



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.9.

7/21/2020

Subject:

Approval; Re: Interlocal Agreement between the Brevard County Board of County Commissioners and the City of Cocoa for authorization to reimburse \$199,814 to the City of Cocoa, a portion of construction costs for the new Dr. Joe Lee Smith Community Center.

Fiscal Impact:

\$199,814 from Central Area Recreation District 4 Maintenance Fund 1030 Cost Center 252010

Dept/Office:

Parks and Recreation

Requested Action:

It is requested that the Board of County Commissioners approve the Interlocal Agreement with the City of Cocoa and reimburse the City of Cocoa \$199,814 to assist with a portion of construction costs for the new Dr. Joe Lee Smith Community Center.

Summary Explanation and Background:

The Central Area Parks and Recreation fiscal year 2019/2021 budgeted \$250,000 to design and construct an outdoor kitchen at Travis Park. The City of Cocoa Interim City Manager, Matt Fuhrer, requested that \$200,000 of the \$250,000 be reallocated to assist with the cost of constructing the new Joe Lee Smith Community Center. As the Joe Lee Smith Center expense was not budgeted and due to the dollar amount being requested, staff is requesting Board of County Commissioners approve this Interlocal Agreement and reimbursement.

Clerk to the Board Instructions:

Please return fully executed and recorded agreement to Mary Ellen Donner, 321-633-2046.

Prepared by and Return to:

Anthony A. Garganese
City Attorney of Cocoa
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
(407) 425-9566

F.9
7/21/20

INTERLOCAL AGREEMENT

(Joe Lee Smith Center)

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this 21st day of July, 2020 ("**Effective Date**") between the **CITY OF COCOA**, a Florida municipal corporation ("**City**") and the **BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida ("**County**").

W I T N E S S E T H:

WHEREAS, the County and City desire to continue to cooperate in the provision of recreational services and facilities within the jurisdictional limits of the City in an efficient and economical manner for the joint use and benefit of the residents of the City and the County; and

WHEREAS, the County and the City have common power to provide recreational services and facilities for the benefit of the public; and

WHEREAS, Chapter 71-544 of the Laws of Florida established a Recreational Board to govern the Recreational District 4, which is authorized to impose a tax to not exceed nine tenths of one mil on taxable property within the District boundaries, encompassing the City and areas of the County, and for the purpose of providing and maintaining recreational facilities and programs; and

WHEREAS, the Recreational Board prepares a budget of expenditures, which shall be submitted to the Board of County Commissioners no later than August 1st of each year, and the Board of County Commissioners of Brevard County establishes a budget for the Recreation District 4 for the ensuing fiscal year, which determines the amount of the tax to be assessed for said year; and

WHEREAS, the County and the City previously entered into an Interlocal Agreement on April 29, 1986, for the purposes of joint provision of recreational facilities with Recreational District 4 funds, which expired on April 28, 2011, though the County and City have continued to cooperate in the provision of recreational services and facilities since its expiration; and

WHEREAS, the County and the City find that it is in the best interests of its citizens to construct improvements in association with the City's Dr. Joe Lee Smith Center project; and

WHEREAS, the City and the County desire to enter into this Interlocal Agreement for purposes of authorizing the reimbursement of \$199,814.00 to the City by the County for the construction and installation of certain Joe Lee Smith Center improvements; and

NOW, THEREFORE, in consideration of the covenants and agreement hereinafter set forth, to be kept and performed by both parties, the County and the City agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference as a material part of this Agreement.
2. **CONDITIONS PRECEDENT.** All rights, obligations and liabilities of the parties under this Agreement shall be subject to the satisfaction of each of the following conditions precedent:
 - 2.1 **Approval.** The approval of this Agreement by both the County's Board of County Commissioners and the City Council of the City of Cocoa.
 - 2.2 **Execution.** The complete execution of this Agreement by the Mayor of the City of Cocoa and the Chair of the Board of County Commissioners.
 - 2.3 **Recordation.** The filing of this Agreement with the Clerk of the Circuit Court in and for Brevard County, Florida, pursuant to Section 163.01(11), Florida Statutes.
3. **STATUTORY AUTHORITY.** This Agreement shall be considered an Agreement pursuant to Section 163.01, Florida Statutes. With respect to the City, this Agreement shall also be in furtherance of the Florida Municipal Home Rule Powers Act (s. 166.011, Florida Statutes, et. seq.).
4. **JOE LEE SMITH CENTER IMPROVEMENTS.**
 - 4.1 **Reimbursement for the Joe Lee Smith Center Improvements.** The County agrees to reimburse the City in the amount of \$199,814.00 for such construction and installation of the following Joe Lee Smith Center improvements (hereinafter "Improvements"):
 - Carpentry Improvements:** Rough Carpentry \$89,900.00, Frame and Hardi 6 Exterior Columns \$2,880.00, Lumber Package \$44,045.00, Wood Trusses \$32,539.00, and Cabinets \$20,050.00;
 - Thermal and Moisture Protection Improvements:** Dampproofing \$8,500.00;
 - Doors and Hardware Improvements:** Access Doors and Panels \$900.00 and Large Mirrors \$800.00; and
 - Equipment Improvements:** Wall Safe (OCI) \$200.00.

A copy of the "Application and Certificate for Payment" dated May 7, 2020, which identifies the Improvements and price per Improvement is attached hereto as

Exhibit A and is incorporated by this reference. Upon completion of the Improvements, the City shall submit to the County an invoice with supporting justification of expenses associated with the Improvements and upon receipt and approval of the County of the invoice, the County shall reimburse the City in the amount of \$199,814.00 consistent with the Florida Prompt Payment Act.

4.2 **Joe Lee Smith Center Operations.** Upon completion, the Joe Lee Smith Center shall remain open for public use consistent with Brevard County Parks and Recreation Procedures.

5. **MISCELLANEOUS TERMS AND CONDITIONS.**

5.1 **Governmental Disputes.** In the event of a conflict under this Agreement, the parties shall adhere to the procedures set forth in Chapter 164, Florida Statutes.

5.2 **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.

5.3 **Effective Date.** The effective date of this Agreement shall be the date that this Agreement is recorded in the Official Records of Brevard County, Florida pursuant to Section 2.3 of this Agreement.

5.4 **Indemnification.** To the extent permitted by law, the City agrees to indemnify and hold harmless the County from any and all liability and/or claims of any kind arising out of the City's own negligence associated with the construction of the Improvements. To the extent permitted by law, the County agrees to indemnify and hold harmless the City from any and all liability and/or claims of any kind arising out of the County's own negligence.

Neither party intends, and this Agreement shall not be construed, to waive sovereign immunity or the monetary limits, or the type of damages recoverable, under section 768.28, Florida Statutes, as that section may be amended from time to time.

5.5 **Governing Law, Venue and Attorney's Fees.** All questions pertaining to the validity and interpretations of this Agreement shall be determined in accordance with the Laws of the State of Florida. Venue shall be in Brevard County, Florida, and any trial shall be non-jury. In the event of any litigation between the Parties arising out of this Agreement, each Party will bear its own attorney's fees and costs.

- 5.6 Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be sent to the following:

County:

Brevard County Parks and Recreation
2725 Judge Fran Jamieson Way, Bldg. B, Suite 203
Viera, Florida 32940

City:

City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, Florida 32922

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year first above written.

CITY OF COCOA, FLORIDA

By:

Jake Williams, Jr.
JAKE WILLIAMS, Jr., Mayor

ATTEST:

By:

Carie Shealy for
CARIE SHEALY
City Clerk

Approved by the City Council on: July 8, 2020

Reviewed for legal form and content:

7/9/2020
(Assistant) County Attorney

BREVARD COUNTY BOARD OF COUNTY
COMMISSIONERS

By:

Bryan Andrew Lober
BRYAN ANDREW LOBER, Chair

ATTEST:

By:

Scott Ellis
SCOTT ELLIS, Clerk to Board of
County Commissioners

July 21, 2020

Approved by the Board of Commissioners on: _____

EXHIBIT A
APPLICATION AND CERTIFICATION FOR PAYMENT

EXHIBIT A

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side)

PAGE ONE OF 2 PAGES

TO OWNER: City of Cocoa
Accounting Division
63 Stone Street
Cocoa, Florida 32922

PROJECT: Dr. Joe Lee Smith Community Center
Cocoa, Florida

APPLICATION NO.: 12
PERIOD TO: April 30, 2020
P.O. No. 74150
Project No.

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM CONTRACTOR: W & J Construction Corporation
1005 Viera Blvd Ste 202, Rockledge, FL 32955

VIA ARCHITECT:

CONTRACT DATE: 1/25/2019

CONTRACT FOR: Design Phase - New Construction

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703 is attached.

1. ORIGINAL CONTRACT SUM	\$ 170,144.00
2. Net change by Change Orders	\$ 4,459,761.29
2a. Net change by Direct Purchase	\$ -
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 4,629,905.29
4. TOTAL COMPLETED & STORED TO DATE (Column Q on G703)	\$ 4,294,237.95
5. RETAINAGE: CONSTRUCTION PHASE	
a. 10% of Const. Completed Work (Column D + E on G703)	\$ 429,423.79
b. 10% of Stored Material (Column F on G703)	\$ -
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$ 429,423.79
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 3,864,814.16
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 3,386,636.81
8. CURRENT PAYMENT DUE	\$ 478,177.35
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 765,091.13

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 4,459,761.29	\$ -
Total approved this Month	\$ -	\$ -
TOTALS	\$ 4,459,761.29	\$ -
NET CHANGES by Change Order	\$ 4,459,761.29	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Chad Russell, Project Manager

Date: April 29, 2020.

State of Florida
County of: Brevard
Subscribed and sworn to before me this 29th day of April, 2020.

Notary Public: Jennifer Mele
My Commission Expires: 10/1/23



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for (initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified).)

ARCHITECT: TSARK ARCHITECTURE, LLC

By: [Signature] Date: 5.7.2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE FOR PAYMENT - 1992 EDITION - AIA - 1997 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5172 - WARNING: Unauthorized photocopying violates U.S. Copyright laws and will subject the violator to legal prosecution.

G702-1992

Application No: 12
Period To: April 30, 2020

DR JOE LEE SMITH COMMUNITY CENTER
P.O. #74150
Cocoa, Florida
Summary

Page 1 of 3

Item No.	Description of Work	Original Scheduled Value	Adjusted Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date	%	Balance to Finish	Reference
				From Previous Application	This Period					
DESIGN PHASE P.O. 74150										
1	ABC Design Services	100,000.00	100,000.00	100,000.00	-	-	100,000.00	100%	-	10,000.00
2	Early Site Demolition	32,257.00	32,257.00	32,257.00	-	-	32,257.00	100%	-	3,225.70
3	Excavation Control	6,960.00	6,960.00	6,960.00	-	-	6,960.00	100%	-	696.00
4	Tree Protection	1,200.00	1,200.00	1,200.00	-	-	1,200.00	100%	-	120.00
5	General Contractor Design Services	15,294.00	15,294.00	15,294.00	-	-	15,294.00	100%	-	1,529.40
6	General Bond Fees	14,463.00	14,463.00	14,463.00	-	-	14,463.00	100%	-	1,446.30
	Total Design Phase P.O. 74150	170,144.00	170,144.00	170,144.00	-	-	170,144.00	100%	-	17,014.40
CONSTRUCTION PHASE P.O.										
General Conditions										
1	General Conditions	267,021.00	(2,724.71)	264,305.29	222,017.78	20,423.61	243,441.39	92%	21,863.90	24,244.00
1a	Arch Construction Administration	15,200.00		15,200.00	12,768.00	1,174.54	13,942.54	92%	1,257.46	1,257.46
1b	Construction Administration	7,800.00		7,800.00	-	-	-	0%	7,800.00	-
2	Demolition	11,375.00		11,375.00	11,375.00	-	11,375.00	100%	-	1,137.50
3	Gravel Paving Concrete	233,920.00		233,920.00	233,920.00	-	233,920.00	100%	-	23,392.00
3a	- Retaining Wall Foundations	15,810.00		15,810.00	15,810.00	-	15,810.00	100%	-	1,581.00
3b	- Mechanical Pads	2,000.00		2,000.00	2,000.00	-	2,000.00	100%	-	200.00
4	Concrete Polishing	7,649.00		7,649.00	-	7,649.00	7,649.00	100%	-	764.90
5	Minor Building and Demolition	319,815.00		319,815.00	319,815.00	-	319,815.00	100%	-	31,981.50
5a	- Retaining Wall Removal	13,840.00		13,840.00	13,840.00	-	13,840.00	100%	-	1,384.00
6	Structural Steel	144,533.00		144,533.00	144,533.00	-	144,533.00	100%	-	14,453.30
7	Chimney	89,900.00		89,900.00	89,900.00	-	89,900.00	100%	-	8,990.00
7a	- Frame and Hand & Exterior Columns	2,880.00		2,880.00	2,880.00	-	2,880.00	100%	-	288.00
8	Roofing	44,045.00		44,045.00	44,045.00	-	44,045.00	100%	-	4,404.50
9	Wood Trusses	32,529.00		32,529.00	32,529.00	-	32,529.00	100%	-	3,252.90
10	Decking	20,050.00		20,050.00	-	20,050.00	20,050.00	100%	-	2,005.00
11	Thermal and Moisture Protection	7,000.00	2,110.00	10,162.00	10,162.00	-	10,162.00	100%	-	1,016.20
12	Exterior Insulation	5,900.00		5,900.00	5,900.00	-	5,900.00	100%	-	590.00
13	Roofs	143,178.00		143,178.00	143,178.00	-	143,178.00	100%	-	14,317.80
14	Roofing	149,738.00	(3,855.00)	145,883.00	145,883.00	-	145,883.00	100%	-	14,583.30
15	Roofs, Flashings, and Trims	41,618.00		41,618.00	41,618.00	4,161.80	41,618.00	100%	-	4,161.80
16	Joint Sealants	16,240.00	851.00	17,091.00	17,091.00	-	17,091.00	100%	-	1,709.10
16a	Demolition	8,500.00		8,500.00	8,500.00	-	8,500.00	100%	-	850.00
17	Doors, Frames, and Hardware	67,202.00		67,202.00	58,162.00	-	58,162.00	87%	9,040.00	9,018.20
18	Access Doors and Panels	900.00		900.00	900.00	-	900.00	100%	-	90.00
19	Roofing Counter Door (Aluminum)	2,997.00		2,997.00	-	-	-	0%	2,997.00	-
20	Aluminum Framed Entrance	87,612.00		87,612.00	87,612.00	-	87,612.00	100%	-	8,761.20
21	Access Doors	800.00		800.00	-	-	-	0%	800.00	-

DR JOE LEE SMITH COMMUNITY CENTER
P.O. #74150
Cocoa, Florida
Summary

Item No.	Description of Work	Original Scheduled Value	Adjusted Scheduled Value	Work Completed		Materials Previously Stored	Total Completed and Stored to Date	%	Balance to Finish	Retainage
				From Previous Application	This Period					
22	Phase 1									
23	Roofing Board and Framing	146,815.00	146,815.00	146,815.00	-		146,815.00	100%	-	14,681.50
24	Acoustic Ceiling	16,300.00	16,300.00	16,300.00	5,700.00		13,600.00	83%	7,445.00	1,895.00
25	Roofing and Tile	41,200.00	41,200.00	30,900.00	10,300.00		41,200.00	100%	-	4,120.00
26	Roofing Flashing	5,980.00	5,980.00	-	-		-	0%	5,980.00	-
27	Roofing Flashing for Gutter	54,750.00	54,750.00	54,750.00	-		54,750.00	100%	-	5,475.00
28	Roofing	36,900.00	36,900.00	36,900.00	5,535.00		36,900.00	100%	-	3,690.00
29	Roofing for Interior	800.00	800.00	-	-		-	0%	800.00	-
30	Roofing for Gutter - Allowance	30,000.00	30,000.00	-	-		-	0%	30,000.00	-
31	Roofing for Gutter	475.00	475.00	-	-		-	0%	475.00	-
32	Roofing for Gutter	7,650.00	7,650.00	-	7,650.00		7,650.00	100%	-	765.00
33	Roofing for Gutter and 2nd Floor	5,870.00	5,870.00	-	5,870.00		5,870.00	100%	-	587.00
34	Roofing for Gutter	735.00	735.00	-	735.00		735.00	100%	-	73.50
35	Roofing for Gutter and Cabinets	1,033.00	1,033.00	-	1,033.00		1,033.00	100%	-	103.30
36	Roofing for Gutter	25,499.00	25,499.00	-	25,499.00		25,499.00	100%	-	2,549.90
37	Roofing for Gutter	20,000.00	20,000.00	20,000.00	-		20,000.00	100%	-	2,000.00
38	Roofing for Gutter	28,000.00	28,000.00	28,000.00	-		28,000.00	100%	-	2,800.00
39	Roofing for Gutter	3,500.00	3,500.00	3,500.00	-		3,500.00	100%	-	350.00
40	Roofing for Gutter - Allowance	9,000.00	9,000.00	9,000.00	1,200.00		7,800.00	87%	1,200.00	120.00
41	Roofing for Gutter	200.00	200.00	200.00	0.01		200.00	100%	-	20.00
42	Roofing for Gutter	44,500.00	44,500.00	44,500.00	2,000.00		44,500.00	100%	-	4,450.00
43	Roofing for Gutter	143,490.00	143,490.00	143,490.00	33,670.00		143,490.00	100%	-	14,349.00
44	Roofing for Gutter	775,872.00	775,872.00	775,872.00	85,172.97		775,872.00	100%	-	77,587.20
45	Roofing for Gutter	323,827.20	323,827.20	323,827.20	25,092.14		323,827.20	99%	35,092.34	3,492.81
46	Roofing for Gutter	5,000.00	5,000.00	5,000.00	-		5,000.00	100%	-	500.00
47	Roofing for Gutter	10,000.00	10,000.00	10,000.00	-		10,000.00	100%	-	1,000.00
48	Roofing for Gutter	46,833.00	46,833.00	46,833.00	2,341.75		46,833.00	100%	-	4,683.30
49	Roofing for Gutter	3,800.00	3,800.00	3,800.00	-		3,800.00	100%	-	380.00
50	Roofing for Gutter	270,411.00	270,411.00	270,411.00	82,002.75		270,411.00	100%	-	27,041.10
51	Roofing for Gutter	24,600.00	24,600.00	24,600.00	7,399.00		24,600.00	100%	-	2,460.00
52	Roofing for Gutter	777.00	777.00	777.00	-		777.00	100%	-	77.70
53	Roofing for Gutter	5,349.00	5,349.00	5,349.00	800.00		5,349.00	100%	-	534.90
54	Roofing for Gutter	800.00	800.00	800.00	-		800.00	100%	-	80.00
55	Roofing for Gutter	614.00	614.00	614.00	-		614.00	100%	-	61.40
56	Roofing for Gutter	270,000.00	270,000.00	270,000.00	1,000.00		270,000.00	100%	-	27,000.00
57	Roofing for Gutter	41,045.24	41,045.24	41,045.24	-		41,045.24	100%	-	4,104.52
58	Roofing for Gutter	1,100.00	1,100.00	1,100.00	-		1,100.00	100%	-	110.00
59	Roofing for Gutter	1,205.49	1,205.49	1,205.49	-		1,205.49	100%	-	120.55

DR JOE LEE SMITH COMMUNITY CENTER
P.O. #74150
Cocoa, Florida
Summary

Item No.	Description of Work	Original Scheduled Value	Adjusted Scheduled Value	Work Completed			Materials Previously Stored	Total Completed and Stored to Date	%	Balance to Finish	Retainage
				From Previous Application	This Period						
	-POOL COR 08 - Remove/Reinforce Wall		4,840.00	4,840.00	4,840.00	-	-	4,840.00	100%	-	484.00
	-POOL COR 09 - New Fences for Pool		5,618.00	5,618.00	5,618.00	-	-	5,618.00	52%	4,818.00	481.80
	-POOL COR 10 - Add and Remove Pool Deck Edge		2,200.00	2,200.00	2,200.00	-	-	2,200.00	100%	-	220.00
	-POOL COR 11 - Plumbing		7,003.26	7,003.26	-	7,003.26	-	7,003.26	100%	-	700.33
30	Paint Pool Building to Match New	4,700.00	4,700.00	-	-	-	-	-	7%	4,700.00	-
31	Reinforce Decked Court	9,400.00	9,400.00	-	9,400.00	-	-	9,400.00	100%	-	840.00
32	Reinforced - Abutment	100,000.00	100,000.00	43,000.00	57,000.00	-	-	100,000.00	57%	3,000.00	9,900.00
33	Reinforce Pool Bathroom - Abutment	25,000.00	25,000.00	9,154.61	-	-	-	9,154.61	37%	15,845.39	915.46
	Reinforce - Construction Phase	2,910,304.00	2,910,304.00	2,910,304.00	458,727.39	-	-	2,910,304.00	82%	2,451,576.61	208,520.81
34	Reinforce Utility Insurance	20,400.00	20,400.00	20,400.00	20,400.00	-	-	20,400.00	100%	-	2,628.07
35	Reinforce Risk Insurance	14,454.00	14,454.00	14,454.00	14,454.00	-	-	14,454.00	100%	-	853.80
36	Reinforce	48,723.00	48,723.00	48,723.00	48,723.00	-	-	48,723.00	100%	-	4,652.25
37	Reinforce	130,000.00	130,000.00	130,000.00	130,000.00	-	-	130,000.00	100%	-	11,700.00
38	Reinforce	247,817.00	247,817.00	247,817.00	247,817.00	-	-	247,817.00	100%	-	2,858.63
39	Reinforce	17,748.00	17,748.00	17,748.00	17,748.00	-	-	17,748.00	100%	-	2,295.76
40	Reinforce	5,507.25	5,507.25	5,507.25	5,507.25	-	-	5,507.25	100%	-	1,721.80
41	Reinforce	7,728.00	7,728.00	7,728.00	7,728.00	-	-	7,728.00	100%	-	370.73
42	Reinforce	8,104.46	8,104.46	8,104.46	8,104.46	-	-	8,104.46	100%	-	773.80
43	Reinforce	9,145.46	9,145.46	9,145.46	9,145.46	-	-	9,145.46	100%	-	910.46
44	Reinforce	4,187.00	4,187.00	4,187.00	4,187.00	-	-	4,187.00	100%	-	514.19
45	Reinforce	1,092.90	1,092.90	1,092.90	1,092.90	-	-	1,092.90	100%	-	203.83
46	Reinforce	1,920.00	1,920.00	1,920.00	1,920.00	-	-	1,920.00	100%	-	86.15
47	Reinforce	9,793.00	9,793.00	9,793.00	9,793.00	-	-	9,793.00	100%	-	117.00
	SUBTOTAL CONSTRUCTION PHASE	4,379,869.00	4,379,869.00	4,379,869.00	4,379,869.00	-	-	4,379,869.00	83%	3,718,467.34	404,401.66
	Change Orders										
	Pool COR 01 - Roof Replacement	14,944.89	14,944.89	14,944.89	14,944.89	-	-	14,944.89	100%	-	1,494.48
	Pool COR 02 - Add Heater to Pool	23,611.94	23,611.94	23,611.94	23,611.94	-	-	23,611.94	100%	-	2,361.19
	Pool COR 03 - Doors and Frames at Pool House	19,085.50	19,085.50	19,085.50	19,085.50	-	-	19,085.50	100%	-	1,808.55
	Pool COR 04 - Recessed Ceiling and Paint Pool House	5,024.00	5,024.00	5,024.00	5,024.00	-	-	5,024.00	100%	-	492.41
	Pool COR 05 - Misc Dependency at Pool House	17,225.89	17,225.89	17,225.89	17,225.89	-	-	17,225.89	100%	-	1,722.59
	TOTAL CONSTRUCTION PHASE	4,439,761.28	4,439,761.28	4,439,761.28	4,439,761.28	-	-	4,439,761.28	83%	3,718,467.34	411,293.94
	TOTAL P.O. #74150	4,439,761.28	4,439,761.28	4,439,761.28	4,439,761.28	-	-	4,439,761.28	83%	3,718,467.34	411,293.94

**DR. JOE LEE SMITH
P.O. 74150
CONTINGENCY SUMMARY**

BT #	Contingency Items	Chg In Scope Items	Additional Fee	Vendor	Cost Code	Explanation	Line #
	130,000.00			Beginning Balance			
COR 01		(17,748.00)		Randall Electric	26 00 00	section below original scope	58
COR 02		(5,507.25)		Boyd Brothers	32 33 05	crane rental for pavilion move	60
COR 03		(7,738.00)		TrussWood	06 17 31	add mansard brusses	61
COR 04		(9,104.46)		Boyd Brothers	32 33 05	light pole removal	62
COR 04		5,500.00		Randall Electric	26 00 00	existing light pole demo in electrical sub	39
COR 05	(3,110.00)			Southern Foam	07 21 19	Insulation contract buyout	11
				92,292.29	Contingency Balance at 7/31/2019- Pay App #3		
				92,292.29	Contingency Balance at 8/31/2019- Pay App #4		
COR 06		(2,500.00)		Storagecraft	11 66 23	change bleacher configuration	34a
		(514.19)		City of Cocoa	01 41 26	permit fees paid	63
				89,278.10	Contingency Balance at 9/30/2019- Pay App #5		
COR 09		(1,500.00)		Storagecraft	11 66 23	protective padding for volleyball	34b
COR 09		(2,500.00)		Storagecraft	11 66 23	additional wall panels	34b
COR 10		(4,187.00)		Florida Flag and Pennant	10 75 00	add flag pole	64
COR 12		(33,515.62)		H42	23 00 00	Rev 5 changes	38
COR 13		(39,769.70)		Randall Electrical	26 00 00	Rev 5 changes	39
				7,805.78	Contingency Balance at 10/31/2019- Pay App #6		
				7,805.78	Contingency Balance at 11/30/2019- Pay App #7		
	49,200.00	3,885.00		G&G Roofing	07 25 01	change from premium to pro shingles	14
				Family Pools, Inc.	32 18 40	contract buyout	49
				60,890.78	Contingency Balance at 12/31/2019- Pay App #8		

**DR. JOE LEE SMITH
P.O. 74150
CONTINGENCY SUMMARY**

				60,890.78	Contingency Balance at 1/31/2020- Pay App #9	
	(47,488.00)			32 18 40	put pool contract buyout back in pool funds	49a
				13,402.78	Contingency Balance at 2/29/2020- Pay App #10	
				13,402.78	Contingency Balance at 3/31/2020- Pay App #11	
COR 14	(1,082.95)		Randall Electric	26 00 00	add wireless module for fire alarm	65
COR 15	(1,950.00)		Modern Media		add 2-way radio testing	66
COR 16	(9,783.00)		American Fence	32 31 00	add 6' chain link along west boundary	67
				586.83	Contingency Balance at 4/30/2020- Pay App #12	
	128,502.00	(128,015.17)	-	Subtotal		
	\$ 586.83			Current Contingency Balance		

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: City of Cocoa	
2. Fund/Account #:	3. Department Name: Parks & Recreation
4. Contract Description: Interlocal Agreement for the Dr. Joe Lee Smith Center	
5. Contract Monitor: Melissa Renninger	7. Contract Type:
6. Dept/Office Director: Mary Ellen Donner	INTERGOVT/LOCAL

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Adams, MistyS <small>Digitally signed by Adams, MistyS Date: 2020.07.13 09:06:28 -0400</small>	07/13/2020
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2020.07.13 10:44:14 -0400</small>	07/13/2020
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

INITIAL CONTRACT REVIEW AND APPROVAL FORM

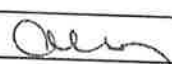
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SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input type="checkbox"/>	<input type="checkbox"/>		
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>		
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>		

SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Adams, MistyS <small>2020-07-13 10:28:28 AM</small>	7/13/2020
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>		
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>		7/15/2020

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
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"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

July 22, 2020

MEMORANDUM

TO: Mary Ellen Donner, Parks and Recreation Director

RE: Item F.9. Interlocal Agreement with City of Cocoa for Authorization of Reimbursement to the City of Cocoa for a Portion of Construction Costs for Dr. Joe Lee Smith Community Center

The Board of County Commissioners, in regular session on July 21, 2020, approved the Interlocal Agreement with the City of Cocoa, reimbursing the City \$199,814 to assist with a portion of construction costs for the new Dr. Joe Lee Smith Community Center. Enclosed are two executed Agreements.

Upon the recordation of the Interlocal Agreement, please return the recorded Interlocal Agreement to this office for inclusion of the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Denna Scott
for: Kimberly Powell, Deputy Clerk

/ds

Encls. (2)

cc: Contracts Administration
Finance
Budget