



**Meeting Agenda
Thursday, October 24, 2024**

6:30 PM

REGULAR

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

WELCOME

- A. Call to Order
- B. Public Comment
- C. Staff Reports and Announcements
- D. Consent Agenda
 - 1. Approve September 19, 2024, CRA Meeting Minutes
Staff Representative: City Clerk's Office
 - 2. Approve Amended CRA Bylaws, Policies, and Procedures.
Staff Representative: Karin Grooms, City Clerk
- E. Board Members Reports and Announcements
- F. New Business
 - 1. Request to Approve Grant Funding Agreement between the CRA and Cocoa Beach Main Street for \$35,000. Budgeted.
Staff Representative: Devan Taly, Director of Grants & Special Projects
- G. General Public Comment
- H. Adjournment

**City of Cocoa Beach Community Redevelopment Agency
Agenda Item Summary**

**DEPARTMENT MAKING
REQUEST/NAME:**

City Clerk /

MEETING DATE

October 24, 2024

REQUESTED MOTION/ACTION

Approve September 19, 2024, CRA Meeting Minutes

Staff Representative: City Clerk's Office

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

CITY OF COCOA BEACH, FLORIDA
COMMUNITY REDEVELOPMENT AGENCY
MINUTES
September 19, 2024

A. Call to Order

Mayor Capizzi called the meeting to order at 6:30 PM.

1. Roll Call

Commission Members Present:

Board Commissioner Joshua Jackson
Board Commissioner Skip Williams
Board Commissioner Karalyn Woulas
Board Commissioner Jeremy Hutcherson
Board Commissioner Keith Capizzi

Administrative Members Present:

City Attorney Becky Vose
City Manager Wayne Carragino
City Clerk Karin Grooms
Director of Grants and Special Projects Devan Pritts
Project Manager Scott Maxim
Stormwater Manager, Morgan Zuhlke
Water Rec/ Public Works Director Brad Kalsow

B. Board Members Reports and Announcements

C. Staff Reports and Announcements

D. Consent Agenda

1. Approve the June 6th, and August 1st, 2024 CRA Minutes
Representative: City Clerk's office

MOTION BY WILLIAMS/JACKSON

I MOVE TO APPROVE THE CONSENT AGENDA

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

E. New Business

1. Approve Resolution 2024-01 CRA Budget
Staff Representative: Devan Taly, Director of Grants & Special Projects

MOTION BY WILLIAMS/JACKSON

I MOVE TO APPROVE RESOLUTION 2024-01 CRA BUDGET

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

CITY OF COCOA BEACH, FLORIDA
COMMUNITY REDEVELOPMENT AGENCY
MINUTES
September 19, 2024

2. Request to Approve New Downtown Cocoa Beach Community Redevelopment Agency Performance Measures and Standards Annual Report
Staff Representative: Devan Taly, Director of Grants & Special Projects

MOTION BY WILLIAMS/JACKSON

I MOVE TO APPROVE

VOICE VOTE ON THE MOTION 4 AYES 1 NAY- WILLIAMS

Ms. Devan Pritts, Director of Grants and Special Projects, presented her new report on the CRA, which the Florida Statute requires. She spoke on the expectations, what has been completed and what is expected from the future.

Commissioner Williams inquired about affordable housing and if verbiage would be added to the report.

Mayor Capizzi noted the city was not able to provide affordable housing in Cocoa Beach.

Commissioner Williams gave the requirements for the CRA and noted the affordable housing.

The commission discussed more on affordable housing within Downtown Cocoa Beach. Mayor Capizzi inquired from the City Attorney if it was required.

Ms. Becky Vose, City Attorney, stated it is an item that can be in the CRA but not a requirement.

Commissioner Williams made a motion for the commission to look into opportunities and add the proper verbiage.

Commissioner Jackson expressed his concern with adding verbiage.

No second on the motion and the motion died due to lack of a second. Main motion was called and passed 4-1.

F. General Public Comment

G. Public Comment

H. Adjournment

The meeting was adjourned at 6:46 pm.

Karin Grooms, MPA CMC
City Clerk

Keith Capizzi
Mayor-Commissioner



CITY OF COCOA BEACH

COMMUNITY REDEVELOPMENT AGENCY (CRA)

BYLAWS, POLICIES, AND PROCEDURES

Adopted **January 17, 2019**

I. BYLAWS

- A. Establishment - The CRA was established by City of Cocoa Beach Resolution No. 2009-28 and pursuant to Chapter 163, Part III, Florida Statutes.
- B. Purpose: CRA purpose is incorporated in City of Cocoa Beach Resolution No. 2009-28.
- C. Powers – CRA powers are granted by Florida Statutes Chapter 163, all Interlocal Agreements between the CRA and any taxing authority with interest with the boundaries of the Downtown Cocoa Beach Redevelopment Area, and Article II of the Cocoa Beach CRA Charter.
- D. Agency Members – Resolution No. 2009-28 states that the members of the City Commission, shall act as members of the Board of Commissioners of the Downtown Cocoa Beach CRA. The CRA Board shall be separate, distinct and independent from the City Commission of the City of Cocoa Beach.
- E. Chairman and Vice-Chairman – The Chairman and Vice-Chairman of the CRA Board shall be the same as the City Commission. The Mayor serves as the CRA Chairman and the Vice-Mayor and the CRA's Vice-Chairman.
- F. Quorum – Three members of CRA Board shall constitute a quorum. An affirmative vote of three (3) or more CRA Board members shall be required to adopt any action of the CRA Board.

II. BUDGET

Fiscal Year. The fiscal year of the CRA shall begin on October 1 and end on September 30 of the next year.

Budget. Administration of the budget shall be in accordance with an Interlocal Agreement with the City of Cocoa Beach. An annual budget and work program shall be prepared for review by the CRA Board by June 1 of each fiscal year. The CRA Board shall make recommendations regarding the annual budget to the City Commission. The City Commission shall review and approve the CRA budget on an annual basis. The CRA Board shall not expend any funds other than those authorized by the budget, provided that the Board shall have the power to request City Commission to amend the CRA budget as may be necessary from time to time.

Annual Report. The CRA Board shall file with the City of Cocoa Beach and with the Auditor General of the State of Florida, on or before March 31 of each year, a report of its activities for the preceding fiscal year, which report shall include a complete financial statement setting forth the CRA's assets, liabilities, income and operating expenses as of the end of such fiscal year. At the time of filing this report, the CRA shall comply with applicable Florida law in the publication of a notice to the effect that such report has been filed with the City and that the report is available for inspection during business hours in the office of the Clerk of the ~~City~~TheCity. **The CRA Board shall direct the Director to send the Annual Report to the Brevard County Commission and Brevard County Manager in accordance with the Interlocal Agreement with Brevard County.**

Accounting Practices. The CRA shall comply with applicable Florida law and all regulations of the State Department of Banking and Finance regarding uniform accounting practices and procedures for units of local government.

Annual Audit. The Executive Director of the CRA shall arrange for an independent financial audit of the Fiscal Year budget including the Community Redevelopment Agency Fund each fiscal year and a report of such audit by an independent certified public accountant. The independent financial audit may be included as part of the independent audit prepared for the City of Cocoa Beach, and in accordance with an Interlocal Agreement with the City of Cocoa Beach. The CRA shall provide a copy of such report to each taxing authority contributing to the Community Redevelopment Agency Fund. If the independent financial audit is included as part of the independent audit prepared for the City of Cocoa Beach, the City is entitled to charge and the CRA shall pay for the costs of said

CITY OF COCOA BEACH
COMMUNITY REDEVELOPMENT AGENCY (CRA)
BYLAWS, POLICIES, AND PROCEDURES

CRA audit.

Purchasing Policy. With respect to purchasing goods and services, the CRA shall follow the purchasing policy of the City of Cocoa Beach.

Maintenance and Disbursement of Funds. All funds of the CRA Board shall be used only for purposes permitted by applicable law. Administration of funds shall be in accordance with the Interlocal Agreement.

Supervision of Accounts. The Executive Director of the CRA shall be responsible for the internal supervision and control of the accounts of the CRA Board. The City Manager of the City of Cocoa Beach, or his designee, is authorized to provide oversight and review of the internal supervision and control of the accounts of the CRA Board as described in the Interlocal Agreement.

Other Annual Reporting Requirements. The CRA shall comply with the reporting requirements of Chapter 189, Florida Statutes, (Uniform Special District Accountability Act), and the requirements of §163.356(3)(c), Florida Statutes, as may be amended from time to time.

III. COMMUNITY REDEVELOPMENT AGENCY (CRA) BOARD MEETINGS

- A. Regular Meetings - Regular meetings of the CRA Board are official meetings called to conduct CRA business. Dates and times of regular meetings of the CRA Board are set by its Board, ~~with at least one regular meeting each month, unless there is no new business for the board, normally at City Hall and normally preceding a regular meeting of the City Commission. Currently CRA Board regular meetings are held on the first or third Thursday of the month at 6:00 P.M. or 6:30 pm if the length of the agenda so permits. A and are to be held during the normal City Commission Meetings. All CRA meetings will be advertised and posted notifying the public of CRA Business during the normal City Commission meeting.~~
- B. Special Meetings - The CRA Director or its Board may call special meetings to conduct CRA business when special circumstances arise. Action by the CRA Board at a special meeting is limited to the purpose for which the special meeting was called.
- C. Workshops - Workshops are informal meetings of the CRA Board convened as needed to discuss proposed planning documents and other items of prospective CRA business, and to reach consensus on agenda items for future regular meetings. Public participation is encouraged. Normally workshops are scheduled on a Tuesday prior to the regular Thursday-night meeting, at a time set by the CRA Board.
- D. Formal Votes - Formal votes are taken only at regular and special meetings. No action of the CRA Board is valid or binding unless adopted or approved by the affirmative vote of three or more members of the CRA Board. Each Board Member must vote on all motions unless a Member declares a conflict of interest, in which case certain state law applies.
- E. Broadcasts - Meetings are broadcast on the Internet and cable TV when possible.
- F. Minutes - The City Clerk takes minutes ~~of regular and special meetings, posting the draft minutes online promptly and replacing them with the official minutes when approved by the CRA Board at the next regular meeting. and the CRA meeting minutes will be included within the City Commission minutes. notated by the CRA Board.~~
- G. Cancellation of Meetings - Any CRA Board meeting may be canceled by the CRA Chair, City Manager or the affirmative vote of three Board Members at a regular Board meeting.
- H. Meeting Adjournment - A majority Board vote is required to extend a meeting past 7:00 P.M.

CITY OF COCOA BEACH
COMMUNITY REDEVELOPMENT AGENCY (CRA)
BYLAWS, POLICIES, AND PROCEDURES

- I. Attendance – CRA Board Members are encouraged to attend all CRA Board meetings. Participation via phone or other suitable electronic means is acceptable if the absence is unavoidable. Board Members are to complete “Absence from the City” forms when they expect to be absent from CRA Board meetings. This notification allows for confirmation that a quorum will be present at CRA Board meetings.
- J. Appeals - Pursuant to state law, if a person decides to later appeal any decision made by the CRA Board at a meeting, he or she must have a record of the proceedings and so may need to have a verbatim record of the proceedings, which record includes the testimony and evidence upon which the appeal is to be based. The CRA does not provide verbatim transcription services — this is responsibility of the individual planning to appeal.

IV. AGENDAS

- A. Preparation - The CRA Director prepares the agenda for CRA Board meetings. Individual Board Members may place an item on the agenda by submitting to the CRA Director the prescribed agenda-item request form, doing so prior to the agenda deadline. Members of the public may ask the CRA Director or a Board Member to consider placing an item on the agenda. If unsuccessful, a member of the public may raise the issue during general public comments in a regular meeting of the CRA Board and seek CRA Board support for bringing the item forward in the agenda of a future regular meeting.
- B. Deadline - The deadline for submitting an agenda item for regular meetings is 2 P.M. on the Tuesday of the preceding week.
- C. Exceptions - The CRA Director may delay an agenda item to provide for appropriate staff reviews. The CRA Director or the CRA Attorney may reject requests to place an item on an agenda if the matter is judged prejudicial to the best interest of the CRA or the City; should either do so, they will notify the CRA Board in writing of their action and the reasons for it. Agenda items requested during a public meeting by consensus or majority vote of the CRA Board may not be removed from an agenda without subsequent approval of the CRA Board. The CRA Chair reviews the agenda prior to its public release and may suggest changes to the CRA Director. Items placed on an agenda by a Board Member may not be modified or removed from the agenda except by the submitting Board Member. Except as just stated, the CRA Director may add or delete items from the CRA agenda before the meeting; if the agenda is amended, the CRA Director informs CRA Board as soon as possible.
- D. Distribution - The CRA Director delivers the agenda to the City Clerk by 9 A.M. on the Monday prior to the meeting, at which time the City Clerk makes it available to the general public by posting it on the regular public bulletin board at City Hall and disseminating it by suitable means to all interested parties. The City Clerk makes supplemental documentation on agenda items available to the public in the same way by 9 A.M. of the day of the meeting.
- E. Agenda Changes During a Meeting - When the agenda is presented for approval in a meeting, the CRA Board may by majority vote move agenda items, delete agenda items, amend the Order of Business, and add new agenda items. Documentation associated with a new agenda item is distributed then.
- F. Unbudgeted Funds - Any non-emergency requests to expend unbudgeted funds exceeding fifteen thousand dollars must be published in a CRA agenda available for public review at least 24 hours prior to a CRA Board vote.
- G. Motions During Board Member Reports - With a majority vote to allow it, motions may be made under Board Member reports. An item generated under Board Member reports that is not further considered at that meeting may be placed on the agenda of the following meeting.
- H. Citizen Engagement - Citizens wishing to know more about an agenda item, including an item on the consent agenda, are encouraged to contact a Board Member or the CRA Director before the meeting for an explanation. The citizen may request that the Board Member or CRA Director move an item from the consent agenda if that seems appropriate, which the Board Member or CRA Director may or may not choose to do.

CITY OF COCOA BEACH
COMMUNITY REDEVELOPMENT AGENCY (CRA)
BYLAWS, POLICIES, AND PROCEDURES

- I. Normal Order of Business
 - Meeting called to order
 - Roll call
 - Ceremonial activities
 - Approval of the agenda
 - Special presentations
 - Staff reports and announcements (motions are allowed)
 - CRA Attorney reports and announcements
 - Board Member reports and announcements
 - Consent agenda
 - Items removed from the consent agendas
 - Unfinished business
 - New business
 - General public comment
 - Adjourn
- J. Agenda Item Procedures
 - Board Chair introduces the agenda item
 - CRA Attorney describes item, noting whether or not budgeted and whether or not it is an approved item in the CRA elements of the City Strategic Plan
 - Motion to act on the item (if no second, the chair moves on to the next agenda item)
 - Staff comments
 - Board discussion
 - Chair opens discussion to comments from citizens
 - Chair closes citizen comments
 - Board Member comments
 - Vote
- K. Consent Agenda Items
 - Approval of minutes
 - Approval of budgeted items requiring CRA Board approval
 - Other minor events, which, in the CRA Director's opinion, do not significantly impact the normal service delivery capacity of the CRA
- L. Consent Agenda Procedures
 - The CRA Attorney reads the consent agenda items.
 - On non-standard items, the Chair may briefly interject to explain the item being approved.
 - A single motion serves for approval of all items on the consent agenda.
 - Board Members and staff members may remove items from the consent agenda for discussion, the action taken at the time when the meeting's agenda is being approved.

V. PROCEDURES FOR ADDRESSING THE CRA BOARD

- A. The Public's Right to Heard – Members of the public are to be given a reasonable opportunity to be heard on a proposition before the CRA Board.
- B. Courtesy - Speakers, Board Members included, are to confine comments to the matter at hand, to act with courtesy, and to avoid negative comments of a personal nature targeted at any person or group.
- C. Orderly Conduct and Decorum - The Chair is charged with maintaining orderly conduct and proper decorum at all CRA meetings and may remove a member of the public if that person becomes unruly.
- D. Group Speakers - At meetings in which a large number of individuals wish to be heard, the Chair may require that each faction designate a speaker to represent its views rather than all members of the group speaking. The Chair will give the groups time to organize.

CITY OF COCOA BEACH
COMMUNITY REDEVELOPMENT AGENCY (CRA)
BYLAWS, POLICIES, AND PROCEDURES

- E. Speaker Cards - Each person wishing to address the CRA Board in a regular or special meeting must complete a speaker card and submit it to the City Clerk in time to be recognized by the Chair during the time set aside for citizens comments on the agenda item, this to obtain the spelling of the speaker's name and contact information for follow-up and to provide for the efficient administration of the meeting.
- G. Speaker Comments - When recognized by the Chair, speakers approach the podium, state their name and address, and make their comments pertinent to the subject at hand. Comments are to be directed to the CRA Board through the Chair. Should the Chair or a majority of the CRA Board deem a response is called for, the Chair then recognizes the appropriate person for response.
- H. Limits - When speaking on an agenda item, speakers must confine comments to that item. In any regular meeting, speakers will be allowed to address the CRA Board only once on any agenda item and only once in general public comments. The speaker is not allowed to engage in debate. The time limit for each citizen speaking is three minutes. The Chair may extend the speaking time an additional three minutes. The CRA Board must approve by majority vote any extension of an individual's speaking time beyond six minutes. The City Clerk will time the speaker.
- I. General Public Comments - General public comment are scheduled at the end of regular meetings, the rules above applying.
- J. Workshops - The Chair may relax protocols in work sessions and allow more informality.
- K. Handouts - Handouts, if any, are to be emailed to the City Clerk by 3:00 P.M. of the meeting day or provided at the meeting; with at least ten copies.
- L. Special Presentations – Citizens and Board Members may request time to make a special presentation, using the normal procedure for scheduling an agenda item. Special presentations are limited to 15 minutes; the CRA Board may extend the time by majority vote. CRA Board actions flowing from a special presentation may be scheduled as future agenda items.

VI. PARLIAMENTARY AUTHORITY AND POLICY

- A. Parliamentary Authority - Robert's Rules of Order Newly Revised (11th Edition) govern the conduct of CRA Board meetings. The Chair conducts meetings in an impartial and businesslike manner. But no action of the CRA Board is to be deemed invalid or otherwise unlawful for failure to strictly comply with Robert's Rules of Order. To the extent of any conflict between rules or policies adopted by the CRA Board and Robert's Rules of Order, the CRA Board-adopted rules or policies govern.
- B. Parliamentary Rights of Board Members - Every Board Member has an exclusive right to raise a question of procedure, a point of order, or of privilege to the Chair and have the Chair rule on the procedure or point of order or of privilege. Any member of the CRA Board may appeal a ruling of the Chair to the entire CRA Board, which can override the Chair's ruling with a majority vote.
- C. Changes to Community Redevelopment CRA Board Policies and Procedures – These Policies and Procedures remain in force until changed by the CRA Board. Changes may be made by majority vote of the CRA Board at any regular meeting. The CRA Director will maintain the current copy.

City of Cocoa Beach Community Redevelopment Agency Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /
Devan Taly, CRA Administrator

MEETING DATE

October 24, 2024

REQUESTED MOTION/ACTION

Request to Approve Grant Funding Agreement between the CRA and Cocoa Beach Main Street for \$35,000. Budgeted.

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

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Funds Budgeted.

BACKGROUND:

City staff is requesting approval of a Grant Funding Agreement between the CRA and Cocoa Beach Main Street. This grant funding is to assist Cocoa Beach Main Street with community engagement activities that serve the vision, mission, and philosophies of the Downtown Cocoa Beach Community Redevelopment Plan that was adopted in 2012.

The funding request amount is \$35,000. These funds are budgeted in the FY2025 budget.

**CITY OF COCOA BEACH
COMMUNITY REDEVELOPMENT AGENCY
2024-2025 Grant Funding Agreement**

THIS GRANT FUNDING AGREEMENT is made by and between the City of Cocoa Beach Community Redevelopment Agency, 1600 Minutemen Cswy, Cocoa Beach, Florida 32931, hereinafter referred to as the "CRA", and Cocoa Beach Main Street, Inc. a non-profit, tax exempt, 501(c)(3) Florida Corporation, hereinafter referred to as CBMS.

WITNESSETH

WHEREAS, the funding of a Main Street Program is included in the Downtown CRA Redevelopment Plan; and

WHEREAS, the CRA Board finds that this expenditure furthers the purpose of the Community Redevelopment Act and is necessary to carry out the redevelopment program; and

WHEREAS, the CRA and Cocoa Beach Main Street have established mutual goals for the redevelopment of Downtown Cocoa Beach; and

WHEREAS, the CRA and Cocoa Beach Main Street wish to work in harmony in addressing redevelopment plan goals of marketing, promotion of events in Downtown Cocoa Beach; and

WHEREAS, the CRA desires to extend support for Cocoa Beach Main Street in a contractual relationship consistent with the Community Redevelopment Act, as permitted under F.S. 163.370 and F.S. 163.387 to carry out the community redevelopment community engagement goals of the CRA for fiscal year ending September 30, 2025.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. GRANT PROVIDED

- a. The purpose of this grant is for the CRA to implement a Cocoa Beach Main Street Program project as described in Section 2 of this Agreement. The grant funding agreement funds shall be in the amount of \$35,000 (the "funds") has been approved by the CRA to be used in the manner and for the purposes described herein. The grant shall be utilized during the period October 1st, 2024, to September 30th, 2025. The funds shall be disbursed to Cocoa Beach Main Street, at the CRA's discretion, on a lump-sum basis or payable with periodic payments within the program year as determined by CRA staff. The funding will be utilized for the following: Cocoa Beach Main Street Program support that is consistent with the Downtown CRA Redevelopment Plan and the Community Redevelopment Act.
- b. Warranty of Grantee: Cocoa Beach Main Street agrees and warrants to the CRA that the funds shall only be spent for purposes consistent with the CRA, and the Florida Redevelopment Act, Part III, Chapter 163, Florida Statutes.

SECTION 2. OBLIGATIONS OF THE PARTIES

- a) Cocoa Beach Main Street agrees to perform the following services assisting in the physical community engagement efforts of the Downtown Cocoa Beach area consistent with F.S. 163.345, 163.358, 163.370, 163.387, of the Community Redevelopment Act and the objectives outlined within the Downtown CRA Community Redevelopment Plan.

- b) Cocoa Beach Main Street will work with the CRA to promote activities of community engagement within Downtown Cocoa Beach.
- c) Cocoa Beach Main Street shall provide a quarterly program synopsis and financial report to the CRA Board. The final quarterly report shall be submitted in October at the conclusion of the contract and will include the financials for the entire period of the agreement.
- d) In the sole opinion of the CRA, if Cocoa Beach Main Street failed to perform its functions as set forth by this agreement, the CRA will terminate the grant funding provided herein. The CRA Board will also recommend on an annual basis whether to continue funding under an annual agreement or to deny continuation of funding.

SECTION 3. GRANTEE IS AN INDEPENDENT CONTRACTOR

- a) It is specifically understood and agreed to by and between both parties hereto that in utilizing the funds hereunder, performing this agreement, the grant arrangement and relationship between the CRA and Cocoa Beach Main Street is one which Cocoa Beach Main Street is an independent contractor of the CRA and not as an agent, employee, joint venture, or other partner of the CRA. Nothing in this agreement shall be interpreted or construed to constitute the Cocoa Beach Main Street or any of its agents, volunteers, or employees to be the agent, employee, partner or representative of the CRA. Cocoa Beach Main Street shall save and hold the CRA harmless from all suits, claims, or causes of action arising from the conduct of Cocoa Beach Main Street in carrying out the terms of this Grant Funding Agreement, whether the suit, claim, or cause of actions sounds in tort, contract, federal, state, or local law violations or any other action brought against the City for conduct of Cocoa Beach Main Street. Cocoa Beach Main Street shall indemnify the CRA for any losses that the CRA sustains as a result of Cocoa Beach Main Street conduct in performing this Agreement.

SECTION 4. ERRORS IN DISBURSEMENT

GRANTEE expressly understands and agrees that it will immediately reimburse the CRA for any amounts disbursed in error or are in excess of the grant amount permitted by the program.

SECTION 5. MODIFICATION

The covenants, terms, and provisions of this Agreement may be modified by way of the written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms and/or provisions of this agreement and any written Amendments(s) hereto, the provisions of the latest executed instrument shall take precedence. The Grant Funding Agreement may be terminated without cause upon sixty (60) days written notice to the other party and with cause upon thirty (30) days written notice. This Grant Funding Agreement may be renewed annually at the discretion of the CRA Board and following upon the advice and recommendation of the CRA Administrator.

SECTION 6. HEADINGS

All heading of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provision contained in such sections, exhibits, and attachments.

SECTION 7. JOINT AUTHORSHIP

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 8. ANTI-DISCRIMINATION

No discrimination based on race, religion, sex, age, or national origin will be permitted or authorized by CRA and/or the City of Cocoa Beach in connection with any aspect of the Program, the

Project, or this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the _____ day of _____, 2024.

CITY OF COCOA BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

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

WITNESSETH:

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

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

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

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

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum; and

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

WHEREAS, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute;

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 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

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

**CITY HALL - FIRST FLOOR
2 S. ORLANDO AVE.
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 or agreement to defend or hold harmless 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 year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

6. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Florida Statutes, Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Florida Statutes.

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

be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

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

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties’ actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Brevard County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement; and ii) agrees that no actions, suits or proceedings arising out of or relating to this Agreement shall be brought in, or removed to, any Federal Court.

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

11. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the City if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

12. Data Management; Notice of Breach. Contractor shall cooperate with the City and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the City must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

13. Environmental and Social Government and Corporate Activism. The City has not given preference or requested documentation from the Contractor based on Contractor’s social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor’s social, political or ideological interests.

14. Taxes. The City shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the City is exempt from same by Florida law, including but not limited to any sales or use tax.

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

“Coercion” means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person

without lawful authority and against her or his will;

3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;

4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

5. Causing or threatening to cause financial harm to any person;

6. Enticing or luring any person by fraud or deceit; or

7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

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

A. None.

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

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

Contractor:

Print Name: _____

Title: _____

Company: _____

ATTEST:

City of Cocoa Beach, Florida

Karin Grooms, City Clerk

Keith Capizzi, Mayor

APPROVED AS TO FORM

City Attorney