



Meeting Agenda
Thursday, September 19, 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 Pastor Keith Capizzi, Club Zion
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. BUDGET HEARING

1. Approve Resolution No. 2024-21, A Resolution Of The City Commission of the City of Cocoa Beach of Brevard County, Florida, adopting the final levying of ad valorem taxes for the appropriations to be paid out of the General Fund during the Fiscal Year 2025 of the City Of Cocoa Beach, Florida; Providing for an effective date.

Resolution No.2024-21 adopts the Millage rate of 6.1644 mills for Fiscal Year 2025. The Tentative Millage rate of 6.1644 mills is **8.25% higher than the rollback rate of 5.6945 mills.**

Pursuant to Florida Statue 200.065 (2), the first substantive issue discussed at the second public hearing to adopt the final millage rate and budget will be the millage.

This final millage rate must be adopted before the budget, by separate votes. The Commission adopted a tentative millage rate of 6.1644 mils. at the first public hearing on September 4, 2024. The final millage rate may not exceed this, but may be lower.

The staff has prepared the budget based on a millage rate of 6.1644 mills,

which is the same as the current year millage rate of 6.1644, and is a tax increase. The legislatively prescribed tax rate that gives local government the same tax revenue as the year before (i.e. rolledback rate) is 5.6945 mills. The proposed millage rate of 6.1644 mills is 8.25% higher than the rollback rate of 5.6945 mills, which is a tax increase.

Recommendation: Approve

2. Approve Resolution No.2024-22, A Resolution of the City Commission of the City of Cocoa Beach, Brevard County Florida, adopting the final budget for the Fiscal Year 2025 of the City of Cocoa Beach, Florida; providing for an effective date. The total budget is \$123,248,506, which includes the capital improvement expenditures.

The final budget is being presented and must be adopted by a separate vote from the millage. Resolution No. 2024-22 establishes an operating budget for FY2025.

The proposed budget was discussed at the July 2, 2024 and July 18, 2024 budget workshops, and tentatively adopted by the Commission at the first hearing on September 4, 2024.

Representatives: Patrisha Draycott, Chief Financial Officer; Wayne Carragino, City Manager

3. Approve Resolution No.2024-23, A Resolution of the City Commission of the City of Cocoa Beach, Florida, adopting a Five-Year Capital Improvements Program, to include the Fiscal Year 2025 Capital Improvements Budget and adopting a Proposed Capital Improvements Program for the next Four Fiscal Years 2025 - 2029 which may be revised and extended each year with regard to capital improvements.

Representatives: Patrisha Draycott, Chief Financial Officer; Wayne Carragino, City Manager

Recommendation: Approve

4. Approve Resolution No. 2024-25. A Resolution of the City Commission of the City of Cocoa Beach of Brevard County, Florida, adopting changes to the Financial Policies and Practices in the FY2025 Budget, Exhibit A.

Representatives: Patrisha Draycott, Chief Financial Officer; Wayne Carragino, City Manager

Recommendation: Approve

5. Approve Resolution No. 2024-01 A Resolution of the City Commission of the City of Cocoa Beach, Brevard County, Florida, adopting the final Community Redevelopment Agency Budget for the Fiscal Year 2025 of the City of Cocoa Beach.

Staff Representative: Devan Taly, Director of Grants & Special Projects

D. 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.

E. STAFF REPORTS AND ANNOUNCEMENTS

F. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

G. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

H. SPECIAL PRESENTATIONS

1. Proclamation - Proclaiming the week of September 15th, 2024 - Surgical Technologist's Week.
Representative Charles Robinson will attend to receive.

I. CONSENT AGENDA

1. Approve Meeting September 4, 2024 Minutes
Staff Representative: City Clerk's Office
2. Approve contract CB 24 - 008 with Mauldin & Jenkins, LLC, Certified Public Accountants.
Staff Representative: Patrisha Draycott, Chief Financial Officer
3. Request approval to contract with Geosyntec Consultants Firm for the Cocoa Beach Stormwater Vulnerability Assessment. If unable to negotiate with the first firm, authorize City staff to negotiate a contract with the next rated firm that the City Manager can approve. This is a budgeted item.
Staff Representative: Devan Taly, Director of Grants & Special Projects
4. Ratify the following three-year union contract, for the period of October 1, to September 30, 2027, between the City of Cocoa Beach and:
 - a. The Florida State Lodge Fraternal Order of Police Inc. (FOP).
 - b. Local 3570, The International Association of Fire Fighters (IAFF) {updated 9-17-2024}Staff Representative: Cindy DePina, Director of Human Resources and Patrisha Draycott, CFO
5. Approve the Second Amendment of the Legal Services Contract with Vose Law Firm. This is a minor amendment to the City Attorney contract relating to the method of billing with no impact on the amount of fees or costs billed.
Staff Representative: Becky Vose, City Attorney.

J. ITEMS REMOVED FROM THE CONSENT AGENDA

K. UNFINISHED BUSINESS

1. Adopt Ordinance 1693 on second reading:
An Ordinance of the City of Cocoa Beach, Florida, amending City of Cocoa Beach Code of Ordinances, Section 15-17, “restrictions on camping” and section 30-29 “classes of violations and associated civil penalties”; providing for findings and intent; prohibiting overnight public camping and sleeping;

providing for exceptions to the prohibition; providing for enforcement of section 15-17; Providing general clean-up changes; and providing for severability, conflicts, codification, and an effective date.

This ordinance is to prevent potential conflicts with the County or the new State law (Section 125.0231, Florida Statutes), it is recommended that the City Commission adopt by Ordinance a prohibition of public camping or sleeping. Adopting a zero-tolerance policy for camping or sleeping on municipal property will head off any potential costs associated with potential litigation from citizens or business owners negatively impacted by camping or sleeping on city property. The first reading was September 4th, 2024.

Staff Representative: Becky Vose, City Attorney

L. NEW BUSINESS

1. Requesting permission to enter into contract negotiations with Nutt Construction, the highest ranked bidder, for the golf course irrigation project.
Total project cost - \$2,129,300.00
This is a budgeted project.
Representative: Scott Maxim, Project Manager
2. **First Reading of Ordinance 1689:** Moved to October 3rd, 2024 - Due to text modification and re-advertisement.

M. GENERAL PUBLIC COMMENT

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

N. ADJOURNMENT

City of Cocoa Beach City Commission Agenda Item Summary

DEPARTMENT MAKING
REQUEST/NAME:

Finance /

MEETING DATE

September 19, 2024

REQUESTED MOTION/ACTION

Approve Resolution No. 2024-21, A Resolution Of The City Commission of the City of Cocoa Beach of Brevard County, Florida, adopting the final levying of ad valorem taxes for the appropriations to be paid out of the General Fund during the Fiscal Year 2025 of the City Of Cocoa Beach, Florida; Providing for an effective date.

Resolution No.2024-21 adopts the Millage rate of 6.1644 mills for Fiscal Year 2025.

The Tentative Millage rate of 6.1644 mills is **8.25% higher than the rollback rate of 5.6945 mills.**

Pursuant to Florida Statue 200.065 (2), the first substantive issue discussed at the second public hearing to adopt the final millage rate and budget will be the millage.

This final millage rate must be adopted before the budget, by separate votes.

The Commission adopted a tentative millage rate of 6.1644 mills. at the first public hearing on September 4, 2024. The final millage rate may not exceed this, but may be lower.

The staff has prepared the budget based on a millage rate of 6.1644 mills, which is the same as the current year millage rate of 6.1644, and is a tax increase. The legislatively prescribed tax rate that gives local government the same tax revenue as the year before (i.e. rolledback rate) is 5.6945 mills. The proposed millage rate of 6.1644 mills is 8.25% higher than the rollback rate of 5.6945 mills, which is a tax increase.

Recommendation: Approve

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

RESOLUTION NO. 2024 - 21

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH OF BREVARD COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE APPROPRIATIONS TO BE PAID OUT OF THE GENERAL FUND DURING THE FISCAL YEAR 2025 OF THE CITY OF COCOA BEACH, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Cocoa Beach of Brevard County, Florida, on September 19, 2024 adopted Fiscal Year 2025 Final Millage Rates following a public hearing as required by Florida statute 200.065.

WHEREAS, the City of Cocoa Beach of Brevard County, Florida, held a public hearing as required by Florida statute 200.065 and,

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the City of Cocoa Beach, Brevard County has been certified by the Brevard County Tax Appraiser to the City of Cocoa Beach as \$ 3,163,060,384.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, that:

1. The FY 2025 operating millage rate is 6.1644 mills, which is greater than the rolled-back rate of 5.6945 mills by 8.25%.
2. This Resolution will take effect immediately upon its adoption.

DULY ADOPTED at a public hearing this 19th day of September 2024.

Upon Motion by Commissioner _____ and Seconded by Commissioner _____ this Resolution was duly adopted at a Meeting of the City Commission of the City of Cocoa Beach, Florida, held on the 19th day of September, 2024.

Ayes: _____
Nays: _____
Absent and Abstaining: _____

ATTEST:

Karin Grooms
City Clerk

Keith Capizzi,
Mayor-Commissioner

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Finance /

MEETING DATE

September 19, 2024

REQUESTED MOTION/ACTION

Approve Resolution No.2024-22, A Resolution of the City Commission of the City of Cocoa Beach, Brevard County Florida, adopting the final budget for the Fiscal Year 2025 of the City of Cocoa Beach, Florida; providing for an effective date. The total budget is \$123,248,506, which includes the capital improvement expenditures.

The final budget is being presented and must be adopted by a separate vote from the millage. Resolution No. 2024-22 establishes an operating budget for FY2025.

The proposed budget was discussed at the July 2, 2024 and July 18, 2024 budget workshops, and tentatively adopted by the Commission at the first hearing on September 4, 2024.

Representatives: Patrisha Draycott, Chief Financial Officer; Wayne Carragino, City Manager

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

	GENERAL FUND	SPECIAL REVENUE FUNDS	ENTERPRISE FUNDS	INTERNAL SERVICE FUNDS	TOTAL ALL FUNDS
EXPENDITURES					
General Government	7,546,310	835,225	897,206	2,983,005	12,261,746
Public Safety	14,838,703	-	-	-	14,838,703
Physical Environment	18,932,018	10,318,687	26,834,610	-	56,085,315
Transportation	7,291,780	-	-	-	7,291,780
Culture and Recreation	5,233,504	-	-	-	5,233,504
Other Financing Uses	1,534,966	397,750	2,027,624	-	3,960,340
TOTAL EXPENDITURES	55,377,281	11,551,662	29,759,440	2,983,005	\$ 99,671,388
Transfers Out	675,000	2,169,680	2,140,176	-	4,984,856
Fund Balances/Reserves/Net Assets	11,353,714	3,367,629	880,841	2,990,078	18,592,262
TOTAL APPROPRIATED EXPENDITURES					
TRANSFERS, RESERVES & BALANCES	\$ 67,405,995	\$ 17,088,971	\$ 32,780,457	\$ 5,973,083	\$ 123,248,506

The Expenditures amount of the budget are costs representing (cash) spending.

-Added 9/16/24

RESOLUTION NO. 2024 - 22

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, BREVARD COUNTY FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR 2025 OF THE CITY OF COCOA BEACH, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Cocoa Beach, Florida has held the first of two public hearings on Wednesday, September 4, 2024 as required by Florida Statutes 200.065 to discuss the proposed operating budgets of the City of Cocoa Beach for the Fiscal Year 2025 beginning October 1, 2024 and ending September 30, 2025; and,

WHEREAS, the first public hearing was duly noticed and advertised; and,

WHEREAS, at the first public hearing the City Commission of the City of Cocoa Beach, Florida set forth the proposed expenditure appropriations and revenue estimates for the Fiscal Year 2025 operating budgets for all funds totaling \$ 123,248,506; and,

WHEREAS, the second public hearing was duly noticed, advertised and held on Thursday, September 19, 2024; and,

WHEREAS, the City of Cocoa Beach, Brevard County, Florida set forth the appropriations and revenue estimates for the Budgets for Fiscal Year 2025 in the amount of \$ 123,248,506 as shown in Exhibit A (attached).

Upon Motion by Commissioner _____ and Seconded by Commissioner _____ this Resolution was duly adopted at a Meeting of the City Commission of the City of Cocoa Beach, Florida, held on the 19th day of September, 2024.

Ayes: _____
Nays: _____
Absent and Abstaining: _____

ATTEST:

Karin Grooms
City Clerk

Keith Capizzi,
Mayor-Commissioner

**FISCAL YEAR 2025
BUDGET
SOURCES & USES OF FUNDS BY DEPARTMENT & CATEGORY
(EXHIBIT A)**

GENERAL FUND	Sources	USES BY CATEGORY					TOTAL
		Personnel Services	Operating	Capital Outlay	Debt Service	Other/ Transfers	
Funds Forward	17,341,468	—	—	—	—	—	17,341,468
REVENUE							
Ad Valorem Taxes	17,763,105	—	—	—	—	—	17,763,105
Local Option & Utility Taxes	3,073,443	—	—	—	—	—	3,073,443
Business Taxes & Permits	1,876,483	—	—	—	—	—	1,876,483
Intergovernmental	13,137,697	—	—	—	—	—	13,137,697
Charges For Services	10,402,986	—	—	—	—	—	10,402,986
Fines & Forfeitures	69,450	—	—	—	—	—	69,450
Miscellaneous	1,712,641	—	—	—	—	—	1,712,641
Other Receipts	2,028,722	—	—	—	—	—	2,028,722
Total Revenue	50,064,527	—	—	—	—	—	50,064,527
Total Sources	67,405,995	—	—	—	—	—	67,405,995
EXPENDITURES							
Commission	—	32,740	62,075	—	—	95,000	189,815
City Attorney	—	—	252,000	—	—	—	252,000
City Manager	—	597,160	45,855	—	—	3,500	646,515
Human Resources	—	387,835	105,463	—	—	—	493,298
City Clerk	—	269,975	77,780	—	—	—	347,755
Finance	—	1,002,175	153,710	—	—	—	1,155,885
Finance/Metered Parking	—	140,076	400,842	15,500	—	—	556,418
Information Technology	—	627,925	1,399,962	55,000	—	15,000	2,097,887
Police	—	6,049,085	382,372	170,826	—	—	6,602,283
Beach Rangers	—	115,950	7,371	—	—	—	123,321
Parking Enforcement	—	172,800	10,538	—	—	—	183,338
Communications	—	1,040,556	136,139	168,225	—	—	1,344,920
Fire	—	5,584,531	687,610	68,900	—	1,500	6,342,541
Emergency Medical Service	—	—	105,100	81,000	—	—	186,100
Community Paramedic Program	—	46,300	9,900	—	—	—	56,200
Public Works	—	2,372,875	5,191,525	14,461,966	—	—	22,026,366
Fleet	—	509,650	650,508	2,195,149	—	—	3,355,307
Development Services - Zoning	—	480,100	154,175	—	—	—	634,275
Code Enforcement Officers	—	188,550	19,300	—	—	—	207,850
Leisure Services	—	2,462,165	1,564,410	1,206,929	—	—	5,233,504
General Appropriations	—	9,000	1,797,737	—	1,534,966	675,000	4,016,703
Total Expenditures	—	22,089,448	13,214,372	18,423,495	1,534,966	790,000	56,052,281
Total Reserves	11,353,714	—	—	—	—	—	11,353,714
Total Uses	—	22,089,448	13,214,372	18,423,495	1,534,966	790,000	67,405,995

**FISCAL YEAR 2025
BUDGET
SOURCES & USES OF FUNDS BY DEPARTMENT & CATEGORY
(EXHIBIT A)**

COMMUNITY REDEVELOPMENT AGENCY	Sources	USES BY CATEGORY					TOTAL
		Personnel Services	Operating	Capital Outlay	Debt Service	Other/ Transfers	
Funds Forward	1,930,039	—	—	—	—	—	1,930,039
REVENUE							
Intergovernmental	1,505,698	—	—	—	—	—	1,505,698
Charges for Services	461,000	—	—	—	—	—	461,000
Miscellaneous & Other Receipts	47,007	—	—	—	—	—	47,007
Debt Proceeds	—	—	—	—	—	—	—
Total Revenues	2,013,705	—	—	—	—	—	2,013,705
Total Sources	3,943,744	—	—	—	—	—	3,943,744
EXPENDITURES		53,475	277,271	39,030	397,750	1,514,592	2,282,118
RESERVES	1,661,626	—	—	—	—	—	1,661,626
Total Uses	—	53,475	277,271	39,030	397,750	1,514,592	3,943,744

BUILDING PERMITS FUND	Sources	USES BY CATEGORY					TOTAL
		Personnel Services	Operating	Capital Outlay	Debt Service	Other/ Transfers	
Funds Forward	1,319,093	—	—	—	—	—	1,319,093
REVENUE							
Charges for Services	989,250	—	—	—	—	—	989,250
Miscellaneous	11,742	—	—	—	—	—	11,742
Total Revenues	1,000,992	—	—	—	—	—	1,000,992
Total Sources	2,320,085	—	—	—	—	—	2,320,085
EXPENDITURES		462,425	372,800	—	—	905,088	1,740,313
RESERVES	579,772	—	—	—	—	—	579,772
Total Uses	—	462,425	372,800	—	—	905,088	2,320,085

**FISCAL YEAR 2025
BUDGET
SOURCES & USES OF FUNDS BY DEPARTMENT & CATEGORY
(EXHIBIT A)**

CAPITAL IMPROVEMENTS PROJECTS FUND	Sources	USES BY CATEGORY					TOTAL
		Personnel Services	Operating	Capital Outlay	Debt Service	Other/ Transfers	
Funds Forward	4,871,213	—	—	—	—	—	4,871,213
REVENUE							
Intergovernmental	3,425,000	—	—	—	—	—	3,425,000
Miscellaneous & Other Receipts	500	—	—	—	—	—	500
Transfers	2,528,429	—	—	—	—	—	2,528,429
Debt Proceeds	—	—	—	—	—	—	—
Total Revenues	5,953,929	—	—	—	—	—	5,953,929
Total Sources	10,825,142	—	—	—	—	—	10,825,142
EXPENDITURES							
	—	—	140,000	9,558,911	—	—	9,698,911
RESERVES	1,126,231	—	—	—	—	—	1,126,231
Total Uses	—	—	140,000	9,558,911	—	—	10,825,142

UTILITIES SYSTEM FUND	Sources	USES BY CATEGORY					TOTAL
		Personnel Services	Operating	Capital Outlay	Debt Service	Other/ Transfers	
Funds Forward	8,808,813	—	—	—	—	—	8,808,813
REVENUE							
Intergovernmental	8,277,500	—	—	—	—	—	8,277,500
Charges for Services	9,243,400	—	—	—	—	—	9,243,400
Miscellaneous	317,838	—	—	—	—	—	317,838
Other Receipts	3,340,000	—	—	—	—	—	3,340,000
Total Revenues	21,178,738	—	—	—	—	—	21,178,738
Total Sources	29,987,551	—	—	—	—	—	29,987,551
EXPENDITURES							
	—	2,403,340	5,047,944	16,852,650	1,962,036	1,931,113	28,197,083
RESERVES	1,790,468	—	—	—	—	—	1,790,468
Total Uses	—	2,403,340	5,047,944	16,852,650	1,962,036	1,931,113	29,987,551

**FISCAL YEAR 2025
BUDGET
SOURCES & USES OF FUNDS BY DEPARTMENT & CATEGORY
(EXHIBIT A)**

STORMWATER FUND	Sources	USES BY CATEGORY					TOTAL
		Personnel Services	Operating	Capital Outlay	Debt Service	Other/ Transfers	
Funds Forward	(285,184)	—	—	—	—	—	(285,184)
REVENUE							
Intergovernmental	1,420,079	—	—	—	—	—	1,420,079
Charges for Services	1,482,735	—	—	—	—	—	1,482,735
Miscellaneous	35,276	—	—	—	—	—	35,276
Other Receipts	140,000	—	—	—	—	—	140,000
Total Revenues	3,078,090	—	—	—	—	—	3,078,090
Total Sources	2,792,906	—	—	—	—	—	2,792,906
EXPENDITURES	—	513,810	1,523,072	1,391,000	65,588	209,063	3,702,533
RESERVES	(909,627)	—	—	—	—	—	(909,627)
Total Uses	—	513,810	1,523,072	1,391,000	65,588	209,063	2,792,906

HEALTH CARE INTERNAL SERVICE FUND	Sources	USES BY CATEGORY					TOTAL
		Personnel Services	Operating	Capital Outlay	Debt Service	Other/ Transfers	
Funds Forward	1,694,432	—	—	—	—	—	1,694,432
REVENUE							
Charges for Services	4,268,651	—	—	—	—	—	4,268,651
Miscellaneous	10,000	—	—	—	—	—	10,000
Total Revenues	4,278,651	—	—	—	—	—	4,278,651
Total Sources	5,973,083	—	—	—	—	—	5,973,083
EXPENDITURES	—	—	2,983,005	—	—	—	2,983,005
RESERVES	2,990,078	—	—	—	—	—	2,990,078
Total Uses	—	—	2,983,005	—	—	—	5,973,083

**FISCAL YEAR 2025
BUDGET
SOURCES & USES OF FUNDS BY DEPARTMENT & CATEGORY
(EXHIBIT A)**

	Sources						TOTAL
		Personnel Services	Operating	Capital Outlay	Debt Service	Other/ Transfers	
Funds Forward (All Funds)	35,679,874	—	—	—	—	—	—
REVENUE							
General Fund Revenue							
Ad Valorem Taxes	17,763,105	—	—	—	—	—	—
Local Option & Utility Taxes	3,073,443	—	—	—	—	—	—
Business Taxes & Permits	1,876,483	—	—	—	—	—	—
Intergovernmental	13,137,697	—	—	—	—	—	—
Charges for Services	10,402,986	—	—	—	—	—	—
Fines & Forfeitures	69,450	—	—	—	—	—	—
Miscellaneous	1,712,641	—	—	—	—	—	—
Other Receipts	2,028,722	—	—	—	—	—	—
General Fund Expenditures		22,089,448	13,214,372	18,423,495	1,534,966	790,000	—
Totals - General Fund	50,064,527	22,089,448	13,214,372	18,423,495	1,534,966	790,000	—
Other Fund Revenue							—
Community Redevelopment	2,013,705	53,475	277,271	39,030	397,750	1,514,592	—
Building Permits Fund	1,000,992	462,425	372,800	—	—	905,088	—
Capital Improvement Fund	5,953,929	—	140,000	9,558,911	—	—	—
Utility system	21,178,738	2,403,340	5,047,944	16,852,650	1,962,036	1,931,113	—
Stormwater	3,078,090	513,810	1,523,072	1,391,000	65,588	209,063	—
Health Care Fund	4,278,651	—	2,983,005	—	—	—	—
Total Other Fund Revenue	37,504,105	—	—	—	—	—	—
Total Fund Revenue	87,568,632	—	—	—	—	—	—
Total Sources - All Funds	123,248,506	—	—	—	—	—	123,248,506
Total Expenditures		25,522,498	23,558,464	46,265,086	3,960,340	5,349,856	104,656,244
Total Reserves	18,592,262	—	—	—	—	—	18,592,262
TOTAL USES - ALL FUNDS							123,248,506

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Finance /

MEETING DATE

September 19, 2024

REQUESTED MOTION/ACTION

Approve Resolution No.2024-23, A Resolution of the City Commission of the City of Cocoa Beach, Florida, adopting a Five-Year Capital Improvements Program, to include the Fiscal Year 2025 Capital Improvements Budget and adopting a Proposed Capital Improvements Program for the next Four Fiscal Years 2025 - 2029 which may be revised and extended each year with regard to capital improvements.

Representatives: Patrisha Draycott, Chief Financial Officer; Wayne Carragino, City Manager

Recommendation: Approve

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

RESOLUTION NO. 2024 - 23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENTS PROGRAM, TO INCLUDE THE FISCAL YEAR 2025 CAPITAL IMPROVEMENTS BUDGET AND ADOPTING A PROPOSED CAPITAL IMPROVEMENTS PROGRAM FOR THE NEXT FOUR FISCAL YEARS 2026 - 2029 WHICH MAY BE REVISED AND EXTENDED EACH YEAR WITH REGARD TO CAPITAL IMPROVEMENTS.

BE IT RESOLVED by the City Commission of the City of Cocoa Beach, Florida, that:

The Capital Improvements Program for the fiscal year 2025 Budget of the City of Cocoa Beach, Florida, according to "Section G" in the document known as the City of Cocoa Beach Budget for Fiscal Year 2025, and the same is hereby adopted.

BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, that:

The proposed Five (5) Year Capital Improvement Program Budget for fiscal years 2025 through 2029 of the City of Cocoa Beach, Florida, according to "Section G" in the document known as the City of Cocoa Beach Budget for Fiscal Year 2025, and the same is hereby adopted and may be revised and extended each year with regard to Capital Improvements.

Upon motion by Commissioner _____ and Seconded by Commissioner _____ this Resolution was duly adopted at a Meeting of the City Commission of the City of Cocoa Beach, Florida, held on the 19th day of September, 2024.

Ayes: _____
Nays: _____
Absent and Abstaining: _____

ATTEST:

Karin Grooms
City Clerk

Keith Capizzi,
Mayor-Commissioner

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Finance /
PATRISHA DRAYCOTT, CFO

MEETING DATE

September 19, 2024

REQUESTED MOTION/ACTION

Approve Resolution No. 2024-25. A Resolution of the City Commission of the City of Cocoa Beach of Brevard County, Florida, adopting changes to the Financial Policies and Practices in the FY2025 Budget, Exhibit A.

Representatives: Patrisha Draycott, Chief Financial Officer; Wayne Carragino, City Manager

Recommendation: Approve

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

Approve Resolution No. 2024-25. A Resolution of the City Commission of the City of Cocoa Beach of Brevard County, Florida, adopting changes to the Financial Policies and Practices in the FY2025 Budget, Exhibit A, includes updating the City Reserve Policy to reflect Ordinance No. 1681 and Ordinance No. 1687; and increasing the fixed assets threshold from \$7,500 to \$10,000.

The first edition of the Financial Policies and Practices Document was published as part of the FY2004 Annual Budget. The second edition was included as Exhibit A in adopted Resolution 2007-02. Minor revisions have been made each year by the Chief Financial Officer to further develop the Document and attempt to accurately reflect the thinking and general concepts followed with budget preparation, reserves, debt service, revenues, personnel, maintenance and operations, capital outlays, intrafund transactions, accounting and reporting, purchasing, protective measures, employee programs and external relationships. By documenting each of these topics, it helps to remind us of our past policies and practices and keeps our decision-making consistent over time. Another advantage of having this affirmed by the City Commission is that it will be viewed by financial lenders as a positive indication of our overall financial management practices. It could be helpful as we prepare to issue long-term debt.

Some of these policies and practices are established by Federal or State legislation or by adopted City ordinances/resolutions but others are discretionary and only represent what has been occurring. Updating and adoption of this Document affirms our current thoughts on how we are handling things. As relevant laws or our approach changes due to special circumstances or events, the Chief Financial Officer is charged with the responsibility of annually updating the Document and reporting significant changes to

the City Commission. It is not intended that the Document set additional requirements or regulations but only that it reflects the changes.

Financial Policies and Practices

Resolution 2024-25 adopted on September 19, 2024 sets formal policies to use as guidelines for constructing the budget and properly administering the City's finances. It tasks the Chief Financial Officer to update the Financial Policies & Practices Document annually and publish it within the final annual budget for that year.

SECTION I - BUDGETARY POLICIES AND PRACTICES

A. Preparation and Adoption

Budget Document

The annual operating budget shall be balanced and include five (5) year forecasts of available sources and anticipated uses of all funds. The total of estimated revenues and balances brought forward from prior years will equal the total of the appropriations and reserves. The five (5) year forecast will include projections of operating expenses, capital outlays, debt service and any other anticipated disbursements. The annual budget will be published within thirty (30) days from adoption and may be submitted for review by the Government Finance Officers Association.

Economic Assumptions

Economic assumptions will be forecasted over a five (5) year period and documented as a basis for preparing budgets and making financial projections. They will be defined by the Chief Financial Officer and will be applied consistently for all City Funds.

Budget Adjustments

The City Manager must approve transfers between departments. The City Manager also approves transfers within a department's accounts but will avoid using funds for capital items that were budgeted but not purchased, as well as funds from salary or employee benefit accounts. The City Manager may automatically adjust the budget to properly classify charges to the proper account codes and to account for loans, merchandise for resale, reimbursements, gifts, grants or donations. This includes emergency protective measures and repairs associated with declared disasters, including required matching funds.

Included in the City Manager's authority is the ability to transfer budgeted General Fund undesignated contingency funds as approved by the City Commission in the budget adoption process to specific accounts as needed for unanticipated projects that arise during a fiscal year.

Note: Policies were previously adopted with Resolution(s) 2020-23, 2019-10, 2016-25, 2013-19 and 2007-02

Financial Policies and Practices

Emergency Purchases

The City Manager may make emergency purchases in accordance with established procedures that temporarily exceed a department's budget appropriations when it is absolutely necessary and in the best interest of the City. These costs are tracked in an unbudgeted account designed for keeping cost separate for reporting purposes to granting agencies as applicable and for potential reimbursement to offsetting expenditure.

Governmental Funds -- Fund Balance

GASB Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions established accounting and financial reporting standards for governmental funds. It established criteria for classifying fund balances into specifically defined classification and clarified definitions for governmental fund types. Fund balances for governmental funds are reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

When both restricted and unrestricted amounts are available for use, it is the City's practice to use restricted resources first. Additionally, the City would first use committed, then assigned, and lastly unassigned amounts of unrestricted fund balance. The following are classifications of governmental fund balances:

Nonspendable Fund Balance - These amounts cannot be spent because they are not in spendable form.

Restricted Fund Balance - These amounts are restricted to specific purposes when constraints placed on the use of resources are either by:

(a) externally imposed by creditors (e.g. debt covenants), grantors, contributors, or laws or regulations of other governments;

or

(b) imposed by law through constitutional provisions or enabling legislation.

Committed Fund Balance - These amounts can only be used for specific purposes pursuant to constraints imposed by the City Commission. The constraints cannot be removed unless the Commission remove it in the same manner it was implemented.

Financial Policies and Practices

Assigned Fund Balance - These amounts are constrained by the government's intent they be used for specific purposes. Decisions with regard to these amounts may be made by a committee or other government official (i.e. City Manager or designee). Example: Undesignated Contingency Funds.

Unassigned Fund Balance - includes residual positive fund balance within the General Fund which has not been classified within the other above mentioned categories. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes.

B. City Reserve Policy

In FY2023, Ordinance No. 1681 was adopted relating to the City's budget reserve policy; making findings; providing for the establishment and maintenance of committed and non-committed budget reserves beginning in FY2022/2023 through 2028/2029. Assigned Reserves will be forecasted over a five (5) year period to be no less than 20% (2 months) of the future operating budgets of all funds combined, which includes 19% of General Fund reserves committed for disaster recovery costs. The term Assigned Reserves refers to the amount of funds that are set aside and are only to be used in case of a disaster. If emergencies or revenue shortfalls require its use, a plan shall be developed to restore it to this level within three years. To assure the minimum amount is available when needed, no portion will be designated for other purposes.

In FY2024 the City Commission adopted Ordinance No. 1687 committing \$500,000 in FY2024 to the Capital Improvements Fund for future capital costs; in addition, endeavoring to commit approximately 3% of General Fund reserves to the Capital Improvements Fund in each year thereafter.

Assigned Reserves may be designated in addition to this amount for specific purposes as defined by the City Commission and/or City Manager.

Additionally, it is desirable to maintain a positive Unassigned Fund Balance in the General Fund and a positive Unrestricted portion of Net Assets in the Enterprise Funds.

Financial Policies and Practices

C. Debt²

Long-term Debt

The City will prevent any default on debt. General Obligation Bonds shall not be issued. Revenue Bonds or Notes may be used for major purchases or projects but will normally be financed for 20 years or less. Long-term debt shall not be used to finance current operations. Refinancing guidelines require net present value savings in excess of three (3%) percent.

Short-term Debt & Leases

Debt for less than the five-year planning period shall be avoided. Leases or lease-purchases will only be used when the total costs of the lease and maintenance is less than the total costs of the purchase and maintenance or there are other special considerations. Net present value calculations should always be used in the comparison. Loans between funds should be at an interest rate that is mutually beneficial to both funds. Short-term debt may be issued in response to a natural disaster or unexpected delays in receiving revenues.

D. Revenues

Revenue Levels

Revenues will be sustained as necessary for the City to function and provide the desired level of service. Congressional and Legislative actions will be monitored to keep informed of changes that may impact available revenues. Rates will be adjusted as required to provide funding to continue services. Any opportunity to recapture a higher proportion of the sales tax revenues collected within the City should be considered.

Revenue Diversification

The major sources of revenue will be diversified to the extent possible to avoid overdependence on one source. Reliance on Intergovernmental Revenues should also be avoided. Reliance on property taxes to cover the majority of General Fund's operations makes it susceptible to reductions in assessments of property values. The City should consider alternative revenue sources that could result in less reliance on these sources.

² Resolution 2014-09 formalizes adoption of the City's comprehensive debt policy. The policy was submitted to the Association of Public Treasurers of the United States and Canada (APT US&C) for review and certification. The Certification of Excellence for Debt Policy was presented in 2015. The APT US&C recommends updated at five year intervals.

Financial Policies and Practices

Revenue Estimates	<i>Projections of revenues will be made with the intent of being conservative and avoid dealing with any significant shortfalls. Revenue estimates will be the responsibility of the Chief Financial Officer, although estimates made by the departments administering the charge will be given the highest consideration.</i>
Non-recurring Revenues	<i>Ongoing expenditures will not be funded by non-recurring revenues. Ongoing expenditures should always be restricted to amounts less than ongoing revenues. Non-recurring revenues will be applied to reserves or for one-time expenditures.</i>
Revenue Earmarking	<i>Earmarking of Revenues to future uses should be avoided unless required by law or established by bond covenants. This practice restricts the ability to allocate funds to the needs and priorities considered most important in the present period. The City is best served by having as much flexibility to react to changing requirements as possible.</i>
Revenue Shortfalls	<i>In the event of anticipated revenue shortfalls, the City Manager shall develop a plan to reduce expenditures, or take other appropriate actions to offset the projected impact. Any significant adjustment to levels of service or the completion of scheduled capital projects will be reported to the City Commission.</i>
Property Tax Rate	<i>The millage rate adopted for the collection of property tax revenues is levied with the goal of avoiding extreme adjustments in the future.</i>
Franchise Fees	<i>The basis established for computing franchise fees shall consider the methods that are most likely to prevent reductions in the City's revenues due to reductions in rates or consumption levels. The City will seek to protect itself from rate or consumption reductions by having provisions for minimum annual payments.</i>

Financial Policies and Practices

User Fees

User fees for non-essential services will be adopted to offset the corresponding costs of providing the particular service; to the extent they are competitive and comparable to similar charges by other entities in the area. Whenever practical, residents shall be charged a lower fee versus non-residents. This recognizes that taxpayers are already contributing to the costs of providing almost every service. Parking permits will be sold to allow parking in metered parking spaces without further charge. Parking meter rates will be established such that collections will be adequate to maintain parking facilities and offset costs of serving out-of-town visitors. Fees at Shepard Park and Fischer Park will be set to generate funds to maintain the facilities and offset the costs of other recreation and beautification activities.

It is accepted that the City Pool and other recreation programs will not be self-supporting.

Fees for the Golf Course will be set at rates sufficient to adequately maintain the facilities, replace equipment and meet debt service requirements to the extent they are competitive and comparable to competitors.

Garbage rates will cover charges by the contractor, plus the costs of billing and managing the contract.

Sewer, reuse and stormwater rates will be maintained at levels sufficient to exceed bond and/or loan covenants, cover operating and maintenance costs and capital outlays.

Financial Policies and Practices

E. Personnel

Budget Position Control

The number of permanent full-time positions approved in the annual budget may not be exceeded without approval by the City Manager. The City Manager may choose to leave vacancies unfilled or adjust job titles and responsibilities as he determines necessary to accomplish a department's purposes. Adjustments within budgetary restraints to the hours worked or number of individuals filling part-time or temporary positions may also be made at the discretion of the City Manager.

Employee Compensation

Wages and benefits shall be established at levels that are reasonably expected to attract competent and qualified employees that will remain with the City for an extended time. Care will be exercised to avoid circumstances that require consideration of future layoffs or reductions in wages or benefits. Benefits shall be administered in a cost-effective manner but with consideration toward providing the best possible value to the employee.

Overtime

Overtime hours should be avoided except in instances specifically authorized by the City Manager. The Fire Department shall also comply with the requirements of the Fair Labor Standards Act related to recurring overtime.

Pension Costs

Actuarial Valuations on the City's three Defined Benefit Pension Plans shall be performed annually as of October 1st. The actuarial valuations shall establish the annual required contribution (ARC) necessary to pay the normal cost and the current year increment of the unfunded accrued actuarial liability.

The City portion of the ARC must be made before December 31st annually. This procedure allows application of a favorable actuarial assumption which reduces the ARC from what it otherwise would have been.

Employee contributions shall be made immediately after being deducted each pay period.

Financial Policies and Practices

F. Maintenance and Operations

Quality Services	<i>Programs that cannot be maintained at a quality level of service will be discontinued prior to funding new programs. If expenditure reductions are necessary, service elimination is preferable to poor or marginal programs.</i>
Contracting Services	<i>The City will routinely consider whether particular services should be provided by staff or through contracts with other parties. Consideration should always include comparisons of the lost opportunity costs of assigning City forces to the service.</i>
Facilities and Equipment	<i>All facilities and equipment will be maintained in a safe and economical fashion. Care will be taken to perform any necessary preventative maintenance and to avoid accidents and losses due to lack of training or proper attention.</i>
Performance Measurement	<i>Performance measures will be developed to provide information on workload, efficiency, and effectiveness. Staff has implemented performance measures for each department. The intent is to change measures over time as experience is gained regarding measures that are meaningful and not overly burdensome to maintain.</i>

Financial Policies and Practices

G. Capital Outlays

Capital Purchases or Projects

Priority will be given to capital purchases or projects that avoid operating expenses or generate net revenue. Before starting major projects, they will be documented as to their phases, expected time-line for completion and projected costs of operation and maintenance. Net present value calculations shall always be made during consideration of alternatives and a computation of the payback period. The use of project numbers to track the costs of labor and materials is required on major projects for the purpose of recording the value of the capitalized assets. Projects will be budgeted at their full cost, assuming they will be contracted out.

Grant Funded Projects

Reimbursable Cost Grants or Capital Grants shall not be relied on to fund ongoing service delivery needs. Anticipated grant proceeds will be budgeted as revenues and projects associated with grant funding will be budgeted for the total costs of the project. All applications for grants shall be approved by the City Commission. The City Manager will have grant provisions and requirements evaluated in respect to whether they are reasonable and work to the City's net advantage.

Preservation of Infrastructure

Adequate resources will be allocated to the proper maintenance and preservation of existing infrastructure before targeting resources toward building new facilities. The City will not build new facilities without thorough study and analysis of the projected staffing and other operating and maintenance costs and specific sources of funding for such expenditures. New facilities should be of high quality, low maintenance and for the lowest life-cycle costs.

Financial Policies and Practices

H. IntraFund Transactions

Transfers from Other Funds

The Utilities System Enterprise Fund transfer to the General fund has four components: a payment of (\$733,915) in lieu of franchise fees/property taxes; (\$797,505) offset to cost of General Fund administrative staff ; (\$474,574) to the General Fund for public works staff; and (\$22,728) to the General Fund for liability insurance and other services.

Transfers are adjusted based on needs of the city.

Fund:	Transfer out:	Transfer in:
General Fund		2,028,722
Building Permits & Inspection Fund	156,251	
Utilities System Enterprise Fund	1,659,631	
Stormwater Enterprise Fund	212,840	
Total transfers	\$ 2,028,722	\$ 2,028,722

Charges to Other Funds

The enterprise funds will be charged for a portion of the administrative costs accounted for in the General Fund's budget. This shall be allocated based on the relative size of each Fund's operating costs and shall be computed and paid annually, so that the charges may be included in the annual budget. Charges will include a portion of the budgets for the City Commission, City Manager, City Clerk, Personnel, Finance, Fleet and Information Technology departments. Adjustments to the allocation will be made to carve out major expenses that can be directly associated with activities that should not be paid by the other funds. Vehicles and information technology expenditures specific to a particular fund shall be charged directly to that fund and not included in the allocation

SECTION II - OTHER FINANCIAL POLICIES AND PRACTICES

A. Accounting and Reporting

Funds and Accounts ***The City will minimize the number of accounts and funds.*** The goal is to maintain simplicity and avoid making the records unnecessarily complex. Funds and accounts will be established by the Finance Department in accordance with the State mandated chart of accounts.

Cash Receipts ***All receipts shall be controlled by the Chief Financial Officer.*** Procedures shall be established to insure proper security and internal control over collections and the custody of cash. Deposits will be made the next business day. Collection points shall be limited to the minimum number of locations necessary for the departments to effectively service the public.

Credit Cards ***A transaction surcharge will be added to payments made with credit cards, except for purchases of discretionary goods or services and charges without a practical means to efficiently enforce collection.***

This specifically includes: payments for sewer or reuse connection and all licensing, permitting, inspection and other fees administered by the Development Services Department; code enforcement fines; bad check fees; payments on all franchise fees and utility taxes; fees for copying or providing documents; and payments for any goods sold and collected through the Internet. Transactions subject to sales taxes shall be taxed at the increased payment amount.

Excluded are fees considered discretionary or in the City's best interest to offer a payment alternative, such as fees associated with recreational facilities, i.e. the Golf Course, swimming pool, ball fields, skate park, dog park, recreation center and auditorium, as well as, parking tickets and fines, fees from parking meters, parking permits and parking areas.

Any questionable items will be resolved by the Chief Financial Officer.

Financial Policies and Practices

Third Party Administrative Fees

Third Party administrative fees charged to the City for services rendered to may be passed on to the end user.

Specific examples of such charges are fees charged to utilize web based platforms for parking and civil citations and other similar administrative services to be determined.

Delinquent Accounts

The City may use any legally available means to collect on delinquent accounts. Care will be exercised to provide a process for appeal and review of the records accuracy but unless determined to be in error, the principal amount of all delinquent accounts must be paid. Questionable issues may be resolved by removal of penalties and interest.

Investments

Investments shall be made in accordance with an investment policy as referenced in Resolution 2024-07. The policy shall be in accordance with applicable State Law and be based on guidelines promoted by the Government Finance Officers Association. The policy shall be established by a duly adopted resolution of the City Commission.

Inventories

Inventories shall be limited and be tightly controlled. Limited inventories of spare parts will be maintained for purposes of emergency repair of critical equipment. Inventories of goods for resale shall be counted and reconciled to the accounting records on a regular basis.

Financial Reporting

The City will take the necessary measures to provide for accurate and timely reporting of financial information. The accounting records shall be closed and a summary of revenues and expenditures compared to budget will be provided to the City Commission on or before the fifteenth day of the following month.

Annual Reports and Audits

The City shall employ an Independent Auditing Firm to conduct an annual audit. Generally Accepted Accounting Principles shall be used. The report will be submitted for review by the Government Finance Officers Association. Auditing services shall be contracted for a five year period but need not be re-bid, unless desired by the City Commission. Management Letter Recommendations presented by the independent auditors will be acted on and corrected before the completion of the following year.

Financial Policies and Practices

B. Purchasing

Decentralized Purchasing

City purchases shall be made in compliance with purchasing procedures developed on the basis of a decentralized purchasing activity. Departments are responsible for obtaining bids or quotes and securing the necessary approvals from the Planning Board and City Commission. All purchase requisitions are processed on-line by the departments into the computer system but must be approved by the Finance Department prior to a purchase order being issued.

Purchasing Cards

Purchasing cards will be tightly controlled and restricted to only a limited number of authorized uses. Their use will be approved on a case by case basis by the Finance Department.

Local Vendor Preference

A local vendor preference policy will apply when the local vendor's bid is within one percent of other bids pursuant to Resolution 2002-25. A local vendor is defined as a vendor with a physical location within the City limits.

Sealed Bids

Sealed bids are required on purchases of fifteen thousand (\$15,000) dollars or more. Bids are usually advertised and must be coordinated through the Finance Department. For professional services where the primary criteria are the firm's qualifications and proposed solution, a formal process is usually followed in order to establish a ranking of the firms qualified to perform the service. The City then negotiates the price with the top-ranked firm.

Purchases of \$50,000 or More

Purchases for fifty thousand (\$50,000) dollars or more must be approved by the City Commission. This applies to the purchase of products and to the selection of firms to perform professional services.

Lowest Responsive Bid

The City will normally award bids to the lowest responsive bidder. Dissatisfaction with past dealings with the vendor or the product being bid may disqualify a bidder from consideration. The local vendor preference rule is also considered.

C. Protective Measures

Internal Controls

The Finance Department shall have the authority to establish appropriate internal controls to insure that assets are protected and procedures are followed. Accounting procedures and processes will be regularly reviewed. Changes will always consider the additional costs and the impact suggested controls may have on operational efficiency. Established cash banks and collection points shall be audited by Finance Department personnel not less often than once each year. Said audits shall not be announced beforehand.

Finance Department Review

Any agenda item involving substantial expenditures or action that will create or modify financial policies shall be discussed with the Chief Financial Officer before being considered by the City Commission. The Chief Financial Officer should have the opportunity to provide input in advance of actions that could possibly be detrimental to the City's financial position.

D. Employee Programs

Membership and Training

Membership in professional organizations supporting the principle of educating employees in their area of responsibility is encouraged. Potential benefits of memberships and training opportunities should be evaluated in comparison to the expense. Expenses and reimbursements shall be made in accordance with the Travel Policy and applicable federal and state laws.

Tuition Reimbursement

The City encourages employees to pursue higher education and to seek college degrees. A program for reimbursement of college expenses is administered by the Personnel Department.

Use of Vehicles

Assignment of vehicles for take-home purposes is limited to the Police Department except for cases where there is a direct benefit to the City by such assignment. Take-home vehicles are not to be provided in lieu of compensation. The use of pooled city vehicles for the use in all travel is to be encouraged over reimbursing employees for mileage.

E. External Relationships

Annexation

Annexation of enclaves and the areas to the north and south of the current city limits should always be encouraged. This would resolve the necessity for dealing with issues regarding response by police and fire units to locations that are not paying City taxes. However, voters in both areas showed an overwhelming desire to remain unincorporated in the November 2004 elections.

Intergovernmental Agreements

The City will work with other governments to identify the jurisdiction most capable and appropriate to provide specific public services. All intergovernmental agreements and contracts for service delivery will be approved by the City Commission with the intent of providing the best and most cost-effective service to the citizens. The City will attempt to be a good neighbor to surrounding communities providing such actions are not harmful to the City.

Budgeted Contributions to Other Causes

Contributions to groups and organizations in support of their causes will be limited and subject to change.

General Fund funding in FY 2025 is continued for the

Drone Show - Centennial Celebration	\$	55,000
Cocoa Beach Main Street		15,000
Freedom 7		25,000
Employee Fund		3,500
John Deere Gator - Keep Brevard Beautiful		15,500
TOTAL \$		114,000

RESOLUTION NO. 2024 - 25

A RESOLUTION OF THE CITY OF COCOA BEACH, BREVARD COUNTY, FLORIDA, AMENDING RESOLUTION 2020-23, AFFIRMING UPDATED FINANCIAL POLICIES AND PRACTICES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, the City of Cocoa Beach Chief Financial Officer has developed a document containing various financial policies and practices used by the City in the conduct of its financial affairs; and

WHEREAS, financial policies were adopted by Resolutions 2007-02, 2013-19, 2016-25, 2019-10 and last amended by Resolution 2020-23; and

WHEREAS, the document formalizes issues that have been viewed and accepted over the years as acceptable guidelines for constructing the budget and properly administering the organization's finances; and

WHEREAS, the City of Cocoa Beach deems it necessary to have the document revised and formally adopted by the City Commission and provide a means for the City Chief Financial Officer to make modifications.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Cocoa Beach, Brevard County, Florida:

SECTION 1. That the City Commission hereby adopts the Financial Policies and Practices Document attached herein.

SECTION 2. That the City of Cocoa Beach establishes its intent to have the Financial Policies and Practices Document updated annually by the City Chief Financial Officer and published within the final annual budget for that year.

SECTION 3. That any significant changes made to the Financial Policies by the City Chief Financial Officer shall be reported to the City Commission.

SECTION 4. That the current Financial Policies and Practices Document are amended and included herein as Exhibit A to this Resolution.

SECTION 5. That all Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

SECTION 6. That this Resolution shall become effective immediately upon its adoption in accordance with the Charter of the City of Cocoa Beach.

Upon Motion by Commissioner _____ and Seconded by Commissioner _____ this Resolution was duly adopted at a Meeting of the City Commission of the City of Cocoa Beach, Florida, held on the 19th day of September 2024.

Ayes: _____
Nays: _____
Absent and Abstaining: _____

ATTEST:

Karin Grooms
City Clerk

Keith Capizzi,
Mayor-Commissioner

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /
Devan Taly, CRA Administrator

MEETING DATE

September 19, 2024

REQUESTED MOTION/ACTION

Approve Resolution No. 2024-01 A Resolution of the City Commission of the City of Cocoa Beach, Brevard County, Florida, adopting the final Community Redevelopment Agency Budget for the Fiscal Year 2025 of the City of Cocoa Beach.

Staff Representative: Devan Taly, Director of Grants & Special Projects

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

Previously approved by the CRA Board on 9/19/24

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RESOLUTION CRA 2024-01

A RESOLUTION OF THE DOWNTOWN COCOA BEACH COMMUNITY REDEVELOPMENT AGENCY, COCOA BEACH, FLORIDA ADOPTING A BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025, DIRECTING THE ADMINISTRATOR TO TRANSMIT THIS RESOLUTION TO THE CITY COMMISSION OF THE CITY OF COCOA BEACH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Cocoa Beach established the Downtown Cocoa Beach Community Redevelopment Agency (CRA) with the adoption of City Commission Resolution 2009-28 on November 19, 2009, and pursuant to Chapter 163, Part III, Florida Statutes; and,

WHEREAS, on May 6, 2010, the CRA adopted bylaws for the Agency which, pursuant to Article V of those bylaws, requires preparation of a budget for the Agency.

NOW, THEREFORE, BE IT RESOLVED by the Downtown Cocoa Beach Community Redevelopment Agency, as follows:

1. The aforementioned recitals are hereby incorporated by reference and adopted as findings of fact.
2. The budget for the Fiscal Year ending September 30, 2025, is:

REVENUES

Contributions to Trust Fund-Increment Tax Revenue	\$	1,041,346
Contributions to Trust Fund-County Contribution	\$	464,352
Charges for Services – Parking	\$	461,000
Miscellaneous Revenue	\$	47,007
TOTAL REVENUE	\$	2,013,705

EXPENSES

PERSONNEL

Salaries & Wages.....	\$	39,425
Benefits	\$	14,050

SUBTOTAL PERSONNEL	\$	53,475
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OPERATING

Professional Services.....	\$	0
Auditor	\$	5,250
General Liability	\$	7,367
Cyber/Computer Liability	\$	628

DRAFT

48	Building Maintenance.....	\$	17,500
49	Printing & Binding	\$	4,200
50	Promotional Activities.....	\$	21,000
51	Publications & Memberships	\$	2,500
52	Bank Charges	\$	12,000
53	Support Services.....	\$	129,027
54	Travel & Per Diem.....	\$	2,000
55	Property Insurance.....	\$	27,424
56	Electric	\$	10,000
57	Water & Sewer	\$	10,000
58	Other Current Charges	\$	2,000
59	Office Supplies	\$	800
60	Other Supplies.....	\$	17,375
61	Payroll Processing Fees.....	\$	200
62	Training & Education.....	\$	8,000
63			
64	SUBTOTAL OPERATING	\$	277,271
65			
66	CAPITAL OUTLAY		
67	Downtown Area Improvements – Surfside Playhouse	\$	39,030
68			
69			
70	SUBTOTAL CAPITAL OUTLAY	\$	39,030
71			
72	GRANTS & AIDS		
73	Downtown Area – Grants & Aids	\$	250,000
74			
75	SUBTOTAL GRANTS & AIDS..	\$	250,000
76			
77	DEBT SERVICE & TRANSFER		
78	Principal	\$	290,000
79	Interest	\$	107,750
80	Interfund Loan Repayment.....	\$	40,000
81	Interfund Transfer to Fund 310 – Cultural Green Space.....	\$	1,145,764
82	Interfund Transfer to Fund 310 – City Hall Wash / Community Center	\$	78,828
83			
84	SUBTOTAL DEBT SERVICE	\$	1,662,342
85			
86			
87			
88	TOTAL EXPENSES	\$	2,282,118
89			
90			

DRAFT

3. The Administrator is authorized and directed to transmit this Resolution to the City Commission of the City of Cocoa Beach and other affected agencies as required by the bylaws or state law.

Upon Motion by Commissioner _____ and seconded by Commissioner _____, Resolution CRA 2024-01 was duly adopted at a Regular Meeting of the Downtown Cocoa Beach Community Redevelopment Agency, Cocoa Beach, Florida, held on the ____ day of _____, 2024.

Ayes: _____

Nays: _____

Absent or Abstaining: _____

Keith Capizzi
Chairperson

ATTEST:

Karin Grooms
City Clerk

**City of Cocoa Beach City Commission
Agenda Item Summary**

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /

MEETING DATE

September 19, 2024

REQUESTED MOTION/ACTION

Proclamation - Proclaiming the week of September 15th, 2024 - Surgical Technologist's Week.

Representative Charles Robinson will attend to receive.

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

Proclamation



WHEREAS, for over 60 years, surgical technology has grown to meet the ever-increasing demand for well-educated, highly skilled and versatile surgical technologists;

WHEREAS, surgical technologists are entrusted with the lives and well-being of patients and provide a critical service during surgical procedures;

WHEREAS, over 90,000 surgical technologists nationwide are an integral part of the surgical team committed to providing the highest quality of surgical care to patients;

WHEREAS, surgical technologists are responsible for the application of sterile and aseptic technique in the operating room, ensuring that equipment functions properly and facilitating safe and effective conduct during invasive surgical procedures;

WHEREAS, surgical technologists strive to prevent life-threatening surgical site infections and maximize patient safety;

WHEREAS, Certified Surgical Technologists graduate from an accredited program and receive certification conferred by the National board of Surgical Technology and Surgical Assisting based upon passage of the national examination;

WHEREAS, the surgical technologist's motto "Aeger Primo, the patient first" reflects total commitment to patient safety and advocacy;

The people of Cocoa Beach are honored to join our nation in recognizing, National Surgical Technologists Week. NOW, THEREFORE, I, KEITH CAPIZZI, Mayor of the City of Cocoa Beach, do hereby proclaim September 15th – 21st, 2024, as

Surgical Technologists Week

Across the City of Cocoa Beach, and I and urge all of my fellow citizens to join me in acknowledging the important roll of the surgical technologists in the care and recovery of their patients. We honor these men and women whose diligence and professionalism keep the residents of the City of Cocoa Beach safe and healthy.

Keith Capizzi
Mayor

Karin Grooms
City Clerk

**City of Cocoa Beach City Commission
Agenda Item Summary**

DEPARTMENT MAKING /
REQUEST/NAME:

MEETING DATE September 19, 2024

REQUESTED MOTION/ACTION

Approve Meeting September 4, 2024 Minutes
Staff Representative: City Clerk's Office

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

CITY OF COCOA BEACH
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A. MEETING CALLED TO ORDER

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

Invocation was done by Commissioner Williams.

3. Roll Call

Commission:

- Mayor Capizzi
- Vice Mayor Hutcherson
- Commissioner Williams
- Commissioner Woulas
- Commissioner Jackson

Staff:

- Water Rec/ Public Works Director Brad Kalsow
- Executive Assistant City Manager Carrie Lombardo
- Human Resources Cindy DePina
- Director of Grants and Special Projects Devan Pritts
- Deputy Human Resources Director Jessica Hope
- Fleet Director Jonathon Mickler
- Deputy Fire Chief Justin Grimes
- City Clerk Karin Grooms
- Information Technology Kevin Perez
- Leisure Services Laird McLean
- Chief Financial Officer/ACM Patrisha Draycott
- Development Services Randy Stevenson
- Project Manager Scott Maxim
- City Manager Wayne Carragino
- Police Chief Wes Mullins
- Storm Water Utility Manager Morgan Zuhlke
- Planner Cory Hall
- Assistant Director Andrea Segarra
- Lt. Joe Versaggi
- Pro Shop Manager Ed Thinger
- Fire Marshal Sal Liberto
- Major Thomas Cooper

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- EMS Chief James Schindler
- Logistics manager Pete Malzone

B. APPROVAL OF THE AGENDA

MOTION BY WOULAS/HUTCHERSON

I MOVE TO APPROVE THE AGENDA

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY

C. BUDGET HEARING

1. Approve the Tentative Millage rate of 6.1644 mills for Fiscal Year 2025. The Tentative Millage Rate of 6.1644 mills is 8.25% higher than the rollback rate of 5.6945 mills. Adoption of the Millage rate by Resolution No. 2024-21 is scheduled for September 19, 2024, at 7:00 pm.

Staff Representative: Patrisha Draycott, Chief Financial Officer, Wayne Carragino, City Manager

MOTION BY WILLIAMS/WOULAS

I MOVE TO APPROVE THE TENTATIVE MILLAGE RATE OF 6.6144 MILLS THAT IS 8.25% HIGHER THAN THE ROLLBACK RATE OF 5.6945 MILLS.

VOICE VOTE ON THE MOTION CARRIED 4-1 NAY-HUTCHERSON.

Commissioner Williams acknowledged the millage is an 8.25% increase above rollback. He noted current inflation. Mentioned that keeping the millage rate the same is a first for him. The city can't run without additional funds.

Commissioner Woulas stated that she would like to raise the millage but understands the city is unable to roll it back to keep current services

Commissioner Jackson stated that he would like to see less spending and that after reviewing the budget, stated that the extra spending was coming from materials and employment. He mentioned concern for local businesses; referring to the budget he could not see any overspending, and was unable to see where reductions could occur.

Hutcherson stated that he's for smaller government and thinks that there are areas to cut, and he has details on C2.

Commissioner Williams suggested that they vote for this and talk about item C2

Ms. Janice Scott asked how we arrived at the tentative millage of 6.1644, a rate of an 8.25% increase from the rollback rate of 5.69%.

Ms. Patrisha Draycott, Chief Financial Officer stated the calculation

Mr. Dave Netterstrom noted the rollback. He discussed the budget and that it is based on full employment.

Commissioner Williams stated that there would always be turnover. He explained

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different scenarios and employment If there's an unexpected reduction in staff, we can still maintain expectations.

Commissioner Woulas stated that our wages are lower than in other cities and that reducing wages would cause more turnover.

Ms. Draycott explained the reason for budgeting for full employment.

Motion to keep millage rate at 6.1644% passes

2. Approve the Proposed Budget making appropriations for Fiscal Year 2025. Adoption of the Budget by Resolution No. 2024-22 is scheduled for September 19, 2024, at 7:00 pm.
Staff Representative: Patrisha Draycott, Chief Financial Officer, Wayne Carragino, City Manager

MOTION BY WILLIAMS/WOULAS

I MOVE TO APPROVE THE PROPOSED BUDGET MAKING APPROPRIATIONS FOR FISCAL YEAR 2025

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Ms. Draycott presented a PowerPoint for fiscal year 2025 budget. She stated that there was an increase of 9.06% for this year's budget.

She showed the difference between the rollback rate and the current increase of the millage rate of \$1.3 million.

Homesteaded properties can be potentially \$50k tax-exempt and stated that the property tax increase is maxed at 3% per year

She stated that the total tax bill represents 20-25% of Cocoa Beach, the rest is county and school district.

Showed changes from the budget workshop report to the current budget document.

Discussed ordinance 1687 stating that the endeavor to commit additional revenues to the Capital Improvement Fund stating that we don't have sufficient funds to do the 3% as asked, but instead, went with 1% per the City Manager, representing \$555,000.

Personal services increased by 7.4% from 2024 to 2025, which includes the new settled union negotiations.

Mayor Capizzi asked about the cost of personnel services. Ms. Draycott and the Mayor discussed the fund related to personnel and the general fund for understanding

Commissioner Williams asked about the capital outline and how it shows a reduction of 8.6%

Ms. Draycott stated that it's a combination of public works and one of the big costs was \$800,000 for a new financial software package. Replacement vehicles for police. Squad car and dump truck costs are pulled for next year. Stated that there were quite a few cuts made.

Commissioner Williams stated that there are 7 marked 2 unmarked and 1 k9 vehicles in the budget.

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2 trucks are planned for current and out years for the fire department.

Ms. Draycott stated that they moved the tennis court renovations at \$820,000 and the marina at \$450,000 out of the budget.

Vice Mayor Hutcherson asked if we had to pull 2 million from the reserves to balance.

Ms. Draycott discussed the operations and utilities increasing in 2025. The reserve balance shows the general fund and calculated that 19% of personnel, operating, and debt services goes to disaster recovery. In 2025, other non-specified reserves have increased from 1 to 2%. She also stated that practices have recommended that we have 2 months' worth of reserves.

Ms. Draycott confirmed the usage of reserves to balance the budget.

Vice Mayor Hutcherson stated that there was a significant drop in reserves from 23' to 25'.

Ms. Draycott stated that the calculations are a little under \$9 million for the minimum requirement for the general fund. The current legal reserve balance is a minimum of \$7.8 million. Currently, the projected reserve balance is at 13.1 million. The remainder is investment earnings. 1% is \$555,000, dropping into the reserves balance.

Ms. Draycott discussed the funds and rates of different departments. Stated we need to have stormwater projects done for state compliance. She stated that if you're going to go into a negative balance, you must have a plan for recovery.

She stated that the healthcare fund is moving to the special revenue fund.

Mayor Capizzi asked if we don't use the budget for personnel, will the extra go into reserve funds?

Ms. Draycott stated that it would or if we have increased revenue.

Commissioner Jackson asked if we were setting aside money in the budget for salary.

Ms. Draycott stated that sometimes we do. We can project and sometimes come in under budget. Sometimes we over project. Stated that the revenue was higher than budgeted. We budget for what we think we'll get, not for what we hope we get.

Mayor Capizzi stated last year we were at 36 million in debt, this year we'll be at 34 million. Stated that we were paying down debt. In the future we may increase debt depending on projects. The more debt we can pay, it is better off for future generations. Commissioner Williams mentioned the pension board. Hoping to get 7.5% out of the market. Hypothetically, how would the downside of a bad year affect the budget overall?

Ms. Draycott stated that the actuarial report looks forward 3 years. The percentage of contribution will increase in the next 2 years.

Commissioner Williams asked if we had a bad year in the market how it would affect us. After having two payout pensions. Would it come from the reserves?

Ms. Draycott stated that Florida has specific statutes for actuarial fully funded changes every year. When there is a bad year, it could make the city's contributions go up.

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Commissioner Williams stated that the issues and funds are separate, but that wouldn't be an immediate effect.

Ms. Draycott stated the city contributions will go up for a three-year period. The last bad year will drop off then the contributions will balance out.

Commissioner Williams stated that there is \$33 million in the pension fund. It will affect the day-to-day Commission and Ms. Draycott discussed pension numbers and where they draw from and how they add to them.

Mayor Capizzi asked about the different funds and what was going where.

Stated that the previous admin had overstated revenue.

Vice Mayor Hutcherson presented a PowerPoint with recommendations for the budget.

Mentioned the reserve fund and how it looks lower than usual. He pointed out areas that were a concern.

Commissioner Williams mentioned the parking kiosk and how we need to update it to continue getting revenue from them.

Vice Mayor Hutcherson mentioned the diesel removal at fire station 50. Stated that there should be more discussion about the budget and thinks that there are cuts that could be made.

Mayor Capizzi stated that rather than to bring millage down. Would rather cut down on reserves.

Vice Mayor Hutcherson stated that he's worried that they were committed to projects in 2025' that we will pull from the reserve.

Ms. Draycott mentioned different reserves for various projects. And different grant funds. And that they are looking hard for more grants to help support projects.

Mayor Capizzi asked if the grants helped offset the funds.

Commissioner Williams discussed the difference between government and household budgeting. Stating we'll spend more now and owe less later.

Vice Mayor Hutcherson said it depends and would like to add a boat ramp to the 2025 budget.

MOTION BY WILLIAMS/HUTCHERSON

I MOVE TO AMEND THE MAIN TO MOTION TO INCLUDE HOLIDAY LANE BOAT RAMP.

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Commissioner Jackson asked Vice Mayor Hutcherson about expenses that would get rolled forward into the next year. Vice Mayor Hutcherson passed the question to Ms. Draycott.

Ms. Draycott stated that there is a 45–60-day period of revenues that haven't come in yet.

Ms. Scott stated that she is disappointed that the golf course was taken out of an

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enterprise fund and that the public can't see spending on the course. Mentioned monthly reports about goals on what was and wasn't accomplished.

Mr. John Lose stated that the budget was going up 14.6% in operating costs. Stated that the city has many fee-based services. The users' costs are also going up. Stated that were increasing the budget because of these services. Stated that the fee also covers the capital. And we need to change service fees. Stated we aren't increasing the reserve 1% a year like we should. Stated that we have a structural problem

Mr. Pete Cunningham mentioned a 5-year plan. Stated that we didn't have reserves to cover storm damage. He stated that the old city hall was derelict because improvements were delayed. We should have goals and commitments to prevent that again. Stated that we need to spend it on improvements. Don't make the same mistakes as we did in the past. Mr. Rick Anderson stated it is unacceptable to draw on reserve funds and wants us to look at user fees.

Vice Mayor Hutcherson stated that we're forecasted to earn less revenue from parking. Mayor Capizzi stated that some rates have never been raised and that they are looking into it.

Mr. Len Beckett concurs that there could be better spending.

D. SPECIAL PRESENTATIONS

1. Proclamation - National Suicide Prevention Month
Kelly Haskins - Accepting on behalf of Space Coast Health Foundation

Mayor Capizzi read a proclamation about mental health month.

Ms. Haskins talked about her nonprofit and about the loss of her son and that people are aware of the 988# and how the proclamation needs to be talked about more, and the resources that are available. Event coming up September 21, 2024, at the Merrit Island High School.

2. Vacation Rentals and Ordinance 1673 Enforcement
Representative: Jill Forbes, Cocoa Beach Resident

Ms. Forbes stated that there should be information about the number of people and cars allowed. She stated that the owners rent to more than the maximum and that it puts Ms. Forbes Presented her presentation on vacation rentals. She noted her unpleasant experience and noted that there was no enforcement for some. She noted the ordinance that was passed regarding occupants' vehicles.

She stated that there are numerous noise complaints along with littering. There is trespassing on the dunes, waterways, and the Thousand Islands. She stated that on 08/01/24 she went online to test the rentals. She spoke on her findings on her findings when she investigated the vacation rental sites. She worked with Ms. Crawford, who sent out citations. Stated that there isn't sufficient parking. Many violations on vacation

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rentals.

Rental agencies and owners are blatantly ignoring the ordinance. Stated that \$500 is nothing to corporations, proposed that the city perform a random audit on several sites. Requested to increase the steps to provide citations at these locations. There's no section in the ordinance for repeat offenders. Going forward that they should show proof that they're

abiding by the occupancy amount.

Commissioner Williams stated that he doesn't think anyone in the room disagrees with her presentation. And stated that we hired another code enforcement officer to help with this situation, but it takes time to deal with each situation. He agreed that we should revise the ordinance for repeat offenders.

Ms. Forbes inquired about who she should call about over parking. It was stated that the non-emergency police line would be best.

Commissioner Williams stated that it's a slippery slope and gave a scenario saying that there could be guests that show up for an event and that they don't need to register.

Mayor Capizzi agreed with Ms. Forbes' recommendations.

Mr. Randy Stevenson, Development services Director stated that he is aware of the Airbnb problem and mentioned how many properties there are. He stated that they're getting out 12–15 letters a month and stated that the staff is working on it. He mentioned that the compliance rate is increasing. He also stated that the Fire Department is involved with this as well. Working with Ms. Vose for legal language.

Mayor Capizzi mentioned pulling up a website and checking locations.

Ms. Scott. Stated that she supports any improvements to vacation rentals. And thanked Commissioner Williams for responding. Mentioned landscaping mentioned political form and 9/28 10:00 A.M. and public library

Mr. Tim Tumulty looked up over 700 short-term rentals and stated that 1 ½ people isn't sufficient to handle that. He stated that they were more concerned about noise and not the number of people. Mentioned the city budget and home budget differences.

E. 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.

F. STAFF REPORTS AND ANNOUNCEMENTS

No Reports.

G. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

No Reports.

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H. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

Commissioner Williams mentioned the surf contest at the pier was moved to October 12th- 14th due to the heat and lack of surf.

Mayor Capizzi mentioned the masquerade ball at the Hilton.

I. CONSENT AGENDA

MOTION BY WILLIAMS/WOULAS

I MOVE TO APPROVE CONSENT AGENDA

VOICE BOTE NON THE MOTION CARRIED UNANIMOUSLY

1. Approve the August 15th City Commission Minutes
Staff Representative: City Clerk's office
2. Adopt Resolution 2024-20 A Resolution of the City Commission of the City of Cocoa Beach, Florida revising utility deposits for sewer, garbage, stormwater, and reuse services; and providing for an effective date.
Staff Representative: Patrisha Draycott, Chief Finance Officer, Brad Kalsow, Water Rec Director
3. Request to Approve Amendments to The Community Development Block Grant Policies
Staff Representative: Devan Taly, Director of Grants & Special Projects
4. Approve Fiscal Year 2025 Liquid Sodium Hypochlorite bulk supply piggyback agreement on Bay County contract bid number 22-27 for Odyssey Manufacturing Co. to supply the wastewater treatment plant at a price of \$1.65 per gallon.
Staff Representative: Brad Kalsow, Water Rec Director
5. Request Permission to Contract with Firms for the Wrecker Service and Storage RFQ
Staff Representative: Devan Taly, Director of Grants & Special Projects
6. Approve a one-year Memorandum of Understanding (MOU) between the City of Cocoa Beach and the City of Cape Canaveral to share the cost of the School Resource Officer (SRO) assigned to Cocoa Beach Junior/Senior High School for the 2024/2025 school year.
Staff Representative: Patrisha Draycott, Chief Finance Officer, Wes Mullins, Police Chief
7. Cancellation of Gray Robinson Lobbying Services Contract

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Staff Representative: Devan Taly, Director of Grants & Special Projects

J. ITEMS REMOVED FROM THE CONSENT AGENDA

K. UNFINISHED BUSINESS

1. Adopt the second reading of Ordinance 1692;
AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING SECTION 1-8, "GENERAL PENALTY; CONTINUING VIOLATIONS; ADJUDGING FINES AND IMPRISONMENTS", OF CHAPTER 1, "GENERAL PROVISIONS", AND SECTION 5-49.1 "PENALTY FOR VIOLATION OF ARTICLE" OF ARTICLE iiiB "OCEANFRONT BUILDING RESTRICTION LINE AND SEAWALL LINE" OF CHAPTER 5 "BEACHES, FILLS, BOATS, AND WATERWAYS" AND SECTION 26-7 "ILLEGALLY PARKED MOTOR VEHICLES IN A TOW-AWAY ZONE; REMOVING; STORAGE; RESTORATION' OF ARTICLE I, "IN GENERAL" OF CHAPTER 26, "TRAFFIC" OF THE COCOA BEACH CODE OF ORDINANCES, UPDATING PENALTY PROVISIONS FOR VIOLATIONS OF THE CITY CODE AND ELIMINATING ALL OUTDATED REFERENCES TO MUNICIPAL JUDGES FROM THE CITY CODE AND PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ordinance 1692 is an administrative ordinance removing municipal judges and municipal courts. The first reading was held on August 15, 2024.

Staff Representative: Becky Vose, City Attorney Randy Stevenson, Director of Development Services

MOTION BY WILLIAMS/WOULAS
I MOVE TO APPROVE ORDINANCE 1692
ROLL CALL VOTE PASSES 5-0

L. NEW BUSINESS

1. Approve Ordinance 1693 on first reading:
An Ordinance of the City of Cocoa Beach, Florida, amending City of Cocoa Beach Code of Ordinances, Section 15-17, "restrictions on camping" and section 30-29 "classes of violations and associated civil penalties"; providing for findings and intent; prohibiting overnight public camping and sleeping; providing for exceptions to the prohibition; providing for enforcement of section 15-17; Providing general clean-up changes; and providing for severability, conflicts, codification, and an effective date.

This ordinance is to prevent potential conflicts with the County or the new State law (Section 125.0231, Florida Statutes), it is recommended that the City

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Commission adopt by Ordinance a prohibition of public camping or sleeping. Adopting a zero-tolerance policy for camping or sleeping on municipal property will head off any potential costs associated with potential litigation from citizens or business owners negatively impacted by camping or sleeping on city property.

Staff Representative: Becky Vose, City Attorney

MOTION BY WILLIAMS/WOULAS
I MOVE TO APPROVE ORDINANCE 1693,
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY

Authorize CK Contractors, a continuing service contractor with the City, to replace the 8" sewer gravity main from the corner of 1st Street North and Atlantic Avenue to the northern property line of 101 N. Atlantic Avenue. The work will be done in conjunction with the FDOT drainage project and 101 N. Atlantic stormwater utility upgrades. Total price will be \$69,744. This is not a budgeted item. Contingency funds will be used to cover expenses, and the current fund account balance is \$145,197.96

Staff Representative: Brad Kalsow, Water Rec Director

MOTION BY WILLIAMS/WOULAS
I MOVE TO APPROVE FDOT DRAINAGE PROJECT
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Commissioner Williams stated that Brad is stellar at getting grants and thanked Brad for working hard.

M. GENERAL PUBLIC COMMENT -(Only if not accommodated in the 30-minute Public Comment period earlier)

N. ADJOURNMENT

Meeting adjourned at 8:11 P.M.

X

Karin Grooms
City Clerk

X

Keith Capizzi
Mayor

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Finance /
PATRISHA DRAYCOTT, CFO

MEETING DATE

September 19, 2024

REQUESTED MOTION/ACTION

Approve contract CB 24 - 008 with Mauldin & Jenkins, LLC, Certified Public Accountants.

Staff Representative: Patrisha Draycott, Chief Financial Officer

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

This is a budgeted expense (FY2025)

BACKGROUND:

On June 20, 2024 the City Commission approved Resolution No. 2024-13 establishing the Auditor Selection Committee. On August 8, 2024 the Auditor Selection Committee ranked the top three firms, and selected the top ranked firm (Mauldin & Jenkins, LLC) to award the auditor contract. On August 15, 2024 the City Commission approved the City staff to enter negotiations with the top ranked firm, Mauldin & Jenkins, LLC. Contract CB24-008 has been negotiated between the City and Mauldin & Jenkins, LLC and City staff are recommending City Commission approval of the contract.

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /
Devan Taly, CRA Administrator

MEETING DATE

September 19, 2024

REQUESTED MOTION/ACTION

Request approval to contract with Geosyntec Consultants Firm for the Cocoa Beach Stormwater Vulnerability Assessment. If unable to negotiate with the first firm, authorize City staff to negotiate a contract with the next rated firm that the City Manager can approve. This is a budgeted item.

Staff Representative: Devan Taly, Director of Grants & Special Projects

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

ARPA funded \$550,000 Approved Previously by Commission

BACKGROUND:

City staff is requesting approval to contract with Geosyntec Consultants firm for the Cocoa Beach Stormwater Vulnerability Assessment Request for Qualifications (RFQ). Authorize City staff to negotiate prices and contracts with other firms that can be approved by the City Manager.

This includes State of Florida Department of Environmental Protection Vulnerability Assessment Compliance Checklist Certification that is in accordance with 380.093(3), F.S. that provides the components, scenarios, data, and information required for a comprehensive Vulnerability Assessment. The Vulnerability Assessment must be submitted and verified by FDEP for verification of compliance with 380.093(3), F.S. requirements.

CITY OF COCOA BEACH REQUEST FOR QUALIFICATIONS

CB 24 - 009



COCOA BEACH STORMWATER VULNERABILITY STUDY

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PART I – GENERAL INSTRUCTIONS

The City of Cocoa Beach is requesting qualifications from a consulting firm for a Cocoa Beach City Wide Stormwater Vulnerability Assessment.

Respondents are responsible for providing the following:

- Firm overview and applicable experience including the consultant's ability to adequately perform the entire scope of services. Include information from any sub consultants as applicable.
- Assessment specific and relevant experience, including specific references to costs, timelines and consultant fees.
- Provide a listing of comparable client references that are using the consultant's professional services, (i.e., client name, address, telephone number, contact person and length of time service was provided).
- Indicate specifically the members of the firm who will have primary responsibility for the City's contract and provide a resume for each. Also indicate all key individuals and their tasks and/or areas of expertise.

Florida Statute 287.055, "Consultants Competitive Negotiation Act" shall be followed to secure the required consulting engineering firm(s). For continuing contracts, firms shall provide professional services to the City **for projects in which construction costs do not exceed \$2,000,000 or for study activity when the fee for such professional services does not exceed \$200,000.**

The proposal package, other information, and addendums (if issued) may be obtained at www.cityofcocoa-beach.com/bids.aspx. 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, As such, the words "bid" and "proposal" are interchangeable in reference to all offers submitted by prospective Proposers.

The City will receive proposals at the office of the City Clerk, Public Works Facility, 1600 Minutemen Blvd., Cocoa Beach, FL 32931. Proposals may be delivered or mailed to the City Clerk, City of Cocoa Beach, 1600 Minutemen Causeway, Cocoa Beach, FL 32932-2430.

All proposals to be considered shall be received **on or before 2:00 p.m. local time on Friday, August 23, 2024**, in a sealed envelope (Price Proposal Form) clearly marked with your firm's name and: **RFQ No: CB 24 - 009: "COCOA BEACH STORMWATER VULNERABILITY STUDY"** Proposals must be submitted in **one (1) UNBOUND original and THREE (3) signed copies** with a flash/jump drive containing **one file in PDF format of the hard copy of the proposal exactly as submitted.**

The complete responsibility for obtaining, completing, and submitting this request for sealed proposals to the City of Cocoa Beach is solely and strictly the responsibility of the Proposer. Proposals received after the time and date stipulated shall be considered non-responsive and returned to the Proposer unopened. Proposals will be publicly recorded.

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Late proposals will not be accepted. The City Manager or designee will be the official and final authority for determining late proposals.

The City reserves the right to waive any irregularity or informality in the proposals received, to determine, in its sole discretion, whether or not informality is minor, to reject or accept any or all submissions and to select the winner based on criteria which serves the best interest of the City of Cocoa Beach.

Any Proposer may withdraw its submittal prior to the indicated opening time. The request for withdrawal must be submitted in writing to the Project Coordinator. After the deadline, proposals become a record of the City and will not be returned to the Proposer. The withdrawal letter must clearly state that the Proposer has withdrawn any offer contained in the RFQ and as such, a withdrawal is irrevocable. Proposal documents are exempt from public records for a period of thirty (30) days or a Notice of Intent to Award is issued whichever comes sooner per Chapter 119, as amended, by the state statutes.

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 Project Coordinator immediately.

1. PURPOSE

It is the intent of the City of Cocoa Beach, Florida, to request proposals/bids from firms that must be legal entities authorized to do business in Florida to provide Engineering Services to the City of Cocoa Beach, using the qualifications-based selection process under Florida Statutes, Section 287.055.

2. PUBLIC OPENING

All submittals will be publicly opened immediately following the deadline for submission of the proposals. The purpose of the public opening is for acknowledgement of proposals received. Only the names of the proposers will be announced at that time. No award will be made or implied at this time. The documents will not be reviewed or evaluated at the public opening. No discussion of any nature concerning the proposals/submissions will be held at this time. A copy of the opening document will be posted to City's website after opening. The proposal shall be firm for a period of ninety (90) days from the date of the public opening.

A review committee utilizing the Selection Criteria presented in **Part V** of this document will conduct a review of the Proposals and recommend selection of the most qualified Proposal. The selected Proposals and Proposer(s) will be ranked and may be presented to the City Commission for final selection. The City Commission retains the right to accept or reject the recommendations of the review committee and select a qualified firm which, at the sole discretion of the City Commission, is determined to be the best-qualified Proposer(s) to serve the interest of the City.

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3.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.

Step	Proposed Date (Estimated no later than)
Advertisement of RFQ	Sunday, July 14, 2024
Non Mandatory Pre – Proposal Meeting	Thursday, July 25, 2024
Cut-off for Receipt of Questions	Wednesday, August 7, 2024
Final Addenda to Answer Questions	Wednesday, August 12, 2024
RFQ Proposals Due (Public Opening)	Friday, August 23, 2024
Evaluation of Firms by Committee	Thursday, August 29, 2024
Presentation to City Commission	Thursday, September 19, 2024
Contract Execution	To Be Determined

NON-MANDATORY PRE-PROPOSAL MEETING

A non-mandatory pre-proposal conference will be held Friday, July 25, 2024, at 10:00 AM in the Cocoa Beach Country Club, 5000 Tom Warriner Blvd, Cocoa Beach FL 32931. This Pre-Proposal meeting will allow all Proposers the opportunity to bring forward any questions concerning this proposal. All interested parties are required to attend. Any proposal received from any firm other than firms represented at the conference will be disqualified from consideration. An attendee may represent only one (1) firm.

5.PROJECT COORDINATOR

The project coordinator and designated liaison for the City of Cocoa Beach is:

Devan Pritts	Phone (321) 868-3280
Project/Grant Coordinator	
1600 Minutemen Causeway	
Cocoa Beach, FL 32931	Email: devan.pritts@cityofcocoa beach.com

The City will not respond to oral inquiries. Proposers may submit written, (e-mailed or faxed) inquiries regarding this RFQ to the project coordinator. The City will record its responses to inquiries and any supplemental instructions in the form of written addenda. All written addenda will be issued through the City’s website at www.cityofcocoa beach.com/asp. It shall be the responsibility of the Proposer, prior to submitting its proposal, to determine if addenda were issued, acknowledging same, and

incorporating them into its proposal.

6.COSTS OF PROPOSAL PREPARATION AND/OR PRESENTATIONS:

The City shall not be liable for any expense whatsoever incurred in connection with the preparation of a response to this Request for Qualifications (RFQ). The Proposer shall prepare a Proposal with the understanding that no claim for reimbursement shall be submitted for the expense of proposal preparation and/or oral or written presentation(s). Proposers should prepare a straightforward and concise description of the Proposer's ability to meet the requirements of the RFQ.

The Evaluation Committee, at its discretion, may conduct discussions with and may require public presentations, oral interviews, or question and answer sessions by shortlisted firms regarding their qualifications, approach to the project, and ability to furnish the required services. The City shall not be responsible for any expenses incurred for such presentations.

7.CONTRACT PROHIBITION:

All prospective proposers are hereby instructed **NOT** to contact any member of the City of Cocoa Beach Commission, City Manager, or City of Cocoa Beach staff member other than the Authorized City Contact Person 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 your submittal. Only that individual listed as the contact person shall be contacted.

8.CONTRACT AGREEMENT/TERM & TYPE OF CONTRACT:

The Proposer understands that this RFQ does not constitute an agreement 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 RFQ shall be included in and be made a part of the final award. Other requirements to be included in the contract are:

- a) Registration and participation in the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of.
 - All persons employed by the Contractor to perform employment duties within Florida.

AND

 - All persons (including sub-contractors) assigned by the Contractor to perform work pursuant to the Contract with the City.
- b) Participation in the City's Owner Direct Purchase (ODP) Program.

9.RESERVED RIGHTS:

The City reserves the right to accept or reject any/or all submissions, to accept all or any part of the submission, to waive any irregularities and technicalities, and to request resubmission, if it is deemed in the best interest of the City.

The City, in its sole discretion, may expand or decrease the scope of work to include modify or exclude additional requirements. The City reserves the right to investigate, as it deems necessary, to determine the ability of any firm to perform the work or services requested. The firms upon request shall provide information the City deems necessary in order to make a determination. In the event of a sole Proposal, City reserves the right to reject the sole Proposal. The City reserves the right to award more than one (1) contract if that is in the City's best interest.

10.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 Proposal for the same items, or with the City. The Proposer also certifies that its Proposal is in all respects fair and without outside control, collusion, fraud, or otherwise illegal action.

11. COPYRIGHTS & PATENTS

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

12.QUALIFICATION OF PROPOSERS/BIDDERS

This bid shall be awarded to the most responsive firms, qualified to provide the work specified and that 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 ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions stated herein.

13.PERFORMANCE

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

14.AUDIT RIGHTS

The City shall be entitled to audit the books and records of a Contractor or any sub-contractor to the extent that such books and records relate to the performance of such Contract or sub-contract. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under the prime Contract and by the sub-contractor for a period of five (5) years from the date of final

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payment under any sub-contract unless a shorter period is otherwise authorized in writing. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5)-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5)-year period, whichever is later.

15.PROMPT PAYMENT ACT & PROJECT INVOICING

Payment by the City shall be made in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act

Invoices will be prepared in accordance with the City Finance Department procedures, which will be addressed in the contract.

16.DISPUTE RESOLUTION

In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Procurement and Contracts Division and the invoicing party shall meet to consider the disputed issues.

17.FLORIDA SALES TAX

The City is a governmental agency and a political subdivision under Florida law. Purchases by the City under this Contract are exempt from Florida sales tax: No purchase made by any entity is qualified to be exempt other than those made directly by the City.

END OF PART I

PART II – RFQ/PROPOSAL PREPARATION

PROPOSAL SUBMISSIONS-GENERAL

All proposals must be typed and presented in an organized fashion. Submittals shall be printed on 8-1/2 × 11-inch paper, in booklet style, typed in Arial, Century, Courier, or Verdana typeface, in at least 10-point size. Both sides of the page may be printed. If necessary 11" x 17" pages are allowed for illustrations, construction schedules, charts, tables, exhibits, etc. and will count as one (1) page. Any corrections to the proposals must be initialed. The Proposer's name shall appear on each page of the proposal and each page shall be numbered. All proposals shall contain a table of contents. 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. 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 information as follows.

Subsequent specification(s) as to the number of pages and content of those pages is intended to provide general guidance only. Proposers should include all pages/information necessary to indicate their qualifications & abilities for this project.

Responses will be evaluated based on the written document submitted as the response to this RFQ; therefore, the response must give a clear, concise, and complete statement of qualifications. For reasons of maintaining fairness and for ease of evaluation, responses to this Request for Qualifications must comply with the following directions and must be presented in this format and in the order identified below. Covers, tables of contents, and divider tabs will not be counted in the section page limits.

Proposal Format and Certification:

Complete the form enclosed as **EXHIBIT B, PROJECT FORM and CERTIFICATION** and return in the submittal immediately following the cover page and before the Tab 1 Firm Profile. Proposals without the manual signature of an authorized agent of the Proposer shall be deemed non-responsive and ineligible for award.

Table of Contents

Self-explanatory

Tab 1 – Firm Profile: The purpose of this section is to provide a brief overview of the firm and firm history. Briefly describe the firm's organization and philosophy and, in addition, include the following information (maximum three (3) pages):

- 1) Basic Information – Contractor's name, mailing address, email address, and phone number(s).
- 2) Primary Contact Person - Name and contact information for the Contractor's primary contact person. This person will be the contact person for all matters related to the response to this RFQ, scheduling, negotiating, and contracting.
- 3) Qualifications - Summary and highlights of the Contractor's qualifications, number of years in business, and ability to provide the services identified in the purpose and scope of services of this RFQ (Part III).

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- 4) Availability - Specify the location of the Project Manager and key personnel that will be assigned to work on this project. If the contractor has more than one location, then indicate where each Team Member's main office resides, and the amount of their time (in hours per week) allocated to the main office and the satellite offices.
- 5) Additional Information - Additional information the Contractor believes relevant and important, not otherwise requested.

Tab 2 - Technical Approach to Project: (Maximum five (5) pages) The Proposer shall review Part III Scope of Services and provide a narrative demonstrating Proposer's approach to project and its ability to furnish services. Relative to the scope of services (Part III) for the project, describe the specific abilities of the firm and its sub-consultants. Provide the following information/descriptions:

- The methodology the Proposer will use in providing continuing engineering services.
- Describe the various phases of the project. Indicate if services will be provided by Proposer or by sub-consultant firm. When services are to be provided by sub-consultant firm, include sub-consultant firm's name, appropriate qualifications and what services and percentage of services will be provided.
- The data and information that will be required as part of the evaluation process and how it will be used.
- Specific information and/or ideas on cost-saving innovations to be incorporated into the final product.
- Describe the Proposer's Quality Assurance/Quality Control Program.
- Anticipated type and date of deliverables.

Tab 3 - Staff Credentials and Project Team: Introduce the designated project manager and the project team. Include a team organizational chart highlighting the key people who shall be assigned to work on the project (no photos please). Illustrate the lines of authority and designate the individual responsible for the completion of the service.

In addition, for each key person who would be assigned to the projects, include: a one- or two-page résumé with the person's title, email and other contact information, current position with the company, length of time with the company, a summary of relevant professional qualifications, relevant project experience and education. For each key person include a copy of applicable current professional licenses, registrations, and/or certifications. Identify services to be provided by subcontractors, and provide the name, email, and other contact information for each subcontractor's contact person, including county of residence. Provide summaries of each subcontractor's experience relative to the portion of the services they intend to provide.

Tab 4 - Related Experience: Utilizing the firm experience record provides at least three (3) projects completed within the past five (5) years to indicate proficiency in similar work. An Experience Record Form shall be submitted for all firms included in the Project Team.

All Proposers and key firms of the Proposers' teams shall disclose and provide a written explanation regarding any litigation, major disputes, contract defaults and liens within the

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last 5 years.

Include a minimum of three (3) references that have recently (within the last five (5) years) hired the firm for projects in the discipline of services being offered by the firm for this project, including completed projects. Points will be deducted for inaccurate information. If the reference cannot be reached due to inaccurate information a score of zero may be assigned to that reference.

Tab 5: Ability to Meet Schedule and Budget Requirements: Provide a short narrative outlining how the Proposer intends to manage projects in order to meet schedule and budget requirements.

Indicate the controls to be utilized to maintain both schedule and budget for projects.

Describe how personnel will be assigned and tasks effectively handled in order to provide the most efficient services on projects during both the design and the construction phases of projects.

Describe the current and projected workload of the proposer and sub-consultants over the next two years and the daily ability of each to handle the scope of services.

Provide a graphic representation of the proposer's current commitments over the next two-year period for key members of the project team.

INSURANCE REQUIREMENTS:

The successful **PROPOSER** firm shall be required to supply, at their cost, the following minimum insurance coverage:

Workers Compensation:

Coverage is to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident; \$500,000 each employee; and \$500,000 policy limit for disease.

Comprehensive Commercial General Liability Insurance:

Occurrence form required. Aggregate must apply separately to this contract/job. Minimum \$500,000 each occurrence; \$ 2,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 fire damage.

Automobile Insurance:

To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this agreement.

Professional Liability Insurance:

A minimum of \$ 2,000,000 per occurrence with a \$ 2,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as

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available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made.

The City of Cocoa Beach is to be named additional insured on Comprehensive Commercial General Liability Policy and the Business Auto Policy. Certification of same shall be required. All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this agreement.

Any and all deductibles to the above referenced policies are to be the responsibility of the successful firm.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the City is given at least ten (10) days' prior written notice of cancellation by the insurance company.

INDEMNIFICATION/HOLD HARMLESS:

The contract with the successful Proposer shall include the following indemnity:

The **SUCCESSFUL PROPOSER** shall indemnify and hold harmless, the *CITY*, its Commissioners, officers and employees, from all liabilities, damages, losses and costs (including, but not limited to, the reasonable value of attorneys' services and court costs, whether such services and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of the value of attorneys' services), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the **SUCCESSFUL PROPOSER**, or **SUCCESSFUL PROPOSER's** officers, employees, agents, and other persons employed or utilized by the **SUCCESSFUL PROPOSER** in the performance of, or the failure to perform, the Contract.

In the event of a claim, the CITY shall promptly notify the **SUCCESSFUL PROPOSER** in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the address shown in the contract.

The CITY shall provide all available information and assistance that the **SUCCESSFUL PROPOSER** may reasonably require regarding any claim.

This agreement for indemnification shall continue in force for five (5) years from the date of full completion of all obligations of the **SUCCESSFUL PROPOSER** under the Contract.

In the event that there is a conflict between this agreement and any other applicable indemnification agreement between the CITY and the **SUCCESSFUL PROPOSER**, the agreement which provides the most protection for the CITY shall take precedence.

Nothing in the award, resulting agreement, or contract shall be deemed to affect the rights, privileges and immunities of the City as set forth in Florida Statute 768.28.

END OF PART II

PART III – SCOPE OF SERVICES

BACKGROUND INFORMATION

The City of Cocoa Beach is requesting qualifications from a consulting firm for a City-Wide Cocoa Beach Stormwater Vulnerability Assessment.

FIRM QUALIFICATIONS AND EXPERIENCE

Respondents are responsible for providing the following:

- Firm overview and applicable experience including the consultant's ability to adequately perform the entire scope of services. Include information from any sub consultants as applicable.
- Project specific and relevant experience, including specific references to project costs, permitting timelines and consultant fees.
- Provide a listing of comparable client references that are using the consultant's professional services, (i.e., client name, address, telephone number, contact person and length of time service was provided).
- Indicate specifically the members of the firm who will have primary responsibility for the City's contract and provide a resume for each. Also indicate all key individuals and their tasks and/or areas of expertise.

PROJECT SPECIFIC SCOPE OF SERVICES

The Cocoa Beach Stormwater Vulnerability Assessment is city-wide . The anticipated project is to be as follows. The Consultant is to provide the estimated fees for the project in a **separate, sealed envelope**. The estimated fees will not be a determining factor in the evaluation process.

Vulnerability Assessment

The following should be the minimum included in the Vulnerability Assessment:

- The preliminary investigation work, to include, preliminary survey gathering, historical information research and initial correspondence with the proposed regulatory jurisdictions. This includes State of Florida Department of Environmental Protection Vulnerability Assessment Compliance Checklist Certification that is in accordance with 380.093(3), F.S. that provides the components, scenarios, data, and information required for a comprehensive Vulnerability Assessment.
- The Vulnerability Assessment must be submitted and verified by FDEP for verification of compliance with 380.093(3), F.S. requirements.
- A detailed schedule, including important milestones for each alternative. Specific permitting and timelines for each alternative should be extremely detailed.
- Public information and involvement meetings, including meetings with the general public, staff, as well as commission presentations.

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PRICING

The City anticipates awarding one (1) contract to the most qualified firm. **The pricing to be included in is not part of the evaluation process. All pricing must be submitted in a separate, sealed envelope.** Attach additional sheets as necessary to fully detail the proposed scope. The proposed scope **without pricing** should be included with the qualifications package.

The consultant must apply for all permits; however, the City will absorb the cost of the permitting fees. A detailed list of all necessary permit fees is to be included.

Payment shall be made on a draw basis, based on work completed. (to be determined at the project kickoff meeting).

Lump Sum Price:

\$ _____

Price in Words:

END OF PART III

PART IV – PROJECT DETAIL

RFQ PROCESS

The selected firms, as part of their contract with the City, will be required to perform the services in **PART III – SCOPE OF SERVICES**.

A Pricing Fee Schedule must be provided in a separately sealed envelope with the proposal submittal. This Pricing Fee Schedule should clearly state the proposed hourly cost for proposed engineering services.

The sealed Pricing Fee Schedule included in the bid proposal should contain all pricing information relative to performing the tasks as described in this RFQ. The Price Fee Schedule envelope will be opened upon selection of the qualified firms.

After reviewing the final proposals, the City will rank the Proposers and reserves the right to negotiate agreements with the top ranked Proposers, subject to approval by the City Commission.

The City reserves the right to negotiate multiple contracts with the top ranked firms as determined by the PSRC.

TRUTH-IN-NEGOTIATIONS CERTIFICATE:

If applicable, execution and signature by the vendor of the Bid Form shall act as the execution of a truth-in-negotiation certificate certifying that the wage 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. For professional service Contracts, the original Contract Fee Schedule and any additions thereto will be adjusted to exclude any significant sums by which the City determines the Contract Fee Schedule was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. The City shall exercise its rights under this “Certificate” within one (1) year following payment.

PROPOSAL BOND AND/OR PERFORMANCE BOND:

A Proposal Bond is not required.

Having satisfied all conditions of the award as set forth elsewhere in these documents, the successful bidder shall, within the period set forth, furnish such performance and payment bond in the amount of the contract awarded, as security for faithful performance of the contract, and for the payment of all persons, firms, or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment or services for any nature employed or used by him in performing the work. Such bond shall in in a form and from a surety acceptable to the City, and shall bear the same date, or a date subsequent to the date of the contract.

INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

Proposals shall clearly indicate the legal name, address and telephone number of the proposer (company, firm, partnership, individual). The signatory shall have the authority to bind the proposer to the submitted proposal.

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The Proposer may be a corporation, partnership, limited liability company, joint venture or other legal entity. If more than one entity has combined to form the Proposer, each such entity must be appropriately registered to do business in the State of Florida as required by law. In addition, the Proposer (or the joint venture member that will provide the construction services) must be registered with the Florida Department of Business and Professional Regulations as required under Chapter 489, Florida Statutes, prior to submitting a proposal.

END OF PART IV

PART V - EVALUATION AND SCORING

RATING SYSTEM

A rating system will be utilized by the City's Professional Services Review Committee (PSRC) to score and rank each proposal. Proposers are encouraged to keep their qualification proposals concise and to include a minimum of marketing materials. At a minimum, each Proposal must address the following criteria:

	Maximum Points
1. Firm Profile	5
2. Technical Approach to Assessment	30
3. Staff Credentials and Project Team	30
4. Related Experience	20
5. Ability to Meet Schedule and Budget Requirements	15
6. Financial Capability –Responsive or Non-Responsive	none
TOTAL POSSIBLE POINTS	100

1. FIRM PROFILE - 5 POINTS

The Proposer will be evaluated on the Proposer's capacity and experience relative to the services specified in the scope of services section (Part III) of this RFQ. The points awarded shall be based on the following:

- Number of years performing engineering services
- Project teams' location and availability to work on this project.
- Additional pertinent factors provided for consideration.
- Completeness of the information provided per the instructions in Par.

2. TECHNICAL APPROACH TO ASSESMENT - 30 POINTS

The Proposer's technical approach to the assessment will be evaluated on the following items:

- The Proposer's methodology.
- Description of the project, including detail of any sub-consultant's role
- Specific information and/or ideas on cost-saving innovations
- Quality Assurance/Quality Control Program.
- Types and dates of deliverables.

3. STAFF CREDENTIALS AND PROJECT TEAM - 30 POINTS

The Proposer's staff credentials, and project team will be evaluated on the following items:

- Team profile and proposed project team management
- Organizational chart
- Resumes, certifications, registrations, and licensure of personnel
- Credentials and experience of proposed project team
- Required information for sub-consultants, if applicable
- Project team continuity and work history

4. RELATED EXPERIENCE – 20 POINTS

The Proposer's related experience will be evaluated based on relevant projects within the last five (5) years in these disciplines.

List projects completed within the past 5 years to indicate proficiency in similar work. An Experience Record Form shall be submitted for all companies included in the Project Team.

Provide more specific information on a maximum of five (5) recent, representative projects. Identify members of the project team who have worked on these representative projects and their levels of responsibility.

The Proposer's references will be evaluated based on the following:

- Successful execution of projects
- Responsiveness to client
- Accuracy of client contact information

5. ABILITY TO MEET SCHEDULE AND BUDGET REQUIREMENTS – 15 POINTS

The Proposer's ability to meet schedule and budget requirements will be evaluated based on the following:

- The quality of the narrative outlining how the proposer intends to manage projects in order to meet schedule and budget requirements.
- Indicate the controls to be utilized to maintain both schedule and budget for this project.
- The description of how personnel will be assigned and tasks effectively handled in order to provide the most efficient services on the project during both the design and the construction phases of the project.
- The availability of personnel assigned and projected workload.

RISK:

Proposers responding to this Request for Proposals do so at their sole expense and risk. Subsequent to the issuance of this Request for Qualifications, the City reserves the right to:

- Make changes to the RFQ.
- Cancel this RFQ.

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- Request clarifications.
- Waive any informality or irregularity.
- Negotiate modifications to qualification proposals.
- Reject any and all qualification proposals for any reason whatsoever; and
- Proceed with alternative project delivery methods if so desired by the city.

No Proposer is guaranteed the award of an Agreement or any work as a result of being selected or short-listed for this project.

CLARIFICATIONS AND ADDITIONAL INFORMATION

The City reserves the right to request clarifications or additional information from any Proposer. Specific questions may be addressed to each of the Proposers and the Professional Services Review Committee may consider any further elaboration by the Proposers of any information previously submitted.

PARTNERSHIPS/CORPORATIONS/AGENTS

If the proposer is a joint venture, the individual empowered by a properly executed Declaration of Joint Venture and Power of Attorney Form shall execute the proposal. The proposal shall clearly identify who will be responsible for the engineering, quality control, materials testing and construction portions of the work.

When a corporation is a Proposer, the authorized corporate officer signing the Proposal shall set out the corporate name in full beneath which said officer shall sign his/her name and give title of his/her office.

Anyone signing the Proposal as officer or other agent must file with it legal evidence of the authority to do so. Proposers who are or include corporations or limited partnerships shall furnish a duly executed certificate of status from the Florida Department of State.

The person(s) signing each Proposal shall certify under oath on the Proposer Information / Certification Form (Attachment C), that the information contained in the Proposal is true and accurate. Each Proposer understands by submitting a Proposal that the Professional Services Review Committee will rely in part on such certification in selecting the short-listed firms.

Failure to submit documents requested above with the proposal or within twenty-four (24) hours of the request made by the CITY may be the basis for rejection of the Proposal. Such documents must be effective as of the date of the proposal.

Short-listed Proposers will be required to show evidence of having filed with the State of Florida for registration of their Design-Build entity within 15 days of announcement of the short list.

The contracted Design-Build Entity will be required to accept the payment method (e.g., credit card / e-payment or other) selected by the City. This requirement will be addressed in the Contract.

END OF PART V

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PART VI – EXHIBITS

FORM	NAME	REMARKS	PAGE
EXHIBIT A	PROPOSAL SUBMITTAL SIGNATURE FORM	Mandatory	20
EXHIBIT B	PROJECT FORM & CERTIFICATION	Mandatory	21
EXHIBIT C	STATEMENT OF ORGANIZATION	Mandatory	22
EXHIBIT D	STANDARD CONTACT AMMENDMENT	Mandatory	25

****** COMPLETE ALL EXHIBITS AND INCLUDE IN SUBMITTAL ******

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EXHIBIT A
PROPOSAL SUBMITTAL SIGNATURE FORM

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract if the firm is awarded the contract by the City.

The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

As addenda are considered binding as if contained in the original specifications, it is critical that the firm acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Company Name

Telephone #

Email

Main Office Address

City

State

Zip Code

Address of Office Servicing City of Cocoa Beach, if different than above

City

State

Zip Code

Name & Title of Firm Representative

Telephone #

Email

Signature

Date

CITY OF COCOA BEACH – REQUEST FOR QUALIFICATIONS - CB24 009
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EXHIBIT B
PROJECT FORM & CERTIFICATION

Proposer Name: _____

Address _____

City: _____ State _____ Zip _____

Telephone _____ Email _____

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 proposal opening.

Variations

The Proposer shall identify 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

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EXHIBIT C
STATEMENT OF ORGANIZATION

Page 1 of 3

The proposer must state whether he/she is an individual, partnership, corporation, or joint venture. Partnerships shall show the names, titles, and original signature of all partners with authority to bind the company. Corporations must be signed in the name and with the seal of the corporation, followed by the original signature and title of the person authorized to bind the corporation. Each joint venture shall be required to sign for each individual, partnership and corporation that is a party to the joint venture.

If the Proposer is an **INDIVIDUAL**:

Individual's Name: _____
D/B/A: _____
Signature: _____
Business Address: _____

Phone: _____ **Fax:** _____

If the Proposer is a **PARTNERSHIP and LIMITED LIABILITY COMPANY**
(Provide names and signatures of all partners):

Company Name: _____
Partner _____
Signature: _____
Partner _____
Signature: _____
Partner _____
Signature: _____
Business Address: _____

Phone: _____ **Fax:** _____

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EXHIBIT C
STATEMENT OF ORGANIZATION

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If the Proposer is a **CORPORATION**:

Corporation Name: _____
State of Incorporation _____
Name/Title of person _____
authorized to bind _____
Signature: _____
Name/Title of person _____
authorized to bind _____
Signature: _____
Business Address: _____

Phone: _____ **Fax:** _____

If Proposer is a **JOINT VENTURE**:

Name/Title: _____
Business Address _____

Phone: _____ **Fax:** _____
Name/Title of person _____
authorized to bind _____
Signature: _____
Business Address: _____

Phone: _____ **Fax:** _____

CITY OF COCOA BEACH – REQUEST FOR QUALIFICATIONS - CB24 009
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EXHIBIT C
STATEMENT OF ORGANIZATION

Page 3 of 3

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by
_____ who ☐ is personally known to me or ☐ has produced his/her
driver's license as identification.

Notary Public - State of Florida

Print Name:

Commission No:

() Offeror shall submit proof that the company is authorized to do business in the State of
Florida.

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EXHIBIT D
CITY OF COCOA BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into this _____ day of _____, 20____, 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 agreement entitled _____, dated _____ (“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.

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.

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

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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 - SECOND FLOOR
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. 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 by 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 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 yearend 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. 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

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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 Brevard County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

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

Human Resources /

MEETING DATE

September 19, 2024

REQUESTED MOTION/ACTION

Ratify the following three-year union contract, for the period of October 1, to September 30, 2027, between the City of Cocoa Beach and:

- a. The Florida State Lodge Fraternal Order of Police Inc. (FOP).
 - b. Local 3570, The International Association of Fire Fighters (IAFF) {updated 9-17-2024}
- Staff Representative: Cindy DePina, Director of Human Resources and Patrisha Draycott, CFO

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:



COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF COCOA BEACH

AND

FLORIDA STATE LODGE FRATERNAL ORDER of POLICE INC.

October 1, 2024- September 30, 2027

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ARTICLE 1

PREAMBLE

1.1 This agreement is entered into with the City of Cocoa Beach, Florida, referred to as the City, and Florida State Lodge Fraternal Order of Police Inc. referred to as the Union, for the purpose of promoting harmonious relations between the City and the Union; to establish an orderly, mature and professional procedure; to settle any differences that may arise; and to set forth a contractual agreement between the parties relating to rates of pay, hours of work, and other conditions of employment as defined in Florida Statutes, Chapter 447.

ARTICLE 2

RECOGNITION

2.1 The City acknowledges that the Public Employees Relations Commission (PERC) has certified Union, PERC Certification 1297, as the collective bargaining representative for all permanent and probationary law enforcement employees of the City of Cocoa Beach covered by this agreement in the job classifications of Police Officer, Police Sergeant, Police Lieutenant, Detective, and Dispatcher.

ARTICLE 3

NON-DISCRIMINATION

3.1 The City and Union agree that there shall be no discrimination against any member of the bargaining group due to race, national origin, religion, color, creed, gender, age or physical disability, or membership or non-membership in the Union. Both parties agree that no form of sexual harassment shall be permitted. Alleged complaints of discrimination as described, or sexual harassment, shall be afforded a choice of remedies, but not both, involving either the filing of a grievance or an EEOC complaint.

ARTICLE 4

SEVERABILITY

4.1 The parties hereto agree that should any article, section or paragraph of this Agreement be declared by PERC or a court of competent and final jurisdiction in the premises to be unlawful, invalid, ineffective or unenforceable, said article, section or paragraph shall not affect the validity and enforceability of any other article, section or paragraph hereof, and the remainder of this Agreement shall remain in full force and effect. In the event any article, section or paragraph of the Agreement is lawfully declared invalid, the City and Union shall meet as soon as practicable to negotiate a replacement article.

ARTICLE 5

MANAGEMENT RIGHTS

5.1 Except as specifically restricted by the provisions of this Agreement, the City has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:

- A. Determine the purpose and organizational structure of the Police Department;
- B. Exercise control and discretion over the organization and efficiency of operations of the Police Department;
- C. Set minimum performance standards for service to be offered to the public;
- D. Change, modify or alter the composition and size of the work force, including the right to relieve or layoff employees from duties because of lack of work or funds.
- E. Determine the location, methods, means and personnel by which operations are to be conducted;
- F. Change or modify duties, tasks, responsibilities or job descriptions due to operational requirements of the Police Department;

- G. Transfer, assign, schedule employees in positions within the organizational structure of the City and the Police Department;
- H. Change or modify the number, types, and grades of positions or employees assigned to an organization, unit, division, department, or project;
- I. Decide the scope of the service;
- J. Hire, examine, classify and/or otherwise determine the criteria and standards of selection for employment;
- K. Fire, demote, suspend, or otherwise discipline bargaining employees provided that such action is for just cause.
- L. Test employees pursuant to the provisions contained in the City's Drug Free Workplace Policy;
- M. Promote and/or otherwise establish criteria and/or procedures for promotions within and outside of the bargaining unit; and determine the number and types of positions as well as the number and types of positions in each classification, grade, step or designation in any plan which is or may be developed by the City;
- N. Recall employees in accordance with City policies;
- O. Determine the starting and quitting time and the number of hours and shifts to be worked;
- P. Determine the allocation and content of job classifications; and determine all training parameters for all City positions, including persons to be trained and extent and frequency of training;
- Q. Formulate and/or amend job descriptions;
- R. Create, expand, reduce, alter, combine, assign, or cease any job;
- S. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;
- T. Control the use of equipment and property of the City and determine the number and classifications of employees assigned to any shift, station or piece of equipment;
- U. Determine procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment;
- V. Take whatever prudent action may be necessary to carry out the mission and responsibility of the City in unusual and/or emergency situations;
- W. Maintain the efficiency of the operations of the Department;

5.2 The above rights of the City are not all-inclusive but indicate the type of matters of rights that belong to and are inherent in the City. Any of the rights, powers, and authority that the City had prior to entering into this Agreement, except as expressly modified herein, are retained by the City.

5.3 The City's failure to exercise any one or more of the above rights from time to time will not be deemed a waiver of the City's right to exercise any or all such rights in the future.

5.4 The City agrees to provide the Union with fourteen (14) day's written notice of the City's intent to exercise a management right. Should the Union desire to assert the right to engage in impact bargaining, if any, the Union will provide the City with written notice of its desire, prior to the effective date of the City's action, and shall identify with specificity any and all negotiable impacts. A request to impact bargain will not delay the implementation of the City's action; however, the implementation of the City's action shall not act as a bar to negotiations or impasse resolution.

ARTICLE 6

RULES, REGULATIONS, DISCIPLINE AND DISCHARGE

6.1 Except as modified by a specific provision of this Agreement, the Union agrees that the employees covered hereunder shall comply with all rules, regulations, policies, procedures, and operating bulletins of the City and the Police Department and any amendments thereto.

6.2 Should the City and/or the Department exercise its right to formulate, amend, revise, and/or implement any and all rules, regulations, policies, procedures, and operating bulletins, the City or the Department shall provide a courtesy copy of any new (or amended) rule, regulation, policy, procedure, or operating bulletin to the Union at least fourteen (14) days prior to its implementation. Simultaneous with providing a courtesy copy to the Union, the City or the Department shall post the new (or amended) rule, regulation, policy, procedure, or operating bulletin. "Posting" may be accomplished through electronic mail, telecommunication, bulletin board posting, or any other appropriate means.

6.3 In the event the City or the Department exercises its right to issue a new (or amended) rule, regulation, policy, procedure, or operating bulletin, no bargaining unit employee shall be disciplined

for violation of any such new or amended rule, regulation, policy, procedure, or operating bulletin until the City and/or the Department has informed the Union of its posting of such new or amended rule, regulation, policy, procedure, or operating bulletin in accordance with the above procedure. For the purpose of this Article, hand delivery or mailing to the Union representative shall be deemed service upon the Union. Mailing shall be effective upon deposit in the United States mail by the City or the Department.

6.4 The City Manager, or his designee, may fire, suspend, demote, or otherwise discipline any bargaining unit employee as long as such action is for just cause, and subject to the procedural requirements set forth in the Law Enforcement Officers Bill of Rights.

6.5 Bargaining unit employees shall serve a new-hire probationary period of twelve (12) months which may be extended in writing at the sole discretion of the Chief of Police. The probationary period for newly sworn Police Officers will continue until twelve (12) months after the successful completion of the Field Training program, unless extended by the Chief of Police. New-hire probationary employees cannot grieve or arbitrate disciplinary actions or separation/termination from employment.

ARTICLE 7

DUES DEDUCTION

7.1 The City agrees to deduct once each pay period the Union dues of said employee who individually and voluntarily certify in writing on the Payroll Deduction Authorization Form (see exhibit A) that they authorize such deductions. No authorization shall be allowed for payment of initiation fee, assessment or fines. Any change in the amount of the dues to be deducted will require the employee to sign a new Payroll Deduction Authorization Form with the new dues amount indicated thereon. Any change in the amount of the Union dues would be effective in a time, not to exceed 45 days, to allow the City to make the necessary technical and administrative payroll changes and program adjustments.

7.2 The dues deduction will be remitted to Union each month to the location designated by the Florida State Lodge Fraternal Order of Police Inc. The City's remittance will be deemed correct if

Union does not give written notice to the City within thirty (30) days of a remittance of its belief with reasons stated therefore, that the remittance is incorrect. Money owed the City for back payments shall be deducted from the check remitted to Union during the first month after ratification of this agreement.

7.3 If there is an amount in excess of what is authorized by this agreement the employee affected shall seek recourse with Union and not the City, provided the funds have been received by the Union.

7.4 No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period, after other deductions, are less than the amount of dues to be checked off.

7.5 The Union will indemnify, defend, and hold the City harmless against any claim made and against any suit instituted against the City on account of check-off of Union dues.

7.6 Any employee may withdraw his/her dues deduction upon written request and thirty (30) days notice to the City and Union.

EXHIBIT A

Authorization for Payroll Deduction

I _____, hereby authorize my employer, The City of _____ to withhold from my regular paycheck the amount of my dues to the Fraternal Order of Police and transmit it to the person designated by the Fraternal Order of Police to receive it. I understand that I may terminate this authorization by notifying the City and the Fraternal Order of Police, in writing, thirty (30) days in advance. Furthermore, this authorization shall only be in effect so long as the Fraternal Order of Police Is the Bargaining Agent and I am a member of the Bargaining Unit. This request is made pursuant to Section 447.303, F.S. (1987)

I authorize payroll deduction to be made to the Fraternal Order of Police. Those deductions are to be taken out on a bi-weekly basis and payment will be made to the Florida State Lodge Fraternal Order of Police Inc. monthly. The deduction will be in the amount of \$_____bi-weekly.

Signature _____ Date _____

ARTICLE 8

PROHIBITION OF STRIKES

8.1 Union Activity: The Union agrees that it will not, under any circumstances or for any reason, including alleged or actual breach of this agreement, call, encourage, authorize, ratify or engage, or be in sympathy with, any strike, slowdown, boycott, illegal picketing, or other interruption of work.

8.2 Member Activity: Each and every member in the bargaining group covered by this agreement agrees that he/she will not under any circumstances or for any reason, including alleged or actual breach of this agreement by the City or in sympathy for or support of other employees or union, engage in a strike, slowdown, boycott, illegal picketing, or other interruption of work. It is agreed that any violation of this section may be grounds for immediate discharge and such discharge shall be reviewable under the grievance procedure to determine if a violation, in fact, occurred.

8.3 Union Response: The Union agrees that in any event of any strike, work stoppage, illegal picketing, or interference with the operation of the City, a responsible official of the Union shall promptly and publicly disavow such strike or work stoppage as violation of Florida law and warn the members of the consequences of their actions.

ARTICLE 9

SERVICES TO THE UNION

9.1 The City will furnish the Union, when requested in writing, within a reasonable period of time, a copy of any record, rules, regulations and memoranda requested as long as the request falls within the provisions of Florida Statutes, Chapter 119, and the Union pays the costs for such documents as outlined in Florida Statute 119.

9.2 The City's internal distribution system may be used by the Union for distribution of regular mail or other communications such as: meeting schedules, meeting announcements, arbitration cases and new developments in law enforcement procedures so long as such use does not interfere with

city or police operations. The City's electronic mail system or other electronic media shall not be used for union business or union correspondence.

ARTICLE 10

UNION REPRESENTATIVES

10.1 Any FOP State Staff or Department Representative of the Union shall be admitted to certain designated areas of City property, as designated by the Chief of Police, in order to contact management on matters pertaining to this agreement. Union representatives, as designated above, shall be able to talk with employees of the bargaining group before or after regular working hours or during meal breaks on designated areas of City property. The Union agrees that there shall be no solicitation for membership in the Union, signing up of members, collection of any fees, dues or assessments, meetings or other business activities of the Union on City time.

10.2 The name of the Union Department Representative and alternate shall be furnished to the City and any changes of representatives shall be promptly reported in writing to the City before the representatives can accomplish any representative duties.

10.3 The Union agrees to notify the City, in writing, of its FOP State Staff representative and his/her alternate and any changes thereto.

10.4 Meeting and Arbitration: It is mutually understood and agreed that the City shall not compensate the representative or alternate of the Union and the employees in the bargaining unit for time spent in meetings or conferences held in connection with union business, for meetings to arbitrate any disputes or grievances or for meetings with respect to a dispute which has been referred to an impartial neutral or for any other Union activities. The City agrees that two (2) members of the Union Bargaining Committee (City Employees) may attend contract negotiations while on duty without loss of pay, subject to staffing as determined by the Chief of Police.

10.5 The City agrees to allow the Union representative time off, without pay, to attend State and local functions of the Union, not to exceed a maximum of 3 days per event as determined by the Chief of Police.

10.6 In matters involving investigations of any charges that may result in discipline or dismissal of a bargaining unit member, the supervisor of the employee who is the subject of the investigation may not act as the union representative for said employee in any grievance, arbitration or mediation hearing.

ARTICLE 11

UNION ACTIVITY

11.1 The following sections outline the duties and responsibilities of the Union in performing their functions as recognized Union representatives. In those cases, which cannot be resolved otherwise, the Union representative, if employed by the City, shall investigate grievances during off-duty time. Time spent actually processing and attempting to resolve grievances will be considered duty time and compensable when scheduled during normal duty hours.

11.2 Prior to any proposed investigation, processing or meeting to attempt to resolve grievances, the Union representative shall obtain permission from his/her immediate supervisor and the grievant's supervisor, which will be granted unless the representative or the grievant is performing duties requiring his/her immediate attention. If permission cannot be immediately granted, the City will arrange to allow investigation of the grievance at the earliest practicable time. Upon returning to his/her work assignment, the representative shall report to his/her immediate supervisor.

11.3 Union representatives shall be employees in the bargaining unit who have satisfactorily completed their probationary period.

11.4 It is agreed that all represented have productive work to perform as assigned by the City. The parties agree that each will cooperate with the other in reducing to a minimum, the actual time spent by the Union representative in investigating, presenting and adjusting grievances and/or disputes. Solicitation of any and all kinds by the Union, including the solicitation of grievances, membership and the collection of Union monies shall not be engaged in during working hours.

11.5 While on leave of absence (i.e., for medical or educational purposes) no employee shall function as a Union representative.

ARTICLE 12

GRIEVANCE AND ARBITRATION PROCEDURES

12.1 Definition: A grievance within the meaning of this Agreement shall be defined as a dispute regarding the interpretation and/or application of a specific clause of this Agreement arising during the period of time expressly covered by this Agreement.

12.2 Rules of Grievance Processing:

a. At any step of this grievance procedure, nothing shall be construed to prevent any bargaining unit member from presenting, at any time, his own grievances and having such grievances, excluding arbitration, adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect and if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievances. However, an employee may appeal any disciplinary action resulting in a loss of pay through the grievances process, excluding to arbitration, subject to Union being present at all times as an interested party. Should the employee proceed on his own, all costs ordinarily attributable to the Union shall be solely the responsibility of the employee.

b. A written grievance shall be dated and signed by the aggrieved employee and the Union representative presenting it. A written decision to the employee shall also be forwarded to the Union representative and shall be dated and signed by the appropriate City representative.

c. When a written grievance is presented, it must be signed and dated by the aggrieved employee and Union representative, and upon receipt, the City shall acknowledge receipt by signing and dating same.

d. A grievance not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. If the City's representative fails to render a decision within the time limit set forth in any step, the grievant shall have the right to advance the grievance to the next step

within the time limit set forth for such advancement, said time limit to run from the due date of the City representative's decision.

e. All grievances must be reduced to writing, and must set forth:

- (1). A complete statement of the grievance and facts upon which it is based.
- (2). The remedy or correction requested.
- (3). The section or sections of this agreement claimed to have been violated.
- (4). Must be presented on the required Grievance Form (see exhibit B).

f. At any step of the grievance procedure the aggrieved employee may be accompanied by a Union representative at his/her request only. The FOP State Staff Representative shall be notified of all formal meetings or hearings that are conducted to adjust violations of the Agreement.

g. At any step of the grievance procedure, the Chief of Police or the City Manager, may appoint a person to act on his/her behalf.

h. Except as otherwise provided by applicable law, only the FOP may advance a grievance to arbitration. The City shall not be required to process any request for arbitration, or arbitrate any matter, not authorized by the FOP in writing. Should a bargaining unit employee be legally entitled to advance a grievance to arbitration on his/her own, the bargaining unit employee must, as a condition of advancing the grievance, agree in writing to be responsible for all arbitration costs that the FOP would have been responsible for had it advanced the grievance.

12.3 Procedure:

Step 1: The grievance will be presented to the Chief of Police within seven (7) calendar days from the date the employee could reasonably be expected to have knowledge of the existence of the facts constituting the grievance. The Chief shall investigate the alleged grievance and have a meeting with the employee and the Union representative within seven (7) days of receipt of the written grievance. The Chief shall notify the employee and the Union

representative of his decision, in writing, not later than seven (7) calendar days following the meeting.

Step 2: If the grievance is not settled at the first step, the Union representative and employee may forward a copy of the written grievance to the City Manager within seven (7) calendar days of the decision of the Chief of Police. The City Manager shall conduct a hearing within ten (10) calendar days after receipt of the grievance. The City Manager shall make a decision within ten (10) calendar days after the hearing and notify the employee and the Union representative of the decision in writing.

Step 3: If the grievance is not satisfactorily settled in Step 2, it may be submitted to arbitration within seven (7) calendar days of the last grievance period. Notice to the City of intent to arbitrate will be in writing. The arbitrator may be selected by mutual agreement of the parties. If the parties fail to agree in the first instance on appointment, the Federal Mediation and Conciliation Service shall be requested to provide a panel of seven (7) arbitrators from which a selection shall be made. Each party has the right to request one (1) new panel of arbitrators. Hearings before the arbitrator shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service. The expenses of the arbitrator's services shall be borne equally by both parties. The arbitrator's decision shall be final and binding, but he/she shall have no power to alter, modify, amend, add to, or detract from the terms of this contract.

1. Termination of any employee subject to this Agreement shall permit an employee or Union representative, if the Union representative is serving at the employee's request only, to initiate a grievance beginning at the third step as provided herein.
2. Awards or settlements of grievances by the impartial neutral will not be retroactive from the filing of the grievance unless specifically determined to be retroactive by the arbitrator.
3. The settlement a grievance by the City at any step, and the terms contained therein, shall not have any prospective binding affect on the City unless specifically agreed to by the parties in writing.
4. The arbitrator may not substitute his/her judgment for that of management in any area in which the determination of the proper course of action is left to the discretion of management, and may not add to, subtract from, or otherwise alter or supplement this Agreement or

any part thereof. The arbitrator must limit his/her consideration to the facts, allegations, and relief requested in the written grievance submitted at Step 1, and may not consider any issue or relief not requested in the written grievance, or which does not meet the definition of a grievance as set forth herein.

5. The party filing the grievance and requesting arbitration shall, at all times, have the burden of proving that any action taken by the non-grieving party violated a specific provision of this Agreement. The arbitrator's decision will be final and binding-provided, however, that either party shall be entitled to seek review of the arbitrator's decision in Circuit Court. The parties agree that the standard of review of the arbitrator's decision shall be whether the record evidence establishes that the grieving party met its burden of proving that the action taken by the non-grieving party violated a specific provision of this Agreement.

6. All claims for back wages shall be reduced by any unemployment compensation and interim earnings that the grievant may have received during the period involved.

7. The provisions herein shall control the proceedings of any grievance or arbitration pending on the effective date of this Agreement.

12.4 Grievances Filed By The Union:

A grievance filed by the Union may be initiated at Step 2. If the grievance is not satisfactorily resolved between the FOP State Staff Representative and the City Manager (or his designee), the grievance may be submitted for arbitration under the provisions of Step 3, above.

EXHIBIT B

Florida State Lodge Fraternal Order of Police



GRIEVANCE FORM

Name of Employee:

Classification:

Immediate Supervisor:

Date of Occurrence of Article Violation:

Date of Discipline:

STATEMENT OF GRIEVANCE:

List Applicable Violation:

Adjustment Required:

STEP ONE

Date _____ Signature of Employee / Representative _____

Received by Chief or Designee _____ Date _____

Disposition of Grievance: Accepted _____ Rejected _____

Comments may be attached

Chief of Police or Designee Signature _____ Date _____

Received by Employee/Representative _____ Date _____

STEP TWO

Date _____ Signature of Employee / Representative _____

Received by City Manager or Designee _____ Date _____

Disposition of Grievance: Accepted _____ Rejected _____

Comments may be attached

City Manager or Designee Signature _____ Date _____

Received by Employee/Representative _____ Date _____

ARBITRATION REQUEST

Delivered by: Hand _____ Certified Mail _____ Date _____

FOP Representative Signature: _____

Final Disposition of Grievance: _____

FOP Representative Signature: _____ Date _____

City Representative Signature: _____ Date _____

ARTICLE 13

BULLETIN BOARDS

13.1 The City agrees to provide space for two existing bulletin boards, measuring approximately twenty-four (24) inches by thirty (30) inches, to be placed in locations designated by the Chief of Police to provide convenient access to all members of the bargaining unit, for the exclusive use of the Union's members. One such bulletin board is to be located within the Criminal Investigation Division. Bulletin boards shall be provided by the Union at no cost to the City.

13.2 Only notices pertaining to recreational and social activities, Union elections, reports of the Union or its committees, Union meeting notices, legislative enactments and judicial decisions affecting public employee labor relations shall be posted on the above bulletin boards. No City generated information, political material or material containing political information shall be posted on the Union bulletin boards.

13.3 All costs incidental to preparation and posting of Union material to the bulletin boards shall be at the expense of the Union. The Union representative is responsible for posting and removing material from bulletin boards and for maintaining such bulletin boards in an orderly fashion. No information posted on the Union bulletin boards may be copied or reprinted on City copy machines or equipment.

ARTICLE 14

WORKWEEK AND OVERTIME COMPENSATION

14.1 The workweek for all bargaining unit employees shall consist of five (5) consecutive eight (8) hour days within a seven (7) day period; four (4) consecutive ten (10) hour days within a seven (7) day period; or twelve (12) hour shifts consisting of two (2) consecutive work weeks or fourteen (14) days and shall be eighty-four (84) hours or seven (7), twelve (12) hour shifts. Work schedules will be determined by the Chief of Police and will not be changed without fourteen (14) days notice; except in the case of a bona fide emergency. The Chief of Police may apply a workweek different than the workweeks set forth above, upon proper notice to the Union and an opportunity to negotiate.

- a. Work schedules for all bargaining unit employees to include sworn police officers and dispatchers shall be fixed and rank seniority will determine assignments to such shifts except where management determines that a different assignment is in the best interests of the City. Such shifts shall be rebid at four (4) month intervals.
- b. Work schedules for sworn law enforcement supervisors and Communication Shift Leads (as budgetary allocations provide) shall be appointed by the Chief of Police.
- c. Bargaining unit employees may exchange work shifts, with prior management approval. Employees failing to properly cover an exchanged work shift may be suspended from future work shift exchanges for twelve (12) months, provided that employees may complete work shift exchanges already approved and scheduled.

14.2 All bargaining unit employees assigned to a shift consisting of five (5) consecutive eight (8) hour days within a seven (7) day period or four (4) consecutive ten (10) hour days within a seven (7) day period shall be paid one and one-half (1-1/2) times their base wage for time actually worked in excess of forty (40) hours in a workweek.

The pay period for all bargaining unit employees assigned to a twelve (12) hour shift shall consist of two (2) consecutive work weeks or fourteen (14) days; shall be eighty-four (84) hours or seven (7), twelve (12) hour shifts; and the bargaining unit employee shall be paid one and one-half (1-1/2) times their base wage for time actually worked in excess of eighty-four (84) hours.

14.3 A two-hour (2 hour) minimum is established for all off-duty court appearances. This minimum includes all travel time. A court appearance within one (1) hour prior to the start or end of an employee's shift shall not be considered an off-duty court appearance. In such case, the employee will be paid one and one-half (1 ½) times their base wage from the time of the court appearance to the start or end of shift (i.e., 1:30pm court appearance, shift starts or end at 1:45pm – employee will be paid for .25 hours at one and one half (1 ½) times their base wage.) The employee will obtain a verifying signature from the Assistant State Attorney as to the time of arrival and departure from court, which will be documented on the OT form.

14.4 When the City requires the bargaining unit employees to be called in or to return to duty outside the regular work schedule, the City shall compensate the employee for a minimum of two (2) hours.

14.5 Special Events will be designated in accordance with the City Special Events Ordinance. Any officer assigned or selected to work a special event will be compensated at double time (2 times base pay and including incentives) per hour for all time assigned to the Special Event.

14.6 Secondary Employment: Any employee covered by this agreement who works an off-duty job/detail/employment where they are acting under the authority of the City then said job/detail/employment shall be approved by the City.

- a. With City approval, the employee(s) may be allowed to use City equipment to perform this function at no cost to the employee for using said equipment. All such off-duty jobs, details and/or employment involving the use of City equipment shall be invoiced by the Police Department to the entity requiring such services with the compensation for such services payable to affected personnel through normal City payroll procedures.

14.7 Off-Duty Secondary Employment: In any and all conflicts occurring between employment with the City of Cocoa Beach and a bargaining unit member's off-duty employment, the employment with City of Cocoa Beach shall have first priority.

14.8 K-9 Unit: Upon selection and assignment to the K-9 Unit, the Officer will be reclassified from his current Patrol Officer assignment to a K-9 Officer assignment. Selection, training, operations, and compensation associated with the K-9 Unit will be in accordance with City/Department policies and

federal laws. The Officer agrees to waive his/her fourteen (14)-day notification of schedule change, as per Article 14.1, to meet the operational needs of the Department and the K-9 Unit. The Officer shall serve in this assignment at the pleasure of the Chief of Police and may be reassigned at the discretion Chief of Police.

ARTICLE 15

WAGES

15.1 A. For Fiscal Year 2024-2025, bargaining unit employees shall receive a \$1.75 market adjustment, and a 2% increase to their base wages, or new wage maximum, as outlined in the following wage table, on the first payroll in October 2024; then a 2% increase to their base wages, or new wage maximum on the first payroll in April 2025 Any individual that achieves the new maximum will not receive any additional payments beyond the new set maximum.

B. Wage increases, if any, for Fiscal Year 2025-2026 will be established through re-opener negotiations.

C. Wage increases, if any, for Fiscal Year 2026-2027 will be established through re-opener negotiations.

15.2 All wage increases after the expiration of this Agreement will be established through negotiations.

15.3 For Fiscal Years 2024-2025, the minimum and maximum base hourly rates for the bargaining unit positions shall be as follows:

PD1 (Comm. Officer 1)	\$17.69	\$36,796.20	\$38,634.96	\$23.43	\$48,734.40	\$51,171.12
PD1 (Comm. Officer 2)	\$18.73	\$38,958.40	\$40,906.32	\$25.09	\$52,187.20	\$54,796.56
PD1 (Comm. Officer 3)	\$19.77	\$41,121.60	\$43,177.68	\$28.05	\$58,344.00	\$61,261.20
PD2 (Police Officer)	\$22.19	\$46,155.20	\$48,462.96	\$33.15	\$68,952.00	\$72,399.60
PD3 (Police Sergeant)	\$30.60	\$63,648.00	\$66,830.40	\$40.29	\$83,803.20	\$87,993.36

PD4 Lieutenant)	(Police	\$37.66	\$78,332.80	\$82,249.44	\$42.90	\$89,232.00	\$93,693.60
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15.4 Special Appointments - Certain appointments may be made within the Department which carry additional responsibilities on the part of the officer or dispatcher. These appointments will serve at the sole discretion of the Chief. More than one appointment may be made and be served at the same time; however, the additional pay may not exceed seventy-five cents (\$.75) per hour.

A. Officers appointed by the Chief of Police as Field Training Officers (FTO's) will receive seventy-five cents (\$.75) per hour above their regular salary while serving in the appointment.

B. Dispatchers appointed by the Chief of Police as Communication Training Officers (CTOs) will receive seventy-five cents (\$.75) per hour above their regular salary while serving in the appointment.

C. Officers appointed by the Chief of Police as Detectives will receive seventy-five cents (\$.75) per hour above their regular salary while serving in the appointment.

D. Officers appointed by the Chief of Police as Traffic Homicide Investigators (THI) will receive seventy-five cents (\$.75) per hour as an add-pay.

E. Officers appointed by the Chief of Police as School Resource Officers (SRO) will receive \$160.00 per pay period while serving in the appointment.

15.5 FTO's may be assigned, at the discretion of the Chief of Police, to fill shift supervisor vacancies. FTO's so assigned by the Chief of Police shall receive one dollar (\$ 1.00) per hour added to their base rate for each hour of work actually performed filling a shift supervisor vacancy. For each shift supervisor vacancy occurrence, the City shall not use FTO's to fill the vacancy for more than sixty (60) consecutive calendar days.

15.6 The City reserves the right to assign new hires with prior law enforcement experience an hourly pay rate higher than the minimum of the applicable pay range. Thereafter, subsequent wage increases will be granted in accordance with section 15.1 above.

15.7 Any employee promoted to a higher classification shall have a newly established pay rate at the minimum of the new position. If, at the time of promotion, the promoted employee's pre-promotion rate of pay is higher than the minimum of the new position, the rate of pay at promotion shall be the next closest step in the new position.

15.8 Corporals may be appointed by, and shall serve in the position, at the sole discretion of the Chief of Police. The City will establish the number of Corporal appointments.

- A. To be eligible for a Corporal appointment, a candidate must be a non-probationary sworn officer and have served a minimum of eighteen (18) months with the Cocoa Beach Police Department, or any equivalent combination of training and experience which provides the required knowledge, skills and abilities.
- B. Corporals shall receive one-dollar (\$1.00) per hour above their regular salary while serving in the appointment as an add-pay.
- C. Corporals may serve other appointments while serving as Corporal, and their Corporal add-pay shall not be affected by, or counted toward exceed seventy-five cents (\$.75) per hour limitation in Section 15.4.
- D. When testing for Sergeant, Corporals shall compete with all other qualified police officers.
- E. Corporals shall be assigned work schedules pursuant to Article 14.1(b).

15.9 Communication Shift Leads (CSL), as budgetary allocations allow, may be appointed by, and shall serve in the position, at the sole discretion of the Chief of Police. The City will establish the number of CSL appointments.

- A. To be eligible for a CSL appointment, a candidate must be a non-probationary dispatcher and have served a minimum of two (2) years with the Cocoa Beach Police Department, or any equivalent combination of training and experience which provides the required knowledge, skills and abilities.
- B. CSLs shall receive one dollar (\$1.00) per hour above their regular salary while serving in that appointment.
- C. CSLs may serve other appointments while serving as a CSL, and their CSL add-pay shall not be affected by, or counted toward the seventy-five cents (\$.75) per hour limitation in Section 15.4.

15.10 Shift Differential Pay - Bargaining unit employees shall be paid an additional fifty cents (.50) per hour for time worked during a regularly assigned shift or full duty shift that includes any of the twelve (12) hours between 1800 hours to 0600 hours.

15.11 Longevity – Bargaining unit employees with 5 years of completed service with the City of Cocoa Beach or more that fall outside of the following table shall receive a \$500 longevity payment for FY25.

- A. Longevity is paid once a year and shall be issued with the first payroll in January.

- B. Years of service are calculated using January 1st of each year and completed years of service.
- C. Anyone who has not achieved one of the below anniversaries before or by January 1st of each year will wait until the following year to receive longevity payments.

5 years	\$500
10 years	\$750
15 years	\$1,000
20 years	\$1,250

ARTICLE 16

PERSONNEL RECORDS

16.1 It is agreed that personnel records of bargaining unit employees are public records as defined in Chapter 119, Florida Statutes. It is further agreed that the City has no recourse except to disclose these records to anyone who makes a request to inspect them, and the City must furnish any information requested, except for information exempt from disclosure by Statute. The City shall make a good faith effort to notify the affected employee within a reasonable period of time of any review of the personnel records of said employee by a person other than a City official, City law enforcement personnel, or County, State or Federal authorities.

16.2 Upon request, and within a reasonable period of time, any employee shall have the right to inspect his/her official personnel records. The employee shall have the right to request a copy of documents in his/her personnel file at the cost established by City Ordinance. The City shall not conceal from the member's inspection any personnel records unless such records are statutorily exempt from public disclosure.

16.3 Employees shall have the right to add to their personnel records written refutation of performance evaluations and written complaints.

ARTICLE 17

SENIORITY

17.1 The City and the Union agree that seniority shall consist of:

- a. Continuous accumulated full time paid service with the City, which shall be called "employment seniority;" and
- b. Continuous accumulated service in the position, rank or grade in which serving, which shall be called "rank seniority."

Seniority shall be computed from the date of employment for purposes of "employment seniority," and from the date of appointment or promotion for purposes of "rank seniority." Seniority shall accumulate during periods of vacation, sick leave, military leave for training, or other authorized periods of absence, provided, however, that seniority shall not accumulate during periods of unpaid leaves of absence for more than thirty (30) days.

17.2 The City and the Union agree that seniority shall be considered for the following:

- a. Paid Time Off shall be approved on the basis of first submitted, first granted. Seniority preference shall only be used in the event that two or more members apply for the same calendar dates at the same time.
- b. In the event of a position vacancy in any division or shift, if all other factors are equal.
- c. In the event of a layoff for any reason, with Veterans' Preference rights afforded, if all other factors are equal.
- d. In the event of a layoff the City agrees that no new employee shall be hired until such time as all employees in layoff status have been afforded the opportunity to return to work up to ninety (90) days from the layoff date.

ARTICLE 18

VOTING

18.1 It is the opinion of the City that each member of the bargaining group has sufficient time off before or after his/her regular shift to vote if they so desire. In the event an employee is working overtime which would prevent him/her from voting, the employee will be granted time-off, with pay, to vote if approved in advance by the Chief of Police or his designee.

ARTICLE 19

PROMOTIONS

19.1 When a vacancy in the rank of Sergeant or Lieutenant occurs that the City desires to fill, a notice shall be posted. The notice will announce the description of the position vacancy; description of the eligibility requirements; deadline for application; date, time and place of the written examination; date, time, and place of the Promotion Board, if applicable. A bibliography of reading materials will be provided to each employee eligible.

19.2 All officers must have served a minimum of three (3) years (at time of testing) as an officer with the Cocoa Beach Police Department, or any equivalent combination of training and experience which provides the required knowledge, skills and abilities, to be eligible take the examination for Sergeant and to be considered for promotion. Only non-probationary Sergeants with the Cocoa Beach Police Department shall be eligible to take the examination for Lieutenant (if the position exists) and be considered for promotion.

19.3 The written examination will be administered by a neutral resource such as the Personnel Department. The examination will be developed by the Chief of Police or designee, or may be obtained from an independent party. The City will provide appropriate reading materials. The examination will consist of fifty (50), multiple choice questions.

19.4 Promotions shall be conducted in accordance with Standard Operating Procedure.

19.5 Promotion eligibility lists will be maintained until twelve (12) months after the position vacancy has been filled. The Chief of Police may extend the expiration of the eligibility list for the operational needs of the Department, not to exceed an additional six (6) months.

**COCOA BEACH POLICE DEPARTMENT
PROMOTIONAL ASSESSMENT**

Candidate's Name: _____

Rank: _____ **Date of Hire:** _____

II. PERFORMANCE: This section is worth a total of Forty Five (45) points utilizing an assessment instrument designed by City management with or without input from outside consultants. The assessment exercise is designed to determine job attributes consisting of, but not limited to the following: command presence, inter-personal communications skills, job knowledge, performance under pressure, management insight and management style, judgment, leadership, loyalty, risk-taking, and decisiveness.

Total _____

III. WRITTEN EXAMINATION: This section is worth thirty (30) points. Candidate must score 75% or better after raw score has been curved.

Test Score _____ % X .30 = _____

TOTALS:

B. Section II..... Sub-total Points _____

E. Section V..... Sub-total Points _____

Total Points _____

COMMENTS AND/OR COMPUTATIONS:

Signature

Date

PROMOTIONAL ELIGIBILITY CERTIFICATION

TO BE COMPLETED BY SUBMITTING OFFICER: (Print legibly and submit to the Personnel Department)

I, _____, request consideration for promotion to the rank of _____ that was announced on the _____ day of _____ 20 _____.

Further, I certify that I have completed all eligibility requirements as set forth in the current FOP contract.

Signature _____ Date _____

TO BE COMPLETED BY PERSONNEL DEPARTMENT:

Date Received: / /

Time Received:

Received By:

ARTICLE 20

PAID TIME OFF

20.1 Bargaining unit employees will accrue "paid time off" (PTO) to be used for any personal leave situation including sickness, vacation, personal time off, FMLA qualified leaves, medical appointments, etc. be accrued as follows:

0 to 4 years of service:	16 hours per month
4 years and 1 month to 9 years of service	18 hours per month
9 years and 1 month	21.5 hours per month
15 or more years of service	23 hours per month

20.2 While accumulated PTO can be used for any paid time off situation (including sickness or vacation) at the employee's discretion, the manner in which PTO accrues or is used is not to be construed as an attendance policy. As such, every effort should be made to schedule PTO in accordance with established leave policies in order to ensure proper coverage over all critical functions and services. Excessive use of unscheduled PTO may result in disciplinary action.

- 1) PTO shall be classified as "Scheduled PTO" when the written request for PTO is submitted and approved at least 24 hours in advance of the inception of PTO on the scheduled day. The supervisor must forward the written request to the Police Chief's office for entry into the City's payroll system of the "Scheduled PTO".
- 2) PTO shall be classified as "Unscheduled PTO" when the request for PTO is made less than 24 hours prior to the requested PTO or the request for PTO is made on the day of the occurrence.
- 3) "Scheduled" means that the bargaining unit member is expected to report for full duty on the day PTO occurrence by virtue of a normally scheduled shift, an assigned shift by the bargaining unit member's supervisor, a special event assignment or by a directive from Police Department management.

20.3 At termination or retirement, the bargaining unit member shall be entitled to payout of any accrued PTO - maximum payout of paid-time off accrued shall be capped at 480 hours (paid at 100% of the hourly rate in effect at termination).

20.4 There shall be no limit on the accrual of paid time off.

ARTICLE 21

HOLIDAYS

21.1 The following days are designated as holidays:

- a. The first day of January (New Year's Day).
- b. The third Monday of January (Martin Luther King Jr.'s birthday).
- c. The third Monday of February (Presidents Day).
- d. The last Monday of May (Memorial Day).
- e. The fourth day of July (Independence Day).
- f. The first Monday in September (Labor Day).
- g. Veteran's Day
- h. The day in November proclaimed as Thanksgiving Day.
- i. The day after Thanksgiving.
- j. The twenty-fifth day of December (Christmas Day).
- k. Additional day for Christmas, generally day before or day after Christmas, to take advantage of the weekend and provide a longer vacation for employees. Actual day to be designated in advance and at the discretion of the City Manager.

21.2 Members of the bargaining group shall be compensated for holidays as follows:

- a. Members of the bargaining group shall be paid for their accrued holiday bank (an equivalent of up to 132 hours) on the first payday in December provided the member has been employed for the full year. If the member has not been employed for the full year, payment shall be prorated according to the number of holidays falling during their employment period.
- b. Members of the bargaining unit shall earn and be paid for holidays according to their permanent schedule at the time holiday was accrued.
 - a. Example:
 - i. 8-hour schedules receive 8 hours of holiday pay
 - ii. 10-hour schedules receive 10 hours of holiday pay
 - iii. 12-hour schedules receive 12 hours of holiday pay

21.3 The City agrees that bargaining unit employees shall receive any additional holiday, which is given other City employees, including any portion of a day. In the event that the portion of a day cannot be given on that day, the time off must be taken within that pay period.

ARTICLE 22

OCCUPATIONAL DISABILITY BENEFITS

22.1 The City agrees that in the event of an on-the-job injury to a bargaining unit employee:

- a. All bargaining unit employees suffering on-the-job injuries shall be filed for action under the provisions of Florida Statutes, Chapter 440. Workers' compensation shall be allowed from the inception of disability, except benefits provided for in Chapter 440.13. The employee shall have the option of supplementing the Workers Compensation payment with PTO, sick leave and/or vacation leave to obtain a full paycheck. Paid Time-Off (PTO) leave will continue to accrue during the period of disability. In no case shall total benefits received while on workers compensation leave received be greater than the normal net take-home pay of the employee. Employees injured on the job shall be taken to the health care facility authorized by the City.
- b. The City agrees that any bargaining unit employee who is able to work after an on-the-job injury/disability shall be reinstated to his/her former job, providing he/she is released for work without restrictions by a physician and is qualified to perform work.

ARTICLE 23

PHYSICAL CONDITIONING/ EXAMINATIONS

23.1 The FOP and the City agree that bargaining unit employees should be physically fit in order to properly perform their daily duties. Providing that sufficient budget funds are available, the City may adopt standards for fitness, including but not limited to, a program for physical examinations, physical condition standards for individual members. There shall be an incentive for participation, meet standards of program, and exceeding standards in such program set forth in the contract. The standards of such program shall be set by the city in agreement with the agency.

23.2 The City may send a bargaining unit employee to a City-paid fitness-for-duty medical or psychological examination (the scope of said examination shall be determined by the health care practitioner) conducted by a City-selected health care practitioner where it is deemed by management

to be in the employee's or the City's best interest. If the bargaining unit employee or the F.O.P. disagrees with the health care practitioner's assessment, the employee will be given the opportunity to seek a second opinion. The employee shall bear the cost of the second opinion, which may be paid through the employee's health insurance, if applicable. If the City believes that there is a conflict between the first and second opinion, the City may send the employee for a third, binding opinion, at the City's cost.

ARTICLE 24

FITNESS FOR DUTY REQUIREMENTS DURING EMERGENCY CONDITIONS

24.1 Upon notice by City or Department Management that the City of Cocoa Beach is included in weather tropical storm or hurricane watch or warning condition, bargaining unit members shall maintain a fitness for duty be available for mandatory recall and be prepared to operate in emergency activation for several days. Such readiness for recall includes refraining from consuming any intoxicating substances during any watch or warning conditions. Any bargaining unit member who fails to respond for mandatory recall, or is absent during emergency activation, will be subject to disciplinary action, up to and including termination.

ARTICLE 25

UNIFORMS

25.1 The City agrees to furnish uniform clothing items required, as determined by the Chief of Police, for all members of the bargaining group who are required to wear uniforms in the performance of their duties. The City further agrees to furnish each member of the bargaining group at least five (5) complete uniforms (trousers or shorts and shirts or pullovers) as soon as possible upon initial employment. Any additional issue of uniforms shall be issued as requested to ensure each member has five (5) serviceable uniforms (trousers or shorts and shirts or pullovers). The City reserves the right to determine what type of uniforms shall be worn.

25.2 It is agreed that it is the responsibility of each member to maintain their uniform in a clean and professional manner. To assist uniformed officers in projecting desired professional appearance, the City agrees to provide a maximum cleaning allowance of \$25.00 per month. Eligible personnel are those who regularly wear their uniform in the line of duty.

25.3 Personnel of the bargaining unit assigned to the Detective Bureau (Criminal Investigation Division) will receive a monthly clothing allowance of \$125.00.

25.4 Notwithstanding the foregoing, Communications Officers who will receive their uniforms after successful completion of their CTO program.

25.5 Members of the bargaining unit assigned to Patrol shall be reimbursed for a boot allowance as approved by the City manager or designee, an amount up to \$150.

- A. The employee shall not be eligible for another pair of boots for one (1) year from the date of his previous payroll reimbursement, except where, in the opinion of the supervisor, said boots are subjected to abnormal wear, deterioration, or destruction on the job.

ARTICLE 26

LEGAL DEFENSE

26.1 The City agrees to maintain the same level of coverage that it currently has with a company of its choice.

ARTICLE 27

GROUP HEALTH, HOSPITAL AND LIFE INSURANCE

27.1 The City agrees to provide Group Health for all bargaining unit members and their dependents in the same manner as all other City employees.

27.2 Agreement with the foregoing does not negate the City's responsibility to negotiate upon request with the Union regarding the impact of provisions of this benefit. The parties agree to waive Special Master in any impasse regarding the provisions of Group Health Insurance and proceed directly to the City Commission for resolution.

ARTICLE 28

EDUCATION AND TRAINING

28.1 It is agreed that if a member of the bargaining unit desires to improve his/her education through college courses, attendance at these courses shall be at the expense of the employee. Courses shall be attended by the employee during his/her off-duty hours. The City agrees to allow the greatest latitude in arrangement of work schedule, such as shift swaps and temporary transfers,

in order to prevent interruption of studies as long as it does not interfere with operations of the Police Department.

28.2 The City will, within the limits of the budget (including any annual caps), reimburse members seeking specialized college courses and degrees if job-related and within their current job assignment. This reimbursement will be on a course-by-course basis for prior approved courses and/or programs. Determinations for reimbursement will be made, pre-approval, by the City Manager and Personnel Director.

28.3 Reimbursement policy procedures to be followed are contained in the City's Personnel Rules and Regulations. All requests for this specialized education must be approved by the Chief of Police prior to submission to the City Manager through the Personnel Department.

ARTICLE 29

LIABILITY IN AUTOMOBILE ACCIDENTS OR OTHER TYPES OF ACCIDENTS CAUSING DAMAGE TO CITY PROPERTY

29.1 Members of the bargaining group shall not be required to pay for damages to a City vehicle, City equipment or City facility involved in an accident unless it is determined that the damage was caused as the result of gross negligence or a criminal act on the part of the member, including participating in horseplay, scuffling, malicious mischief or any other act of misconduct or gross negligence on the part of the member.

29.2 In the event damage to a City vehicle, City equipment or City facility is caused by any of the above circumstances, appropriate disciplinary action may be taken.

ARTICLE 30

UNIFORMS AND EQUIPMENT DAMAGE

30.1 The City agrees that any bargaining unit employee who shall suffer any breakage or damage to his/her uniform or any item of personal property in the line of duty, shall report it immediately to his/her supervisor. A full report containing sufficient details of the breakage or damage including proof of loss will be submitted by the employee through channels for the review and recommendation of the Chief of Police. The recommendation will be submitted to the City Manager, who will have the final decision on any repairs or replacement at no cost to the employee subject to the maximum reimbursement below. Personal items eligible for reimbursement shall be limited to those items necessary and appropriate for use while the employee is on duty. An equitable deduction may be made based on the age and condition of the article broken or damaged. The maximum reimbursement from the City shall be as follows:

<u>ITEM</u>	<u>MAXIMUM REIMBURSEMENT</u>
<u>Watch</u>	<u>\$75.00</u>
<u>Eyeglasses</u>	<u>\$220.00</u>
<u>Contact lenses</u>	<u>\$25.00 per lens</u>
<u>Dentures</u>	<u>\$380.00</u>
<u>Other items</u>	<u>As determined by City Management</u>

30.2 It is agreed that all items of uniforms or equipment provided the members of the bargaining group shall be worn or used in the manner prescribed by the Chief of Police.

ARTICLE 31

INTERNAL INVESTIGATIONS

31.1 The City agrees that it will comply with the Florida Law Enforcement Officer's Bill of Rights as presently written or amended.

31.2 It is agreed that any complaint of alleged misconduct against an employee by a person who is not a member of management of the City shall be by sworn statement and/or complaint. Any allegation of criminal charges shall be by sworn statement.

31.3 No member of the bargaining unit assigned to conduct any Internal Investigation or Administrative Review shall be required to recommend disciplinary action.

31.4 Bargaining unit members notified they are the subject of an Administrative Internal Investigation may request a discipline resolution conference in accordance with Department Standard Operating Procedures to discuss potential discipline and administrative charges and to determine if a proposed consensus can be reached on the appropriate charge and discipline. The final decision will be at the sole discretion of the Chief of Police.

ARTICLE 32

VEHICLES

32.1 Members may be assigned vehicles for use at the discretion of the Chief of Police or his designee. Use and operation of any assigned vehicle shall be in accordance with Department SOP # 200.45. No employee shall have a vested right to the use of any vehicle.

32.2 Members agree that commuting between home and work shall not be compensable time.

ARTICLE 33

RETIREMENT PROGRAM (DISABILITY RETIREMENT BENEFIT)

33.1 The City agrees to provide bargaining unit employees the current retirement plan.

33.2 The parties mutually agree that the total amount of accumulated excess Chapter 185 premium tax monies held in reserve as of the effective date of this Agreement shall be applied to reduce the unfunded actuarial accrued liability of the Pension Plan. In the event the Division of Retirement requires a benefit enhancement in conjunction with the foregoing application of the accumulated excess premium tax reserve, the Parties agree that the employee contribution shall be increased by a percentage of covered payroll equal to the amount held in reserves, and then immediately reduced to the current employee contribution level using the accumulated excess premium tax reserve to fund the reduction in employee contributions.

33.3 The parties further mutually agree that all future excess Chapter 185 premium tax revenues received each year will be used to reduce the unfunded actuarial accrued liability of the Pension Plan as long as such liability exists, and thereafter shall be applied to reduce the City's annual required contribution to the Pension Plan.

33.4 The City shall create a Defined Contribution Plan as required by Chapter 185 in consultation with the Union.

ARTICLE 34

BEREAVEMENT LEAVE

34.1 Bereavement Leave shall be granted in accordance with the City's bereavement policy in effect at the time signing of this contract.

ARTICLE 35

PERSONAL CELL PHONE USAGE

35.1 Bargaining unit members acknowledge that limited use of personal telecommunication devices (cell phones, pagers and other wireless devices) while on duty is a privilege extended by Department management. The policy governing the use of these devices while on duty is addressed in the City of Cocoa Beach Employee Guide.

ARTICLE 36

DRUG & ALCOHOL COMPLIANCE

36.1 Bargaining unit employees shall be subject to the City's Drug-Free Workplace Policy as may be modified herein.

36.2 Bargaining unit members shall from time to time submit to random drug, alcohol and controlled substance testing at the beginning of the employee's shift. The selection process shall be random and shall be under the direction of the City Personnel Department. Up to three (3) bargaining unit members per month may be selected for testing.

36.3 Bargaining unit members are required to report the use of prescription medicine while on duty to the Personnel Office for review as to the effect of such medication while on duty. All such medication usage shall be kept confidential by the Personnel staff and copies of subscriptions shall be maintained in the confidential (non-public record) medical files maintained in the Personnel Department.

36.4 The City can utilize an on-site detection process, such as a "drug swipe" or breathalyzer, as a screening tool for any allowable drug or alcohol test. If the results of the on-site detection processes are "non-reactive," no further testing will be required. If the results of the on-site detection processes are "reactive," the employee will be sent for a regular drug and/or alcohol test however the "reactive" results will not be disclosed to the testing facility. The "reactive" result will be used only to

determine whether the employee should be sent for a regular drug and/or alcohol test. "Reactive" results shall not be used for disciplinary purposes or in any disciplinary proceedings.

ARTICLE 37

TOBACCO USAGE

37.1 Bargaining unit members shall not use tobacco products, to include electronic cigarettes/vaping or other like products on the market, while in uniform or while on duty.

37.2 Newly hired bargaining unit members as of the inception date of this agreement shall sign an Affidavit of Non-Tobacco Usage and shall refrain from tobacco usage both on and off duty as a condition of continued employment.

ARTICLE 38

ACCEPTANCE OR SOLICITATION OF GIFTS OR GRATUITIES

38.1 Bargaining unit employees shall comply with the City's policy on acceptance of gifts or gratuities as outlined in the City of Cocoa Beach Employee Guide. In furtherance of the concern regarding the image of its employees, the need to maintain high ethical standards and to avoid the appearance of impropriety, the acceptance of gifts, gratuities, or donations from businesses or individuals that are either located within the City or do business with the City is prohibited. Prohibited individual employee acceptance of any gratuity, gift, or donation that establishes an individual pecuniary interest shall include but not be limited to complimentary or reduced in price beverages, meals, goods, and/or services that would not be available to the general public. Permission to accept a gift, gratuity, or donation will be obtained from the Personnel Office, Chief of Police, or designee prior to the acceptance of said gift, gratuity, or donation if there is any doubt about said gift, gratuity, or donation falling within these guidelines. Violations of this section will subject the employee to discipline up to and including termination of employment.

38.2 Bargaining unit employees shall not solicit local merchants, businesses or firms for donations of money, goods or services unless such solicitation is for a bonafide charitable organization as defined by the IRS and such solicitation occurs while off-duty.

ARTICLE 39

EMPLOYEE-MANAGEMENT COMMITTEE

39.1 There shall be an Employee-Management Committee consisting of the following FOP and Management representatives:

A. Three (3) Department representatives along with the State Staff Representative of the FOP, and

B. The Police Chief, Personnel Director, and the City Manager (or their respective designees).

39.2 The Employee-Management Committee shall, upon request of either party, meet as mutually agreed upon by the participants. The function of the Committee shall be to discuss general matters pertaining to employee relations and Departmental operations. The FOP representatives attending Committee meetings during their off-duty hours shall not be compensated for the time spent in such meetings. The FOP representatives attending Committee meetings during on-duty hours will be released from duty without loss of pay or benefits.

39.3 The Committee shall not engage in collective bargaining or the resolution of grievances.

ARTICLE 40

ENTIRE AGREEMENT

40.1 The parties acknowledge that during negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by both parties after the exercise of that right and opportunity are set forth in this Agreement. The parties hereto may commence negotiations, under applicable law, on any succeeding agreement to take effect upon termination of this Agreement.

40.2 If either the City or the Union desires to modify or amend this Agreement at its normal expiration date, official notice of such desire must be given in writing. Following receipt of such notice, unless there is mutual agreement to the contrary, the City and the Union shall commence negotiations.

40.3 For year two of the Agreement, the parties agree to reopen Article 15.1 – Wages and Article 20.1 – Paid Time Off. The City or the Union, upon mutual agreement, may choose to re-open one additional article of their choice. Any negotiable changes will be established through the collective bargaining process.

40.4 This Agreement shall become effective upon ratification and shall remain in effect until September 30, 2024.

FOR THE CITY OF COCOA BEACH

FRATERNAL ORDER OF POLICE
FLORIDA STATE LODGE

By: _____
Wayne Carragino, City Manager

By: _____
Ned Golden, FOP Staff Representative

WITNESS: _____

WITNESS: _____

Date Signed: _____

Date Signed: _____

Ratified by the Cocoa Beach City Commission on _____.

and by the bargaining members on _____.

Wayne Carragino, City Manager

Ned Golden, FOP Staff Representative

Karin Grooms, City Clerk

Date



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF COCOA BEACH

AND

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL #3570

OCTOBER 1, 2024 TO SEPTEMBER 30, 2027

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ARTICLE 1
PREAMBLE

- 1.1 This Agreement is entered into by and between the CITY OF COCOA BEACH, hereafter referred to as the "City" and LOCAL 3570, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereafter referred to as the "Union."
- 1.2 It is the purpose of this Agreement to establish standards of wages, hours, and other conditions of employment for employees covered by this Agreement.

ARTICLE 2
RECOGNITION

- 2.1 The City recognizes the Union, in accordance with PERC Certification No. 1074, as the exclusive bargaining agent for all City of Cocoa Beach Fire Department employees in the following job classifications Firefighter, Driver Engineer, Lieutenant and District Chief, hereafter referred to as the Bargaining Unit. All other employees are excluded from the Bargaining Unit and shall not be covered by the terms of this Agreement. Employees in classifications covered by this Agreement shall hereafter be referred to as "Members."
- 2.2 The Union recognizes that the City Manager, or his designate, is the collective bargaining representative for the City. The Union agrees that it will provide a copy to the City Manager of any collective bargaining-related information provided by the Union to the City Commission.

ARTICLE 3
NONDISCRIMINATION

- 3.1 The City and the Union agree that there shall be no discrimination against any member of the bargaining unit due to race, national origin, religion, color creed, gender, age, or membership or non-membership in the Union. Both parties agree that no form of sexual harassment shall be permitted.

ARTICLE 4
DUES DEDUCTIONS

- 4.1 Any Member of the Union, who has submitted a properly executed dues deduction card or statement to the City in accordance with a format approved by the City and the Union, may, by request in writing, have his/her membership dues and uniform assessments in the Union deducted once each pay period. The City shall forward dues and/or assessments so deducted from each Member's salary to the Union Treasurer or the Union's designated account within five (5) working days following each payroll.

- 4.2 The City's remittance will be deemed correct if the Union does not give written notice to the City within fourteen (14) calendar days after the remittance is received in the Union's account. If the Union feels that the remittance is incorrect, the reason(s) for that belief shall be so stated in the written notice. In the event that the City verifies the existence of errors the amount of dues remitted to the Union, the City shall reimburse the Union the amount of the error. The Union agrees that any over payment of dues or uniform assessments shall be returned to the City.
- 4.3 It shall be the responsibility of the Union to notify the City of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the City be required to deduct Union fines, penalties, political action payments, or special assessments of any kind.
- 4.4 Any member of the Union may, on thirty (30) days written notice to the City, require that the City cease making deductions from his or her wages. A copy of this notice will be provided by the City to the Union.
- 4.5 The City shall have no responsibility for any liability for any monies once sent to the Union except as provided for above. The Union shall indemnify the City and hold it harmless against any and all suits, claims, demands, and liabilities, which arise out of, or by reason of any action taken or not taken by the City to comply with the provisions of this Article.

ARTICLE 5

MANAGEMENT RIGHTS

- 5.1 The City has the right to determine unilaterally the purpose of each of its constituent departments, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. The City also has the right to direct its employees, take disciplinary action for proper cause and relieve its employees from duty because of lack of work or for other legitimate reasons. Moreover, the City has the right to exercise the management rights as determined by the Florida Public Employee Relations Commission and the courts of competent jurisdiction. However, the exercise of such rights shall not preclude the bargaining employees or the Union from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.

ARTICLE 6

UNION BUSINESS

- 6.1 The designated Union Representatives shall be one of the following: Union President. Union Vice-President. Union Secretary, Union Appointed Steward(s). Any changes of Union Representatives shall be promptly reported, in writing, to the City.

Only those Union Representatives identified to the City in writing shall be allowed to perform Union business as set forth herein. Individuals identified as either the Union Business Agent or Union Representative shall have the exclusive authority to enter into agreements with the City on behalf of the Union. Notice provided by the City to the Union Business Agent or Union Representative shall constitute notice to the Union.

- 6.2 Union Representatives shall be authorized to talk with bargaining unit employees about Union matters before or after regular working hours, or during *meal* breaks on designated areas of City property. The Union agrees that there shall be no solicitation for membership in the Union, signing up of members, collection of any fees, dues or assessments, meetings or other business activities of the Union on City time.
- 6.3 Union Representatives may attend collective bargaining sessions, meetings and/or conferences. Time spent by Union Representatives in collective bargaining sessions, meetings and/or conferences, or any activities relating to collective bargaining will not be considered time worked, and will not be compensated by the City. Union Representatives may be allowed to utilize accrued leave or shift exchanges, subject to the rules relating to such leave and shift exchanges, to engage in collective bargaining-related activities. Nothing herein shall prohibit the City from agreeing, in its sole discretion, to allow Union Representatives to attend collective bargaining sessions or meetings scheduled by the City while on duty and without loss of pay or benefits.
- 6.4 Union Representatives shall be allowed to investigate and process grievances, and to attend meetings to attempt to resolve grievances. Time spent actually investigating, processing and/or attempting to resolve grievances will be considered duty time and compensable only when conducted during the Union Representative's normal duty hours. Prior to any proposed investigation, processing or meeting to attempt to resolve grievances, the Union Representative shall obtain permission from his/her immediate supervisor and the grievant's supervisor, which will be granted unless the representative or the grievant is performing duties requiring his/her immediate attention. If permission cannot be immediately granted, the City will arrange to allow investigation of the grievance at the earliest practicable time. Upon returning to his/her work assignment, the representative shall report to his/her immediate supervisor.
- 6.5 The parties agree that each will cooperate with the other in reducing to a minimum, the actual time spent by Union Representatives in investigating, presenting and adjusting grievances and/or disputes.
- 6.6 The City's electronic mail system or other electronic media shall not be used for Union business or Union correspondence, except for communications with the City's designated collective bargaining representative(s).
- 6.7 The Employer will provide two executed originals and an electronic copy of this Agreement (in Microsoft Word) to the Union at no cost.

ARTICLE 7 SEVERABILITY

- 7.1 If any article or section of this Agreement is rendered or declared invalid, unlawful, or unenforceable by reason of any existing or subsequently enacted legislation, or by any judicial or Florida PERC decision or order, the remaining provisions of this Agreement shall remain in full force and effect for the term of this Agreement. In such event, the City and the Union shall meet within ten (10) working days of the article or section being rendered or declared invalid, unlawful, or unenforceable, or within an extended period of time upon mutual agreement to negotiate a mutually satisfactory replacement for such article or section.

ARTICLE 8 SENIORITY

- 8.1 The City and the Union agree that seniority shall consist of:
- A. Continuous accumulated paid service with the City, which shall be called "employment seniority;" and
 - B. Continuous accumulated service in a position, rank or grade, which shall be called "rank seniority."
 - C. Seniority shall be computed from the date of employment for purposes of "employment seniority," and from the date of appointment or promotion for purposes of "rank seniority." Seniority shall accumulate during periods of approved paid or unpaid time off provided, however, that seniority shall not accumulate during periods of non-duty related unpaid leaves of absence for more than one hundred and twenty (120) days, except as otherwise required by applicable law.
- 8.2. The City and the Union agree that seniority shall be considered for the following:
- A. Paid time off shall be approved on the basis of first submitted, first granted. Seniority preference shall only be used in the event that two or more members apply for the same calendar dates at the same time.
 - B. In the event of a position vacancy or shift transfer, if all other factors are equal, and except where legitimate business-related reasons warrant otherwise.
 - C. In the event of a layoff for any reason, with Veterans' Preference rights afforded, if all other factors are equal. In the event of a layoff the City agrees that no new employee shall be hired until such time as all employees in layoff status have been afforded the opportunity to return to work up to two hundred seventy (270) calendar days from the layoff date.

D. As expressly provided elsewhere in this Agreement.

ARTICLE 9

RULES AND REGULATIONS

- 9.1 Except as modified by a specific provision of this Agreement, the Union agrees that the employees covered hereunder shall comply with all rules, regulations, policies, procedures, and operating bulletins of the City (including the City Employee Guide) and the Fire Department and any amendments thereto enacted in accordance with applicable law.
- 9.2. The City and/or the Department may formulate, amend, revise, and/or implement any and all rules, regulations, policies, procedures, and operating bulletins that do not negate, override, or contradict an express provision of this Agreement. The City shall provide a copy of the new (or amended) rule, regulation, policy, procedure, or operating bulletin to the Union at least fourteen (14) days prior to its intended date of implementation. The Union will be afforded an opportunity to negotiate prior to implementation in accordance with applicable law.
- 9.3. In the event the City or the Department exercises its right to issue a new (or amended) rule, regulation, policy, procedure, or operating bulletin, no Bargaining Unit Member shall be disciplined for violation of any such new or amended rule, regulation, policy, procedure or operating bulletin until it has been implemented in accordance with the provisions of this Article.
- 9.4 Nothing in this Agreement prevents the Department from creating an ad hoc committee that includes Bargaining Unit Members to review, amend, or create Department policies or procedures in accordance with the provisions of this Article.

ARTICLE 10

DISCIPLINE AND DISCHARGE

- 10.1 The City Manager, or his designee, may fire, suspend, demote, or otherwise discipline any Bargaining Unit Member as long as such discipline is for just cause, and subject to the procedural requirements set forth in Sections 112.80 - 112.84, Florida Statutes, otherwise known as the Firefighters' Bill of Rights.
- 10.2 In the event that disciplinary action or discharge action is proposed or taken against a Bargaining Unit Member, he/she shall be furnished a written statement specifying the grounds for such action at the time the action is administered and shall be provided with all tangible evidence or documents or other evidence, including exculpatory evidenced received, generated or considered in determining the appropriateness of the subject discipline together with a list of the names of all persons known by the City or the Department to have any material knowledge concerning the incident giving rise to the discipline.

- 10.3 In matters involving investigations of any charges that may result in discipline or dismissal of a Bargaining Unit Member, the supervisor of the Member who is the subject of the investigation may not act as the Union Representative for said Member in any grievance, arbitration or mediation hearing.
- 10.4 A Bargaining Unit Member who is being questioned by the City in conjunction with any matter for which the Member is under investigation may request Union representation during the questioning. The Member shall be responsible for contacting the Union representative and securing his/her attendance. Upon a request for Union representation by a Member under investigation, the City will delay the questioning for a reasonable period of time for the employee to obtain Union representation, provided that the questioning occurs no later than the Member's next scheduled shift (which is not a weekend or holiday). The parties agree to expedite the questioning whenever possible.
- 10.5 Bargaining Unit Members shall serve an initial-hire probationary period of 1 year. Such probationary period can be extended at the discretion of the Fire Chief by up to 6 months, or the duration of any absence by the Member during the probationary period, whichever is greater. During their initial hire probationary period, Bargaining Unit Members shall be "at will" and shall have no recourse to the grievance and arbitration procedure of this Agreement for any matter relating to discipline or discharge.

ARTICLE 11

NO STRIKE PROVISION

- 11.1 There shall be no strikes, lockouts, work stoppages, slow-downs, mass resignations, sick-outs, or other job actions or refusal to perform assigned work by the Members covered under this Agreement.
- 11.2 The parties agree that any Member who is proven to have participated in or proven to have promoted any of the aforementioned activities may be discharged or otherwise disciplined by the City. Nothing herein shall restrict the City from levying different disciplinary actions against different Members based on their involvement in activities prohibited hereunder.
- 11.3 The Union recognizes that the City and the Members covered hereunder are responsible for and engaged in activities which are the basis of the health and welfare of the City's citizens and that, therefore, any violation of this Article would give rise to irreparable damage to the City and the public at large. For the purpose of this Article, it is agreed that the Union shall be responsible and liable for any act authorized (either expressly or implicitly) by its designated Officers or Union Representatives, which act constitutes a violation of this Article.

ARTICLE 12
GRIEVANCE AND ARBITRATION PROCEDURES

- 12.1 Definition: A grievance within the meaning of this Agreement shall be defined as a dispute regarding the interpretation and/or application of a specific clause, or multiple clauses of this Agreement.
- 12.2 Any grievance founded on an alleged violation of the terms and conditions of this Agreement, shall systematically follow the three (3) step grievance procedure as outlined herein.

STEP ONE

The grievance will be presented to the Fire Chief in writing within fourteen (14) calendar days from the date the employee could reasonably be expected to have knowledge of the existence of the facts constituting the grievance. The Chief shall investigate the alleged grievance and have a meeting with the employee and the Union representative within fourteen (14) calendar days of receipt of the written grievance. The Chief shall notify the employee and the Union representative of his decision, in writing, not later than fourteen (14) calendar days following the meeting.

STEP TWO

If the grievance is not settled at the first step, the Union representative and employee may forward the written grievance to the City Manager within fourteen (14) calendar days of the decision of the Fire Chief. The Fire Chief shall be notified in writing of the forwarding of the grievance to the City Manager. The City Manager shall conduct a meeting within fourteen (14) days after receipt of the grievance. The City Manager shall make a decision within fourteen (14) calendar days after the meeting and notify the employee and the Union representative of the decision in writing.

STEP THREE

If the grievance is not satisfactorily settled in Step 2, it may be submitted to arbitration within fourteen (14) calendar days of the last grievance period only with the written approval of the Union President or his designee. Notice to the City of intent to arbitrate will be in writing, from the Union President or his designee. The arbitrator may be selected by mutual agreement of the parties. If the parties fail to agree in the first instance on appointment, the Federal Mediation and Conciliation Service shall be requested to provide a panel of nine (9) arbitrators from which a selection shall be made by alternative striking of arbitrators from the panel. Each party has the right to request one (1) new panel of arbitrators. Hearings before the arbitrator shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service. The expenses of the arbitrator's services shall be borne equally by both parties. The arbitrator's decision shall be final and binding, but he/she shall have no power to alter, modify, amend, add to, or detract from the terms of this contract.

12.3 Rules of Grievance Processing:

- A. At Steps 1 and 2 of this grievance procedure, nothing shall be construed to prevent any Bargaining Unit Member from presenting, at any time, his/her own grievances and having such grievances adjusted without the intervention of the Union, if the adjustment is not inconsistent with the terms of the Collective Bargaining Agreement. Should the Member proceed on his/her own with the Union's consent all costs ordinarily attributable to the Union shall be solely the responsibility of the Member.
- B. A written grievance must be dated and signed by the aggrieved Member and the Union Representative presenting it (if the Union is a party to the grievance or if the Union is bringing the grievance on behalf of the Member). Upon receipt, the City shall acknowledge receipt by signing and dating same. A written decision to the Member shall also be forwarded to the Union Representative and shall be dated and signed by the appropriate City Representative.
- C. All grievances must be reduced to writing, and must set forth:
 - 1. A complete statement of the grievance and facts upon which it is based.
 - 2. The section or sections of this Agreement claimed to have been violated.
 - 3. The remedy or correction requested.
- D. A grievance not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. However, the grievant may be afforded an additional 7 calendar days with a reasonable explanation. If the City's representative fails to render a decision within the time limit set forth in any step, the grievant shall have the right to advance the grievance to the next step within the time limit set forth for such advancement, said time limit to run from the due date of the City representative's decision.
- E. At any step of the grievance procedure, the aggrieved Member may be accompanied by a Union Representative at his/her request only. However, the Union Representative may attend any Step meeting for any grievance which affects the collective interests of the Bargaining Unit Members.
- F. At any step of the grievance procedure, the Fire Chief, the Union President, or the City Manager, may appoint a person to act on his/her behalf.
- G. Grievances over terminations shall be submitted at Step 2.
- H. The time limits in this Article may be extended by mutual agreement of the parties. The City agrees to extend the time limits herein upon good cause shown.
- I. The settlement of a grievance by the City at any step, and the terms contained therein, shall not have any prospective (future) binding effect on the City unless

specifically agreed to by the parties in writing.

- J. Awards or settlements of grievances by the impartial neutral will not be retroactive from the filing of the grievance unless specifically determined to be retroactive by the arbitrator.
- K. The arbitrator may not substitute his/her judgment for that of management in any area in which the determination of the proper course of action is left to the discretion of management, and may not add to, subtract from, or otherwise alter modify, amend or supplement this Agreement or any part thereof. The arbitrator may not consider any issue or relief not requested in the written grievance, or which does not meet the definition of a grievance as set forth herein.
- L. The arbitrator's decision will be final and binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in Circuit Court in accordance with applicable law.
- M. All claims for back wages shall be reduced by any unemployment compensation and interim earnings that the grievant may have received during the period involved.
- N. The provisions herein shall control the proceedings of any grievance or arbitration pending on the effective date of this Agreement.

12.4 Grievances Filed By The Union

- A. Only the Union's Officers or Representatives may file a grievance in the name of the Union, or as a class action.
- B. Only the Union President or his designee may file for Arbitration under Step 3.
- C. A grievance filed by the Union may be initiated at Step 2. If the grievance is not satisfactorily resolved between the Union President and the City Manager, the grievance may be submitted for arbitration under the provisions of Step 3.

ARTICLE 13

RETIREMENT

- 13.1 The City will provide Bargaining Unit Members with retirement benefits in accordance with the City of Cocoa Beach Firefighters Retirement System ordinance. The City and Union agree that all benefits set forth and referenced in the relevant portions of ordinances and governing documents pertaining to the Cocoa Beach Firefighters Retirement System, and all other aspects of the retirement plan not specifically addressed in the Agreement that are in effect at the time of ratification, shall remain in effect for the duration of this Agreement in accordance with applicable law. Any changes to retirement benefits will be established through the collective bargaining process.

13.2 Share Plan

A share plan will be created to implement the provisions of Section 175.351 (6), Florida Statutes. Funding for the share plan shall be in accordance with the mutual consent acknowledgment below.

A. The mechanics of the share plan shall be established within the pension plan as follows:

1. For accounting purposes, an individual share account shall be established for each active member. By definition an active member is a member who is currently making a monthly contribution to the pension plan. The plan shall account for each member's share account balance as provided herein.
2. In future years in which the share plan is funded, each eligible member shall receive an equal share of the available funds, less administrative expenses, deposited into his/her share account.
3. Once funded, on January 1 of each year, share accounts shall be credited with interest at an annual rate equal to the market rate of return on pension fund investments for the preceding year.
4. Available funds and share account balances shall be commingled with pension fund assets for investment purposes, and invested by the board of trustees with other pension fund assets.
5. The plan administrator shall provide an annual statement to the board of trustees and each share plan member on or before March 1 of each year showing each member's individual share account balance and the interest credited to the members account for that year.
6. The expense of administering the share plan for the preceding plan year shall be determined by the board of trustees and charged against the available funds received for that year, before allocations are made to the member share accounts.
7. A member's share account shall be distributed to the member within 60 days following retirement. All or any portion of a member's share account distribution may be rolled over to an IRA or other qualified plan in accordance with the Internal Revenue Code. If a member dies before retirement, the member's share account balance on the date of death shall be distributed to the member's designated beneficiary(ies).
8. In the event a share plan member separates from City employment before attaining 10 years of credited service, or separates from the City employment after attaining 10 years of credited service but elects to receive a refund of member contributions in lieu of any benefit from the

plan, the member shall forfeit his/her share account balance, and the forfeited account balance shall be added to the available funds for that year, and reallocated to share plan member accounts as provided herein, or as required by Internal Revenue Service Code.

B. Mutual Consent Acknowledgement

1. The City and Local 3570 mutually consent, in accordance to Chapter 175, Florida Statutes, to the following use of Chapter 175 Premium Tax Distributions.
 - a. Future Chapter 175 Premium Tax Distributions in an amount up to and including the 2012 amount (received in 2013) shall be used to reduce the City's annual pension contribution.
 - b. One Hundred percent (100%) of the total currently unallocated accumulation of Chapter 175 Premium Tax Distributions shall be used as a one-time payment to reduce the Unfunded Actuarial Accrued Liability (UAAL) of the Retirement System.
 - c. One Hundred percent (100%) of any future Chapter 175 Premium Tax Distributions that exceed the 2012 amount (received in 2013) shall be used annually to reduce the UAAL of the Retirement System.
 2. The parties' mutual consent acknowledgement shall remain in full force and effect until and unless modified or revoked through the collective bargaining process.
- 13.3 The City agrees to pay an annual contribution to the Cocoa Beach Firefighters' Retirement Plan, not less than five percent (5%) of payroll each year regardless of the actual required contribution, whether expressed as a percentage or dollar amount, specified by the Retirement Plan's actuary in its annual Actuarial Valuation Report.
- 13.4 The Bargaining Unit members agree to pay an annual contribution to the Cocoa Beach Firefighters' Retirement Plan, not less than five percent (5%) of gross pay each year, regardless of the actual required contribution, whether expressed as a percentage or dollar amount specified by the Retirement Plan's actuary in its annual Actuarial Valuation Report.
- 13.5 The City and Union mutually agree to participate in a workshop not later than January 1, 2025 to review all areas of the Retirement Plan. Both parties acknowledge that the workshop will be considered separate and apart from the collective bargaining process for the duration of this Agreement.

ARTICLE 14
BULLETIN BOARDS

- 14.1 The City shall furnish the Union with space for a bulletin board at each fire station, measuring approximately thirty-six (36) inches by thirty (30) inches, to be placed in locations designated by the Fire Chief to provide convenient access to all members of the bargaining unit. The Union shall be responsible for providing such bulletin board. The Union shall utilize the bulletin boards only to post the following materials which have been initialed by a Union Representative:
- A. notice of Union meetings;
 - B. notice of Union elections and Union election results;
 - C. copies of the Union's constitution and by-laws and amendments;
 - D. notice of Union recreational and social affairs;
 - E. notices of dues increases;
 - F. copies of this Agreement;
 - G. names of Union officials (and changes thereto);
 - H. minutes of Union meetings;
 - I. any other material relevant to Union business.
- 14.2 Under no circumstances shall the Union post any notice containing material of a political nature or material tending to directly or indirectly disparage or demean the City, the Fire Department, or any of their elected or appointed officials or employees. Posted material not authorized by this Article may be removed by the City and returned to the Union.

ARTICLE 15
PREVAILING RIGHTS

- 15.1 All wages and hours in effect at the time of ratification of this Agreement shall, except as modified herein, be maintained during the course of this agreement unless changed by mutual consent.
- 15.2 The City agrees to provide Group Health Insurance for all Bargaining Unit members and their dependents in the same manner as all other City employees. Agreement with the foregoing does not negate the City's responsibility to negotiate upon request with the Union regarding the impact of provisions of this benefit. Negotiable changes to health insurance benefits after the expiration of Fiscal Year 2020-2021 shall be subject to negotiations in accordance with applicable law.
- 15.3 Shift exchanges and promotions to positions within the bargaining unit will be governed by the Fire Department's Administrative Orders in accordance with Article 9 - Rules and Regulations.
- 15.4 Bargaining Unit Members shall be required to reside within a 55-mile radius of City Fire Station 51.

ARTICLE 16
WAGES

16.1 Wage Increase:

- A. Wage increases, if any, for Fiscal Year 26, and Fiscal Year 27 will be established through re- opener negotiations.

16.2 Minimum and Maximum Base Pay Rates:

- A. For Fiscal years 2025-2027, the minimum and maximum base hourly rates shall be as follows:

*No employee will be allowed to exceed the maximum hourly rate. Anyone above the FY25-27 maximum already will be grandfathered in and pay rates will not be reduced.

FY 24	FY 25			FY 24	FY25	
	old min	Oct. Min.	April Min.	old max	Oct. Max	April Max
Firefighter	\$15.30	\$15.61	\$15.92	\$20.67	\$21.08	\$22.54
Driver	\$15.30	\$15.61	\$15.92	\$20.67	\$21.08	\$22.54
Lieutenant	\$20.43	\$20.84	\$21.26	\$28.25	\$28.82	\$29.39
District	\$23.67	\$24.14	\$24.62	\$31.50	\$32.13	\$32.77

All members of the bargaining unit will receive a market adjustment not to exceed the maximum hourly listed above:

District Chief	\$1.75
Lieutenant	\$1.75
Firefighter/Paramedic	\$0.50
Firefighter/EMT	\$1.00

16.3 Base Wage:

Base hourly rates do not include incentives as described in 16.6.

16.4 Holiday Pay:

In lieu of being provided days off for holidays or any other holiday benefit, Bargaining Unit Members shall accrue holiday hours in a holiday bank at a rate of 11.20 hours for each of the City's 11 recognized holidays and shall be paid their accrued holiday hours in a lump sum, to a maximum of 123.20 hours, on the first payday in December.

16.5 Incentive Pay:

- A. **Fire Inspector:** Bargaining Unit Members certified as Fire Inspectors by the State of Florida shall receive an incentive of \$35.00 per pay period in addition to their base rate of pay upon attaining Fire Inspector certification from the State of Florida.
- B. **Pump Operator:** Bargaining Unit Members certified as Pump Operators by the State of Florida shall receive an incentive of \$35 per pay period in addition to their base rate of pay upon attaining Pump Operator certification from the State of Florida.
- C. **Rescue Technician:** Bargaining Unit Members certified as Rescue Technicians by the AHJ (CBFD) shall receive an incentive of \$35 per pay period in addition to their base rate of pay upon attaining Rope Rescue Operations, Confined Space Technician, and minimum of any TWO of the following technical rescue certifications as recognized by the State of Florida and NFPA 1006 and 1067 Rescue Technician guidelines: Structural Collapse Operations, Structural Collapse Technician, Confined Space, Vehicle and Machinery Rescue Operations, Vehicle and Machinery Rescue Technician, Water Search and Rescue, Surf Rescue, Watercraft Rescue, Swiftwater Rescue, Wilderness Search and Rescue, Rope Rescue Technician and Trench Evacuation Search and Rescue.
- D. Paramedic Pay – anyone that receives or currently has an active and unrestricted paramedic license in the state of Florida will receive bi-weekly pay in the amount of \$346.15.
- E. Incentives that are included in this Wage Article are to be included in the definition of Final Average Earnings for the purpose of calculating pension benefits under the Firefighter Pension Plan.

16.6 Special Event Pay:

- A. Any Bargaining Unit Members who is called in, either voluntarily or on a mandated basis, to perform City-approved Special Event duties will be compensated at double time (2 times base pay and including incentives) per hour for all time assigned to the Special Event.
- B. Bargaining Unit Members who are already scheduled for regular duty shall not, in the absence of an unforeseen emergency, be re-assigned to work at a Special Event. Nothing precludes a scheduled shift member from voluntarily covering a Special Event position, if operationally necessary, provided their scheduled shift is filled by another on duty scheduled member, and does not negatively affect staffing levels for the day.
- C. If a Bargaining Unit Member is required to work a Special Event during their regular shift, the Bargaining Unit Member will be paid at the Special Event rate of pay for the time on duty at the Special Event.

16.7 Working Out of Classification:

- A. Firefighters who are required to substitute for Lieutenant shall receive working out of classification pay in an amount equal to 5% of their base hourly pay rate for the time in excess of one (1) hour spent actually substituting as Lieutenants; however, working out of classification pay shall not apply to substitutions resulting from shift exchanges.
- B. Lieutenants who are required to substitute for Captains shall receive working out of classification pay an amount equal to 5% of their base hourly pay rate for the time in excess of one (1) hour spent actually substituting for Captain; however, working out of classification pay shall not apply to substitutions resulting from shift exchanges.

16.8 Promotions:

When a Bargaining Unit Member promotes to a higher classification of rank, he or she will receive either a 5% increase of base pay or the minimum annual base wage of the classification they are promoted to, whichever is greater.

16.9 Emergency Call Back:

Bargaining unit Members called back to work from off duty shall be paid for all hours worked with a minimum of two (2) hours of pay regardless of whether a lesser number of hours is actually worked. All hours of "Emergency Call Back Pay" shall be paid as Overtime (1.5 times base pay and including incentives).

16.10 Mandatory Training:

Members called in for Mandatory Training shall be paid at a rate of time and half (1.5 times base pay and including incentives).

ARTICLE 17
UNIFORMS

- 17.1 Bargaining Unit Members will be provided uniforms as set forth in the Department's Standing Orders.

ARTICLE 18
EMPLOYEE TESTING

- 18.1 Bargaining Unit Members will be subject to the City's Drug Free Workplace Policy and in accordance with applicable State Statutes.
- 18.2 Additionally, Bargaining Unit Members shall submit to random drug, alcohol and controlled substance testing. Testing will be in accordance with, and subject to the cutoff levels set forth in, the applicable State Statutes.
- 18.3 The City maintains the right to require any Bargaining Unit Member, at City expense, to undergo a fitness-for-duty test (physical and/or psychological), either annually or at any time as deemed reasonably necessary by the City.
- 18.4 The Union and the City agree that Bargaining Unit Members should be physically fit in order to properly perform their daily duties. The City and the Union will work together to develop standards for fitness, including but not limited to, a program for physical examinations and physical conditioning standards for individual Members. Physical examination contractors and representative associates may be evaluated after each session and provide recommendations to the City regarding services with the vendor.
- 18.5 Job-Related Physical Examination: The City will continue to provide a base-line physical examination of each Fire Department employee once per year at no expense to the employee and once as a pre-employment physical. Further examinations will be provided whenever an exposure warrants such examination. All pre-employment and annual physical examinations will be compliant with NFPA 1582. Exam vendors will be screened and evaluated in accordance with 18.4
- A. The yearly Physical Examination may serve as the examination required for participation in the City's PHA (Personal Health Assessment) Program provided, however, that the Bargaining Unit Members shall still be required to comply with any administrative prerequisites for full participation credit.
- 18.6 Bargaining Unit Members shall not use tobacco products or any other smoking products, to include E-cigarettes/vaping or other like products on the market, while in public view, in Fire Department vehicles or on City Property.
- 18.7 Newly hired Bargaining Unit Members as of the inception date of this agreement shall sign an Affidavit of Non-Tobacco Usage and shall refrain from tobacco usage both on and off duty as a condition of continued employment.

18.8 The City and Union agree to adopt policy that allows for an on-site drug detection process, such as a "drug swipe" and/or on-site breathalyzer, as a screening tool(s) to test for controlled substances and/or alcohol as provided for in Florida Statutes and in accordance with Article 9 - Rules and Regulations.

A. The City agrees to develop policy regarding the administration of an on-site detection test and will present the proposed policy to all three Unions (IAFF, LIUNA and FOP) for input before implementation in accordance with Article 9 - Rules and Regulations.

18.9 The parties agree to re-open this article if the Federal Government legalizes marijuana.

ARTICLE 19

OUTSIDE EMPLOYMENT

19.1 The Members of the Bargaining Unit recognize that employment with the City constitutes their primary employment. Any outside employment with another fire service or that interferes with an employee's effective performance of his/her City duties is prohibited.

19.2 Bargaining Unit Members must notify the City Manager or his designee, in writing, of any outside employment. Any changes in outside employment must be reported to and approved by the City Manager or his designee before such changes occur. The City Manager or his designee's denial and explanation of denial shall be provided in writing.

ARTICLE 20

SCOPE OF DUTIES

20.1 Bargaining Unit Members shall be responsible for performing any and all job duties falling within the generic scope of fire/rescue services. Additionally, bargaining unit employees may be tasked with performing duties relating to public health, public education, civic functions, routine station maintenance, training and station/equipment cleaning as the need arises.

20.2 Bargaining Unit Members shall comply in a timely manner with all written and verbal orders given by superiors, even if such orders are alleged to be in conflict with this Agreement, unless such order clearly places the Member's life in unnecessary danger.

ARTICLE 21

OVERTIME

21.1 FLSA Overtime: Overtime for Bargaining Unit Members shall be calculated based upon a fourteen (14) day cycle. Overtime shall be paid to Bargaining Unit Members for all hours in excess of one hundred and six (106) actually worked in a fourteen (14) day work cycle. Overtime will be compensated at time and a half (1.5 times base pay and including incentives) per the FLSA.

21.2 Except for that addressed in Article 21.3 and 21.4, hours worked for the purpose of

computing overtime shall include up to 24 hours of Scheduled PTO per 14-day work cycle, and shall exclude all other Scheduled and Unscheduled PTO. Scheduled PTO shall be defined as any PTO formally requested in accordance with applicable procedures no less than twenty-four (24) hours prior to the shift for which the PTO is to be taken or in the case of bereavement or educational leave.

- 21.3 The use of Unscheduled PTO shall not result in Bargaining Unit Members losing "built-in" overtime (i.e., overtime that results from Members working their regularly scheduled twenty-four (24) hours on duty, 48 hours off duty), if the Bargaining Unit Members provide a doctor's excuse for the absence upon their return to duty.
- 21.4 Three times per Fiscal Year, hours worked for the purpose of computing overtime shall include up to 48 hours of scheduled PTO per 14-day work cycle. PTO scheduling requirements addressed in Article 22.2 remain the same.

ARTICLE 22

PAID TIME OFF (PTO)

- 22.1 Paid Time Off (PTO) is a benefit afforded to bargaining unit employees that can be used for any personal leave situation including sickness, vacation, personal time off, FMLA qualified leaves, medical appointments, etc. be accrued as follows:

0 to 4 years of service:	22 hours per month
4 years and 1 month to 9 years of service	25 hours per month
9 years and 1 month to 15 years of service	30 hours per month
15 years and 1 month or more of service	32 hours per month

- 22.2 While accumulated PTO can be used for any paid time off situation (including sickness or vacation), the manner in which PTO accrues or is used is not to be construed as an attendance policy. As such, every effort should be made to schedule PTO in accordance with established leave policies in order to ensure proper coverage over all critical functions and services. Excessive use of Unscheduled PTO may result in disciplinary action in accordance with Fire Department policy and procedures and the City Employee Guide at the time of ratification.
- A. PTO shall be classified as "Scheduled PTO" when the request for PTO is submitted and approved at least 24 hours in advance of the inception of PTO on the scheduled day. The requesting member and on-duty supervisors request, approve, and update the scheduling application accordingly.
- C. PTO shall be classified as "Unscheduled PTO" when the request for PTO is made less than 24 hours prior to the requested PTO or the request for PTO is made on the day of the occurrence.
- 22.3 At termination, retirement, to include exiting the DROP the maximum pay out of accrued PTO is capped at 700 hours (paid at 100% of the hourly rate in effect at termination). Any PTO pay out or transfer to a qualified investment account either at termination or retirement will not be considered in calculating the total Final Average Earnings (FAE) for pension purposes.

ARTICLE23

BEREAVEMENT

- 23.1 Bereavement leave of twenty-four (24) hours will be granted without loss of pay or other benefit for all Members in accordance with the City's Employee Guide in effect at the time this Agreement is ratified.
- 23.2 If required by the City, the Member shall provide proof of death (i.e., death certificate or obituary) prior to approval of leave.

ARTICLE24

OCCUPATIONAL DISABILITY BENEFITS

- 24.1 The City agrees that in the event of an on-the-job injury to a bargaining unit employee:
- A. All Bargaining Unit Members suffering on-the-job injuries shall be filed for action under the provisions of Florida Statutes, Chapter 440. Workers' compensation benefits shall be allowed from the inception of disability.
- B. The Member shall have the option of supplementing the Workers Compensation

payment with PTO to obtain a full paycheck, on a net-pay basis. PTO will continue to accrue during the period of disability unless the Member's status changes to terminated or retired. In no case shall the total benefits received while on workers compensation leave be greater than the normal net take-home pay of the Member.

- C. The City agrees that any Bargaining Unit Member who is able to work after an on-the-job injury/disability shall be reinstated to his/her former job, providing he/she is released for work by a physician and is qualified to perform the essential functions of the position.
- D. Light duty shall be afforded to Bargaining Unit Members in accordance with City policy at the time of ratification.

ARTICLE 25 EDUCATION

- 25.1 As consistent with past practice, each Bargaining Unit Member who is enrolled in any educational program previously approved by management shall be granted leave to attend classes and complete the essential requirements (i.e., clinical and practical hours).

25.2 In the event that the City is required to call in additional employees in order to meet minimum staffing, this will not affect the Bargaining Unit Member's entitlement to attend approved classes or other approved activities, and the City shall not require the employee attending approved classes or educational activities to forfeit any PTO or other leave or wage benefits of any kind. Classes or educational activities that are approved but not required that occur off-shift are not payable as time worked.

- 25.3 Reimbursement for educational expenses for educational programs approved by management shall be subject to City policy in effect at the time this Agreement is ratified in accordance with applicable law.

ARTICLE 26 EQUIPMENT AND PERSONAL PROPERTY DAMAGE

- 26.1 Any bargaining unit employee who shall suffer any breakage or damage to any equipment or item of personal property while in the line of duty, shall report it immediately to his/her supervisor. A full report containing sufficient details of the breakage or damage including proof of loss will be submitted by the employee through channels for the review and recommendation of the Fire Chief. The recommendation will be submitted to the City Manager, who will have the final decision on any repairs or replacement at no cost to the employee subject to the maximum reimbursement below. Personal items eligible for reimbursement shall be limited to those items necessary and appropriate for use while the employee is on duty. An equitable deduction may be made based on the age and condition of the article broken or damaged. The employee must provide receipt of replacement item to be reimbursed. The maximum reimbursement from the City shall be as follows:

ITEM	MAXIMUM REIMBURSEMENT
Watch	\$200.00
Eyeglasses	\$250.00
Contact lenses	\$50.00 per lens
Dentures	\$250.00
Other items	As determined by City Management

ARTICLE 27

ACCEPTANCE OR SOLICITATION OF GIFTS OR GRATUITIES

- 27.1 Bargaining Unit Members shall comply with the City's policy on acceptance of gifts or gratuities as outlined in the City of Cocoa Beach Employee Guide. In: furtherance of the concern regarding the image of its employees, the need to maintain high ethical standards and to avoid the appearance of impropriety, the acceptance of gifts, gratuities, or donations from businesses or individuals that are either located within the City or do business with the City is prohibited. Prohibited individual employee acceptance of any gratuity, gift, or donation exceeding nominal value that establishes an individual pecuniary interest shall include but not be limited to complimentary or reduced in price beverages, meals, goods, and/or services that would not be available to the general public. Permission to accept a gift, gratuity, or donation will be obtained from the Personnel Office, Fire Chief or designee prior to the acceptance of said gift, gratuity, or

donation if there is any doubt about said gift, gratuity, or donation falling within these guidelines. Violations of this section will subject the employee to discipline, up to and including termination.

- 27.2 Bargaining Unit Members shall not solicit local merchants, businesses or firms for donations of money, goods or services unless such solicitation is for a bona fide charitable organization as defined by the IRS and such solicitation occurs while off-duty or events as approved by the City (such as "Chilifest").

ARTICLE 28

LIMITED TERM EMPLOYEES

- 28.1 The City may hire limited-term employees only to fill vacancies caused by the position's incumbent being on military or medical/disability leave that is projected to last twelve (12) or more months.
- 28.2 Unless hired on as a regular employee, the limited-term employee's employment shall end upon the return of the position's incumbent. Should the incumbent separate employment with the City, the limited term employee will be afforded hiring preference for the vacant position.
- 28.3 Except as provided in paragraph 28.2 above, limited term employees shall be treated the same as regular Bargaining Unit Members under this Agreement, including, but not limited to, wages, hours, benefits, conditions of employment and job qualifications for the vacant position.

ARTICLE 29

ENTIRE AGREEMENT/DURATION

- 29.1 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that each and every understanding and agreement arrived at by both parties, after the exercise of that right and opportunity, are set forth in this Agreement. The parties hereto may commence negotiations, under applicable law, on any succeeding agreement to take effect upon termination of this Agreement.
- 29.2 If either the City or the Union desires to modify, amend or terminate this Agreement at its normal expiration date, official notice of such desire must be given in writing no later than ninety (90) days prior to the termination date of this Agreement. Following receipt of such notice, unless there is mutual agreement to the contrary, the City and the Union shall commence negotiations. Absent a timely request to modify, amend, or terminate this Agreement, this Agreement will automatically renew for an additional year with the wages adjusted at the same rate afforded to general employees.

- 29.3 The City and the Union agree that during the first negotiation meeting, the parties will present and exchange their initial proposals simultaneously for review. However, it shall not limit additional proposals from being offered by either party as negotiations progress.
- 29.4 This Agreement shall become effective upon ratification by both parties, and shall remain in effect until September 30, 24.
- A. For years two and three of the Agreement, the parties agree to reopen Article 16 - Wages, limited to wage increases and ranges (16.1 and 16.2), for negotiations as a re-opener. This does not preclude the parties from reopening other sections of Article 16 upon mutual agreement. Any negotiable changes will be established through the collective bargaining process.

SIGNATURE PAGE

FOR THE CITY OF COCOA BEACH:

FOR I.A.F.F., 3570:

Wayne Carragino, City Manager

Troy West, President

Date signed: _____

Date Signed: _____

Attest:

Karin Grooms, City Clerk

Ratified by the Cocoa Beach City Commission on _____ and by the bargaining unit members on _____

Keith Capizzi, Mayor

Troy West, President

Karin Grooms, City Clerk

Date

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Attorney /

MEETING DATE

September 19, 2024

REQUESTED MOTION/ACTION

Approve the Second Amendment of the Legal Services Contract with Vose Law Firm.
This is a minor amendment to the City Attorney contract relating to the method of billing
with no impact on the amount of fees or costs billed.

Staff Representative: Becky Vose, City Attorney.

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

This is a minor amendment to the City Attorney contract relating to the method of billing
with no impact on the amount of fees or costs billed.

**SECOND AMENDMENT TO CITY OF COCOA BEACH
CONTRACT FOR LEGAL SERVICES**

WHEREAS, on June 15, 2017, the Vose Law Firm, LLP entered into a Contract for Legal Services with the City of Cocoa Beach (“City Attorney Contract”); and

WHEREAS, on January 2, 2022, the City Commission of the City of Cocoa Beach amended the City Attorney Contract to provide that the City Attorney shall serve until removed by the City Commission or resigns, and that the City Attorney reports to the City Commission and not to the City Manager; and

WHEREAS, the City Attorney has requested that a minor term of the City Attorney Contract be amended to do away with the requirement that “City Attorney shall provide a monthly log of all City of Cocoa Beach work with the monthly invoice”; and

WHEREAS, the City Attorney has provided the monthly log for the last 86 months, but that log has virtually no use, other than to require “make work” for the City Attorney; and

WHEREAS, the City Commission recognizes that the City Attorney has never raised its flat fee rate in the seven (7) years as serving as City Attorney, whereas, inflation has dramatically reduced the buying power of that flat fee rate; and

WHEREAS, the City Commission finds it in the best interest of the City to amend the City Attorney Contract to remove the requirement for a monthly log of work to be sent to the City.

NOW, THEREFORE, the City Commission of the City of Cocoa Beach and the Vose Law Firm, City Attorney, hereby agree to amend the Contract for Legal Services as follows:

1. Exhibit B, “Fee Schedule” is amended by the deletion of the sentence: “City Attorney shall provide a monthly log of all City of Cocoa Beach work with the monthly invoice.”
2. In all other respects the Contract for Legal Services shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and years indicated below and the signatories below shall bind the parties set forth herein.

CITY ATTORNEY:
Vose Law Firm, LLP

CITY OF COCOA BEACH

By: Gretchen R. H. “Becky” Vose

By: Keith Capizzi, Mayor

Date: _____

Date: _____

City of Cocoa Beach City Commission

Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Attorney /
Becky Vose, City Attorney

MEETING DATE

September 19, 2024

REQUESTED MOTION/ACTION

Adopt Ordinance 1693 on second reading:

An Ordinance of the City of Cocoa Beach, Florida, amending City of Cocoa Beach Code of Ordinances, Section 15-17, “restrictions on camping” and section 30-29 “classes of violations and associated civil penalties”; providing for findings and intent; prohibiting overnight public camping and sleeping; providing for exceptions to the prohibition; providing for enforcement of section 15-17; Providing general clean-up changes; and providing for severability, conflicts, codification, and an effective date.

This ordinance is to prevent potential conflicts with the County or the new State law (Section 125.0231, Florida Statutes), it is recommended that the City Commission adopt by Ordinance a prohibition of public camping or sleeping. Adopting a zero-tolerance policy for camping or sleeping on municipal property will head off any potential costs associated with potential litigation from citizens or business owners negatively impacted by camping or sleeping on city property. The first reading was September 4th, 2024.

Staff Representative: Becky Vose, City Attorney

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

Introduction

On March 20, 2024, Governor Ron DeSantis signed House Bill 1365, which has been codified as Chapter 2024-11, Laws of Florida. The new law is effective on October 1, 2024, and creates Section 125.0231, Florida Statutes. A copy of Chapter 2024-11, Laws of Florida, is attached to this memorandum. The purpose of the law is to regulate public camping and public sleeping and is focused on Florida’s homeless population, which is over 30,000 persons.

Unsheltered homeless persons’ primary nighttime residences are places not suitable for habitation, such as sidewalks, vehicles, abandoned buildings, and parks, which has a significant impact on a person’s health and safety. When enacting the new law, the Florida Legislature considered that jurisdictions that have placed restrictions on public camping have seen significant declines in the size of the homeless populations.

-

Effect of THE new Law

The new law prohibits a county or municipality from authorizing any person from regularly engaging in public camping or sleeping on any public property, public building, or public right-of-way (“public property”) unless the county designates property for such purposes. Section 125.0231(2), Florida Statutes. The prohibition applies to residing overnight with or without a tent. It does not apply to residing overnight in a registered, insured motor vehicle which is parked in a lawful place, nor does it apply to camping for recreational purposes on property designated for such purposes.

For municipalities, this means that municipalities may not “authorize” public sleeping or camping on any public property within their jurisdiction without a county first designating that municipal property for such purpose. In other words, municipalities may not independently authorize public camping or sleeping on municipal property—the county must act first.

Likewise, counties may not “authorize” public camping or sleeping on any public property within their jurisdiction without first designating such property for those purposes by majority vote of its governing body. The new Section 125.0231(3), Florida Statutes, outlines the criteria counties must satisfy before such a designation is effective. If the designated property is within the boundaries of a municipality, the designation is contingent upon approval by majority vote of the municipality’s governing body. If a county successfully designates property for such purpose, the property may be used for public camping or sleeping for continuous periods of no longer than one year.

Pursuant to Section 125.0231(3)(a), a county’s designation is not effective until the Department of Children and Families (DCF) certifies the designation. To obtain DCF certification, the County must submit certification of and documentation proving there are not sufficient open beds in homeless shelters in the county and that the designated property is not contiguous to residential property. A County must also provide DCF certification and documentation proving that the designated property would not hurt property values or jeopardize safety and security of other existing residential or commercial property in the county or municipality. Finally, the county must provide certification of and documentation proving that it has developed a plan that satisfies the requirements of Section 125.0231(3)(b), Florida Statutes. Pursuant to Section 125.0231(3)(b), Florida Statutes, such a plan must establish and maintain minimum standards and procedures related to the designated property for the purposes of:

1. Ensuring maintaining safety and security;
2. Maintaining sanitation (including access to restrooms and running water);
3. Providing access to behavioral health services; and
4. Enforcing prohibitions against illegal drug or alcohol use on the designated property.

These minimum standards and procedures must be published on the county’s and municipality’s (if applicable) public websites. Fiscally constrained counties are exempt

from the requirement to establish and maintain the minimum standards and procedures listed above except for the enforcement of prohibitions against illegal drug use or alcohol on the designated property. Section 125.0231(5), Florida Statutes, outlines other exemptions that apply during declared states of emergency.

The new law also provides a private cause of action to enforce the prohibition against municipalities' and counties' authorization of public camping or sleeping on undesignated public property. Section 125.0231(4) provides that county residents, business owners, or the Attorney General may bring a civil action against the county or applicable municipality to enjoin the county or municipality from authorizing public camping or sleeping on undesignated public property. If successful, courts are authorized to require the applicable local government to pay the reasonable expenses incurred by the applicants in bringing the civil action including attorney's fees and costs. Applicants are required to attach an affidavit to their application for injunction attesting that the applicant provided written notice of the alleged violation to the local government and that the local government failed to "take all reasonable actions" to cure the alleged violation within five business days of receiving the notice. As such, local governments are required to act quickly after receiving notice of an alleged violation to avoid the civil remedies provided for in this new law. The provisions governing this new cause of action will take effect on January 1, 2025, and apply to causes of action accruing on or after that date. All other provisions of the new law will take effect on October 1, 2024.

One significant takeaway is that local governments are now accountable for all instances of public sleeping or camping on public property that has not been properly designated by the county for such use. This is the case even for instances of public sleeping or camping that are only implicitly "authorized" by the absence of an explicit prohibition or lack of enforcement. In all such cases, county residents or business owners may sue their local governments for the failure to address public camping or sleeping on undesignated public property. As such, this creates the need for local governments to actively prohibit people from regularly camping and sleeping on public property and enforce such prohibitions to avoid the civil remedies authorized under the new law.

Recommended Action

A recent U.S. Supreme Court case, *City of Grants Pass, Oregon v. Johnson*, confirmed that local governments can constitutionally prohibit public camping and sleeping on public property. To prevent potential conflicts with the County or the new State law (Section 125.0231, Florida Statutes), it is recommended that the City Commission adopt by Ordinance a prohibition of public camping or sleeping. Adopting a zero-tolerance policy for camping or sleeping on municipal property will head off any potential costs associated with potential litigation from citizens or business owners negatively impacted by camping or sleeping on city property. A proposed ordinance addressing these issues is attached to this memorandum.



M E M O R A N D U M

TO: Mayor, Vice Mayor and City Commission Members, City of Cocoa Beach
COPY: Wayne Carragino, City Manager
FROM: Gretchen R.H. “Becky” Vose, Esq., City Attorney
DATE: August 23, 2024
SUBJECT: House Bill 1365-Chapter 2024-11, Laws of Florida

INTRODUCTION

On March 20, 2024, Governor Ron DeSantis signed House Bill 1365, which has been codified as Chapter 2024-11, Laws of Florida. The new law is effective on October 1, 2024, and creates Section 125.0231, Florida Statutes. A copy of Chapter 2024-11, Laws of Florida, is attached to this memorandum. The purpose of the law is to regulate public camping and public sleeping and is focused on Florida’s homeless population, which is over 30,000 persons.

Unsheltered homeless persons’ primary nighttime residences are places not suitable for habitation, such as sidewalks, vehicles, abandoned buildings, and parks, which has a significant impact on a person’s health and safety. When enacting the new law, the Florida Legislature considered that jurisdictions that have placed restrictions on public camping have seen significant declines in the size of the homeless populations.

EFFECT OF THE NEW LAW

The new law prohibits a county or municipality from authorizing any person from regularly engaging in public camping or sleeping on any public property, public building, or public right-of-way (“public property”) unless the county designates property for such purposes. Section 125.0231(2), Florida Statutes. The prohibition applies to residing overnight with or without a tent. It does not apply to residing overnight in a registered, insured motor vehicle which is parked in a lawful place, nor does it apply to camping for recreational purposes on property designated for such purposes.

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COUNSEL TO EXTRAORDINARY LEADERS AND GOVERNMENTS SINCE 1973

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property may be used for public camping or sleeping for continuous periods of no longer than one year.

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One significant takeaway is that local governments are now accountable for all instances of public sleeping or camping on public property that has not been properly designated by the county for such use. This is the case even for instances of public sleeping or camping that are only implicitly "authorized" by the absence of an explicit prohibition or lack of enforcement. In all such cases,

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RECOMMENDED ACTION

A recent U.S. Supreme Court case, *City of Grants Pass, Oregon v. Johnson*, confirmed that local governments can constitutionally prohibit public camping and sleeping on public property. To prevent potential conflicts with the County or the new State law (Section 125.0231, Florida Statutes), it is recommended that the City Commission adopt by Ordinance a prohibition of public camping or sleeping. Adopting a zero-tolerance policy for camping or sleeping on municipal property will head off any potential costs associated with potential litigation from citizens or business owners negatively impacted by camping or sleeping on city property. A proposed ordinance addressing these issues is attached to this memorandum.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING CITY OF COCOA BEACH CODE OF ORDINANCES SECTION 15-17, "RESTRICTIONS ON CAMPING" AND SECTION 30-29 "CLASSES OF VIOLATIONS AND ASSOCIATED CIVIL PENALTIES"; PROVIDING FOR FINDINGS AND INTENT; PROHIBITING OVERNIGHT PUBLIC CAMPING AND SLEEPING; PROVIDING FOR EXCEPTIONS TO THE PROHIBITION; PROVIDING FOR ENFORCEMENT OF SECTION 15-17; PROVIDING GENERAL CLEAN-UP CHANGES; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes authorizes a municipality to enact regulations to protect the health, safety, welfare, and morals of its citizens; and

WHEREAS, on March 20, 2024, Governor Ron DeSantis signed House Bill 1365, which has been codified as Chapter 2024-11, Laws of Florida. The new law goes into effect on October 1, 2024, and creates Section 125.0231, Florida Statutes. The purpose of the law is to regulate public camping and public sleeping and is focused on Florida's homeless population, which is over 30,000 persons; and

WHEREAS, while enacting House Bill 1365, the Florida Legislature considered evidence that approximately 50 percent of people experiencing homelessness in Florida were unsheltered, meaning their primary nighttime residence is a place not suitable for human habitation, such as sidewalks, vehicles, abandoned buildings or parks. Living unsheltered can have significant impacts on a person's health and safety; and

WHEREAS, the City of Cocoa Beach has a significant interest in providing a safe and pleasant environment and in eliminating public camping or sleeping on any public property, public building, or public right-of-way; and

WHEREAS, Section 15-17, City of Cocoa Beach Code of Ordinances, restricts camping on public property between the hours of one-half (½) hour after sunset to one-half (½) hour before sunrise; and

WHEREAS, Section 30-29, City of Cocoa Beach Code of Ordinances, defines the civil penalty for violations of Section 15-27; and

WHEREAS, the City Commission of the City of Cocoa Beach finds it is in the best interests of the health, safety, welfare, and morals of the residents, business owners, visitors and the homeless population of the City of Cocoa Beach to enact this Ordinance to expand existing prohibitions on public camping; and

WHEREAS, for purposes of this Ordinance, underlined type shall constitute additions to the original text, * * * shall constitute ellipses to the original text, and ~~strike through~~ shall constitute deletions to the original text.

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

SECTION 1. Findings. The above Whereas provisions are true, and they shall collectively be considered the legislative intent of this Ordinance.

SECTION 2. Amendment. Sections 15-17 and 30-29 of the Cocoa Beach Code of Ordinances are hereby each amended as follows:

Sec. 15-17. Restrictions on public camping and sleeping.

(a) Findings. The City of Cocoa Beach has a significant interest in providing a safe and pleasant environment for its citizens, business owners, visitors and its homeless population by eliminating public camping or sleeping on any public property, public building, or public right-of-way. Public camping or public sleeping in a public place not suitable for human habitation, such as a sidewalk, vehicle, abandoned building, or park can have significant impacts on a person's health and safety. The City Commission of the City of Cocoa Beach hereby determines that this section fulfills an important City purpose by ensuring the health, safety, welfare, quality of life, and aesthetics of the City of Cocoa Beach; and

(b) Intent. The purpose and intent of this section is to recognize the constitutional right of persons to gather in a lawful time, place and manner; however public sleeping and public camping constitutes a threat and danger to health, safety, security and welfare to the citizens, business owners, visitors and the homeless population of the City of Cocoa Beach. The goal of this section is to ensure the foregoing constitutional rights through reasonable regulation, acting to protect citizens, business owners, visitors and the homeless population.

(a) (c) As used in this section, the following definitions are applicable:

(1) *Camp* means:

- a. To pitch or occupy camp facilities or to use camp paraphernalia for sleeping or cooking; or
- b. Lodging or residing overnight in an outdoor space with or without camp facilities.

(2) *Camp facilities* include, but are not limited to, tents, huts, or temporary shelters;

(3) *Camp paraphernalia* includes, but is not limited to, tarpaulins, cots, beds, bedding, pillows, sleeping bags, boxes, cartons, hammock and portable camp stoves;

(4) *Ocean beach* is the public beach within the corporate limits of the city, as defined in section 5-50(a), City Code;

(5) *Public place* shall include any sidewalk, street, road, alley, lane, boulevard, right-of-way, park, beach, dock, or land dedicated to or otherwise owned by the City of Cocoa Beach or any other governmental agency, or in and upon which the City of Cocoa Beach or any other governmental entity has an easement or right to use,

or held in fee simple title by the City of Cocoa Beach or any other governmental entity located within the city (hereinafter "public property");

(6) *Sea dune area* is that area of land immediately adjacent to the ocean beach, and as defined in section 5-50(c), City Code; and,

(7) *Store* means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location open to the public view.

~~(b)~~ (d) It shall be unlawful for any person to camp, occupy camp facilities, or use or store camp paraphernalia within any public property or public place within the city limits of Cocoa Beach between the hours of ~~one-half (1/2) hour after sunset to one-half (1/2) hour before sunrise.~~

(e) This section shall not be construed to prohibit:

(1) Lodging or residing overnight in a motor vehicle that is registered, insured, and located in a place where it may lawfully be; or

(2) Camping for recreational purposes on property legally designated for such purposes.

(f) All City code enforcement officers designated pursuant to section 30-4 and law enforcement officers are hereby authorized to enforce this section as follows:

(1) Citations for violation of this section may be issued pursuant to section 30-22. Violations of this section shall be treated as a Class II violation.

(2) In addition to any penalty mentioned herein, a law enforcement officer may issue a trespass warning, or any other penalty prescribed for a violation of any applicable section of Chapter 810, Florida Statutes.

(3) All fines collected resulting from violations of this Section shall be held by the City of Cocoa Beach for the care of the homeless population to fund any non-profit organization that provides shelter, food, or medical care at the discretion of and selection by a majority vote of the City Commission.

(4) Nothing within this section precludes the City of Cocoa Beach from pursuing other enforcement or remedies authorized in the City of Cocoa Beach Code of Ordinances or any civil or administrative remedies.

Sec. 30-29. Classes of violations and associated civil penalties.

* * *

- (b) City codes and ordinances subsequently enacted or amended may set forth the applicable civil penalty for violations by designating the appropriate violation classification as provided in subsection (a) of this section.

Civil infractions of city codes and ordinances, as set forth in the Land Development Code ("LDC") and/or the Cocoa Beach City Code for which citations may be issued include, but are not limited to the following:

City Code/Ordinance Chapter and Section	Description	Class
Ch. 2.5, Adult Entertainment		
Ch. 2.5, Art. II, Sec. 2.5-9	Operation of unlicensed premises unlawful	IV
Ch. 2.5, Art III, Sec. 2.5-17	Records of employees required in licensed premises	II
Ch. 2.5, Art. V, Sec. 2.5-21, 2.5-22, 2.5-23, 2.5-24	Violations of Provisions for Adult Entertainment Establishments	II
Ch. 2.5, Art V, Sec. 2.5-43	Prohibited acts by customers at sexually oriented businesses	III
Ch. 3, Alcoholic Beverages		
Ch. 3, Sec. 3-1	Hours of sale—In general	IV
Ch. 3, Sec. 3-4	Service, consumption prohibited in public places, bottle clubs, etc., during certain hours; exception	II
Ch. 3, Sec. 3-11	Nudity on premises where alcoholic beverages are offered for sale	III
Ch. 3, Sec. 3-12	Consumption, possession of open containers of alcoholic beverages while driving, riding in motor vehicles on public right-of-way	V
Ch. 4, Animals and Fowl		
Ch. 4, Sec. 4-3	Possessing, harboring, feeding, breeding, maintaining or keeping any peafowl	II
Ch. 4, Sec. 4-20	Dogs permitted on certain beach areas with limitations	II
Ch. 5, City Code: Beaches, Fills, Boats and Waterways		
Ch. 5, Art. I, Sec. 5-9.1	Right-of-way of persons in water	IV
Ch. 5, Art. I, Sec. 5-14	Speed of motorboats on city waterways	III
Ch. 5, Art. I, Sec. 5-15	Stopping, parking, mooring and towing	I
Ch. 5, Art. I, Sec. 5-16	Restricted areas	IV
Ch. 5, Art. I, Sec. 5-23	Vessels, abandoning	III
Ch. 5, Art. I, Sec. 5-29	Water-skiing or similar activity	II
Ch. 5, Art. I, Sec. 5-29.1	Vessels, living aboard	II
Ch. 5, Art. I, Sec. 5-30	Fishing	I
Ch. 5, Art. I, Sec. 5-31	Buoys, markers, beacons without permission	IV

Ch. 5, Art. I, Sec. 5-32	Dumping objects, liquids into water	IV
Ch. 5, Art. II, Sec. 5-33.1	Parking, fueling and towing	III
Ch. 5, Art. II, Sec. 5-33.2	Vessels in ocean	II
Ch. 5, Art. II, Sec. 5-33.5	Boat launching on beach prohibited	II
Ch. 5, Art. II, Sec. 5-34	Use of municipal beaches and facilities	III
Ch. 5, Art. IIIA, Sec. 5-40	Seawalls, construction or alteration	IV
Ch. 5, Art. IV, Sec. 5-51	Operation of motor vehicles prohibited in certain beach areas	III
Ch. 5, Art. IV, Sec. 5-54	Removal of sand and gravel	I
Ch. 5, Art. IV, Sec. 5-56	Fishing in man-made salt water residential canals	III
Ch. 5, Art. IV, Sec. 5-57	Glass containers prohibited on beach	III
Ch. 5, Art. IV, Sec. 5-58	Obstruction of public crossovers prohibited	I
Ch. 5, Art. V, Sec. 5-70	Alcohol-free zone on Sidney Fischer Park	III
Ch. 6, City Code: Buildings		
Ch. 6, Art. I,	Florida Building Code	III
Ch. 6, Art. II	Property Maintenance Code	III
Ch. 6, Art. III, Sec. 6-15	Unlicensed contractors	IV
Ch. 6, Art. III, Sec. 6-16	Non-qualified contractors	IV
Ch. 6, Art. IV, Sec. 6-21	Excavation permits required	III
Ch. 6, Art. X, Sec. 6-65	Beachfront property spill-over lighting	II
Ch. 9, City Code: Fire Prevention		
Ch. 9, Sec. 9-1 Fire Prevention	Adoption of Florida Fire Prevention Code, National Fire Code; Violation	III
Ch. 9, Sec. 9-14	(a) Means of egress locked and/or obstructed	IV
	(b) Over occupancy load	IV
	(c) Failure to comply with section 9-5, storage of explosive, basting agent, and flammable liquids	IV
	(d) Dispensing or storing flammable, or combustible liquids into and unapproved container	IV
	(f) Outside burning of any kind or type	III
	(k) Failure to properly maintain a fire protection system	III
	(l) Failure to properly display premises identification	III
	(m) Unsafe work practice	IV
Ch. 10, City Code: Garbage, Trash and Weeds		
Ch. 10, Art. I, Sec. 10-12	Garbage, waste and trash collection	III
Ch. 10, Art. II, Sec. 10-22	Debris and dense growth	I
Ch. 11, City Code: Health and Sanitation		
Ch. 11, Art. I	Pain Management Clinics	III
Ch. 13, City Code: Licenses		
Ch. 13, Sec. 13-20	Display of licenses/permits	I
Ch. 13, Sec. 13-21	License/business tax receipt required	III
Ch. 13, Sec. 13-30	Certificate of use required	III
Ch. 13.5	Noise	V

Ch. 14, City Code: Special Events		
Ch. 14, Sec. 14-1	Special event permits required	IV
Ch. 14, Sec. 14-30	Motion and still photography; permit required	IV
Ch. 15, City Code: Offenses		
Ch. 15, Sec. 15-4	Begging and mendicant vending	I
Ch. 15, Sec. 15-7.1	Discharging BB gun, pellet rifles, etc., inside city limits	I
Ch. 15, Sec. 15-16	Excavations and removal of materials	III
Ch. 15, Sec. 15-17	Restrictions on <u>public</u> camping <u>and</u> sleeping	† II
Ch. 15, Sec. 15-20	Alcoholic beverages in public places	III
Ch. 15, Sec. 15-21	Alcoholic beverages on the ocean beach	III
Ch. 15, Sec. 15-23	Noises prohibited; enumeration	I
Ch. 15, Sec. 15-23.1	Nuisance, trash	I
Ch. 15, Sec. 15-24	Public urination/defecation	III
Ch. 15, Sec. 15-25	Peeping tom prohibited	III
Ch. 15, Secs. 15-26—15-30	Noises	I
Ch. 15, Sec. 15-31	Striptease prohibited	III
Ch. 15, Sec. 15-33.1	Obstruction of waterways and canals	I
Ch. 15, Sec. 15-34	Littering	V
Ch. 15, Sec. 15-37	Fireworks discharge prohibited	III
Ch. 15, Sec. 15-38	Discharge of firearms in city prohibited	III
Ch. 15, Sec. 15-39	Certain sales and leases along Atlantic Ocean beach area prohibited: punishment for violations	I
Ch. 15, Sec. 15-42	Public nudity	III
Ch. 15, Sec. 15-44	Oceanfront lighting, sea turtles	II
Ch. 15, Sec. 15-46	Possession of cannabis and cannabis paraphernalia	V
Ch. 15, Sec. 15-47	Operation of golf carts on public roads and streets	II
Ch. 19, City Code: Sewage		
Ch. 19, Article II, Sec. 19-36	Industrial pretreatment compliance required	IV
Ch. 21, City Code: Solicitors and Canvassers		
Ch. 21, Sec. 21-1	Permit generally	I
Ch. 21, Sec. 21-8	Permit and identification to be provided	I
Ch. 21, Sec. 21-12	Hours of solicitation	I
Ch. 21, Sec. 21-14	Solicitation	I
Ch. 22, City Code: Streets and Sidewalks		
Ch. 22, Art. I, Sec. 22-1	Australian pines; restrictions	II
Ch. 22, Art. I, Sec. 22-2	Signs, merchandise, vehicles for sale, etc., on right-of-way	I
Ch. 22, Art. I, Sec. 22-3	Offstreet parking on unimproved city right-of-way prohibited; exceptions	I
Ch. 22, Art. IV, Sec. 22-37	City road repair and right-of-way utilization	I
Ch. 26, City Code: Traffic		
Ch. 26, Art. I, Sec. 26-4	Permits for parades, processions and sound trucks	II

Ch. 26, Art. I, Sec. 26-5	Parking of commercial vehicles within certain residential districts restricted	I
Ch. 26, Art. I, Sec. 26-6	Parking of house trailers restricted	I
Ch. 26, Art. I, Sec. 26-8	Obstructions, excavations, openings, debris, etc., on or in public streets and ways or damage thereto prohibited; exceptions, punishment for violations	IV
Ch. 26, Art. I, Sec. 26-11	Sleeping or camping in motor vehicles	I
Ch. 26, Art. I, Sec. 26-12	Parking fees for Sidney Fischer Park, Shepard Park; violation	I
Ch. 28, City Code: Stormwater Management and Pollution Prevention		
Ch. 28, Art. IV	Pollution Prevention and Pollutant Discharge to the Storm Sewer System	IV
City Code Appendix B, Land Development Code (LDC)		
LDC, Chapter I, Purpose and General Provisions		
LDC Sec. 1-11	Use, occupancy, subdivision of land and/or buildings must comply with LDC, and buildings and structures must comply with LDC	III
LDC, Chapter II, Zoning Districts		
LDC Sec. 2-70	Temporary sales—Permit required	I
LDC Sec. 2-70	Garage sales	I
LDC Sec. 2-72	Public food service requirements and exemptions	III
LDC, Chapter III, Design Standards		
LDC Chapter III, Article II	Driveways constructed or removed to comply with LDC. Unlawful to construct, cut, break out curb without authorization	III
LDC Sec. 3-56	Tree Preservation—No protected tree to be removed without permit	V
LDC Sec. 3-56	Tree Protection—Trees to be protected during development activity	IV
LDC Sec. 3-07	Visibility at intersections	II
LDC Sec. 3-28	Seawalls—Permit required	III
LDC Sec 3-31	Swimming pools—Enclosure required	II
LDC Sec. 3-03	Vehicles over 26 feet	II
LDC Sec. 3-03	Permitted parking in residential districts	I
LDC Sec. 3-71	Vehicle sales	II
LDC Sec. 3-29	Dune crossovers—Compliance with codes	III
LDC Sec. 3-61	Light trespasses	II
LDC Sec. 3-61	Glare control	II
LDC Sec, 3-64	Beachfront lighting	II
LDC, Chapter IV, Land Development Procedures		
LDC Sec. 4-02	Site plan required	III

LDC Sec. 4-14	Certificate of Occupancy Required	III
LDC Sec. 4-22	Dredge and fill requires permit	IV
LDC Chapter IV, Article II	Building and construction requirements	III
LDC, Chapter V, Signs and Displays		
LDC Chapter V, Article I	Permits and maintenance required	III
LDC Chapter V, Article I	Displays prohibited	III
LDC Chapter V, Article II	Sign criteria and standards	II
LDC Sec. 5-04	Prohibited signs, sign features	III
LDC Sec. 5-06	Sign removal	I
LDC Sec. 5-05	Sign maintenance required	III
LDC, Chapter VII, Stormwater Management and Flood Control		
LDC Sec. 7-3	Stormwater management facility maintenance	III
LDC Chapter VII, Article II	Erosion and sediment control	III

SECTION 3. Codification. Section 2 of this ordinance shall be codified as set forth above and become and be made a part of the Code of Ordinances of the City of Cocoa Beach. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 4. Conflicts. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. Severability. In the event that any word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this Ordinance, is contrary to law, or against public policy, or shall for any reason whatsoever held to be invalid, illegal or unconstitutional, by any court of competent jurisdiction, such word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this Ordinance shall be null and void, and shall be deemed severed, and a separate, distinct, and independent provision from the remaining provisions of this ordinance, and such holding shall in no manner affect the validity of the remaining words, phrases, portions, sub-sub-sections, sub-sections, or sections of this Ordinance, which shall remain in full force and effect. This ordinance shall be construed in a manner to accomplish, to the greatest extent legally possible, the purposes of this ordinance as expressed herein.

SECTION 6. Effective Date. This ordinance shall become effective upon its adoption.

Upon Motion by Commissioner _____, seconded by Commissioner _____, this Ordinance 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

First Reading: _____
Date Posted: _____
Date Published: _____

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /
Scott Maxim, Project Manager

MEETING DATE

September 19, 2024

REQUESTED MOTION/ACTION

Requesting permission to enter into contract negotiations with Nutt Construction, the highest ranked bidder, for the golf course irrigation project.

Total project cost - \$2,129,300.00

This is a budgeted project.

Representative: Scott Maxim, Project Manager

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

The current irrigation system on the golf course is original to the course and requires constant maintenance and upkeep to keep it in working order. This new system will be more efficient and reduce maintenance and repair costs. This is a two-phase project over two years. In FY25, 18 holes will be replaced, and 9 holes will be replaced in FY26. Nutt Construction was the highest ranked firm as well as the lowest bidder.

**City of Cocoa Beach City Commission
Agenda Item Summary**

**DEPARTMENT MAKING
REQUEST/NAME:**

Development Services /
Randy Stevenson, Director of Development
Services

MEETING DATE

September 19, 2024

REQUESTED MOTION/ACTION

First Reading of Ordinance 1689: Moved to October 3rd, 2024 - Due to text
modification and re-advertisement.

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND: