consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal.

The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description, cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order." The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering, design and permitting services for any City water system project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Engineer shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for professional services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

2.3 The Engineer may be asked to perform any engineering services related to the Water System. The Services may include, but are not limited to, the following:

1. Engineering Design Services to include design submittals, specification development, permitting, and Engineer of Record services;
2. Bidding Support Services;
3. Construction Phase Services including; shop drawing and submittal review, responses to requests for information, and progress meeting attendance/management, periodic site visits, testing, Certification of Construction, Record Drawings, Resident Engineer (if required), Construction Management and Inspection, startup assistance/training, and the use of alternative project delivery methods;
4. Cost Estimating Services;
5. Design, support, and implementation for Supervisory Control and Data Acquisition (SCADA) and other Instrumentation and Controls (I&C) infrastructure per the City's Control Systems Configuration Standards. The Dyal Plant is currently using Wonderware for their SCADA platform;
6. Design and management support of repair and maintenance projects for the Dyal plant, supply, and distribution system;
7. Engineering assessments, including structural, process, hydraulic, pipeline condition, etc.;
8. Permitting assistance including consumptive use permitting, negotiations, and compliance;
9. Environmental impact assessments, including wetlands monitoring, and other environmental assistance;

10. Hydraulic, hydrogeologic, and water quality modeling, calibration and analysis including ground water hydrology, Aquifer Storage and Recovery (ASR) system assistance and well drilling assistance;

11. Planning evaluations and studies including long-term master planning and Capital Improvement Plan (CIP) development, validation, prioritization, scheduling, probable cost determinations and coordination with various planning agencies;

12. Water Quality Monitoring Program management assistance (Technical and regulatory support);

13. Studies related to water treatment and quality;

14. Assistance in regulatory negotiations with the St. Johns River Water Management District, the Florida Department of Environmental Protection, and other regulatory agencies associated with the development and operation of the water system;

15. Asset management and condition assessment assistance including operation and maintenance studies;

16. Information management services including Geographical Information System (GIS), Global Positioning System (GPS), instrumentation, custom programming/software, and other technologies;

17. Security system design, support, and implementation;

18. System optimization assistance including lost water mitigation;

19. Grants assistance and state/federal funding assistance;

20. Engineering evaluation and design of alternative and conventional water supplies, wells, treatment facilities, transmission and distribution system modifications, expansions and other improvements including development of specifications and bench/pilot scale testing when necessary;

21. Reporting assistance to regulatory and other agencies including document preparation, public meetings, and presentations;

22. Program management services, including program management/administration, scheduling, cost control, document control, program website updating, design management, construction project support, and public involvement services in support of the Cocoa Utilities CIP program and repair and maintenance projects for the water system;

23. Services related to the development of the City's project financing and/or budget;

24. Assistance with preparation of information for rate and fee determinations and associated revenue projections;

25. Miscellaneous services including public relations assistance, design review, program management services, financial controls, and easement acquisition services.

2.4 The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Engineer, unless otherwise agreed by the City in writing, are set forth in **Exhibit "A"** and fully incorporated herein by this reference.

2.5 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding \$2 Million may be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 The City may make changes in the Services at any time by giving written notice to the Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, the City and the Engineer will negotiate any change in total cost or schedule modifications. If the City and the Engineer approve any change, the Task Order will be modified in writing to reflect the changes; and the Engineer shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by the City's and the Engineer's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 The Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. The Engineer shall complete all of said services in a timely manner and will keep the City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should the Engineer fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed -upon schedule.

4.2 No extension for completion of services shall be granted to the Engineer without the City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill -timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 General Services. For basic and additional Services performed by the Engineer's principals, employees and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

5.2 Additional Services Performed by Professional Associates and Engineers. For additional Services and Reimbursable Expenses of independent professional associates and Engineers employed by the Engineer to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that billed the Engineer by the independent professional associates and Engineers. Prior to payment by the City, the Engineer shall submit to the City a copy of any written invoice received by the Engineer from all independent professional associates and Engineers which clearly evidences the amount billed by

the independent professional associates and Engineers for additional Services and any Reimbursable Expenses.

5.3 **Witness Services.** For witness services rendered by the Engineer's principals, employees, resident project representatives (and assistants) and independent professional associates and Engineers on behalf of the City in any litigation, arbitration or other legal or interested administrative proceeding in which the City is a named an interested party, the City agrees to pay the Engineer or independent professional associate or Engineer, which is used as a witness, an amount equal to that agreed upon by the party for a particular Task Order.

5.4 **Florida Prompt Payment Act.** Payment shall be due and payable as provided by the Florida Prompt Payment Act Section 218.70 et. seq., Florida Statutes.

5.5 **Miscellaneous.** Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or costs associated with delays caused in whole or in part by the Engineer.

5.6 **Errors and Deficiencies.** The Engineer shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in the Engineer's services provided under this Agreement.

5.7 **Payment Offsets.** To the extent that the Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by the Engineer. Before withholding any payments, the City will provide Engineer with at least five (5) business days' notice to afford Engineer an opportunity to resolve the payment issue to the City's complete satisfaction within said time period.

5.8 **Payment not Waiver.** The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and the Engineer shall remain liable to the City in accordance with applicable law for damages to the City caused by the Engineer's negligent, reckless, or intentionally wrongful performance of any Services provided under this Agreement.

5.9 **Delay Remedy.** The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. The Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. The Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

5.10 **Acceptance of Payment.** Acceptance of final payment by the Engineer for a
Agreement for Continuing Engineering Services for Water System
City of Cocoa / Jacobs Engineering, Inc.

specific Task Order shall constitute a release of all claims for payment which the Engineer may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Engineer prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Engineer or to any remedies the City may pursue with respect to such claims.

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

5.12 Partial Payments. Payment made to the Engineer shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Engineer of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

6.0 RIGHT TO INSPECTION

6.1 The City or its affiliates shall at all times have the right to review or observe the Services performed by the Engineer.

6.2 No inspection, review or observation shall relieve the Engineer of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 The City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. The Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City's Project Manager.

8.0 SAFETY

8.1 The Engineer shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees and resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, the City shall grant the Engineer reasonable

access to the City's premises, records and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, the Engineer shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the amount of \$3,000,000.00 per occurrence and in the aggregate with a deductible not greater than \$50,000.00.

b. General Liability. The Engineer shall maintain comprehensive general liability insurance in the amount of \$1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than \$5,000.00, unless a higher deductible is pre-approved by the City Manager, to protect the Engineer from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

c. Automobile Liability. The Engineer shall maintain comprehensive automobile liability insurance in the amount of \$1,000,000 per occurrence combined single limit for bodily injury, including wrongful death, and 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 Engineer or by anyone directly or indirectly employed by the Engineer.

d. Workers' Compensation. The Engineer shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City

may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type and quality as required by the Agreement.

10.4 Independent Associates and Engineers. All independent associates and Engineers employed by the Engineer to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 The Engineer shall comply with all requirements of federal, state and local laws, rules, regulations, standards and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 The Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. The Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. The Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. The Engineer shall provide the City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of Engineers (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on the Engineer's behalf with respect to the Services. In addition, the Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any

activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes and regulations applicable to the Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by the Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Section 2.2 herein, the Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in the Task Order, that it will investigate the essential requirements of the services required by the Task Order and that it will have sufficient personnel, equipment and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 The Engineer represents that all principals, employees and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 The Engineer guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, the Engineer shall indemnify, hold harmless and defend the City, its officers, directors, employees, agents assigns and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright or trademark resulting from the use of any goods, services or other item provided under this Agreement. Notwithstanding the foregoing, the Engineer may elect to provide non - infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer 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 Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. 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 Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

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

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

14.2. Reuse of Documents. All documents, including but not limited to, drawings, specifications and data or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

14.3. Ownership of Documents. The City and the Engineer agree that upon payment of fees due to the Engineer by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Engineer waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

14.4. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, the Engineer shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to, computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 The Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of the City. Any subcontractors employed by Engineer for any Work required under this Agreement shall require prior written approval from the City, unless previously approved in the Task Order. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

15.2 If upon receiving written approval from the City, any part of this Agreement is subcontracted by the Engineer, the Engineer shall be fully responsible to the City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

15.3 If the City determines that any subcontractor is not performing in accordance with this Agreement, the City shall so notify the Engineer who shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by the Engineer, prior to the commencement of any Work by the subcontractor, the Engineer shall require the subcontractor to provide the City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, the Engineer and any approved subcontractors shall be considered an independent contractor(s) and not an employee(s) of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 In addition to the City's right to terminate this Agreement for convenience under Section 18.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and to rescind all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

a. The Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefore; or

b. The Engineer is adjudicated bankrupt or makes any assignment for the benefit of creditors or the Engineer becomes insolvent, or is unable or unwilling to pay its debts; or

c. The Engineer has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

d. The Engineer has committed any act of fraud upon the City; or

e. The Engineer has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

f. The Engineer has assigned this Agreement or any Task Order without the City's prior written consent.

17.2 Notwithstanding the aforementioned, in the event of a default by the Engineer, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

17.3 In the event of such termination upon default and breach of this Agreement, any completed services performed by the Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Engineer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the amount of damages due to the City from the Engineer can be determined.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, the City may, upon written notice to the Engineer, terminate this Agreement, without penalty, if: (a) the Engineer is in default pursuant to Section 17.0 Default; (b) the Engineer makes a general assignment for the benefit of its creditors; (c) the Engineer fails to comply with any condition or provision of this Agreement; or (d) the Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy the City may have under this Agreement. In addition, either party may terminate for convenience with no penalty at any time upon thirty (30) days advance written notice. In the event of such termination, the City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

18.2 In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

18.3 In the event of termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to the City's affiliates' generating plants, their equipment or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendices and Exhibits attached hereto, constitute the entire agreement between the City and the Engineer with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 The City and the Engineer each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Engineer:

Jacobs Engineering Group Inc.
200 South Orange Avenue
Suite 900
Orlando, FL 32801
Attention: Mr. Didier Menard
Work: (407) 903-5252
Fax: (407) 903-5150

For City:

City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

31.2 Either party may change the notice address by providing the other party written notice of the change.

31.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

32.0 SOVEREIGN IMMUNITY

32.1 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. Engineer agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

33.1 The Engineer hereby represents and warrants to the City the following:

a. The Engineer is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of the Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of the Engineer.

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

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34.1 The Engineer shall indemnify and hold harmless the City, its officers, employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

The Engineer specifically assumes potential liability for actions brought by the Engineer's own employees against the City and, solely for the purpose of this indemnification, the Engineer specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnity provisions set forth in this Section shall survive termination of this Agreement.

34.2 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

34.3 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

34.4 Notwithstanding any other provision of this Agreement, neither party shall have liability to the other for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of either party, their respective employees, or subconsultants.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of the Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make the Engineer or the Engineer's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their

obligations, duties and responsibilities including, but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. The Engineer and the Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the Engineer's own personnel.

35.2 The presence of the Engineer's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). The Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents or for the safety of persons and property during construction which shall remain the sole responsibility of the construction contractor. Engineer will not bear any responsibility or liability for construction contractor's defects or deficiencies or for the failure to so detect. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. The Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision or agency;

b. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

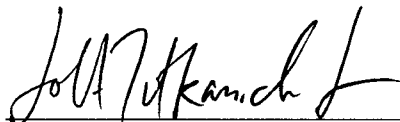
c. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than the Engineer's undersigned representative's execution of the Agreement.

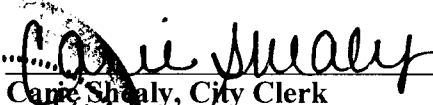
IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CITY OF COCOA


John Titkanich, Jr. , City Manager

ATTEST:


Carrie Shaly, City Clerk

ENGINEER:

Jacobs Engineering, Inc. (Firm name)

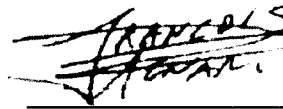

_____, Title
Francois D. Menard, P.E., Vice President



EXHIBIT A
HOURLY RATE SCHEDULE

EXHIBIT "A"**Jacobs Engineering Group Rate Schedule**

Classification	Description	Rate
Engineer 9	Principal	\$235
Engineer 8	Senior Reviewer/Consultant	\$235
Engineer 7	Senior Project Manager	\$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	\$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	\$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	\$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	\$142
Engineer 2	Project Engineer/Scientist/Consultant	\$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	\$110
Engineer 0	Engineering Intern	\$95
Technician 5	Senior Construction Manager/Senior Designer	\$169
Technician 4	Construction Manager/Senior Technician	\$142
Technician 3	Senior Construction Inspector	\$120
Technician 2	Construction Inspector/Technician	\$110
Technician 1	Junior Construction Inspector/Junior Technician	\$85
Technician Aide	Technical Aide	\$80
Office	Office/Project Administration	\$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.
2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.
3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.
4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.
5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.
6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.



Purchasing

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
1st AMENDMENT
JACOBS ENGINEERING GROUP INC.

This FIRST Amendment to the Continuing Services Agreement entered on February 5, 2020 for engineering, design and permitting services is made between the City of Cocoa and Jacobs Engineering Group Inc.

The Parties desire to amend the Agreement as follows:

- A. The Term is extended through February 4, 2025, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the first of two renewal options available.
- B. This Amendment increases the cost limitation in Section 2.5 of the Agreement to \$4 million in accordance with the amended Consultants' Competitive Negotiation Act (CCNA). Section 2.5 of the agreement states, "No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding \$2 Million may be the subject of a Task Order under this Agreement." This cost limitation was based on Florida Statute, Title XIX, 287.055, the CCNA. The Florida Legislature has since amended the CCNA, increasing the cost limitation effective July 1, 2020.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this First Amendment to the Continuing Services Agreement.

Jacobs Engineering Group Inc.

CITY OF COCOA

By: Francois Didier Menard, PE
(Print Name)

By: Michael C. Blake
(Print Name)

Vice President
(Title)

Mayor
(Title)

10/28/2022

Signature / Date

12/13/2022

Signature / Date

Attest:

A circular official seal of the City of Cocoa, Florida. The outer ring contains the text "CITY OF COCOA" at the top and "FLORIDA" at the bottom. The inner circle contains the word "SEAL" in the center.

Carie Shealy
Carie Shealy, City Clerk

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing / Contracts Division Manager
Jack Walsh, Director, Utilities



Purchasing

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
2nd AMENDMENT
JACOBS ENGINEERING GROUP INC.

This SECOND Amendment to the Continuing Services Agreement entered on February 5, 2020, for engineering, design and permitting services is made between the City of Cocoa and Jacobs Engineering Group Inc.

The Parties desire to amend the Agreement as follows:

- A. The Term is extended through February 4, 2027, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the second of two renewal options available.
- B. This Amendment increases the cost limitation in Section 2.5 of the Agreement in accordance with the newly amended Consultants' Competitive Negotiation Act (CCNA). The contractual cost limitations are based on Florida Statutes § 287.055, the CCNA. The Florida Legislature has recently amended the CCNA, increasing the cost limitation effective July 1, 2024. Under the newly amended CCNA, the maximum cost for each individual project procured pursuant to the CCNA has risen to \$7.5 Million, plus an annual increase based on the Consumer Price Index (CPI). Accordingly, Section 2.5 of the Agreement is stricken in its entirety and replaced with the following:

No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding the thresholds outlined in the Consultants' Competitive Negotiation Act, Florida Statutes § 287.055, ("CCNA"), may be the subject of a Task Order under this Agreement.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Second Amendment to the Continuing Services Agreement.

Jacobs Engineering Group Inc.

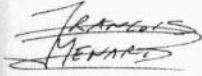
CITY OF COCOA

By: Francois Didier Menard, PE
(Print Name)

By: Michael C. Blake
(Print Name)

Vice President

(Title)

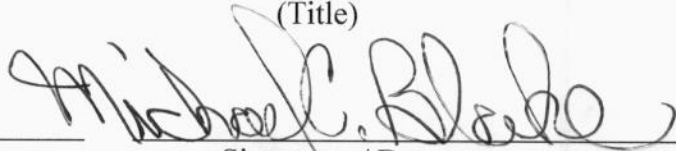


Signature / Date

07/23/2024

Mayor

(Title)



Signature / Date

Attest:



Monica Arsenault, City Clerk

CC: Monica Arsenault, City Clerk
Brian Dale, Purchasing Manager
Jack Walsh, Director, Utilities



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/28/2025

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 LIC #0437153 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071 USA		1-212-948-1306		CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS:		FAX (A/C. No): 1-212-948-1306	
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 555 South Flower Street, Suite 3200 Los Angeles, CA 90071 USA				INSURER(S) AFFORDING COVERAGE		NAIC #	
				INSURER A: ACE AMER INS CO		22667	
				INSURER B: INDEMNITY INS CO OF NORTH AMER		43575	
				INSURER C:			
				INSURER D:			
				INSURER E:			
				INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 752003073

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.

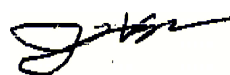
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			HDO G48977145	07/01/25	07/01/26	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ISA H11371504	07/01/25	07/01/26	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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	N/A	WLR C72792919 (AOS) SCF C72792920 (WI) WCU C72792932 (OH)*	07/01/25 07/01/25 07/01/25	07/01/26 07/01/26 07/01/26	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY			EON G21655065 016	07/01/25	07/01/26	PER CLAIM/PER AGG 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT MGR: Pamela Holcomb. CONTRACT MGR: Jeff Voorhees. RE: Program management, engineering, design and permitting services. CONTRACT END DATE: 2/5/2023. SECTOR: Public. City of Cocoa FL is added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER

CANCELLATION

City of Cocoa FL 351 Schearer Blvd. Cocoa, FL 32922 USA	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 

© 1988-2015 ACORD CORPORATION. All rights reserved.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
05/28/2025

NAME OF INSURED: Jacobs Engineering Group Inc.

Additional Description of Operations/Remarks from Page 1:

Additional Information:

***\$2,000,000 SIR FOR STATE OF: OHIO**

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Solutions Inc.			Endorsement Number 8
Policy Symbol HDO	Policy Number G48977145	Policy Period 07/01/2025 TO 07/01/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B.** The Schedule must be initially provided to us within 15 days after:
 - i. The beginning of the Policy period, if this endorsement is effective as of such date; or
 - ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C.** The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D.** Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E.** We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H.** We may arrange with your representative to send such notice in the event of any such cancellation.
- I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

A handwritten signature in black ink, consisting of stylized, overlapping loops and lines.

Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Solutions Inc.			Endorsement Number 2
Policy Symbol ISA	Policy Number H11371504	Policy Period 07/01/2025 TO 07/01/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B.** The Schedule must be initially provided to us within 15 days after:
 - i. The beginning of the Policy period, if this endorsement is effective as of such date; or
 - ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C.** The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D.** Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E.** We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H.** We may arrange with your representative to send such notice in the event of any such cancellation.
- I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

A handwritten signature in black ink, consisting of stylized, overlapping loops and strokes.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

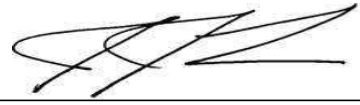
Named Insured JACOBS SOLUTIONS INC. 555 S. FLOWER STREET SUITE 3200 LOS ANGELES CA 90017	Endorsement Number
	Policy Number Symbol: WLR Number: C72792919
Policy Period 07-01-2025 TO 07-01-2026	Effective Date of Endorsement 07-01-2025
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

- A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B.** The Schedule must be initially provided to us within 15 days after:
- The beginning of the Policy period, if this endorsement is effective as of such date; or
 - This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C.** The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D.** Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E.** We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H.** We may arrange with your representative to send such notice in the event of any such cancellation.
- I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This Endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.

A stylized, handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.

Authorized Representative

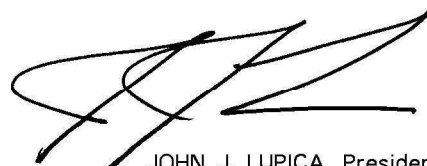
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Jacobs Solutions Inc.			Endorsement Number
Policy Symbol EON	Policy Number G21655065 016	Policy Period 07/01/2025 to 07/01/2026	Effective Date of Endorsement 07/01/2025
Issued By (Name of Insurance Company) ACE American Insurance Company			

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

- A. If **We** cancel or non-renew the **Policy** prior to its expiration date by notice to **You** for any reason other than nonpayment of premium, **We** will endeavor, as set out below, to send written notice of cancellation or non-renewal via such electronic or other form of notification as **We** determine, to the persons or organizations listed in the schedule that **You** or **Your** representative provide or have provided to **Us** (the **Schedule**). **You** or **Your** representative must provide **Us** with both the physical and e-mail address of such persons or organizations, and **We** will utilize such e-mail address and/or physical address that **You** or **Your** representative provided to **Us** on such **Schedule**.
- B. The **Schedule** must be initially provided to **Us** within 30 days after:
- The beginning of the **Policy Period**, if this endorsement is effective as of such date; or
 - This endorsement has been added to the **Policy**, if this endorsement is effective after the **Policy Period** commences.
- C. The **Schedule** must be in a format that is acceptable to **Us** and must be accurate.
- D. **Our** delivery of the notification as described in Paragraph A of this endorsement will be based on the most recent **Schedule** in **Our** records as of the date the notice of cancellation or non-renewal is mailed or delivered to **You**.
- E. **We** will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the **Schedule** at least 30 days prior to the cancellation or non-renewal date applicable to the **Policy**.
- F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the **Schedule** in the event of a pending cancellation or non-renewal of coverage. **We** have no legal obligation of any kind to any such person(s) or organization(s). **Our** failure to provide advance notification of cancellation or non-renewal to the person(s) or organization(s) shown in the **Schedule** shall impose no obligation or liability of any kind upon **Us**, **Our** agents or representatives, will not extend any **Policy** cancellation or non-renewal date and will not negate any cancellation or non-renewal of the **Policy**.
- G. **We** are not responsible for verifying any information provided to **Us** in any **Schedule**, nor are **We** responsible for any incorrect information that **You** or **Your** representative provide to **Us**. If **You** or **Your** representative does not provide **Us** with a **Schedule**, **We** have no responsibility for taking any action under this endorsement. In addition, if neither **You** nor **Your** representative provides **Us** with e-mail address and/or physical address information with respect to a particular person or organization, then **We** shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H. With respect to this endorsement **Our**, **Us** or **We** means the stock insurance company listed in the Declarations, and **You** or **Your** means the insured person or entity listed in Item 1 of the Declarations page.

All other terms and conditions of this **Policy** remain unchanged.



JOHN J. LUPICA, President
Authorized Representative

CITY COUNCIL AGENDA ITEM

Memo Date: August 21, 2025
Agenda Date: September 9, 2025
File ID: 2025-849
Prepared By: James Mitchell, Water Treatment Manager
Through: John Walsh, Utilities Director
Requested Action: To Approve Task Order No. 2026-54 to Jacobs Engineering Group, Inc. in the amount of \$449,488 for Provide Program Management/Administration, Design Management and Construction Project Support Services for Operating Revenue funded Cocoa Utilities Capital Improvement Plan Program Projects related to Water Supply and Water Treatment; Pending Approval of the FY 2026 Budget.

BACKGROUND:

On November 13, 2019, City Council approved the final ranking of firms for RFQ-20-03-COC, Engineering Services for the Water System, and authorized the City Manager and City Attorney to negotiate and execute a multi-year contract with the selected firm, Jacobs Engineering Group (Jacobs). This agreement was entered into on February 5, 2020, for three years with the option to extend the term for two (2) additional two (2) year terms.

On December 13, 2022, City Council approved the First Amendment of the current agreement which initiated the first two-year renewal option, extending the term of the agreement through February 4, 2025.

On August 27, 2024, City Council approved the Second Amendment which initiated the second and final two-year renewal option with Jacobs, extending the term of the Agreement to February 4, 2027. The Second Amendment also updated the construction cost limitation of the agreement to the current amended value of \$7.5 million plus an annual increase based on the Consumer Price Index, per the current CCNA statute, which went into effect on July 1, 2024.

Proposed Task Order No. 2026-54 covers the period from October 1, 2025 through September 30, 2026 with the following engineering services:

Task 1 - Project Management, Engineering and Operations Support Jacobs will provide project management, engineering and operations support to Dyal Treatment Plant staff for both capital and renewal and replacement (R&R) projects related to the water supply and water treatment systems.

Task 2 - SCADA, Process Control Systems and Instrumentation Support Jacobs will provide project management, engineering and operations support of the Dyal Treatment Plant Supervisory Control and Data Acquisition (SCADA) system, process control

systems, network and server systems, and instrumentation.

Task 3 - Computerized Maintenance Management System (CMMS) Support Jacobs will provide project management, engineering, and technical support for the Dyal Water Treatment Plant Computerized Maintenance Management System (CMMS). The CMMS is a central repository for water treatment assets and is used to develop work orders and track maintenance history.

Staff recommends approval of Task Order No. 2026-54 for \$449,488.00 with the Jacobs Engineering Group, pending approval of the FY2026 Budget.

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

Budgeted? Yes

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

Source/Use of Funds

Amount Requested \$449,488.00

Account Number 421-4020-536.31-03

Account Name Engineering Services

Source of Funds: Operating Revenue

PREVIOUS ACTION:

RECOMMENDED MOTION:

To Approve Task Order No. 2026-54 to Jacobs Engineering Group, Inc. in the amount of \$449,488 for Provide Program Management/Administration, Design Management and Construction Project Support Services for Operating Revenue funded Cocoa Utilities Capital Improvement Plan Program Projects related to Water Supply and Water Treatment; Pending Approval of the FY 2026 Budget.

City of Cocoa Task Order 2026-54

FY 2026 Engineering Services for the Water System Program Management Services - Water Supply and Water Treatment Support

Objective

The purpose of this task order is to provide program management services, including project management/administration, design management and engineering, support services during construction phase for Operating Revenue (OR) funded Cocoa Utilities Capital Improvement Plan (CIP) program projects related to water supply and water treatment. This task order is intended to include the estimated level of effort to provide the services described above on a time and materials basis compensation method for the period from October 1, 2025 through September 30, 2026. Services proposed by JACOBS Engineering Group Inc. (JACOBS) in this Task Order will be performed in accordance with the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa on February 5, 2020, and second Amendment dated July 23, 2024.

Scope of Services

Task 1 – Project Management, Engineering and Operations Support

JACOBS will provide project management, engineering and operations support to Dyal Treatment Plant staff for both capital and renewal and replacement (R&R) projects related to the water supply and water treatment systems. JACOBS will prepare for and attend an initial FY2026 work planning meeting with plant management staff and then develop a work plan based on the outcome of the meeting. JACOBS will provide support services for tasks outlined in the work plan. JACOBS will also provide support to aid in resolving operations and water quality issues at the plant and distribution. JACOBS will also provide support services as necessary during the construction phase including submittal review, inspection, and coordination. JACOBS will coordinate and perform the Task 1 support work as determined and authorized by the City of Cocoa within the compensation limits of this task order. JACOBS will keep the City apprised of any concerns on budget once the work plan is complete.

Task 2 – SCADA, Process Control Systems and Instrumentation Support

JACOBS will provide project management, engineering and operations support of the Dyal Treatment Plant Supervisory Control and Data Acquisition (SCADA) system, process control systems, network and server systems, and instrumentation. The SCADA system is the main control system for the water treatment plant, wellfield, and distribution pump stations. JACOBS will prepare for and attend an initial FY2026 work planning meeting with plant management staff and then develop a work plan based on the outcome of the meeting. JACOBS will provide support services for tasks outlined in the work plan. JACOBS will coordinate and perform the Task 2 support work as determined and authorized by the City of Cocoa within the compensation limits of this task order. JACOBS will keep City apprised of any concerns on budget once the work plan is complete.

Task 3 – CMMS Support

JACOBS will provide project management, engineering, and technical support for the Dyal Water Treatment Plant Computerized Maintenance Management System (CMMS). The CMMS is a central repository for water treatment assets and is used to develop work orders and track maintenance history. JACOBS will prepare for and attend an initial FY2026 work planning meeting with plant management staff and then develop a work plan based on the outcome of the meeting. JACOBS will provide support services for tasks outlined in the work plan. JACOBS will coordinate and perform the Task 3 support work as determined and authorized by the City of Cocoa within the compensation limits of this task order. JACOBS will keep City apprised of any concerns on budget once the work plan is complete.

Assumptions

- The presence or duties of JACOBS' personnel at a construction site, whether as onsite representatives or otherwise, do not make JACOBS or JACOBS' personnel in any way responsible for those duties that belong to City and/or the construction contractor or other entities, and do not relieve the construction contractor or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.
- JACOBS and JACOBS' personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except JACOBS' own personnel.
- The presence of JACOBS' personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design

concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). JACOBS neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

- JACOBS will reasonably rely upon the accuracy, and completeness of the information/ data provided by the City or other third parties.
- Work under Task 2 and Task 3 may be performed via a remote connection or partially performed in a JACOBS office with final installation onsite as determined by the City.
- JACOBS consultation, review, configuration, or study (as applicable) of Client's software, hardware, products or systems (collectively "Client's System") in no way makes JACOBS responsible for the performance, operation or security of Client's System. JACOBS makes no warranty, whether expressed or implied, as to the viability or performance of Client's System. Additionally, JACOBS cannot and does not provide any representation, warranty or guarantee that its services will ensure the Client's System will not be vulnerable, susceptible or open to outside infiltration, exploitation, hacking or breach from third parties, outside entities or sources. Client is solely responsible for the security of Client's System and JACOBS' services do not in any way relieve the Client of any responsibility for the protection, firewalling and/or overall security of the Client's System. JACOBS shall have no responsibility or liability for the security of Client's System and Client shall indemnify and hold JACOBS harmless for any claims, liability, actions, damages, expenses, and/or costs of any kind associated with any actual or alleged infiltration, data loss, data corruption, exploitation, hacking or breach of Client's System at any time regardless of the source or cause thereof.

Schedule

This Task Order covers the period from date of October 1, 2025 through September 30, 2026.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized below by task.

Task	Hours	Fee
TASK 1 - Project Management, Engineering and Operations Support	808	\$166,664
TASK 2 - SCADA, Process Control Systems and Instrumentation Support	1,352	\$250,280
TASK 3 - CMMS Support	176	\$27,544
EXPENSES & SUBCONSULTANTS	N/A	\$5,000
Grand Total	2,336	\$449,488

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As projects scopes are better defined, actual levels of effort required and associated fees might differ and require coordination between JACOBS and the City.

Attachments

Exhibit A -Per Diem Rates Schedule

Acceptance

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

Approved for City of Cocoa

Accepted for JACOBS Engineering Group Inc.

By _____

By  _____
Francois Didier Menard

Title _____

Title Vice President

Date _____

Date 08/12/2025

City of Cocoa
FY2026 Engineering Services for the Water System
Water Supply and Water Treatment Support
Task Order 2026-54
Labor Hour Breakdown

TASK #	TASK NAME	Senior Project Manager	Senior Professional Engineer/Scientist/Consultant	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	Junior Professional Engineer/Scientist/Consultant	Senior Construction Manager/Senior Designer	Construction Manager/Senior Designer	Senior Construction Inspector		Labor Hours	Labor Fee
1	PROJ MGT, ENG, AND OPERATIONS SUPPORT	\$235.00	\$218.00	\$199.00	\$142.00	\$169.00	\$142.00	\$120.00			
		320	16	360	80	16	16			808	\$166,664
									Task Subtotals	808	\$166,664
2	SCADA, PROCESS CONTROL SYSTEMS AND INSTRUMENTATION SUPPORT										
		416	24	312	600					1,352	\$250,280
									Task Subtotals	1,352	\$250,280
3	CMMS SUPPORT										
		16	8	8	144					176	\$27,544
									Task Subtotals	176	\$27,544
										Labor Total	2,336
										Expenses	\$5,000
										Subcontracts	\$0
										Task Order Total	\$449,488

EXHIBIT "A"**Jacobs Engineering Group Rate Schedule**

Classification	Description	Rate
Engineer 9	Principal	\$235
Engineer 8	Senior Reviewer/Consultant	\$235
Engineer 7	Senior Project Manager	\$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	\$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	\$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	\$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	\$142
Engineer 2	Project Engineer/Scientist/Consultant	\$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	\$110
Engineer 0	Engineering Intern	\$95
Technician 5	Senior Construction Manager/Senior Designer	\$169
Technician 4	Construction Manager/Senior Technician	\$142
Technician 3	Senior Construction Inspector	\$120
Technician 2	Construction Inspector/Technician	\$110
Technician 1	Junior Construction Inspector/Junior Technician	\$85
Technician Aide	Technical Aide	\$80
Office	Office/Project Administration	\$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.
2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.
3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.
4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.
5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.
6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

Task Order Request Form

P-Form 2021.09 Revised
07/14/2023

Engineering Services for Water System

2026-54

Name of CSA (Continuing Service Agreement)

TASK ORDER NUMBER

Date: 08/04/25 City Bid Number: RFQ-20-03-COC AMOUNT: \$ 449,488.00

Vendor Name: Jacobs Engineering Group Quote/Proposal Number: _____

Dept. Number/Division Name: 4020

Project Name: Program Management Services - Water Supply and Water Treatment Support Project Number: _____

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : _____ Requested Amendment Amount: _____

Original Task Order Amount: _____ Total Revised Amount including all Amendments: _____

Total number of Amendments including this one: _____

Scope of Services; Justification for Amendment

Provide Program Management/Administration, Design Management and Construction Project Support Services for Operating Revenue funded Cocoa Utilities Capital Improvement Plan Program Projects related to Water Supply and Water Treatment.

Design is Construction Related: ☐ YES ☒ NO ☐ N/A Good Faith Estimate of Construction Value: ☐ YES ☐ NO ☒ N/A
Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☐ NO ☒ N/A
Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

James Mitchell Digitally signed by James Mitchell
Date: 2025.08.21 13:46:07 -04'00'
Requestor

John "Jack" Walsh Digitally signed by John "Jack" Walsh
Date: 2025.08.21 14:44:20 -04'00'
Department Director

***** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY *****

Task Order : ☒ Approved ☐ Disapproved Refer to this Task # on all documentation: 2026-5
Council Approval Required: ☒ YES ☐ NO

Reason Disapproved: _____

Brian Dale Digitally signed by Brian Dale
Date: 2025.08.27 13:32:51 -04'00'
Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed \$75K)

Mayor (Purchases that exceed \$75K)

- 1) Requestor: Completes form and forwards all supporting documentation to Department Director.
- 2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafll.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)
- 3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.
- 4) Purchasing Manager reviews and approves, uploads approved Task Order Form.
- 5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding \$75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafll.org. If over \$75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafll.org.
- 6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

**AGREEMENT FOR
CONTINUING ENGINEERING SERVICES FOR WATER SYSTEM**

THIS AGREEMENT is made and entered this 5th day of February 2020, by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **JACOBS ENGINEERING GROUP INC.**, a Delaware corporation authorized to do business in the State of Florida ("Engineer"), whose principal address is 1999 Bryan Street, Dallas, TX 75201.

WITNESSETH:

WHEREAS, the City has a need to obtain engineering, design and permitting services from time to time for projects related to the City's water system on an as-needed, task - oriented basis; and

WHEREAS, the City has followed the selection and negotiation process set forth in the Florida's Engineers' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, the Engineer participated in the selection and negotiation process; and

WHEREAS, the Engineer is willing to provide such engineering, design and permitting services to the City under the terms and conditions stated herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional two (2) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering, design and permitting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Engineer" shall mean Jacobs Engineering Group Inc. and its principals, employees and resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in section 119.011(12), Florida Statutes, as may be amended.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by the Engineer or Engineer's independent professional associates and Engineers which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, as may be amended or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by the Engineer under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Engineer and the Engineer agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of the Engineer to perform engineering, design and permitting services on a "task" basis. The City will communicate with the Engineer, verbally or in writing, a general description of the task to be performed. If a site visit by the Engineer is needed to generate the scope of document, the Engineer shall request approval prior to visiting the site. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Exhibit "A,"** and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City reserves the right, at its discretion, to

consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal.

The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description, cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order." The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering, design and permitting services for any City water system project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Engineer shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for professional services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

2.3 The Engineer may be asked to perform any engineering services related to the Water System. The Services may include, but are not limited to, the following:

1. Engineering Design Services to include design submittals, specification development, permitting, and Engineer of Record services;
2. Bidding Support Services;
3. Construction Phase Services including; shop drawing and submittal review, responses to requests for information, and progress meeting attendance/management, periodic site visits, testing, Certification of Construction, Record Drawings, Resident Engineer (if required), Construction Management and Inspection, startup assistance/training, and the use of alternative project delivery methods;
4. Cost Estimating Services;
5. Design, support, and implementation for Supervisory Control and Data Acquisition (SCADA) and other Instrumentation and Controls (I&C) infrastructure per the City's Control Systems Configuration Standards. The Dyal Plant is currently using Wonderware for their SCADA platform;
6. Design and management support of repair and maintenance projects for the Dyal plant, supply, and distribution system;
7. Engineering assessments, including structural, process, hydraulic, pipeline condition, etc.;
8. Permitting assistance including consumptive use permitting, negotiations, and compliance;
9. Environmental impact assessments, including wetlands monitoring, and other environmental assistance;

10. Hydraulic, hydrogeologic, and water quality modeling, calibration and analysis including ground water hydrology, Aquifer Storage and Recovery (ASR) system assistance and well drilling assistance;

11. Planning evaluations and studies including long-term master planning and Capital Improvement Plan (CIP) development, validation, prioritization, scheduling, probable cost determinations and coordination with various planning agencies;

12. Water Quality Monitoring Program management assistance (Technical and regulatory support);

13. Studies related to water treatment and quality;

14. Assistance in regulatory negotiations with the St. Johns River Water Management District, the Florida Department of Environmental Protection, and other regulatory agencies associated with the development and operation of the water system;

15. Asset management and condition assessment assistance including operation and maintenance studies;

16. Information management services including Geographical Information System (GIS), Global Positioning System (GPS), instrumentation, custom programming/software, and other technologies;

17. Security system design, support, and implementation;

18. System optimization assistance including lost water mitigation;

19. Grants assistance and state/federal funding assistance;

20. Engineering evaluation and design of alternative and conventional water supplies, wells, treatment facilities, transmission and distribution system modifications, expansions and other improvements including development of specifications and bench/pilot scale testing when necessary;

21. Reporting assistance to regulatory and other agencies including document preparation, public meetings, and presentations;

22. Program management services, including program management/administration, scheduling, cost control, document control, program website updating, design management, construction project support, and public involvement services in support of the Cocoa Utilities CIP program and repair and maintenance projects for the water system;

23. Services related to the development of the City's project financing and/or budget;

24. Assistance with preparation of information for rate and fee determinations and associated revenue projections;

25. Miscellaneous services including public relations assistance, design review, program management services, financial controls, and easement acquisition services.

2.4 The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Engineer, unless otherwise agreed by the City in writing, are set forth in **Exhibit "A"** and fully incorporated herein by this reference.

2.5 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding \$2 Million may be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 The City may make changes in the Services at any time by giving written notice to the Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, the City and the Engineer will negotiate any change in total cost or schedule modifications. If the City and the Engineer approve any change, the Task Order will be modified in writing to reflect the changes; and the Engineer shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by the City's and the Engineer's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 The Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. The Engineer shall complete all of said services in a timely manner and will keep the City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should the Engineer fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed -upon schedule.

4.2 No extension for completion of services shall be granted to the Engineer without the City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill -timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 General Services. For basic and additional Services performed by the Engineer's principals, employees and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

5.2 Additional Services Performed by Professional Associates and Engineers. For additional Services and Reimbursable Expenses of independent professional associates and Engineers employed by the Engineer to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that billed the Engineer by the independent professional associates and Engineers. Prior to payment by the City, the Engineer shall submit to the City a copy of any written invoice received by the Engineer from all independent professional associates and Engineers which clearly evidences the amount billed by

the independent professional associates and Engineers for additional Services and any Reimbursable Expenses.

5.3 **Witness Services.** For witness services rendered by the Engineer's principals, employees, resident project representatives (and assistants) and independent professional associates and Engineers on behalf of the City in any litigation, arbitration or other legal or interested administrative proceeding in which the City is a named an interested party, the City agrees to pay the Engineer or independent professional associate or Engineer, which is used as a witness, an amount equal to that agreed upon by the party for a particular Task Order.

5.4 **Florida Prompt Payment Act.** Payment shall be due and payable as provided by the Florida Prompt Payment Act Section 218.70 et. seq., Florida Statutes.

5.5 **Miscellaneous.** Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or costs associated with delays caused in whole or in part by the Engineer.

5.6 **Errors and Deficiencies.** The Engineer shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in the Engineer's services provided under this Agreement.

5.7 **Payment Offsets.** To the extent that the Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by the Engineer. Before withholding any payments, the City will provide Engineer with at least five (5) business days' notice to afford Engineer an opportunity to resolve the payment issue to the City's complete satisfaction within said time period.

5.8 **Payment not Waiver.** The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and the Engineer shall remain liable to the City in accordance with applicable law for damages to the City caused by the Engineer's negligent, reckless, or intentionally wrongful performance of any Services provided under this Agreement.

5.9 **Delay Remedy.** The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. The Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. The Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

5.10 **Acceptance of Payment.** Acceptance of final payment by the Engineer for a
Agreement for Continuing Engineering Services for Water System
City of Cocoa / Jacobs Engineering, Inc.

specific Task Order shall constitute a release of all claims for payment which the Engineer may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Engineer prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Engineer or to any remedies the City may pursue with respect to such claims.

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

5.12 Partial Payments. Payment made to the Engineer shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Engineer of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

6.0 RIGHT TO INSPECTION

6.1 The City or its affiliates shall at all times have the right to review or observe the Services performed by the Engineer.

6.2 No inspection, review or observation shall relieve the Engineer of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 The City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. The Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City's Project Manager.

8.0 SAFETY

8.1 The Engineer shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees and resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, the City shall grant the Engineer reasonable

access to the City's premises, records and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, the Engineer shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the amount of \$3,000,000.00 per occurrence and in the aggregate with a deductible not greater than \$50,000.00.

b. General Liability. The Engineer shall maintain comprehensive general liability insurance in the amount of \$1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than \$5,000.00, unless a higher deductible is pre-approved by the City Manager, to protect the Engineer from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

c. Automobile Liability. The Engineer shall maintain comprehensive automobile liability insurance in the amount of \$1,000,000 per occurrence combined single limit for bodily injury, including wrongful death, and 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 Engineer or by anyone directly or indirectly employed by the Engineer.

d. Workers' Compensation. The Engineer shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City

may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type and quality as required by the Agreement.

10.4 Independent Associates and Engineers. All independent associates and Engineers employed by the Engineer to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 The Engineer shall comply with all requirements of federal, state and local laws, rules, regulations, standards and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 The Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. The Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. The Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. The Engineer shall provide the City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of Engineers (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on the Engineer's behalf with respect to the Services. In addition, the Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any

activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes and regulations applicable to the Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by the Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Section 2.2 herein, the Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in the Task Order, that it will investigate the essential requirements of the services required by the Task Order and that it will have sufficient personnel, equipment and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 The Engineer represents that all principals, employees and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 The Engineer guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, the Engineer shall indemnify, hold harmless and defend the City, its officers, directors, employees, agents assigns and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright or trademark resulting from the use of any goods, services or other item provided under this Agreement. Notwithstanding the foregoing, the Engineer may elect to provide non - infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer 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 Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. 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 Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

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

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

14.2. Reuse of Documents. All documents, including but not limited to, drawings, specifications and data or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

14.3. Ownership of Documents. The City and the Engineer agree that upon payment of fees due to the Engineer by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Engineer waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

14.4. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, the Engineer shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to, computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 The Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of the City. Any subcontractors employed by Engineer for any Work required under this Agreement shall require prior written approval from the City, unless previously approved in the Task Order. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

15.2 If upon receiving written approval from the City, any part of this Agreement is subcontracted by the Engineer, the Engineer shall be fully responsible to the City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

15.3 If the City determines that any subcontractor is not performing in accordance with this Agreement, the City shall so notify the Engineer who shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by the Engineer, prior to the commencement of any Work by the subcontractor, the Engineer shall require the subcontractor to provide the City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, the Engineer and any approved subcontractors shall be considered an independent contractor(s) and not an employee(s) of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 In addition to the City's right to terminate this Agreement for convenience under Section 18.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and to rescind all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

a. The Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefore; or

b. The Engineer is adjudicated bankrupt or makes any assignment for the benefit of creditors or the Engineer becomes insolvent, or is unable or unwilling to pay its debts; or

c. The Engineer has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

d. The Engineer has committed any act of fraud upon the City; or

e. The Engineer has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

f. The Engineer has assigned this Agreement or any Task Order without the City's prior written consent.

17.2 Notwithstanding the aforementioned, in the event of a default by the Engineer, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

17.3 In the event of such termination upon default and breach of this Agreement, any completed services performed by the Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Engineer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the amount of damages due to the City from the Engineer can be determined.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, the City may, upon written notice to the Engineer, terminate this Agreement, without penalty, if: (a) the Engineer is in default pursuant to Section 17.0 Default; (b) the Engineer makes a general assignment for the benefit of its creditors; (c) the Engineer fails to comply with any condition or provision of this Agreement; or (d) the Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy the City may have under this Agreement. In addition, either party may terminate for convenience with no penalty at any time upon thirty (30) days advance written notice. In the event of such termination, the City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

18.2 In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

18.3 In the event of termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to the City's affiliates' generating plants, their equipment or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendices and Exhibits attached hereto, constitute the entire agreement between the City and the Engineer with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 The City and the Engineer each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Engineer:

Jacobs Engineering Group Inc.
200 South Orange Avenue
Suite 900
Orlando, FL 32801
Attention: Mr. Didier Menard
Work: (407) 903-5252
Fax: (407) 903-5150

For City:

City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

31.2 Either party may change the notice address by providing the other party written notice of the change.

31.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

32.0 SOVEREIGN IMMUNITY

32.1 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. Engineer agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

33.1 The Engineer hereby represents and warrants to the City the following:

a. The Engineer is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of the Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of the Engineer.

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

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34.1 The Engineer shall indemnify and hold harmless the City, its officers, employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

The Engineer specifically assumes potential liability for actions brought by the Engineer's own employees against the City and, solely for the purpose of this indemnification, the Engineer specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnity provisions set forth in this Section shall survive termination of this Agreement.

34.2 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

34.3 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

34.4 Notwithstanding any other provision of this Agreement, neither party shall have liability to the other for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of either party, their respective employees, or subconsultants.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of the Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make the Engineer or the Engineer's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their

obligations, duties and responsibilities including, but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. The Engineer and the Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the Engineer's own personnel.

35.2 The presence of the Engineer's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). The Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents or for the safety of persons and property during construction which shall remain the sole responsibility of the construction contractor. Engineer will not bear any responsibility or liability for construction contractor's defects or deficiencies or for the failure to so detect. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. The Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision or agency;

b. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

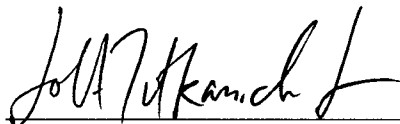
c. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than the Engineer's undersigned representative's execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

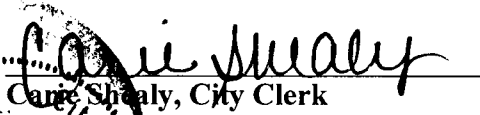
CITY:

CITY OF COCOA



John Titkanich, Jr. , City Manager

ATTEST:


Carrie Shaly, City Clerk

ENGINEER:

Jacobs Engineering, Inc. (Firm name)



_____, Title
Francois D. Menard, P.E., Vice President



EXHIBIT A
HOURLY RATE SCHEDULE

EXHIBIT "A"**Jacobs Engineering Group Rate Schedule**

Classification	Description	Rate
Engineer 9	Principal	\$235
Engineer 8	Senior Reviewer/Consultant	\$235
Engineer 7	Senior Project Manager	\$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	\$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	\$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	\$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	\$142
Engineer 2	Project Engineer/Scientist/Consultant	\$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	\$110
Engineer 0	Engineering Intern	\$95
Technician 5	Senior Construction Manager/Senior Designer	\$169
Technician 4	Construction Manager/Senior Technician	\$142
Technician 3	Senior Construction Inspector	\$120
Technician 2	Construction Inspector/Technician	\$110
Technician 1	Junior Construction Inspector/Junior Technician	\$85
Technician Aide	Technical Aide	\$80
Office	Office/Project Administration	\$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.
2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.
3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.
4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.
5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.
6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.



Purchasing

65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
1st AMENDMENT
JACOBS ENGINEERING GROUP INC.

This FIRST Amendment to the Continuing Services Agreement entered on February 5, 2020 for engineering, design and permitting services is made between the City of Cocoa and Jacobs Engineering Group Inc.

The Parties desire to amend the Agreement as follows:

- A. The Term is extended through February 4, 2025, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the first of two renewal options available.
- B. This Amendment increases the cost limitation in Section 2.5 of the Agreement to \$4 million in accordance with the amended Consultants' Competitive Negotiation Act (CCNA). Section 2.5 of the agreement states, "No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding \$2 Million may be the subject of a Task Order under this Agreement." This cost limitation was based on Florida Statute, Title XIX, 287.055, the CCNA. The Florida Legislature has since amended the CCNA, increasing the cost limitation effective July 1, 2020.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this First Amendment to the Continuing Services Agreement.

Jacobs Engineering Group Inc.

CITY OF COCOA

By: Francois Didier Menard, PE
(Print Name)

By: Michael C. Blake
(Print Name)

Vice President
(Title)

Mayor
(Title)

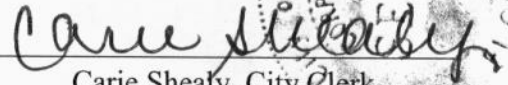
10/28/2022

Signature / Date

12/13/2022

Signature / Date

Attest:



Carie Shealy, City Clerk



CC: Carie Shealy, City Clerk
Brian Dale, Purchasing / Contracts Division Manager
Jack Walsh, Director, Utilities



Purchasing

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
2nd AMENDMENT
JACOBS ENGINEERING GROUP INC.

This SECOND Amendment to the Continuing Services Agreement entered on February 5, 2020, for engineering, design and permitting services is made between the City of Cocoa and Jacobs Engineering Group Inc.

The Parties desire to amend the Agreement as follows:

- A. The Term is extended through February 4, 2027, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the second of two renewal options available.
- B. This Amendment increases the cost limitation in Section 2.5 of the Agreement in accordance with the newly amended Consultants' Competitive Negotiation Act (CCNA). The contractual cost limitations are based on Florida Statutes § 287.055, the CCNA. The Florida Legislature has recently amended the CCNA, increasing the cost limitation effective July 1, 2024. Under the newly amended CCNA, the maximum cost for each individual project procured pursuant to the CCNA has risen to \$7.5 Million, plus an annual increase based on the Consumer Price Index (CPI). Accordingly, Section 2.5 of the Agreement is stricken in its entirety and replaced with the following:

No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding the thresholds outlined in the Consultants' Competitive Negotiation Act, Florida Statutes § 287.055, ("CCNA"), may be the subject of a Task Order under this Agreement.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Second Amendment to the Continuing Services Agreement.

Jacobs Engineering Group Inc.

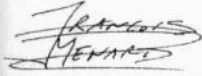
CITY OF COCOA

By: Francois Didier Menard, PE
(Print Name)

By: Michael C. Blake
(Print Name)

Vice President

(Title)

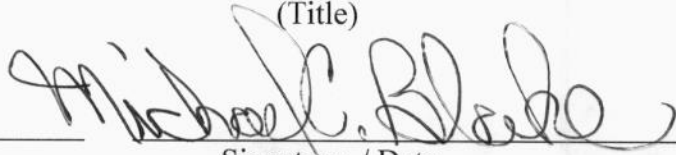


Signature / Date

07/23/2024

Mayor

(Title)



Signature / Date

Attest:



Monica Arsenault, City Clerk

CC: Monica Arsenault, City Clerk
Brian Dale, Purchasing Manager
Jack Walsh, Director, Utilities



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/28/2025

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 LIC #0437153 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071 USA		1-212-948-1306		CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS:		FAX (A/C. No): 1-212-948-1306		
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 555 South Flower Street, Suite 3200 Los Angeles, CA 90071 USA				INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMER INS CO INSURER B: INDEMNITY INS CO OF NORTH AMER INSURER C: INSURER D: INSURER E: INSURER F:				NAIC # 22667 43575

COVERAGES

CERTIFICATE NUMBER: 752003073

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.

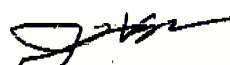
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			HDO G48977145	07/01/25	07/01/26	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ISA H11371504	07/01/25	07/01/26	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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	N/A	WLR C72792919 (AOS) SCF C72792920 (WI) WCU C72792932 (OH)*	07/01/25 07/01/25 07/01/25	07/01/26 07/01/26 07/01/26	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY			EON G21655065 016	07/01/25	07/01/26	PER CLAIM/PER AGG 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT MGR: Pamela Holcomb. CONTRACT MGR: Jeff Voorhees. RE: Program management, engineering, design and permitting services. CONTRACT END DATE: 2/5/2023. SECTOR: Public. City of Cocoa FL is added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER

CANCELLATION

City of Cocoa FL 351 Schearer Blvd. Cocoa, FL 32922 USA	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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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
05/28/2025

NAME OF INSURED: Jacobs Engineering Group Inc.

Additional Description of Operations/Remarks from Page 1:

Additional Information:

***\$2,000,000 SIR FOR STATE OF: OHIO**

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Solutions Inc.			Endorsement Number 8
Policy Symbol HDO	Policy Number G48977145	Policy Period 07/01/2025 TO 07/01/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B.** The Schedule must be initially provided to us within 15 days after:
 - i. The beginning of the Policy period, if this endorsement is effective as of such date; or
 - ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C.** The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D.** Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E.** We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H.** We may arrange with your representative to send such notice in the event of any such cancellation.
- I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

A handwritten signature in black ink, consisting of stylized, overlapping loops and lines.

Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Solutions Inc.			Endorsement Number 2
Policy Symbol ISA	Policy Number H11371504	Policy Period 07/01/2025 TO 07/01/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B.** The Schedule must be initially provided to us within 15 days after:
 - i. The beginning of the Policy period, if this endorsement is effective as of such date; or
 - ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C.** The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D.** Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E.** We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H.** We may arrange with your representative to send such notice in the event of any such cancellation.
- I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

A handwritten signature in black ink, consisting of stylized, overlapping loops and strokes.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

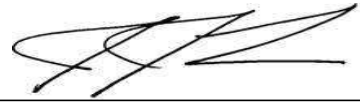
Named Insured JACOBS SOLUTIONS INC. 555 S. FLOWER STREET SUITE 3200 LOS ANGELES CA 90017	Endorsement Number
	Policy Number Symbol: WLR Number: C72792919
Policy Period 07-01-2025 TO 07-01-2026	Effective Date of Endorsement 07-01-2025
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

- A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B.** The Schedule must be initially provided to us within 15 days after:
- The beginning of the Policy period, if this endorsement is effective as of such date; or
 - This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C.** The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D.** Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E.** We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H.** We may arrange with your representative to send such notice in the event of any such cancellation.
- I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This Endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.

A stylized, handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.

Authorized Representative

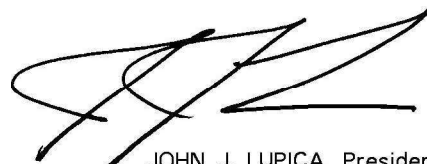
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Jacobs Solutions Inc.			Endorsement Number
Policy Symbol EON	Policy Number G21655065 016	Policy Period 07/01/2025 to 07/01/2026	Effective Date of Endorsement 07/01/2025
Issued By (Name of Insurance Company) ACE American Insurance Company			

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

- A. If **We** cancel or non-renew the **Policy** prior to its expiration date by notice to **You** for any reason other than nonpayment of premium, **We** will endeavor, as set out below, to send written notice of cancellation or non-renewal via such electronic or other form of notification as **We** determine, to the persons or organizations listed in the schedule that **You** or **Your** representative provide or have provided to **Us** (the **Schedule**). **You** or **Your** representative must provide **Us** with both the physical and e-mail address of such persons or organizations, and **We** will utilize such e-mail address and/or physical address that **You** or **Your** representative provided to **Us** on such **Schedule**.
- B. The **Schedule** must be initially provided to **Us** within 30 days after:
- The beginning of the **Policy Period**, if this endorsement is effective as of such date; or
 - This endorsement has been added to the **Policy**, if this endorsement is effective after the **Policy Period** commences.
- C. The **Schedule** must be in a format that is acceptable to **Us** and must be accurate.
- D. **Our** delivery of the notification as described in Paragraph A of this endorsement will be based on the most recent **Schedule** in **Our** records as of the date the notice of cancellation or non-renewal is mailed or delivered to **You**.
- E. **We** will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the **Schedule** at least 30 days prior to the cancellation or non-renewal date applicable to the **Policy**.
- F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the **Schedule** in the event of a pending cancellation or non-renewal of coverage. **We** have no legal obligation of any kind to any such person(s) or organization(s). **Our** failure to provide advance notification of cancellation or non-renewal to the person(s) or organization(s) shown in the **Schedule** shall impose no obligation or liability of any kind upon **Us**, **Our** agents or representatives, will not extend any **Policy** cancellation or non-renewal date and will not negate any cancellation or non-renewal of the **Policy**.
- G. **We** are not responsible for verifying any information provided to **Us** in any **Schedule**, nor are **We** responsible for any incorrect information that **You** or **Your** representative provide to **Us**. If **You** or **Your** representative does not provide **Us** with a **Schedule**, **We** have no responsibility for taking any action under this endorsement. In addition, if neither **You** nor **Your** representative provides **Us** with e-mail address and/or physical address information with respect to a particular person or organization, then **We** shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H. With respect to this endorsement **Our**, **Us** or **We** means the stock insurance company listed in the Declarations, and **You** or **Your** means the insured person or entity listed in Item 1 of the Declarations page.

All other terms and conditions of this **Policy** remain unchanged.



JOHN J. LUPICA, President
Authorized Representative

CITY COUNCIL AGENDA ITEM

Memo Date: September 3, 2025
Agenda Date: September 9, 2025
File ID: 2025-884
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Approve the travel authorization for Deputy Mayor Weeks to attend the Florida League of Mayors Conference from September 17, 2025 - September 19, 2025 in Hollywood, Florida.

BACKGROUND:

Deputy Mayor Weeks has requested to attend the Florida League of Mayors conference on September 18th and 19th in Hollywood, Florida. The Florida League of Mayors conference offers this annual conference for Mayors and Deputy Mayors. There is no registration fee, however there are costs associated with the hotel stay and per diem, which are unbudgeted, however there is enough funds in Council's Travel and Per Diem account to cover the costs.

It should be noted that because the conference is in Hollywood and begins early on the morning of the 18th, Deputy Mayor Weeks will need to stay the night before for a total of a two night stay.

The total cost including hotel stay, per diem, mileage and parking is estimated to be around \$1,000.

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

Budgeted? No

Source/Use of Funds

<u>Account Number</u>	<u>Amount</u>
001-1000-511.40-00	\$1,000.00

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the travel authorization for Deputy Mayor Weeks to attend the Florida League of Mayors Conference from September 17, 2025 - September 19, 2025 in Hollywood,

Florida.

CITY COUNCIL AGENDA ITEM

Memo Date: August 28, 2025
Agenda Date: September 9, 2025
File ID: 2025-867
Prepared By: Tiffany Bonadio, Fire Administrative Coordinator
Through: Jonathan Lamm, Fire Chief
Requested Action: Approve Multi-Year Piggyback agreement for uniform supply and delivery services with Reads Uniforms Inc. utilizing the Sarasota County contract No. 232512TEG through January 29th, 2026, Authorize the City Manager to execute amendments and annual extensions through January 29, 2028.

BACKGROUND:

Staff is requesting a multi-year piggyback off of Sarasota County contract No. 232512TEG for the purchase of uniform supply and delivery service. Entering into a multi-year agreement with the Fire Department will ensure significant cost savings to our citizens for the purchase of uniform supplies and delivery services needed for department personnel for the duration of the contract term of this agreement.

Staff is also requesting City Manager approval to execute any amendments or extensions related to this piggyback agreement through January 29, 2028.

All purchases made under this agreement will remain within the City Manager's approval authority. Any purchases that exceed this authority will be presented to the City Council for approval.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? Yes

If not budgeted, is amendment / transfer attached?

Source/Use of Funds

<u>Account Number</u>	001-2201-522.52-02	<u>Amount</u>	\$60,000.00
<u>Account Number</u>	001-2200-522.52-02	<u>Amount</u>	\$8,300.00

Purchases of fire department uniforms, supplies, and services will be within the adopted budgets for FY 2026 and any future years that these contracts are valid.

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 Multi-Year Piggyback agreement for uniform supply and delivery services with Reads Uniforms Inc. utilizing the Sarasota County contract No. 232512TEG through January 29th, 2026, Authorize the City Manager to execute amendments and annual extensions through January 29, 2028.

CITY COUNCIL AGENDA ITEM

Memo Date: September 3, 2025
Agenda Date: September 9, 2025
File ID: 2025-887
Prepared By: Samantha Senger, Communications & Economic Development Director
Through: Stockton Whitten, City Manager
Requested Action: Staff recommends approval on First Reading of Ordinance 09-2025 adopting the proposed revisions to the solid waste contract/franchise with Waste Management Inc. of Florida to provide residential and commercial solid waste services within the incorporated city limits of the City of Cocoa. Authorize the Mayor, City Manager, and City Attorney to execute all documentation needed to implement the proposed contract revisions.

BACKGROUND:

Article XV of the City Charter requires that franchise agreements be adopted by Ordinance, and the current solid waste franchise is substantially incorporated into Section 9-21 and 9-22 of the City Code. The proposed Ordinance adopts revisions to the current waste franchise agreement/franchise with Waste Management, Inc. and will replace similar provisions currently incorporated into the City Code.

In October 2021, the City's waste services contract with Waste Management was renewed for a term of October 1, 2021, to September 30, 2028 (via Ordinance No. 10-2021). Council approved to negotiate a contract with the current provider, Waste Management of Florida, as opposed to soliciting bids due to the cost increases recently seen in new contracts around the state. As part of that extension of the contract, and to keep increases for our residents to a minimum, the bulk yard waste pick-up process was changed in the previous contract; it was regularly serviced once a week without having to call for pick-up. This service is now picked up on an as-needed basis instead of a regular service day. This means that any resident who has a large pile of yard debris has to call Public Works to schedule a pick-up, which would occur within 10 business days. The reason for this change was that not every resident has bulk yard waste and thus does not use the service. But it would still be available to those residents who need the service; they just have to make a phone call to request the service.

Due to issues seen in the community with the new pick-up process, Council gave direction to staff at the August 26, 2025 City Council meeting to move forward with contract revisions to include the following:

- Add on both regularly scheduled, routed bulk yard waste and bulk trash collection every other week (alternating). Residents will get their bulk yard waste picked up

one week and their bulk trash picked-up the next week without having to call in for this service.

- Extend the current agreement term date to September 30, 2030.
- This will still include the 3% annual CPI increase.
- Residents will see a \$3.74 per month increase beginning October 1, 2025.
- Commercial rates for bulk trash pick-up would also increase \$0.41 per cubic yard, billed through Waste Management.

New rates for service will be:

Type	Current Monthly Rate	3% CPI Increase (not calculated on admin fee)	Enhanced Bulk Yard and Trash Services	New Monthly Total
Solid Waste	\$10.67	\$0.28	\$1.30	\$12.25
Recycling	\$4.21	\$0.11		\$4.32
Green Waste	\$5.23	\$0.14	\$1.91	\$7.28
Total	\$20.11	\$0.53	\$3.21	\$23.85

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? Yes

In FY26, staff will return to the City Council with a Budget Amendment, recognizing the revenue and expenses for these services.

PREVIOUS ACTION:

The previous Solid Waste Services Agreement with Waste Management began in 2006 and was first renewed in 2011 and then a final five-year renewal in 2016. In February 2021, City Council directed staff to negotiate a new contract with Waste Management to keep any potential increases to residents to a minimum. On August 26, 2025, City Council approved the adjustments to the Waste Services Agreement with Waste Management to provide enhanced services to include regular bulk trash and bulk yard waste collection.

RECOMMENDED MOTION:

Staff recommends approval on First Reading of Ordinance 09-2025 adopting the proposed revisions to the solid waste contract/franchise with Waste Management Inc. of Florida to provide residential and commercial solid waste services within the

incorporated city limits of the City of Cocoa. Authorize the Mayor, City Manager, and City Attorney to execute all documentation needed to implement the proposed contract revisions.

ORDINANCE NO. 09-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, APPROVING AN AMENDED AND RESTATED SOLID WASTE FRANCHISE AGREEMENT BETWEEN THE CITY OF COCOA AND WASTE MANAGEMENT OF FLORIDA, INC., ATTACHED HERETO; ESTABLISHING SOLID WASTE SERVICE CHARGES AS PROVIDED BY SECTION 9-37 OF THE CITY OF COCOA CODE OF ORDINANCES; PROVIDING FOR ANNUAL INCREASES IN SERVICE CHARGES EQUAL TO THE CONSUMER PRICE INDEX FOR GARBAGE AND TRASH; EXTENDING THE ORIGINAL TERM TO SEPTEMBER 30, 2030; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section 2(b) of the Florida Constitution, municipalities have governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law ("Municipal Home Rule Authority"); and

WHEREAS, Article XV of the City Charter authorizes the City Council to adopt franchise agreements by Ordinance and Section 9-37 of the Cocoa Code provides that the City may establish and collect service charges for inspecting, collecting, hauling and disposing of solid waste, special waste, sludge, construction and demolition debris or any other waste; and

WHEREAS, Ordinance 10-2021, adopted by the City Council on September 14, 2021, adopted a Solid Waste Agreement ("Agreement") between the City and Contractor and awarded Contractor a franchise to provide for the collection and disposal of bulk trash, refuse, vegetative waste, and recyclable materials; and

WHEREAS, the current Agreement expires on September 30, 2028; and

WHEREAS, the parties have mutually agreed to amend the Agreement to extend the original term to September 30, 2030 with mutually agreed upon extensions; and

WHEREAS, the parties mutually agree to the adoption of amended rates and contractual terms and obligations between the City and Contractor as more specifically set forth herein; and

WHEREAS, the City establishes rates between the City and Customer to include Franchise and Administrative Fees;

WHEREAS, the City and Contractor have established automatic annual service and price index charge adjustments to keep pace with the rates and charges the City may owe to the Contractor; and

WHEREAS, the City Council finds that this Ordinance serves a public purpose and is in the best of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. Incorporation of Recitals. The foregoing recitals are affirmed and incorporated as part of this resolution.

Section 2. Establishment of the Amended and Restated Solid Waste Agreement and Rates. The City Council hereby approves the Amended and Restated Solid Waste Agreement between the City of Cocoa and Waste Management Inc. of Florida, attached hereto as **Exhibit 1**, and fully incorporated herein by this reference. The City Council's approval of the Amended and Restated Agreement shall also serve to expressly adopt the rates for solid waste services set forth therein. The changes shown in the Amended and Restated Solid Waste Agreement are reflected as follows: underlined type indicates additions and ~~strikeout~~ type indicates deletions from the original Agreement.

Section 3. Establishment of Customer Fees. The City Council hereby approves a continuation of the previously established administrative fees and a franchise fee equal to 10% of the cost of the solid waste service charged to the City by the Contractor on the customer's water bill.

Section 4. Service Charge Adjustment. Service charges shall be annually adjusted automatically based on the Consumer Price Index for Garbage and Trash (G&T), Series ID CUUR0000SEHG02, (DEC 2003=100) Index with a maximum adjustment of 3% per calendar year.

Section 5. Garbage Only Accounts. Garbage Only accounts that are not affiliated with a specific water account will be assessed a deposit equal to two (2) times the average monthly garage service charge which will be refunded upon termination of the account. Existing Garbage only accounts with excellent credit history, as determined by the Finance Director, will be grandfathered in.

Section 6. Repeal of Prior Inconsistent Ordinances and Resolutions. All ordinances or resolutions or parts of ordinances and resolutions in conflict herewith are repealed to the extent of the conflict.

Section 7. Incorporation into the Code. The City Clerk, in consultation with the City Attorney and Public Works Director, is hereby authorized and directed to incorporate all or portions of the Agreement adopted hereunder into the City Code, Sections 9-21 and 9-22, in a manner similar to the existing provisions under 9-21 and 9-22. Any section

or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 8. Severability. Should any section or provision of this resolution, or any portion hereof, any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

Section 9. Effective Date. This Ordinance shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida. However, the Amended and Restated Solid Waste Agreement and rates shall become effective October 1, 2025.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the _____ day of September, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk

Exhibit 1 – Amended and Restated Solid Waste Contract

Ordinance Exhibit 1

AMENDED AND RESTATED SOLID WASTE AGREEMENT

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The changes shown in this Amended and Restated Solid Waste Agreement are reflected as follows: underlined type indicates additions and ~~strikeout~~ type indicates deletions from the original Agreement.

AMENDED AND RESTATED SOLID WASTE AGREEMENT

THIS AMENDED AND RESTATED SOLID WASTE AGREEMENT made and entered into this _____ day of October, 2025, by and between the **CITY OF COCOA, FLORIDA**, a Florida Municipal Corporation, located at 65 Stone Street (hereinafter "City") and **WASTE MANAGEMENT INC. OF FLORIDA**, a Florida Corporation, located at 3303 Lake Drive, Cocoa, Florida 32926 (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the parties previously entered into a Solid Waste Agreement effective October 1, 2021 (the "Original Agreement"); and

WHEREAS, there is an immediate and continuing need for the collection and disposal of bulk trash, refuse, vegetative waste, and recyclable materials from residents, businesses, and other entities within the municipal boundaries of the City of Cocoa; and

WHEREAS, Contractor has the necessary equipment, personnel, and experience to properly perform the collection and disposal services described herein; and

WHEREAS, it appears to be in the best interests of the public health, safety, and welfare of the citizens of the City of Cocoa and its resident businesses and entities to award a franchise to Contractor to provide for the collection and disposal of bulk trash, refuse, vegetative waste, and recyclable materials upon the terms and conditions more particularly described herein.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and consideration contained herein, the City and Contractor agree as hereinafter set forth:

- 1. Recitals.** The foregoing recitals are true and accurate and are incorporated herein by reference.
- 2. Definitions.** The following words and phrases contained in this Agreement shall have the meaning described in this section unless the context clearly indicates otherwise:
 - 2.1. Administrative Fee:** Shall mean administrative fees charged by the City to all customers for services related to response to inquiries, supplemental vegetative waste collection, account billing services and all other administrative requirements of the contract.
 - 2.2. Authorized Representative:** Shall mean the City Manager or his designee who shall represent the City in the administration and supervision of the Agreement. The City Manager's designee, if any, shall be appointed in writing, and said appointment may be for the administration and supervision of this Agreement, in whole or in part.
 - 2.3. Automated Cart or Autocart:** Shall mean a 64 or 96-gallon durable plastic container with a lid, wheels, and handles made with recycled content for automated garbage and recycling collection services. The carts shall be uniform in color, contain instructions for use and contain the Contractor logo. Garbage and recycling autocarts shall be green in color, with the exception that recycling autocarts shall have a yellow lid to distinguish the difference between garbage and recycling autocarts. Slight sizing variations due to manufacturing differences are acceptable.
 - 2.4. Automated Cart Program:** Shall mean the program where the contractor provides fully assembled autocarts to new residences/residents for solid waste and recycling collection, as current residences already have autocarts. The contractor is to distribute autocarts prior to the start of collection services to prevent any lapse in service.

- 2.5. **Biohazardous Waste:** Shall mean any solid waste or liquid waste which may present a threat of infection or disease to humans or may reasonably be suspected of harboring pathogenic organisms. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; used or contaminated disposable sharps (e.g. hypodermic needles, syringes, broken glass, and scalpel blades), human blood, and human blood products and body fluids; and other materials which in the opinion of the Department of Health and Rehabilitative Services represent a significant risk of infection to persons outside the generating facility.
- 2.6. **Biological Waste:** Shall mean solid waste that cause or has the capability of causing disease or infection and includes, but is not limited to, Biohazardous waste, diseased or dead animals, and other waste capable of transmitting pathogens to humans or animals. This term is not inclusive of human remains that are disposed by a person license under Chapter 470 of the Florida Statutes.
- 2.7. **Bulk Trash:** Shall mean any non-vegetative item which cannot be containerized, bagged or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, washers, dryers, water heaters, sinks, bicycles, and other similar appliances, household goods, and furniture and shall not be commingled with vegetative waste. Bulk trash shall also mean large vegetative waste, which cannot reasonably be cut and placed in garbage carts and having lengths not exceeding four feet and having diameters less than 6 inches or bundles of more than 21 palm fronds, and when exceeding three (3) cubic yards, it must be serviced using a clam or claw truck.
- 2.8. **City:** Shall mean the City of Cocoa, a Florida Municipal Corporation located in Brevard County, Florida, acting through its City Council or Authorized Representative.
- 2.9. **City Council:** Shall mean the City Council of the City of Cocoa, Florida.
- 2.10. **City Code or Code:** Shall mean the Code of Ordinances of the City of Cocoa, Florida.
- 2.11. **Collection and Disposal Service:** Shall mean the process whereby refuse, bulk trash, vegetative waste, or recyclable material is collected and transported for disposal by Contractor under this Agreement to a designated facility or some other approved disposal facility.
- 2.12. **Collection Equipment:** Shall mean any vehicle or equipment that is used by Contractor to perform the collection and disposal service required by this Agreement.
- 2.13. **Collection Vehicle:** Shall mean any vehicle that is used by Contractor to perform the collection and disposal service required by this Agreement.
- 2.14. **Collection Regulations:** Shall mean any local, state, and federal laws and administrative rules that regulate any and all aspects of collection and disposal services, as may be in existence during the term of this Agreement.
- 2.15. **Commercial Service:** Shall herein refer to the collection and disposal service provided to business establishments, churches, schools, multiple dwelling units, office buildings and other commercial establishments serviced by mechanical container and/or commercial 96-gallon autocart service. Commercial services are further defined within Exhibit A. Upon the effective date of this agreement and ordinance, buildings containing three (3) or more permanent living units will be classified as Commercial Service and follow the standard service requirements as described in Section 4.3.
- 2.16. **Commercial Trash:** Shall mean any and all accumulations of paper, rags, excelsior or other packing materials, furniture, appliances, wood, paper or cardboard boxes or containers, sweepings, and any other similar accumulation not included under the definition of garbage, generated by the operation of stores, offices, and other commercial establishments. Commercial trash shall not include special waste.
- 2.17. **Compactor:** Shall mean and include containers dumped mechanically by a collection vehicle and able to be serviced by the Contractor. The type serviced by a front-end loader generally ranges in size from 2-10

cubic yards. The type serviced by a roll off truck generally ranges from 15-50 cubic yards. Both units are designed to mechanically compact solid waste.

- 2.18. Complaint:** Shall mean verbal or written indication from a customer or the Authorized Representative of a problem with any aspect of the collection and disposal services provided by Contractor pursuant to this Agreement, whether or not the problem results in a service call by Contractor.
- 2.19. Construction and Demolition Debris:** Shall have the same meaning prescribed in 62-701.200(24), Florida Administrative Code, which at the effective date of this Agreement means: "discarded materials generally considered to be not water-soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project; clean cardboard, paper, plastic, wood, and metal scraps from a construction project; except as provided in section 403.707(9)(j), F.S., yard trash and unpainted, non-treated wood scraps from sources other than construction or demolition projects; scrap from manufacturing facilities that is the type of material generally used in construction projects and that would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project, including debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities and de minimis amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris."
- 2.20. Contract or Agreement:** Shall mean this Amended and Restated Solid Waste Agreement ~~Contract~~, and any amendments and renewals from time to time, executed by the City and the Contractor for the performance of the collection and disposal services described herein.
- 2.21. Contractor or Franchisee:** Shall mean Waste Management Inc. of Florida and its directors, officers, employees, agents, contractors, and assigns.
- 2.22. CPI:** Shall mean the Consumer Price Index-Garbage and Trash, Series ID CUUR0000SEHG02, (Dec 2003=100) for the U.S., published by the United States Department of Labor, Bureau of Labor Statistics.
- 2.23. Customer:** Shall mean City and any person, establishment or entity who receives, is required to receive, or requests collection and disposal services within the service area.
- 2.24. Designated Facility:** Shall mean a disposal processing, recovery, recycling or transfer facility designated by the Authorized Representative.
- 2.25. Disposal Costs:** Shall mean the "tipping fees" or landfill costs charged to the Contractor by others for the disposal of solid waste collected by the Contractor in performing collection and disposal services provided hereunder.
- 2.26. Dispute:** Shall mean a disagreement between Contractor and City concerning a question of fact, interpretation of this Agreement, Contractor's compliance and performance with the terms and conditions of this Agreement, and Contractor's level of service provided while performing collection and disposal services. A dispute does not include a disagreement concerning an annual evaluation as provided in Section 9.
- 2.27. E-waste:** Shall mean Electronic Waste that includes computer towers; laptop computers; tablets; keyboards; zip and external hard drives; flat screen monitors, scanners, printers, speakers; A/V equipment including amps, receivers, DVD, VCR, flat screen televisions, cassette and reel to reel tape players, turntables & related electrical hardware; communication devices (hand held & amateur (ham)

radios, pagers, cell phones, cordless & wired phones); digital cameras, recorders, GPS units and related hardware; remote controls; microwave ovens. This list is subject to change upon notification from Brevard County and/or its E-waste processor.

- 2.28. Franchise:** Shall mean an initial authorization or renewal thereof, voluntarily entered into by the Contractor and issued by the City, whether such authorization is referred to as a franchise permit, license, ordinance, resolution, agreement, contract or otherwise, which authorizes collection and disposal services within the service area. All Franchises shall be presumed to be non-exclusive unless otherwise specifically authorized by City in writing. Any such authorization, in whatever form granted, shall not mean or include any franchise or permit required for the privilege of transacting and carrying on a business within the service area as required by other Code provisions and ordinances of the City.
- 2.29. Garbage:** Shall mean all putrescible waste which generally includes, but is not limited to, kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities. Garbage shall not include special waste.
- 2.30. Hazardous Waste:** Shall mean waste defined as hazardous waste pursuant to local, state, and federal law.
- 2.31. Household Trash:** Shall mean the accumulation of paper, excelsior, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, whole automobile tires (not to exceed an amount permitted by the designated facility), construction and demolition debris from "do-it-yourself" projects not to exceed two (2) cubic yards per customer per collection, and all other accumulations of a similar nature other than garbage and vegetative waste, which are usual to house keeping and do-it-yourself home improvements.
- 2.32. Mechanical Container:** Shall mean and include plastic or metal containers 2 cubic yards and greater dumped mechanically by a collection vehicle and able to be serviced by Contractor.
- 2.33. Multifamily Commercial:** Shall mean any building containing three (3) or more permanent living units, not including motels and hotels, and any mobile home park and shall be billed as Commercial units and shall follow the standard service requirements as described in Section 4.3.
- 2.34. Multifamily Residential:** Shall mean any building containing three (3) or more permanent living units, not including motels and hotels, and any mobile home park and shall be billed per each unit and shall follow the standard service requirements as described in Section 4.4.
- 2.35. Multiple Dwelling Units:** Shall mean any building containing three (3) or more permanent living units, not including motels and hotels, and any mobile home park. Upon the effective date of this agreement and ordinance, new Multiple Dwelling Units shall be classified as Multifamily Commercial and follow the standard service requirements as described in Section 4.3. Accounts classified as Multiple Dwelling Units prior to the ordinance may continue with existing service requirements as Multifamily Residential service until: (i) the account owner requests a change to Commercial Service, (ii) building use changes, or (iii) redevelopment occurs. If service is changed, the account owner will be responsible for any site alterations required as part of the City of Cocoa Code of Ordinances.
- 2.36. Overage:** Shall mean any solid waste placed on the ground, outside of the designated commercial autocart, mechanical, or roll-off container, or solid waste which exceeds the container's capacity by extending 12 inches or more over the top of the container. The occurrence of an Overage allows the Contractor to charge an extra pickup fee.
- 2.37. Performance and Payment Bond or Letter of Credit:** Shall mean the form of security approved by the City and furnished by the Contractor as required by this Contract as a guarantee that the Contractor will perform the collection and disposal services in accordance with the terms of the Contract.

- 2.38. Recyclable Materials:** Shall mean newspapers (including inserts), aluminum cans, plastic containers (HDPE and PET), brown, clear and green glass bottles and jars, and other solid waste materials added upon written Agreement between the City and the Contractor, when such materials have been either diverted from the remaining solid waste stream or removed prior to their entry into the remaining solid waste stream.
- 2.39. Recycling:** Shall mean any process by which recyclable materials are collected, separated, and processed for purposes of extracting or reusing the raw materials contained in the recyclable materials.
- 2.40. Recycling Container:** Recycling container shall be as defined in Section 2.3 Autocart, or as approved by an authorized representative of the City. Residential customers shall have a 64-gallon Autocart and shall be required to have recycling service. Replacement carts will be provided by and distributed by the Contractor at Contractor's expense throughout the term of this Agreement. Contractor shall retain ownership of the carts upon the termination of this contract.
- 2.41. Refuse:** Shall mean commercial trash, household trash and garbage, or a combination or mixture thereof.
- 2.42. Refuse Container or Garbage Cart:** Refuse container or garbage cart shall be as defined in Section 2.3 Autocart, or as approved by an authorized representative of the City. Residential customers shall have a 64-gallon container and shall be required to have garbage service. Commercial and multiple dwelling unit customers with Autocart service will have a 96-gallon container or dumpster according to the fee rates provided in Exhibit A. Replacement carts will be provided by and distributed by the Contractor at Contractor's expense throughout the term of this Agreement. Contractor shall retain ownership of the carts upon the termination of this contract.
- 2.43. Residential:** Shall mean single family detached homes and duplexes.
- 2.44. Residential Service:** Shall mean collection and disposal services provided to persons occupying residential dwelling units who are not receiving commercial service under this Agreement.
- 2.45. Roll-off Container:** Shall mean a dumpster which is used for the collection and disposal of construction and demolition debris or solid waste. The roll-off container may be of the open or enclosed variety and is typically hoisted onto a specifically equipped truck for transporting the construction and demolition debris or solid waste to a designated facility.
- 2.46. Service Area:** Shall mean the area within the municipal boundaries of the City of Cocoa, Florida, as may be modified from time to time pursuant to Chapter 171, Florida Statutes, and the City of Cocoa Dyal Water Treatment Plant located in Orange County, Florida.
- 2.47. Sludge:** Shall mean the accumulated solids, mixed liquids, residues, and precipitates generated from wastewater treatment, water supply treatment, air pollution control facilities, septic tanks, grease traps, privies, or similar waste disposal appurtenances.
- 2.48. Solid Waste:** Shall mean bulk trash, refuse, vegetative waste, and recyclable materials or any combination thereof.
- 2.49. Special Waste:** Shall mean solid wastes that require special handling and management by Contractor, and which are not accepted at the designated facility or other disposal facility or which are accepted at the designated facility or other disposal facility at higher rates than is charged for refuse, including, but not limited to, asbestos, whole tires which do not constitute household trash, used oil, lead-acid batteries, and biohazardous and hazardous wastes.
- 2.50. Transfer** means the disposal by this Agreement, directly or indirectly, by gift, assignment, voluntary sale, merger, consolidation or otherwise, of twenty percent (20%) or more at one time of the ownership or controlling interest of Contractor, or thirty-five percent (35%) cumulatively over the term of the Agreement of such interests to a corporation, partnership, limited partnership, trust or association, or

person or group of persons acting in concert or a change in control. Transfer shall not include any transfer or assignment to a person controlling, controlled by, or under the same common control as the Contractor at the effective date of this Agreement.

2.51. Vacant Lot/Property: Shall mean any location within the corporate City limits of Cocoa and that is not under City Controlled Property and has no account associated with said location.

2.52. Vegetative Waste or Yard Waste: Shall mean any vegetative matter resulting from routine and normal yard and landscaping maintenance generated on site and shall include materials such as tree and shrub materials, grass clippings, palm fronds, Christmas trees, tree branches and similar vegetative matter usually produced in the care of lawns, landscaping and yards. Bulk vegetative waste includes tree limbs, tree trunks, palm fronds, etc. (cut in lengths of no greater than four (4) feet in length; no larger than 6 inches in diameter and not exceeding fifty (50) pounds per limb, trunk, frond, or bundle thereof) which exceeds three (3) cubic yards and must be serviced using a clam or claw truck.

2.53. Vegetative or Yard Waste Container: Yard waste container or cart shall be as defined in Section 2.3 Autocart, or as approved by an authorized representative of the City. Residential customers shall be provided a 96-gallon container and shall be required to have yard waste service. Commercial and multiple dwelling unit customers will have the option to subscribe for a 96-gallon container or dumpster according to the fee rates provided in Exhibit A. Replacement carts will be provided by and distributed by the Contractor at Contractor's expense throughout the term of this Agreement. Contractor shall retain ownership of the carts upon the termination of this contract.

3. Grant of Franchise. There is hereby granted to Contractor an exclusive right, privilege or franchise to collect and transport for disposal solid waste within the service area, during the term of this Agreement and subject to the limitations and conditions as set forth in this Agreement. All rights granted to Contractor hereunder shall be subject to the continuing right of the City to regulate the City's rights-of-way and to protect the public health, safety, and welfare as shall, at the sole discretion of the City, be in the public's interest. The grant of this franchise shall not affect the City's right to provide collection and disposal services not expressly and unambiguously provided hereunder to Contractor on an exclusive basis or during an emergency. In the event of any conflict or ambiguity hereunder as to whether a collection and disposal service is exclusively granted to Contractor, the conflict or ambiguity shall be construed as granting Contractor a non-exclusive franchise with respect to the collection and disposal service at issue. Nothing under this Division shall be construed as providing any franchise for collection and disposal services not expressly provided for hereunder.

4. Scope of Work. It is the intent of this franchise to provide for the exclusive collection and disposal service of solid waste within the service area, with the exception of the exclusions specifically set forth in this Agreement. Contractor shall perform the collection and disposal service under the following terms and conditions, all of which shall be a material part of this Agreement:

4.1. General Requirements: Contractor shall fully comply with the following:

- A. Laws and Regulations.** Contractor shall be familiar and comply with all collection regulations and shall be solely responsible for determining, absorbing, and adjusting to the financial and practical impact such regulations have on its operation, subject to Contractor's ability to petition the City Council for a rate adjustment pursuant to Section 5.6 of this Agreement.
- B. Labor, Insurance, Equipment, etc.** Contractor shall provide, at its sole cost and expense, all labor, insurance, supervision, machinery, equipment, plant and office buildings, tracks, and other tools, equipment, and accessories necessary to perform the collection and disposal services in accordance with the level of service required by this Agreement.
- C. Protection of Public/Private Property and Utilities.** Contractor shall conduct his work in such a manner as to avoid damage to private or public property and shall repair or pay for any damage caused by its operations, except reasonable wear and tear to roadways. Contractor shall have knowledge of all existing utilities and it shall operate with due care in the vicinity of such utilities

and shall repair or have repaired, at no additional cost to the customer or utility owner, any breakage or damage caused by its operations.

- D. **Spillage.** Contractor shall not cause any spillage of solid waste to occur upon private or public property or the rights-of-way wherein the collection and disposal service occurs. Collection and disposal service shall be performed by Contractor to avoid leaking, spilling, and blowing of solid waste. In the event of any spillage caused by Contractor, Contractor shall promptly clean up all spillage at its expense. Contractor shall maintain sufficient equipment on each collection vehicle (e.g. fork, broom, shovel) to pick up spillage. In addition, Contractor shall promptly clean up all fluid spillage from collection equipment to the maximum extent feasible and promptly notify the Authorized Representative of all such fluid spillage.
- E. **Designated Facility.** All solid waste shall be hauled to a designated facility as directed in writing by the Authorized Representative and disposed of at those facilities. At present such designated facility includes the Brevard County disposal facility.
- F. **Holidays.** Contractor shall not provide collection and disposal service on Memorial Day, Independence Day, Veterans Day, Thanksgiving, and Christmas or on such day that the holiday is observed. Contractor shall inform the customers of any such variance in the collection schedules resulting from a holiday through an advertisement in a newspaper of general circulation published within Brevard County at least five (5) days prior to each holiday. In the event that Brevard County may increase the number of holidays that the County landfill will be closed, the Contractor will not be required to collect on such holiday chosen by Brevard County and such holiday will be included in this provision. There will be no make-up day and collection will be on the next regularly scheduled collection day.
- G. **Contractor's Office.** Contractor shall provide, at its sole cost and expense, a suitable office located within reasonable proximity to the service area. Contractor shall maintain, during Contractor's normal working hours, a staff and a local telephone number where complaints and requests for collection and disposal service shall be received, recorded in a log, and handled during Contractor's normal working hours. The office shall also provide for a means to promptly handle emergency complaints and requests for service.
- H. **Litter and Dangerous Animals.** Contractor shall not be responsible for scattered solid waste which can be categorized as litter unless the same has been caused by Contractor's acts or omissions, in which case, all such scattered solid waste shall be picked up immediately by Contractor. Contractor shall maintain sufficient equipment on each collection vehicle (e.g. fork, broom, shovel) to pick up such scattered solid waste. Contractor shall not be required to expose themselves to the danger of being bitten by vicious dogs and animals, roaming at large, in order to accomplish collection and disposal services. However, in the event Contractor is unable to provide collection and disposal services to a customer under such conditions, Contractor shall immediately notify the customer, in writing, of such conditions and its inability to provide such collection and disposal services.
- I. **Hours and Days.** Except for unusual circumstances approved by the Authorized Representative in writing or as otherwise provided elsewhere in this Agreement, Contractor shall not perform collection and disposal services prior to 6:00 A.M. or after 8:00 P.M., E.S.T., Monday through Saturday. No collection and disposal services shall occur on Sundays and holidays designated in Section 4.1(F) unless authorized in writing by the Authorized Representative. Contractor may perform collection and disposal services in the Cocoa Village between the hours of 5:00 a.m. and 6:00 a.m., unless prohibited by the Authorized Representative.
- J. **Tagging Solid Waste Improperly Containerized.** In the event solid waste is not containerized, bundled, or piled pursuant to this Agreement and Contractor does not perform collection and disposal services regarding such solid waste, Contractor shall tag the container, bundle, or pile or

subject property with a written notice containing a brief explanation why the container, bundle, or pile was not collected and disposed of and promptly notify the Authorized Representative. The solid waste shall be collected and disposed of at the next regularly scheduled collection day, provided the solid waste is properly containerized, bundled, or piled.

- K. **Customer Report; City Billing Database.** Contractor and City agree that the monthly customer report required to be maintained and filed by Contractor pursuant to Section 19.3(A) is vital to keeping an accurate account of all customers receiving collection and disposal services under this Agreement and for ensuring accurate billing of customers by City. To this end, Contractor and City agree that each party must diligently maintain an accurate, up-to-date list of customers and the collection and disposal services received by those customers. Each party shall promptly notify the other of any new customers requesting collection and disposal services and any current customers terminating such services.
 - L. **Site Plan/Development Review.** City shall notify Contractor of pending site plan and development review applications in order to give Contractor an opportunity to comment during the review process on the placement of refuse or mechanical containers and the point of collection of solid waste.
- 4.2. **Residential Service.** Contractor shall provide residential collection and disposal service to residential customers as follows:
- A. **Frequency of Collection.** Contractor shall provide collection and disposal services for household trash and garbage at least two (2) times per week, with collections at least three (3) days apart, and for ~~bulk trash~~, vegetative waste, and recyclable materials not less than once per week. Bulk vegetative waste shall be collected once per week, every other week. Bulk trash shall be collected once per week, every other week. These bulk collections will alternate weekly.
 - B. **Point of Collection.** Collection of household trash, garbage, bulk trash, vegetative waste, and recyclable materials shall be within five (5) feet of curbside. In the event an appropriate location cannot be agreed upon by the customer and Contractor, the Authorized Representative shall designate the location.
 - C. **Containers and Preparation.**
 - 1. *Household Trash and Garbage.* Contractor shall be required to provide collection and disposal services for all household trash and garbage generated from residential customers which has been properly prepared and stored in a refuse container provided under the Automated Cart Program. Garbage and household trash shall be placed only in autocarts. Bags, boxes and other items not placed in the autocart will not be collected. Garbage must be bagged and tied before placing in the autocart. Garbage and household trash shall be segregated from vegetative waste. Vegetative waste must be placed in a separate autocart for collection on its designated collection day as set forth below in Section C.3. below.
 - 2. *Recyclable Materials.* Contractor shall be required to provide collection and disposal services for all recyclable materials generated from residential customers which have been properly prepared and stored in a recycling container provided under the Automated Cart Program. Recyclables must be loose in the autocart and not be placed into a bag of any kind. E-waste as described in Section 2.27 is considered recyclable material, but shall not be placed into the autocart. Residents shall contact Contractor to schedule E-waste collection which shall be collected by a separate collection vehicle.
 - 3. *Vegetative Waste.* Contractor shall be required to provide collection and disposal services for all vegetative waste generated from residential customers. Vegetative waste shall be segregated from the garbage and household trash and placed in a separate autocart. All leaves and pine needles, ornamental shrubs, clippings and tree trimmings with branches less than 3 inches in diameter shall be placed in the autocart. Bulk vegetative waste includes tree

limbs, tree trunks, palm fronds, etc., which shall be cut in lengths of no greater than four (4) feet in length; and shall be no larger than 6 inches in diameter and shall not exceed fifty (50) pounds per limb, trunk, frond, or bundle thereof. For bulk vegetative waste exceeding three (3) cubic yards, a special pick-up will be required using a "Claw or Clam" type collection vehicle. Special pick-ups are to be considered part of the standard residential service with no set of maximum pickups per year. ~~All residential vegetative waste special pickups shall be coordinated through the City. Residents shall call the City to request a bulk vegetative waste special pick-up only when their bulk vegetative waste pile is three (3) cubic yards or greater. The City will then notify the Contractor directly of the request. The Contractor shall have ten (10) business days to complete the vegetative waste special pick-up upon notification by the City.~~ Bulk vegetative waste requiring a clam truck shall be limited to large, loose piles of 3 cubic yards or greater. Otherwise, vegetative waste must be placed into the provided Autocart. Bulk vegetative waste shall be collected on a regularly scheduled day, one time per week, every other week by the Contractor. Hired Contractors and Landscapers must haul away any vegetation debris they produce.

4. *Bulk Trash.* Contractor shall be required to provide collection and disposal services for all bulk trash generated from residential customers regardless of whether it is containerized. Non-vegetative Bulk Trash shall be collected on a regularly scheduled day, one time per week, every other week, ~~provided that the residential customer provides not less than seventy two (72) hours (three business days) prior notice to the Contractor in advance of the regular bulk trash collection day.~~ Bulk vegetative waste collection shall be serviced as outlined in Section C.3 above.
5. *Provision, Maintenance and Changes to Autocarts.* The Contractor shall be responsible for the purchase, distribution and repair of garbage autocarts that have been damaged by Contractor's actions. Contractor shall distribute one (1) 96-gallon and one (1) 64-gallon cart for garbage and yard waste and one (1) 64-gallon recycling cart to each new residential unit or existing residential units without autocarts. Contractor shall maintain, at all times, a sufficient number of autocarts to ensure that all extra or replacement carts can be provided within five work days upon notification by the City or the customer. Contractor shall distribute fully assembled autocarts to new residential units that are added during the term of this contract. New residences without existing autocarts shall be delivered the default size of one (1) 96-gallon and one (1) 64-gallon autocart for garbage and yard waste and one (1) 64-gallon autocart for recycling unless otherwise requested by the resident. Autocarts that have been lost or damaged due to customers' abuse or negligence shall be repaired or replaced, at the expense of the customer utilizing the then current cost of the cart. Customer may purchase an additional autocart for a charge of \$75.00 per cart. New residential customers may specify different 96-gallon or 64-gallon cart size combinations upon establishing a new account. Autocart exchanges requested after the initial distribution shall be at a cost to the resident of \$35.00 per cart.
6. *Cart Placement.* The customer shall place all solid waste at a point within the right-of-way abutting the customer's residential unit no farther than five (5) feet from the curb line or paving line, or, in the case no right-of-way exists which abuts the customer's property, at a point no greater than five (5) feet from the curb line or paving line of the nearest public street or right-of-way, or in the case of the existence of a drainage ditch, at a point on the roadside of the ditch. Garbage autocarts shall be spaced two (2) feet apart with the opening facing the street. Garbage autocarts shall be placed on the opposite side of the customer's driveway from that of the customer's mailbox. Customer shall not block access to the garbage autocart with a motor vehicle or other obstruction. Obstructed garbage autocarts and those not properly set out shall not be serviced. After collection, Contractor shall place garbage autocarts off paved streets where feasible. The Contractor shall not be responsible

for articles not placed in garbage autocarts, or any other item placed in or about the designated service area.

7. *Back-Door Service.* For customers who are certified by a licensed healthcare provider or doctor as disabled and are unable to place carted solid waste or recyclable materials at the curb, collection of the autocart(s) shall be from the disabled customer's garage door or some other location acceptable to the customer, provided no other able-bodied person over the age of 15 or under the age of 65 resides in the household. The garbage and recycling autocarts shall be returned by Contractor to the garage door or other location reasonably convenient to customer. The customer shall provide the Contractor with appropriate evidence that they are unable to place their receptacles at the collection point. This "backdoor service" includes only curbside residential carted solid waste and carted recycling collection service.

4.3. Commercial Service. Contractor shall provide commercial collection and disposal service to commercial customers as follows:

- A. **Frequency of Collection.** Contractor shall provide collection and disposal services for commercial trash and garbage at least one (1) time per week for mechanical containers and twice (2) per week for autocarts, and more frequently as mutually agreed to by Contractor and the commercial customer, and for vegetative waste and recyclable materials (if vegetative waste and/or recyclable material service is requested by customer) not less than once per week. Bulk trash will be collected on a regularly scheduled day, once per week, every other week.
- B. **Point of Collection.** Collection of commercial trash, garbage, vegetative waste, and recyclable material shall be at a location mutually agreed upon by the customer and Contractor, and approved by the Authorized Representative. If mutual agreement cannot be reached between customer and Contractor, the Authorized Representative shall designate the location. However, in the event the location was approved as part of a City or County site plan or development review process, the location shall be as shown on the final approved site or development plan. To the maximum extent feasible, the designated location shall be located in a place that provides for safe, convenient, and expedient access by Contractor.
- C. **Containers and Preparation.**
 1. *Commercial Trash and Garbage.* Contractor shall be required to provide collection and disposal services for all commercial trash and garbage generated by commercial customers which has been properly prepared and stored in a garbage autocart, mechanical container, roll-off container, or compactor under the following conditions:
 - a. Customers shall be permitted to use garbage autocarts provided the amount of commercial trash and garbage per collection can be stored in a maximum of two (2) 96-gallon autocarts, otherwise, (unless otherwise agreed to by Contractor and City) customers shall be required to use one or more of the following: mechanical containers, compactor service, or roll-off containers. Contractor shall distribute up to two (2) 96-gallon autocarts to each commercial customer. Contractor shall maintain, at all times, a sufficient number of garbage autocarts to ensure that all extra or replacement carts can be provided within five work days upon notification by the City or the customer. Garbage autocarts that have been lost or damaged due to customers' abuse or negligence shall be repaired or replaced at the expense of the customer utilizing the then current cost of the cart. Those who require additional autocarts shall pay the appropriate monthly charge for same as set forth in this Agreement together with a \$35.00 delivery charge for each cart and any change in the number of carts.
 - b. Contractor shall be required to provide an adequate number of mechanical containers, compactors, or roll-off containers to customers who request or exceed the maximum

number of autocarts. Mechanical containers and roll-off containers shall be provided at Contractor's sole expense and shall remain the property of Contractor, unless the mechanical container or roll-off container is owned by the customer. Compactors shall be provided as mutually agreed to by Contractor and customer. Fees for ancillary services requested by the commercial customer, such as, but not limited, to lock bars, casters, or roll-out service, shall be negotiated between the customer and Contractor.

- c. All solid waste generated from a commercial unit other than special collection solid waste, shall be placed by the customer in a commercial container located at the applicable collection point, or in garbage receptacles located at the applicable collection point, on the designated collection day, as mutually agreed upon by the contractor and customer. In the event that the solid waste is placed on the ground, outside of the designated container, or exceeds the container's capacity by extending 12 inches or more over the top of the container, the Contractor shall be entitled to charge the customer an extra pickup fee for such Overage, as established in the agreed upon fee rates related to the size of the receptacle. Commercial customers shall be permitted two (2) Overages per calendar year at no charge. Contractor shall encourage and communicate with the customer to adjust service level, including size and frequency of service, to a service level that best meets the customer's needs to avoid overages.

- 2. *Recyclable Materials.* Contractor may provide collection and disposal services for recyclable materials generated from commercial customers who specifically request such service or as required by City. If requested, recyclable materials shall be properly prepared and stored in a recycling container.

- 3. *Vegetative Waste.* Contractor shall be required to provide collection and disposal services for all vegetative materials generated from commercial customers who specifically request such service or as required by City. If requested, vegetative waste shall be containerized, prepared, and collected pursuant to Section 4.2(C)(3) of this Agreement. If required by City, vegetative waste shall be collected and disposed of regardless of how it is containerized and prepared. Vegetative waste service for commercial customers is not part of the routine garbage service and shall incur additional costs per request.

- 4. *Bulk Trash.* Contractor shall be required to provide collection and disposal services for all bulk trash generated from commercial customers regardless of whether it is containerized. Non-vegetative Bulk Trash shall be collected on a regularly scheduled day, one time per week, every other week.

- 4.4. **Multiple Dwelling Units.** Upon the effective date of this agreement and ordinance, new Multiple Dwelling Units shall be classified as Multifamily Commercial and follow the standard commercial service requirements as described in Section 4.3. Contractor shall provide collection and disposal service to Multiple Dwelling Unit customers classified as Multifamily Residential prior to the effective date of this agreement and ordinance and who wish to remain classified as Multifamily Residential as follows:

- A. **Frequency of Collection.** Contractor shall provide collection and disposal services for household trash and garbage at least two (2) times per week, with collections at least three (3) days apart, and for ~~bulk trash~~, vegetative waste, and recyclable materials not less than once per week. Bulk vegetative waste will be collected on a regularly scheduled day, once a week, every other week. Bulk trash will be collected on a regularly scheduled day, once per week, every other week. These bulk collections will alternate weekly.

- B. **Point of Collection.** Collection of household trash, garbage, bulk trash, vegetative waste, and recyclable materials shall be at a location mutually agreed upon by the customer and Contractor, and approved by the Authorized Representative. If mutual agreement cannot be reached between customer and Contractor, the Authorized Representative shall designate the location. However, in the event the location was approved as part of a City or County site plan or development review

process, the location shall be shown on the final approved site or development plan. To the maximum extent feasible, the designated location shall be located in a place that provides for safe, convenience, and expedient access by Contractor.

C. Containers and Preparation.

1. *Household Trash and Garbage.* Contractor shall be required to provide collection and disposal services for all household trash and garbage generated from residential customers which has been properly prepared and stored in a container provided under the Automated Cart Program, mechanical container, or compactor under the following conditions:
 - a. The Multifamily Residential customers shall be permitted to use autocarts provided the amount of household trash and garbage per collection can be stored in a maximum of one 96-gallon and one 64-gallon container per unit; otherwise, customers shall be required to use mechanical containers or compactor service.
 - b. Contractor shall be required to provide an adequate number of mechanical containers or compactors to customers who request or exceed the maximum number of Automated Cart containers. Mechanical containers shall be provided at Contractor's sole expense and shall remain the property of Contractor, unless the mechanical container is owned by the customer. Compactors shall be provided as mutually agreed to by Contractor and customer.
2. *Recyclable Materials.* Contractor shall be required to provide collection and disposal services for all recyclable materials generated from Multifamily Residential customers which have been properly prepared and stored in a recycling container provided under the Automated Cart Program. Recyclables must be loose in the Autocart and not be placed into a bag of any kind. E-waste as described in Section 2.27 is considered recyclable material, but shall not be placed into the Autocart. Multifamily Residential customers shall contact Contractor to schedule E-waste collection which shall be collected by a separate collection vehicle.
3. *Vegetative Waste.* Contractor shall be required to provide collection and disposal services for all vegetative waste generated from Multifamily Residential customers who specifically request such service or as required by the City. Vegetative waste shall be segregated from the garbage and household trash and shall be placed in a separate cart under the Automated Cart program. All leaves and pine needles, ornamental shrubs, clippings and tree trimmings with branches less than 3 inches in diameter shall be placed in the cart. Tree limbs, tree trunks, palm fronds, etc., shall be cut in lengths of no greater than four (4) feet in length; shall be no larger than 6 inches in diameter and shall not exceed fifty (50) pounds per limb, trunk, frond, or bundle thereof. For bulk vegetative waste exceeding three (3) cubic yards, a special pick-up will be required when a "Claw or Clam" type collection vehicle is required to collect excess piles of bulk vegetative waste in excess of the maximum length and poundage set forth in this Section. ~~Residents shall call the City to request a bulk vegetative waste special pick-up only when their bulk vegetative waste pile is three (3) cubic yards or greater. Special pick-ups are to be considered part of the standard residential service with no set of maximum pickups per year. All residential bulk vegetative waste special pick-ups shall be coordinated through the City. Residents are to be directed to call the City to request bulk vegetative special pickups. The City will then notify the contractor directly of the request. The contractor shall have ten (10) business days to perform the pickup, as requested by the City. Bulk vegetative waste shall be collected one time per week, every other week.~~ Bulk vegetative waste shall be collected one time per week, every other week. ~~Hired Contractors and Landscapers must haul away any vegetation debris they produce.~~
4. *Bulk Trash.* Contractor shall be required to provide collection and disposal services for all bulk trash generated from Multifamily Residential~~residential~~ customers regardless of whether it is containerized. Non-vegetative Bulk Trash shall be collected on a regularly schedule day, request one time per week, every other week. ~~provided that the Multifamily~~

~~Residential customer provides not less than seventy-two (72) hours (3 business days) prior notice to Contractor.~~ Tree limbs collected as bulk trash shall be cut into lengths not exceeding four feet in length with a diameter of not greater than six (6) inches. It shall be stacked in a unified manner at curbside. Bulk Vegetative Waste collection shall be serviced as outlined in Section C.3 above.

5. *Provision, Maintenance and Changes to Autocarts.* The Contractor shall be responsible for the purchase, distribution and repair of autocarts that have been damaged by Contractor's actions. Contractor shall distribute one (1) 96-gallon and one (1) 64-gallon cart for garbage and yard waste, as outlined in Section C.1, and one (1) 64-gallon recycling cart to each residential unit. Contractor shall maintain, at all times, a sufficient number of Autocarts to ensure that all extra or replacement carts can be provided within five work days upon notification by the City or the customer. Contractor shall distribute fully assembled autocarts to new residential units that are added during the term of this contract. Autocarts that have been lost or damaged due to customers' abuse or negligence shall be repaired or replaced, at the expense of the customer utilizing the then current cost of the cart. Customer may purchase a an additional autocart for a charge of \$75.00 per cart. New multifamily residential customers may specify different 96-gallon or 64-gallon cart size combinations upon establishing a new account. Cart exchanges requested after the initial distribution shall be at a cost to the resident of \$35.00. The Contractor shall be responsible for the purchase, distribution and repair of carts that have been damaged by Contractor' s actions.
 6. *Cart Placement.* The customer shall place all solid waste at a point within the right-of-way abutting the customer's residential unit no farther than five (5) feet from the curb line or paving line, or, in the case no right-of-way exists which abuts the customer's property, at a point no greater than five (5) feet from the curb line or paving line of the nearest public street or right-of-way, or in the case of the existence of a drainage ditch, at a point on the roadside of the ditch. Garbage carts shall be spaced two (2) feet apart with the opening facing the street. Garbage autocarts shall be placed on the opposite side of the customer's driveway from that of the customer's mailbox. Customer shall not block access to the garbage cart with a motor vehicle or other obstruction. Obstructed garbage autocarts and those not properly set out shall not be serviced. After collection, Contractor shall place garbage autocarts in the same location as originally placed. The Contractor shall not be responsible for articles not placed in garbage autocarts, or any other item placed in or about the designated service area.
- 4.5. **City Controlled Property.** As requested by the Authorized Representative, Contractor shall be required to provide collection and disposal services for all refuse, bulk trash, vegetative waste, and recyclable materials generated by City at properties owned, leased, or otherwise controlled by City. In addition, Contractor shall provide such collection and disposal services for all City sponsored special events (e.g. New Year's Eve, 4th of July), as agreed to by City and Contractor, and for all City public receptacles located along or in public rights-of-way, sidewalks, and public recreational facilities. Such collection and disposal services shall be at no charge or expense to City, provided, however, that for service utilizing roll-off containers the City shall pay Contractor \$125.00 per pull plus cost of disposal.
- A. **Frequency of Collection.** Unless otherwise directed by the Authorized Representative in writing, Contractor shall provide collection and disposal services for refuse at least two (2) times per week, with collections at least three (3) days apart, and for bulk trash, vegetative waste, and recyclable materials not less than once per week. Frequency of collection for some roadside trash cans and mechanical containers may be up to 6 days per week, depending on the location.
 - B. **Point of Collection.** Collection of refuse, bulk trash, vegetative waste, and recyclable materials shall be at locations designated by the Authorized Representative, with consideration given for the safe, convenient, and expedient access by Contractor.

C. **Containers and Preparations.**

1. *Refuse.* Contractor shall be required to provide collection and disposal services for refuse generated by City which has been properly prepared and stored in a refuse container or mechanical container as determined by the Authorized Representative. Contractor shall be required to provide the mechanical container at Contractor's expense.
2. *Recyclable Materials.* Contractor shall be required to provide collection and disposal services for all recyclable materials generated by City which have been properly prepared and stored in a recycling container or other container mutually agreed to by the Authorized Representative and Contractor.
3. *Vegetative Waste.* Contractor shall be required to provide collection and disposal services for all vegetative waste generated by City provided the vegetative waste is containerized, prepared, and collected pursuant to Section 4.2(C)(3) of this Agreement. Notwithstanding, Contractor and City may mutually agree to some other method of preparation and storage for significant City projects which generate significant amounts of vegetative waste.
4. *Bulk Trash.* Contractor shall be required to provide collection and disposal services for all bulk trash generated by City regardless of whether it is containerized.

4.6. **Biohazardous, Biological, Hazardous, Sludge, and Special Waste.** Contractor shall not be responsible for collection and disposal services for biohazardous waste, biological waste, hazardous waste, sludge, and special waste under this Agreement. However, to the extent qualified and licensed, Contractor may contract with persons and entities within the service area, along with other qualified and licensed contractors, to provide for such collection and disposal services. Contractor shall directly bill such persons and entities for such services at a rate mutually agreed on between Contractor and such persons and entities.

4.7. **Construction and Demolition Debris Service.** Contractor may provide collection and disposal service of construction and demolition debris to residential, multiple dwelling units, and commercial customers as follows:

- A. **Non-exclusive Right.** Contractor shall have the non-exclusive right to provide collection and disposal services for construction and demolition debris utilizing roll-off containers, as that term is defined in Section 2.45 of this Agreement, or other appropriate containers. It is the intent and purpose of this Agreement to permit small haulers of construction and demolition debris to competitively operate within the service area. Contractor may compete with said small haulers by providing collection and disposal services for construction and demolition debris. Contractor shall directly bill such services at a rate mutually agreed on between Contractor and such person and entities receiving the services.
- B. **Frequency of Collection.** Contractor shall provide collection and disposal services for construction and demolition debris utilizing roll-off containers or other appropriate containers to customers that specifically request such service or as required by City. Said collection and disposal services shall be provided as frequently as mutually agreed to by Contractor and the customer or as required by the Authorized Representative or City Code to protect the public health, safety, and welfare.
- C. **Point of Collection.** Collection of construction and demolition debris shall be at a location mutually agreed upon by the customer and Contractor; provided, collection shall be located within the boundary of the property served, unless otherwise approved by the Authorized Representative.
- D. **Containers and Preparation.** Contractor shall be required to provide one or more roll-off containers or other appropriate containers of a size and number mutually agreed to by Contractor

and customer. Contractor may charge a trip/blocked container charge if Contractor is not able to access roll-off container on the designated service day.

- 4.8. Code Enforcement.** Upon request of the Authorized Representative, Contractor shall assist the City in its code enforcement efforts by providing collection and disposal service of solid waste and construction and demolition debris located on real property in violation of the City Code.
- 4.9. Automated Cart Program.** Contractor has the capability of providing certain automated equipment which may be utilized in conjunction with a cart program for garbage and vegetative waste collection ("Automated Cart Program"). The Contractor shall be responsible for the purchase, distribution and repair of autocarts that have been damaged by Contractor's actions. Residential customers currently have one (1) 96-gallon and one (1) 64-gallon cart for garbage and yard waste and one (1) 64-gallon recycling cart to each residential unit. Contractor shall maintain, at all times, a sufficient number of autocarts to ensure that all extra or replacement carts can be provided within five work days upon notification by the City or the customer. Contractor shall distribute fully assembled autocarts to new residential units that are added during the term of this contract. New residences without existing Autocarts shall be delivered the default size of one (1) 96-gallon and one (1) 64-gallon autocart for garbage and yard waste and one (1) 64-gallon cart for recycling unless otherwise requested by the resident. Autocarts that have been lost or damaged due to customers' abuse or negligence shall be repaired or replaced, at the expense of the customer utilizing the then current cost of the cart. Customer may purchase an additional autocart for a charge of \$75.00 per cart. New residential customers may specify different 96-gallon or 64-gallon cart size combinations upon establishing a new account. Cart exchanges requested after the initial distribution shall be at a cost to the resident of \$35.00 per cart.
- 4.10. Tire Collection.** Contractor shall provide tire collection and disposal services to residential customers at no additional charge, provided no more than four (4) tires per household, per year. Residents must contact Contractor to schedule tire collection.
- 4.11. Vacant Lot Service.** Upon request from the City, the Contractor shall collect and dispose of solid waste on vacant lots within the City at a fee as described in Exhibit A.

5. Rates and Charges; Compensation to Contractor; Franchise Fee Billing.

- 5.1 Rates; Compensation to Contractor.** The City shall pay the Contractor for solid waste collection and disposal services consistent with the rates established in the Solid Waste Franchise Agreement, as outlined in Exhibit A, between the City and contractor and any amendments or modifications made thereto. Further, the City Council shall approve revisions to those rates and charges pursuant to a duly adopted resolution to the City Council.
- 5.2 Consumer Price Index-Garbage & Trash (G&T) Adjustment.** The monthly rates and fees the Contractor may charge pursuant to Exhibit A shall be adjusted annually to reflect increases in the Consumer Price Index- Garbage & Trash (CPI-G&T). Specifically, the rates and fees set forth in Exhibit A shall be adjusted to reflect the increase in the CPI-G&T for the immediately preceding twelve (12) month period of April to April, and any increase shall be capped at three (3%) percent per year. If the CPI-G&T is discontinued, the City and the Contractor shall mutually select another index published by the United States Government or by a reputable publisher of financial and economic indices.
- 5.3 Billing Customers by City.** Customer billing shall be established and enforced by City Code. The City shall provide the customer billing for all collection and disposal services provided by Contractor under this Agreement, unless otherwise specifically stated herein. City shall perform said billing by means and at times deemed appropriate by City. Contractor shall fully cooperate with City in customer billing.
- 5.4 Billing and Payment Procedure.** Unless otherwise provided by the Authorized Representative, customer billing and payment to Contractor shall be in accordance with the following procedure:

- A. Within twenty (20) days after the first of each month, Contractor shall submit a detailed invoice for all collection and disposal services provided during the previous month. Said invoice shall be accompanied by the monthly customer report required by Section 19.3(A) of this Agreement.
- B. For commercial, residential, and multiple dwelling unit customers billed monthly for refuse, bulk trash, vegetative waste, and recyclable materials, City shall make appropriate adjustments to Contractor's invoice to reflect those customers and services that should be billed based on the City's monthly customer and service data base.
- C. For customers billed for optional special refuse vegetative collection service, or any other non-monthly collection and disposal service, City shall verify the customer services and amounts invoiced and shall make appropriate adjustments to Contractor's invoice to reflect any errors contained therein.
- D. Within thirty (30) days of receipt of Contractor's monthly invoice, City shall pay Contractor the amount of the invoice. The Franchise Fee charged in accordance with Section 5.5 herein shall be directly billed to the customer and collected by City.

5.5 Franchise Fee. At the City Council's sole and absolute discretion, the City reserves the unconditional right to charge, from time to time, a Franchise Fee equal to an amount permitted by law. The Franchise Fee shall not be construed as a tax, but shall be considered a payment to the City in exchange for the rights and privileges granted by this Franchise. The Franchise Fee shall be passed along to the customer and remitted by customer directly to City pursuant to Section 5.4(D).

5.6 Administrative Fee. At the City Council's sole and absolute discretion, the City reserves the unconditional right to charge an administrative fee. The administrative fee shall not be construed as a tax, but shall be considered a payment to the City by the customer in exchange for the various administrative and billing services required to administer the solid waste contract.

5.7 Contractor's Petition for a Rate Adjustment. The Contractor may petition the City to adjust the rates in Section 5.1 herein based upon unusual and unanticipated increases in the cost of doing business, including but not limited to a change in any collection regulation or change in law. Any such request shall be supported by full documentation establishing the increase in operating costs and the reasons therefor. The City shall be entitled to audit the Contractor's financial and operational records directly related to the Contractor's request in order to verify the increase in costs and the reasons therefor.

The Contractor's request must be made within a reasonable time, and shall contain reasonable proof and justification to support the need for the rate adjustment. The City may request from the Contractor, and the Contractor shall provide, such further information within its possession as may be reasonably necessary in making its determination. The City Council shall approve or deny the request (without penalty), in whole or in part, at its sole and absolute discretion, within sixty (60) days of receipt of the request and all other additional information required by the City. Any such approved adjustment shall be in addition to the annual CPI-G&T rate change.

6. Schedules and Routes. Contractor shall provide written notice to the City of its collection and disposal routes and schedules. The City reserves the unconditional right to deny Contractor's vehicles access to any street, alley, bridge, or public way within the service area while performing collection and disposal services under this Agreement, where the City determines that it is in the best interests of the public health, safety, and welfare to do so because of the conditions of the streets, alleys, bridges, or public ways. However, Contractor shall not interrupt the regular schedule and level of service because of such closures of less than eight (8) hours in duration. The City shall notify Contractor of any such closures of longer duration, and arrangements shall be made in a manner acceptable to Contractor and the Authorized Representative for the collection and disposal services interrupted by the closure. Customers shall be notified in writing by Contractor of the schedules provided by Contractor and any amendments thereto, provided customers shall be given at least seven (7) days prior written notice of any such amendments. Any and all route and schedule changes must receive prior approval by the Authorized Representative and notification of schedule changes shall be published at a

minimum in a newspaper of general circulation meeting the requirements of Section 50.011, Florida Statutes. The City may also publish the schedule changes using its social media platform.

7. Collection Equipment and Vehicles. Contractor shall provide collection equipment for the collection and disposal services as follows:

7.1. Type and Amount. Contractor shall have on hand, at all times under this Agreement, collection equipment that is in good working order and sanitary condition that will permit Contractor to perform the collection and disposal services in a sufficient and efficient manner so that the schedules and routes can be maintained. Collection equipment shall be obtained from a nationally known and recognized manufacturer of collection equipment. Collection vehicles shall be of the automated and/or enclosed packer type or other type vehicle which meets industry standards and is approved by the Authorized Representative. All collection vehicles shall be equipped with communication devices and such devices shall be maintained in good operating order.

7.2. Condition. All collection equipment shall be maintained, at all times, in a reasonable and safe working condition and shall be in good repair, appearance, and sanitary and clean condition. Collection equipment shall be painted uniformly with the name of the Contractor, Contractor's telephone number and number of the collection vehicle in letters not less than three (3) inches high on each side of the collection vehicle. Contractor shall keep an accurate record of the vehicle to which each number is assigned. Advertising on collection vehicles is strictly prohibited.

7.3. Overloading. Collection vehicles shall not be overloaded by Contractor so as to cause litter or spillage (described in Sections 4.1(D) and (H)); however, if litter or spillage occurs because of overloading it shall be picked up immediately as required by Sections 4.1(D) and (H).

7.4. Back-up Equipment. Contractor shall maintain sufficient back-up collection equipment, which shall satisfy the condition requirements of Section 7.2 of this Agreement, to temporarily replace collection equipment that is in a state of disrepair or is inoperable at any time during Contractor's performance of the collection and disposal services pursuant to this Agreement. The back-up collection equipment shall be put into service within a reasonable time and without interruption of collection and disposal services. Such back-up collection equipment shall correspond in size and capacity to the collection equipment ordinarily used by Contractor in performance of the collection and disposal services under this Agreement.

8. Contractor's Personnel. Contractor shall fully comply with the following terms and conditions regarding Contractor's personnel:

8.1. Contractor's Representative. Contractor shall appoint a representative to administer and manage this Agreement on Contractor's behalf as required by Section 26.0 of this Agreement.

8.2. Other Personnel. Contractor shall provide a sufficient number of qualified persons to provide the collection and disposal services. All persons who are given supervisory authority by Contractor shall be made available to the Authorized Representative for consultation within a reasonable and practicable time after Contractor receives notice from the Authorized Representative that a consultation is being requested. Supervisors shall operate a collection vehicle that is equipped with a communication device.

8.3. Conduct of Personnel. Contractor shall require and ensure that its personnel shall serve all customers in a courteous, helpful, and impartial manner. Contractor's personnel shall perform collection and disposal services while using existing sidewalks and driveways when on private and public property. Contractor personnel shall observe all no trespassing signs and shall not cross between neighboring properties unless the customer, or customer's in the case of neighboring properties, has expressly given said personnel permission. Contractor's personnel shall perform all collection and disposal services with due care and shall always take reasonable precautions and steps to avoid damaging all real and personal property including, but not limited to, refuse containers, recycling containers, carts, racks, trees, shrubs, flowers, and similar property. Contractor shall be fully liable for all such damage negligently caused by

Contractor's personnel and Contractor shall promptly provide sufficient and appropriate compensation to customers for such damage.

- 8.4. **Uniform Regulations.** Contractor agrees that the identification of Contractor's personnel while performing the collection and disposal services is important to the customer's health, safety, and welfare. Consequently, Contractor's personnel performing collection and disposal services shall wear a uniform or shirt bearing the Contractor's name. Lettering stitched on or identifying patches permanently attached to the uniform or shirt shall be acceptable.
- 8.5. **Labor and Employment Laws.** Contractor shall comply with all applicable local, state, and federal labor and employment laws affecting its personnel.
- 8.6. **Informing Personnel of Responsibilities.** Contractor shall take whatever steps it deems necessary to fully inform its personnel about the terms and conditions and personal responsibilities provided under this Agreement. City shall not be responsible for informing Contractor's personnel of said terms, conditions, and responsibilities. Contractor shall also provide operating and safety training manuals to all its personnel.
- 8.7. **Driver's License.** All Contractor's personnel that drive a collection vehicle while performing collection and disposal services shall at all times have and carry a valid Florida commercial driver's license for the type of vehicle being driven.
- 8.8. **Drug Free Workplace.** Contractor shall maintain a drug free workplace policy. If requested by City, Contractor shall provide a document certifying to the City it is a drug free workplace.

9. Level of Service; Customer Complaints; Annual Evaluation By City.

- 9.1. **Level of Service.** Contractor acknowledges and agrees that the continuation of this Franchise depends on Contractor consistently providing a high quality and efficient level of collection and disposal services to all customers. To insure such services are provided in such a manner, Contractor's performance shall be evaluated, on an annual basis, pursuant to the procedure established in Section 9.3 of this Agreement and based on the following review criteria:
 - A. The number of complaints received pursuant to Section 9.2 herein and Contractor's performance in resolving the complaints in a professional and expedient manner.
 - B. Contractor's responsiveness to direction given by the Authorized Representative.
 - C. The number of times that Contractor had to pay liquidated damages pursuant to Section 25.0 herein.
 - D. Contractor's participation in community meetings sponsored by City and Contractor's performance in resolving the complaints received at those meetings in a professional and expedient manner.
 - E. Contractor's financial viability to continue performing the collection and disposal services as required by this Agreement.
- 9.2. **Customer Complaints.** It is the intent of this Agreement to ensure that the Contractor provides a high-quality level of collection and disposal services to all customers. To this end, all failures to provide collection and disposal services to customers, or failures observed by the Authorized Representative, and reported to the Contractor shall promptly be resolved pursuant to the provisions of this Agreement. All customer complaints will be forwarded to the Contractor by person, telephone, or in writing by mail or email. When received, the Contractor shall record complaints on a form approved by the Authorized Representative and shall take appropriate steps to resolve the complaint in a professional and expedient manner. Any complaints received by the Contractor before 12:00 noon shall be resolved before 8:00 p.m. of that same day. Complaints received after 12:00 noon shall be resolved before 8:00 p.m. of the following business day. If the complaint involves a claim of damage to private or public property caused by Contractor during the performance of collection and disposal services, the Contractor shall within

twenty-four (24) hours provide the Authorized Representative with a full written explanation of said complaint, an estimate of the damage, and Contractor's proposed actions to remedy the damage.

9.3. Annual Evaluation Procedure. Contractor's performance shall be annually evaluated by City's Authorized Representative under the following procedure:

- A. Upon or soon after the occurrence of each annual anniversary date of this Agreement, the Authorized Representative shall conduct and prepare a written annual evaluation of Contractor's performance in providing the collection and disposal services under this Agreement ("Evaluation"). The Evaluation shall be based on the level of service criteria set forth in Section 9.1 herein. For each criteria the Authorized Representative shall evaluate and grade Contractor's performance as unacceptable, acceptable but needs improvement, or good. If Contractor receives an unacceptable grade, the Authorized Representative shall provide Contractor a written explanation of why Contractor's performance was unacceptable and Contractor shall be given a reasonable period of time, as determined by the Authorized Representative, to bring its level of performance up to levels acceptable to the Authorized Representative.
- B. If Contractor fails to bring its performance up to acceptable levels within the time period prescribed by the Authorized Representative, the Authorized Representative shall deliver the Evaluation, the aforesaid unacceptable explanation, and other relevant documents to the City Council for consideration by the City Council at a public meeting. At the meeting, the Authorized Representative and Contractor shall have the opportunity to explain their positions and the City Council shall then determine whether this Franchise should continue under conditions determined by the City Council or be terminated, without penalty, pursuant to Section 14.1(H) herein.

10. Authorized Representative's Interpretation and Decision. Any dispute between the City and Contractor, which cannot be disposed of by mutual consent between the parties within a reasonable period of time ("Impasse"), shall be ultimately decided by the Authorized Representative at such time the Authorized Representative declares an Impasse. Upon Impasse, the Authorized Representative shall have thirty (30) days to decide the Impasse issue, unless additional time is reasonably needed. All such decisions shall be reduced to writing by the Authorized Representative and delivered to Contractor within three (3) days of said decision. All such written decisions shall contain a sufficient explanation, as may be deemed necessary by the Authorized Representative, to explain the decision. The decision shall be final and binding on both parties. Pending the decision, Contractor shall proceed diligently with the performance of the collection and disposal services in accordance with this Agreement and any preliminary directions of the Authorized Representative. The Authorized Representative may amend, suspend, or revoke any decision if circumstances warrant.

11. Other City Permits. For collection and disposal services of any kind not exclusively provided by Contractor under this Agreement, Contractor shall obtain all permits required by City Code to provide said services.

12. Performance Bond; Alternatives.

12.1. Performance Bond. The Contractor shall obtain and maintain during the entire term of this Agreement and any extensions and renewals thereof, at its cost and expense, and file with the City a corporate surety bond in the amount of Five Hundred Thousand Dollars (\$500,000.00) to guarantee the faithful performance by the Contractor of all of its obligations provided under this Agreement and the City Code. Such bond must be issued by a surety. Alternatively, the Contractor shall obtain and continuously maintain an unexpired irrevocable letter of credit, which shall at all times be in the possession of the City. The form and contents of such performance bond or letter of credit shall be acceptable to the City. The letter of credit shall be released only upon expiration of the Agreement or upon the replacement of the letter of credit by a successor Contractor.

12.2. Conditions. The performance bond or letter of credit shall be issued upon the following conditions:

- A. The performance bond shall be issued by a surety approved by City and licensed and authorized by the State of Florida to do business as a surety in the State of Florida. The irrevocable letter of credit shall be issued by a bank or savings and loan association acceptable to the City, authorized

to do business in this State by either the State of Florida Comptroller or the United States government. The letter of credit shall name the City as the beneficiary.

- B. There shall be recoverable by the City jointly and severally from the principal and surety or the financial institution that has issued the letter of credit, any and all fines and liquidated damages due to the City and any and all damages, losses, costs, and expenses suffered or incurred by the City resulting from the failure of the Contractor to: faithfully comply with the provisions of the City Code and the Agreement; comply with all orders, permits and directives of any City agency or body having jurisdiction over its acts or defaults; pay any claims, liens, fees, or taxes due the City which arise by reason of the collection and disposal services provided under this Agreement. Such losses, costs and expenses shall include but not be limited to attorney's fees and other associated expenses.
- C. The total amount of the bond or letter of credit shall be forfeited as a liquidated damage paid to the City in the event:
 - 1. Contractor abandons, or cancels with less than ninety (90) days written notice to City, its obligations and responsibilities to perform the collection and disposal services required under this Franchise, prior to the expiration of the term of the Agreement;
 - 2. Contractor assigns this Agreement without the express written consent of the City; or
 - 3. This Agreement is terminated by reason of the default of the Contractor.

12.3. Reduction of Bond/Letter of Credit. Upon written application by the Contractor, the City may, at its sole option, permit the amount of the bond or letter of credit to be reduced for the term of this Agreement or periods of time, when it is determined by the City's City Council to be in the public interest. Upon written application by the Contractor, the City may, at its sole option, permit the terms of the requirements of the performance bond/letter of credit to be altered for the term of this Agreement or periods of time, when it is determined by the City Council to be in the public interest.

12.4. Use of Performance Bond and Letter of Credit. Prior to drawing upon the letter of credit or the performance bond for the purposes described in this section, the City shall notify Contractor in writing that payment is due, and the Franchisee shall have thirty (30) days from the receipt of such written notice to make a full and complete payment. If the Contractor does not make the payment within thirty (30) days or demonstrate reason acceptable to the City why such action should not be taken, the City may withdraw the amount thereof, with interest and penalties, from the letter of credit or the performance bond. Within three (3) days of a withdrawal from the letter of credit or performance bond, the City shall send to the Contractor, by certified mail, return receipt requested, written notification of the amount, date and purpose of such withdrawal.

12.5. Replenishment of Letter of Credit and Performance Bond. No later than thirty (30) days, after mailing to the Contractor by certified mail notification of a withdrawal pursuant to Section 12.4 above, the Contractor shall replenish the letter of credit and/or performance bond in an amount equal to the amount so withdrawn. Failure to make timely replenishment of such amount to the letter of credit and/or performance bond shall constitute a failure of the Contractor to faithfully comply with the provisions of this Agreement.

12.6. Non-renewal, Alteration, or Cancellation of Letter of Credit or Performance Bond. The performance bond and letter of credit required herein shall be in a form satisfactory to the City which approval shall not be unreasonably withheld and shall require thirty (30) days written notice of any non-renewal, alteration or cancellation to both the City and the Contractor. The Contractor shall, in the event of any such cancellation, alteration, or non-renewal notice, obtain, pay all premiums for, and file with the City, written evidence of the issuance of replacement bond or policies within thirty (30) days following receipt by the City or the Contractor of any notice of cancellation, alteration, or non-renewal.

12.7. Inflation. At the sole discretion of the City, to offset the effects of inflation, the amount of the bond or letter of credit provided for herein is subject to annual increases at the end of every year provided the amount of the bond or letter of credit shall not exceed fifty percent (50%) of the total amount paid Contractor by City pursuant to Section 5.0 for the year previous to the increase.

12.8. Default. The performance bond and letter of credit provided pursuant to this section shall become the property of the City in the event that this Agreement is canceled or terminated by reason of the default of the Contractor.

12.9. Right to Require Replacement of Bonds or Letter of Credit. If the City becomes aware of the financial condition of any bonding or financial institution issuing a performance bond or letter of credit as required herein and said financial condition is reasonably deemed by the City to jeopardize the collateral posted with the City, the City may, at any time, require that any such bond or letter of credit be replaced with such other bond or letter of credit consistent with the requirements set forth in this section.

13. Transfer of Ownership or Control.

13.1. Transfer of Franchise. This Agreement shall not be sold, Transferred, leased, assigned or disposed of, including but not limited to, by forced or voluntary sale, merger, consolidation, receivership or other means without the prior written consent of the City Council, and then only under such reasonable conditions as the City Council may establish which may include but not be limited to financial guarantees to the collection and disposal services.

13.2. Transfer Threshold. The Contractor shall promptly notify the City of any actual or proposed change in, or Transfer of, or acquisition by any other party of, control of the Contractor.

13.3. City Approval. Every Transfer shall make this Agreement subject to cancellation unless and until the City Council shall have consented thereto in writing. For the purpose of determining whether it may consent to such Transfer, the City may inquire into the legal, financial, character, technical, and other public interest qualifications of the prospective Transferee or controlling party, and the Contractor shall assist the City in obtaining all required information. Failure to provide all reasonable information requested by the City as part of said inquiry shall be grounds for denial of the proposed Transfer.

13.4. Signatory Requirement. Any approval by the City Council of transfer of ownership shall be contingent upon the prospective assignee becoming a signatory to this Agreement.

14. Forfeiture or Termination.

14.1. Grounds for Revocation. The City Council reserves the right to terminate this Agreement, without penalty, and rescind all rights and privileges associated with the Franchise in the following circumstances, each of which shall represent a default and breach of this Agreement:

- A. Contractor defaults in the performance of any of the material obligations to provide collection and disposal services under this Agreement or the City Code;
- B. Contractor fails to provide or maintain in full force and effect the liability and indemnification coverage or the performance bond (or alternative letter of credit) as required herein;
- C. Contractor violates any material provisions of any orders or rulings of any regulatory body having jurisdiction over the Contractor relative to this Agreement and any regulatory ordinance of the City, and Contractor fails to begin cure within five business (5) days of notice from the City and to complete cure within a reasonable time after notice, as determined by the City;
- D. Contractor practices or engages in any fraud upon the City or any customer;
- E. Contractor is gross negligent, as defined by general law, in maintaining any of the level of service standards provided in this Agreement;
- F. Contractor becomes insolvent, unable or unwilling to pay its debts or is adjudged bankrupt;

- G. Contractor fails to provide collection and disposal service throughout the service area if a disruption of such service occurs pursuant to Section 24.0 of this Agreement, unless approval of such disruption is obtained from the City Council;
- H. Contractor fails to satisfy the level of service annual evaluation conducted by the Authorized Representative and City Council pursuant to Section 9.3 of this Agreement; or
- I. Contractor provided a material misrepresentation of fact in the application for or negotiation of the Franchise granted under this Agreement or any extension or renewal thereof.

14.2. Effect of Circumstances Beyond Control of Franchisee. Contractor shall not be declared at fault or be subject to any sanction under any provision of this Agreement in any case, in which performance of any such provision is prevented by an impediment beyond the Contractor's reasonable control. For the purposes of this Agreement, causes or events beyond the Contractor's control shall include, without limitation, acts of God, floods, earthquakes, landslides, hurricanes, fires and other natural disasters, pandemics, acts of public enemies, riots or civil disturbances, sabotage, restraints imposed by order of a governmental agency or court. A fault shall not be deemed to be beyond the Contractor's control if committed by a corporation or other business entity in which the Contractor holds a controlling interest whether held directly or indirectly, when such fault is due to Contractor's financial inability to perform or comply, economic hardship, or misfeasance, malfeasance or nonfeasance by any of the Contractor's directors, officers, employees or contractors or agents. This provision shall become effective only if the Contractor notifies the City in writing within a reasonable period of time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the event, and Contractor takes all reasonable steps to minimize damages and resume performance.

14.3. Effect of Pending Litigation. Pending litigation or any appeal to any regulatory body or court having jurisdiction over the Contractor shall not excuse the Contractor from the performance of its obligations under this Agreement, unless specifically provided for by court order or by the regulatory body having jurisdiction over such matters. Failure of the Contractor to perform such obligations because of pending litigation or petition may result in forfeiture or revocation pursuant to the provisions of this section.

14.4. Procedure Prior to Revocation. Except as provided in Section 9.3 for annual evaluations, the Authorized Representative shall notify the Contractor in writing of the exact nature of the alleged violation constituting a ground for termination and give the Contractor thirty (30) days, or such greater amount of time as the Authorized Representative may specify, to correct such violations or to present facts and arguments to refute the alleged violation. If the Authorized Representative then concludes that there is a basis for termination, it shall notify the Contractor thereof. If within the designated time the Contractor does not remedy and/or put an end to the alleged violation, the City's City Council, after a public hearing where all interested parties may be heard, may suspend or revoke the Franchise under this Agreement, without penalty, if it determines that such action is warranted. The Contractor shall not be held in default nor suffer any penalties where non-compliance or default is caused by an event beyond the Contractor's control, as stated in Section 14.2.

15. Regulatory Authority.

15.1. Authority. The City reserves the right to exercise the maximum authority, as may at any time be lawfully permissible, to regulate the collection and disposal services and any other solid waste services, the Franchise granted hereunder, and the Contractor. Should applicable legislative, judicial or regulatory authorities at any time permit regulation not presently permitted to the City, the City may without the approval of the Contractor engage in any such additional regulation as may then be permissible, whether or not contemplated by this Agreement or the City Code, including without limitation, regulation regarding franchise fees, taxes, programming, rates charged to customers, consumer protection, or any other similar or dissimilar matter. The City agrees to meet and confer with the Contractor prior to enacting new regulatory ordinances.

15.2. Right of Inspection. The City shall have the right to inspect in a timely manner and in the accompaniment of a representative of the Contractor all collection and disposal services performed subject to the provisions of this Agreement and to make such tests as it shall find necessary to ensure compliance with the terms of this Agreement, the City Code and any other applicable provisions of local, state or federal law.

15.3. City Regulation. To the extent that federal or state law or regulation may now, or as the same may hereafter be amended by legislation, administrative regulation or decision, or judicial determination, authorize the City to regulate the rates for any particular service tiers, service packages, equipment, or any other services provided by Contractor, the City shall have the right to exercise rate regulation to the full extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the City. The City shall provide advance notification to the Contractor of its intention to exercise any such regulation and written notification when such ordinance is adopted. However, failure to so provide advance notification to the Contractor or written notification when such ordinance is adopted shall not be a basis upon which to declare this Agreement in breach or to invalidate the ordinance.

15.4. City Health and Sanitation Regulations. Without any limitation on the authority granted City above, City reserves the unconditional right to adopt by ordinance additional health and sanitation regulations which shall apply to the collection and disposal of solid waste, biohazardous waste, biological waste, construction and demolition debris, hazardous waste, sludge, special waste and all other kinds of waste. To the extent determined at the sole discretion of the City's City Council, these regulations shall be codified in Chapter 9 of the City Code. Contractor shall fully comply with these regulations to the extent applicable to the collection and disposal services provided under this Agreement and said regulations shall be deemed to be fully incorporated herein by this reference. In the event any provision of this Agreement is in conflict with any provision of the additional City health and sanitation regulations, the provision contained in this Agreement shall prevail.

16. Liability and Insurance.

16.1. Certificate of Insurance. Prior to the effective date of this Agreement and thereafter continuously throughout the duration of the Agreement and any extensions or renewals thereof, Contractor shall furnish to the City, certificates of insurance and endorsements, in a form approved by the City, for all types of insurance required under this section. Failure to furnish said certificates of insurance and endorsements in a timely manner shall constitute material breach of this Agreement. At the City's request, Contractor shall furnish certificates of insurance and endorsements which are in effect from time to time.

16.2. No Liability Limit. Neither the provisions of this Section or any damages recovered by the City hereunder, shall be construed to limit the liability of Contractor for damages under this Agreement.

16.3. Endorsement. All insurance policies maintained pursuant to this Agreement shall contain an endorsement in substantially the following form:

It is hereby understood and agreed that this insurance policy may not be modified or canceled by the insurance company nor the intention not to renew be stated by the insurance company until thirty (30) Days after receipt by the City of Cocoa City Manager by certified mail, of a written notice of such intention to cancel or not to renew.

16.4. State Institution. All insurance policies provided pursuant to this Agreement shall be written by companies authorized by the Florida Insurance Commissioner to do business in the State of Florida as an insurance company. The insurance company shall have a Best Insurance rating of A or better, unless otherwise approved by the Authorized Representative.

16.5. Named Insured. The City shall be an additional named insured for all insurance policies written pursuant to this Agreement, as the City's interests may appear from time to time.

16.6. Changes in Policy Limits. To offset the effects of inflation and to reflect changing liability limits, all of the coverage, limits, and amounts of the insurance provided for herein are subject to reasonable increases at the end of every two (2) year period of this Agreement, applicable to the next two (2) year period or termination date of this Agreement (whichever occurs first), at the City's discretion, but not to exceed the coverage, limits, and amounts of insurance the City requires of other contractors transacting business with the City.

16.7. Commercial General Liability Insurance. Contractor shall maintain throughout the term of this Agreement, general liability insurance insuring Contractor in the minimum of:

- A. \$1,000,000 for property damage single limit; and
- B. \$1,000,000 single limit liability for personal bodily injury or death to any one person.

16.8. Automobile Liability Insurance. Contractor shall maintain throughout the term of the Agreement, automobile liability insurance for owned, non-owned, or rented vehicles in the minimum amount of:

- A. \$1,000,000 single limit liability for bodily injury and consequent death per occurrence; and
- B. \$1,000,000 for property damage per occurrence.

16.9. Worker's Compensation. Contractor shall maintain throughout the term of the Agreement, worker's compensation at least to the minimum amount of the statutory limit for worker's compensation, as amended from time to time.

17. Indemnification and Hold Harmless. For all collection and disposal services performed by Contractor pursuant to this Agreement, Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its council members, attorneys, employees, officers, and agents from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, pre-trial, trial, post judgment, and appellate proceedings), directly or indirectly arising from: (i) the acts, errors, omissions, intentional or otherwise, arising out of or resulting from Contractor's or its subcontractors, or agents performance of the collection and disposal services pursuant to this Agreement; (ii) defaults under this Agreement; (iii) failing to properly train employees under Contractor's control or direction; and (iv) failing to properly equip or hire employees under Contractor's control or direction in the performance of the collection and disposal services under this Agreement.

The indemnification provided above shall obligate Contractor to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City, its council members, attorneys, employees, officers, and/or agents which may result from the collection and disposal services under this Agreement whether the collection and disposal services be performed by the Contractor, its subcontractors, or anyone directly or indirectly employed by them. In the event of an actual or potential conflict, the City shall be permitted to choose legal counsel of its sole choice, the attorney fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are reasonable at the time indemnification is required.

The City agrees to be responsible for the City's own negligent acts and omissions.

18. Interference with Persons, Public and Private Property, and Utilities. Contractor's collection equipment and personnel used in performing the collection and disposal services hereunder shall:

- A. Not endanger or interfere with the health, safety or lives of persons;
- B. Not interfere with any improvements which the City, county, state, and federal government may deem proper to make;
- C. Not interfere with the free and proper use of Public Rights-of-Way, alleys, bridges, easements or other public property, except to the minimum extent possible during actual collection and disposal services being provided hereunder;

- D. Not interfere with the rights and reasonable convenience of private property owners, except to the minimum extent possible during actual collection and disposal services being provided hereunder; and
- E. Not obstruct, hinder or interfere with any gas, electric, water, wastewater, reclaimed water, stormwater drainage, telephone, or other utility facilities located within the service area.

19. Books and Records Available to City.

19.1. Records. With advance written request, the City shall have the right to inspect and copy at any time during Contractor's normal business hours, all books, records, maps, revenue statements, service complaint logs, performance test results and other like materials of the Contractor which relate to the collection and disposal services provided under this Agreement and which constitute a public record under Chapter 119, Florida Statutes. The City shall have the right only to inspect books, maps, revenue statements, service complaint logs, performance test results and other like materials of the Contractor which relate to the collection and disposal services provided under this Agreement and which do not constitute a public record under Chapter 119, Florida Statutes. Access to the aforementioned records shall not be denied by the Contractor on the basis that said records contain "proprietary" information, unless applicable law exempts said records. Said records shall be maintained at Contractor's office set forth in Section 4.1(G) of this Agreement.

19.2. Review. Contractor shall permit, during Contractor's normal business hours, the Authorized Representative to examine and copy, at the City's discretion, any and all maps and other records kept or maintained by the Contractor or under its control concerning the operations, affairs, transactions or property of Contractor relative to the collection and disposal services provided under this Agreement. The examination shall take place at Contractor's office.

19.3. Reports to be Filed. The following reports shall be provided to the City:

- A. A monthly customer report sorted alphabetically by address, which lists the customer's address and name, type, quantity, and size of the container picked-up from the customer, and a description of the kind of service provided customer.
- B. An annual report prepared by Contractor or the parent company of Contractor shall be provided annually at the time said report is published.

19.4. Mandatory Records. The Contractor shall at all times maintain:

- A. A record of all complaints received and interruptions, disruptions, or degradation of collection and disposal services for the preceding year prior to the annual performance evaluation by the City.
- B. A full and complete document(s) describing the rates, schedules, and routes for the collection and disposal services.
- C. A record of all customers, and fees received from them by Contractor, for collection and disposal services not billed by the City, if any.

19.5. Other Records. The City may impose reasonable requests for additional information, records and documents from time to time, and the Contractor shall produce said records within ten (10) business days, so long as such request relates to the City's enforcement abilities under this Agreement or the Code.

20. Preferential or Discriminatory Practices Prohibited. All collection and disposal services rendered and all rules and regulations adopted by Contractor shall have general application to all persons and shall not subject any person to prejudice or disadvantage on account of race, gender, religion, origin, or ethnicity. Contractor shall not deny service to any group of potential customers within the City because of the income of the customers within the service area. Contractor shall not charge customers different rates for service for the same class or type of service. However, this Section is not intended to restrict Contractor from offering

reasonable discounts to senior citizens or other economically disadvantaged groups in accordance with any local, state, or federal law.

21. Storms; Hurricanes; Natural Disasters; Calamities/Force Majeure.

21.1. In the case of impending severe weather, the City shall grant Contractor a reasonable variance from the regular scheduled and routes to the extent requested and only as reasonably necessary to overcome the impacts of the severe weather event. In the event a major storm, hurricane, natural disaster, or any other type of major or serious calamity ("calamity") causes an excessive amount of refuse, vegetative waste, bulk trash, or other excessive debris ("debris") to accumulate on streets, alleys, bridges, and on private and/or public property, Contractor shall collect such debris at the City's written request. City agrees to pay Contractor for such additional service in an amount mutually agreed upon in writing by the City and Contractor. Contractor acknowledges and agrees that collection and disposal services performed after a calamity may be subject to special procedures in order that the City can receive reimbursement from state and federal agencies like FEMA. In such cases, Contractor shall be fully responsible and liable for complying with all such procedures and shall also indemnify and hold harmless the City in the event Contractor fails to comply with said procedures. Nothing in this Agreement shall exclude or prohibit the City or any other contractors from collecting and disposing of such debris caused by a major or serious calamity. The City has an Agreement with other independent contractors for Disaster Debris Removal and Monitoring. Upon notification that Brevard County has been declared a federal disaster area by the President of the United States, the City Representative, shall coordinate the collection of disaster related debris through the City's franchised solid waste collectors on behalf of the City. The City shall negotiate with the Contractor for any expenditure(s) for debris clean up not reimbursed by Federal Emergency Management Agency and the State of Florida.

21.2. Force Majeure. If either party is prevented from or delayed in performing its duties under the Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruption, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government, then the affected party shall be excused from performance hereunder during the period of such disability. The party claiming Force Majeure shall promptly notify the other party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, this term Force Majeure does not include and a party shall not be excused from performance under this Agreement for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the services hereunder. This provision shall become effective only if the party excused from performance notifies the other party in writing within a reasonable period of time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the circumstances, and takes all reasonable steps to minimize damages and resume performance.

22. Miscellaneous Provisions.

22.1. Independent Contractor. Contractor is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, a partnership relationship, or to allow the City to exercise control or direction over the manner or method by which Contractor performs the collection and disposal services which are the subject matter of this Agreement. Contractor understands and agrees that: (i) the City will not withhold on behalf of Contractor pursuant to this Agreement any sums for payment of income tax, unemployment insurance, social security or any other withholding; (ii) all such payments, withholdings and taxes are the sole responsibility of Contractor; and (iii) Contractor will indemnify and hold the City, its City Council members, attorneys, employees, officers, and/or agents harmless from and against any and all loss or liability arising with respect to such payments, withholdings, or taxes, including, but not limited to reasonable attorneys' fees through any and all administrative, pre-trial, trial, post-trial judgment, and appellate proceedings. The parties hereto agree that both Contractor and the City shall have the right to

participate in any discussion or negotiation with the Internal Revenue Service concerning Contractor's independent contractor status regardless of with whom or by whom such discussions or negotiations are initiated. In the event that any applicable government agency determines that Contractor is an employee of the City and the City is required to pay any additional amount to any governmental authority based upon Contractor being reclassified an employee of the City, Contractor hereby covenants and agrees to reimburse immediately the City for any such amount paid to any such governmental authority and the costs and expenses associated with defending the City, including, but not limited to reasonable attorneys' fees. In the event that Contractor is reclassified as an employee and becomes eligible for a refund of any taxes paid to any governmental agency, including but not limited to, a claim for refund of self-employment taxes, then Contractor hereby covenants and agrees to pursue any such refund and assign to the City the proceeds from any such refund.

22.2. No Joint Venture. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

22.3. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and supersede all prior oral negotiations and written agreements between the parties. This Agreement may be amended, supplemented, modified, or changed only by a written instrument agreeing to said amendment, supplementation, modification, or change in the terms hereof by the parties.

22.4. Notices. Any notice, request, instruction, or other document to be given as part of this Contract shall be in writing and shall be deemed served when either delivered in person to the following designated agents or received by registered or certified United States mail, return receipt requested, postage prepaid, or received by facsimile, addressed as follows:

TO THE CITY:

City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922
Ph: 321-433-8800

TO THE CITY ATTORNEY:

Garganese, Weiss, D'Agresta & Salzman, P.A.
P.O. Box 2873
Orlando, FL 32802-2873
Ph: 407-425-9566

TO THE CONTRACTOR:

District Manager
Waste Management Inc. of Florida
3303 Lake Drive
Cocoa, FL 32926
Ph: 321-636-6894

COPY TO:

Legal Department
Waste Management Inc. of Florida
1800 N. Military Trail
Boca Raton, FL 33431

Either party may change the aforementioned designated agents at any time by providing written notice of such change to the other party.

22.5. Captions. Captions to sections through this Agreement are solely to facilitate the reading and reference to the sections and provisions of the Agreement. Such captions shall not affect the meaning or interpretation of the Agreement.

22.6. Severability. If any section, Section, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision. Such holding shall not affect the validity of the remaining portions of this Agreement, unless the City determines that the portions remaining (without the severed portions) have an adverse effect on the best interests of City, then City shall have the right to terminate this Agreement.

22.7. City's Rights of Intervention. Contractor agrees not to oppose intervention by the City in any suit or proceeding to which Contractor is a party, concerning or involving this Agreement and the City's rights under this Agreement.

22.8. Attorney's Fees. In the event of litigation arising out of or relating to this Agreement, each party shall bear their own attorney's fees and costs unless expressly provided under this Agreement.

22.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

22.10. Waiver. Failure of the City to insist upon performance within any time period or upon a proper level of service shall not act as a waiver of the City's right to later claim a failure to perform on the part of Contractor.

22.11. Jurisdiction; 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.

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

~~IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, eshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, Florida.~~

~~Contractor is required to and agrees to comply with public records laws. Contractor shall keep and maintain all public records required by the City to perform the services as agreed to herein. Contractor shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt~~

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

A. Pursuant to Section 119.0701, Florida Statutes, and other applicable public records laws (collectively, the "Public Records Laws"), Contractor agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Contractor related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record under and pursuant to the Public Records Laws, whether in the possession or control of the City or the Contractor. 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 Contractor are subject to the provisions of Chapter 119, Florida Statutes, or other Public Records Laws, 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 at any and all reasonable times during the normal working hours of the Contractor be open and freely exhibited to the CITY for the purpose of examination and/or audit. Notwithstanding anything herein to the contrary, the parties agree to maintain the confidentiality of any and all records or documents from third party disclosure that are deemed confidential and/or exempt from public records disclosure pursuant to federal or state law, including, but not limited to, under the Health Insurance Portability and Accountability Act of 1996 and related HIPAA Privacy Rules.

IF THE 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 (321) 433-8484, Cityclerk@cocoaf1.org, CITY CLERK'S OFFICE, 65 STONE STREET, COCOA, FLORIDA 32922.

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

B. All documents, including but not limited to, drawings, specifications and data or programs stored electronically or otherwise, prepared by the Contractor and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Contractor, or its independent contractors and associates, if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Contractor.

C. The City and the Contractor agree that upon payment of fees due to the Contractor by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule, or otherwise, said design, report, inventory list, compilation, drawing, specification, technical

data, recommendation, model, schedule, and other instrument produced by the Contractor, as applicable, in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Contractor waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule, and other instrument produced by the Contractor in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Contractor or not.

D. Notwithstanding any provisions to the contrary contained in this Agreement, the Contractor shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to, computer programs, software, standard details, figures, templates and specifications.

22.13. Employment Eligibility Verification (E-Verify). In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the proposer must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the proposer must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>. Vendors must complete the E-Verify Affidavit, "Attachment 1". 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. Contractor 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 this Agreement without penalty to the City. The 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. Should the Agreement be terminated pursuant to this subsection, Contractor will not be eligible to be awarded a public contract with City for one (1) full calendar year after the date on which the Agreement was terminated.

If the City Contractor utilizes Subcontractors, the following shall apply:

- A. Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.
- B. Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
- C. Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

The Contractor agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the City consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify program.

Nothing in this section may be construed to allow intentional discrimination of any class of persons protected by law.

22.14. Annual Donation. Contractor agrees to pay the City an annual donation in the amount of \$7,500.00 for the city to use towards community projects or scholarships to City programs. Payments shall be made on an annual basis on October 1st of each year beginning October 1, 2025.

23. Effective Date; Term.

23.1. Effective Date. The effective date of the Contract shall be October 1, ~~2021~~2025. The prior Contract between the parties, which was effective October 1, 2021, and all addendums thereto, is hereby superseded by this Amended and Restated Solid Waste Agreement, and of no further force and effect; provided, however, Contractor shall be paid the last month's billing under the prior Contract for only the last month's collection and disposal services performed by Contractor.

23.2. Term. The term of this Contract shall be from October 1, 2025 to September 30, 2030, subject to an annual evaluation by the City under Section 9.0 herein and termination as provided for in Section 14.0 herein. The term of this Agreement may be extended pursuant to Section 23.3 herein.

23.3. Renewal. The agreement shall be renewed for additional terms by mutual agreement of the parties. However, if either party determines that it does not want to seek renewal of this Agreement, such party shall provide the other party with written notice of nonrenewal at least one (1) year prior to the expiration of the current term of the Agreement.

24. Disruption in Collection and Disposal Services. In the event a disruption (e.g. strike, labor stoppage, collection equipment in disrepair) other than a Force Majeure event, causes Contractor to fall one week or more behind in its collection schedule, City may, at its option, cause the collection and disposal services to be performed by any means available to City. Such means may include, but not be limited to, City taking over and operating the collection equipment used in the performance of this Agreement until such time Contractor can perform the collection and disposal services and City contracting with a third party to perform the collection and disposal services. Any cost incurred by City in exercising this option shall be charged against Contractor and the performance bond or alternative letter of credit furnished by Contractor under this Agreement. The foregoing option shall only be exercised by a majority vote of the City's City Council after the City Council has declared that the disruption has caused an emergency to arise within the service area that adversely effects the public health, safety, and welfare.

25. Liquidated Damages/Charges. Should the Contractor commit any of the breaches described herein in Contractor's obligations under this Contract, the City shall be entitled to assess charges against the Contractor in the amounts listed below.

The City will be entitled to offset any charges assessed against the monthly fee otherwise due to Contractor hereunder.

Each complaint shall be considered legitimate, unless satisfactory evidence to the contrary is furnished to the Authorized Representative by the Contractor. The decision of the Authorized Representative shall be final. On-site inspection will be provided by the City to determine the legitimacy of disputed complaints. This provision shall not limit other contract claims or remedies that the City may have against the Contractor under this Contract.

- A. Failure to collect missed residential customers by 8:00 P. M. the same day when given notice before noon, or by 8:00 p.m. the following business day when given notice between 12:00 noon and 5:00 P. M.: \$50 per incident, a maximum of \$300 per truck per day.
- B. Unresolved complaints over 20 in a single month: \$50 per incident including the first 20.
- C. Failure to replace damaged container within five business days for commercial customers and five business days for residential customers: \$50 per incident.

- D. Failure to respond to damage to customer's property within seven business days: \$100 per incident.
- E. Equipment operator not properly licensed: \$250 per incident.
- F. Failure to complete a route on the regular pick-up day: \$100 per day for each route not completed.
- G. Failure to provide proper notification prior to residential route changes: \$125 per day, per route not notified.
- H. Causing skid marks or spillage marks on roadways, private driveways, or any thoroughfare within the service area: \$75 per incident.
- I. Failure to clean hydraulic spills or leaks as well as any other fluids having potential to damage or stain asphalt, concrete, or other roadway surfaces: \$250 per incident.
- J. Failure to clean spillage caused from residential or commercial route vehicles leaking from collected garbage: \$150 per incident.

25.2. Opportunity for Cure Required. The following charges may be assessed only after the City has given the Contractor notice and a reasonable opportunity to cure, or where the violation is a repeat violation (i.e., Contractor has previously failed the specific item listed at least once within the past 12 months and the City has previously provided the Contractor notice of such failure):

- A. Failure to maintain office hours as required: \$100 per incident.
- B. Failure to provide documents and reports in a timely and accurate manner as per agreement: \$50 per incident.
- C. Failure to cover materials, if appropriate, on all collection vehicles: \$100 per incident.
- D. Failure to comply with requested employee roster, proper uniforms, and employee identification and safety equipment as per agreement: \$150 per incident.
- E. Failure to close gates on dumpster enclosures as well as container lids and locking all locks on commercial customer locations: \$75 per incident.
- F. Failure to follow established reporting operation or administrative procedures: \$150 per incident.
- G. Loaded vehicles left standing on street unnecessarily: \$150 per incident.
- H. Failure to drive in the proper direction: \$100 per incident.
- I. Commingling solid waste with vegetative waste, recyclable materials, C & D materials or other waste material: \$250 per incident.

26. Contractor's Representative. Contractor shall designate an individual to act as a representative for Contractor under this Agreement with the authority to transmit instructions, receive information, and make or interpret Contractor's decisions. This person shall be Contractor's contract administrator. Initially, the person who shall act as the representative for Contractor with respect to this Agreement shall be a District Manager of the Contractor. Contractor may from time to time designate other individuals or delete individuals with the authority to act for Contractor under this Agreement with the authority to transmit instructions, receive information, and make or interpret Contractor's decisions. All deletions or designation of individuals to serve as a representative shall be given by written notice.

27. Time of the Essence. Contractor acknowledges and agrees that time is of the essence for the completion of the collection and disposal services to be performed under this Agreement. Unless otherwise extended in writing by the City, Contractor agrees to complete the collection and disposal services as required by this Agreement.

28. Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28,

or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable, under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00).

29. Franchise Costs. Contractor agrees to pay the reasonable administrative and legal costs incurred by the City in initially granting this Franchise, which shall be Two Thousand Five Hundred and No/100 Dollars (\$2,500.00). Payment shall be made to the City no later than thirty (30) days from the initial effective date. In the event this Franchise is renewed, transferred or assigned, Contractor or its successor in interest shall pay to the City the reasonable legal and administrative costs incurred with said renewal or assignment, not to exceed Two Thousand Five Hundred and No/100 Dollars (\$2,500.00). Payment shall be made to the City no later than thirty (30) days from the effective date of said renewal, transfer, or assignment.

30. Title to Garbage. The City shall have the right and title to all garbage, including recycling, set out for collection. Once collected by the Contractor, ownership of all garbage, including recycling, collected under this Agreement shall transfer to the Contractor.

31. Public Awareness Campaign.

31.1. *General.* Upon City request, Contractor agrees to provide, and assist the City in conducting, a public awareness campaign to promote the collection, disposal and recycling services provided under this Agreement. All materials and publications used by Contractor shall be reviewed by the City and approved by the Authorized Representative. All materials and publications used by the City shall be reviewed by Contractor and approved by Contractor's representative.

ATTEST:

CITY OF COCOA, FLORIDA

Monica Arsenault, City Clerk

By: _____
Michael C. Blake, Mayor

Date: _____

CITY SEAL:

ATTEST:

WASTE MANAGEMENT INC. OF FLORIDA

Print Name: _____

By: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

CORPORATE SEAL:

Exhibit A – Fee and Rate Schedule

City of Cocoa Exhibit A

Effective 10/1/2025

COMMERCIAL SERVICE

S I Z E	F R E Q U E N C Y						XPU
	1	2	3	4	5	6	
	2	58.14	116.27	174.41	232.55	290.68	348.82
	3	87.20	174.41	261.61	348.82	436.02	523.23
	4	116.27	232.55	348.82	465.09	581.36	697.64
	6	174.41	348.82	523.23	697.64	872.04	1,046.45
	8	232.55	465.09	697.64	930.18	1,162.73	1,395.27

per yard rate

\$7.12

Loose/Can Commercial (96 gallon cart, 2x week service)

1	2	3	4
CAN	CANS	CANS	CANS
\$42.21	\$84.42	\$126.63	\$168.85

YW CM (96 gal 1x wk)

1
CAN
\$ 28.14

RESIDENTIAL RATES TO WM - WATER BILLED:

	Garbage	Recycle	Yard Trash	Total
Single home per unit	\$10.82	\$3.77	\$6.55	\$21.14
Multi Family per unit	\$10.82	\$3.77	\$6.55	\$21.14
Cart Exchange Charge				\$ 35.00

	Up to 3 yards per trip	Per yard over 3 yards per trip
Vacant Lot Charge	\$168.83	\$28.14

Optional Special Vegetative Waste Service for Commercial Customers

Quarter truck load	\$168.83
Half truck load	\$225.10
Three Quarter truck load	\$281.38
Full truck load	\$337.65

Pull Rate

15 Yard Open Top Per Pull	\$264.49
20 Yard Open Top Per Pull	\$287.00
30 Yard Open Top Per Pull	\$309.51
40 Yard Open Top Per Pull	\$332.03

ABOVE RATES ARE SUBJECT TO ADDITIONAL LANDFILL FEES

CUSTOMERS NOT RECEIVING A MONTHLY PULL ARE
SUBJECT TO \$75.00 MONTHLY MAINTENANCE CHARGE OR
\$2.50 PER DAY CHARGE

	Pull Rate	Monthly rental	Blocked Cotainer/Trip Charge
15 Yard Compactor Per Pull	\$281.38	Negotiable with Customer	\$196.96
20 Yard Compactor Per Pull	\$303.89	Negotiable with Customer	\$196.96
30 Yard Compactor Per Pull	\$326.40	Negotiable with Customer	\$196.96
40 Yard Compactor Per Pull	\$354.54	Negotiable with Customer	\$196.96

"ABOVE RATES ARE BASED ON PULL CHARGES ONLY AND DO NOT INCLUDE DISPOSAL AT THE LANDFILL, TAXES, OR LEASING/MAINTENANCE FEES, ALL OF WHICH WILL BE ADDED TO THE FINAL CHARGE FOR THE ROLLOFF CONTAINER"

CPI for All Urban Consumers (CPI-G&T) Original Data Value

For the City of Cocoa

Series Id: CUUR0000SEHG02, CUUS0000SEHG02

Not Seasonally Adjusted

Series Title: Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: Garbage and trash collection

Base Period: DECEMBER 1983=100

Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2015	427.734	429.248	429.235	429.807	431.234	430.813	431.229	432.967	433.843	434.829	436.428	436.996		
2016	437.205	438.296	437.699	437.676	438.317	437.858	438.607	439.358	439.707	440.311	443.343	444.745		
2017	446.266	447.699	446.987	447.129	447.272	448.046	448.328	448.717	449.008	452.196	453.820	453.596		
2018	453.354	454.915	455.230	458.722	462.887	465.041	465.579	470.457	471.026	472.535	486.650	485.935	458.358	475.364
2019	475.687	477.474	478.569	479.449	480.865	480.984	482.138	483.987	484.346	486.133	486.485	486.708	478.838	484.966
2020	491.003	494.429	495.288	494.432	494.946	496.679	498.564	500.882	501.756	503.315	504.970	508.190	494.463	502.946
2021	512.722	517.270	518.505	518.579	516.440	517.202	521.185	524.408	529.934	530.114	529.053	532.538	516.786	527.872
2022	533.078	538.313	540.719	542.564	544.546	547.554	548.187	548.706	558.254	561.090	563.816	565.185	541.129	557.540
2023	570.412	575.697	576.773	580.124	587.431	589.812	596.167	597.347	596.997	597.569	601.631	602.164	580.042	598.646
2024	606.773	610.551	610.015	611.073	609.538	611.946	614.089	615.880	619.640	621.632	627.127	627.807	609.983	621.029
2025	629.803	641.938	642.053	643.063										

Index Change =

31.990

CPI Change =

5.24%

NTE 3%

3.00%

CPI Applied =

3.00%

Source: Bureau of Labor Statistics

Generated on: May 19, 2020 (08:19:40 AM)

CITY COUNCIL AGENDA ITEM

Memo Date: August 26, 2025
Agenda Date: September 9, 2025
File ID: 2025-866
Prepared By: Samantha Senger, Communications & Economic Development Director
Through: Stockton Whitten, City Manager
Requested Action: Council consideration of a 3% increase in rent for the tenants at the Porcher House.

BACKGROUND:

There are two tenants at the Porcher House that lease three office spaces at the Porcher House. The annual lease agreements are up for renewal on October 1, 2025.

Over the last four years, Council approved increases to rent have been:

2021/22: 15% increase

2022/23: 3% increase

2023/24: 3% increase

2024/25: 3% increase

Staff is proposing to increase the rent for the upcoming renewal period by 3%. Below is the proposed increase. Please note that there are no taxes levied on rental properties beginning October 1, 2025. Therefore, the tenants will actually be seeing a small decrease in their monthly rent since there are no taxes.

Proposed 25/26 - 3% increase														
Tenant	Lease Location	Square Footage	Monthly Cost Per SQ FT	Lease Start	Lease End	Due Date	Late Date	Late Fee	Rent	CAM	Sales Tax	Total Due	Increase of:	
Anello Co	PH #205	231	1.83	10/1/2025	9/30/2026	5th	10th	10.00%	\$422.73	\$21.14	\$0.00	\$443.87	-\$0.82 per month	
Jackson P	PH #201	297	1.83	10/1/2025	9/30/2026	5th	10th	10.00%	\$543.51	\$27.18	\$0.00	\$570.69	-\$1.06 per month	
Jackson P	PH #206	264	1.83	10/1/2025	9/30/2026	5th	10th	10.00%	\$483.12	\$24.16	\$0.00	\$507.28	-\$0.94 per month	

The City Manager is authorized to sign the renewal agreements per the current terms of the agreement.

Comparable rent prices in the Cocoa Village area:

- Brevard Ave: 435 sq ft, \$1.83 monthly cost per sq ft, \$797.50 per month
- Delannoy Ave: 8,132 sq ft, \$3.10 monthly cost per sq ft, \$2,100 per month
- Brevard Ave: 2,097 sq ft, \$1.66 monthly cost per sq ft, \$3,495 per month

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

Tenant lease payments are recorded as revenue and budgeted each year.

PREVIOUS ACTION:

Council approved a 3% increase in rent for the FY25 renewal period.

RECOMMENDED MOTION:

Council consideration of a 3% increase in rent for the tenants at the Porcher House.

CITY COUNCIL AGENDA ITEM

Memo Date: September 4, 2025
Agenda Date: September 9, 2025
File ID: 2025-888
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
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 Alternate member vacancies

Code Enforcement Board

- 1 Regular 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.cocoafl.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.

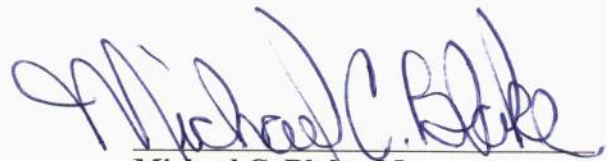
- c. The process of voting by ballot herein adopted supersedes the procedure for appointments of boards and committees established in Resolution 2013-99 of the City Council Rules of Procedure, Article XII, Section A.

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.

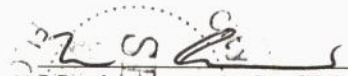
Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding 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

