



Meeting Agenda
Thursday, June 20, 2024

7:00 PM

REGULAR

Cocoa Beach Country Club - 5000 Tom Warriner Boulevard, Cocoa Beach, 32931

WELCOME

Meeting re-broadcasts on: Spectrum - Channel 499 and www.cityofcocoabeach.com.
Meeting Video Archives: www.cityofcocoabeach.com

Packets: Packets are on the City's website (www.cityofcocoabeach.com) and at Commission meetings

Rules of Order: Robert's Rules of Order and the Florida Sunshine Law govern the conduct of our meeting

Speaking Courtesy Rules:

- The Commission accepts relevant comments.
- A time limit of three minutes is imposed on each speaker. If speaking for a group, the Commission may grant an additional three minutes
- Please direct comments and questions through the Mayor
- Complete speaker cards are required for each of the items you wish to address. Submit the card to the City Clerk prior to the introduction of the item. Speaker Cards are available in the rear of the Commission Room and in the City Clerk's office prior to the meeting. The purpose of the card is to obtain the spelling of your name, contact information if follow-up is needed, and provide for efficient meeting administration
- Upon being recognized by the Mayor, please approach the dais, state your name and address, and speak into the microphone

Approval Of Order Of Business:

Note: Members of the public, Commission and Staff may remove items from the Consent Agendas, if they wish to discuss them. Requests for removal need to be made known to the City Commission under the Approval of the Order of Business, at the beginning of the meeting

Appealing a Decision:

Any person desiring to appeal any decision made by the City Commission, with respect

to any matter considered at such meeting or hearing, will need a record of the proceedings and for such purposes must ensure that a verbatim record and transcript of the proceeding is made in a form acceptable for official court proceedings, which record includes the testimony and evidence upon which the appeal is to be based. It shall be the responsibility of the person desiring to appeal any decision to prepare a verbatim record and transcript at his/her own expense as the City does not provide one

American with Disabilities Act:

ATTN: PERSONS WITH DISABILITIES. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing special accommodations to participate in this proceeding shall, at least forty-eight (48) hours prior to the meeting, contact the Office of the City Clerk at (321) 868-3286; Florida Relay Service (800) 955-8771 (TDD); or (800) 955-8770 (Voice) or 711.

THANK YOU for participating in your Cocoa Beach City Government.

A. MEETING CALLED TO ORDER

1. Pledge of Allegiance
2. Invocation by Troy Stanley, Pastor, First Christian Church of Cocoa Beach
3. Roll Call

B. APPROVAL OF THE AGENDA

(Note: Members of the public, Commission and Staff may remove items from the Consent Agendas if they wish to discuss them. Requests for removal need to be made known to the City Commission under the Approval of the Order of Business, at the beginning of the meeting.)

C. PUBLIC COMMENTS

Comments will be heard on items that do not appear on the agenda of this meeting. Citizens will limit their comments to three (3) minutes. Per Commission Procedures, the City Commission will not take any action or discuss items brought up under the "Public Comment" section of the agenda. The City Commission may schedule such items as regular agenda items and act upon them in the future.

D. STAFF REPORTS AND ANNOUNCEMENTS

E. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

F. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

G. CONSENT AGENDA

1. Approve the following Meeting Minutes: May 16, 2024, and June 06, 2024
Staff Representative: City Clerk
Recommendation: Approve

2. Adopt Resolution No 2024-11 - A Resolution of the City Commission of the City of Cocoa Beach, Florida, calling for the November 5, 2024, election and authorizing the City Clerk to proceed with all phases of the election process. Resolution No. 2024-11 calls for the election of:
Mayor Seat 1, Currently filled by Mayor Capizzi; this seat will have a four-year term.
Commission Seat 2, currently filled by Commissioner Josuha Jackson will have a four-year term; and
Commission Seat 3, currently filled by Commissioner Karalyn Woulas; this seat has a four-year term;
Candidate Qualifying Week is Noon, August 5, 2024 to Noon, August 9, 2024.
Representative: Karin Grooms, City Clerk
Recommendation: Approve
3. Confirm the following Commission meeting changes:
July 4th, 2024 - Cancel Regular Meeting
Staff Representative: Wayne Carragino, City Manager
Recommendation: Approve
4. Approve a piggyback contract agreement with Analytical & Diagnostic to perform improvements on the Maritime Hammock Preserve Alum Injection System. ARPA funds have been previously approved for these improvements.
Staff Representative: Morgan Zuhlke, Stormwater Utility Manager
Recommendation: Approve
5. Approve the Brevard County Save Our Indian River Lagoon (SOIRL) grants in the amount of \$62,079.
Staff Representative: Morgan Zuhlke, Stormwater Utility Manager
Recommendation: Approve
6. Adopt Resolution 2024-13; A Resolution of the City Commission of the City of Cocoa Beach, Florida, establishing the auditor selection committee to assist in selecting an auditor to conduct the annual financial audit; and providing for an effective date.
Staff Representative: Patrisha Draycott, Chief Financial Officer/Assistant City Manager
Recommendation: Approve
7. Authorize staff to enter into Mutual Aid Agreement through FlaWARN (Florida Water/Wastewater Agency Response Network) A formalized mutual aid response network/consortium of utilities willing to provide critical resources to member utilities during man-made or natural disasters.
Staff Representative: Brad Kalsow, Water Reclamation Direction
Recommendation: Approve
8. Approve the Memorandum Of Understanding (MOU) between the School Board of Brevard County and the City of Cocoa Beach for School Resource Officer (SRO) services. This one-year MOU aligns with the MOU between the

School Board of Brevard County and the Brevard County Sherriff's Office for the 2024-25 school year. For the 2024-25 school year, the School Board of Brevard County will reimburse the City \$72,000 per SRO for law enforcement services, which includes a portion of the salary, benefits, and associated costs, for up to the assigned two (2) SRO(s), and for a total not to exceed \$144,000.00. This is a budgeted item.

Representatives: Wes Mullins, Interim Police Chief; Wayne Carragino, City Manager

Recommendation: Approve

H. ITEMS REMOVED FROM THE CONSENT AGENDA

I. GENERAL PUBLIC COMMENT

(Only if not accommodated in the 30-minute Public Comment period earlier)

J. ADJOURNMENT

CITY OF COCOA BEACH, FLORIDA
CITY COMMISSION
COCOA BEACH COUNTRY CLUB - 5000 TOM WARRINER BOULEVARD, COCOA
BEACH, 32931
MINUTES
May 16, 2024

A. MEETING CALLED TO ORDER

Mayor Capizzi called the meeting to order at 7:00 PM.

1. Pledge of Allegiance
2. Invocation by Troy Stanley, Pastor, First Christian Church of Cocoa Beach
3. Roll Call

Commission Members Present:

Commissioner Joshua Jackson
Commissioner Skip Williams
Commissioner Karalyn Woulas
Vice-Mayor Jeremy Hutcherson
Mayor Keith Capizzi

Administrative Members Present:

City Attorney Becky Vose
City Manager Wayne Carragino
City Clerk Karin Grooms
Chief Financial Officer/ Assistant City Manager Patrisha Draycott
Development Services Director Randy Stevenson
Staff Engineer, Morgan Zuhlke
Project Manager, Scott Maxim
Major Joe Versaggi
Deputy Human Resources Director, Jessica Hope
Human Resources Director, Cindy DePina
Human Resources Executive Specialist, Bruce Colkitt
Deputy CFO Joann Clark
Project/Grant Coordinator and CRA Admin. Devan Pritts
Fire Chief Ryan Duckworth
Leisure Services Director, Laird McLean
Information Technology Director, Kevin Perez
Information Technology Manager, Ron Munns
Information Technology System Analysis, Tristan Takacs
Information Technology System Tech 1, Nate Guruwatte
Information Technology System Tech 2, Mike Ledesma
Information Technology Support Coordinator , Lauren Domenech

B. APPROVAL OF THE AGENDA

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MOTION BY HUTCHERSON / WILLIAMS

I MOVE TO APPROVE WITH H2 PULLED FROM CONSENT
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

C. SPECIAL PRESENTATIONS

1. Supervisor of Elections Voter Information Presentation
Supervisor of Elections Representative: Tim Bobanic
Staff Representative: Wayne Carragino, City Manager

Mr. Tim Bobanic, the Supervisor of Elections (SOE) for Brevard County, requested to come and discuss the 2024 election for the city. He thanked his staff for working at the Cocoa Beach High School all day promoting a program called "Your Vote Your Voice".

Mr. Bobanic discussed the young voters in the 18-25 age bracket and the need to encourage the youth to vote. As of May 16th, Cocoa Beach's statistics for voters were: 9,149 registered voters. The city has three polling locations. However, precinct 215's location has changed due to Our Saviour no longer wishing to be a polling location. The new location will be Riverside.

Mr. Bobanic commended Cocoa Beach as the city always has a high turnout for general elections. Mentioned that Cocoa Beach had a 70% turnout during the 2020 election compared to the County at 58%.

Noted the dates of the election dates. August 20th primary election. Early voting for the primary will be August 10 - 17 with the closest location for the city would be Kiwanis on Merritt Island. Mentioned that during early voting a voter can vote at any open voting location. He discussed the mail ballots and when they would be sent out for the election. Mr. Bobanic mentioned to the commission and residents that there was a change regarding the mail-in ballot system. He noted the security measures and what was included from the Supervisor side of the election. Explained how to obtain and register for a mail-in ballot. Spoke more on the security of the election from their side of the election. Mr. Bobanic noted that they have 155 days of active election days.

Mentioned the dates of ballots and what is expected from the Supervisor of Elections. The information provided by Mr. Bobanic included Florida Law that allows the SOE to start counting as early as 25 days before the election. Other states cannot do so, like Florida. He mentioned that Brevard County in the 2022 election had over 95,000 ballots, and there were two pages, so there were 180,000 sheets of paper. Appreciated the ability to start counting early as they would not have had the result until days after the election.

He discussed the general election of November 5th with it being a presidential election. He spoke about the early voting dates being October 21 - November 2nd. Mentioned he added 5 days to accommodate early voters due to the large turnout; approximately 85% turnout. Mr. Bobanic stated that not only do Presidential Elections drive candidate

turnout, but so do local elections. He spoke on council elections and how these seats affect daily day lives. The decisions that are made for the residents are the local races. Mr. Bobanic discussed the need to vote on every ballot. He discussed the need for sample ballots and explained how every voter would receive a sample ballot before the general election. Thus giving voters the ability to research the amendments. He discussed the ways to vote on Election Day. Mr. Bobanic continued to discuss election integrity and noted the 2020 election. He confirmed that Brevard County did a 100% audit and the county did an outstanding job and had no issues.

Mayor Capizzi inquired about Mr. Bobanic's history as the Supervisor of Election. Mr. Bobanic gave a brief history of being appointed by Governor DeSantis, and he gave a brief description of his career. He noted that he worked as the Information Technology Director for the former Supervisor of Election, Lori Scott. He also noted his history in other locations and administrative aspects of elections for approximately 15 years. Mr. Wayne Carragino, City Manager, inquired from Mr. Bobanic about his run for re-election. Mr. Bobanic confirmed his re-election bid. Mayor Capizzi inquired about a learning curve for someone who hasn't done this. Mr. Bobanic spoke about the experience and it is a Presidential election. He also spoke on the challenges one faces learning the election laws and the need to have experience handling elections.

2. Presentation of the 2024 Community Sustainability Award
Staff Representative: Wayne Carragino, City Manager

Commissioner Woulas presented the 2024 Community Sustainability Award to Ms. Kelly Lienke and the Tiny Turtle restaurant. Commissioner Woulas acknowledged all the practices that had been implemented by Ms. Lienke with small changes make a big impact.

Ms. Lienke thanked everyone for the nomination. She gave a history of The Tiny Turtle. She noted she did nominate herself due to being in business for 10 years. Growing into a full-service restaurant. She spoke about sustainability. She expressed her desire to change the industry by changing the footprint that's left behind. But she was also honored by the Surfriders Association with their nomination for this award as well.

D. PUBLIC COMMENTS

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Ms. Casey Haun (Spelling), spoke about vacation rentals near her home. She spoke about not being aware of the rules and regulations of vacation rentals. She requested that the city make the finding of the rules and regulations on the website easier to find. She is concerned some rules and regulations are too hard to enforce. And some of the regulations don't apply to her neighborhood as the zone she is located in. Requested that the commission impose the same regulations in her district as well as the other.

She noted she spoke about the different cities and their regulations. Spoke to the City of Cape Canaveral. She expressed her concerns and frustrations about the vacation rental situation.

Commissioner Williams mentioned the city is unable to make money from vacation rentals and only able to recoup funds spent on regulating them. The commissioner inquired from Mr. Randy Stevenson, Director of Development Services about the operations of running a business and what is required. It was confirmed a BTR is required for any business regardless of the zone they are located in. Mr. Stevenson also noted that they are aware of the vacation rental situations in other zones, and it is being addressed. He also explained why the current ordinance is in place. Commissioner Williams requested to see if the city could go to the doors of the vacation rentals and knock on the doors and Mr. Stevenson noted they are already doing so.

Commissioner Williams requested the City Attorney, Becky Vose, and Mr. Stevenson to work together to do the economic impact study and update the rules extending the vacation rental ordinance to the town center.

Mayor Capizzi noted a section of the area that has businesses and a residential strip and noted it would only work if the ordinance is extended.

Vice-Mayor Hutcherson noted the second approach with the BTR.

Per the discussion among the commission noted BTR will not fix the issue, the ordinance will need to be extended.

Mr. Sal Bo (Spelling) inquired about any new ordinances on beach businesses or any changes.

Mayor Capizzi noted there was no change as of this moment. The City Manager, Mr. Wayne Carragino noted they are currently working on the agreements. Mayor Capizzi requested that he reach out to the city for more details on the beach rentals.

E. STAFF REPORTS AND ANNOUNCEMENTS

Mr. Wayne Carragino, City Manager, discussed wanting to honor an employee at every meeting. Mr. Carragino honored Joann Clark from the Finance Department. Mr. Carragino spoke on her achievements and daily duties as the Deputy CFO.

F. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

The City Attorney had no reports.

G. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

Commissioner Williams spoke on the upcoming events regarding the Boat Races. He noted the street party and reminded residents that the streets would be blocked.

Vice-Mayor Hutcherson spoke on his recent ride along with the Police Department. He spoke about the events that occurred during his ride-along.

Commissioner Williams noted his ride along during New Year's Eve.

Mayor Capizzi noted he would do the ride-along as well.

H. CONSENT AGENDA

MOTION BY WILLIAMS/WOULAS

I MOVE TO APPROVE THE CONSENT AGENDA WITH ITEM H2 PULLED
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

1. Approve Meeting Minutes from April 18th, 2024.
Staff Representative: City Clerk
Recommendation: Approval
2. Approve \$955,000 APRA funds for Stormwater and Fire Department
Staff Representative: Patrisha Draycott, CFO
Recommendation: Approval
3. Approve changes to the City's Investment Policy
Staff Representative: Patrisha Draycott, CFO/Assistant City Manager
Recommendation: Approval
4. Geosyntec Task Order 7 for CBGOLF Muck Capping Project
Staff Representative: Wayne Carragino, City Manager
Recommendation: Approval
5. Approve Member Appointment to the **Police and Fire Pension Board:**
Appoint Dan Avodasio as a regular member for a term to expire April 1, 2026,
Commissioner Skip Williams (Seat 4)
Appoint A.J. Anderson as a regular member for a term to expire April 1, 2026,
Commissioner Karalyn Woulas (Seat 3)
Representative: City Commission
Recommendation: Approve Appointment
6. Confirm the following meeting:
July 2nd, 2024 - 6:00 PM FY 25 Budget Workshop
Staff Representative: Patrisha Draycott, CFO/Assistant City Manager
Recommendation: Confirm

I. ITEMS REMOVED FROM THE CONSENT AGENDA

The City Attorney read item H2.

MOTION BY HUTCHERSON/WILLIAMS

I MOVE TO APPROVE AS READ

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Commissioner Hutcherson expressed his concern with the usage of APRA funds that is being used for unbudgeted items that were not considered a priority, now being a priority. Wanted to bring it forward to the commission's attention and think about putting it towards debt.

Ms. Patrisha Draycott, CFO/Assistant City Manager, acknowledges Commission Hutcherson's concerns but noted that a decision to use the remaining APRA funds must be made. She mentioned reaching out to the U.S. Treasury to get an understanding of

whether the funds needed to be obligated to the project by the end of the calendar or if they must be used by the end of the calendar year. Staff is looking at the projects in the CIP and bringing forward the projects that need to be done, such as the stormwater rate study. This needs to be completed as the study has not been completed and needs to be done. She noted the concerns.

Commissioner Williams noted his experience with government obligations. The funds are taxpayers dollars and the funds are not free.

Commissioner Woulas spoke about other infrastructure that needed to be worked on and the lobbyist. Ms. Draycott spoke about slip-lining in areas, but this will help.

Commissioner Woulas noted it helps contribute to issues in the city.

Staff Engineer, Morgan Zuhke, explained what was done and what will be completed moving forward. Commissioner Woulas spoke about all the projects that needed to be worked on. Ms. Draycott explained the needed maintenance.

Mr. Tim Tumulty spoke about the history of the new buildings, and how the buildings kept being pushed back. Therefore, missing opportunities that could be able to be used.

J. UNFINISHED BUSINESS

1. Approve the request by Wayne Carragino to continue in his current position of City Manager.

Staff Representative: Wayne Carragino

Recommendation: Approve

MOTION BY WILLIAMS/JACKSON

I MOVE TO APPROVE WAYNE CARRAGINO AS CITY MANAGER AND APPROVE THE SAME PERCENTAGE RAISE WITH THE EMPLOYEES

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Vice-Mayor Hutcherson was inquiring about the previous City Manager and how is this different. Commissioner Williams explained the process and raised the same as the staff.

Mayor Capizzi noted working with Mr. Carragino and noted the point of moving efficiency. He expressed how he is up to the task. Noted the accountability for the residents. Noted items being seen within the City.

Commissioner Woulas noted he took over and the conditions appreciated his efforts.

Vice-Mayor Hutcherson noted his team approach and the young talent and team approach.

Commissioner Jackson commended Mr. Carragino on his leadership.

K. NEW BUSINESS

1. Permission to proceed with a Request for Qualifications (RFQ) for the 19th Hole Restaurant/Auditorium Operations and Management at the Cocoa Beach Country Club

Staff Representative: Devan Taly,

Recommendation: Approval

MOTION BY WILLIAMS/JACKSON

I MOVE TO APPROVE

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Mr. Tim Tumulty noted he was neutral on the RFQ for the 19th Hole. He noted various service and operational concerns currently with the restaurant. He highlighted his concerns about being short-staffed and noted there are no job postings for employment. Mr. Tumulty also discussed funds related to the restaurant and expressed concern for the profitability and financial sustainability of a private business.

Mayor Capizzi noted that a government entity will never run a business better than a private business. The private sector will have a better incentive to do better. The mayor noted that anyone interested in this would keep the staff. He noted the spending of funds on a business. It's something to see if we can do this.

Commissioner Williams mentioned it's only an RFQ, and it's to see what the responses are.

Ms. Maryland Grisbe (or possibly a different spelling) represented the Cocoa Beach Women's Club and inquired about the use of the facility, mentioning that the current contract extends through 2027.

The City Attorney will look into that.

2. Discuss the property 3570 Ocean Beach Blvd. and the potential future usage of the property as ADA Beach Park.

Commissioner Representative: Skip Williams, Commissioner

Recommendations: Discuss

MOTION BY HUTCHERSON/JACKSON

I MOVE TO DISCUSS

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Commissioner Williams noted the site on Ocean Beach Blvd. that used to be government property. He discussed the property and the history of it. Commissioner Williams requested to send a letter asking the government to move forward with obtaining the property. He also is asking to include the conceptual plan ADA Beach Park. He explained what the park would entail from start to finish. He noted this would be his project and would be held accountable for this project. Commissioner Williams noted there could be grant opportunities, ADA opportunities and it could be a plus for tourism as well as TDC funds for that as well. He is asking to inquire from the government about acquiring the property.

Commissioner Jackson concurred with Commissioner Williams.

Vice-Mayor Hutcherson inquired about the process of obtaining the property and who would like to obtain it.

Mayor Capizzi expressed support for the idea but raised concerns due to the city's other important projects. Emphasized the need for the city to acquire the property. Mentioned concerns about the park not being fully ADA-compliant, suggested converting some spots to regular parking while still keeping ADA-compliant features and proposed

making it a permit-only park to prevent tourists from using it. Commissioner Williams noted that making it a permit-only park might limit grant opportunities. The commission deliberated on the potential usage and concept of the property. The commission agreed to allow Commissioner Williams to proceed with pursuing the property.

L. GENERAL PUBLIC COMMENT

(Only if not accommodated in the 30-minute Public Comment period earlier)

M. ADJOURNMENT

The meeting was adjourned at 8:30 pm.

Karin Grooms, MPA, CMC
City Clerk

Keith Capizzi,
Mayor-Commissioner

CITY OF COCOA BEACH, FLORIDA
CITY COMMISSION
MINUTES
June 6, 2024

A. MEETING CALLED TO ORDER

Mayor Capizzi called the meeting to order at 7:00 PM.

1. Pledge of Allegiance
2. Invocation by Derek Howell, Pastor, The Pointe Church
3. Roll Call

B. APPROVAL OF THE AGENDA

(Note: Members of the public, Commission and Staff may remove items from the Consent Agendas if they wish to discuss them. Requests for removal need to be made known to the City Commission under the Approval of the Order of Business, at the beginning of the meeting.)

MOTION BY HUTCHERSON/JACKSON

I MOVE TO APPROVE

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

C. PUBLIC COMMENTS

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Mr. Mike Johnson discussed the increased planning and zoning changes. He expressed concern for projects and discussed the history of Surf Dr. Mr. Johnson requested the commission to place time limits on projects.

Mr. Rick Anderson expressed not being in favor of the Boat Races and he gave his reasoning. Also noted he read an article about other cities using a text 911 system for emergencies and suggested the city look into. Mr. Anderson also discussed having bicycle trails connecting the south end to the north end. He gave directions on how it would work. Spoke on Area 142 and ongoing issues.

Mayor Capizzi agreed with Mr. Anderson and already spoke to the City Manager regarding bike trails. Vice-Mayor Hutcherson liked the north/south corridor for bike trails.

Commissioner Williams reminded the commission that these types of projects are to be cleared through FDOT. He spoke about the history of the sidewalks. He did note that if they had an idea, he would bring it up at the next Space Coast Transportation Planning meeting and get it on the list.

CITY OF COCOA BEACH, FLORIDA
CITY COMMISSION
MINUTES
June 6, 2024

The Mayor requested that this get on the list as soon as possible.

Commissioner Jackson inquired about not doing this on A1A. They discussed grants and funding. Commissioner Williams explained city roads versus state roads.

Mayor Capizzi commented on Area 142. Noted the owner is aware of the language and is working with the city.

Commissioner Williams requested the City Attorney to look into the text 911 system for potential future implementation.

Mayor Capizzi inquired about non-emergency texting. A discussion about the difference between 911 and the non-emergency line.

Mr. Tony Jevitt requested the Commission create 4-lane and 2-lane roadways along Ocean Beach Blvd. Spoke on a gator at Ramp Rd. Mr. Jevitt also requested to volunteer as the city historian.

Commissioner Williams referenced the lane expansions and explained the eminent domain.

D. STAFF REPORTS AND ANNOUNCEMENTS

Mr. Wayne Carragino, City Manager, honored Brad Kalsow, Water Reclamation Director. Mr. Carragino spoke Mr. Kalsow's achievements including grants received and noted his crew in the audience. Mr. Kalsow thanked the City Manager and Commission for the award. He honored his staff and gave his staff credit for the operations of the plant.

E. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

The City Attorney has no reports.

F. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

Vice Mayor Hutcherson commended the Water Reclamation team for coming out and supporting Mr. Kalsow. Vice-Mayor Hutcherson spoke about a flash mob potentially showing up at the pier and commended the teamwork on the 24-hour turnaround.

Mr. Carragino gave a special thanks to Chief Mullins. The vice-mayor commended the staff on teamwork and working together. He also mentioned the second coming of the space industry.

Commissioner Williams referred to the potential event that occurred over the weekend. Commissioner Williams requested the City Manager to create a list for those who worked the event to receive an additional 8 hours of PTO for working the event. He asked for a consensus from the City Commission regarding giving the staff the PTO. The commission agreed.

Commissioner Williams spoke on hurricane season and discussed the importance of being prepared.

Commissioner Jackson recognized staff and the City Attorney for the many hours that were worked during the potential event. He thanked all that was part of the situation. He inquired about an opt-out of HB 7073 / SB102?

CITY OF COCOA BEACH, FLORIDA
CITY COMMISSION
MINUTES
June 6, 2024

Ms. Becky Vose, City Attorney, noted this was the affordable housing bill. She explained the obligations required in the bill and that the city does not have surplus property.

Mayor Capizzi discussed the potential situation and mentioned working with Wayne and Wes. He mentioned the professionalism and the thoroughness of the staff. He also thanked the City Attorney.

G. CONSENT AGENDA

CITY ATTORNEY READ THE CONSENT AGENDA
MOTION BY WOULAS/JACKSON
I MOVE TO APPROVE THE CONSENT AGENDA;
VOICE VOTE ON THE MOTION

1. Approve Commercial Visual Improvement Program Grant for Juice N Java Cafe located at 75 N Orlando Ave that was previously approved by the CRA Board on 06/06/2024 meeting.
Staff Representative: Devan Pritts, Project/Grant Coordinator & CRA Administrator
Recommendation: Approve
2. Approve Commercial Visual Improvement Program Grant for Cocoa Beach Office Condominium Association that was previously approved by the CRA Board on 06/06/2024.
Staff Representative: Devan Pritts, Project/Grant Coordinator & CRA Administrator
Recommendation: Approve
3. Adopt Resolution 2024-10 relating to the Florida Department of Environmental Protection Clean Water State Revolving Fund Loan Program; Making findings; Authorizing the loan application; Authorizing the loan agreement; Designating an authorized representative; Providing assurances; Providing for conflicts, Severability, and an effective date.
Staff Representative: Brad Kalsow, Water Reclamation Director
Recommendation: Adopt
4. Adopt Resolution 2024-09 relating to the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF), Adoption of the Wastewater Facility Plan for implementation of a sewer inflow and infiltration abatement program.
Staff Representative: Brad Kalsow, Water Reclamation Director
Recommendation: Adopt
5. Approve Continuing Services Contracts For Minor Construction Projects for

CITY OF COCOA BEACH, FLORIDA
CITY COMMISSION
MINUTES
June 6, 2024

Bid CB 24-004.

Representative: Scott Maxim, Project Manager

Recommendation: Approve

H. ITEMS REMOVED FROM THE CONSENT AGENDA

I. NEW BUSINESS

1. Approve the purchase of a 6" Trailer Mounted Solids Handling Sound Attenuated Vacuum-Assisted Bypass Pump from Thompson Pump & Manufacturing Co., Inc in the amount of \$88,396 utilizing the Florida Sheriffs Association Cooperative Purchasing Program Contract Package Item #317. This is a budgeted item.
Staff Representative: Brad Kalsow, Water Reclamation Director
Recommendation: Approve

CITY ATTORNEY READ ITEM I1.
MOTION BY WOULAS/WILLIAMS
I MOVE TO APPROVE AS READ
VOICE VOTE ON THE MOTION

Commissioner Williams went back to the weekend events and thanked Sheriff Wayne Ivey for the combined efforts with the Police Department.

2. Adopt Ordinance 1691, First Reading, An Ordinance of the City of Cocoa Beach, Florida, related to the vacation of a portion of McNabb Parkway right-of-way, approximately sixty feet long by three feet wide more particularly described herein; making findings; and providing for conflicts, severability, non-codification, and effective date. - added 06.05.24
Staff Representative: Randy Stevenson, Director of Development Services
Recommendation: Adopt on First Reading

CITY ATTORNEY READ ITEM I2.
MOTION BY WILLIAMS/HUTCHERSON
I MOVE TO APPROVE AS READ.
VOICE VOTE ON THE MOTION

Mayor Capizzi inquired about the voting requirements for this item. Ms. Vose noted that the final reading would need to pass 5-0 but for this reading could be a 3/2.

Commissioner Williams explained the situation regarding the current property and why this is being asked. He did note that the homeowner has used this property for the past 50 years.

Mayor Capizzi inquired if the commission objected to the request.

Commissioner Jackson noted he was in support. However, he would like to express why the city is doing this.

Mayor Capizzi noted where the location is and how the city will never use the property

CITY OF COCOA BEACH, FLORIDA
CITY COMMISSION
MINUTES
June 6, 2024

as it's a small strip of land on a dead roadway.

Vice-Mayor Hutcherson wanted to clarify what was occurring and spoke on the map being shown regarding the location. Clearing up the perception of the situation.

Commissioner Williams spoke about McNabb Parkway and gave the history of the expectations of the roadway when it was first completed. He suggested the Commission table the ordinance if they don't want to pass it and do a site visit and bring it back after looking at the site.

J. GENERAL PUBLIC COMMENT

(Only if not accommodated in the 30-minute Public Comment period earlier)

K. ADJOURNMENT

The meeting was adjourned at 7:41 pm.

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Clerk /
Karin Grooms, City Clerk

MEETING DATE

June 20, 2024

REQUESTED MOTION/ACTION

Adopt Resolution No 2024-11 - A Resolution of the City Commission of the City of Cocoa Beach, Florida, calling for the November 5, 2024, election and authorizing the City Clerk to proceed with all phases of the election process.

Resolution No. 2024-11 calls for the election of:

Mayor Seat 1, Currently filled by Mayor Capizzi; this seat will have a four-year term.

Commission Seat 2, currently filled by Commissioner Josuha Jackson will have a four-year term; and

Commission Seat 3, currently filled by Commissioner Karalyn Woulas; this seat has a four-year term;

Candidate Qualifying Week is Noon, August 5, 2024 to Noon, August 9, 2024.

Representative: Karin Grooms, City Clerk

Recommendation: Approve

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

The Election is a budgeted item.

BACKGROUND:

Resolution No. 2024-11 calls for the November 5, 2024, General Election and authorizes the City Clerk to proceed with all phases of the election process.

- General Election is scheduled for: November 5, 2024
- Ballot Content: Seat 1 (Mayor Capizzi); Seat 2 (Commissioner Jackson); Seat 3 (Commissioner Woulas); and a possible referendum
- City Candidate Qualifying Period is: Noon – August 5, 2024, to Noon – August 9, 2024
- **Referendum Deadline is: Noon - August 12, 2022 (no later than August 22, 2022 submit to Brevard Supervisor of Elections)**
- Estimated Cost of Election: \$2,000
- Registration Books Close: **October 11, 2022**
- Polls are Open on November 5, 2024: 7 a.m. to 7 p.m.

RESOLUTION NO 2024-11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, CALLING FOR THE NOVEMBER 5, 2024, ELECTION AND AUTHORIZING THE CITY CLERK TO PROCEED WITH ALL PHASES OF THE ELECTION PROCESS.

WHEREAS, in accordance with the Charter and Ordinances of the City of Cocoa Beach, a General Election is scheduled for November 5, 2024, for the purpose of an election of:

- Mayor Seat 1 (currently filled by Mayor Keith Capizzi) four-year term; and
- Commissioner Seat 2 (currently filled by Commissioner Joshua Jackson) four-year term, and
- Commissioner Seat 3 (currently filled by Commissioner Karalyn Woulas) four-year term.

WHEREAS, the Candidate Qualifying Period is scheduled for August 5 to August 9, 2024, Noon to Noon.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Cocoa Beach, Florida, as follows:

Section 1. The City of Cocoa Beach has scheduled an Election to be held on Tuesday, November 5, 2024.

Section 2. The City Clerk is hereby authorized to proceed with all phases of the election process, including coordination with the Supervisor of Elections to place the ballot before the City's voters.

Upon **Motion** by Commissioner _____ and Seconded by Commissioner _____ this Resolution was duly adopted at a Regular Meeting of the City Commission of the City of Cocoa Beach, Florida, held on the _____ day of _____, 2024.

Ayes: _____
Nays: _____
Absent or Abstaining: _____

Keith Capizzi
Mayor-Commissioner

ATTEST:

Karin Grooms
City Clerk

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Clerk /

MEETING DATE

June 20, 2024

REQUESTED MOTION/ACTION

Confirm the following Commission meeting changes:

July 4th, 2024 - Cancel Regular Meeting

Staff Representative: Wayne Carragino, City Manager

Recommendation: Approve

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Public Works /
Morgan Zuhlke, Staff Engineer

MEETING DATE

June 20, 2024

REQUESTED MOTION/ACTION

Approve a piggyback contract agreement with Analytical & Diagnostic to perform improvements on the Maritime Hammock Preserve Alum Injection System. ARPA funds have been previously approved for these improvements.

Staff Representative: Morgan Zuhlke, Stormwater Utility Manager

Recommendation: Approve

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Commission approved \$20,000 ARPA funds for the improvements of the Maritime Hammock Preserve Alum Injection System on May 16, 2024.

BACKGROUND:

The Maritime Hammock Preserve Alum Injection System treats the first flush of stormwater from 128 acres of the surrounding area. This system is currently not operating and needs improvements. Since this pond is connected to the Banana River, these improvements will benefit the River. This will include weekly monitoring of the system. Piggyback on Orange County's contract with Analytical & Diagnostic Services, LLC.

Commission approved \$20,000 ARPA funds for the improvements of the Maritime Hammock Preserve Alum Injection System on May 16, 2024.

CITY OF COCOA BEACH
AGREEMENT TO PIGGYBACK SERVICES

THIS AGREEMENT TO PIGGYBACK SERVICES is made and entered into this _____ day of _____, 2024, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the (“City”), and ANALYTICAL & DIAGNOSTIC SERVICES, LLC, a corporation authorized to do business in Florida (“Contractor”), concerning that certain contract with ORANGE COUNTY, a political subdivision of the State of Florida (“Orange Contract”).

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, On or around November 18, 2022, Orange County advertised a solicitation titled Request for Quote Y23-116-CD (“RFQ”) for certain services, which is incorporated herein reference; and

WHEREAS, Orange thereafter awarded the solicitation to Contractor based on the terms and conditions set forth in the RFQ, effective on or around December 20, 2022, as amended from time to time, which is incorporated herein reference. The initial term of the Orange Contract began on January 15, 2023 and continues for one (1) year until January 14, 2024 and may be extended four (4) additional one (1) year terms upon mutual consent of the parties; and

WHEREAS, the services provided by Contractor are needed by the City of Cocoa Beach; therefore, the City desires to enter into an agreement with the Contractor pursuant to the same terms of the Orange Contract except as amended herein; and

WHEREAS, the Orange Contract was competitively bid with procedural guarantees of fairness and competitiveness substantially equivalent to those of the City of Cocoa Beach; 2) The City of Cocoa Beach and Contractor authorize the “piggyback” on the competitive pricing of their Contract; and 3) it is in the best interest of the residents of the City of Cocoa Beach to enter into an agreement with Contractor containing similar terms and conditions as contained the Orange Contract; and

WHEREAS, the parties hereby agree and consent to “piggyback” on the rates/prices and terms and conditions in Orange Contract including, all attachments, addenda, unit prices, and all other applicable documents except as otherwise provided herein.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Incorporation by Reference. The foregoing WHEREAS clauses are incorporated by reference.

2. Amendments. In the event of a conflict between the terms of the Orange Contract and terms of this Agreement to “piggyback”, the terms of this Agreement to “piggyback” shall prevail. This Agreement to “piggyback” services hereby amends and supplements the terms of the Orange Contract by the following:

(a) The City of Cocoa Beach and its equivalent staff and address shall be substituted for Orange County and its staff and addresses, as may be required in the awarded Orange Contract.

(b) The scope of work and quote for services is contained in **Exhibit “A”** which is attached hereto and made a part hereof.

(c) The term of contract shall be same as the Orange County contract or a three (3) year term with two (2) one (1) year renewals upon written agreement, whichever is longer.

3. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall

destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **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 AT:**

**CITY HALL
P.O. BOX 322430
COCOA BEACH, FL 32932-2430.
321-868-3286,
CITYCLERK@CITYOFCOCOABEACH.COM**

4. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Orange County Circuit Court on an expedited basis to enforce the requirements of this section.

5. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Orange County Contract shall not be construed as a waiver of City's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by Orange County in the Orange County Contract in derogation hereof shall be void and of no force or effect.

6. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

7. E-Verify Compliance. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

8. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Orange County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

10. Attorneys' Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.

11. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on the date first above written.

THE CITY OF COCOA BEACH

By: _____
Mayor Keith Capizzi, Chairperson- Cocoa Beach City Council

Attested By: _____
Karin Grooms, CMC- City Clerk

Date Signed by the City: _____

ANALYTICAL & DIAGNOSTIC SERVICES, LLC

By: _____
D. Wyndell Kirkland, P.E., Owner/Managing Member

Attested By: Michele M. Kirkland, MICHELE M. KIRKLAND ADM. ASST.
(Signature, Printed Name, Title)

Date Signed by the Contractor: 05/30/24

Approved for Legal Form and Content by:

Gretchen R.H. Vose
City Attorney

EXHIBIT A

QUOTE RESPONSE FORM RFQ #Y23-116-CD

The Contractor shall provide all labor and other resources necessary to provide the goods and/or equipment in strict accordance with the specifications defined in this solicitation for the amounts specified in this Quote Response Form, inclusive of overhead, profit and any other costs.

ITEM NO.	DESCRIPTION	ANNUAL QUANTITY	X	UNIT PRICE	= TOTAL QUOTE
1	Weekly Inspection	21	X	\$ 290 /ea	\$ 6090
2	Semi-annual System Inspection	1	X	\$ 500 /ea	\$ 500
3	Annual Maintenance	1	X	\$ 1500 /ea	\$ 1500
4	System Troubleshooting and Adjustment Labor Rate	80	X	\$ 65 /hrs	\$ 5200
5	Emergency Labor Rate	10	X	\$ 75 /hrs	\$ 750
6	Weir Board Removal and Replace		X	\$ /ea	\$
7	Parts/Materials Actual Cost with percent mark-up or mark-down on the actual cost (3rd party documentation required). <i>Calculate as follows: Example: If the mark-up is 10% your calculation should be \$1,000 + 10% = \$1,100 OR If the mark-down is 10% your calculation should be \$1,000 - 10% = \$900</i>		X	15 % ☒ Markup ☐ Mark Down	\$ 2000
TOTAL ESTIMATED ANNUAL OFFER (1 through 7)					\$16040

ANALYTICAL & DIAGNOSTIC SERVICES, LLC
Company Name

MAY 20, 2024 to SEPT 30, 2024

QUOTE RESPONSE FORM
RFQ #Y23-116-CD

The Contractor shall provide all labor and other resources necessary to provide the goods and/or equipment in strict accordance with the specifications defined in this solicitation for the amounts specified in this Quote Response Form, inclusive of overhead, profit and any other costs.

ITEM NO.	DESCRIPTION	ANNUAL QUANTITY	X	UNIT PRICE	= TOTAL QUOTE
1	Weekly Inspection	52	X	\$ 290 /ea	\$ 15080
2	Semi-annual System Inspection	2	X	\$ 500 /ea	\$ 1000
3	Annual Maintenance	1	X	\$ 1500 /ea	\$ 1500
4	System Troubleshooting and Adjustment Labor Rate	110	X	\$ 65 /hrs	\$ 7150
5	Emergency Labor Rate	30	X	\$ 75 /hrs	\$ 2250
6	Weir Board Removal and Replace		X	\$ /ea	\$
7	Parts/Materials Actual Cost with percent mark-up or mark-down on the actual cost (3rd party documentation required). <i>Calculate as follows: Example: If the mark-up is 10% your calculation should be \$1,000 + 10% = \$1,100 OR If the mark-down is 10% your calculation should be \$1,000 - 10% = \$900</i>		X	15 % ☒ Markup ☐ Mark Down	\$ 4000
TOTAL ESTIMATED ANNUAL OFFER (1 through 7)					\$30980

ANALYTICAL & DIAGNOSTIC SERVICES, LLC
Company Name

FULL YEAR 2024-2025

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Public Works /
Morgan Zuhlke, Staff Engineer

MEETING DATE

June 20, 2024

REQUESTED MOTION/ACTION

Approve the Brevard County Save Our Indian River Lagoon (SOIRL) grants in the amount of \$62,079.

Staff Representative: Morgan Zuhlke, Stormwater Utility Manager

Recommendation: Approve

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

1. Maritime Hammock Preserve Floating Vegetative Islands - budgeted FY24
2. Cocoa Beach Golf Course Floating Vegetative Islands - budgeting for FY25
3. Ramp Road Park - Stormwater Improvements - design underway FY24 and construction budgeting FY25 and FY26

BACKGROUND:

Received the Brevard Country SOIRL notice of decision for three projects within the City of Cocoa Beach.

1. Maritime Hammock Preserve Floating Vegetative Islands grant amount \$8,500 - The City completed aquatic vegetation harvesting at this site in 2022 and has since found it necessary to install floating vegetative islands to increase nutrient removal capacity of the pond. The floating vegetative islands will help compete with invasive vegetation that tends to grow in wet detention ponds and that may enter the lagoon.
2. Cocoa Beach Golf Course Floating Vegetative Islands grant amount \$36,810 - The City will be harvesting aquatic vegetation from all 19 stormwater ponds located on the golf course. The addition of floating vegetative islands after aquatic vegetation harvesting will ensure increased nutrient removal capacity of the ponds. The floating vegetative islands will help compete with invasive vegetation that tends to grow in wet detention ponds and that may enter the lagoon.
3. Ramp Road Park Stormwater Improvements grant amount \$16,769 - The original the stormwater runoff system was designed to allow water to percolate into the soil through porous concrete. However, the porous concrete has become clogged, allowing runoff to flow directly into the Banana River. The project aims to address this issue by modifying a nearby pond. The modifications include the installation of side bank filters, floating vegetated islands, and a modified weir structure to increase the treatment capacity of the pond. The stormwater runoff from Ramp Road Park will be rerouted into this pond to undergo improved

treatment.



**Natural Resources Management Department
Save Our Indian River Lagoon Program**

2725 Judge Fran Jamieson Way
Building A, Room 219
Viera, Florida 32940

BOARD OF COUNTY COMMISSIONERS

NOTICE OF DECISION

DATE: April 10, 2024

TO: All Respondents of Approved Project Funding Applications
Save Our Indian River Lagoon Program, 2024 - Project Funding Proposals

FROM: Terri Breeden, Environmental Section Supervisor

SUBJECT: Notice of Decision

As a result of the Save Our Indian River Lagoon Program 2024 - Project Funding Proposals, the Citizen Oversight Committee recommended, and the Board of County Commissioners approved the following projects:

Agreement Number	Project Name	Eligible Approved Cost-Share
254	Maritime Hammock Preserve Floating Vegetative Islands	\$8,500
255	Hamilton Ave Baffle Box	\$350,000
256	C-10 Water Management Area	\$10,460,100
257	Riverview Park Baffle Box	\$308,091
258	Cocoa Beach Golf Course Floating Vegetative Islands	\$36,810
259	Ramp Road Park - Stormwater Improvements	\$16,769
260	Mims Rim Ditch Muck Removal Project	\$10,077,414
261	Mims Rim Ditch Interstitial Water Treatment	\$1,784,135
262	Shore View Lane Dredging	\$44,918
153	Cocoa Zone C	\$3,960,150
136	Micco Zone B	\$10,069,652
147	Sykes Creek Zone R	\$7,827,120
148	North Merritt Island Zone E	\$5,104,711
151	Merritt Island Zone G	\$11,784,164

More information can be found on the [Save Our Indian River Lagoon](#) home page.

Attached to this email please find a template of the Interlocal Agreement for your reference, as well as Attachments A-F. To execute the contract please fill in Attachments A and E. Once completed, return Attachment A and E to Aleah at Aleah.Ataman@BrevardFL.gov and she will circulate the Interlocal Agreement for Brevard County signatures. You will then receive two signed contracts, one to keep for your records and one to sign and return to Brevard County.

If you have any questions or comments, please contact me by phone or email below.

Sincerely,

Terri Breeden

Environmental Section Supervisor

Save Our Indian River Lagoon Program

Brevard County Natural Resources Mgmt. Dept.

2725 Judge Fran Jamieson Way, Bldg. A-219

Viera, FL 32940

321-633-2016 Ext. 58407 (office)

terri.breeden@brevardfl.gov

<https://www.brevardfl.gov/SaveOurLagoon/Home>

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Finance /
PATRISHA DRAYCOTT, CFO

MEETING DATE

June 20, 2024

REQUESTED MOTION/ACTION

Adopt Resolution 2024-13; A Resolution of the City Commission of the City of Cocoa Beach, Florida, establishing the auditor selection committee to assist in selecting an auditor to conduct the annual financial audit; and providing for an effective date.
Staff Representative: Patrisha Draycott, Chief Financial Officer/Assistant City Manager
Recommendation: Approve
Staff Representative:
Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

In accordance with Chapter 15-2019 Florida Statutes, the City of Cocoa Beach Commission adopted Resolution(s) No. 2020-08 & 2021-01 which established an Auditor Selection Committee and updated the process timeline for the Committee to assist the City in selecting an auditor to conduct annual audits. Established milestones required the Committee to rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services soon after the current contract for audit services which was terminated on May 14, 2024.

Auditor Selection Committee Members

Mayor Keith Capizzi, Chair ----- Becky Vose -----Charles Holland

The Auditor Selection Committee has completed its ranking of auditing firms most qualified to perform the City's annual audit for the next five years. Request for Proposal (RFP) CB 24-008 which will be advertised and posted to the City web site and Demand Star on June 23, 2024.

RESOLUTION NO. 2024-13

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, ESTABLISHING THE AUDITOR SELECTION COMMITTEE TO ASSIST IN SELECTING AN AUDITOR TO CONDUCT THE ANNUAL FINANCIAL AUDIT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 2019 legislation, adopted Senate Bill No. 7014, relating to amendments to the Act relating to government accountability, changes reflected in Chapter 2019-15; and

WHEREAS, Chapter 2019-15 requires that the City of Cocoa Beach establish an Auditor Selection Committee consisting of at least three members, of which one members must be a City Commissioner who shall serve as the Chair of the Committee and no City employees can serve as members; and

WHEREAS, the primary purpose of the Auditor Selection Committee is to assist the City Commission in selecting an auditor to conduct the annual audit as required by Florida Statutes section 218.39; and

WHEREAS, the Auditor Committee may also serve in other audit oversight purposes as determined by the City Commission; and

WHEREAS, the current City contract for audit services with Carr, Riggs, & Ingram as been terminated by the City on May 14, 2024.

NOW, THEREFORE, BE IT ORDAINED BY: the City Commission of the City of Cocoa Beach, Florida:

SECTION 1: The above recitals are true and correct and by this reference are hereby incorporated, and made an integral part herein.

SECTION 2: The City of Cocoa Beach Commission hereby establishes the Auditor Selection Committee to assist the City in selecting an auditor to conduct annual audits, and whose term shall end upon recommendation of an audit firm to the City Commission.

SECTION 3: The Auditor Selection Committee milestones are as follows:

- a) Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under Chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Such factors shall include, but are not limited to, ability of personnel, experience, ability to furnish the required services, and such other factors as may be determined by the committee to be applicable to is particular requirement
- b) Publicly announce requests for proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration.
- c) Provide interested firms with a request for proposal. The request for proposal shall include information on how proposals are to be evaluated and such other information the committee determines is necessary for the firm to prepare a proposal.
- d) Evaluate proposals provided by qualified firms. If compensation is one of the factors established pursuant to paragraph (a), it shall not be the sole or predominant factor used to evaluate proposals.

RESOLUTION NO. 2024-13

- e) Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to paragraph (a) If a fewer than three firms respond to the request for proposal, the committee shall recommend such firms as it deems to be the most highly qualified.

The proposed schedule to meet the milestones is as follows:

EVENT	PROPOSED DATE
Establish Request for Proposal (RFP) factors	June 23, 2024
Advertise & Issue RFP	June 23, 2024
Non- Mandatory Pre-Proposal Meeting	July 3, 2024
Last date for receipt of written questions	July 12, 2024
Final Addendum issued to answer questions (if applicable)	July 16, 2024
Proposal due date (Bid Opening)	July 26, 2024
Evaluation of Proposals to shortlist firms	August 2, 2024
Oral Presentations from shortlisted firms	August 8, 2024
Audit Selection Committee Meeting for Ranking and Recommendation	August 8, 2024
Notice of Recommendation	August 15, 2024
Commission Approval for City Manager to Negotiate a contract with selected firm	August 15, 2024

SECTION 4: This Resolution becomes effective upon adoption.

Upon Motion by Commissioner _____ and seconded by Commissioner _____, this Resolution 2024 _____ was duly adopted at a Regular Meeting of the City Commission of the City of Cocoa Beach, Florida, held on the _____ day of _____, 2024.

Ayes: _____
Nays: _____
Absent or Abstaining: _____

Keith Capizzi,
Mayor-Commissioner

ATTEST:

Karin Grooms, MMC
City Clerk

REQUEST FOR PROPOSAL

CB 24-008



AUDIT SERVICES

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 24-008
AUDIT SERVICES**

TABLE OF CONTENTS

GENERAL	3
CITY'S RIGHTS	3
PROPOSER INSTRUCTIONS - GENERAL	4
PROPOSER SUBMISSIONS - SPECIFIC ITEMS TO BE ADDRESSED	6
PROJECT COORDINATOR,INQUIRIES & LOBBYING RESTRICTIONS	10
SCHEDULE OF EVENTS	11
NON - MANDATORY PRE – BID MEETING	12
ORAL PRESENTATIONS	12
CONTRACT AGREEMENTS	12
WITHDRAWAL OF PROPOSAL	13
PROPOSAL PREPARATION EXPENSE	13
QUALIFICATION OF BIDDERS	13
DISCLOSURE AND OWNERSHIP OF DOCUMENTS STATEMENT	14
INSURANCE & LICENSES	15
EXHIBIT A – SCOPE OF SERVICES	16
EXHIBIT B – PRICING	25
EXHIBIT B – PROFESSIONAL FEES & EXPENSES	26
EXHIBIT B – ANNUAL SUMMARY SCHEDULE	27
EXHIBIT C – SELECTION CRITERIA	28
EXHIBIT D – PRESENTATION EVALUATION FORM	29
EXHIBIT E – PROJECT FORM & CERTIFICATION	30
EXHIBIT F – DRUG – FREE WORKPLACE CERTIFICATION	33
EXHIBIT G – FLORIDA PUBLIC ENTITY CRIME LAW	34
EXHIBIT H – SAMPLE CONTRACT WITH EXHIBITS/ADDENDUM	36

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 24-008

AUDIT SERVICES

GENERAL

The City of Cocoa Beach (CITY) is issuing a Request for Proposal (RFP) for providing auditing services for the CITY.

The CITY reserves the right to accept or reject any and all proposals or any part of any proposal and to waive any informality concerning the proposals when such rejection or waiver is deemed to be in the best interest of the City of Cocoa Beach. The requirements contained herein apply to all offers made to the City of Cocoa Beach by all prospective Proposers and include, but are not limited to, Request for Quotes, Request for Proposal and Invitation to Bid (IFB). As such, the words "bid" and "proposal" are interchangeable in reference to all offers submitted by prospective Proposers.

Proposals are being solicited from qualified firms. Proposals must be submitted in accordance with guidelines presented in this Request for Proposal (RFP) and must, at a minimum, include the scope of services outlined.

CITY'S RIGHTS

The CITY'S rights include, but are not limited to, the following:

- Issuing addenda to the request for proposal, including extending or revising the timeline for submittals.
- Withdrawing, reissuing or modifying the RFP package.
- Requesting clarification and/or additional information from any Proposer at any point in the procurement process.
- Executing an Agreement with a Proposer on the basis of the original proposals and/or any other information submitted by the Proposers at any time during the procurement process, including, but not limited to any term, extension, or renewal of the Agreement.
- Rejecting any or all proposals, waiving irregularities in any proposals, accepting or rejecting all or any part of any proposals, waiving any requirements of the request for proposal package, as may be deemed solely by the CITY to be in the best interest of the CITY.
- Accepting a proposal that may not offer the lowest cost but offers the best overall proposal based on the company's qualifications, technical proposal, financial strength, willingness to accept contractual terms as well as its cost proposal.
- Discontinuing its negotiations after commencing negotiations with a selected Proposer, if progress is unsatisfactory in the sole judgment of the CITY and commencing discussions with another qualified Proposer.
- The Auditor Selection Committee may, at its discretion, request (or not) firms to make oral presentations. Not all firms may be asked to make such presentations.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 24-008

AUDIT SERVICES

PROPOSAL INSTRUCTIONS - GENERAL

The Proposer is directed to deliver sealed proposals to the City Clerk's Office, City of Cocoa Beach, 1600 Minutemen Causeway, Cocoa Beach, Florida, 32931 **until Friday, July 26 at 2:30 P.M.** Local Time. All proposals shall be confidential pursuant to Florida Statutes, Chapter 119, entitled Public Records, Paragraph 119.07. All Proposers and their representatives are invited to attend. **The Proposal must show the Proposer's name, bid number, bid name, time and date of the bid opening on the outside of the sealed bid package.** Delivery of the sealed proposals to the City Clerk's Office on or before the above date is solely and strictly the responsibility of the Proposer. **Late proposals will be returned unopened to the Proposer.** The Chief Financial Officer (CFO) or designee will be the official authority for determining late bids. The CITY reserves the right to waive any irregularity or informality in the bids received, to determine, in its sole discretion, whether or not informality is minor, to reject or accept any or all bids and to select the winner based on criteria which serves the best interest of the City of Cocoa Beach.

- A. It is the Proposer's responsibility to read and understand the requirements of this solicitation of proposal. Proposers are required to state exactly what they intend to furnish to the CITY via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with all conditions identified in this proposal. The Proposer shall submit **one (1) ORIGINAL and four (4) copies of the proposal, with a flash/jump drive containing one file in PDF format of the hard copy of the proposal exactly as submitted).** Pricing is to be submitted in a separate, sealed envelope.
- B. The ORIGINAL proposal must be manually and duly signed in ink by a Corporate Officer, Principal, or Partner with the authority to bind the bidding company or firm by his/her signature. All quotations must be typewritten or filled in with pen and ink. The Proposer must initial proposals having erasures or corrections in ink.
- C. All prices, terms and conditions quoted in the submitted bid will be firm for acceptance for ninety (90) days from the date of the bid opening unless otherwise stated by the CITY.
- D. Should any interested Proposer find any part of the specifications, terms, and conditions to be discrepant, incomplete, or questionable in any respect, it shall be the responsibility of the concerned Proposer to call such matters to the attention of the CITY immediately upon receipt of the Request for Proposal.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 24-008

AUDIT SERVICES

PROPOSAL INSTRUCTIONS -GENERAL

All proposals must be typed and presented in an organized fashion. All corrections to the proposals must be initialed. The Proposer's name shall appear on each page of the proposal. All proposals shall contain a table of contents. Each lettered item below should be a separate section of the submittal. Please submit all information as outlined below. Failure to submit all information may result in a lowered evaluation score. The CITY at its discretion may reject proposals that are substantially incomplete or lack key information. Submittals shall be limited to forty (40) pages. The page count excludes the cover, proposal form and certification form(s), introduction (cover letter), table of contents, section dividers and sample documents requested. The Proposals shall be concise and straightforward in describing the Proposer's experience and capabilities. Emphasis should be placed on completeness and clarity. In your proposal, please provide responses to the following:

- A. **Project Form and Certification:** Complete the form enclosed as **Exhibit E** and return in the submittal immediately following the cover page and before the cover letter. Proposals without the manual signature of an authorized agent of the Proposer shall be deemed non-responsive and ineligible for award.
- B. **Introduction:** This section will contain a cover letter no longer than two (2) pages, signed by an authorized representative of the Proposer.
- C. **Table of Contents**
- D. **Firm/Proposer Information:** Briefly describe the Proposer's organization and philosophy and, in addition, include the following information:
 - 1. Experience record showing the bidder's training and experience in similar work.
 - 2. List of similar projects completed with location, dates of contracts, and references. The projects shall include at least one engagement that is similar in size and work to the requirements specified herein. The references shall include the name, title, address, and phone number of the contact individual. Past performance with the City of Cocoa Beach will be considered.
 - 3. Identify the Project Team and a list of personnel to be assigned to this project with resumes stating qualifications and experience with similar projects.
- E. **Proposal Approach:** State your understanding of the Scope of Services as outlined in **Exhibit A** and the Proposer's recommended methodology to fulfill the project goal(s).
- F. **Work Product, Schedule and Fees:** This section shall include information regarding the anticipated type and date of deliverables necessary to meet the Proposal Approach presented by the Proposer. The fees proposed shall include all charges that may be anticipated in fulfilling the terms of this contract.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 24-008

AUDIT SERVICES

PROPOSAL SUBMISSIONS –SPECIFIC ITEMS TO BE ADDRESSED

Provide a statement setting forth the Proposer's understanding of the work to be done and a positive commitment to perform the work within the specified time period.

Provide a statement as to whether the firm is local, regional, or national. The firm must have been established in Florida and performed continuous CPA services for a minimum of five (5) years. The firm must be a member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants.

- Provide an affirmative statement that the Proposer and all assigned key professional staff are properly licensed to practice in Florida.
- Describe the size of the firm, the number of offices, the number of partners and professionals, and the size of the governmental audit staff.
- Indicate the number of government clients, the types of governments served and the types of engagements for the firm.
- Describe the firm's approach to continuing professional education with particular attention to continuing professional education related to government sector engagements. Specifically indicate if your firm holds seminars and offers CPE to clients at no charge. If so, indicate approximate times (i.e. month) and locations held in a typical year. (Note: this requirement is mandatory).
- Describe the firm's approach to the peer review process and provide a report of the most recent peer review. Indicate whether that peer review included a review of local government client activities.
- Describe any disciplinary actions that have been instituted or proposed against the firm during the last three years and any pending disciplinary matters of which the firm is aware with state regulatory bodies, or professional organizations.
- Describe the results of any state or federal reviews of the firm's government client audit work during the past three (3) years and describe any pending reviews of which the firm is aware.
- Describe any instance that the firm withdrew from an engagement prior to the agreed contract expiration date.
- Provide an affirmative statement that the firm is independent of the CITY as defined by generally accepted auditing standards (mandatory).
- Provide a copy of the firm's latest peer review.

CITY OF COCOA BEACH REQUEST FOR PROPOSAL CB 24-008 AUDIT SERVICES

PROPOSAL SUBMISSIONS –SPECIFIC ITEMS TO BE ADDRESSED (Continued)

Indicate the location of the firm's primary office that will staff the City of Cocoa Beach engagement, the number of partners and professionals in the office, the number of governmental auditing staff. The CITY places a high priority on the timely completion of the audit; therefore, submitting firms should demonstrate adequate staffing capability.

- A. Indicate the partner-in-charge and professional staff that will be assigned to the City of Cocoa Beach audit.
- B. For each person named above, provide as part of your proposal a resume which includes the following information:
 - 1. Formal education
 - 2. Supplemental education relative to governmental accounting and auditing,
 - 3. Experience in government, governmental accounting and in the private sector.
 - 4. Experience in auditing governmental units specifying governmental clients served, the type of engagement and the capacity served.
 - 5. Membership in various national and state governmental accounting boards, committees, or associations (past and present).
 - 6. Professional designations (e.g. Certified Public Accountant (CPA) license), and other awards.
 - 7. Active and meaningful participation in the local chapters of such organizations, such as service as an officer or as a guest speaker.

Describe your assigned staff's experience in preparing governmental financial statements and in providing assistance in obtaining the Certificate of Achievement for the ACFR.

List the most significant engagements (maximum of 5) performed in the last five years with Florida governmental clients for which your assigned staff has provided audit services similar to the engagement described herein. Include the principal client contact name, title, e-mail address, and telephone and fax numbers.

Describe the circumstances that would result in staffing changes. The firm may replace any staff assigned to the CITY'S engagement provided that replacements have substantially the same or better qualifications or experience. The CITY retains the right to approve or reject replacements.

CITY OF COCOA BEACH REQUEST FOR PROPOSAL CB 24-008 AUDIT SERVICES

PROPOSAL SUBMISSIONS –SPECIFIC ITEMS TO BE ADDRESSED (Continued)

Describe the overall approach that the firm would take in this audit engagement, addressing the following areas:

- Describe the type and extent of analytical procedures to be used in the engagement, specifically the extent to which statistical sampling is to be used in the engagement.
- Describe the approach that would be taken in auditing computer related activities.
- Describe how the audit engagement would be segmented and indicate the number of hours that would be devoted to each segment.
- Describe the approach to be taken to gain and document an understanding of the CITY'S internal control structure.
- Describe the approach to be taken in determining laws and regulations that will be subject to audit test work.
- Describe the approach to be taken in drawing audit samples for purposes of tests of compliance.
- Describe cost-effective audit techniques that may be anticipated or recommended for this engagement.
- Describe the interim and final examination techniques to be used in the engagement.
- Describe the assistance that could be provided in meeting the requirements of the Certificate of Achievement for Excellence in Financial Reporting. Describe the approach that the firm would take to ensure that the timetable would be met. Provide a timetable for completion of the work to include camera ready copy of the ACFR delivered no later than two weeks prior to the scheduled ACFR presentation to the Commission each year of the engagement.
- Describe the process that the firm will take to produce a meaningful Management Letter. Include a recent Management Letter developed in connection with local government audits.
- Provide specific assurances that the firm and each individual staff member assigned to the engagement are free from personal or external impairments to independence and are organizationally independent and will maintain an independent attitude and appearance.

CITY OF COCOA BEACH REQUEST FOR PROPOSAL CB 24-008 AUDIT SERVICES

PROPOSAL SUBMISSIONS –SPECIFIC ITEMS TO BE ADDRESSED (Continued)

The Proposer should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the CITY.

Provide a summary of any litigation filed against the Proposer in the past three (3) years which is related to the services that the Proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.

If the firm has no litigation meeting the above criteria, provide an affirmative statement to that effect.

Provide a financial statement, annual report, or other similar evidence of the Proposer's financial stability.

Any additional information which the Proposer considers pertinent for consideration should be included in the proposal.

NOTE:

Some items mentioned in the Proposal Submission above are also mentioned in **Exhibit A** as required deliverables. This duplication is intentional and is intended to emphasize key elements to be addressed.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 24-008

AUDIT SERVICES

PROJECT COORDINATOR, INQUIRIES & LOBBYING RESTRICTIONS

Respondents will examine all documents included in this Request for Proposal (RFP) carefully and shall make a written request to the CITY'S authorized representative for interpretation or correction of any ambiguity, inconsistency, or error herein. The CITY will not respond to oral inquiries. Proposers may submit written, (e-mailed) inquiries regarding this RFP to the **Project Coordinator**.

Any interpretation or correction will be issued as an Addendum by the CITY. Only a written interpretation or correction by Addendum shall be binding. All written addenda will be issued through the CITY'S website at www.cityofcocoa.beach.com. It shall be the responsibility of the Proposer, prior to submitting their proposal, to determine if addenda were issued, acknowledging same, and incorporating them into their proposal.

Respondents are cautioned against relying upon any interpretation or correction given by any other method. All requests for interpretation, correction or other inquiries concerning the request for proposal process and/or the subject of this request for proposals must be made in writing to the Project Coordinator:

Patrisha Draycott
Assistant City Manager/Chief Financial Officer
pdraycott@cityofcocoa.beach.com
321-868-3369

All prospective proposers are hereby instructed NOT to contact any member of the Auditor Selection Committee, City of Cocoa Beach Commission, City Manager, City Clerk, City Attorney or any other City of Cocoa Beach staff member other than the Project Coordinator identified in this Solicitation, or their designated staff member, regarding this solicitation package, or their submittal package, CITY'S Intent to Award, or CITY'S Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of the Proposer's submittal.

CLARIFICATIONS OF THE PROPOSAL

The Proposer shall examine all bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. **Any inquiries, suggestions or requests concerning clarification or solicitation for additional information shall be submitted to the Project Coordinator.** See paragraph above for contact information. Written or oral responses, as deemed appropriate, will be provided. The CITY shall not be responsible for interpretations given by any other CITY employee or representatives.

COLLUSION

By affixing its signature to this proposal, the Proposer certifies that its proposal is made without any previous understanding, agreement, or connection with either any previous firms or corporations offering a Bid for the same items, or with the CITY. The Proposer also certifies that its bid is in all respects fair and without outside control, collusion, fraud, or otherwise illegal action.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 24-008

AUDIT SERVICES

SCHEDULE OF EVENTS

The Schedule as listed below is the CITY'S intended course of action for this project. The CITY will follow the schedule to the extent possible; however, the CITY reserves the right to change both the sequence and timing if deemed necessary.

Event	Date/Time
Advertise & Issue RFP	June 23, 2024
Non-Mandatory Pre-Proposal Conference	July 3, 2024
Last Date for Receipt of Written Questions	July 12, 2024
Final Addendum issued to answer questions (If Applicable)	July 16, 2024
Proposal Due Date (Bid Opening)	July 26, 2024
Evaluation of Proposals to Shortlist firms	August 2, 2024
Presentations from shortlisted firms	August 8, 2024
Auditor Selection Committee meeting for ranking & recommendation	August 8, 2024
Notification of recommendation to City Commission	August 15, 2024
City Commission Approval of Contract Negotiation	August 15, 2024

The Pricing Proposal shall be completed as outlined in **Exhibit B** attached hereto and, by reference, made part hereof. **Pricing shall be placed in a separate, sealed envelope from the Proposal Content and Qualifications. The Pricing Proposal shall be marked "Pricing, Audit Services, CB 24-008.** The fee proposed shall include all charges that may be incurred in fulfilling the terms of this contract. Separate sealed pricing will be opened at such time as the proposals have been ranked in order of preference.

Proposals will be evaluated using the criteria set forth in **Exhibits C & D**, attached hereto and, by reference, made part hereof. ¹The Auditor Selection Committee, in compliance with the Florida statutes, section 218.391, will review and score the Proposals. Based on the evaluations, the Committee may select the top ranked firms to participate in an interview/presentation to answer any questions the Auditor Selection Committee may have on the firm's Proposal. Thereafter, the Committee will submit a recommendation to the CITY Commission and request to negotiate and execute a contract. Should an agreement not be reached, the CITY reserves the right to cancel negotiations and begin negotiations with the next-ranked firm.

All bids will be publicly opened immediately following the deadline for submission of the proposals. The purpose of the public bid opening is to announce the names of the bidders. No award will be made or implied at this time. Bid documents will not be reviewed at the bid opening. No discussion of any nature concerning the bid will be entered into at this time.

NON-MANDATORY PRE-BID MEETING

A non-mandatory pre-bid meeting will be held on **July 03, 2024, at 10:00 A.M.** local time in the Commission Room, 5000 Tom Warriner Blvd., Cocoa Beach FL 32931.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 24-008

AUDIT SERVICES

The purpose of the pre-bid meeting is to allow an open forum for discussion and questioning with the Audit Selection Committee and Project Coordinator regarding the **RFP** with all prospective proposers having an equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be official, nor become part of the **RFP**. Only written responses to written questions will be considered official and will be included as part of the **RFP** as an addendum.

COST WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION OF AN AUDIT FIRM

ORAL PRESENTATIONS

After evaluating the proposals, the Auditor Selection Committee shall develop a short list of audit firms, which may be invited to make an oral presentation of the firm's qualifications to include, but not be limited to:

- Ability of professional personnel
- Willingness to meet time requirements
- Expertise and experience in municipal audits
- Past performances
- Current and projected workloads
- Costs proposed

AUDIT FIRM RECOMMENDATIONS

If applicable, after the oral presentations the Auditor Selection Committee shall rank the firms.

CONTRACT AGREEMENTS

The CITY anticipates entering into a contract with the Proposer who submits the proposal judged by the CITY to be in the best interest of the CITY. The CITY anticipates awarding one contract but reserves the right to award more than one if in its best interest. This invitation for bid does not constitute an offer or a contract with the Proposer.

A contract shall not exist until approved by the appropriate levels of authority in the CITY and properly executed. The Invitation to Bid shall be included in and be made a part of the final award. The CITY'S preferred method of payment is (e-payables/credit card).

A Sample Contract is attached hereto, and, by reference, made part hereof. The CITY anticipates that the final contract will be in substantial conformance with the Sample Contract; nevertheless, any contract which may result from the Request for Proposal may deviate from the Sample Contract. The Contractor awarded this proposal must enter into a contract with the CITY, similar to the contract attached. Any deviations from the Sample Contract that may be required by the Proposer shall be submitted with the proposal and will be considered as part of the evaluation

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 24-008

AUDIT SERVICES

process. The Request for Proposal shall be included in and be made a part of the final award. For purposes of this proposal, a Performance Bond is not required.

WITHDRAWAL OF PROPOSAL

Any Proposer may withdraw its bid prior to the indicated opening time. The request for withdrawal must be submitted in writing to the Chief Financial Officer's office. After the deadline, proposals become a record of the CITY and will not be returned to the Proposer.

PROPOSAL PREPARATION EXPENSE

The Proposer preparing a bid in response to this proposal shall bear all expenses associated with its preparation. The Proposer shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the CITY for the expenses of bid preparation and/or presentation preparation.

QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsible bidder, qualified to provide the work specified and who can produce evidence that they have established a satisfactory record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions stated herein.

PERFORMANCE

Failure on the part of the Proposer to comply with the conditions, terms, specifications and requirement of the bid shall be just cause for the cancellation of the bid award.

COPYRIGHTS OR PATENT RIGHTS

The Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. The Proposer agrees to hold the CITY harmless for all liability, loss or expense occasioned by any such violation.

DRUG FREE WORKPLACE

In accordance with Florida Statutes, §287.087, preference will be given to businesses with drug free workplace programs; whenever bids are similar in all other respects, and, when a Drug Free Workplace Certification is submitted with the bid.

PUBLIC ENTITY CRIME INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 24-008
AUDIT SERVICES**

a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO (\$15,000.00) for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 24-008

AUDIT SERVICES

DISCLOSURE AND OWNERSHIP OF DOCUMENTS STATEMENT

The Proposer must agree to the following regarding disclosure and ownership of documents:

- A. **Public Record.** The submitted Proposal and any record, document, computerized information and program, audio or video tape, photograph, other writing, or other record of the selected Proposer(s) related, directly or indirectly, to the work identified in the proposal, or any task necessary to complete the final work product shall be deemed to be a public record whether in the possession or control of the CITY or the selected Proposer(s). Said public record of the Proposer(s) is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City Clerk. Upon request by the CITY, the selected Proposer(s) shall supply copies of said records to the CITY.
- B. **Reuse of Documents.** The CITY for any reason or purpose may reuse all documents or public records prepared by the selected Proposer(s) at any time.
- C. **Ownership of Documents.** Upon payment of fees due to the selected Proposer(s), as agreed in the final Contract, all drawings, recommendations, documents, writing, schedule or otherwise, prepared by the selected Proposer(s) in the performance of the scope of work shall be the sole property of the CITY. The selected Proposer(s) agrees to waive all rights of copyright in said drawings, recommendations, documents, writing, schedule or other instrument produced by the selected Proposer(s) in the performance of the tasks necessary to complete the scope of work.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 24-008

AUDIT SERVICES

INSURANCE & LICENSES

The Proposer shall comply with all Federal, State and Local laws and regulations now in effect, or hereinafter enacted during the term of the Contract that are applicable to the Proposer, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Proposer shall maintain in full force and effect during the term of the Contract, Worker's Compensation insurance covering all employees in performance of work under the Contract. The Proposer shall make this same requirement of any of its subcontractors. The Proposer shall indemnify and hold and save the CITY harmless for any damage resulting to them for failure of either the Proposer or any subcontractor to take out or maintain such insurance.

The following are required types and minimum limits of insurance coverage that shall be maintained during the term of this Contract:

<u>Coverage Minimum Limits</u>	
General Liability	\$2,000,000
Professional Liability (Errors & Omissions)	\$1,000,000
Auto Liability	\$1,000,000
Worker's Compensation	Statutory

Statutory coverage for Worker's Compensation insurance means covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Proposer shall be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

Copies of business tax receipts(s) shall be submitted to the Contract Administrator prior to execution of the Contract. Neither the Proposer nor any subcontractor shall commence work until they have obtained all insurance required under this section and have supplied the Contract Administrator with evidence of such coverage in the form of a Certificate of Insurance and endorsement. Such certificates shall be approved by the Director of Personnel and Risk Management.

All insurers shall be licensed to conduct business in the State of Florida. Insurers must have, at minimum, a policy holders' rating of "A", and a financial class of "VII" as reported in the latest edition of Best's Insurance Reports, unless the CITY grants specific approval for an exception. All policies provided should be Occurrence, not Claims Made, forms. The insurance policies must be endorsed to add the City of Cocoa Beach as an Additional Insured at no additional cost. The Proposer shall be responsible for all deductibles. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the CITY by certified mail.

CITY OF COCOA BEACH REQUEST FOR PROPOSAL CB 24-008 AUDIT SERVICES

EXHIBIT A SCOPE OF SERVICES RFP CB 24 – 008

The City of Cocoa Beach is requesting qualified firms to submit proposals for the purpose of auditing services. The Scope of Services and required deliverables are outlined below.

BACKGROUND INFORMATION - GENERAL

The City of Cocoa Beach is primarily a residential and resort community on the east coast of Florida, situated on the narrow strip of land between the Banana River and the Atlantic Ocean. The CITY was incorporated in 1925 and has a current permanent population of about 11,500. The CITY has a Commission/Manager form of government. The Mayor and four (4) Commissioners are elected at large and serve for a period of four (4) years. The Commission is charged with the responsibility of establishing policies that govern the CITY, and enacting ordinances and resolutions. The City Manager is appointed by the Commission and is charged with the responsibility of administering daily operations and implementing Commission directives. The CITY provides the full range of services normally associated with a municipality, including public safety (police and fire), emergency medical services, parks and recreational activities, street and park maintenance, traffic engineering and parking, sanitation, wastewater treatment, stormwater improvements, community development, planning and zoning, and general administration.

COMPUTER SYSTEM

The network operating system is Windows with Microsoft Office as the primary software. The primary financial system is run by an IBM AS/400, using Central Square (formally Superion/ HTE software applications). The CITY implemented this system in October 1995. The primary applications include General Ledger, Cash Receipts, Purchasing, Accounts Payable, Fixed Assets, Utility, Payroll, Accounts Receivable, Building Permits and Business Tax Receipts.

Utility billing (Sewer, reuse, solid waste, stormwater) is performed by the City of Cocoa. They collect all account billings and remit a monthly payment with reconciliation to the CITY. Administration duties are retained by the CITY.

FINANCE DEPARTMENT STAFFING

The Finance Department consists of ten (12) full time positions including one Chief Finance Officer (CFO), one Deputy CFO, three Senior Accountants, two Accountants, two Junior Accountants, one Parking Administrator, one Executive Administrative Assistant, and one Grants/Projects Coordinator. There is no active internal audit function.

The CITY bills about 5,100 sewer accounts, 3,400 stormwater, 3,400 solid waste accounts and 2,000 reuse water accounts each month.

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 24-008
AUDIT SERVICES**

Purchasing uses a decentralized model following established procedures.

Risk management is split between Personnel and Finance.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 24-008

AUDIT SERVICES

PAST AUDIT FEES WERE AS FOLLOWS:

Contract is a LUMP SUM contract. All Contract Deliverables are reflected in the lump sum price. All direct and indirect costs are reflected in the contract price. The FY 2019 contract rates were extended for the FY 2020 audit.

	FY 2021	FY 2022	FY 2023
Base Fee	54,000	54,000	54,800
CRA	5,000	5,000	5,100
Single Audit (if required)	5,500	5,500	5,580
F/S Preparation (if required)	3,000	3,000	3,150
TOTAL	67,500	67,500	68,630

The following applies:

The F/S preparation option includes supplying one (1) color PDF copy of the ACFR and one (1) hard copy. The CITY reserves the option to prepare financial statements. In the event that the CITY prepares its own statements, the related fee increment will be discontinued.

NOTE:

The CRA is reported as a Special Revenue Unit on the Annual Financial Report (AFR). For the FY 2023 audit a stand-alone CRA audit is also required. The cost for the service is as follows:

CRA Audit	\$ 3,000
Financial statement preparation services (if applicable)	2,000
Total	\$ 5,000

The CRA is reported as a Special Revenue Unit on the Annual Financial Report (AFR).

The City has no joint ventures and has no plans to enter into such an arrangement.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 24-008

AUDIT SERVICES

STRUCTURE OF ACCOUNTS

The CITY implemented GASB 100 & GASB 101 for year ending September 30, 2024.

BASIS OF ACCOUNTING

All Governmental and Agency funds are accounted for using the modified accrual basis of accounting. The Enterprise funds and Pension Trust funds are accounted for using the accrual basis of accounting.

The CITY has consistently achieved a “clean” audit opinion. The Annual Comprehensive Financial Report (ACFR) has received the Certificate of Achievement for Excellence in Financial Reporting for the last forty-one (41) years. The budget has received the Distinguished Presentation award for twenty-two (22) years.

Account structure and nomenclature is in accordance with the **Uniform Accounting System Manual** issued by the state.

Fund Type	Fund
General Fund	N/A
Special Revenue Funds	Community Redevelopment Agency (CRA) Building Permit Fund Capital Improvement Fund
Enterprise Funds	Water Reclamation (sewer & reuse) Stormwater Utility
Internal Service Fund	Healthcare Fund
Fiduciary Funds	Firefighters Pension Trust Fund Police Pension Trust Fund General Employees' Pension Trust Fund OPEB Trust Fund

The number of fund types and/or funds may be increased or decreased depending upon the CITY'S requirements. There are no immediate plans for such an increase.

The CITY'S ACFR for the Fiscal Year Ended September 30, 2023 (and earlier years) can be found on the CITY'S website:

<http://www.cityofcocoa.beach.com/DocumentCenter/View/7444/-ACFR-2023?bidId=>

The CITY expects to have grant activity levels sufficient to require compliance with the Single Audit Act for the years covered under this agreement.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 24-008

AUDIT SERVICES

SCOPE OF SERVICES - SPECIFIC REQUIREMENTS & DELIVERABLES

AUDITING STANDARDS

The audit shall be rendered in accordance with *generally accepted auditing standards* (GAAS), *Statements of Auditing Standards* (SAS), issued by the Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA), the Rules of the Auditor General, *Government Auditing Standards* (Yellow Book), issued by the U. S. Comptroller General, and the provisions of the Office of Management and Budget's (OMB) Circular A-133, "Audits of State and Local Governments", and accordingly will include tests of the accounting records and such other auditing procedures as the Auditor considers necessary in the circumstances.

SCOPE OF EXAMINATION

The scope of the audit services requested shall include:

FINANCIAL STATEMENTS

An audit of the general-purpose financial statements for the five (5) years ending September 30, 2024, 2025, 2026, 2027 and 2028. The audit shall be a financial audit in accordance with Section 11.45, Florida Statutes, as currently enacted or as may be amended from time to time and any other applicable laws and regulations.

The City of Cocoa Beach requires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with accounting principles generally accepted in the United States of America and the financial reporting requirement of the Governmental Accounting Standards Board.

The auditor is not required to audit the combining and individual fund and account group financial statements and supporting schedules. However, the auditor is required to provide an "in-relation-to" report on the combining and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements. The auditor is not required to audit the statistical section of the report.

The auditor shall also be responsible for performing certain limited procedures involving required Management's Discussion and Analysis and the required supplementary information required by the Governmental Accounting Standards Board (GASB) as mandated by generally accepted auditing standards.

The auditor is not required to audit the schedule of federal and state financial assistance. However, the auditor is to provide an "in-relation-to" report on the supplemental information as well, based on the auditing procedures applied during the audit of the financial statements.

The auditor shall provide all opinions required by the Auditor General and State, federal, and local grantors associated with the annual financial report and as necessary for grant compliance.

The auditor may be requested to perform other auditing services at the discretion of the CITY. Any such additional work agreed to between the CITY and the firm shall be performed only upon a separate written agreement.

CITY OF COCOA BEACH REQUEST FOR PROPOSAL CB 24-008 AUDIT SERVICES

SCOPE OF SERVICES - SPECIFIC REQUIREMENTS & DELIVERABLES

REPORTS TO BE ISSUED:

1. A report on the fair presentation of the basic financial statements as a whole, in conformity with accounting principles generally accepted in the U.S. (Auditor's opinion)
2. A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk.
3. A report on compliance with laws and regulations.
4. The "management letter" as required by Section 218.39(4), Florida Statutes.
5. Reports required by the Single Audit Act of 1996 and OMB Circular A-133 to include:
6. An "in-relation-to" report on the schedules of federal and state financial assistance.
7. An opinion on the financial statements and on the supplementary schedule of expenditures of federal awards.
8. A report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards.
9. A report on compliance with requirements applicable to each major program and on internal control over compliance in accordance with OMB Circular A-133.
10. A schedule of findings and questioned costs (if applicable).
11. A report on compliance with requirements applicable to State grants and aids appropriations.

For any irregularities and illegal acts, the auditor shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware to the CFO, City Manager and City Commission as appropriate.

The schedules of federal and state financial assistance and related auditor's report, as well as the reports on the internal control structure and compliance, are to be issued in conjunction with the annual comprehensive financial report.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 24-008

AUDIT SERVICES

SCOPE OF SERVICES - SPECIFIC REQUIREMENTS & DELIVERABLES

SINGLE AUDIT ACT

The Auditor shall perform the audit in accordance with the Single Audit Act as currently enacted or as may be amended from time to time.

STATE FINANCIAL ASSISTANCE

The Auditor shall perform tests and issue appropriate reports of the CITY'S compliance with state grant requirements pursuant to the Florida Statutes and the rules of the Auditor General currently enacted or as may be amended from time to time.

AUDIT PROCEDURES

The Auditor's procedures shall include such tests of accounting records and such other auditing procedures they consider appropriate.

INTERNAL CONTROL

Review of the system of internal accounting control and present recommendations for improvements in internal control, accounting procedures and operating efficiencies.

ADDITIONAL PROCEDURES

The CITY may request the Auditor to provide services in addition to the services provided under the independent audit. Additional services may be provided upon terms and conditions mutually agreed upon by the CITY and Auditor. A schedule of standard hourly billing rates shall be provided in **Exhibit B, Pricing Proposal**.

INDEPENDENT AUDITOR'S REPORT

The Auditor shall issue all reports of its audit of the financial statements in accordance with laws, regulation and professional standards applicable to such audits and shall address all such reports to the Mayor and members of the City Commission of the CITY and/or other addressees in accordance with the laws, regulations and professional standards applicable to such audits and shall contain the following:

REPORT ON FINANCIAL AND COMPLIANCE AUDIT OF FEDERAL AND/OR STATE-ASSISTED PROGRAMS

The Auditor shall issue separate reports as required by the Single Audit Act or the State of Florida and any additional reports as may be required from time to time.

FINANCIAL REPORT FILED WITH THE STATE DEPARTMENT OF BANKING AND FINANCE

In accordance with "Rules of the Auditor General" the Auditor shall report whether the Financial Report agrees with the CITY'S Annual Financial Audit Report for the same period and, if not, specify any significant differences.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 24-008

AUDIT SERVICES

SCOPE OF SERVICES - SPECIFIC REQUIREMENTS & DELIVERABLES

MANAGEMENT LETTER

The Auditor shall make a study and evaluation of the CITY'S system of internal control to the extent considered appropriate to evaluate the system as required by generally accepted auditing standards and Section 11.45(3) (a) 4 Florida Statutes and defined in Rule 10.554(1) (F), Rules of the Auditor General. If weaknesses are noted, appropriate recommendations should first be discussed with the appropriate CITY officials. If it is determined that a material weakness does exist, the Auditor shall include such comments and recommendations in a Management Letter.

PRESENTATION OF REPORT

The Auditor shall make a presentation to the City Commission at a City Commission meeting summarizing the results of the reports.

CERTIFICATE OF ACHIEVEMENT

The CITY has earned the Certificate of Achievement for Excellence in Financial Reporting for the last forty-one (41) years and will submit the fiscal year 2024 ACFR for consideration. The ACFR for each of the fiscal years covered by this RFP will be submitted for consideration for the certificate. The auditor shall be required to provide technical assistance necessary to meet those program requirements.

FUTURE BOND ISSUES AND/OR BANK LOANS

The Auditor will be requested to grant permission to use the Auditor's Opinion in the official statement of any future debt issues if necessary. No additional compensation will be considered for this provision unless their use requires additional certification (e.g. "cold comfort" letter) or services on the part of the firm.

CONTINUING PROFESSIONAL EDUCATION (CPE)

The audit firm will provide the CITY fiscal personnel with eight (8) hours of Continuing Professional Education (CPE) relating to governmental accounting and auditing during each year of the contract. This training must meet the requirements for Continuing Education with respect to the Florida Board of Accountancy, the Government Finance Officers Association (GFOA) and the Florida Government Finance Officers Association (FGFOA).

The above training may be offered in the context of a seminar offered to the firm's staff or other firm clients. The training must be offered at no charge to the CITY or its employees.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 24-008

AUDIT SERVICES

SCOPE OF SERVICES - SPECIFIC REQUIREMENTS & DELIVERABLES (continued)

WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years after release of the audit, unless the firm is notified, in writing, by the CITY of the need to extend the retention period. The auditor will be required to make working papers available upon request, without charge, to any federal, and/or state agency.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

AUDIT PLAN

This communication is required by AU-C Section 260 and is an update of the former Statement on Auditing Standards (SAS) # 114.

Schedule for each Fiscal Year Audit will be substantially as follows:

During each fiscal year	8 hours of CPE provided by firm
Year-end fieldwork	August - January
Review Financial Statements (ACFR) initial draft	February – first week
Review Financial Statements (ACFR) final draft	February – second week
Presentation to Commission	Second meeting in March
Submission to State	By March 31
Submission of ACFR to GFOA	By March 31

ACCOMMODATIONS

The CITY will provide the auditor with reasonable work space, desk and chairs for the audit. The auditor will also be provided with access to photocopying facilities and the financial software system.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 24-008

AUDIT SERVICES

SCOPE OF SERVICES - SPECIFIC REQUIREMENTS & DELIVERABLES

FINANCIAL STATEMENTS

The Auditor shall prepare draft financial statements and notes and provide these along with all adjusting entries, supporting schedules and a draft of the management letter to the CFO by mid-February each year. The reports in final printable form shall be delivered within two (2) workdays following approval to proceed by the CFO, unless additional time is granted due to special circumstances. The Audit Firm will be responsible for the preparation, editing, and final printing of the Annual Comprehensive Report. The CITY will be responsible for the distribution of the Annual Comprehensive Financial Report.

ASSISTANCE FROM THE CITY

The Auditor shall annually provide the CITY with a list of schedules to be prepared by the CITY. The preparation of confirmations will be handled by the CITY as directed by the Auditor.

IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the CITY.

CONTRACT NEGOTIATIONS

The City Manager shall be authorized to negotiate a written contract with the top ranked firm embodying all provisions and conditions of the procurement of such services. The purpose of the contract negotiation is to specify the details of the audit engagement. The fee shall not exceed the amount initially proposed. If the City Manager cannot negotiate a satisfactory contract, then negotiations with the top ranked firm shall be terminated and the City Manager shall negotiate with the second ranked firm and so on until a satisfactory contract is negotiated.

REMEDIES

This contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Brevard County, Florida. No remedy herein conferred upon any party is intended to be exclusive or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this contract, an independent contractor, and not an employee, agent or servant of the CITY. All persons engaged in any of the work or services pursuant to this contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 24-008
AUDIT SERVICES**

in all respects the Contractor's relationship and the relationship of its employees to the CITY shall be that of an independent contractor.

CITY OF COCOA BEACH REQUEST FOR PROPOSAL CB 24-008 AUDIT SERVICES

EXHIBIT B PRICING RFP CB 24-008

MANNER OF PAYMENT

Progress payments will be made on the basis of milestones completed during the course of the engagement and be subject to retention. Payment of the final billing will be made after delivery of the final report and presentation to the City Commission. The preferred method of payment (e-payables/credit card) is at the CITY'S sole option.

The proposal pricing must be provided in a separately sealed envelope. This Proposal should clearly state the proposed cost for the engagement, in the form delineated herein.

A fixed price contract is required by the CITY. The total price for the engagement shall include all contractor expenses, including travel, incidentals and "other costs" per the breakdown specified below.

The sealed cost proposal should contain all pricing information relative to performing the audit engagement as described in this RFP. The total all-inclusive price must contain all direct and indirect costs including all out-of-pocket expenses.

RATES BY LEVEL OF STAFF

Section 1 of the sealed cost proposal should include a schedule of professional fees and expenses that supports the total all-inclusive maximum price. These fees shall be provided in the format shown herein as the **Professional Fees and Expenses, Supporting Schedule**. Complete a form for each fiscal year that the proposed hourly rates used to calculate the total all-inclusive price differs from the rates in contract year 1.

ADDITIONAL PROFESSIONAL SERVICES

If it should become necessary for the CITY to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an amendment to the contract between the CITY and the firm. Any such additional work agreed to between the CITY and the firm shall be performed at the same annual rates as set forth in the schedule of fees and expenses included in the sealed pricing proposal.

PRICING FOR CONTRACT YEARS 1 THROUGH 5

Section 2 of the sealed price proposal should include a summary of the all-inclusive maximum cost of auditing services for contract years 1 through 5. These fees shall be provided in the format shown herein as the **Professional Fees and Expenses, Summary Schedule**.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 24-008

AUDIT SERVICES

NAME OF FIRM _____

SECTION 1

PROFESSIONAL FEES AND EXPENSES - SUPPORTING SCHEDULE

Fiscal Year :			
Staff Level	# Hours	Proposed Rate per Hour	Proposed Total
Audit Segment :			
Partners			
Managers			
Supervisory Staff			
Segment Subtotal			
Others (specify)			
Total Audit Segment			
Audit Segment :			
Partners			
Managers			
Supervisory Staff			
Segment Subtotal			
Others (specify)			
Total Audit Segment			
Audit Segment :			
Partners			
Managers			
Supervisory Staff			
Segment Subtotal			
Others (specify)			
Total Audit Segment			
Total Audit Scope			
Other (specify)			
Total Other			
Total Year			

Signature

Title

Date

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 24-008
AUDIT SERVICES

NAME OF FIRM _____

SECTION 2
PROFESSIONAL FEES AND EXPENSES
ANNUAL ALL – INCLUSIVE SUMMARY SCHEDULE

TOTAL PRICE FOR AUDITING SERVICES					
	FY	FY	FY	FY	FY
	2024	2025	2026	2027	2028
Base Fee					
CRA					
OPEB Trust (if required)					
Single Audit (if required)					
Financial Statements					
Preparation (if required)					
TOTAL					

CRA Audit	\$ 3,000
Financial statement preparation services (if applicable)	2,000
Total	<u>\$ 5,000</u>

Comments:

Signature	Title	Date
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CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 24-008

AUDIT SERVICES

SELECTION CRITERIA		MAXIMUM POINTS	ASSIGNED POINTS
1. Expertise and Experience			
a. The firm's past experience and performance on comparable government engagements.			
b. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.			
c. The firm's past experience and performance with Single Audits and tests of compliance with laws and regulations.			
d. Ability to perform additional services and provide technical support throughout the engagement.			
Subtotal		40	
2. Audit Approach			
a. Adequacy of proposed staffing plan for various segments of the engagement, including supervision and involvement of experienced personnel.			
b. Adequacy of audit work plan and sampling technique.			
c. Adequacy of analytical and substantive procedures.			
d. Adequacy of study and evaluation of internal accounting and administrative controls.			
Subtotal		30	
3. References			
References from entities engaged with similar project(s).			
Subtotal		10	
4. Cost proposed	Subtotal	10	
5. Other Considerations			
a. Completeness and responsiveness to the specific RFP requirements.			
b. Proposal neatness and organization.			
c. Ability to meet deadlines/time requirements			
Subtotal		10	
TOTAL		100	
EVALUATOR SIGNATURE		DATE	

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 24-008
AUDIT SERVICES**

SELECTION CRITERIA - RFP CB 24 - 008

THE FOLLOWING ELEMENTS ARE MANDATORY. ANY PROPOSAL THAT DOES NOT CONTAIN THE MANDATORY ELEMENTS WILL BE REJECTED

1. The audit firm is independent and licensed to practice in Florida.
 2. The firm has no conflict of interest with regard to any other work performed by the firm.
-

ADDITIONAL COMMENTS

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 24-008
AUDIT SERVICES**

**EXHIBIT D
PRESENTATION EVALUATION FORM**

FIRM _____

DATE _____

TIME _____

ATTRIBUTE	QUALITY	POSSIBLE POINTS	ACTUAL POINTS
PRESENTATION	• COMMAND PRESENCE OF BRIEFER • CLARITY OF SPEECH • RAPPORT WITH COMMITTEE	6	
APPROACH	• PHILOSOPHY OF FIRM • METHODOLOGY FOR PROJECT • ADDRESSES SCOPE ITEMS	6	
PROCEDURE	• ACTUAL/MEASURABLE MILESTONES • CPM/PERT/GANTT • INTERIM DELIVERABLES/REPORTS	6	
COMMITTMENT	• COMMUNICATION PLAN • AVAILABILITY OF FIRM/STAFF • STABILITY OF FIRM	7	
		25	

EVALUATOR _____

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 24-008
AUDIT SERVICES**

**EXHIBIT D
PRESENTATION EVALUATION FORM**

ADDITIONAL COMMENTS

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 24-008
AUDIT SERVICES**

EXHIBIT E

PROJECT FORM & CERTIFICATION - RFP CB 24-008

Proposer Name: _____

Address _____

City: _____ State _____ Zip _____

Telephone _____ Fax _____ Internet Address _____

Type of Business (Corporation, Partnership, Other – Specify) _____

Tax ID number (EIN/SSN): _____

Certification: The undersigned hereby confirms as follows:

- A. I am a duly authorized agent of the Company/Individual submitting the proposal;
- B. I have read the Proposal in its entirety and fully understand and accept these terms unless specific variations have been expressly listed below.
- C. My firm, _____, agrees to hold all prices, terms and conditions firm for acceptance for ninety (90) calendar days following the date and time of the bid opening.

Variations

The Proposer shall identify and explain all variations and exceptions taken to this RFP in the space provided below unless such variation is expressly prohibited in the RFP documents. If no variations are listed here, it is understood that the Proposer fully complies with the terms and conditions. It is further understood that such variations may be cause for determining that the Proposal is non-responsive and ineligible for award:

Section _____ Variance _____

Section _____ Variance _____

Section _____ Variance _____

Attach additional sheets as necessary.

By: _____

Manual Signature of Agent

_____ Date

_____ Typed/Printed Name of Agent

_____ Title of Agent

Proposals without the manual signature of an authorized agent of the Proposer shall be deemed non-responsive and ineligible for award.

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 24-008
AUDIT SERVICES**

EXHIBIT F

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BUSINESS NAME

PROVIDER'S SIGNATURE

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 24-008
AUDIT SERVICES**

EXHIBIT G

**SWORN STATEMENT UNDER SECTION 287.133 (3) (a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. This sworn statement is submitted with the request for payment by the City of Cocoa Beach.
2. This sworn statement is submitted by _____ as _____ of _____ whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
3. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - A. A predecessor or successor of a person convicted of a public entity crime; or
 - B. An entity under the control of any natural person, who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
6. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.
7. Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of _____, the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 24-008
AUDIT SERVICES**

By _____ Date _____

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____, by
_____ who is personally known to me or who produced a _____ as
identification and who did take an oath.

My commission expires _____

Notary Public

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 24-008
AUDIT SERVICES**

**EXHIBIT H
SAMPLE CONTRACT**

This Contract is made upon the signing of the parties by and between the City of Cocoa Beach, Florida, hereinafter referred to as the CITY, and _____ authorized to do business in the State of Florida, and hereinafter referred to as the Contractor. In consideration of the mutual promises contained herein, the CITY and the Contractor agree that the Contractor will _____ for the City of Cocoa Beach as more specifically set forth in **Exhibit A, Scope of Work, of this Contract**, attached hereto and by reference, made part hereof.

ARTICLE 1-TERM OF CONTRACT

The Contractor shall begin work under this Contract on MONTH/DAY/YEAR and this Contract shall continue through MONTH/DAY/YEAR

The term for this Contract shall be five (5) years under the same terms and conditions unless either party chooses to exercise its rights under Article 26, Termination. The notice of intention to negotiate terms for extending the contract shall be provided by either party no later than MONTH 20____.

ARTICLE 2 - CONTRACT ADMINISTRATION

Administration of this Contract shall be under the general direction of _____ who shall act as the CITY'S representative during the performance of this Contract. The Contract Administrator for the Contractor is _____ who will also serve as the day-to-day contact person. Each party to this Contract agrees to provide written notification within fifteen (15) days, should the representative of either party change during the term of the Contract.

ARTICLE 3 - SCOPE OF WORK

The Contractor shall do, perform, deliver and carry out, in a professional manner, the type of projects, products, services as set forth in **Exhibit A, Scope of Work**, attached hereto, and, by reference, made part of the Contract.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 24-008

AUDIT SERVICES

ARTICLE 4 - PAYMENTS TO CONTRACTOR

The CITY shall pay to the Contractor a lump sum for professional services in accordance with the fee schedule set forth in **Exhibit B, Fee Schedule**, attached hereto, and, by reference, made part of the Contract. The Contractor will invoice the CITY as described in **Exhibit B**. This is a lump sum Contract.

Invoices received from the Contractor pursuant to this Contract will be attested and approved by the Contract Administrator, indicating that the services being invoiced are in conformity with the Contract. The invoices will then be sent to the Finance Department for payment. Invoices not in accordance with the terms of the Contract will be returned to the Contractor for correction.

The CITY may at its option, require the Contractor to accept credit card payments or enroll in the CITY'S e-payables program.

Payment Procedures:

The CITY has implemented a Purchasing Card (P-Card) Program utilizing both VISA and MASTERCARD networks. Purchases from this contract will be made utilizing the CITY'S Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the CITY. The CITY reserves the right to revise this program as necessary in the sole opinion of the CITY.

Additional services shall be at the rates as set forth in **Exhibit B**.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 24-008

AUDIT SERVICES

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage and rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and in accordance with state and federal law.

ARTICLE 6 - AVAILABILITY OF FUNDS

The obligations of the CITY under this Contract are subject to the availability of funds lawfully appropriated for its purposes by the City Commission of Cocoa Beach.

ARTICLE 7 – INDEMNIFICATION AND HOLD HARMLESS

For other and additional consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, “Proposing Firm” unconditionally agrees to indemnify and hold and save harmless the CITY, its officers and employees, and agents individually and collectively in their official and/or personal capacity from any and all claims, actions demands, causes of action, suits in law or equity, including damages of any nature or description, costs and attorney’s fees whether claimed against the CITY, its officers and employees, and agents individually and collectively in their official and/or personal capacity or incurred by the CITY, its officers and employees, and agents individually and collectively in their official and/or personal capacity, itself in connection with any claim that might be brought or made against the CITY, its officers and employees, and agents individually and collectively in their official and/or personal capacity, due to the entering into of this Agreement, or relating to the performance of this Agreement.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 24-008

AUDIT SERVICES

ARTICLE 8 – INSURANCE, PERMITS & LICENSES

In the performance of work and services under this Agreement, Contractor agrees to comply with all Federal, State and Local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement that are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

Contractor shall maintain in full force and effect during the life of the Contract, Worker's Compensation insurance covering all employees in performance of work under the Contract. Contractor shall make this same requirement of any of its subcontractors. Contractor shall indemnify and hold and save the CITY harmless for any damage resulting to them for failure of either Contractor or any subcontractor to take out or maintain such insurance.

The following are required types and minimum limits of insurance coverage that the Contractor agrees to maintain during the term of this Contract:

COVERAGE	MINIMUM LIMITS
General Liability	\$ 2,000,000 incident
Auto Liability	\$ 500,000 per person/incident
Professional Liability (if applicable)	\$ 1,000,000
Worker's Compensation	Statutory

Statutory coverage for Worker's Compensation Insurance means covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

Contractor will provide copies of his business tax receipt(s) to the Finance Director. Neither Contractor nor any subcontractor shall commence work under this Contract until they have obtained all insurance required under this section and have supplied the CITY'S Contract Administrator with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Director of Personnel and Risk Management shall approve such certificates.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 24-008

AUDIT SERVICES

ARTICLE 8 – INSURANCE, PERMITS & LICENSES (Continued)

All insurers shall be licensed to conduct business in the State of Florida. Insurers must have, at a minimum, a policy holders' rating of "A", and a financial class of "VII" as reported in the latest edition of Best's Insurance Reports, unless the CITY grants specific approval for an exception. All policies provided should be Occurrence, not Claims Made, forms. The Contractor's and Subcontractor's insurance policies must be endorsed to add the City of Cocoa Beach as an Additional Insured. The Contractor shall be responsible for all deductibles. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the CITY by certified mail.

ARTICLE 9 - INDEMNIFICATION

For other additional consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor shall indemnify and hold harmless the CITY from and against all claims, demands, disputes, damages, costs, expenses (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the CITY as a result, directly or indirectly, of the performance of the agreement for consulting services, except those claims or liabilities caused by or arising from the gross negligence of the CITY, or its employees or agents.

The Contractor further agrees to indemnify, hold harmless and defend the CITY, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Contractor not included in the paragraph above and for which the CITY, its agents, servants or employees are alleged to be liable.

ARTICLE 10 - SAFETY

Precautions shall be exercised at all times for the protection of all persons (including CITY employees) and property. The safety provisions of all applicable laws, regulations and codes shall be observed. Hazards arising from the use of vehicles, machinery and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety. The Contractor and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act (OSHA), and any other pertinent Federal, State or Local Statutes, rules or regulations. The Contractor and any subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 24-008

AUDIT SERVICES

ARTICLE 11 - NONDISCRIMINATION

The Contractor warrants and represents that it complies with all Federal and State requirements concerning fair employment and will not discriminate by reason of race, color, religion, sex, age, national origin, or physical handicap.

ARTICLE 12 - DRUG FREE WORKPLACE

In accordance with Florida Statutes, §287.087, the Contractor warrants that it is a drug free workplace.

ARTICLE 13 - PUBLIC ENTITY CRIME INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 (\$15,000.00), for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 14 - EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such causes may include - but are not limited to: Acts of God; the CITY'S omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the Contractor's subcontractor(s) to perform or make progress, and if such failure arises out of causes reasonably beyond the control of the Contractor and its subcontractor(s) and is without fault or negligence of either of them, the Contractor shall not be deemed to be in default.

ARTICLE 15 - ARREARS

The Contractor shall not pledge the CITY'S credit or make it guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Contractor further warrants and represents that it has no obligation for indebtedness that would impair its ability to fulfill the terms of this Contract.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 24-008

AUDIT SERVICES

ARTICLE 16 - WARRANTY

The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 17- ASSIGNMENT

This Contract may not be assigned without the prior written consent of the CITY. Any attempt to assign this Contract without prior written consent of the CITY shall render the Contract null and void with respect to the attempted assignee. The CITY shall not unreasonably withhold consent provided that the Contractor provides CITY with information it requires including, but not limited to, a sample contract from the proposed assignee, proposed fee schedule, operating history of the assignee and a contact person representing the assignee. This information shall be provided at least thirty (30) days prior to the target date for assignment by the Contractor. The assignee must be approved by the CITY.

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Contractor shall deliver to the CITY for approval and acceptance, and before eligibility for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the Contractor and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased, under this Contract or at the CITY'S expense shall be and remain its property and may be reproduced and reused at the discretion of the CITY.

All original notes, designs, drawings, maps, reports, technical papers, and/or other items or data developed by the Contractor in performing under this Contract, along with all copies thereof, shall be prepared exclusively for the CITY and upon delivery to the CITY by the Contractor whether at the completion of work, or at any other time, shall become the exclusive property of the CITY.

No reports, data, programs or other materials produced in whole or in part under this agreement shall be subject to copyright by the Contractor in the United States or in any other country. The CITY or its assigns shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, for the specific purposes intended, any reports, data, programs or other material prepared under this agreement. All final writings, maps, charts, reports, computer programs, base maps, aerial photography and any other documentation prepared under this agreement, if any, shall become the property of the CITY after final payment.

CITY OF COCOA BEACH REQUEST FOR PROPOSAL CB 24-008 AUDIT SERVICES

ARTICLE 19 – PUBLIC RECORDS

The Contractor agrees to the terms set forth in Exhibit C – Standard Contract Addendum.

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 AT:

**CITY CLERK OFFICE- PUBLIC WORKS BUILDING
1600 Minutemen Causeway
P.O. BOX 322430
COCOA BEACH, FL 32932-2430.
321-868-3286,
CITYCLERK@CITYOFCOCOABEACH.COM**

ARTICLE 20 - INDEPENDENT CONTRACTOR

The Contractor agrees that it is an Independent Contractor with respect to the services provided pursuant to this Contract, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work; the CITY’S interest is in the results obtained. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

ARTICLE 21 - SUBCONTRACTORS

No part of this Contract shall be sublet without the prior express written approval of the CITY. If the Contractor shall sublet any portion of this Contract, the Contractor shall be as fully responsible to the CITY for acts and omissions of a subcontractor, and of persons either directly or indirectly employed by the subcontractor, as the Contractor is for its own acts and omissions and the acts and omissions of persons employed directly or indirectly by the Contractor. The subcontractor is subject to the same contractual provisions as the Contractor under this Contract, including but not limited to insurance requirements, records maintenance and audit requirements. Certification from the Contractor that all subcontractors have been paid in full is required before final payment for audit services.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 24-008

AUDIT SERVICES

ARTICLE 22 - SEVERABILITY

No inspection by the CITY, nor any payment for or acceptance of the whole or part of the items in this Contract, nor any extension of time, nor any possession taken by the CITY of the product or services hereunder shall operate as a waiver of (1) any provision of this Contract, (2) the right to have it fully performed, (3) any power herein reserved to the CITY, or (4) any right to damages under this Contract. No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

ARTICLE 23 - CONTINGENT FEES

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

ARTICLE 24 - ACCESS AND AUDITS

Intentionally left blank.

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the Contractor agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein.

ARTICLE 26 - AMENDMENTS AND MODIFICATIONS

Except as provided herein, any cardinal change in the terms and conditions set forth in this Contract must be mutually agreed to by both the CITY and the Contractor and may be implemented only after this agreement has been amended in writing.

The CITY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the CITY'S notification of a contemplated change, the Contractor shall (1) if requested by the CITY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs, in writing, the Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the CITY'S decision to proceed with the change. If the CITY elects to make the change, the CITY shall issue a Contract Amendment or Change Order and the Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 24-008

AUDIT SERVICES

ARTICLE 27 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY, shall be mailed to:

Original: Patrisha Draycott
Contract Administrator
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, FL 32932-2430

Copy: Wayne Carragino
City Manager
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, FL 32932-2430

Notices sent to the Contractor shall be mailed to:

Original:

ARTICLE 28 - TERMINATION

This Contract may be terminated by the Contractor upon thirty (30) days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the Contractor. It may also be terminated by the CITY with or without cause immediately upon written notice to the Contractor. Unless the Contractor is in breach of this Contract, the Contractor shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY, the Contractor shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work and other material related to the terminated work to the CITY, or approved designee.
- D. Continue and complete all parts of the work that have not been terminated.
- E. The Contractor shall be paid for services actually rendered to the date of the termination.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 24-008

AUDIT SERVICES

ARTICLE 29 - EXCLUSIVITY

This is not an exclusive Contract. The CITY may, at its sole discretion, contract with other entities for work similar to that to be performed by the Contractor hereunder.

ARTICLE 30 - REMEDIES

This Contract shall be governed by and construed according to the laws of the State of Florida, and the rights of the parties hereto shall be construed and be subject to the laws of the State of Florida. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Contract shall be in Brevard County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 31 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought by the CITY for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the CITY shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 32 - UNAUTHORIZED ALIEN WORKERS:

The City of Cocoa Beach will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act ("INA"). The CITY shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Contract by the CITY.

ARTICLE 33 – USE OF E - VERIFY: (Required on contracts with state of Florida money)

The Contractor is required to utilize the U. S. Department of Homeland Security's E-Verify system to verify the employment eligibility of.

- a) All persons employed by the Contractor to perform employment duties within Florida.

And

- b) All persons (including employees of subcontractors) assigned by the Contractor to perform

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 24-008

AUDIT SERVICES

work pursuant to the contract with the CITY.

The Contractor will be required to provide within thirty (30) days of the effective date of this agreement documentation of enrollment in the E-Verify program. This verification consists of the “edit company profile” page which contains proof of enrollment in the E-Verify program.

Each subcontractor that performs work under this Contract must provide its “edit company profile” to the Contractor upon request.

The Contractor and each subcontractor further agree to maintain records of its participation and compliance with the provisions of the E-Verify program and to make such records available upon request.

Failure to comply may be treated as a material breach of this contract.

ARTICLE 34 – OWNER DIRECT PURCHASE (ODP):

The CITY may at its discretion elect to “direct purchase” selected large components of the project in order to enjoy a sales tax savings. Should they elect to do so and prior to a contract being signed, the CITY will identify those pieces of equipment and the Contractor will provide the deductive price for the CITY’S use in preparing purchase orders. The only savings available to the CITY from this change will be that of Florida State Sales Tax, the Contractor will retain any markup they may have had in the equipment less the state tax on items removed within the framework of this bid estimate. The Contractor’s responsibility for the removed equipment during the project will remain unchanged as relates to the equipment being purchased by the CITY and the Contractor shall retain all responsibilities that are or were outlined in the specifications regarding this equipment as if they had actually purchased it; including, but not limited to:

- 1 Negotiating and providing vendor pricing to the CITY.
- 2 Preparing a purchase order outline for use by the CITY for issuing a CITY Purchase Order to the Vendor.
- 3 The Contractor shall review all shop drawings, make necessary comments, and maintain shop drawings review and approval through delivery of equipment.
- 4 The Contractor shall provide all operations and maintenance manuals to the CITY for their use as required by the specifications.
- 5 The Contractor shall expedite delivery of the equipment.
- 6 The Contractor shall receive all equipment and store same on the project site prior to installation.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 24-008

AUDIT SERVICES

- 7 The Contractor shall install the equipment in accordance with the Contract specifications.
- 8 The Contractor shall coordinate the manufacturer's approval of installation of the equipment and for a representative to come to the project site for start-up, test, and approval operation of the equipment.
- 9 The Contractor shall warranty the equipment as if they purchased same and be responsible for the equipment warranty throughout the warranty period.

ARTICLE 35 – IRS DEDUCTIONS/CREDITS

If the Contractor provides any building or structures meeting IRS Section 179D Standards, the Contractor will share that deduction with the CITY.

ARTICLE 36 - SALES TAX

The CITY is exempt from sales tax. The Contractor, as required by the laws and statutes of the state and its political subdivisions shall pay all state and local sales and use taxes. The Contractor may not use the CITY'S tax exemption in any of its activities.

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 24-008
AUDIT SERVICES**

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written:

CITY OF COCOA BEACH

Attest:

Signature:

By:

By:

Karin Grooms, MMC
City Clerk
City of Cocoa Beach

Wayne Carragino
City Manager
City of Cocoa Beach

Date:

Date:

Approved as to form and legality
For use and reliance by the
City of Cocoa Beach

Contractor Signature:
By:

Gretchen R. H. Vose Esq.
City Attorney

Date:

Date:

CITY OF COCOA BEACH REQUEST FOR PROPOSAL CB 24-008 AUDIT SERVICES

EXHIBIT A SCOPE OF SERVICES

SCOPE OF WORK FOR EXAMPLE ONLY. MODIFY AS NECESSARY

In accordance with the limitation set forth in the Contract, the Auditor shall form an opinion of the CITY'S general-purpose financial statements in accordance with laws, regulation and professional standards applicable to such audits. All reports shall be addressed to the Mayor and members of the City Commission of the CITY and/or other addressees in accordance with the laws, regulations and professional standards applicable to such audits and shall contain the following:

- **Audit Opinion.** The Auditor shall issue its report on its audit of the financial statements in accordance with laws, regulations and professional standards applicable to such audits.
Report(s) on Financial and Compliance Audit(s) of Federal and/or State-Assisted Programs. The Auditor shall issue separate reports as required by the Single Audit Act of 1984 or the State of Florida and any additional reports as may be required from time to time.
- **Financial Report Filed with the State Department of Banking and Finance.** In accordance with "Rules of the Auditor General" the Auditor shall report whether the Financial Report agrees with the City's Annual Financial Audit Report for the same period and, if not, specify any significant differences.
- **Management Letter.** The Auditor shall make a study and evaluation of the City's system of internal control to the extent considered appropriate to evaluate the system as required by generally accepted auditing standards. If weaknesses are noted, appropriate recommendations should first be discussed with the appropriate City officials. If it is determined that a material weakness does exist, the Auditor shall include such comments and recommendations in a Management Letter to the City Commission.
- **City Commission Presentation.** The Contractor (if required) shall make a presentation to the City Commission at a City Commission meeting summarizing the results of the audit. This presentation is subject to City Commission rules regarding such presentations and subject to review by the Finance Director.
- **Annual Comprehensive Financial Report (ACFR).** The City has received the Certificate of Achievement in Financial Reporting for the forty-one (41) years and submitted the ACFR fiscal year 2023 for consideration. The ACFR for each of the fiscal years covered by this RFP will be submitted for consideration for the certificate. The Contractor will be requested to provide technical assistance to meet the program requirements and submit a camera-ready copy of the ACFR to the CFO by a specific date.

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 24 - 008
AUDIT SERVICES**

**EXHIBIT A
SCOPE OF SERVICES (continued)**

ANALYSIS & PRINTOUTS

The Contractor will provide a detailed written list of all schedules & any other supporting documentation required to be prepared by the City staff. The City's Contract Administrator will determine the due dates of these schedules.

The City will provide the following facilities:

- Workplace for assigned personnel
- Use of telephone and fax machine
- Use of copier/scanner
- Computer access to our accounting system.

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 24 - 008
AUDIT SERVICES**

**EXHIBIT B
PRICING/FEE SCHEDULE**

Varies by contract type.

Pricing should be clear & concise

The contract is a **LUMP SUM** contract. All contract Deliverables are reflected in the lump sum price. All direct and indirect costs are reflected in the contract price.

No payments will be made under this contract until all the insurance, permit & license requirements in Article 7 have been met.

Note: A Performance Bond is not required.

<u>Event</u>	<u>% complete</u>
	<u>100%</u>

Invoices for progress payments will be presented according to the schedule above. Invoices under the base contract will have ten (10%) percent of the amount due withheld pending final inspection. When the project is 100% complete a final invoice for the retained amount may be presented.

The City may request additional services other than those specified in **Exhibit A**. These services will be performed at the rates shown below. All additional services will be approved in writing prior to the performance of said service. Additional services will be invoiced separately and are not subject to retention.

Or service/change order as shown

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 24 - 008
AUDIT SERVICES**

SERVICE ORDER

CHANGE ORDER # _____

CONTRACTOR _____

**DESCRIPTION
of
SERVICES
&
RATES**

LUMP SUM PRICE _____

WORK AUTHORIZED:

ACCEPTED:

City: _____
Contract Administrator

Contractor: _____
Contract Administrator

Date: _____

Date: _____

WORK COMPLETED:

City's Contract Administrator

Date: _____

Distribution: CITY; original to Contract Administrator
Contractor; copy

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 24 - 008
AUDIT SERVICES

CITY OF COCOA BEACH, FLORIDA

EXHIBIT C

CITY OF COCOA BEACH, FLORIDA

STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into this _____ day of _____, 2024, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the "CITY", and _____, hereinafter referred to as "Contractor", concerning that certain Contract entitled _____, dated the ____ day of _____, 2024 ("Agreement").

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat, imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.135 Fla. Stat. provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, Section 286.101, Florida Statutes contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of any other entity under significant control of such "foreign country of concern". Any entity that does business with a state agency or political subdivision must disclose certain if their dealings with those " foreign countries of concern" to the Florida Department of Financial services; and

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 24 - 008
AUDIT SERVICES

2. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the CITY within the meaning of Section 119.071(1) (a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

CITY CLERK OFFICE- PUBLIC WORKS BUILDING
1600 MINUTEMEN CAUSEWAY
P.O. BOX 322430
COCOA BEACH, FL 32932-2430.
321-868-3286,
CITYCLERK@CITYOFCOCOABEACH.COM

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom.

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 24 - 008
AUDIT SERVICES

Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Brevard County Circuit Court on an expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by the City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by the City in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

6. E-Verify Compliance. Contractor affirmatively states, under penalty or perjury, that in accordance with Section 448.095, Fla. Stat. Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with sections 448.09 and 448.095, Fla. Sta.

7. Compliance/consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector list. Contractor further hereby certifies that contractor is not engaged in a boycott of Israel or engaged in business operations of Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and /or costs. Contractor further understands that any contract

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 24 - 008
AUDIT SERVICES

with City for goods or services of any amount may be terminated at option of the City if contractor(i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the forgoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

8. Disclosure Requirements for "Foreign Countries of Concern" CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3)(a), F.S. which requires" Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,00 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest , contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Pursuant to section 268.101(7), F.S.; "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good Cause".

9. Venue and Jurisdiction. Notwithstanding any other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and Brevard County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

10. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 24 - 008
AUDIT SERVICES**

the days and year indicated below and the signatories below to bind the parties set forth herein.

_____ **Contractor:**

Print Name: _____

Title: _____

Company: _____

City of Cocoa Beach

Print Name: _____

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Water Reclamation /
Brad Kalsow, Director of Water Reclamation

MEETING DATE

June 20, 2024

REQUESTED MOTION/ACTION

Authorize staff to enter into Mutual Aid Agreement through FlaWARN (Florida Water/Wastewater Agency Response Network) A formalized mutual aid response network/consortium of utilities willing to provide critical resources to member utilities during man-made or natural disasters.

Staff Representative: Brad Kalsow, Waste Water Director.

Recommendation: Approve

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

N/A

BACKGROUND:

The Water/Wastewater Mutual Aid Program was established to provide a method whereby water/wastewater utilities sustaining physical damage from natural or man-made disasters could obtain emergency assistance, in the form of personnel, equipment, and materials and other associated services necessary, from other water/wastewater utilities.

MUTUAL AID AGREEMENT FOR WATER/WASTEWATER

ARTICLE I. PURPOSE

The Water/Wastewater Mutual Aid Program was established to provide a method whereby water/wastewater utilities sustaining physical damage from natural or man made disasters could obtain emergency assistance, in the form of personnel, equipment, and materials and other associated services necessary, from other water/wastewater utilities. The purpose of this Agreement is to formally document such program.

ARTICLE II. DEFINITIONS

- A. AGREEMENT – The Water/Wastewater Mutual Aid Agreement. The original agreement and all signatory pages shall be kept at TREEO Center 3900 SW 63rd Blvd., Gainesville, FL 32608
- B. PARTICIPATING UTILITY – Any Water/Wastewater utility which executes this Mutual Aid Agreement.
- C. DAMAGED UTILITY – Any Participating Utility which sustains physical damage to its water/ wastewater system due to a natural or manmade disaster and seeks assistance pursuant to this Agreement.
- D. ASSISTING UTILITY – Any Participating Utility which agrees to provide assistance to a Damaged Utility pursuant to this Agreement.
- E. AUTHORIZED REPRESENTATIVE – An employee of a Participating Utility authorized by that utility's governing board to request or offer assistance under the terms of this Agreement. (A list of the Authorized Representatives for each Participating Utility shall be attached to this Agreement as Appendix A)
- F. PERIOD OF ASSISTANCE – The period of time beginning with the departure of any personnel of the Assisting Utility from any point for the purpose of travelling to the Damaged Utility in order to provide assistance and ending upon the return of all personnel of the Assisting Utility, after

providing the assistance requested, to their residence or place of Work, whichever is first to occur.

- G. SCHEDULE OF EQUIPMENT RATES – The latest rates published by Federal Emergency Management Agency under the response and recovery directorate applicable to major disasters and emergencies.
- H. WORK OR WORK-RELATED PERIOD – Any period of time in which either the personnel or equipment of the Assisting Utility are being used by the Damaged Utility to provide assistance. Specifically included within such period of time are rest breaks when the personnel of the Assisting Utility will return to active Work within a reasonable time. Also, included is mutually agreed upon rotation of personnel and equipment.

ARTICLE III. PROCEDURE

In the event that a particular utility becomes a Damaged Utility, the following procedure shall be followed:

- A. The Damaged Utility shall contact the Authorized Representative of one or more of the participating utilities and provide them with the following information:
 - 1. a general description of the damage sustained;
 - 2. the part of the water/wastewater system for which assistance is needed;
 - 3. the amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed;
 - 4. the present weather conditions and the forecast for the next twenty-four hours; and
 - 5. a specific time and place for a representative of the Damaged Utility to meet the personnel and equipment of the Assisting Utility.
 - 6. The identification of Work conditions and special constraints such as availability of fuel supplies, lodging/meal support, medical facilities, security, communications, etc.

- B. When contacted by a Damaged Utility, the Authorized Representative of a Participating Utility shall assess his utility's situation to determine whether it is capable of providing assistance. No Participating Utility shall be under any obligation to provide assistance to a Damaged Utility. If the Authorized Representative determines that the Assisting Utility is capable of and willing to provide assistance, the Assisting Utility shall so notify the Authorized Representative of the Damaged Utility and providing the following information:
1. a complete description of the personnel, equipment and materials to be furnished to the Damaged Utility.
 2. the estimated length of time the personnel, equipment and materials will be available;
 3. the work experience and ability of the personnel and the capability of the equipment to be furnished;
 4. the name of the person or persons to be designated as supervisory personnel; and
 5. the estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Damaged Utility.
- C. The personnel and equipment of the Assisting Utility shall remain, at all times, under the direct supervision and control of the designated supervisory personnel of the Assisting Utility. In instances where only equipment is provided by the Assisting Utility, the ownership of said equipment shall remain with the Assisting Utility and said equipment shall be returned to the Assisting Utility immediately upon request. Representatives of the Damaged Utility shall suggest Work assignments and schedules for the personnel of the Assisting Utility; however, the designated supervisory personnel of the Assisting Utility shall have the exclusive responsibility and authority for assigning Work and establishing Work schedules for the personnel of the Assisting Utility. The designated supervisory personnel shall maintain daily personnel time records and a log of equipment hours, be responsible for the

operation and maintenance of the equipment furnished by the Assisting Utility, and report Work progress to the Damaged Utility.

- D. The Damaged Utility shall have the responsibility of providing food and housing for the personnel of the Assisting Utility from the time of departure from their regularly scheduled Work location until the time of return to their regularly scheduled Work location. The food and shelter provided shall be subject to the approval of the supervisory personnel of the Assisting Utility. If not agreeable, food and shelter shall be provided and paid for as determined by mutual agreement.
- E. The Damaged Utility shall have the responsibility of providing communications between the personnel of the Assisting Utility and the Damaged Utility.

ARTICLE IV. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be agreed to prior to the providing of such assistance and shall be in accordance with the following provisions:

- A. PERSONNEL – During the Period of Assistance, the Assisting Utility shall continue to pay its employees according to its then prevailing rules and regulations. The Damaged Utility shall reimburse the Assisting Utility for all direct and indirect payroll costs and expenses incurred during the Period of Assistance, including, but not limited to, employee pensions and benefits.
- B. EQUIPMENT – The Assisting Utility shall be reimbursed for the use of its equipment during the Period of Assistance according to the SCHEDULE OF EQUIPMENT RATES established and published by FEMA. If an Assisting Utility uses an alternate basis of rates for equipment listed on the FEMA Schedule of Equipment Rates it shall provide such rates to the Damaged Utility prior to providing assistance. Rates for equipment not referenced on the FEMA Schedule of Equipment Rates shall be developed based on actual recovery of costs.

- C. MATERIALS AND SUPPLIES – The Assisting Utility shall be reimbursed for all materials and supplies furnished by it and used or damaged during the Period of Assistance, unless such damage is caused by negligence of the Assisting Utility's personnel. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged, plus ten (10) percent of such cost. In the alternative, the parties may agree that the Damaged Utility will replace, with a like kind and quality as determined by the Assisting Utility, the materials and supplies used or damaged.
- D. PAYMENT – Unless mutually agreed otherwise, the Assisting Utility should bill the requesting utility for all expenses not later than ninety (90) days following the Period of Assistance. The requesting utility shall pay the bill in full not later than forty-five (45) days following the billing date. Unpaid bills shall become delinquent upon the forty-fifth (45th) day following the billing date, and once delinquent shall accrue interest at the rate of prime plus two percent (2%) per annum as reported by the Wall Street Journal.
- E. DISPUTED BILLINGS – Those undisputed portions of a billing should be paid under this payment plan. Only the disputed portions should be sent to arbitration under Article VI.

ARTICLE V. INSURANCE

Each Participating Utility shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Nothing herein shall act or be construed as a waiver of any sovereign immunity or other exemption or limitation on liability that a Participating Utility may enjoy.

ARTICLE VI. ARBITRATION

All disputes between two or more participating utilities arising from participation in this Agreement, which cannot be settled through negotiation, shall be submitted to binding arbitration before a panel of three persons chosen from the members of this Mutual Aid Agreement which are participating utilities, excluding those members that are parties to the dispute.

Each party to the dispute shall choose one panel member and those panel members shall agree on one additional panel member.

The panel shall adopt rules of procedure and evidence, shall determine all issues in dispute by majority vote and shall assess damages. The decision of the panel shall be final and binding upon the parties to the dispute.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the participating utility listed here, as a Participating Utility duly executes this Water/ Wastewater Mutual Aid Agreement this _____ day of _____, 20 ____ .

Water/Wastewater Utility Representative(s):

By: _____

By: _____

Title: _____

Title: _____

Please Print Name

Please Print Name

Name of Participating Utility: _____

Please Print Name of Utility

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /
Wayne Carragino, City Manager

MEETING DATE

June 20, 2024

REQUESTED MOTION/ACTION

Approve the Memorandum Of Understanding (MOU) between the School Board of Brevard County and the City of Cocoa Beach for School Resource Officer (SRO) services. This one-year MOU aligns with the MOU between the School Board of Brevard County and the Brevard County Sherriff's Office for the 2024-25 school year. For the 2024-25 school year, the School Board of Brevard County will reimburse the City \$72,000 per SRO for law enforcement services, which includes a portion of the salary, benefits, and associated costs, for up to the assigned two (2) SRO(s), and for a total not to exceed \$144,000.00. This is a budgeted item.

Representatives: Wes Mullins, Interim Police Chief; Wayne Carragino, City Manager

Recommendation: Approve

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

Approve the MOU for SRO services by the School Board of Brevard County, with modifications noted in the Memorandum from the School Board to the City.

- All MOU dates for the 2024-25 school year have been changed.
- For the 2024-25 school year, the Board will pay \$72,000 per SRO.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”), is entered into and made effective this 1st day of July, 2024, irrespective of when signed, by and between **THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA**, hereinafter called the “**BOARD**,” and the **CITY OF COCOA BEACH, FLORIDA**, hereinafter called the “**CITY**,” each individually a “Party,” collectively “Parties.”

WITNESSETH:

WHEREAS, the BOARD and the CITY desire to assign School Resource Officers (“SROs”) to school campus(es) within the CITY for a period of not more than 190 days during the school year; and

WHEREAS, in accordance with the Marjory Stoneman Douglas High School Public Safety Act, the BOARD and the CITY believe that this partnership will improve communication among local law enforcement entities, the Florida Department of Juvenile Justice, the Florida Department of Children and Families, the Florida Department of Law Enforcement, community behavioral health providers, and the Brevard Public School District, to increase school and district security efforts and services, provide prevention/intervention strategies, and provide/expand opportunities for safety and security training and awareness for the BOARD’s staff members, as well as the faculty and students attending the schools under the jurisdiction of the BOARD and the parents of such students;

NOW, THEREFORE, in consideration of the covenants and promises made below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated into this MOU.
2. This MOU shall be effective commencing July 1, 2024, and terminate on June 30, 2025, unless otherwise terminated earlier as provided herein. After the expiration of the term ending on June 30, 2025, this Agreement may be renewed by the Parties for successive one-year periods (commencing on July 1st and ending on June 30th of each successive year) upon the written agreement of the Parties. Thus, the Agreement will not automatically renew and any renewal can only occur upon the written agreement of the Parties.

Either Party may terminate this MOU upon ninety (90) days' written notice to the other Party. Any termination of this MOU that results in overpayment to the CITY will result in the return of funds to the BOARD equal to the proportionate amount of time remaining in the MOU.

3. The CITY shall assign up to two (2) SRO(s), each a sworn law enforcement officer(s), to work up to Two Hundred Twenty (220) days, concurrent to the School Board of Brevard County's teacher work calendar and inclusive of student attendance days, including Extended School Year (ESY also known as summer school). Each SRO shall be assigned to designated Brevard Public School campuses to provide security, preparation drills, safety training, and safety awareness related programs to the respective school campus, students, employees, volunteers, and visitors of the Brevard Public School District. The CITY will provide a minimum of two (2) SRO(s) for the start of the 2024-25 school year. Assignments of SRO(s) to school campuses shall be coordinated with ***Major Robert Cline, Director of District and School Security at 2700 Judge Fran Jamieson Way, Viera, FL 32940.*** Assignments will be made to support the following schools: Cocoa Beach Jr./Sr. High and Roosevelt Elementary.
4. **Consideration Clause FY 2024-2025:** With respect to the term commencing on July 1, 2024, and terminating on June 30, 2025, the BOARD agrees to reimburse the CITY a flat-fee of Seventy-Two Thousand and 00/100 Dollars (\$72,000.00) per SRO for law enforcement services, which includes a portion of the salary, benefits, and associated costs of the CITY as agreed upon for up to the assigned two (2) SRO(s), for a total not to exceed amount of One Hundred Forty-Four Thousand and 00/100 Dollars (\$144,000.00). If an SRO position remains vacant or becomes vacant, payment will only be made on prorated basis based on the number of days remaining in a school year once the SRO is assigned to a school (or based on days SRO services are provided).
5. **FY 2024-2025:** The CITY shall be responsible for making salary payments and providing benefits to the SRO(s). The BOARD shall reimburse the CITY in four (4) equivalent installments calculated to include the following: the quarterly cost of each assigned SRO contemplated in Paragraph 3 and 4 above due on or before August 1, 2024 (covering the period beginning July 1, 2024, through September 30, 2024); November 1, 2024 (covering the period beginning October 1, 2024, through December 31, 2024); February 1, 2025 (covering the period beginning January 1, 2025, through March 31, 2025);

and April 1, 2025 (covering the period beginning April 1, 2025, through June 30, 2025). *All invoices should be submitted to **Major Robert Cline**, Director of District and School Security at 2700 Judge Fran Jamieson Way, Viera, FL 32940.*

6. The CITY shall provide the law enforcement equipment and training related to the services provided by the SRO(s).
7. The Parties understand and agree that the SRO(s), in rendering services provided for by this MOU, is/are doing so as an employee of the CITY and not as an officer, agent, or employee of the BOARD.
8. BOARD members or any employee under the jurisdiction of the BOARD shall not conduct an internal or administrative investigation or inquiry of alleged improper conduct on the part of any employee of the CITY. All concerns or allegations of improper conduct shall be forwarded immediately upon receipt by the Superintendent or designee to the Chief of Police or designee.
9. The SRO(s) shall comply with the provisions specified in Section 1006.12, Florida Statutes (the School Resource Officer Program).
10. At any time during the school year when students are not in school, or at the conclusion of the regular school year, to include ESY (summer school), the SRO(s) may be assigned other law enforcement duties by the Chief of Police. The Parties agree that if ESY (summer school) is scheduled for a school the CITY provides SRO services, the CITY will provide the services for ESY to assist the School Board with complying with their requirements of armed protection while students are present. These services do not financially impact this MOU or the agreed upon financial consideration.
11. During critical incidents, such as, but not limited to, natural disasters or declared emergencies by the federal government, Governor of Florida, Brevard County Commission, Brevard County Emergency Operations Center Policy Group, or CITY, the Parties shall discuss the specific role and activities of the SROs to accomplish the needs of the BOARD and the CITY throughout the time period of the critical incident, but at no time can either Party fail to fulfill the respective obligations by each Party as contained in this MOU, and Exhibit I and Exhibit II, to include funding, without mutually agreed written

agreement. However, if the CITY is unable due to the nature of the critical incident, not due to any action or directive from the BOARD or employees, representatives or agents of the BOARD, to provide the services for which the CITY is obligated to provide pursuant to this MOU, the BOARD shall not be obligated to pay for services that are not being rendered or offered to be rendered by the CITY.

12. At all material times, the SRO(s) shall wear the CITY's Police Department uniform or other attire as authorized by the Chief of Police.
13. The Parties agree that each Party shall be responsible for any economic damages that result from the negligence or intentional acts of such Party or such Party's employees, officers, agents, or attorneys.
14. The BOARD and CITY acknowledge that each entity is an agency or subdivision of the State of Florida. To the extent permitted in Section 768.28(19), Florida Statutes, each Party shall indemnify, defend, and hold harmless, and free from the liability, the other Party, its officers, agents, or employees while acting as such from all damages, costs, and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the services contemplated hereunder except to the extent caused by the sole negligence of a Party.
15. The provisions of this MOU are in no event intended to constitute a waiver of, or in any way affect or impinge, the rights, privileges and immunities of any Party provided or arising pursuant to the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any corresponding provisions of law.
16. The CITY agrees to the goals and guidelines stipulated in the attached Exhibits I and II, which are incorporated by reference herein and made a part hereof.
17. This MOU and respective Exhibits I and II, constitute the entire agreement between the Parties and contains all of the agreements described herein between the Parties with respect to the subject matter contained herein. This MOU supersedes all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this MOU and respective Exhibits I and II.

18. No provision of this MOU may be changed or modified except by written agreement signed by the Parties.
19. This MOU is for the benefit of BOARD and the CITY. No other person is intended to be a beneficiary under this MOU. No employee of the CITY shall derive any property right in his/her employment not otherwise enjoyed by such employee, by virtue of this MOU. Furthermore, neither the CITY nor the BOARD assumes any duties to any individual, including foreseeable victims of crime, not otherwise imposed by common law, by virtue of the execution of this MOU.
20. The Parties acknowledge that, by the signing of this MOU, they have the right, power, legal capacity, and authority to enter into, and perform their respective obligations under this MOU, and no approvals or consents of any persons other than the Parties are necessary in connection with this MOU.
21. The Parties shall not assign nor transfer their respective obligations under this MOU, but this MOU shall continue in full force and effect notwithstanding the election or appointment of a Chief of Police who succeeds the CITY in office. This MOU shall be binding on the Parties' respective successors.
22. Notwithstanding any provisions in this MOU to the contrary, if the BOARD does not provide funding to the CITY to provide services pursuant to this MOU or any appendix contained or referenced, the CITY may terminate this MOU without incurring any further liability or obligations to the BOARD.
23. The BOARD has designated the Major and the CITY has designated the Chief of Police for the purpose of implementing the terms of this MOU.
24. To the extent that any provision of this MOU shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this MOU, and the validity and enforceability of the remainder of such provision, if any, and of this MOU shall be unaffected.
25. This MOU shall be subject to and governed by the laws of the State of Florida, without regard to that state's conflict of laws principles. Venue for any action to interpret or enforce this MOU or that otherwise arises out of this MOU, shall lie exclusively in the appropriate state court in and for Brevard County, Florida.

26. This MOU may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
27. The Parties acknowledge that many of their communications and documentation pertaining to this MOU may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section 119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this MOU, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems / features, personnel schedules, duties, assignments, security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.
28. **IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 AND 281, FLORIDA STATUTES, TO THE BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THE BOARD SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS (CURRENTLY _____) AT 321-_____ OR AT EMAIL: _____ OR AT ADDRESS: _____, (ATTENTION: RECORDS).**
29. **IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 AND 281, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THE CITY SHALL CONTACT THE BOARD'S CUSTODIAN OF PUBLIC RECORDS AT 321-633-1000, EXT. 11453, OR AT SCHOOL BOARD OF BREVARD COUNTY, ATTENTION: RECORDS, 2700 JUDGE FRAN JAMIESON WAY, VIERA, FLORIDA 32940.**

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the authorized representatives of the each of the Parties hereto sign this MOU below on the date specified below, but in all events effective July 1, 2024.

**CITY OF COCOA BEACH,
FLORIDA**

BY _____

Dated: _____, 2024

Approved as to form:

Dated: _____, 2024

Attachments: Exhibit I
 Exhibit II

**THE SCHOOL BOARD OF
BREVARD COUNTY, FLORIDA**

BY _____
Megan Wright, Chairperson

Dated: _____, 2024

BY _____
Mark J. Rendell, Ed.D.,
Superintendent

Dated: _____, 2024

Approved as to form:

Paul Gibbs, General Counsel
School Board of Brevard County, Florida

Dated: _____, 2024

Exhibit I

SCHOOL RESOURCE OFFICER PROGRAM GOALS

1. To enhance student safety and improve the security of school campuses;
2. To develop and promote positive relationships between students and law enforcement officers;
3. To foster a better understanding of law enforcement officers in the community;
4. To develop positive concepts of law enforcement;
5. To identify and prevent delinquent behavior through counseling and referral;
6. To provide assistance and support for victims of crime identified within the school setting, including abused children;
7. To develop a better appreciation of citizenship, citizens' rights, obligations, and responsibilities;
8. To provide information about crime prevention;
9. To enhance knowledge of the fundamental concepts and structure of the law;
10. To provide materials and consultative assistance to teachers and parents on various law education topics.

Exhibit II

SCHOOL RESOURCE OFFICER PROGRAM GUIDELINES

1. The School Resource Officer (SRO) is a CITY police officer and shall remain exclusively an employee of the CITY and responsible to the police department chain of command.
2. Prior to the first day of school, the SRO will present to the Principal a written plan of action for the school year. The plan should include the SRO's work and activities schedule, and if appropriate, his/her work schedule and duties for District pre-planning and post-planning activities. This plan should also include an outline of classroom presentations that may be conducted by the SRO, as well as the number of instructional hours that the SRO may provide.
3. Not less than one (1) time per semester, the SRO and Principal will meet to review the SRO's plan of action and verbally discuss the SRO's progress. As necessary, additional meetings may be requested by either the Principal or the SRO to review the progress of the plan of action.
4. The SRO may be asked to provide supplemental instruction at the discretion of the Principal, as qualified. The Attorney General's (SRO Basic and Advanced Training) philosophy with regard to in-class SRO presentations will be used as a guide.
5. The SRO will engage with students in the following ways: before school during student arrival, between class breaks and during lunch periods, and after school during student dismissal.
6. The SRO shall report to his/her assigned school Principal daily. The SRO shall be assigned specifically to the school during all regular school days. If the SRO is called away from the school for a portion of the school day, the SRO shall notify the Principal and Cocoa Beach Police Department supervision. The Cocoa Beach Police Department, in conjunction with the BPS Office of District and School Security, will work to ensure appropriate coverage at the school is provided.

7. If the SRO witnesses inappropriate or unacceptable activity on campus, he/she shall report the incident to the school administration and, as appropriate, take law enforcement action. Both police department and school administrative procedures shall be followed. In the event of a policy conflict, police department policy and procedure shall prevail. The SRO shall avoid making arrests on school grounds except under exigent circumstances. If arrest is necessary, the SRO will be called to execute proper law enforcement procedure. If at all possible, the SRO should coordinate arrest and other operational strategies with the Principal.
8. Should it become necessary for the SRO to conduct a formal law enforcement interview with a student, the interview should be coordinated with the Principal, parents shall be notified by school staff, and police department policy will be followed.
9. The SRO is encouraged to attend parent, faculty, and staff meetings, as a part of the school administrative team, and to develop support and cultivate an understanding of the SRO program.
10. After consultation and approval of the Chief of Police or his/her designee, the Principal may request an SRO adjust his/her schedule and, as appropriate, may assign the SRO to duties after regular school hours, such as sponsoring extracurricular events, chaperoning field trips, or other after school activities. Any such request shall not conflict with police department policy, the officer's collective bargaining agreement, or result in overtime expenses to either the police department or the District. These after-school activities will be under the supervision of school personnel. The District will not compensate the SRO in an overtime capacity. (This does not include activities such as football games, basketball games, and school dances for which a separate contract of service is required).
11. All overtime shall be approved in advance by the SRO's law enforcement supervisor. Overtime expenses shall be borne by the CITY and not the District.
12. As determined by the police department, the SRO shall submit activity reports to be reviewed by the Principal and the Director of District and School Security.

13. The SRO has the authority to request a review of contract provisions after reasonable review and conferencing between the SRO and the Principal has occurred. The following procedures should be followed:

A. The SRO will request that a review of the contract provisions be completed stating the reasons for the request in writing. The request will be directed to the SRO's law enforcement supervisor, with a copy being provided to the Principal. A copy of that request must also be provided to the Chief of Police or his/her designee and the Director of the Office of District and School Security.

B. Within a reasonable period of time after receiving the request for review from the SRO, the Director of the Office of District and School Security will meet with the Chief of Police, or his/her designee, to mediate or resolve any contract provision concerns that may exist between the SRO and the staff at his/her assigned school.

1. With the approval of the Chief of Police or his/her designee, and the Director of the Office of District and School Security, the SRO, and specified members of the school staff, may be required to be present at a mediation meeting.

2. If, within a reasonable amount of time after commencement of mediation, the contract provision concerns cannot be resolved or mediated, in the opinion of both the Chief of Police, and the Director of the Office of District and School Security, or designees thereof, a reasonable alternative action will be identified and agreed upon in writing.

14. If, in the opinion of the Principal, the SRO is no longer effective in his or her role as an SRO, the Principal may request the reassignment of the SRO from his/her duties at school. In such cases, the following procedure should be followed:

A. The Principal will meet with the SRO, and the SRO's law enforcement supervisor and express the concerns and needs of the school. The Principal will work collaboratively with the SRO and SRO's law enforcement supervisor to clearly identify in writing their expectations, as well as the SRO's agreed upon school related duties

and responsibilities. As appropriate, the SRO's law enforcement supervisor may implement a written action plan.

B. If, after reasonable review and discussion between the SRO, the SRO law enforcement supervisor and the Principal has occurred, in the opinion of the Principal the SRO's effectiveness remains questionable, the Principal may request the SRO be reassigned from their position at their assigned school.

C. The Principal shall contact the Director of District and School Security and request that the SRO be removed from the program at his/her school.

15. School Board employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO. The Principal or any other BOARD employee shall report all allegations of improper conduct to either the SRO's law enforcement supervisor or to the police department Internal Affairs function.

16. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO shall be assigned other duties by the Chief of Police.

May 29, 2024

MEMORANDUM

TO: Wes Mullins, Cocoa Beach Chief of Police
Robin Hayes, Cocoa Beach City Manager

FROM: Rachad T. Wilson, Chief Operating Officer



SUBJECT: Memorandum of Understanding for School Resource Officers – 2024-25

Attached is the 2024-25 Memorandum of Understanding (MOU) for School Resource Officers. This is a one-year MOU that aligns with the 2024-25 MOU between the School Board of Brevard County and the Brevard County Sheriff's Office. The BCSO MOU was approved by the School Board at their meeting on May 28, 2024. If the attached MOU meets your approval, we would like to present it to the School Board for their approval on Tuesday, June 25, 2024.

Modifications to the BCSO MOU and for your municipality's Police Department include the following:

- All MOU dates have been changed for the 2024-25 school year.
- For the 2024-25 school year, the Board will pay \$72,000 per SRO.
- SRO workdays from 190 to up to 220, to include ESY (also known as summer school).

If you wish to discuss the MOU or if you have any questions, please contact me at 321-633-1000, ext. 11229, or email me at Wilson.Rachad@brevardschools.org

After the MOU is approved by the City of Cocoa Beach, **please return two signed MOUs by June 7th** to:

Mr. Rachad T. Wilson, Chief Operating Officer
School Board of Brevard County
2700 Judge Fran Jamieson Way
Viera, FL 32940

The MOU will then be presented to the School Board for the approval/signatures, and a signed MOU will be returned to you.

Thank you for all you do to keep our students, our staff, and the rest of the community safe!

Rachad T. Wilson
Chief Operating Officer
Phone: (321)633-1000. Ext. 11229

