Meeting Agenda
Thursday, March 19, 2026

7:00 PM

REGULAR MEETING

Cocoa Beach City Hall
2 S Orlando Avenue
Cocoa Beach, FL 32931

WELCOME

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

Packets: Packets are on the City's website (www.cityofcocoabeach.com)

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

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 entrance 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 a 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 Mark Wodka, Reverend, Canaveral Port Ministry

   3. Roll Call

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

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

D. STAFF REPORTS AND ANNOUNCEMENTS

E. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

F. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

G. COMMUNITY REDEVELOPMENT AGENCY (CRA)
   City Commission will temporarily recess, and then convene as the Cocoa Beach Downtown Community Redevelopment Agency for the following item(s):

1. Discuss adding Brick Pavers on Brevard Avenue
   Staff Representative: Wes Mullins, City Manager

Commission will reconvene for the remaining items.

H. CONSENT AGENDA

1. Approve the March 5, 2026, Commission Meeting Minutes
   Staff Representative: City Clerk Department

2. **ITEM PULLED 3/17/2026** ~~Approve Amendment 1 for contract CB23-003 Continuing Engineering Services with Kimley-Horn amending the Hourly Labor Rate Schedule to last through September 30, 2028 and Contract Administration.~~
   ~~Staff Representative: Taylor Mottolo, Project Manager~~
   ~~Recommendation: Approve~~

3. Approve Contract Extension Agreements to award bidders under CB23-001 Continuing Services for Minor Construction Projects for a period of 1 year to expire March 31, 2027.
   Staff Representative: Taylor Mottolo, Project Manager
   Recommendation: Approve

4. Approve the Amendment to the Development Agreement between the City of Cocoa Beach and EKS Sooner One, LLC
   Staff Representative: David Dickey, Development Services Director
   Recommendation: Approve

5. Approval of Proclamation – Tuskegee Airmen Commemoration Day (March 28, 2026)

I. ITEMS REMOVED FROM THE CONSENT AGENDA

J. UNFINISHED BUSINESS

1. Adopt Ordinance 1709 on second reading — an ordinance of the city of Cocoa Beach, Florida, relating to municipal impact fees; creating Chapter VIII, "Impact Fees", of the City of Cocoa Beach Code of Ordinances; adopting the City of Cocoa Beach 2026 Municipal Impact Fee Study, dated January 26, 2026; providing legislative findings related to police impact fees; providing for the imposition, collection, and use of police impact fees; providing definitions and legislative findings related to fire impact fees; providing for the imposition, collection, and use of fire impact fees; providing definitions and legislative intent related to general government impact fees; providing for the imposition, collection, and use of general government impact fees; providing for conflicts, codification, severability, and an effective date.
   Staff Representative: David Dickey, Development Services
   Recommendation: Adopt on Second Reading

K. NEW BUSINESS

1. Approve the following Dispatching Service Interlocal Agreements:

    - Brevard County Sheriff's Office
    - Tri-Agreement with Brevard County Commissioners/Brevard County Sheriff / Brevard County Fire Rescue
    - Tyler Technology Agreement — Added **3/18/26**

    Staff Representative: Kris Kuehn, Police Chief, Justin Grimes, Fire Chief
    Recommendation: Approve

2. Thunder on Cocoa Beach – Request for In-Kind Sponsorship not to exceed $5,000. — This is not a budgeted item.
    Requestor: Jenny Pruett, Freedom Fighter

3. Discuss and provide scope for 520 Landscape Beautification Project.
    Staff Representative: Taylor Mottolo, Project Manager, Brad Kalsow, Water Reclamation Director
    Recommendation: Discuss

4. Adopt Ordinance 1712 on first reading, An Ordinance of the City of Cocoa Beach, Florida, changing the start time for regular meetings of the City Commission to 6:00: providing for conflicts, severability, non-codification, and an effective date.
    Commission Representative: Jeremy Hutcherson, Commissioner
    Recommendation: Adopt on First Reading

5. Adopt Ordinance 1713 on first reading, An Ordinance of the City of Cocoa Beach, Florida, adopting the latest version of the International Property Maintenance Code as amended herein; providing for the repeal of the prior inconsistent ordinance and resolutions; incorporation into the code; severability and an effective date.
    Staff Representative: Brian Palmer, Deputy Development Services Director
    Recommendation: Adopt on First Reading

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

M. ADJOURNMENT

CITY OF COCOA BEACH
CITY COMMISSION
MINUTES
March 5, 2026

A. MEETING CALLED TO ORDER

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

1. Pledge of Allegiance

2. Invocation by Troy Stanley, Pastor, First Christian Church of Cocoa Beach

3. Roll Call

Commission Members Present:
Mayor Keith Capizzi
Vice-Mayor Skip Williams
Commissioner Joshua Jackson
Commissioner Tim Tumulty
Commissioner Jeremy Hutcherson

Administrative Members Present:
City Attorney Becky Vose
City Manager Wes Mullins
City Clerk Karin Grooms
Development Services David Dickey
Development Deputy Services Director Brian Palmer
Finance Director Hana Juman
Finance Deputy Director Devan Taly
Fire Chief Justin Grimes
Human Resources Cindy DePina
Information Technology, Michael Lesdema
Police Chief Kris Kuehn
Police, Major Manny Hernandez
Stormwater Manager, Morgan Zuhlke
Water Rec/ Public Works Director Brad Kalsow

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

MOTION BY HUTCHERSON/TUMULTY
I MOVE TO APPROVE
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.
HUTCHERSON/TUMULTY/JACKSON,

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

Mr. Cole Oliver spoke regarding his property located in the SR 520 area. He discussed his proposed project and the delays that have occurred. Mr. Oliver stated that he became aware of the impact fees after the ordinance was adopted on first reading. He noted that the fees could potentially prevent the project from moving forward, stating that the developer had contacted him and indicated they may back out of the project.

Mr. Oliver also referenced timelines related to City projects and mentioned legislation currently being considered in the Florida House and Senate regarding impact fees. He expressed concern that the impact fees would be burdensome to the project.

D. STAFF REPORTS AND ANNOUNCEMENTS

City Manager Wes Mullins provided the Commission with the following report:

- Bicentennial Park is currently open for boat ramp access only. The restrooms are not open at this time.
- Waste Management has been placed on notice that the current contract will be put out for bid.
- An update was provided on the current dune projects.
- Ocean Beach Boulevard dune work is currently awaiting a response from the National Park Service.
- Mr. Mullins also noted the passing of James Doyle, the City’s first City Manager.

Mayor Capizzi inquired about a shower at Bicentennial Park. Mr. Brad Kalsow, Water Reclamation/Public Works Director, stated that the previous City Manager had directed staff to remove the shower from the plans. Mayor Capizzi indicated that the Commission had previously expressed interest in including a shower and noted that records would need to be reviewed.

Commissioner Tumulty commented that installing a shower would likely be a quick fix.

Vice-Mayor Williams raised potential concerns regarding the installation of a shower, including the need for a shut-off valve, the possibility of water running continuously, and

drainage considerations. Other parks with outdoor showers were mentioned during the discussion.

Staff noted that they would look into the possibility of adding a shower.

E. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

No reports at this time.

F. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

Commissioner Hutcherson referenced the Town Hall held earlier in the week, noting the level of engagement and commenting that it was encouraging to see community participation.

Vice Mayor Williams commented on a public speaker's remarks regarding impact fees. He stated that he had requested staff review current development agreements and project plans moving forward. He noted there were only three projects: The Surf, which has been completed; the Pier, which never executed a development agreement; and the 520 project. He referenced a request he made during the previous meeting by phone, explaining that the property in question was solely an apartment building. He requested that the property be considered for exemption without naming specific organizations and instead be tied to a development agreement. He stated this was his current view and how he plans to vote at the next meeting.

Commissioner Tumulty stated that upon further review he may consider the issue and discuss it further. He also noted that 12 Cocoa Beach High School wrestlers were competing at the state championship as the meeting was beginning. He congratulated the school's athletic teams for their achievements throughout the school year.

Mayor Capizzi provided the Commission with an example on screen how impact fees could affect a property. He thanked Development Services Director David Dickey for exploring ways to balance the budget while continuing to move projects forward.

The Mayor referenced the discussion from the previous meeting regarding the proposed half-percent increase and shared his concerns after reviewing the numbers. He noted that when combining both county and city fees, the total could reach approximately 4.28%, which he stated was higher than previously discussed.

Mayor Capizzi expressed concern that the additional costs, along with current interest rates and construction expenses, could discourage development or delay projects. He stated that such delays could impact the City's revenue base, particularly if projects do not move forward as planned.

He also noted that while impact fees would generate funds for the City, the City could potentially recoup lost revenue through property taxes within a couple of years once development is completed. He encouraged the Commission to consider whether the

added costs could unintentionally push projects out or delay them and suggested giving the matter further thought over the coming weeks before making a decision.

Vice-Mayor Williams inquired of Ms. Vose, City Attorney, whether it would be possible to exempt a project without specifically calling it out by name. He noted that the intent would be to apply the exemption to currently active projects and stated that the pier would not qualify, as it is the only project remaining from the original three that were started.

Ms. Vose stated that language could be added to provide an exemption and noted that she would work with staff to determine the appropriate language.

Mayor Capizzi expressed concerns regarding the impact on all properties.

Vice-Mayor Williams stated his position and noted that he would not support the ordinance unless exemption language was included.

Discussion ensued regarding the County fees and how those fees were distributed.

Commissioner Tumulty referenced mutual aid agreements and the lack of funding to cover those areas, noting the conversation was for a matter at a future agenda item.

Commissioner Hutcherson sought clarification on what the Mayor and Vice-Mayor were requesting, specifically whether they were asking for the fees to be eliminated in perpetuity or for a one-time exemption.

The Vice-Mayor confirmed the request, and the Mayor stated that he would prefer eliminating the fees and returning to the previous process.

Commissioner Jackson spoke about impact fees in general terms, noting that his comments were not directed toward the property in question.

Mayor Capizzi discussed projects being delayed, and the Commission continued discussing the fees and the overall development process for properties. Mayor Capizzi reiterated concerns about fairness for all properties.

Commissioner Jackson also noted the impact on residents.

G. COMMUNITY REDEVELOPMENT AGENCY (CRA)
City Commission will temporarily recess, and then convene as the Cocoa Beach Downtown Community Redevelopment Agency for the following item(s):

The mayor recessed the City Commission meeting and convened as the Community Redevelopment Agency board.

1. Approve 2025 Downtown Cocoa Beach Community Redevelopment Agency Report

Staff Representative: Devan Taly, Deputy Finance Director/CRA
Recommendation: Approve

Commission will reconvene for the remaining items.

MOTION BY WILLIAMS/JACKSON
I MOVE TO APPROVE
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Mayor Capizzi raised a discussion during the CRA meeting regarding Brevard Avenue. He inquired whether CRA funds could be used to install pavers in the area between the roadway and the sidewalk, replacing the section of grass that is largely dirt. He also suggested that City staff could potentially complete the work.

Vice Mayor Williams stated he would be open to considering a proposal with an estimated cost and requested that the item be brought back to the Commission for review.

Mayor Capizzi reconvened the city commission meeting.

H. CONSENT AGENDA

MOTION BY HUTCHERSON/JACKSON
I MOVE TO APPROVE
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

1. Approve the February 19, 2026, City Commission Meeting Minutes
   Staff Representative: City Clerk Department
   Recommendation: Approve

2. Approve the renewal of two Interlocal Agreements with Brevard County Ocean Rescue for the provision of lifeguard services for 2026. This is a budgeted item.
   Staff Representative: Justin Grimes, Fire Chief
   Recommendation: Approve

3. Ratify the following Memorandum of Agreement for the wage re-opener, for the period of October 1, 2025, to September 30, 2026, between the City of Cocoa Beach and Local 3570, The International Association of Fire Fighters (IAFF).
   Staff Representative: Cindy DePina, Director of Human Resources
   Recommendation: Approve

4. Board Appointment:
   Appoint Dean Paterson to serve on the Police Pension Board with a term to be completed April 2028.

Staff Representative: Police Pension Board
Recommendation: Approve

5. Approve 2025 Downtown Cocoa Beach Community Redevelopment Agency Report Adopted in the CRA. - Added 3/5/26
   Staff Representative: Devan Taly, Deputy Finance Director/CRA
   Recommendation: Approve

I. ITEMS REMOVED FROM THE CONSENT AGENDA

J. UNFINISHED BUSINESS

1. Adopt Ordinance 1711 on second reading - an ordinance of the City of Cocoa Beach, Florida, Regulating temporary signs; amending Section 5-04. Prohibited Signs - to revise sign types allowed to be displayed in public rights-of-way; providing findings; providing for conflicts; codification; and an effective date.
   Staff Representative: David Dickey, Development Services
   Recommendation: Adopt on Final Reading

MOTION BY WILLIAMS/HUTCHERSON
I MOVE TO ADOPT ORDINANCE 1711 ON SECOND READING
ROLL CALL VOTE 5-0 AYE

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

L. ADJOURNMENT

The meeting was adjourned at 7:27PM.

_____
Karin Grooms,
City Clerk, MPA, CMC

_____
Keith Capizzi,
Mayor, Commissioner

City of Cocoa Beach City Commission
Agenda Item Summary

DEPARTMENT MAKING REQUEST/NAME: Public Works / Taylor Mottolo, Project Manager

MEETING DATE March 19, 2026

REQUESTED MOTION/ACTION

ITEM PULLED 3/17/2026 ~~Approve Amendment 1 for contract CB23-003 Continuing Engineering Services with Kimley-Horn amending the Hourly Labor Rate Schedule to last through September 30, 2028 and Contract Administration.~~
~~Staff Representative: Taylor Mottolo, Project Manager~~
~~Recommendation: Approve~~

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Future Task Orders assigned to Kimley-Horn and approved by City Commission will reflect new rates.

BACKGROUND:

Kimley-Horn entered into contract with the City of Cocoa Beach for Continuing Engineering Services in October 2023. Their hourly labor rates were locked into contract through fiscal year 2025 and they have requested new hourly rates be adjusted through September 30, 2028. Their contract officially expires September 30, 2028 with the option to renew for two additional one year periods by mutual agreement with the City

Exhibit B (page 16) of the original contract states the Hourly Labor Rate Schedule expires at the end of fiscal year 2025. Page 17 of the contract states "If there are Contractor fee schedule changes during the term of this contract, Contractor shall notify the City and an addendum will be added to the contract if the fee schedule changes are acceptable to the City."

The new proposed rates will take effect on any new task orders.

Table below shows the increase in hourly rates:

Kimley-Horn Amendment 1

Line Item	2023-25	2026-2028	Cost Difference	Percent Increase
Chief Engineer	$ 350.00	$ 385.00	$ 35.00	10.00%
Senior Engineer	$ 310.00	$ 340.00	$ 30.00	9.68%
Project Manager	$ 260.00	$ 285.00	$ 25.00	9.62%
Project Engineer	$ 240.00	$ 265.00	$ 25.00	10.42%
Analyst II	$ 185.00	$ 205.00	$ 20.00	10.81%
Analyst I	$ 165.00	$ 180.00	$ 15.00	9.09%

Senior Planner/Environmentalist	$ 310.00	$ 340.00	$ 30.00	9.68%
Project Planner/Environmentalist	$ 240.00	$ 265.00	$ 25.00	10.42%
Senior CAD Designer	$ 255.00	$ 280.00	$ 25.00	9.80%
CAD Designer	$ 240.00	$ 265.00	$ 25.00	10.42%
CAD Technician	$ 130.00	$ 145.00	$ 15.00	11.54%
Administrative	$ 130.00	$ 145.00	$ 15.00	11.54%
Clerical	$ 110.00	$ 120.00	$ 10.00	9.09%
		Average:	$ 22.69	10.16%

CONTRACT ADDENDUM NO. 1

THIS CONTRACT ADDENDUM ("Addendum") is made and entered into this ___ day of _____, 2026, by and between the CITY OF COCOA BEACH, a Florida municipal corporation (the "City"), and KIMLEY-HORN AND ASSOCIATES, INC. (the "Contractor"), collectively referred to as the "Parties."

WHEREAS, the City and Contractor entered into that certain agreement entitled "Continuing Engineering Services," executed on or about December 2023 (the "Agreement"); and

WHEREAS, the Agreement includes Exhibit B, which contains the Contractor's Hourly Labor Rate Schedule; and

WHEREAS, the Agreement provides that if there are Contractor fee schedule changes during the term of the Agreement, Contractor shall notify the City and an addendum will be added to the Agreement if the fee schedule changes are acceptable to the City; and

WHEREAS, Contractor has provided the City with an updated Hourly Labor Rate Schedule, and the City desires to accept and incorporate the updated rates into the Agreement; and

WHEREAS, the City also desires to update certain City personnel identified in the Agreement for contract administration and notice purposes;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Incorporation of Recitals.
   The foregoing recitals are true and correct and are incorporated herein by reference.

2. Amendment – Exhibit B (Hourly Labor Rate Schedule).
   Exhibit B to the Agreement is hereby deleted in its entirety and replaced with the updated Exhibit B attached hereto and incorporated herein by reference.

The updated Exhibit B shall be effective January 1, 2026 ("Effective Date").

3. Amendment – Article 2 (Contract Administration).
   Article 2 of the Agreement is hereby amended to remove the existing City personnel identified therein and to substitute the following:

"Administration of this Contract shall be under the general direction of Taylor Mottolo, City Project Manager, or his/her designee, who shall act as the City's Contract Administrator. The Contractor's _____ shall also serve as the day-to-day contact person."

4. Amendment – Article 25 (Notice).
   Article 25 of the Agreement is hereby amended to remove the existing City notice recipients and replace them with the following:

Original: Taylor Mottolo
Title: Project Manager
City of Cocoa Beach

P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Copy: Wes Mullins
Title: City Manager
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Notices to Contractor shall remain as stated in the Agreement unless otherwise amended in writing.

5. Remaining Terms.
   Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

6. Conflict.
   In the event of a conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date first written above.

CITY OF COCOA BEACH

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

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
City Attorney

CONTRACTOR: KIMLEY-HORN AND ASSOCIATES, INC.

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

Kimley-Horn and Associates, Inc.

City of Cocoa Beach
RFQ 23-003 Continuing Engineering Services

Hourly Labor Rate Schedule

Classification	Rate
Chief Engineer	$385.00
Senior Engineer	$340.00
Project Manager	$285.00
Project Engineer	$265.00
Analyst II	$205.00
Analyst I	$180.00
Senior Planner/Environmentalist	$340.00
Project Planner/Environmentalist	$265.00
Senior CAD Designer	$280.00
CAD Designer	$265.00
CAD Technician	$145.00
Administrative	$145.00
Clerical	$120.00

Effective through September 30, 2028

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Subconsultants will be charged at 15% mark-up, or per the Contract

CITY OF COCOA BEACH
CONTINUING ENGINEERING SERVICES (RFQ23-003)

This Contract is made upon the signing of the parties by and between the City of Cocoa Beach, Florida, (hereinafter referred to as the "City"), and Kimley-Horn and Associates Inc., authorized to do business in the State of Florida, (hereinafter referred to as the "Contractor"). In consideration of the mutual promises contained herein, the City and the Contractor agree that the Contractor will provide Continuing Engineering Services for the City of Cocoa Beach as more specifically set forth in Exhibit A, Scope of Work, of this Contract, attached hereto and by reference, made part hereof.

ARTICLE 1-TERM OF CONTRACT

The Contractor shall begin work under this Contract on October 1, 2023 and this Contract shall continue through September 30, 2028 unless either party chooses to exercise its rights under Article 26, Termination. This Contract is renewable for up to two (2) additional one (1) year periods if extended by the mutual agreement of both parties no less than ninety (90) days prior to contract expiration. The maximum term of this contract shall be seven (7) years.

ARTICLE 2 - CONTRACT ADMINISTRATION

Administration of this Contract shall be under the general direction of Robin R. Hayes, City Manager or designee who shall act as the City's representative during the performance of this Contract. The Contract Administrator for the Contractor is Kinan Husainy PE who will also serve as the day-to-day contact person. Each party to this Contract agrees to provide written notification within fifteen (15) days, should the representative of either party change during the term of the Contract.

ARTICLE 3 - SCOPE OF WORK

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

ARTICLE 4 - PAYMENTS TO CONTRACTOR

The City shall pay to the Contractor fees based upon the particular Task Order assigned as more specifically set forth in Exhibits "A", "B" and "C" hereto.

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

Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. If the City fails to make any payment due under this or any other agreement within 30 days after Contractor's transmittal of its invoice, Contractor may, after giving notice to the City, suspend services and withhold deliverables until all amounts due are paid. KFH

The City may at its option, require the Contractor to accept credit card payments.

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

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

ARTICLE 6 - AVAILABILITY OF FUNDS

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

ARTICLE 7 – INSURANCE, PERMITS & LICENSES

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

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

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

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

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

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

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

ARTICLE 8 - INDEMNIFICATION

For other additional consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor hereby contracts and agrees to indemnify and ~~save~~ hold harmless ~~and defend~~ the City, its ~~agents,~~ servants and employees from and against any and all claims, liability, losses, and/or cause of action ~~which may arise from any~~, to the extent caused by the negligent act or omission of the Contractor, its agents, servants, representatives, or employees in the performance of this Contract. KFH

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

ARTICLE 9 - SAFETY

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

ARTICLE 10 - NONDISCRIMINATION

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

ARTICLE 11 - DRUG FREE WORKPLACE

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

ARTICLE 12 - PUBLIC ENTITY CRIME INFORMATION STATEMENT

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

ARTICLE 13 - EXCUSABLE DELAYS

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

ARTICLE 14 - ARREARS

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

ARTICLE 15 - WARRANTY

The Contractor warrants that all services shall be performed ~~by skilled and competent personnel to the highest professional standards in the field. [Additional Warranty Info. referenced here if applicable]~~ with that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided ("Standard of Care")

KFH

ARTICLE 16- ASSIGNMENT

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

Any modifications made by the City to any of the Contractor's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Contractor will be at the City's sole risk and without liability to the Contractor.

KFH

ARTICLE 18- INDEPENDENT CONTRACTOR

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

ARTICLE 19 - SUBCONTRACTORS

No part of this Contract shall be sublet without the prior express written approval of the City. If the Contractor shall sublet any portion of this Contract, the Contractor shall be as fully responsible to the City for negligent acts and omissions of a subcontractor, and of persons either directly or indirectly employed by the subcontractor, as the Contractor is for its own negligent acts and omissions and the negligent acts and omissions of persons employed directly or indirectly by the Contractor. The subcontractor is subject to the same contractual provisions as is the Contractor under this Contract, including but not limited to insurance requirements, records maintenance and audit requirements.

KFH

ARTICLE 20 - SEVERABILITY

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

ARTICLE 21 - CONTINGENT FEES

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

ARTICLE 22 - ACCESS AND AUDITS

Intentionally left blank.

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 24 - AMENDMENTS AND MODIFICATIONS

Any cardinal change in the terms and conditions set forth in this Contract must be mutually agreed to by both the City and the Contractor and may be implemented only after this agreement has been amended in writing.

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

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

ARTICLE 25 - NOTICE

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

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

Copy: Ms. Robin R. Hayes
City Manager
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, FL 32932-2430

Notices sent to the Contractor shall be mailed to:

Original: Kimley-Horn and Associates, Inc.
Kinan Husainy PE
7341 Office Park Place, Suite 102
Melbourne, FL 33940

ARTICLE 26 - TERMINATION

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

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work and other material related to the terminated work to the City, or approved designee.

D. Continue and complete all parts of the work that have not been terminated.

E. The Contractor shall be paid for services actually rendered to the date of the termination.

ARTICLE 27 - EXCLUSIVITY

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

ARTICLE 28 - REMEDIES

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

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

ARTICLE 29 - ENFORCEMENT COSTS

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

ARTICLE 30 - UNAUTHORIZED ALIEN WORKERS:

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

THIS PORTION INTENTIONALLY LEFT BLANK

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

CITY OF COCOA BEACH

Attest:

By: (for)

Loredana Kalaghchy, City Clerk
City of Cocoa Beach

12/14/23
Date:

Signature:

By:

Robin R. Hayes, City Manager
City of Cocoa Beach

12/13/23
Date:

Witness:

By:

Signature

Zachary Anderson
Print Name

12/11/2023
Date:

Contractor Signature:

By:

Signature

KINAN HUSAINY
Print Name

12/11/2023
Date:

EXHIBIT A
SCOPE OF SERVICES

GENERAL SCOPE OF SERVICES:
CONSULTANT shall provide to CITY professional engineering services in all phases of the work to which this General Engineering Services Agreement applies. The exact nature and magnitude of the required professional services cannot be defined precisely at the time of entering into this Agreement. The services to be performed by CONSULTANT will be set forth in the scope of services described in Work Orders to be issued by CITY from time to time. This shall include, at a minimum, the following services:

- Program Management Services
- Special Services such as Feasibility Studies and Planning
- Storm water Management Design
- Paving and Drainage Improvements
- Roadway and Enhancement Project Design including FDOT or County related projects
- Traffic Engineering
- Construction Design, Contract Administration, Engineering and Inspection
- Public Works Permitting and Inspections
- Electrical/Electronic system upgrades
- Property, Boundary, Easements, R/W, Topographic, and Utility surveys
- Site Plan Review
- Wastewater Collection and Treatment Design Services
- Plans Review and Inspection Services as may be needed by the Building Division.
- Other miscellaneous professional services that the City may desire

SERVICES
The scope of this Contract includes, but is not limited to:

Program Management Services

- Assist with program and project prioritization including benefit/cost analysis, preparation of business cases and related financial analysis such as utility rate assessments.
- Provide support of scope management, cost management (including earned value management), schedule management, risk analysis, communications management, stakeholder management, and other related duties.
- Perform quality control, including constructability reviews, for design document submittals, including work performed by other Consultants.
- Assist in proposed scope changes, additional budget requests, consultant additional fee requests, etc.
- Assist in the management of the existing Purchasing Contracts including analysis and reporting of proper contract usage.
- Assist in the creation of Scope documents, special Contract Provisions, Project Concept Reports, Request for Proposal (RFP) documents and other related documents for new Professional Services Contracts.
- Assist in the creation of documents required for Purchasing Construction Projects.
- Assist in the tracking of work orders and contract expirations and required financial related amendments.

- Prepare project schedules, costs estimates and value engineering analysis and/or review this information that is provided to the CITY by others as needed.
- Present/ provide public meeting support.
- Preparing official minutes for project related meetings for the City of Cocoa Beach's approval and dissemination.
- Assist with conducting man-hour costs and project schedule negotiations with Consultants.
- Provide Value Engineering services as requested.
- Provide Structural Engineering review services and expertise as needed.
- Research Engineering related topics as needed and provide related technical summaries of requested information.
- Provide expertise in a variety of other Engineering topics as requested.
- Provide Utility Coordination and support, including pre-construction coordination, related to all Capital Projects.
- Serve as a liaison for FDOT or Brevard County projects within the City of Cocoa Beach as needed.
- Provide temporary in-house program management staff, if requested, on a part-time or full-time basis.

Planning Support

- Prepare various concept and feasibility studies for Capital Projects as needed.
- Prepare various facility plan and evaluation studies for Capital Projects as needed.
- Analyze alternative design concepts and prepare technical reports as needed.
- Perform transportation planning and traffic operations studies for various projects as needed.
- Prepare Complete Street or Context Sensitive Design studies as needed.
- Provide review of Project Development and Engineering (PD&E) studies being performed within the city.

Planning Review

- Receive project plans and submissions from City staff via e-mail and/or through the Open.Gov Access Portal.
- Review and comment on submitted project plans.
- Communicate and hold conferences/consultations with property owners and applicants, both independently and with staff, via phone call, e-mail correspondence, and virtual or in-person meetings, to provide comments, revisions, recommendations, conditions of approval, and alternative design illustrations for project proposals.
- Update project applications submitted through the City's Open.Gov Portal on a regular basis and provide updates to Planning Division staff and the Director,
- as needed. • Create and maintain a system for tracking the review status for project applications and provide Planning Division staff and the Director with access to the tracking system.
- Review of the City's advanced planning projects, including the Downtown Development CRA projects, as needed.
- The consultant will serve as the Principle Planner and provide administration and staffing for the City's Planning Board, Board of Adjustment, and City Commission.
- Prepare the agenda and any required notices for each regular meeting of the Boards.
- Prepare staff reports, variances briefings and special exception items to be reviewed by the Boards in advance of the meetings based on submission deadline requirements. Staff reports, variances, briefings, and special exception items shall exhibit excellent writing quality and when applicable, incorporate the use of high-quality graphics, as needed. Staff reports, variances

briefings and special exception items shall communicate information clearly and in a manner that is engaging and accessible to the general public.

- Prepare and deliver clear and compelling presentations on Board agenda items to staff, Board members/commissioners, elected officials, and members of the general public.
- Study and review the agenda items being reviewed at Board meetings.
- Attend each regular meeting of the Board's in-person at Cocoa Beach Country Club if a project is to be presented and serve as the designated staff representative and liaison between City staff and Board Members, as needed.
- Notify and provide updates to project applicants and property owners on the status of projects requiring review by the Board; and
- Provide focused orientation and educational sessions to Board members on the elements and principles of good site plan review, Comprehensive Plan, and Land Development Code requirement; the role of the Board; and the Board process.

Design Support

- As requested, furnish expertise, labor and resources in preparing complete code compliant sets of construction contract documents, plans, specifications and special provisions as needed for Capital Projects. These projects include, but are not limited to, roadway, sidewalk, storm water and/or water quality, buildings, landscaping/irrigation, marine docking facilities, dredging and boat ramp projects, wastewater treatment plant projects, sewer collection systems, and reuse distribution projects.
- Provide Survey and Mapping services as needed to complete the required design services.
- Provide any post design services and/or plan update services as needed to include record drawings and as-built drawings.
- Attend meetings as necessary and provide any related Public Information support.
- Prepare Maintenance of Traffic (MOT) plans as needed and/or provide the review of MOT plans prepared by others.
- Prepare Landscape Design plans as needed and/or review Landscape Plans prepared by others (requires licensed landscape architect).
- Provide Geotechnical Engineering support as needed.
- Provide other services as needed related to the Design elements of related Capital Projects.

Construction Engineering and Inspection Services

- Conducting and/or attending preconstruction meetings.
- Review and approval of shop drawings, products, etc.
- Preparation of change orders.
- Construction contract administration.
- Construction engineering and inspection services.
- Coordination/provision of record drawings and as-built drawings.
- Construction services for FDOT funded projects which must follow FDOT guidelines.
- Additional engineering services as may be required during the course of construction.

Grant & Loan Funding Support

- Assist in preparation of grant applications for various grant agencies including, but not, but not limited to, Florida Inland Navigation District (FIND), Save Our Indian River Lagoon (SOIRL), and the Florida Department of Environmental Protection (FDEP).
- Assist in coordination with the Florida Department of Transportation for LAP projects and assist in the preparation of the necessary forms and related documents.

- Assist with duties related to the various committees at the Transportation Planning Organization (TPO), including review of agenda packet technical information, preparation of Prioritized Project Lists, creation of new project applications, preparation of presentations and other associated duties.
- Assist in State Revolving Fund (SRF) Loan agreements and with all supporting documentation required.
- Provide other related grant funding support as needed.

Miscellaneous Support

- Provide assistance to obtain all permits for Capital Projects or others as required for the Public Works Department.
- Consumptive use permitting, DEP operating and/or construction permits.
- NPDES wastewater permitting, reuse permitting, injection well permitting, including Administration Orders and Consent Orders.
- Assist in Capacity management operation maintenance plans (CMOM).
- Assist in Sanitary Sewer Overflow response plans (SORP).
- Assist in Reuse,TMDL, Biosolids feasibility reports etc.
- SJRWMD permitting, NPDES MS4 permitting support, Corp of Engineers permitting, etc.
- Provide assistance for property acquisitions related to hearings, condemnations proceedings, and other litigation including the preparation of trial exhibits.
- Site plan review services.
- Provide appraisals and other property acquisition support as needed.
- Preparation of applicable easements, R/W acquisition documents.
- Provide environmental research and support, including, but not limited to, contamination analysis, wetland research and analysis, threatened and endangered species and archeological and historical research.
- Provide environmental research on Pandemics, PFAS contamination and other groundwater contamination studies that pose risk to human health.
- Assist with necessary duties as required related to disaster storm/recovery. Coordinate with FEMA, NRCS and FHWA for reimbursements and potential funding to repair storm related damage to the Transportation and Storm water system.
- Provide assistance with the City's Asset Management & Fiscal Sustainability system including review and prioritization of asset management data of wastewater treatment plant equipment life expectancy.
- Preparation or procurement of operation and maintenance manuals
- Perform other duties as needed; services dictated by the needs of the CIP and other specific projects.

TASK ORDERS:

The City shall make requests of the Consultant to perform engineering and surveying services on a "task" basis. The City will communicate with the Consultant, verbally or in writing, a general description of the task to be performed. If a site visit by the Consultant is needed to generate the scope of work, the Consultant shall request approval prior to the visiting the site. The Consultant will generate a detailed Scope of Work document, prepare a Schedule, and a Not-to-Exceed Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly scheduled attached as Exhibit C and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of the major sub-tasks and man-hour breakdown for the work to be performed.

The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses to be eligible for reimbursement.
The City will review the Task Proposal and if the description, cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order". The Scope of Services generally to be provided by the Consultant through a Task Order may include engineering and surveying services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.
The City will issue a notice to proceed to the Consultant in the form of a letter and an executed City purchase order. Upon receipt of the Task Order and the written notice to proceed from the City, the Consultant shall perform the services set forth in the Task Order.

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EXHIBIT B
PRICING

CITY OF COCOA BEACH
Request For Qualifications CB 23 – 003
COCOA BEACH CONTINUING ENGINEERING SERVICES
Due: July 21, 2023

Pricing Fee Schedule for
Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	*Hourly Rate*
Chief Engineer	$350.00
Senior Engineer	$310.00
Project Manager	$260.00
Project Engineer	$240.00
Analyst II	$185.00
Analyst I	$165.00
Senior Planner/Environmentalist	$310.00
Project Planner/Environmentalist	$240.00
Sr CAD Designer	$255.00
CAD Designer	$240.00
CAD Technician	$130.00
Administrative	$130.00
Clerical	$110.00

Notes:
1. Billing rates listed in the table above are for the period from FY 2023 through FY 2025.
2. The salary multiplier billing rates include all payroll burden, overheads, and profit.
3. Subconsultants will be billed at 115% of actual costs.
4. Standard project expenses will be billed as an allocation equivalent to 5.0% of the labor fee.

Kimley»Horn

Task Orders will be prepared using the rates shown above. The rates are part of the RFP submission and are incorporated into this agreement.

NOTE: If there are Contractor fee schedule changes during the term of this contract, Contractor shall notify the City and an addendum will be added to the contract if the fee schedule changes are acceptable to the City.

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Exhibit C
Fee Schedule

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

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

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

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Exhibit D

TASK ORDER FOR PROFESSIONAL SERVICES

Sample Task Order is shown on next page. This form is to be used for work authorized under this contract.

TASK ORDER # _____ **CONTRACTOR** _____

Description Of Services & Rates (use additional pages as necessary)

_____

_____

_____

_____

_____

_____

_____

_____

_____

LUMP SUM PRICE _____

WORK AUTHORIZED: **ACCEPTED:**

City: _____ **Contractor:** _____
Contract Administrator Contract Administrator

Date: _____ **Date:** _____

WORK COMPLETED:

_____
City's Contract Administrator

Date: _____

Distribution: City; original to Contract Administrator
Contractor; copy

Exhibit E
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 KIMLEY-HORN AND ASSOCIATES INC., hereinafter referred to as "Contractor", concerning that certain agreement entitled CONTINUING ENGINEERING SERVICES, dated the ____ day of _____, 20_____ ("Agreement").

WITNESSETH:

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

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

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

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

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

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

6. **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.

7. **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.

8. 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.

Contractor:

Signature

Date: 12/12/2023

Print Name: KINAN HUSAINY

Title: SENIOR ASSOCIATE

Company: KIMLEY-HORN AND ASSOCIATES, INC

City of Cocoa Beach

Signature

Date: 12/13/23

Print Name: WAYNE CARRAGINO

Title: ACTING CITY MANAGER

City of Cocoa Beach City Commission
Agenda Item Summary

DEPARTMENT MAKING REQUEST/NAME: Public Works / Taylor Mottolo, Project Manager

MEETING DATE March 19, 2026

REQUESTED MOTION/ACTION
Approve Contract Extension Agreements to award bidders under CB23-001 Continuing Services for Minor Construction Projects for a period of 1 year to expire March 31, 2027.
Staff Representative: Taylor Mottolo, Project Manager
Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?
Companies are utilized under a Task Order Based and will only be utilized within our budgeted tolerance.

BACKGROUND:
23 bidders under Bid #CB23-001 were awarded contracts with the City to perform Continuing Services for Minor Construction Projects

Their original contracts expires March 31, 2026. Article 1 states, "This Contract is renewable in one-year increments for an additional two (2) years." This will be the first extension for each of the twenty-three (23) awarded bidders.

Over the past 3 years the City has utilized 15 of the 23 bidders for various projects within the City but have requested proposals from nearly all bidders. We've built good relationships with these companies over the years and would like to extend their contracts for 1 more year to help the City with various needs.

All Contract extensions have been added to the agenda packet:

Demolition	Dredging	Electrical	Garage Doors	General Contractors	FF&E
Frank Lin	Central Sand	AIO Electric	C&D Industrial	C&D Construction	Interior Fusion
		CORE Electric	Paradise	CK Contractors	
		Eau Gallie Electric		Dane Contracting	
				Doug Wilson	
				Garcia Civil	
				Gregori Construction	
				Hoskins Construction	
				In Depth	

Martinez Construction
Ruby Builders
RUSH Facitlities
Simpson Building Group
White Hat Construction

CITY OF COCOA BEACH, FLORIDA
STANDARD EXTENSION AGREEMENT

THIS STANDARD EXTENSION AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the "City", and CK Contractors and Development, LLC., hereinafter referred to as "Contractor", concerning that certain agreement executed on or about April 2023, and entitled Continuing Services for Minor Construction Projects ("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;

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; and

WHEREAS, the City also desires to update certain City personnel identified in the Agreement for contract administration and notice purposes;

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

1. Extension. This Standard Extension Agreement 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 Standard Extension Agreement, the terms of the Standard Extension Agreement shall prevail. The Agreement is hereby extended to be in force from April 1, 2026, until March 31, 2027, under the same terms and conditions of the Agreement.

2. Amendment – Article 2 (Contract Administration). Article 2 of the Agreement is hereby amended to remove the existing City personnel identified therein and to substitute the following:

"Administration of this Contract shall be under the general direction of _____, City _____, or his/her designee, who shall act as the City's Contract Administrator. The Contractor's _____ shall also serve as the day-to-day contact person."

3. Amendment – Article 25 (Notice). Article 25 of the Agreement is hereby amended to remove the existing City notice recipients and replace them with the following:

Original: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Copy: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Notices to Contractor shall remain as stated in the Agreement unless otherwise amended in writing.

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 - SECOND 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 is 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. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval.

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

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

A.

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:

_____
Karin Grooms, City Clerk

APPROVED AS TO FORM

_____
City Attorney

City of Cocoa Beach, Florida

_____
Keith Capizzi, Mayor

CITY OF COCOA BEACH, FLORIDA
STANDARD EXTENSION AGREEMENT

THIS STANDARD EXTENSION AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the "City", and Dane Contracting, Inc., hereinafter referred to as "Contractor", concerning that certain agreement executed on or about April 2023, and entitled Continuing Services for Minor Construction Projects ("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;

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; and

WHEREAS, the City also desires to update certain City personnel identified in the Agreement for contract administration and notice purposes;

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

1. Extension. This Standard Extension Agreement 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 Standard Extension Agreement, the terms of the Standard Extension Agreement shall prevail. The Agreement is hereby extended to be in force from April 1, 2026, until March 31, 2027, under the same terms and conditions of the Agreement.

2. Amendment – Article 2 (Contract Administration). Article 2 of the Agreement is hereby amended to remove the existing City personnel identified therein and to substitute the following:

"Administration of this Contract shall be under the general direction of _____, City _____, or his/her designee, who shall act as the City's Contract Administrator. The Contractor's _____ shall also serve as the day-to-day contact person."

3. Amendment – Article 25 (Notice). Article 25 of the Agreement is hereby amended to remove the existing City notice recipients and replace them with the following:

Original: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Copy: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Notices to Contractor shall remain as stated in the Agreement unless otherwise amended in writing.

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 - SECOND 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 is 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. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval.

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

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

A.

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:

_____
Karin Grooms, City Clerk

APPROVED AS TO FORM

_____
City Attorney

City of Cocoa Beach, Florida

_____
Keith Capizzi, Mayor

CITY OF COCOA BEACH, FLORIDA
STANDARD EXTENSION AGREEMENT

THIS STANDARD EXTENSION AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the "City", and Frank-Lin Services of Brevard, LLC., hereinafter referred to as "Contractor", concerning that certain agreement executed on or about April 2023, and entitled Continuing Services for Minor Construction Projects ("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;

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; and

WHEREAS, the City also desires to update certain City personnel identified in the Agreement for contract administration and notice purposes;

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

1. Extension. This Standard Extension Agreement 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 Standard Extension Agreement, the terms of the Standard Extension Agreement shall prevail. The Agreement is hereby extended to be in force from April 1, 2026, until March 31, 2027, under the same terms and conditions of the Agreement.

2. Amendment – Article 2 (Contract Administration). Article 2 of the Agreement is hereby amended to remove the existing City personnel identified therein and to substitute the following:

"Administration of this Contract shall be under the general direction of _____, City _____, or his/her designee, who shall act as the City's Contract Administrator. The Contractor's _____ shall also serve as the day-to-day contact person."

3. Amendment – Article 25 (Notice). Article 25 of the Agreement is hereby amended to remove the existing City notice recipients and replace them with the following:

Original: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Copy: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Notices to Contractor shall remain as stated in the Agreement unless otherwise amended in writing.

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 - SECOND 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 is 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. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval.

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

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

A.

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:

_____
Karin Grooms, City Clerk

APPROVED AS TO FORM

_____
City Attorney

City of Cocoa Beach, Florida

_____
Keith Capizzi, Mayor

CITY OF COCOA BEACH, FLORIDA
STANDARD EXTENSION AGREEMENT

THIS STANDARD EXTENSION AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the "City", and Central Sand, Inc., hereinafter referred to as "Contractor", concerning that certain agreement executed on or about March 2023, and entitled Continuing Services for Minor Construction Projects ("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;

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; and

WHEREAS, the City also desires to update certain City personnel identified in the Agreement for contract administration and notice purposes;

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

1. Extension. This Standard Extension Agreement 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 Standard Extension Agreement, the terms of the Standard Extension Agreement shall prevail. The Agreement is hereby extended to be in force from April 1, 2026, until March 31, 2027, under the same terms and conditions of the Agreement.

2. Amendment – Article 2 (Contract Administration). Article 2 of the Agreement is hereby amended to remove the existing City personnel identified therein and to substitute the following:

"Administration of this Contract shall be under the general direction of _____, City _____, or his/her designee, who shall act as the City's Contract Administrator. The Contractor's _____ shall also serve as the day-to-day contact person."

3. Amendment – Article 25 (Notice). Article 25 of the Agreement is hereby amended to remove the existing City notice recipients and replace them with the following:

Original: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Copy: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Notices to Contractor shall remain as stated in the Agreement unless otherwise amended in writing.

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 - SECOND 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 is 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. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval.

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

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

A.

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:

_____
Karin Grooms, City Clerk

APPROVED AS TO FORM

_____
City Attorney

City of Cocoa Beach, Florida

_____
Keith Capizzi, Mayor

CITY OF COCOA BEACH, FLORIDA
STANDARD EXTENSION AGREEMENT

THIS STANDARD EXTENSION AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the "City", and In Depth, Inc., hereinafter referred to as "Contractor", concerning that certain agreement executed on or about April 2023, and entitled Continuing Services for Minor Construction Projects ("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;

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; and

WHEREAS, the City also desires to update certain City personnel identified in the Agreement for contract administration and notice purposes;

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

1. Extension. This Standard Extension Agreement 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 Standard Extension Agreement, the terms of the Standard Extension Agreement shall prevail. The Agreement is hereby extended to be in force from April 1, 2026, until March 31, 2027, under the same terms and conditions of the Agreement.

2. Amendment – Article 2 (Contract Administration). Article 2 of the Agreement is hereby amended to remove the existing City personnel identified therein and to substitute the following:

"Administration of this Contract shall be under the general direction of _____, City _____, or his/her designee, who shall act as the City's Contract Administrator. The Contractor's _____ shall also serve as the day-to-day contact person."

3. Amendment – Article 25 (Notice). Article 25 of the Agreement is hereby amended to remove the existing City notice recipients and replace them with the following:

Original: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Copy: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Notices to Contractor shall remain as stated in the Agreement unless otherwise amended in writing.

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 - SECOND 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 is 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. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval.

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

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

A.

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:

_____
Karin Grooms, City Clerk

APPROVED AS TO FORM

_____
City Attorney

City of Cocoa Beach, Florida

_____
Keith Capizzi, Mayor

CITY OF COCOA BEACH, FLORIDA
STANDARD EXTENSION AGREEMENT

THIS STANDARD EXTENSION AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the "City", and AIO Electrical Services, LLC., hereinafter referred to as "Contractor", concerning that certain agreement executed on or about April 2023, and entitled Continuing Services for Minor Construction Projects ("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;

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; and

WHEREAS, the City also desires to update certain City personnel identified in the Agreement for contract administration and notice purposes;

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

1. Extension. This Standard Extension Agreement 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 Standard Extension Agreement, the terms of the Standard Extension Agreement shall prevail. The Agreement is hereby extended to be in force from April 1, 2026, until March 31, 2027, under the same terms and conditions of the Agreement.

2. Amendment – Article 2 (Contract Administration). Article 2 of the Agreement is hereby amended to remove the existing City personnel identified therein and to substitute the following:

"Administration of this Contract shall be under the general direction of _____, City _____, or his/her designee, who shall act as the City's Contract Administrator. The Contractor's _____ shall also serve as the day-to-day contact person."

3. Amendment – Article 25 (Notice). Article 25 of the Agreement is hereby amended to remove the existing City notice recipients and replace them with the following:

Original: _____
Title: _____
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P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Copy: _____
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P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Notices to Contractor shall remain as stated in the Agreement unless otherwise amended in writing.

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:**

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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 is 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. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval.

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

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

A.

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:

_____
Karin Grooms, City Clerk

APPROVED AS TO FORM

_____
City Attorney

City of Cocoa Beach, Florida

_____
Keith Capizzi, Mayor

CITY OF COCOA BEACH, FLORIDA
STANDARD EXTENSION AGREEMENT

THIS STANDARD EXTENSION AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the "City", and CORE Electrical Services, LLC., hereinafter referred to as "Contractor", concerning that certain agreement executed on or about April 2023, and entitled Continuing Services for Minor Construction Projects ("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;

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; and

WHEREAS, the City also desires to update certain City personnel identified in the Agreement for contract administration and notice purposes;

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

1. Extension. This Standard Extension Agreement 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 Standard Extension Agreement, the terms of the Standard Extension Agreement shall prevail. The Agreement is hereby extended to be in force from April 1, 2026, until March 31, 2027, under the same terms and conditions of the Agreement.

2. Amendment – Article 2 (Contract Administration). Article 2 of the Agreement is hereby amended to remove the existing City personnel identified therein and to substitute the following:

"Administration of this Contract shall be under the general direction of _____, City _____, or his/her designee, who shall act as the City's Contract Administrator. The Contractor's _____ shall also serve as the day-to-day contact person."

3. Amendment – Article 25 (Notice). Article 25 of the Agreement is hereby amended to remove the existing City notice recipients and replace them with the following:

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Notices to Contractor shall remain as stated in the Agreement unless otherwise amended in writing.

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(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.

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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:

_____
Karin Grooms, City Clerk

APPROVED AS TO FORM

_____
City Attorney

City of Cocoa Beach, Florida

_____
Keith Capizzi, Mayor

CITY OF COCOA BEACH, FLORIDA
STANDARD EXTENSION AGREEMENT

THIS STANDARD EXTENSION AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the "City", and Eau Gallie Electric, Inc., hereinafter referred to as "Contractor", concerning that certain agreement executed on or about March 2023, and entitled Continuing Services for Minor Construction Projects ("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;

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; and

WHEREAS, the City also desires to update certain City personnel identified in the Agreement for contract administration and notice purposes;

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

1. Extension. This Standard Extension Agreement 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 Standard Extension Agreement, the terms of the Standard Extension Agreement shall prevail. The Agreement is hereby extended to be in force from April 1, 2026, until March 31, 2027, under the same terms and conditions of the Agreement.

2. Amendment – Article 2 (Contract Administration). Article 2 of the Agreement is hereby amended to remove the existing City personnel identified therein and to substitute the following:

"Administration of this Contract shall be under the general direction of _____, City _____, or his/her designee, who shall act as the City's Contract Administrator. The Contractor's _____ shall also serve as the day-to-day contact person."

3. Amendment – Article 25 (Notice). Article 25 of the Agreement is hereby amended to remove the existing City notice recipients and replace them with the following:

Original: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Copy: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Notices to Contractor shall remain as stated in the Agreement unless otherwise amended in writing.

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 - SECOND 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 is 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. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval.

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

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

A.

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:

_____
Karin Grooms, City Clerk

APPROVED AS TO FORM

_____
City Attorney

City of Cocoa Beach, Florida

_____
Keith Capizzi, Mayor

CITY OF COCOA BEACH, FLORIDA
STANDARD EXTENSION AGREEMENT

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WITNESSETH:

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(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.

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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."

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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. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval.

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

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

A.

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:

_____
Karin Grooms, City Clerk

APPROVED AS TO FORM

_____
City Attorney

City of Cocoa Beach, Florida

_____
Keith Capizzi, Mayor

CITY OF COCOA BEACH, FLORIDA
STANDARD EXTENSION AGREEMENT

THIS STANDARD EXTENSION AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the "City", and Doug Wilson Enterprises, Inc., hereinafter referred to as "Contractor", concerning that certain agreement executed on or about March 2023, and entitled Continuing Services for Minor Construction Projects ("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;

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; and

WHEREAS, the City also desires to update certain City personnel identified in the Agreement for contract administration and notice purposes;

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

1. Extension. This Standard Extension Agreement 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 Standard Extension Agreement, the terms of the Standard Extension Agreement shall prevail. The Agreement is hereby extended to be in force from April 1, 2026, until March 31, 2027, under the same terms and conditions of the Agreement.

2. Amendment – Article 2 (Contract Administration). Article 2 of the Agreement is hereby amended to remove the existing City personnel identified therein and to substitute the following:

"Administration of this Contract shall be under the general direction of _____, City _____, or his/her designee, who shall act as the City's Contract Administrator. The Contractor's _____ shall also serve as the day-to-day contact person."

3. Amendment – Article 25 (Notice). Article 25 of the Agreement is hereby amended to remove the existing City notice recipients and replace them with the following:

Original: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Copy: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Notices to Contractor shall remain as stated in the Agreement unless otherwise amended in writing.

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 - SECOND 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 is 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. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval.

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

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

A.

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:

_____
Karin Grooms, City Clerk

APPROVED AS TO FORM

_____
City Attorney

City of Cocoa Beach, Florida

_____
Keith Capizzi, Mayor

CITY OF COCOA BEACH, FLORIDA
STANDARD EXTENSION AGREEMENT

THIS STANDARD EXTENSION AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the "City", and Garcia Civil Contractors, hereinafter referred to as "Contractor", concerning that certain agreement executed on or about March 2023, and entitled Continuing Services for Minor Construction Projects ("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;

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; and

WHEREAS, the City also desires to update certain City personnel identified in the Agreement for contract administration and notice purposes;

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

1. Extension. This Standard Extension Agreement 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 Standard Extension Agreement, the terms of the Standard Extension Agreement shall prevail. The Agreement is hereby extended to be in force from April 1, 2026, until March 31, 2027, under the same terms and conditions of the Agreement.

2. Amendment – Article 2 (Contract Administration). Article 2 of the Agreement is hereby amended to remove the existing City personnel identified therein and to substitute the following:

"Administration of this Contract shall be under the general direction of _____, City _____, or his/her designee, who shall act as the City's Contract Administrator. The Contractor's _____ shall also serve as the day-to-day contact person."

3. Amendment – Article 25 (Notice). Article 25 of the Agreement is hereby amended to remove the existing City notice recipients and replace them with the following:

Original: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Copy: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Notices to Contractor shall remain as stated in the Agreement unless otherwise amended in writing.

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 - SECOND 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 is 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. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval.

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

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

A.

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:

_____
Karin Grooms, City Clerk

APPROVED AS TO FORM

_____
City Attorney

City of Cocoa Beach, Florida

_____
Keith Capizzi, Mayor

CITY OF COCOA BEACH, FLORIDA
STANDARD EXTENSION AGREEMENT

THIS STANDARD EXTENSION AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the "City", and Gregori Construction, Inc., hereinafter referred to as "Contractor", concerning that certain agreement executed on or about April 2023, and entitled Continuing Services for Minor Construction Projects ("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;

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; and

WHEREAS, the City also desires to update certain City personnel identified in the Agreement for contract administration and notice purposes;

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

1. Extension. This Standard Extension Agreement 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 Standard Extension Agreement, the terms of the Standard Extension Agreement shall prevail. The Agreement is hereby extended to be in force from April 1, 2026, until March 31, 2027, under the same terms and conditions of the Agreement.

2. Amendment – Article 2 (Contract Administration). Article 2 of the Agreement is hereby amended to remove the existing City personnel identified therein and to substitute the following:

"Administration of this Contract shall be under the general direction of _____, City _____, or his/her designee, who shall act as the City's Contract Administrator. The Contractor's _____ shall also serve as the day-to-day contact person."

3. Amendment – Article 25 (Notice). Article 25 of the Agreement is hereby amended to remove the existing City notice recipients and replace them with the following:

Original: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Copy: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Notices to Contractor shall remain as stated in the Agreement unless otherwise amended in writing.

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 - SECOND 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 is 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. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval.

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

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

A.

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:

_____
Karin Grooms, City Clerk

APPROVED AS TO FORM

_____
City Attorney

City of Cocoa Beach, Florida

_____
Keith Capizzi, Mayor

CITY OF COCOA BEACH, FLORIDA
STANDARD EXTENSION AGREEMENT

THIS STANDARD EXTENSION AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the "City", and Hoskins Construction, Inc., hereinafter referred to as "Contractor", concerning that certain agreement executed on or about April 2023, and entitled Continuing Services for Minor Construction Projects ("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;

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; and

WHEREAS, the City also desires to update certain City personnel identified in the Agreement for contract administration and notice purposes;

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

1. Extension. This Standard Extension Agreement 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 Standard Extension Agreement, the terms of the Standard Extension Agreement shall prevail. The Agreement is hereby extended to be in force from April 1, 2026, until March 31, 2027, under the same terms and conditions of the Agreement.

2. Amendment – Article 2 (Contract Administration). Article 2 of the Agreement is hereby amended to remove the existing City personnel identified therein and to substitute the following:

"Administration of this Contract shall be under the general direction of _____, City _____, or his/her designee, who shall act as the City's Contract Administrator. The Contractor's _____ shall also serve as the day-to-day contact person."

3. Amendment – Article 25 (Notice). Article 25 of the Agreement is hereby amended to remove the existing City notice recipients and replace them with the following:

Original: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Copy: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Notices to Contractor shall remain as stated in the Agreement unless otherwise amended in writing.

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 - SECOND 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 is 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. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval.

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

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

A.

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:

_____
Karin Grooms, City Clerk

APPROVED AS TO FORM

_____
City Attorney

City of Cocoa Beach, Florida

_____
Keith Capizzi, Mayor

CITY OF COCOA BEACH, FLORIDA
STANDARD EXTENSION AGREEMENT

THIS STANDARD EXTENSION AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the "City", and Martinez Construction Services, hereinafter referred to as "Contractor", concerning that certain agreement executed on or about April 2023, and entitled Continuing Services for Minor Construction Projects ("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;

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; and

WHEREAS, the City also desires to update certain City personnel identified in the Agreement for contract administration and notice purposes;

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

1. Extension. This Standard Extension Agreement 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 Standard Extension Agreement, the terms of the Standard Extension Agreement shall prevail. The Agreement is hereby extended to be in force from April 1, 2026, until March 31, 2027, under the same terms and conditions of the Agreement.

2. Amendment – Article 2 (Contract Administration). Article 2 of the Agreement is hereby amended to remove the existing City personnel identified therein and to substitute the following:

"Administration of this Contract shall be under the general direction of _____, City _____, or his/her designee, who shall act as the City's Contract Administrator. The Contractor's _____ shall also serve as the day-to-day contact person."

3. Amendment – Article 25 (Notice). Article 25 of the Agreement is hereby amended to remove the existing City notice recipients and replace them with the following:

Original: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Copy: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Notices to Contractor shall remain as stated in the Agreement unless otherwise amended in writing.

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 - SECOND 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 is 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. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval.

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

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

A.

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:

_____
Karin Grooms, City Clerk

APPROVED AS TO FORM

_____
City Attorney

City of Cocoa Beach, Florida

_____
Keith Capizzi, Mayor

CITY OF COCOA BEACH, FLORIDA
STANDARD EXTENSION AGREEMENT

THIS STANDARD EXTENSION AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the "City", and Ruby Builders, Inc., hereinafter referred to as "Contractor", concerning that certain agreement executed on or about April 2023, and entitled Continuing Services for Minor Construction Projects ("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;

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; and

WHEREAS, the City also desires to update certain City personnel identified in the Agreement for contract administration and notice purposes;

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

1. Extension. This Standard Extension Agreement 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 Standard Extension Agreement, the terms of the Standard Extension Agreement shall prevail. The Agreement is hereby extended to be in force from April 1, 2026, until March 31, 2027, under the same terms and conditions of the Agreement.

2. Amendment – Article 2 (Contract Administration). Article 2 of the Agreement is hereby amended to remove the existing City personnel identified therein and to substitute the following:

"Administration of this Contract shall be under the general direction of _____, City _____, or his/her designee, who shall act as the City's Contract Administrator. The Contractor's _____ shall also serve as the day-to-day contact person."

3. Amendment – Article 25 (Notice). Article 25 of the Agreement is hereby amended to remove the existing City notice recipients and replace them with the following:

Original: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Copy: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Notices to Contractor shall remain as stated in the Agreement unless otherwise amended in writing.

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 - SECOND 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 is 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. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval.

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

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

A.

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:

_____
Karin Grooms, City Clerk

APPROVED AS TO FORM

_____
City Attorney

City of Cocoa Beach, Florida

_____
Keith Capizzi, Mayor

CITY OF COCOA BEACH, FLORIDA
STANDARD EXTENSION AGREEMENT

THIS STANDARD EXTENSION AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the "City", and RUSH Facilities, LLC., hereinafter referred to as "Contractor", concerning that certain agreement executed on or about April 2023, and entitled Continuing Services for Minor Construction Projects ("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;

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; and

WHEREAS, the City also desires to update certain City personnel identified in the Agreement for contract administration and notice purposes;

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

1. Extension. This Standard Extension Agreement 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 Standard Extension Agreement, the terms of the Standard Extension Agreement shall prevail. The Agreement is hereby extended to be in force from April 1, 2026, until March 31, 2027, under the same terms and conditions of the Agreement.

2. Amendment – Article 2 (Contract Administration). Article 2 of the Agreement is hereby amended to remove the existing City personnel identified therein and to substitute the following:

"Administration of this Contract shall be under the general direction of _____, City _____, or his/her designee, who shall act as the City's Contract Administrator. The Contractor's _____ shall also serve as the day-to-day contact person."

3. Amendment – Article 25 (Notice). Article 25 of the Agreement is hereby amended to remove the existing City notice recipients and replace them with the following:

Original: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Copy: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Notices to Contractor shall remain as stated in the Agreement unless otherwise amended in writing.

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 - SECOND 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 is 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. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval.

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

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

A.

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:

_____
Karin Grooms, City Clerk

APPROVED AS TO FORM

_____
City Attorney

City of Cocoa Beach, Florida

_____
Keith Capizzi, Mayor

CITY OF COCOA BEACH, FLORIDA
STANDARD EXTENSION AGREEMENT

THIS STANDARD EXTENSION AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the "City", and Simpson Building Group, hereinafter referred to as "Contractor", concerning that certain agreement executed on or about April 2023, and entitled Continuing Services for Minor Construction Projects ("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;

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; and

WHEREAS, the City also desires to update certain City personnel identified in the Agreement for contract administration and notice purposes;

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

1. Extension. This Standard Extension Agreement 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 Standard Extension Agreement, the terms of the Standard Extension Agreement shall prevail. The Agreement is hereby extended to be in force from April 1, 2026, until March 31, 2027, under the same terms and conditions of the Agreement.

2. Amendment – Article 2 (Contract Administration). Article 2 of the Agreement is hereby amended to remove the existing City personnel identified therein and to substitute the following:

"Administration of this Contract shall be under the general direction of _____, City _____, or his/her designee, who shall act as the City's Contract Administrator. The Contractor's _____ shall also serve as the day-to-day contact person."

3. Amendment – Article 25 (Notice). Article 25 of the Agreement is hereby amended to remove the existing City notice recipients and replace them with the following:

Original: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Copy: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Notices to Contractor shall remain as stated in the Agreement unless otherwise amended in writing.

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:**

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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 is 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. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval.

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

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

A.

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:

_____
Karin Grooms, City Clerk

APPROVED AS TO FORM

_____
City Attorney

City of Cocoa Beach, Florida

_____
Keith Capizzi, Mayor

CITY OF COCOA BEACH, FLORIDA
STANDARD EXTENSION AGREEMENT

THIS STANDARD EXTENSION AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the "City", and White Hat Construction, LLC, hereinafter referred to as "Contractor", concerning that certain agreement executed on or about April 2023, and entitled Continuing Services for Minor Construction Projects ("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;

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; and

WHEREAS, the City also desires to update certain City personnel identified in the Agreement for contract administration and notice purposes;

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

1. Extension. This Standard Extension Agreement 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 Standard Extension Agreement, the terms of the Standard Extension Agreement shall prevail. The Agreement is hereby extended to be in force from April 1, 2026, until March 31, 2027, under the same terms and conditions of the Agreement.

2. Amendment – Article 2 (Contract Administration). Article 2 of the Agreement is hereby amended to remove the existing City personnel identified therein and to substitute the following:

"Administration of this Contract shall be under the general direction of _____, City _____, or his/her designee, who shall act as the City's Contract Administrator. The Contractor's _____ shall also serve as the day-to-day contact person."

3. Amendment – Article 25 (Notice). Article 25 of the Agreement is hereby amended to remove the existing City notice recipients and replace them with the following:

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Cocoa Beach, Florida 32932-2430

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Cocoa Beach, Florida 32932-2430

Notices to Contractor shall remain as stated in the Agreement unless otherwise amended in writing.

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:**

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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.

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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."

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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.

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A.

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:

_____
Karin Grooms, City Clerk

APPROVED AS TO FORM

_____
City Attorney

City of Cocoa Beach, Florida

_____
Keith Capizzi, Mayor

CITY OF COCOA BEACH, FLORIDA
STANDARD EXTENSION AGREEMENT

THIS STANDARD EXTENSION AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the "City", and Interior Fusion, hereinafter referred to as "Contractor", concerning that certain agreement executed on or about March 2023, and entitled Continuing Services for Minor Construction Projects ("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;

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; and

WHEREAS, the City also desires to update certain City personnel identified in the Agreement for contract administration and notice purposes;

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

1. Extension. This Standard Extension Agreement 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 Standard Extension Agreement, the terms of the Standard Extension Agreement shall prevail. The Agreement is hereby extended to be in force from April 1, 2026, until March 31, 2027, under the same terms and conditions of the Agreement.

2. Amendment – Article 2 (Contract Administration). Article 2 of the Agreement is hereby amended to remove the existing City personnel identified therein and to substitute the following:

"Administration of this Contract shall be under the general direction of _____, City _____, or his/her designee, who shall act as the City's Contract Administrator. The Contractor's _____ shall also serve as the day-to-day contact person."

3. Amendment – Article 25 (Notice). Article 25 of the Agreement is hereby amended to remove the existing City notice recipients and replace them with the following:

Original: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Copy: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Notices to Contractor shall remain as stated in the Agreement unless otherwise amended in writing.

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 - SECOND 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 is 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. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval.

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

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

A.

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:

_____
Karin Grooms, City Clerk

APPROVED AS TO FORM

_____
City Attorney

City of Cocoa Beach, Florida

_____
Keith Capizzi, Mayor

CITY OF COCOA BEACH, FLORIDA
STANDARD EXTENSION AGREEMENT

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WITNESSETH:

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the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

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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."

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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;

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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. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval.

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

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

A.

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:

_____
Karin Grooms, City Clerk

APPROVED AS TO FORM

_____
City Attorney

City of Cocoa Beach, Florida

_____
Keith Capizzi, Mayor

CITY OF COCOA BEACH, FLORIDA
STANDARD EXTENSION AGREEMENT

THIS STANDARD EXTENSION AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the "City", and Paradise Garage Door Services, hereinafter referred to as "Contractor", concerning that certain agreement executed on or about April 2023, and entitled Continuing Services for Minor Construction Projects ("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;

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; and

WHEREAS, the City also desires to update certain City personnel identified in the Agreement for contract administration and notice purposes;

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

1. Extension. This Standard Extension Agreement 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 Standard Extension Agreement, the terms of the Standard Extension Agreement shall prevail. The Agreement is hereby extended to be in force from April 1, 2026, until March 31, 2027, under the same terms and conditions of the Agreement.

2. Amendment – Article 2 (Contract Administration). Article 2 of the Agreement is hereby amended to remove the existing City personnel identified therein and to substitute the following:

"Administration of this Contract shall be under the general direction of _____, City _____, or his/her designee, who shall act as the City's Contract Administrator. The Contractor's _____ shall also serve as the day-to-day contact person."

3. Amendment – Article 25 (Notice). Article 25 of the Agreement is hereby amended to remove the existing City notice recipients and replace them with the following:

Original: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Copy: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Notices to Contractor shall remain as stated in the Agreement unless otherwise amended in writing.

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 - SECOND 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 is 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. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval.

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

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

A.

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:

_____
Karin Grooms, City Clerk

APPROVED AS TO FORM

_____
City Attorney

City of Cocoa Beach, Florida

_____
Keith Capizzi, Mayor

CITY OF COCOA BEACH, FLORIDA
STANDARD EXTENSION AGREEMENT

THIS STANDARD EXTENSION AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the "City", and All Florida Urethane, hereinafter referred to as "Contractor", concerning that certain agreement executed on or about April 2023, and entitled Continuing Services for Minor Construction Projects ("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;

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; and

WHEREAS, the City also desires to update certain City personnel identified in the Agreement for contract administration and notice purposes;

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

1. Extension. This Standard Extension Agreement 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 Standard Extension Agreement, the terms of the Standard Extension Agreement shall prevail. The Agreement is hereby extended to be in force from April 1, 2026, until March 31, 2027, under the same terms and conditions of the Agreement.

2. Amendment – Article 2 (Contract Administration). Article 2 of the Agreement is hereby amended to remove the existing City personnel identified therein and to substitute the following:

"Administration of this Contract shall be under the general direction of _____, City _____, or his/her designee, who shall act as the City's Contract Administrator. The Contractor's _____ shall also serve as the day-to-day contact person."

3. Amendment – Article 25 (Notice). Article 25 of the Agreement is hereby amended to remove the existing City notice recipients and replace them with the following:

Original: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Copy: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Notices to Contractor shall remain as stated in the Agreement unless otherwise amended in writing.

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 - SECOND 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 is 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. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval.

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

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

A.

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:

_____
Karin Grooms, City Clerk

APPROVED AS TO FORM

_____
City Attorney

City of Cocoa Beach, Florida

_____
Keith Capizzi, Mayor

CITY OF COCOA BEACH, FLORIDA
STANDARD EXTENSION AGREEMENT

THIS STANDARD EXTENSION AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the "City", and Pro-Tech Roofing, hereinafter referred to as "Contractor", concerning that certain agreement executed on or about April 2023, and entitled Continuing Services for Minor Construction Projects ("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;

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; and

WHEREAS, the City also desires to update certain City personnel identified in the Agreement for contract administration and notice purposes;

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

1. Extension. This Standard Extension Agreement 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 Standard Extension Agreement, the terms of the Standard Extension Agreement shall prevail. The Agreement is hereby extended to be in force from April 1, 2026, until March 31, 2027, under the same terms and conditions of the Agreement.

2. Amendment – Article 2 (Contract Administration). Article 2 of the Agreement is hereby amended to remove the existing City personnel identified therein and to substitute the following:

"Administration of this Contract shall be under the general direction of _____, City _____, or his/her designee, who shall act as the City's Contract Administrator. The Contractor's _____ shall also serve as the day-to-day contact person."

3. Amendment – Article 25 (Notice). Article 25 of the Agreement is hereby amended to remove the existing City notice recipients and replace them with the following:

Original: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Copy: _____
Title: _____
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-2430

Notices to Contractor shall remain as stated in the Agreement unless otherwise amended in writing.

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 - SECOND 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 is 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. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval.

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

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

A.

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:

_____
Karin Grooms, City Clerk

APPROVED AS TO FORM

_____
City Attorney

City of Cocoa Beach, Florida

_____
Keith Capizzi, Mayor

City of Cocoa Beach City Commission
Agenda Item Summary

DEPARTMENT MAKING REQUEST/NAME: Development Services / David Dickey, Director of Development Services

MEETING DATE March 19, 2026

REQUESTED MOTION/ACTION
Approve the Amendment to the Development Agreement between the City of Cocoa Beach and EKS Sooner One, LLC
Staff Representative: David Dickey, Development Services Director
Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?
n/a

BACKGROUND:
At the March 5, 2026, meeting, the commission approved at first reading Ordinance 1709 to adopt new city impact fees. During the *City Commission Reports and Announcements* portion of said meeting, a discussion ensued related to the applicability of the proposed impact fees on existing projects in the city. The commission requested the city attorney draft language to clarify the applicable timing for calculation of impact fees associated with current development projects.

The discussion of applicability centered on projects that have been approved via a Development Agreement (DA) to include the Westin, the Westgate/Pier, and the Drift. The Westin is under construction. The Westgate/Pier DA was never signed by the property owner and therefore is not valid. The Drift is the only project with a valid, effective DA not under construction. For this reason, it is proposed that Ordinance 1709 not be amended on second reading, but rather an amendment to the Drift DA be executed to exempt that project from the collection of the proposed impact fees.

This recognizes the progress of the Drift's in the city's approval process, but also maintains a consistent impact fee policy for collection of new impact fees for other current and future development projects.

AMENDMENT TO DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF COCOA BEACH AND EKS SOONER ONE, LLC

This Amendment to Development Agreement ("Amendment") is made by and between the CITY OF COCOA BEACH, a Florida municipal corporation ("City"), and EKS SOONER ONE, LLC, a Florida limited liability company ("Developer").

RECITALS

WHEREAS, the City and Developer entered into that certain Development Agreement dated September 21, 2023, approved by Ordinance No. 1680 and recorded in the Public Records of Brevard County, Florida (the "Development Agreement"); and

WHEREAS, Section 18 of the Development Agreement provides that the Development Agreement constitutes the entire agreement between the parties and that any amendments or waivers of its provisions must be made by the parties only in writing by formal amendment; and

WHEREAS, the parties desire to amend the Development Agreement to clarify the applicable timing for calculation of impact fees associated with the Project.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Amendment to Impact Fee Provision.
   Notwithstanding anything in the Development Agreement to the contrary, including the provisions of Section 21 relating to fees or costs, all impact fees applicable to the Project shall be calculated based upon the impact fee schedules in effect on the date the Development Agreement was executed by the parties. Such impact fees shall not be increased by any subsequent amendment to the City's impact fee ordinances or fee schedules during the term of the Development Agreement.

2. Effect of Amendment.
   Except as expressly modified herein, all other terms and conditions of the Development Agreement shall remain in full force and effect and are hereby ratified and confirmed.

3. Conflicts.
   In the event of a conflict between this Amendment and the Development Agreement, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

CITY OF COCOA BEACH

By: _____
Keith Capizzi, Mayor

ATTEST:

_____
Karin Grooms, City Clerk

EKS SOONER ONE, LLC

By: _____
Name:
Title:

City of Cocoa Beach City Commission
Agenda Item Summary

DEPARTMENT MAKING REQUEST/NAME: City Manager / Carrie Lombardo, Executive Assistant

MEETING DATE March 19, 2026

REQUESTED MOTION/ACTION
Approval of Proclamation – Tuskegee Airmen Commemoration Day (March 28, 2026)

IS THIS ITEM BUDGETED (IF APPLICABLE)?
n/a

BACKGROUND:
Tuskegee Airmen Commemoration Day Proclamation

Proclamation

Tuskegee Airmen Commemoration Day
March 28, 2026

***Whereas**, in 1942, the Tuskegee Airmen were the first graduation class of African American Aviators in the United States military to enter into World War II combat. The Group included navigators, bombardiers, instructors, and maintenance and support staff; and*

***Whereas**, the Tuskegee Airmen overcame segregation and prejudice to become one of the highly respected fighter groups of World War II. They proved conclusively that African Americans could fly and maintain sophisticated combat aircraft. They paved the way for the full integration of the U.S. military; and*

***Whereas**, the following Tuskegee Airmen have direct connections to the State of Florida: General Daniel "Chappie" James, Jr. born in Pensacola, FL became the first African American to achieve the rank of Four-Star General in the Armed Forces; Lieutenant Colonel Hiram Mann, and 2nd Lieutenant Joseph B. Bennett who resided in Brevard County, were famed "Red Tail" P-51 pilots of the 332nd Fighter Group; Lieutenant Colonel Rober C. Hughes who resided in Brevard County, was one of the Flight Instructor Pilots; and*

***Whereas**, The City of Cocoa Beach is proud to express its appreciation to the Tuskegee Airmen, whose service and sacrifice helped to preserve the freedom we enjoy today, as well as members of the General Daniel "Chappie" James, Jr. Chapter of the Tuskegee Airmen, who continue to serve as role models in community involvement and the inspiration of youth; and*

***NOW, THEREFORE, I,** Keith Capizzi, Mayor of the City of Cocoa Beach, by virtue of the authority of said office, do hereby proclaim March 28, 2026, as:*

TUSKEGEE AIRMEN COMMENORATION DAY

In the City of Cocoa Beach, Florida, and encourage all residents to thank the Original Documented Tuskegee Airmen for their sacrifices and courage by allowing us the freedom we enjoy today and to the members of the General Danie "Chappie" James, Jr. Chapter for keeping the legacy alive.

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Cocoa Beach to be affixed to this March 19, 2026.*

_____ _____

Keith Capizzi, Mayor *Karin Grooms, City Clerk*

City of Cocoa Beach City Commission
Agenda Item Summary

DEPARTMENT MAKING REQUEST/NAME: Development Services / David Dickey, Director of Development Services

MEETING DATE March 19, 2026

REQUESTED MOTION/ACTION
Adopt Ordinance 1709 on second reading — an ordinance of the city of Cocoa Beach, Florida, relating to municipal impact fees; creating Chapter VIII, "Impact Fees", of the City of Cocoa Beach Code of Ordinances; adopting the City of Cocoa Beach 2026 Municipal Impact Fee Study, dated January 26, 2026; providing legislative findings related to police impact fees; providing for the imposition, collection, and use of police impact fees; providing definitions and legislative findings related to fire impact fees; providing for the imposition, collection, and use of fire impact fees; providing definitions and legislative intent related to general government impact fees; providing for the imposition, collection, and use of general government impact fees; providing for conflicts, codification, severability, and an effective date.
Staff Representative: David Dickey, Development Services
Recommendation: Adopt on Second Reading

IS THIS ITEM BUDGETED (IF APPLICABLE)?
Adoption of the ordinance will provide an additional revenue source for the city's General Fund.

BACKGROUND:
On June 23, 2025, the city executed a proposal with Raftelis Financial Consultants, Inc. to complete an impact fee study (Study) for the possible establishment of new police, fire, and public facility impact fees. The completed Study was submitted to the city on January 26, 2026, and is now ready for Commission consideration (Attachment 1).

Background
Impact fees are one-time charges imposed by the city on new development projects. New development places an increased demand on public services. Rather than burden existing residents and property owners with paying for the cost of growth, impact fees aim to ensure that **growth pays for itself**.

In Florida, local governments have been collecting impact fees since the 1960s. Currently, the city only collects impact fees for wastewater service. This is unusual as the majority of Florida municipalities collect a wide range of impact fees (see Attachment 2 for impact fee survey). This results in a significant loss of potential revenue for the city as well as places the financial burden of new development on residents and property owners. Development in the city will continue to be subject to impact fees imposed by the City of Cocoa (water) and Brevard County (transportation/roads).

The calculation of impact fees involves two main steps:

1. Determining the cost of development-related capital improvements; and
2. Allocating those costs equitably to various types of development.

Based on the analysis contained in the Study, the impact fee calculation for a single family residence is:

- Police - $1,080.00
- Fire - 1,034.00
- General Government - 946.00

TOTAL - $3,060.00

Impact fees for non-residential uses are classified into one of the following four categories and can be found in the Study:

- Retail/Commercial
- Office/Institutional
- Hotel/Motel
- Industrial/Warehouse.

To limit the financial burden of the proposed impact fees on existing residents and property owners, any development (residential and commercial) that exists at the time of adoption of the proposed ordinance will receive a credit or, in other words, generally be "vested" from the collection of the impact fees for future construction on the property. For example, should a homeowner wish to demolish and rebuild their home, there will be no impact fees collected on the rebuild as the parcel contained a home on the date of ordinance adoption.

The commission approved the subject ordinance on first reading on February 19, 2026. During the *City Commission Reports and Announcements* portion of the March 5, 2026, meeting, a discussion ensued related to various developments in the city and whether they would be subject to collection of the proposed impact fees. The commission requested the city attorney draft language to exempt projects far enough along in the city approval process from payment of impact required under the proposed ordinance.

A companion resolution will be presented at second reading of Ordinance 1709.

Representatives from Raftelis will be in attendance to provide an overview of the study, as well as answer any questions there may be.

City of Cocoa Beach
2025 Municipal Impact Study
Exhibit 1: Residential Functional Population

Dwelling Units

Description	2025 Population	2025 Housing Units [1]	Average Housing Unit Size [2]	Occupancy Factor [3]	Functional Population/Unit	2025 Functional Population	10 Yr Growth in Housing Units [4]	2035 Housing Units	2035 Functional Population
Single Family	4,141	2,556	1.62	60.0%	0.97	2,479	0	2,556	2,479
Multi-Family	7,220	6,370	1.13	60.0%	0.68	4,332	254	6,624	4,504
Total Residential	11,361	8,926	1.27	60.0%	0.76	6,811	254	9,180	6,983

Footnotes:

[1] Amounts come from the Brevard Country Property Appraiser as obtained in September 2025.

[2] Average housing unit size by class is calculated using census data tables B25032 Tenure by Units in Structure 5-Year Estimates (2019-2023) and B25033 Total Population in Occupied Housing Units by Tenure by Units in Structure 5-Year Estimates (2019-2023).

Single Family Households	2,556
Multi-Family Households	6,370
Ratio of Multi-Family to Single Family	0.700
Single Family Equivalent Households	7,015
Total Residential Population	11,361
Single Family PPH	1.62
Multi-Family PPH	1.13

[3] Assumption based on a person being at home for 100 hours a week (10-14 hours per day during the week day and 20-30 hours during the weekend) giving an occupancy factor of 60% or 0.60 (11 / 168)

[4] Growth in housing unit based on the City's current development plans.

City of Cocoa Beach
2025 Municipal Impact Study
Exhibit 2: Non-Residential Functional Population

ITE		ITE CODE	Number of Parcels	Number of Rooms/Beds [1]	Bldg Sq Ft	Impact Unit	Trips per Unit per Day	One Way Factor (50%)	Occupants per Trip per Day: Employees	Occupants per Trip per Day: Visitors	People per Unit per Day: Employees	People per Unit per Day: Visitors	Visitor hours per Trip	Business hours	Days per Week	Weekly Hours per Unit: Per Employee	Weekly Hours per Unit: Per Visitor	Weekly Hours per Unit: Total Hours	Functional Pop. Coefficient	2025 Functional Population	2035 Square Feet [2]	2035 Functional Population
					[a]		[b]	[c]	[d]	[e]	[f]	[g]	[h]	[i]	[j]	[k]	[l]	[m]	[n]	[o]		
Retail / Commercial		820	173	0	1,031,549	1,000 Sq Ft	37.01	18.51	1.00	1.49	2.12	24.46	1.00	12.00	7.00	178.46	171.22	349.69	2.0815	2,147.00		
Office / Institutional		710	401	422	749,452	1,000 Sq Ft	10.84	5.42	1.00	1.49	3.26	3.23	1.00	12.00	5.00	195.32	16.16	211.48	1.2588	943.00		
Hotel / Motel	[3]	310	54	1,799	1,065,614	Rooms	7.99	4.00	1.00	1.66	0.56	5.71	1.00	16.00	7.00	62.40	39.97	102.38	0.6094	1,096.00		
Industrial / Warehouse		150	30	0	142,522	1,000 Sq Ft	1.71	0.86	1.00	1.66	0.34	0.86	1.00	7.00	5.00	11.85	4.29	16.14	0.0961	14.00		
Total			658	2,221	2,989,137															4,200	3,386,437	4,758

Footnotes:

[a] Summarized from property data obtained from the Brevard County Property Appraiser in August 2025.
[b] From 11th Edition ITE Manual
[c] This factor is used to divide the trip rate in half which provides the basis for estimating victors per day per impact unit
[d] Assumed one employee per trip
[e] From 2017 National Household Travel Survey, vehicle occupancy by trip purpose
[f] From 11th Edition ITE Manual per employee
[g] = ([c] -([f]/[d]))*[e]
[h] Time assumption per visitor
[i] Time assumption per employee
[j] Time assumption
[k] = [f] * [i] * [j]
[l] = [g] * [h] * [j]
[m] = [k] + [l]
[n] = [m] / (24*7)
[o] = [n] * [a] / 1000

[1] Number of hotel / motel rooms comes from contacting each facility. Number of Beds for ALFs comes from Florida Health Finder.

[2] Growth in non-residential square footage based on known development plans within the City over the next ten years.

[3] The functional population was determined by multiplying the functional population coefficient by the existing number of rooms.

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(1) This section may be cited as the "Florida Impact Fee Act."

(2) The Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth. The Legislature further finds that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction. Due to the growth of impact fee collections and local governments' reliance on impact fees, it is the intent of the Legislature to ensure that, when a county or municipality adopts an impact fee by ordinance or a special district adopts an impact fee by resolution, the governing authority complies with this section.

(3) For purposes of this section, the term:

(a) "Infrastructure" means a fixed capital expenditure or fixed capital outlay, excluding the cost of repairs or maintenance, associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of at least 5 years; related land acquisition, land improvement, design, engineering, and permitting costs; and other related construction costs required to bring the public facility into service. The term also includes a fire department vehicle, an emergency medical service vehicle, a sheriff's office vehicle, a police department vehicle, a school bus as defined in s. 1006.25, and the equipment necessary to outfit the vehicle or bus for its official use. For independent special fire control districts, the term includes new facilities as defined in s. 191.009(4).

(b) "Public facilities" has the same meaning as in s. 163.3164 and includes emergency medical, fire, and law enforcement facilities.

(4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:

(a) Ensure that the calculation of the impact fee is based on a study using the most recent and localized data available within 4 years of the current impact fee update. The new study must be adopted by the local government within 12 months of the initiation of the new impact fee study if the local government increases the impact fee.

(b) Provide for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund.

(c) Limit administrative charges for the collection of impact fees to actual costs.

(d) Provide notice at least 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A local government is not required to wait 90 days to decrease, suspend, or eliminate an impact fee. Unless the result is to reduce the total mitigation costs or impact fees imposed on an applicant, new or increased impact fees may not apply to current or pending permit applications submitted before the effective date of a new or increased impact fee.

(e) Ensure that collection of the impact fee may not be required to occur earlier than the date of issuance of the building permit for the property that is subject to the fee.

(f) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.

(g) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction.

(h) Specifically earmark funds collected under the impact fee for use in acquiring, constructing, or improving capital facilities to benefit new users.

(i) Ensure that revenues generated by the impact fee are not used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or nonresidential construction.

(5)(a) Notwithstanding any charter provision, comprehensive plan policy, ordinance, development order, development permit, or resolution, the local government or special district that requires any improvement or contribution must credit against the collection of the impact fee any contribution, whether identified in a development order, proportionate share agreement, or any form of exaction related to public facilities or infrastructure, including monetary contributions, land dedication, site planning and design, or construction. Any contribution must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made.

(b) If a local government or special district does not charge and collect an impact fee for the general category or class of public facilities or infrastructure contributed, a credit may not be applied under paragraph (a).

(6) A local government, school district, or special district may increase an impact fee only as provided in this subsection.

(a) An impact fee may be increased only pursuant to a plan for the imposition, collection, and use of the increased impact fees which complies with this section.

(b) An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.

(c) An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.

(d) An impact fee increase may not exceed 50 percent of the current impact fee rate.

(e) An impact fee may not be increased more than once every 4 years.

(f) An impact fee may not be increased retroactively for a previous or current fiscal or calendar year.

(g)1. A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations established under paragraph (b), paragraph (c), paragraph (d), or paragraph (e) by establishing the need for such increase in full compliance with the requirements of subsection (4), provided the following criteria are met:

a. A demonstrated-need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations.

b. The local government jurisdiction has held at least two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).

c. The impact fee increase ordinance is approved by a unanimous vote of the governing body.

2. An impact fee increase approved under this paragraph must be implemented in at least two but not more than four equal annual increments beginning with the date on which the impact fee increase ordinance is adopted.

3. A local government may not increase an impact fee rate beyond the phase-in limitations under this paragraph if the local government has not increased the impact fee within the past 5 years. Any year in which the local government is prohibited from increasing an impact fee because the jurisdiction is in a hurricane disaster area is not included in the 5-year period.

(7) If an impact fee is increased, the holder of any impact fee credits, whether such credits are granted under s. 163.3180, s. 380.06, or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established. If a local government adopts an alternative transportation system pursuant to s. 163.3180(5)(i), the holder of any transportation or road

impact fee credits granted under s. 163.3180 or s. 380.06 or otherwise that were in existence before the adoption of the alternative transportation system is entitled to the full benefit of the intensity and density prepaid by the credit balance as of the date the alternative transportation system was first established.

(8) A local government, school district, or special district must submit with its annual financial report required under s. 218.32 or its financial audit report required under s. 218.39 a separate affidavit signed by its chief financial officer or, if there is no chief financial officer, its executive officer attesting, to the best of his or her knowledge, that all impact fees were collected and expended by the local government, school district, or special district, or were collected and expended on its behalf, in full compliance with the spending period provision in the local ordinance or resolution, and that funds expended from each impact fee account were used only to acquire, construct, or improve specific infrastructure needs.

(9) In any action challenging an impact fee or the government's failure to provide required dollar-for-dollar credits for the payment of impact fees as provided in s. 163.3180(6)(h)2.b., the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee or credit meets the requirements of state legal precedent and this section. The court may not use a deferential standard for the benefit of the government.

(10) Impact fee credits are assignable and transferable at any time after establishment from one development or parcel to any other that is within the same impact fee zone or impact fee district or that is within an adjoining impact fee zone or impact fee district within the same local government jurisdiction and which receives benefits from the improvement or contribution that generated the credits. This subsection applies to all impact fee credits regardless of whether the credits were established before or after June 4, 2021.

(11) A county, municipality, or special district may provide an exception or waiver for an impact fee for the development or construction of housing that is affordable, as defined in s. 420.9071. If a county, municipality, or special district provides such an exception or waiver, it is not required to use any revenues to offset the impact.

(12) This section does not apply to water and sewer connection fees.

(13) In addition to the items that must be reported in the annual financial reports under s. 218.32, a local government, school district, or special district must report all of the following information on all impact fees charged:

(a) The specific purpose of the impact fee, including the specific infrastructure needs to be met, including, but not limited to, transportation, parks, water, sewer, and schools.

(b) The impact fee schedule policy describing the method of calculating impact fees, such as flat fees, tiered scales based on number of bedrooms, or tiered scales based on square footage.

(c) The amount assessed for each purpose and for each type of dwelling.

(d) The total amount of impact fees charged by type of dwelling.

(e) Each exception and waiver provided for construction or development of housing that is affordable.

(14) A local government, school district, or special district may not assess an impact fee for the reconstruction or replacement of a previously existing structure if the replacement structure is of the same land use as the original structure and does not increase the impact on public facilities beyond that of the original structure. However, if the replacement structure increases the demand on public facilities due to a significant increase in size, intensity, or capacity of use, a local government, school district, or special district may assess an impact fee in an amount proportional to the difference in the demand between the replacement structure and the original structure. Any such fee must be reasonably connected to, or have a rational nexus with, the need for additional capital facilities and the increased impact generated by the reconstruction or replacement of a previously existing structure.

History.—s. 9, ch. 2006-218; s. 1, ch. 2009-49; s. 5, ch. 2009-96; s. 5, ch. 2011-14; s. 1, ch. 2011-149; s. 1, ch. 2019-106; s. 5, ch. 2019-165; s. 5, ch. 2020-27; s. 1, ch. 2020-58; ss. 1, 2, ch. 2021-63; s. 3, ch. 2024-266; s. 4, ch. 2025-177; s. 3, ch. 2025-190.

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ARTICLE XIII. IMPACT FEES

ARTICLE XIII. – IMPACT FEES

Sec. 2-130.- Authority.

In order to defray the cost of new or expanded Police, Fire, and Public Facility capital facilitite and equipment attributable to new construction, impact fees are levied on such construction in accordance with the provisions of this article and Sec. 163.31801, Fla. Stat.

The impact fees adopted herein are intended to ensure that new development bears a proportionate share of the cost of capital facilities required to maintain adopted levels of service, without imposing an undue burden on existing development.

For purposes of this article, "Public Facilities" include general government facilities and related capital assets analyzed and identified in the City's most recent municipal impact fee study, including but not limited to City Hall, administrative facilities, public works facilities, and associated capital equipment.

Sec. 2-131. – Applicability and Exemptions.

The impact fees imposed by this article shall apply to all new construction within the city, except the following:

(1) Expansion of a residential dwelling unit, so long as no new dwelling unit is created thereby.

(2) Remodeling, repair, rebuilding or restoration of any structure, so long as no increase in impact units, dwelling units or other measurable demand on Police, Fire, or Public Facilities, as determined by the city manager or designee and subject to the appeal to the city commission by an aggrieved applicant, is caused thereby.

(3) Construction of any nonresidential structure by any agency of federal, state or local government.

Sec. 2-132. – Schedule and amendments.

Impact fees upon new construction shall be established and are imposed and levied to defray the cost of capital expenditures attributable to Police, Fire, and Public Facility services necessitated by new development. The amounts of the impact fees are contained in Appendix 1 to this code. The city commission may, from time to time, revise the amounts of the impact fees by ordinance, provided that any such revision is supported by an impact fee study or update constituting competent substantial evidence demonstrating compliance with Sec. 163.31801, Fla. Stat.

Sec. 2-133. – Payment and credits.

(1) The impact fees imposed by this article shall be paid in legal tender unless the city commission accepts an in-kind contribution of real or personal property for public use which serves the same public purposes as those for which the impact fees are imposed. Credit for such in-kind contribution shall be based upon the fair market value of that property as of the date the city commission accepts such offer of dedication. The appraised value of the property shall be verified by at least one competent independent opinion thereof and shall be subject to review and acceptance by the city commission.

(2) All impact fees shall be paid by certified funds at the time of issuance of a building permit for such new construction unless otherwise authorized by law.

Sec. 2-134. - Partial waiver authorized; impact fee reductions.

(1) The city commission may waive all or any portion of an impact fee required by this article, if privately supplied police, fire, or public facility capital facilitates or equipment provided for the sole use of the residents or occupants of a project are of such a nature as to demonstrably reduce the project's impact upon the city's capital needs for expansion of that particular public service. The amount waived under the authority of this provision shall not exceed the actual cost of such facilities, or one-half of the applicable impact fee, whichever is less, credited against that category of impact fees receiving such reduced impact.

(2) The public facilities impact fee reduction for a residential project shall be based upon a minimum of 35 square feet of enclosed recreation area per dwelling unit and a maximum of 200 square feet of enclosed recreation area per dwelling unit. If those conditions are fulfilled, the waiver of one-half of the parks and recreation impact fee shall be granted.

(3) No waiver or reduction shall be granted unless the city commission finds that the waiver maintains compliance with the rational nexus requirements of section 163.31801, Florida Statutes, and that the remaining impact fee, if any, is proportionate to the impacts of the development.

Sec. 2-135. - Capital expansion trust funds.

(1) *Established.* The following capital expansion trust funds are hereby established:

(a) Police protection capital expansion special revenue fund;

(b) Fire protection capital expansion special revenue fund; and

(c) Public Facilities capital expansion special revenue fund;

(2*) Collection; deposit*. Upon collection of the applicable impact fees imposed by this article, the same shall be earmarked to ensure that the impact fees are ultimately expended in connection with the improvements for which they were paid, by crediting the impact fees to the appropriate capital expansion trust fund or account. The designation and establishment of any capital expansion trust fund or account shall not be construed to require the establishment of any completely independent, self-balancing funds or accounts, as such terms are commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of the impact fees collected for certain purposes. The impact fees and interest earnings may be deposited immediately upon collection in three separate interest-bearing bank accounts established in the names of each of the capital expansion trust funds or accounts; a single, interest-bearing bank account; an interest-bearing bank account in which other funds of the city are on deposit; or any combination of the foregoing; provided that, in each case, the account or funds are with a depository authorized to receive deposits of city funds and

that standard accounting records are maintained to reflect the earmarking of the monies therein for the various purposes of the capital expansion trust funds or accounts. The capital expansion trust funds or accounts shall be maintained on the books of the city as separate and distinct from all other funds and accounts of the city. Interest earned on the impact fees shall be credited to each of the capital expansion trust funds or accounts in the appropriate percentages.

(3) *Use.*

(a) Funds credited to each capital expansion account shall be used only for the purpose of expansion or acquisition of capital facilities or equipment for the particular service named in each account, including, but not limited to:

1. Land acquisition, including any cost of acquisition or condemnation; and
2. Fees for professional services;
3. Design and construction preparation;
4. Site development;
5. Any permitting or application fees;
6. Relocating utilities;
7. Landscaping;
8. Construction management and inspection;
9. Surveying, soils, and materials testing;
10. Acquisition of qualified apparatus, vehicles, and equipment; and

Expenditures from each account shall be specifically approved by the city commission, shall be limited to the expansion or acquisition of such capital facilities, or for payments, including sinking fund payments, on bonds or other certificates of indebtedness executed for the purpose of expansion or acquisition of those facilities or equipment. Before authorizing an expenditure from any one of these trust accounts, the city shall determine that:

1. The expenditure is for capital facilities or equipment to be used for the purpose of such account;
2. The expenditure is required by new construction from which such funds were collected; and
3. The expenditure will result predominantly in a special benefit to new construction, as opposed to pre-existing uses.

(b) The city shall have the right to modify or delete any of the proposed capital improvements or expenditures within each of the general categories of the improvements and specialized equipment reflected in any impact fee study report upon which the fees imposed in this division are based or to add capital improvements or expenditures within those general categories, provided that the total amount of impact fees credited to each of the applicable capital expansion trust funds or accounts is ultimately expended for the purposes of such capital expansion trust funds or accounts in the amount set forth in Sec.2-132.

Sec. 2-136. - Capital expansion plans.

(1) The city commission shall adopt a capital improvement plan that incorporates each such trust account established in this article. Such plans shall be reviewed annually during the budget review process.

(2) The impact fees imposed hereby shall be reviewed annually. At such time the city commission shall analyze the projected construction and associated impact fee revenue generated by that construction, as well as the cost of any new or expanded capital facilities and equipment of police, fire and public facility services to ensure continued compliance with Sec. 163.31801, Fla. Stat.

ORDINANCE 1709

AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, RELATING TO MUNICIPAL IMPACT FEES; CREATING A NEW ARTICLE XIII, "IMPACT FEES" IN CHAPTER 2 "ADMINISTRATION' OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BEACH, ESTABLISHING POLICE, FIRE, AND PUBLIC FACILITY IMPACT FEES BASED ON THE 2026 MUNICIPAL IMPACT FEES STUDY PREPARED BY RAFTELIS FINANCIAL CONSULTANTS, INC.; PROVIDING FOR FINDINGS; DIRECTING THE PROVISION OF NOTICE OF IMPACT FEE RATES; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, LIBERAL CONSTRUCTION, AND AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution and Chapter 166, Florida Statutes, provide municipalities with broad home rule powers, including the authority to impose and collect impact fees; and

WHEREAS, Section 163.31801, Florida Statutes, known as the Florida Impact Fee Act, establishes uniform standards for the adoption of impact fees and requires that such fees satisfy the dual rational nexus test, which requires (1) the fees are proportional to the impacts of the development, (2) the fees are based on levels of service that are no higher than that currently provided to existing development; and (3) new development does not pay twice for the same level of service, once through impact fees and again through other taxes or fees; and

WHEREAS, Section 166.041, Florida Statutes, prescribes the procedures for adoption of ordinances by municipalities, and the City has complied with all such requirements, including preparation and consideration of a Business Impact Estimate, which was timely posted, considered prior to adoption, and made available for public inspection; and

WHEREAS, in 2026, Raftelis Financial Consultants, Inc. prepared the *City of Cocoa Beach Impact Fee Study*, which analyzed existing and projected levels of service, capital facility needs, and cost allocations for police, fire, and public facilities, and which constitute competent substantial evidence supporting the fees adopted herein; and

WHEREAS, the City of Cocoa Beach's Comprehensive Plan includes: Policy I.1.6 (issuance of development order based on sufficient public facilities and services to accommodate impacts of the development), Goal V (ensure adequate facilitate and infrastructure are in place as future development/redevelopment occurs), Objective V.1 (no development orders are issued that would result in a reduction or degradation below adopted LOS standards), Policy V.1.6 (development approvals shall be evaluated to assess the availability of public facilities/services to serve the development, and Policy I.7.2 (maintain level of service standards for parks, open space, and recreational facilities).

WHEREAS, the City Commission finds that future infrastructure improvements to the city's Police, Fire, and Public Facilities needed to accommodate new development in the city should be financed by new development in order that it contributes its fair share and not place an undue burden on existing residents;

WHEREAS, the City Commission finds that this ordinance shall not be construed to permit the collection of Police, Fire, and Public Facility impact fees in excess of the amount reasonably anticipated to offset the demand placed upon the Police, Fire, and Public Facility systems by anticipated development. Impact fee revenue shall be limited to fund capital construction and equipment, not for funding operational costs or salaries;

WHEREAS, the City Commission finds the impact fees collected pursuant to this ordinance may be used to pay existing debt related to the construction of infrastructure or for previously approved capital projects. The Commission legislatively finds and determines that this infrastructure or previously approved capital projects that are funded by these impact fees are proportional and have a rational nexus to the impacts generated by new development that contributes impact fees towards the funding of these facilities and that available capacity to serve

those properties from the debt funded infrastructure from previously approved projects; and

WHEREAS, the City Commission finds that adoption of the proposed impact fees is necessary and in the best interest of the public health, safety, and welfare, ensures that new development bears a proportionate share of required capital facility costs, and is supported by competent substantial evidence in the record.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF CITY OF COCOA BEACH, FLORIDA

SECTION 1. Legislative Intent. The above Whereas clauses are true and correct and form the legislative intent of this ordinance.

SECTION 2. Enactment. A new Article XIII, of Chapter 2 of the Code of Ordinances of the City of Cocoa Beach is hereby created to read as set forth in the attached Exhibit "A". with underlined text added, and ~~stricken~~ test deleted.

SECTION 3. Conflicts. All ordinances, resolutions, official determinations, or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this Ordinance are repealed to the extent inconsistent herewith.

SECTION 4. Codification**.** The provisions of this Ordinance shall be codified as and become and be made a part of the City Code of the City of Cocoa Beach.

SECTION 5. Notice of Impact Fee rates. Impact Fee rates shall be posted on the City website.

SECTION 6. Severability. If any section, sentence, clause, or other provision of this Ordinance, shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding of invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Ordinance, which shall remain in full force and effect.

SECTION 7. Effective Date. This ordinance shall take effect upon adoption.

Adopted by the City Commission on this _____day of March 2026.

ATTEST

_____
Karin Grooms, City Clerk

CITY OF COCOA BEACH

_____
Keith Capizzi, Mayor-Commissioner

ORDINANCE 1709

Appendix 1

Schedule of Impact Fees

Residential Impact Fees

Single Family:	Impact Unit	Calculated Fee
Police	Unit	$1,080.00
Fire	Unit	$1,034.00
General Government	Unit	$ 946.00

Multi-Family:	Impact Unit	Calculated Fee
Police	Unit	$ 757.00
Fire	Unit	$ 724.00
General Government	Unit	$ 663.00

Non-Residential	Impact Unit	Calculated Fee
Police		
Retail/Commercial	1,000 sq. ft.	$1,653.00
Office/Institutional	1,000 sq. ft.	$ 999.00
Hotel/Motel	Room	$ 484.00
Industrial/Warehouse	1,000 sq. ft.	$ 76.00
Fire		
Retail/Commercial	1,000 sq. ft.	$1,582.00
Office/Institutional	1,000 sq. ft.	$ 957.00
Hotel/Motel	Room	$ 463.00
Industrial/Warehouse	1,000 sq. ft.	$ 73.00
General Government		
Retail/Commercial	1,000 sq. ft.	$1,447.00
Office/Institutional	1,000 sq. ft.	$ 875.00
Hotel/Motel	Room	$ 423.00
Industrial/Warehouse	1,000 sq. ft.	$ 66.00

City of

Cocoa Beach

2026 Municipal Impact Fee Study

February 10, 2026 – Final Draft

RAFTELIS

RAFTELIS

February 10, 2026

Ms. Hana Juman
Finance Director
City of Cocoa Beach
P.O. Box 332430
Cocoa Beach, FL 32932

Subject: 2026 Municipal Impact Fee Study

Enclosed is the 2026 municipal impact fee report for your use and reference. The report herein includes an executive summary followed by technical sections regarding the calculation of each of the impact fees and additional background information. This report outlines the general methodology and circumstances faced by the City in regards to the implementation of impact fees. Adopting the fees as proposed will help minimize the burden of funding growth related projects on existing residences and businesses. Should you have any questions, please do not hesitate to contact us. We appreciate the opportunity to work with you and the City on this important project.

Respectfully Submitted,

Raftelis Financial Consultants, Inc.

Joe Williams
Vice President

Michelle Galvin
Senior Consultant

341 N. Maitland Ave, Suite 300
Maitland, FL 32751
www.raftelis.com

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Exhibit 1: Residential Functional Population
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Executive Summary

Introduction

The City of Cocoa Beach (City) has retained Raftelis Financial Consultants, Inc. (Raftelis) to develop newly calculated impact fees for police, fire, and general government. Impact fees are important sources of revenues for municipalities to help recover certain growth-related capital costs required to provide various services to new development. The calculated impact fees as summarized in this report reflect Florida case law, Florida Statutes, and generally acceptable impact fee methodologies, where applicable. This report herein outlines the methodologies, assumptions, and considerations in the development of each impact fee.

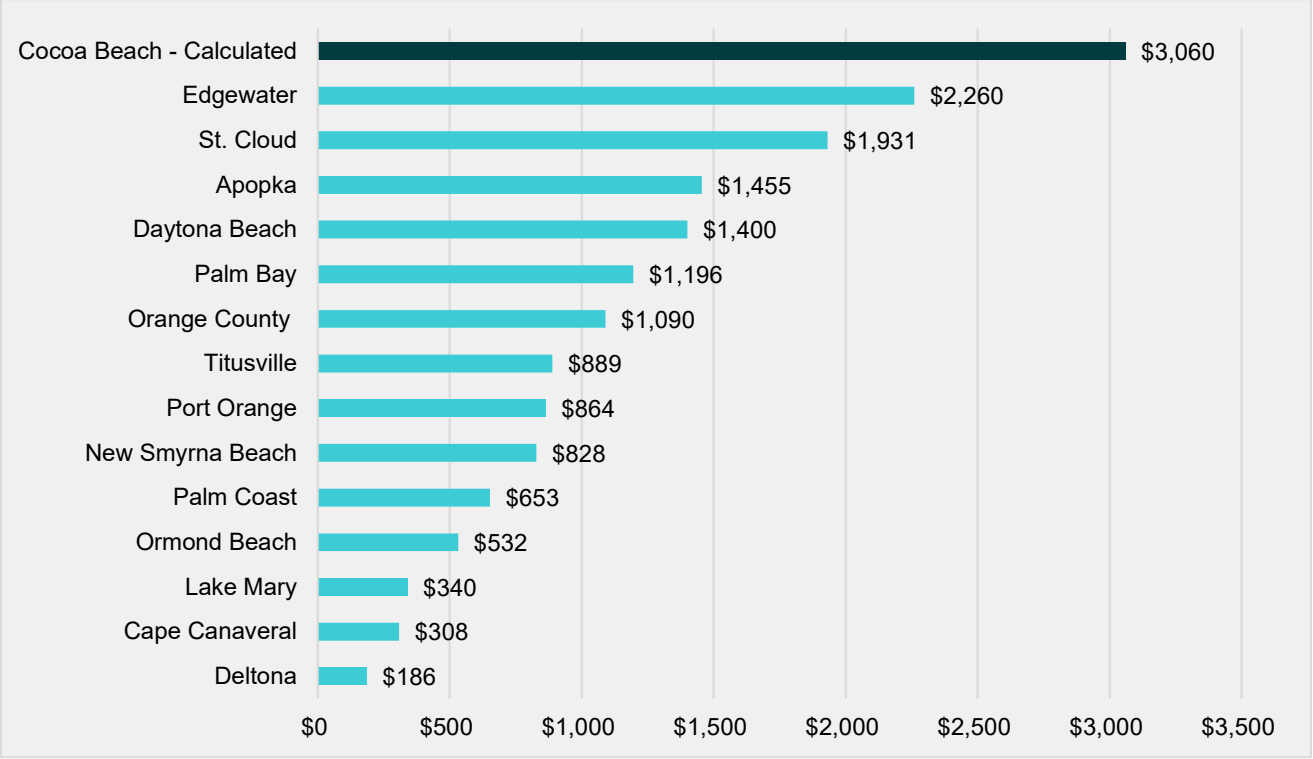
The following tables summarize the City's fully calculated impact fees based on the analysis in this report:

Table ES 1: Calculated Single Family Residential Impact Fees

Description	Calculated Fee
Police	$1,080.00
Fire	1,034.00
General Government	946.00
Total	$3,060.00

A comparison of the City's calculated fees with other municipalities are shown below for informational purposes. It should be noted that the comparison only includes impact fees for Police, Fire, and General Government services. Many communities have additional impact fees for Parks and Recreation and Transportation/Mobility impact fees that are not illustrated on the chart below.

Figure ES 1: Single Family Municipal Impact Fee Comparison



Observations and Recommendations

The following is a summary of the observations and recommendations developed by Raftelis during the course of the study:

1. The imposition of impact fees must satisfy the rational nexus requirements as determined by case law which requires impact fees to be reasonably related to the capital cost of providing capital facilities/equipment needed to accommodate needs attributable to new growth. In addition, the impact fees collected must be used by the City to address the capital costs related to serving new development. Based on the information made available by the City, the proposed impact fees are designed to meet these precedents and the requirements set forth in Florida Statutes Section 163.31801.

2. The fees developed within this report reflect the full recovery of identified costs and the City has discretion to phase-in or adopt less than the proposed fees, subject to meeting all provisions of F.S. 163.31801. However, the adoption of fees less than the full cost-recovery should be applied to all land use categories equally to maintain the correct proportion among land use categories. It should be noted that adopting less than the proposed rates would increase the reliance on general fund and other revenue sources to meet the demands of growth.

3. In compliance with Florida Statutes, the City should collect and maintain revenue collected from each type of municipal impact fee in designated sub-accounts and use such fees only on those facilities designated for each purpose.

4. The City should re-evaluate its municipal impact fees by 2030 to maintain compliance with state statutes which now limit impact fee increases to no more than every four years.

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Section 1 – Introduction

Introduction

The City of Cocoa Beach (the City) is situated on the east coast of Florida a few miles south of the Kennedy Space Center. Located in Brevard County, the City has a total area of approximately 15 square miles. The City provides a full range of municipal services, including police services, fire rescue services, and general government services. Based upon recent demographic data published by the University of Florida, Bureau of Economic & Business Research (BEBR), the City's population is estimated at 11,361 as of 2025. Based on historical growth trends and known development, it is anticipated that over the next ten years the City's population will grow to 11,649 people, representing a modest growth rate of 0.3% annually. Non-residential development within the City is expected to grow at a slightly higher rate at approximately 1.3% a year.

Impact Fee Background

Impact fees are one-time charges established to recover in whole or in part, the costs associated with infrastructure and capital equipment needed to accommodate the demands anticipated to be generated by new development. Such capital costs generally include the construction of facilities together with necessary land costs. However, the Florida Statutes governing impact fees require a minimum of five (5) year service life and therefore the impact fee calculations herein include only assets that meet this minimum. Historically, impact fees in Florida were a result of home rule powers with the requirements associated with the development, administration, accounting and expenditure governed by case law. However, in 2006, Section 163.31801 was added to the Florida Statues, which placed specific requirements and limitations on that home rule authority. This statute has been amended several times since its initial adoption, including significant additional provisions in 2021 and 2025 such as limiting the percentage increase for a change in impact fees. Exhibit 3 at the end of the report includes the full Florida impact fee statute.

Although the statute provides specific impact fee criteria, certain precedents established by case law also constitute the legal requirements associated with impact fees. Case law precedent for impact fees in Florida was originally set in the landmark Florida Supreme Court decision, Contractors and Builders Association of Pinellas County vs. City of Dunedin, Florida. In the ruling, the court identified certain conditions as necessarily present in order to have a valid impact fee. In general, the court decision addressed the following:

1. The impact fee should be reasonably equitable to all parties; that is, the amount of the fee must bear a relationship to the amount of services requested;

2. The system of fees and charges should be set up so that there is not an intentional windfall to existing users;

3. The impact fee should, to the extent practical, only cover the capital cost of construction and related costs thereto (engineering, legal, financing, administrative, etc.) for increases in or expansions of capacity or capital requirements that are required solely due to growth. Therefore, expenses due to normal renewal and replacement of a facility (e.g., replacement of a capital asset) should be borne by all users of the facility or municipality. Similarly, increased expenses due to operation and maintenance of that facility should be borne by all users of the facility; and

4. The local government must adopt a revenue-producing ordinance that explicitly sets forth restrictions on revenues (uses thereof) that the imposition of the impact fee generates. Therefore, the funds

collected from the impact fees should be retained in a separate account, and separate accounting must be made for those funds to ensure that they are used only for the lawful purposes described.

Based on the criteria provided above, the impact fees herein will: 1) include local current costs of improvements associated with the capacities needed to serve new growth; 2) not reflect costs of improvements associated with the renewal and replacement (R&R) of existing capital assets or deficiencies in level of service attributed to existing development; and 3) not include any costs of operation and maintenance of the capital improvements and equipment.

This section provides only a general background regarding impact fees. Certain circumstances and issues regarding the interpretation of specific statutes or case law should be addressed by qualified legal counsel.

Impact Fee Methods

There are three general methods for calculating impact fees. The choice of method depends primarily on the timing of infrastructure construction (past, concurrent, or future) and service characteristics of the facility type being addressed. Each method can be used simultaneously for different cost components.

Reduced to its simplest terms, the process of calculating impact fees involves two main steps: 1) determining the cost of development-related capital improvements and 2) allocating those costs equitably to various types of development. In practice, though, the calculation of impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss three common methods for calculating impact fees and how those methods can be applied.

Cost Recovery (Past Improvements)
The rationale for recoupment, often called cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new growth will benefit. This methodology is often used for utility systems that must provide adequate capacity before new development can take place.

Incremental Expansion (Concurrent Improvements)
The incremental expansion method documents current infrastructure standards for each type of public facility, using both quantitative and qualitative measures. New development pays its proportionate share to maintain current standards. This approach assumes there is no existing infrastructure deficiency or surplus capacity. Impact fee revenue will be used to expand or provide additional facilities, as needed to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments to keep pace with development.

Plan-Based Fee (Future Improvements)
The plan-based method allocates costs for a specified set of improvements to a specified amount of development. Improvements are typically identified in a long-range facility plan or capital improvement plan and development potential is identified by a land use plan. There are two options for determining the cost per service unit: (1) total cost of a public facility can be divided by total demand units (average cost), or (2) the growth-share of the public facility cost can be divided by the net increase in service units over the planning timeframe (marginal cost).

Hybrid Fee (Past Improvements And Future Improvements)
The hybrid method provides for a combination of the Cost Recovery and Plan-Based approaches. New development and re-development can occur throughout the entire City and may ultimately receive service from existing assets and infrastructure, or from new infrastructure based on the location of existing infrastructure and capacity available. As the City evaluates its ability to provide municipal services to new development it may

identify new facilities, or upgrades and expansions to existing facilities. Many cities operate municipal services, such as police, fire, and parks, as a city-wide operation where it is not practical to identify separate service areas. As such, the Hybrid approach is used to charge new development and redevelopment based on the average cost for providing the necessary municipal facilities, between past improvement and future improvements.

City of Cocoa Beach Methodology

The hybrid fee methodology has been utilized in the development of the police, fire, and general government impact fee calculations as the City has made significant investments into the existing infrastructure and has plans for future investments that benefit new development.

Outline of Report

In addition to Section 1, this report has been subdivided into four (4) other sections. The following is a brief discussion of the remaining sections included in this report.

Section 2 – Service Area and Functional Population. This section of the report provides a general discussion of the residential and non-residential land use characteristics, and development of functional population estimates for both existing and future development.

Section 3 – Police Services Impact Fee. This section includes the calculation of the proposed impact fee for the capital requirements associated with providing police services, the methodology for the proposed fees, assumptions utilized in the design of the fees, and other factors associated with the fee determination.

Section 4 – Fire/Rescue Impact Fee. This section discusses the calculation of the proposed impact fee for the capital requirements associated with providing fire/rescue services, the methodology for the proposed fees, assumptions utilized in the design of the fees, and other factors associated with the fee determination.

Section 5 – General Government Impact Fee. This section includes the calculation of the proposed impact fee for the capital requirements associated with providing general government services, the methodology for the proposed fees, assumptions and other factors associated with the fee determination.

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Section 2 – Service Area and Functional Population

Population and Development Forecast

Since impact fees are designed to recover the proportionate cost of new facilities attributed to growth, it is necessary to identify the existing population and future growth projections. Based upon recent demographic data published by the University of Florida, Bureau of Economic & Business Research (BEBR), the City's population is estimated at 11,361 as of 2025. Based on discussions with City staff, the City is expected to experience modest growth through 2035. Based on known development within the City, it is anticipated that the population will be 11,649 by 2035 representing an average growth rate of 0.3% compounded annually over the next ten years. The City expects non-residential development to grow at a slightly higher rate of 1.3% compounded annually.

Property data, which was obtained from the Brevard County Property Appraiser and provides details on the number of parcels and square feet by land-use within City limits, was used in conjunction with five-year historic housing characteristics obtained from the U.S. Census Bureau. In total, there are an estimated 8,926 residential dwelling units (including single family and multi-family) developed in the City along with approximately 2,989,137 square feet (SF) of non-residential building space. Based on the 8,926 residential dwelling units estimated from the property appraiser along with the Census data and the 2025 population estimate of 11,361, there are on average 1.27 persons per residential dwelling unit (PPHU), with single family homes having 1.62 people per housing unit (PPHU), and multi-family having 1.13 PPHU.

Functional Population Parameters

A goal of the impact fee study is to assign the capital costs associated with each service provided to new development. Two primary methods of allocating costs include 1) actual service calls based on historical records; and 2) population figures weighted and adjusted for time spent at various land uses based on traffic and other data, often referred to as "functional population". This study uses the functional population method that allocates costs using population figures weighted and adjusted for time spent at various land uses based on traffic and other data. The data for pursuing the functional population method is available in more ready to use formats and is not subject to influence from outlier situations such as call volumes over a relatively short period of time that can significantly influence cost allocation approaches.

The functional population analysis typically relies on trip data obtained through survey sources. Trip data is readily available from sources such as the Institute of Transportation Engineers (ITE) and is widely accepted for the purpose of identifying functional population by land use. This study uses the 11th Edition ITE trip generation manual. The trip data is applied to each land use along with other demographic data to establish a functional population by land use. This study uses the 11th Edition ITE trip generation manual. The trip data is applied to each land use along with other demographic data to establish a functional population by land use.

Functional population measures the number of persons at a particular location measured over a 24-hour period. For example, for single family residential a typical functional population would reflect a person at home 100 hours per week (e.g. 10-14 hours per day during weekdays and 20 -30 hours during the weekend). Based on 168 hours per week, this equates to 60% occupancy or 0.6 functional population per resident. Applying this factor to the average housing unit size throughout the City of 1.27 persons equates to 0.76 functional population per residential unit. For impact fee application purposes, it is proposed that the City charge separate impact fees for single family and multi-family on a fee per dwelling unit basis. Table 1 summarizes the existing single family and multi-family residential functional population with details shown in Exhibit 1.

Table 1: Residential Functional Population

Housing Type	2025 Population [1]	2025 Housing Units [2]	Average Housing Unit Size	Occupancy Factor [3]	Functional Population / Unit	2025 Functional Population
		(a)	(b)	(c)	(b) x (c) = (d)	(a) x (d)
Single Family	4,141	2,556	1.62	60%	0.97	2,479
Multi-Family	7,220	6,370	1.13	60%	0.68	4,332
Total	11,361	8,926	1.27	60%	0.76	6,811

[1] Population comes from the 2025 BEBR estimates. The breakout between single family and multi-family is based on the Census Bureau Table B25032 5-Year Tenure by Units in Structure for years 2019 – 2023 and Census Bureau Table B25033 5-Year Total Population in Occupied Housing Units by Tenure by Units in Structure for years 2019 – 2023.
[2] 2025 housing units estimated using the Brevard County Property Appraiser data as obtained in September 2025.
[3] Amount assumes 100 hours spent at home out of a 168-hour week.

For non-residential land uses, the functional population is determined through the process of applying the following attributes to each land use, typically measured per 1,000 square feet (i.e., per unit): 1) trips per unit and employees staffed per unit; 2) trip end adjustment; 3) hours worked by employees; 4) occupants per trip; 5) number of visitors, visitor hours, and visitor hours per week. Trip and employee data are primarily obtained from the ITE manual (11th Edition, 2021), and visitors and other data is obtained from sources including the 2022 National Household Travel Survey (U.S. Department of Transportation). Based on a review of the City's composition of non-residential land uses, and considering industry trends, it is recommended that the City have four (4) non-residential land use categories. The details are shown in Exhibit 2 and are summarized on Table 2 below:

Table 2: Non-Residential Functional Population

Land Use	Building Sq. Ft. [1]	2025 Functional Population
Retail / Commercial	1,031,549	2,147
Office / Institutional	749,452	943
Hotel / Motel	1,065,614	1,096
Industrial / Warehouse	142,522	14
Total	2,989,137	4,200

[1] Building square footage comes from the Brevard County Property Appraiser as obtained in September 2025.

At the end of this section there is a general description of each land use and examples of what types of developments would be recognized in each category.

Since impact fees are designed to recover the proportionate cost of new facilities attributed to growth, it is necessary to identify the existing and future development. The table below summarizes the expected residential growth in the City by year 2035, which will serve as the primary basis for cost allocations, future functional population, and impact fee levels.

Table 3: Residential Functional Population Growth

Housing Type	2025 Functional Population [1]	Functional Population / Unit [1]	2035 Housing Unit [2]	2035 Functional Population
Single Family	2,479	0.97	2,556	2,479
Multi-Family	4,332	0.68	6,624	4,504
Total	6,811	0.76	9,180	6,983

[1] Amounts as shown in Table 1.
[2] Growth in housing units based on known development as provided by the City.

As seen above, the residential functional population is estimated to increase by 172 from 6,811 to 6,983 by 2035 with the anticipated growth occurring primarily within multi-family development. While the City does have limited space available for single family development, it is largely infilling development that is difficult to predict and would occur in small quantities over the next ten years. For the purposes of the impact fee calculations in this study, it is assumed there will be no additional single family homes built within the next ten years.

Table 4: Non-Residential Functional Population Growth

Year	Building Square Feet [1]	Functional Population [2]
2025	2,989,137	4,200
2035	3,386,437	4,758

[1] Growth in non-residential square footage is based on known development as provided by the City.
[2] Functional population as detailed in Exhibit 2.

As shown above, the 2025 non-residential functional population is 4,200 and is forecasted to grow by 558 to 4,758 by 2035. The projected 2035 building square foot additions is based on known development within the City.

The following summarizes the existing and projected functional population:

Table 5: Summary of Functional Population

Land Use	2025 Functional Population	2035 Functional Population
Residential	6,811	6,983
Non-Residential	4,200	4,758
Total	11,011	11,741

The functional population assumptions used from ITE are representative of national averages. In order to localize the functional population estimates, the data is weighted using the 2022 Inflow/Outflow Report from the US Census that is specific to the City. The 2022 version of this report is the most current information available at the time of this study. The Census inflow/outflow report shows how many residents work inside and outside of the City daily as well as how many non-residents work inside the City.

According to the Inflow/Outflow Report, there are 4,368 residents from the City in the workforce. Of those, 738 work within the City and the other 3,630 work outside of the City. Using an estimated 2022 population of

11,385 from BEBR, it can be assumed that 7,017 residents are not working. It is assumed that a resident not working would spend 20 hours at home and that residents working would spend 14 hours at home. This would give a total of 201,492 residential hours (hours spent at home).

Table 6: Weighted Residential Hours

Description	Population	Demand Hours/Day	Person Hours
	(a)	*(b)*	*(c) = (a) x (b)*
2022 Population [1]	11,385		
Residential			
Residents Not Working [2]	7,017	20	140,340
Residential Work Force			
Works Inside City [3]	738	14	10,332
Works Outside City [3]	3,630	14	50,820
Total Residential Hours			201,492
Residential Share of Person Hours			67.3%
Non-Residential			
Residents Not Working [2]	7,017	4	28,068
Jobs Located in City			
Residents Working in City [3]	738	10	7,380
Non-resident Workers (inflow commuters) [3]	6,246	10	62,460
Total Non-Resident Hours			97,908
Non-Residential Share of Person Hours			32.7%
Total Person Hours Within the City			299,400

[1] Population estimate based on 2022 population estimates published by BEBR.
[2] Amount derived from subtracting the Residential Work Force from the 2022 population.
[3] Amount comes from US Census 2022 Inflow/Outflow Count for All Jobs Report.

As shown on the table above, Residential Hours account for 67.3% (201,492 / 299,400) of total daily hours spent within the City and the Non-Residential Hours accounts for 32.7% (97,908 / 299,400). These percentages are used to allocate the capital costs for police, fire, and general government impact fee calculations between residential and non-residential development for cost recovery purposes.

Land Use Descriptions

Below is a list of the residential and non-residential land uses and general descriptions:

- Single Family – Generally includes single family detached housing, town houses, duplexes, and residential buildings with less than five (5) dwelling units and mobile home units.
- Multi-Family – This land use includes residential buildings with five (5) or more dwelling units.
- Retail / Commercial (ITE 820) – Generally includes all types of retail establishments such as shopping centers, stand-alone stores, grocery stores, department stores, banks, auto repair shops, and similar stores. Additionally, this land use includes various types of restaurants and dining establishments such as fast-food restaurants, casual dining, fine dining, coffee shops, and fast casual dining.

- Office / Institutional (ITE 710) – This land use consists of various types of office building including general and medical along with institutional facilities such as religious institutions, schools, day cares, hospitals and medical facilities.

- Hotel Motel (ITE 310) – Considered a place of lodging that provides sleeping accommodations and includes suites hotel, motel, resort hotels, etc.

- Industrial / Warehousing (ITE 150) – Generally consists of light industrial, heavy industrial, industrial parks, manufacturing, warehousing, and mini-warehousing.

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Section 3 – Police Impact Fee

Introduction

The City maintains a Police Department (Police Department) to provide law enforcement services and ensure the safety and well-being of the community and residents of the City of Cocoa Beach. This section provides a discussion of the development and design of the proposed police impact fee. Included in this section is a discussion of the City's adopted level of service (LOS) standards, capital costs included as the basis for the fee determination, and the design of the fee to be applied to new growth within the City.

Existing Resources and Level of Service

The Police Department currently staffs 43.0 sworn officers, including the police chief, and 8.0 civilian support positions to serve the City's existing population of 11,361. The table below summarizes the City's existing staffing levels.

Table 7: Current Sworn Officer Staffing

Position	Staffing
Sworn Officers	
Chief of Police	1.0
Deputy Chief	1.0
Police Major	2.0
Police Lieutenant	2.0
Police Officer	31.0
Police Sergeant	6.0
Total Sworn Officers	43.0
Total Civilian	8.0
Total Police Personnel	51.0

With 42.0 full time police personnel after excluding the police chief and civilian staff, the current level of staffing achieves a Level of Service (LOS) of 3.70 officers per 1,000 population within the City's limits based on the 2025 population of 11,361. Additionally, since the impact fee methodology is based on functional population, the calculated LOS is 3.81 officers per 1,000 functional population based on the existing 11,011 functional population. While the police staffing uses a much more complex methodology based on demand, types of calls, large events and gatherings, growth expectations, area densities, types of developments, etc. the LOS is used for impact fee purposes to identify equitable allocations of the capital assets between existing and future development. The calculated impact fee will be designed to maintain the ratio of 3.81 officers per 1,000 functional population. Therefore, based on the projected 2035 functional population of 11,741, an additional 2.78 officers would be added over the next ten years. The table below illustrates the total need for police officers and the LOS achieved.

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Table 8: Existing and Projected Sworn Officers

Description	Existing	Projected Through 2035 Additional	Projected Through 2035 Total
Officers	42.00	2.78	44.78
Functional Population	11,011	730	11,741
LOS Achieved (Personnel per 1,000 FP)	3.81	3.81	3.81

Incremental Costs

Costs related to growth in the police force typically include a combination of equipping new officers with vehicles and providing the necessary facilities such as police stations. Since eligible impact fees costs are limited to capital items, certain costs are excluded from the impact fee analysis including other initial investments required such as field equipment and protective gear as well as ongoing operating and maintenance costs (salaries and benefits, etc.). Items included in the impact fee calculation have a minimum of a five-year life and are not replaced frequently.

The City must provide vehicles for existing and new officers. Based on information provided by City staff, there are 65 patrol vehicles in service for the 42 total sworn officers. This gives an existing vehicles per officer ratio of 1.55. To maintain a conservative approach, it was assumed that the Police Department would continue to maintain a spare vehicle inventory at a lower 1.10 ratio. The value of new fully equipped vehicles is based on the current acquisition cost of $66,600, as provided by the Police Department, and escalated annually by a five-year average of the Engineering News-Record (ENR) index. The cost of providing vehicles to new officers is identified on the following table.

Table 9: Cost of Vehicles for New Officers

Year	Additional Officers Added	Additional Vehicles Added [1]	Vehicle Purchase Cost [2]	Total Vehicle Costs [3]
2026	0.28	0.31	$66,600	$20,650
2027	0.28	0.31	69,124	21,430
2028	0.28	0.31	71,744	22,240
2029	0.28	0.31	74,464	23,080
2030	0.28	0.31	77,287	23,960
2031	0.28	0.31	80,217	24,870
2032	0.28	0.31	83,257	25,810
2033	0.28	0.31	86,413	26,790
2034	0.28	0.31	89,689	27,800
2035	0.28	0.31	93,089	28,860
Total	2.80	3.10		$245,490

[1] Amounts are reflective of the additional officers added multiplied by the vehicles per officer ratio of 1.10.
[2] Costs are escalated using a five-year average rate of change of the ENR index of 3.79%.
[3] Amounts shown are rounded to the nearest ten dollars.

As shown above, the total cost of additional vehicles over the next ten years is estimated at $245,490.

The total cost of the Police Department's existing vehicles is estimated using the current listing as maintained by the Fleet Department and historical costs. The average purchase year of the Police Department's existing vehicles is 2021 and the estimated cost of a patrol vehicle purchased in 2021 is $33,299 according to the City's fixed asset listing as of September 30, 2025. Multiplying the average cost per patrol vehicle of $33,299 by the existing 65 patrol vehicles gives a total existing vehicle cost of approximately $2,164,400.

In addition to vehicles, the Police Department is responsible for providing adequate building space to house the officers and support staff. The Police Department recently built a police complex in 2022 and the original cost of this facility is $9,147,000. After discussions with staff, the City does not currently have plans to significantly expand the existing facilities.

Below is a summary of the costs used to calculate the police impact fee.

Table 10: Total Police Capital Costs

Description	Amount
Existing Vehicles	$2,164,400
Additional Vehicles	245,490
Existing Facilities and Land	9,147,000
Total	$11,556,890

Impact Fee Development

In order to develop the impact fees, it is necessary to calculate the cost per functional unit. First, the total capital costs are allocated between residential and non-residential using the weighted residential hours estimates in Section 2 (Table 6).

Table 11: Allocated Police Capital Costs

Description	Total Capital Costs	% Residential [1]	% Non-residential [1]	Residential Capital Costs [2]	Non-residential Capital Costs [2]
Capital Costs	$11,556,890	67.3%	32.7%	$7,777,600	$3,779,300

[1] Amounts come from Table 6.
[2] Amounts rounded to nearest hundred dollars.

The allocated capital costs are divided by the functional population as identified in Section 2 to get a fee per functional population. Then, the residential amounts are translated back into fee per dwelling unit based on the functional population per unit.

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Table 12: Police Residential Impact Fee Calculation

Description	Residential	Non-residential [1]
Capital Costs	$7,777,600	$3,779,300
2035 Functional Population	6,983	4,758
Fee per Functional Population [1]	$1,113.79	$794.30
Single Family FP per Unit	0.97	
Calculated Single Family Impact Fee per Unit	$1,080.38	
Single Family Impact Fee per Unit	$1,080.00	
Multi-Family FP per Unit	0.68	
Calculated Multi-Family Impact Fee per Unit	$757.38	
Multi-Family Impact Fee per Unit	$757.00	

[1] Non-residential Fee per Functional Population is the basis for the Non-residential fee, as shown on Table 13.

As shown on the table above, the maximum supportable impact fees for a single family and multi-family per unit are $1,080.00 and $757.00 respectively.

In addition to the residential impact fees, a select number of non-residential land uses were identified in Section 2 with functional population factors. By applying these factors to the calculated police impact fee, the rate per unit of development for each land use is developed and provided on the table below.

Table 13: Non-Residential Police Impact Fees

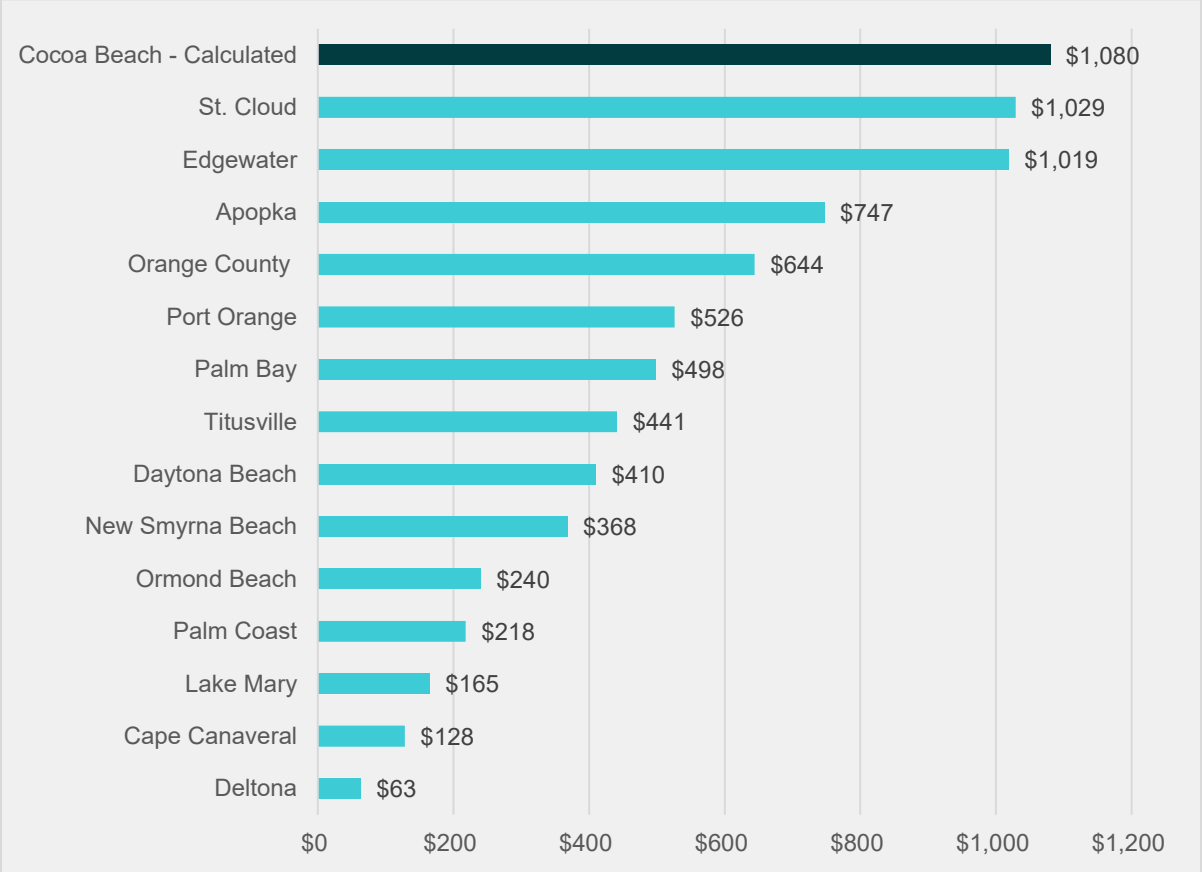
Description	Impact Unit	FP Factor	Impact Fee
Retail/Commercial	1,000 Sq Ft	2.08	$1,653.00
Office / Institutional	1,000 Sq Ft	1.26	999.00
Hotel / Model	Rooms	0.61	484.00
Industrial / Warehouse	1,000 Sq Ft	0.10	76.00

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Police Impact Fee Comparisons

The following figure compares the City's existing and calculated police impact fees for single family land uses with those imposed in other nearby communities.

Figure 1: Police Impact Fee Comparison per Single Family Residential Unit



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Section 4 – Fire Impact Fee

Introduction

The City's Fire Department (Fire Department) is responsible for responding to all fire and medical emergencies within the City and its surrounding areas. Currently, the Fire Department is comprised of 41.5 total full-time equivalent (FTE) employees, including 5.0 administrative positions.

The City's Fire Department is guided by standards published by the National Fire Protection Association (NFPA) in assessing its level of service needs. The Fire Department's primary intent is to maintain staffing levels to be able to respond to service calls within a specified time period to all developed areas within the City limits.

As the residential and commercial development within the City increases, the potential demand for fire safety services may also increase causing a need for additional fire personnel, equipment, and vehicles. This section provides an analysis for the City's consideration regarding the design of a fire impact fee based on the costs to meet demands from growth.

Department Costs

Costs related to the growth in the Fire Department typically include a combination of providing the necessary apparatus and facilities. Since eligible impact fees costs are limited to capital items, certain costs are excluded from the impact fee analysis. The excluded costs are items such as uniforms, radios, and helmets. Items included in the impact fee calculation have a minimum of a five-year life.

The City's fixed asset listing as of September 31, 2025, indicates that the Fire Department currently owns and operates four (4) apparatus including three (3) pumper trucks and one (1) ladder truck along with several support vehicles. To maintain a conservative approach, only the major apparatus have been included in the impact fee calculations. The following table shows the original cost of the fire department's existing apparatus:

Table 14: Existing Fire Apparatus and Vehicles

Description	Original Cost	Adjustments	Adjusted Cost
2014 Engine Pumper	$469,815	$0	$469,815
2019 Engine Pumper [1]	508,000	(508,000)	0
2021 Ladder Truck	1,380,000	0	1,380,000
2025 Engine Pumper	644,850	0	644,850
Total	$3,002,665	($508,000)	$2,494,665

[2] Amount adjusted as the City has plans to replace this vehicle in 2029 with a fire engine as indicated on the City's CIP summarized on Table 15.

The Fire Department currently has two fire stations within the City strategically located to keep response times within target. Fire Station 50 is located to the south off of Jimmy Buffet Memorial Highway and Station 51 is located to the north off of North Banana River Boulevard. The total original cost of Fire Station 51 is $2,127,087. Within the next five years, the City has plans to replace the existing Fire Station 50 with a new facility nearby for approximately $5,150,000. The cost of the existing Fire Station 50 has been excluded from the impact fee calculations.

Additionally, the City has plans to replace their existing 2019 Fire Engine in 2029 or 2030 for a total cost of $1,290,000. The cost of the existing 2019 Fire Engine has been excluded from the impact fee calculations.

The total costs associated with the additional facilities and vehicle are shown on the table below.

Table 15: Future Fire Facilities and Apparatus

Description	Amount
Front-Line Fire Engine	$1,290,000
Fire Station 50 Design	150,000
Fire Station 50 Construction	5,000,000
Total	$6,440,000

The table below summarizes all of the costs included in the impact fee calculation.

Table 16: Fire Capital Costs

Description	Amount [1]
Existing Vehicles	$2,494,700
Existing Facilities and Land [2]	2,127,100
Future Investments	6,440,000
Total Capital Costs	$11,061,800

[1] Amounts are rounded to the nearest hundred dollars.
[2] Amount excludes the existing Fire Station 50.

Impact Fee Development

In order to develop the impact fees, it is necessary to calculate the cost per functional unit. First, the total capital costs are allocated between residential and non-residential using the weighted residential hours estimates in Section 2 (Table 6).

Table 17: Allocated Fire Capital Costs

Description	Total Capital Costs	% Residential [1]	% Non-residential [1]	Residential Capital Costs [2]	Non-residential Capital Costs [2]
Capital Costs	$11,061,800	67.30%	32.70%	$7,444,400	$3,617,400

[1] Amounts come from Table 6.
[2] Amounts rounded to nearest hundred dollars.

The allocated capital costs are divided by the functional population to get a fee per functional population. Then, these amounts are translated back into a cost per dwelling unit for single family and multi-family residential purposes using the functional population factors of 0.97 and 0.68 respectively per dwelling unit as identified in Section 2.

Table 18: Residential Fire Impact Fee Calculation

Description	Residential	Non-residential [1]
Capital Costs	$7,444,400	$3,617,400
2035 Functional Population	6,983	4,758
Fee per Functional Population [1]	$1,066.07	$760.28
Single Family FP per Unit	0.97	
Calculated Single Family Impact Fee per Unit	$1,034.09	
Single Family Impact Fee per Unit	$1,034.00	
Multi-Family FP per Unit	0.68	
Calculated Multi-Family Impact Fee per Unit	$724.93	
Multi-Family Impact Fee per Unit	$724.00	

[1] Non-residential Fee per Functional Population is the basis for the Non-residential fee as shown on Table 19.

It is recommended that the City implement slightly rounded impact fees of $1,034.00 for single family residential units and $724.00 for multi-family residential units based on the analysis discussed above.

In addition to the residential impact fee, a select number of non-residential land uses were identified in Section 2 with functional population factors. By applying these factors to the calculated fire impact fee, the rate per unit of development for each land use is developed and provided on the table below.

Table 19: Non-Residential Fire Impact Fees

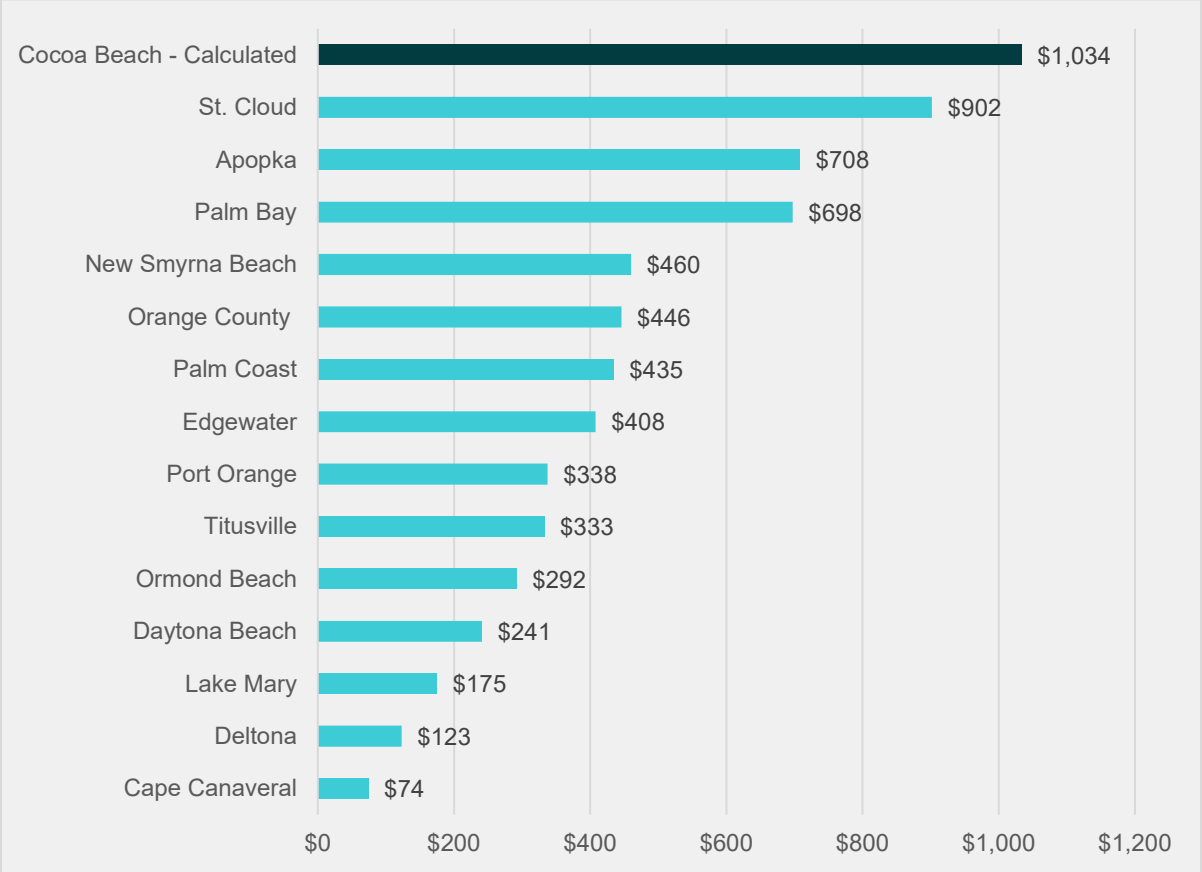
Description	Impact Unit	FP Factor	Impact Fee
Retail/Commercial	1,000 Sq Ft	2.08	$1,582.00
Office / Institutional	1,000 Sq Ft	1.26	957.00
Hotel / Model	Rooms	0.61	463.00
Industrial / Warehouse	1,000 Sq Ft	0.10	73.00

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Fire Impact Fee Comparisons

The following figure compares the City's existing and calculated fire impact fees for residential land uses with those imposed in other nearby communities.

Figure 2: Fire Impact Fee Comparison per Single Family Residential Unit



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Section 5 – General Government Impact Fee

Introduction

This section provides the development and design of general government impact fees. These impact fees support the funding and expansion of government buildings and other facilities necessitated by growth.

General Government Facilities

The City provided the fixed asset schedule as of September 30, 2025. Through discussions with staff, the public facilities included in the calculation of the general government impact fee include city hall and public works. A majority of the other facilities in the City are covered under the other impact fee categories or are revenue generating business departments and generally excluded from impact fee calculations. The table below shows a summary of the existing value of the general government facilities included in the fee calculation.

Table 20: Existing General Government Investments

Description	Amount
City Hall	$9,363,552
Public Works Facility	$757,399
Total	$10,120,951

Through a review of the City's CIP and discussions with staff, the City has recently constructed a new city hall building and does not currently have plans to expand this building or the public works facility.

Calculated General Government Impact Fees

Similarly to police and fire, the capital costs are allocated between residential and non-residential by using the weighted residential hours estimates in Section 2 (Table 6). The table below shows the allocation between residential and non-residential.

Table 21: Allocated General Government Capital Costs

Description	Total Capital Costs	% Residential [1]	% Non-residential [1]	Residential Capital Costs [2]	Non-residential Capital Costs [2]
Capital Costs	$10,121,000	67.30%	32.70%	$6,811,300	$3,309,700

[1] Amounts come from Table 6.
[2] Amounts rounded to nearest hundred dollars.

The allocated capital costs are divided by the functional population to get a fee per functional population. Then, these amounts are translated back into a cost per dwelling unit for single family and multi-family residential purposes using the functional population factors of 0.97 and 0.68 respectively per dwelling unit as identified in Section 2.

Table 22: General Government Residential Fee Calculation

Description	Residential	Non-residential [1]
Capital Costs	$6,811,300	$3,309,700
2035 Functional Population	6,983	4,758
Fee per Functional Population [1]	$975.41	$695.61
Single Family FP per Unit	0.97	
Calculated Single Family Impact Fee per Unit	$946.15	
Single Family Impact Fee per Unit	$946.00	
Multi-Family FP per Unit	0.68	
Calculated Multi-Family Impact Fee per Unit	$663.28	
Multi-Family Impact Fee per Unit	$663.00	

[1] Non-residential Fee per Functional Population is the basis for the Non-residential fee as shown on Table 31.

It is recommended that the City implement slightly rounded impact fees of $946.00 for single family residential units and $663.00 for multi-family residential units based on the analysis discussed above.

In addition to the residential impact fee, a select number of non-residential land uses were identified in Section 2 with functional population factors. By applying these factors to the calculated general government impact fee, the rate per unit of development for each land use is developed and provided on the table below.

Table 23: Non-Residential General Government Impact Fees

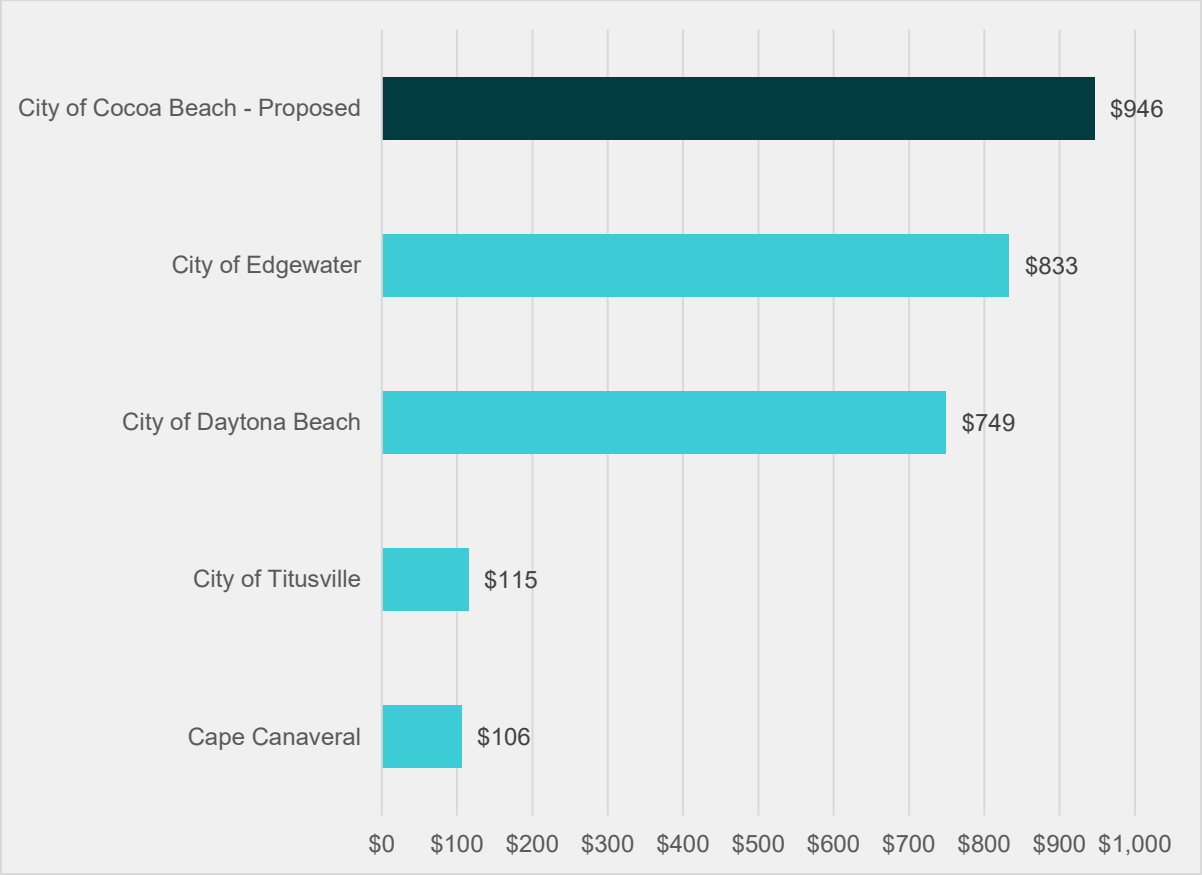
Description	Impact Unit	FP Factor	Impact Fee
Retail/Commercial	1,000 Sq Ft	2.08	$1,447.00
Office / Institutional	1,000 Sq Ft	1.26	875.00
Hotel / Model	Rooms	0.61	423.00
Industrial / Warehouse	1,000 Sq Ft	0.10	66.00

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General Government Impact Fee Comparisons

The figure below provides the comparison to other local municipalities.

Figure 3: General Government Impact Fee Comparison per Single Family Dwelling Unit



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City of Cocoa Beach City Commission
Agenda Item Summary

DEPARTMENT MAKING REQUEST/NAME: Police / Kris Kuehn, Chief Justin Grimes, Fire Chief

MEETING DATE March 19, 2026

REQUESTED MOTION/ACTION
Approve the following Dispatching Service Interlocal Agreements:

- Brevard County Sheriff's Office
- Tri-Agreement with Brevard County Commissioners/Brevard County Sheriff / Brevard County Fire Rescue
- Tyler Technology Agreement — Added **3/18/26**

Staff Representative: Kris Kuehn, Police Chief, Justin Grimes, Fire Chief
Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?
n/a

BACKGROUND:
This agenda item seeks approval to enter into an interlocal agreement with the Brevard County Sheriff's Office to transition from the City of Cocoa Beach's current municipal dispatch operations to the Brevard County Sheriff's Office centralized public safety dispatch center. The purpose of this agreement is to enhance operational efficiency, improve interagency coordination, and strengthen overall emergency response capabilities.

By joining the Brevard County Sheriff's Office centralized dispatch system, the City of Cocoa Beach will benefit from more streamlined operations through consolidated call-taking, dispatching, and technology platforms. A unified dispatch environment will improve resource allocation, ensures consistent protocols across jurisdictions, and reduces the replication of effort on certain emergency incidents.

Additionally, the transition will facilitate easier and more effective communication with surrounding law enforcement, fire, and emergency medical agencies that already operate within the County system. A shared dispatch platform allows for faster information sharing, improved situational awareness, and more coordinated responses to incidents that cross jurisdictional boundaries.

Overall, participation in the Brevard County Sheriff's Office centralized dispatch network is expected to enhance service delivery, support regional public safety collaboration, and provide a more efficient and resilient communications infrastructure for emergency response. Approval of the interlocal agreement will authorize the City to formally partner with the Brevard County Sheriff's Office to implement this transition.

LAW ENFORCEMENT DISPATCH SERVICES AGREEMENT

THIS AGREEMENT, is entered into and made effective the 1st day of April, 2026, irrespective of when signed, by and between the City of Cocoa Beach, a Florida municipal corporation, by and through its City Council, (hereinafter referred to as "Cocoa Beach") and Wayne Ivey, in his official capacity as Sheriff of Brevard County, Florida, a County Constitutional Officer and a County Charter Officer, (hereinafter referred to as "Sheriff"). The City of Cocoa Beach and Sheriff are herein collectively referred to as the "Parties" and individually referred to as a "Party."

WITNESSETH

WHEREAS, Cocoa Beach has, as one of its city departments, a police department, hereinafter referred to as the "CBPD;" and

WHEREAS, Sheriff currently has a unified dispatch center to receive calls for law enforcement services and to provide 2-way radio communications using radio frequencies assigned by the Federal Communications Commission (hereinafter referred to as the "FCC"), as well as to provide teletype services using, among other things, Florida Department of Law Enforcement computer terminals which provide access to the National Crime Information Center, (hereinafter referred to as "NCIC"), and the Florida Crime Information Center (hereinafter referred to as "FCIC"), all such services being collectively referred to herein as "law enforcement dispatch services;" and

WHEREAS, Cocoa Beach desires that Sheriff provide dispatch services to CBPD for law enforcement purposes, in accordance with the provisions of this Agreement and applicable federal and Florida laws; and

WHEREAS, Sheriff is willing to provide dispatch/teletype services to CBPD for law enforcement purposes, in accordance with the provisions of this Agreement and applicable federal and Florida laws, so long as the CBPD and its officers, all of whom are employees of Cocoa Beach, strictly abide by all of the provisions of this Agreement and applicable federal and Florida laws.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants, promises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals** The Parties acknowledge and agree that the recitals set forth above are true and correct and by this reference are hereby incorporated into this Agreement and made a part hereof.

2. **Authority for this Agreement** The Parties intend that this Agreement constitute an interlocal agreement in accordance with the provisions of Section 163.01, Florida Statutes.

3. **Obligations of Sheriff**

   a. During the term of this Agreement, which shall commence on April 1, 2026, and shall continue for a term of eighteen (18) months ending September 30, 2027, Sheriff shall provide Cocoa Beach with law enforcement dispatch/teletype services, including all supervisory, administrative and support incidental thereto, including the following:

      1) Receiving on behalf of CBPD emergency and non-emergency requests for assistance via telephone and radio, within the industry standards for Public Safety Answering Point ("PSAP") operations;

      2) Dispatching radio traffic;

      3) Judicial Process dispatching wrecker service at the request of CBPD;

      4) Providing the reproduction via link or USB or other similar media of telephone and radio traffic that is otherwise recorded; and

      5) Providing teletype functions within the standards described by the Florida Department of Law Enforcement as outlined in the FCIC/NCIC Training Manual including, but not limited to, entries, cancellations, hit confirmations, validations, criminal histories and administrative messages. Sheriff shall be the record holder and CBPD shall be the record owner with respect to the FCIC/NCIC documentation, including all original and subsequent documentation. In providing services to CBPD relative to the FCIC/NCIC functions, the following will apply as to procedures:

(a) FCIC/NCIC entries will be made with the approval from the CBPD on-duty supervisor. An entry request will be called into the Judicial Process Unit by the CBPD report writer. The information provided by CBPD to Sheriff's Judicial Process Unit, whether via telephone or in the original report, shall be used by the Judicial Process Unit to enter the record into FCIC/NCIC.

(b) The record owner shall provide original reports and supplemental reports to Sheriff's Judicial Process Unit. The record holder will store the original documents along with the entry/cancellation request form in a file cabinet located in Sheriff's Judicial Process Unit. The Judicial Process Technicians employed by Sheriff will provide hit confirmations/cancellations.

(c) When appropriate, CBPD will request the cancellation of an FCIC/NCIC record. Once a cancellation requested by CBPD has been completed, the Judicial Process Unit will notify CBPD and provide a copy of the cancellation to CBPD. The Judicial Process Unit shall retain the original report or the entry request form and the original cancellation request, which documents shall only be destroyed consistent with the public records retention schedule approved by the Florida Secretary of State in the General Records Schedules found at Rule 1B-24.003(1)(b), *Florida Administrative Code* and Florida Statutes Chapter 119.

(d) Validations will be completed on a monthly basis by the Judicial Process Unit with the assistance, if necessary, of CBPD. CBPD shall be responsible for any necessary victim, complainant, court or other appropriate contacts that need to be made to ensure the accuracy of the record. Sheriff's Judicial Process Unit shall enter the validation based on the findings provided by CBPD. The Judicial Process Unit is responsible for all validation audits.

(e) FCIC/NCIC computerized criminal history inquiries made by the Uniform Patrol Division of CBPD shall be performed with the approval from the on-duty supervisor

of CBPD. Sworn personnel assigned to the Investigations Division of CBPD can request computerized criminal histories as outlined in the FCIC/NCIC training manual.

(f) All calls, including all walk-ins, that request the non-emergency services of CBPD shall be dispatched through Sheriffs unified communication center to the CBPD patrol division, unless otherwise directed by CBPD due to its unavailability.

b. Sheriff shall have the sole authority to promulgate rules and regulations for the operation of Sheriff's communication center. CBPD and Sheriff recognize that the complexities involved in multi-agency emergency dispatching requires continuous review and improvement of the structure, system and procedures. On occasion, problems will occur. The on-duty supervisors employed by Sheriff and employed by CBPD who experience any problems or concerns shall work to resolve such issues at their level at the time that a problem or concern arises. If, however, a resolution cannot be reached at the on-duty supervisor level, Sheriff's unified communications center and/or Judicial Process and a CBPD lieutenant shall meet in an attempt to rectify any problems or concerns. If a resolution is not reached to the satisfaction of all individuals involved, or to the satisfaction of the Parties, the issue shall then be brought to the CBPD Chief of Police and BCSO Undersheriff for resolution.

c. The CBPD Chief of Police or designee and the Undersheriff or designee shall meet as necessary, for the purpose of reviewing dispatch protocols, thereby ensuring the adoption of the most professional and efficient procedures. Such review should include call taking, information routing during the dispatch process, command and control and nearest available patrol vehicle protocols.

4. **Covenants of Cocoa Beach** Cocoa Beach represents, warrants, covenants and agrees that employees of Cocoa Beach, including the sworn law enforcement officers, shall:

a. Abide by all applicable local, state, and federal laws, rules and regulations, as well as the rules and regulations of FCIC/NCIC,

with regard to the use of dispatch services provided by Sheriff;

b. Abide by all the terms and conditions of the *FDLE Criminal Justice User Agreement* bilaterally executed between the Florida Department of Law Enforcement and Sheriff, on April 17, 2023, a copy of which is attached to this Agreement as **Exhibit "A"** and by this reference incorporated herein;

c. Abide by all the terms and conditions of the *lnteragency Agreement for Criminal Justice Information Exchange, Services, and Support* bilaterally executed between the Cocoa Beach Police Department and Sheriff, on March 3, 2026, a copy of which is attached to this Agreement as **Exhibit "B"** and by this reference incorporated herein;

d. Make use of the dispatch services only for bona fide law enforcement purposes; and

e. Retain responsibility for, and be ultimately liable for, the validity and accuracy of all information or data submitted for entry into the FCIC/NCIC information systems, and to promptly notify Sheriff of any corrections, modifications, or cancellations necessary with regard to information or data entered at the request or direction of employees of Cocoa Beach into the FCIC/NCIC information systems.

5. **Property & Equipment** Cocoa Beach acknowledges and agrees that the equipment, licenses, and assets ("Assets") as listed in attached **Exhibit "C"** ("Transfer of Property and Rights and Information Technology Equipment") are currently in the possession of Cocoa Beach and agrees to transfer any and all possessory and user rights in the Assets to Sheriff upon execution of this Agreement. No consideration is to be paid by Sheriff for the Assets. Cocoa Beach agrees that Sheriff may use, trade, surplus, or destroy the Assets as it deems appropriate in furtherance of fulfilling its official law enforcement and dispatch functions and services, in accordance with this Agreement, County, State, and Federal law.

6. **Information Technology Support** Sheriff shall provide information technology (IT) support for all dispatch-related equipment and software transferred under this Agreement, including CAD systems, consoles, and

network connectivity essential for dispatch operations. IT support shall encompass routine maintenance, troubleshooting, security management, upgrades, user support, and vendor coordination as necessary.

a. Each party shall promptly notify the other of any technical issues impacting dispatch service. For issues unique to Cocoa Beach's operations, the City shall provide primary IT response, with collaborative support from Sheriff as needed for system integration.

b. For systemwide technical or network issues affecting multiple Parties or core dispatch functions, Sheriff and Cocoa Beach will respond in a timely, collaborative manner to restore and maintain service continuity.

c. Sheriff shall retain sole authority to set and enforce technology standards, manage licensing, control access consistent with CJIS/NCIC requirements, and determine the configuration and replacement of hardware or software necessary for dispatch operations.

d. Any costs for IT support, licensing, or upgrades not included in the standard service fee shall be subject to annual negotiation and agreement by the Parties.

e. The Parties shall assign designated IT liaisons to ensure prompt communication and issue escalation for dispatch technology. The City of Cocoa Beach agrees to cooperate in all audits or security reviews as required by Sheriff or FDLE.

f. Sheriff shall control access to dispatch centers or systems (including for CJIS compliance, vendor maintenance, or emergency response); Oversight for all dispatch-related IT/cybersecurity, including the right to secure, upgrade, or replace assets/software.

g. Sheriff holds ownership of all transferred equipment and software licenses, with full rights to upgrade or replace them; the City of Cocoa Beach must provide funding/reimbursement as agreed for immediate technical needs.

7. **Financial Consideration** Cocoa Beach agrees to fund Sheriff for providing services set forth in the Agreement as follows:

a. The consideration flat-fee amount payable by Cocoa Beach to Sheriff for law enforcement dispatch services provided to CBPD for the current fiscal year 25/26 shall be **WAIVED** as consideration in lieu of the asset transfer outlined in **Exhibit "C"**, Paragraph 5 and Paragraph 7(b) of this Agreement.

b. Cocoa Beach agrees to reimburse Sheriff for costs associated with the disassembly, transportation, installation and operationally required upgrades associated with the assets as specifically described in **Exhibit "C"** and Paragraph 5 above to include console version upgrades from existing SDP1 to SDP3, and XL-185M paging and advanced backup radio feature upgrades. The reimbursement will be a one-time lump sum fee of One Hundred Twenty Thousand and 00/100 Dollars ($120,000.00), payable in two equal installments of Sixty Thousand and 00/100 Dollars ($60,000.00) with the first installment due on or before the first day of May 2026 and the second due on or before the first day of June 2026.

c. The annualized consideration flat-fee amount payable by Cocoa Beach to Sheriff for law enforcement dispatch services provided to CBPD for the fiscal year 26/27 shall be One Hundred Thirty Thousand and 00/100 Dollars ($130,000.00), which will be paid on or before the first day of November 2026.

d. Notwithstanding the foregoing, the annualized consideration flat-fee amount for dispatch services shall be reviewed annually and shall be negotiated and agreed to by the Parties on or before May 31, 2027, for the following fiscal year (FY27-28). If this Agreement is terminated by either party prior to the end of the 12-month term, Sheriff shall reimburse CBPD in a fractional amount of the full payment had this Agreement not been terminated prior to the expiration date of this Agreement, the numerator of which shall be the number of days that this Agreement had been in force during the 12-month term and the

denominator of which shall be 365.

8. **Independent Relationship** Cocoa Beach and its employees, including sworn law enforcement officers of CBPD, shall at all times during the term of this Agreement be considered independent of Sheriff and not as agents or employees of Sheriff. Furthermore, Sheriff is not providing any employee of Cocoa Beach, including, but not limited to, sworn law enforcement officers of CBPD, with any law enforcement authority by virtue of this Agreement.

9. Indemnification

a. In consideration for the mutual promises set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Cocoa Beach agrees that, to the limited extent of negligence or intentional misconduct attributable to Cocoa Beach or its employees or agents (including employees assigned to CBPD), it shall indemnify, defend and hold Sheriff, his agents and employees harmless from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or as a result of the use of the dispatch services provided by Sheriff, including, but not limited to teletype services pertaining to FCIC/NCIC furnished by Sheriff. The foregoing shall not be construed as a waiver by Cocoa Beach of the right to immunity or other limitations provided pursuant to the provisions of Section 768.28, Florida Statutes. The Parties acknowledge that specific consideration has been exchanged for this provision.

b. In consideration for the mutual promises set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Sheriff agrees that, to the limited extent of negligence or intentional misconduct attributable to Sheriff or his employees or agents, it shall indemnify, defend and hold the Cocoa Beach, its agents and employees harmless from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or as a result of the dispatch services provided by Sheriff, including, but not limited to teletype services pertaining to FCIC/NCIC furnished by Sheriff. The foregoing shall not be construed as a waiver by Sheriff of the right to immunity or other limitations provided pursuant to the provisions

of Section 768.28, Florida Statutes. The Parties acknowledge that specific consideration has been exchanged for this provision.

c. The Parties hereto do not intend to violate the provisions of Section 768.28(19), Florida Statutes, and agree that the provisions of Subparagraphs 7a and 7b, above, will be unenforceable and ineffective should they be found to be in violation of Section 768.28(19), Florida Statutes, by a court of competent jurisdiction.

10. **Assignability** This Agreement may not be assigned by either party under any circumstance.

11. **Venue** The Parties agree that any action or suit brought to interpret or enforce any provision of this Agreement shall be brought exclusively in the appropriate state court having venue in Brevard County, Florida, and acknowledge that this provision was bargained for.

12. **Entire Agreement** This Agreement, and all exhibits attached hereto, constitute the entire Agreement between the Parties and supersede all prior offers, negotiations and agreements.

13. **Governing Law** This Agreement shall be governed and interpreted by, and enforced in accordance with, the laws of the State of Florida.

14. **Construction of Agreement** This Agreement has been drafted and prepared by Sheriff's attorney as a convenience, and the Parties have read and negotiated all of the language of this Agreement. The Parties acknowledge and agree that, because both Parties participated in the negotiating and drafting of this Agreement, no rule of construction shall apply to this Agreement which construes any language, whether ambiguous, unclear or otherwise, in favor of or against any party by reason of that party's role in drafting this Agreement.

15. **Savings Clause** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

16. **No Waiver** The failure of any of the Parties at any time to require performance of any provision of this Agreement shall in no manner affect the right of such party at any later time to enforce or require the same unless waived in writing. No waiver by any party of any condition of breach shall be construed or deemed to be a waiver of any other condition or any other breach of any term, covenant or warranty contained in this Agreement.

17. **Term of this Agreement** This Agreement shall be effective the 1st day of April, 2026, irrespective of when signed by the Parties, and will terminate on September 30, 2027; if not sooner terminated by either party as provided elsewhere in this Agreement. Upon the expiration of the initial term, and any renewal terms, this Agreement shall automatically renew for another one-year term unless either party gives written notice at least one hundred eighty (180) days prior to the expiration of the then current term, to the other party of such non-renewing party's intent not to renew this Agreement.

18. **Termination of this Agreement**

    a. Due to Breach: In the event that a party breaches this Agreement or is otherwise in default of any obligation, duty or tasks, the non-breaching party or non-defaulting party shall provide written notice of such breach or default to the breaching or defaulting party. The breaching or defaulting party shall cure such breach or default within thirty (30) days receipt of written notice of such breach or default. If the breaching or defaulting party fails to cure such breach or default within the thirty-day period, the non-breaching or non-defaulting party shall be authorized and empowered to serve written notice of the termination of this Agreement whereby the termination of this Agreement shall be effective thirty (30) days from the date of the notice of termination, without penalty or liability. Notwithstanding the foregoing, Sheriff shall be authorized and empowered to terminate this Agreement immediately, with no waiting period and without penalty or liability, if Sheriff determines that Cocoa Beach, including any employee of Cocoa Beach assigned to CBPD, which shall include a sworn law enforcement officer or civilian employee assigned to CBPD, has breached the provisions of this Agreement which places Sheriff in jeopardy of being able

to maintain dispatch services, including access to the Florida Department of Law Enforcement computer terminals and, thus, access to FCIC/NCIC.

b. Without Breach: Either party may terminate this Agreement for convenience, without penalty or liability, upon providing the other party with at least one hundred eighty (180) days advance written notice of the intent to terminate this Agreement.

19. **Notices** Any notices or communications required or permitted to be given pursuant to this Agreement for the purpose of administration of this Agreement and not for directing a particular law enforcement dispatch shall be in writing and shall be deemed delivered by one party to another party when personally delivered to them or placed in a depository under the control of the United States Postal Service, and mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to:

If to Sheriff:

Sheriff Wayne Ivey
Brevard County Sheriff's Office
700 Park Avenue
Titusville, Florida 32780

With a copy to:

Alan Diamond, Esq.
Chief Legal Counsel
Brevard County Sheriff's Office
340 Gus Hipp Blvd.
Rockledge, Florida 32955

If to Cocoa Beach:

Wes Mullins, City Manager
City of Cocoa Beach
2 South Orlando Ave
Cocoa Beach, Florida 32932

or such other address as shall have been furnished in writing to all of the Parties in a like manner. Refusal of the mailing by any party shall be deemed to be received in writing for purposes of this Agreement.

20. **Authorization** Cocoa Beach represents and warrants that this Agreement has been authorized and approved by the appropriate lawful action of the City Council of the City of Cocoa Beach, Florida, at a duly noticed City Council Meeting.

21. **Attorney's Fees and Costs** Should any action or suit be brought to interpret, enforce or seek damages relative to this Agreement, each party shall bear their own attorney's fees and costs, including all appellate proceedings.

22. **Filing of Copy of this Agreement** In accordance with the provisions of Section 163.01(11), Florida Statutes, an original of this fully executed Agreement shall be filed with the Clerk of the Circuit Court in and for Brevard County, Florida.

23. **Severability** To the extent any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this Agreement, and the validity and enforceability of the remainder of such provision and of this Agreement shall be unaffected, unless to do so would clearly violate the present legal and valid intention of the Parties.

24. **Force Majeure** Sheriff shall not be responsible to Cocoa Beach for nonperformance or delay in performance of the terms or conditions of this Agreement due to acts of God, acts of governments, war, riots, strikes, accidents in transportation, or other causes beyond the reasonable control of Sheriff.

25. **Non-Pledge of *Ad Valorem* Tax Revenues** This Agreement shall not be interpreted as pledging *ad valorem* tax revenues as security for this Agreement, for the payment of damages incurred pursuant to this Agreement, for any indemnification, or otherwise.

26. **Headings** The headings of Articles and Paragraphs contained in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.

27. **Sunshine Law** The Parties acknowledge that many of their communications and documentation pertaining to this Agreement may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section

281.301, Florida Statutes, and Section 119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this Agreement, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems/features, personnel schedules, duties, assignments, security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.

If the City of Cocoa Beach has questions regarding the application of Chapter 119 and 281, Florida Statutes, to the City of Cocoa Beach's duty to provide public records relating to this Agreement, the Board shall contact Sheriff's Custodian of Records at 321-264-5214, records@bcso.us, Brevard County Sheriff's Office, Attention: Records, 700 Park Avenue, Titusville, Florida 32780.

If Sheriff has questions regarding the application of Chapter 119 and 281, Florida Statutes, to Sheriff's duty to provide public records relating to this Agreement, Sheriff shall contact the City of Cocoa Beach Custodian of Records.

SPACE INTENTIONALLY LEFT BLANK

THE SIGNATURE PAGE IS THE NEXT PAGE

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement through their authorized representative on the date first hereinabove written.

Brevard County Sheriff's Office

_____ Dated: _____
Wayne Ivey, Sheriff
Brevard County, Florida

City of Cocoa Beach, Florida

_____ _____
Karin Grooms, City Clerk Wes Mullins, City Manager

Dated: _____ Dated: _____

Approved as to Form:

_____ _____
Alan Diamond, Esq. Becky Vose, PA
Chief Legal Counsel City Attorney
Brevard County Sheriff's Office Cocoa Beach

Dated:_____ Dated: _____

EXHIBIT C

Property and Rights Transfer and Information Technology Equipment

Property to be transferred to Sheriff from Cocoa Beach:

LID#	Serial	Description	Model	Site	ID#
05590331	1056573299	Dispatch Console	Symphony	CBPD	CBPD_1
05590332	1075166785	Dispatch Console	Symphony	CBPD	CBPD_2
05590335	1262692635	Dispatch Console	Symphony	CBPD	CBPD_5
05590336	1262692696	Dispatch Console	Symphony	CBPD	CBPD_6

INTERLOCAL AGREEMENT BETWEEN

THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS;

WAYNE IVEY, SHERIFF OF BREVARD COUNTY, FLORIDA;

AND

THE CITY OF COCOA BEACH

REGARDING AUTOMATIC AID

THIS AGREEMENT (the "Agreement"), is entered into this _____ day of _____, 2025, by and between the following Parties: **Brevard County,** a political subdivision of the State of Florida (hereinafter referred to as the **"County"), Wayne Ivey, in his official capacity as Sheriff of Brevard County, Florida, a County Constitutional Officer and County Charter Officer** (hereinafter referred to as **"Sheriff"** or **"BCSO"**) and the **City of Cocoa Beach,** a municipality incorporated under the laws of Florida (hereinafter referred to as the **"City").** County, Sheriff, and City are collectively referred to in this Agreement as "Parties" and individually referred to as a "Party."

WITNESSETH:

WHEREAS, the County, Sheriff, and City desire to enter into this Agreement for the purposes of allowing the County, Sheriff, and the City to share emergency resources, utilize closest unit response, BCSO to provide E911 dispatching services, and the City to provide facility use for a County ambulance, so as to better protect the lives and property of their citizens; and

WHEREAS, the County and Sheriff entered into an Interlocal Agreement recorded in OR Bk 10005 Page 1491 on March 1, 2024, (hereinafter known as "BCSO/BCC ILA") that provides that the Sheriff is responsible for the management, administration, and control of the County's fire and emergency medical dispatch operational requirements; and

WHEREAS, pursuant to the BCSO/BCC ILA, the Sheriff agreed to support BCFR operational needs through a coordinated effort to service existing dispatch contracts with municipalities and to engage in renewals including in-kind MOUs, as appropriate; and

WHEREAS, the County, Sheriff, and City find that it is in their respective best interests, and that it is in the best interest of the public health, safety and welfare of their citizens, for the County, BCSO, and City to share emergency response resources; and

WHEREAS, this Agreement is authorized pursuant to sections 125.01(1)(p) and163.01, Florida Statutes, as an interlocal agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein; the Parties agree as follows:

SECTION 1. TERM:

This Agreement will commence and be effective upon its approval and execution by the elected governing bodies of the County, the City, and BCSO and filing with the Clerk of the Circuit Court in and for Brevard County, Florida. This Agreement shall be effective for an initial two (2) year period. Following the expiration of the initial two (2) year term, this Agreement shall automatically renew for three (3) successive one (1) year periods, unless any party provides the other parties with written notice of termination of this Agreement as provided in Section 2 below. All terms and conditions hereof shall remain in full force and effect during the initial term and any other renewal periods unless this Agreement is amended as provided in Section 2 below.

SECTION 2. TERMINATION/AMENDMENT OF AGREEMENT:

2.1 This Agreement may be terminated by any party upon written notice of termination to the other parties at least ninety (90) days prior to the date of such termination.

2.2 Any party may request that this Agreement be revised. Such requests must be placed in writing and address the reason for the amendment as well as provide proposed amended language. To be deemed effective, the amendment must be approved by the County Manager or designee, BCSO designee, and the City and filed with the Clerk of the Circuit Court in and for Brevard County, Florida.

2.3 In the event that only the County or City terminates participation in this Agreement either by giving early notice or through natural expiration, the remaining participating County or City agrees to negotiate financial consideration with Sheriff for continued fire and emergency medical dispatch services within thirty (30) days of party's termination date. The remaining parties agree that if no negotiated agreement is reached within thirty (30) days of one party to this agreement's termination, the non-terminating parties will be released from their obligations herein.

SECTION 3. SERVICES PROVIDED:

Except to the extent provided herein, the County and the City agree that their respective fire rescue departments will provide primary emergency services within their own jurisdictions. BCSO agrees to provide emergency dispatch services to the City.

3.1 **Statement of Reciprocity** - The City and the County agree to share both unique and common emergency response resources for the purpose of expeditious and effective emergency service delivery to City and County citizens alike.

3.2 **E911 Dispatch Services** - BCSO agrees to provide twenty-four (24) hour, seven days a week, E911 fire ("EFD") and emergency medical dispatch ("EMD") services to the City. Services include receiving emergency calls through the Countywide E911 system, processing the call (EMD or EFD), alerting, radio communication, monitoring units during both emergency and non-emergency operations, providing access to the Brevard County Fire Rescue (BCFR) computer aided dispatch (CAD) system and providing appropriate annual statistics and reports as requested by the City. The City will provide to BCSO through the Brevard County Unified Communications Center ("UCC") predetermined unit

response assignments for the 1st , 2nd and 3rd alarm responses.

The City agrees to provide services under all auto-aid agreements between other emergency service providers and the City. The City is responsible for any and all equipment, any costs necessary to receive voice and data communications from the BCSO Dispatch Center. BCSO agrees to provide all dispatch services in accordance with the Interlocal Agreement between Wayne Ivey, Sheriff of Brevard County, Florida and The Brevard County Board of County Commissioners of Brevard County, Florida recorded in OR Bk 10005 Page 1491 (hereinafter known as "BCSO/BCC ILA"). All compensation for services rendered will be in accordance with BCSO/BCC ILA.

3.3 **Fire Station Facility Usage** - The City hereby agrees to provide the County operational use space at the City's fire station located at 50 S. Orlando Ave., Cocoa Beach FL 32931. The County shall utilize the City's fire station facility to support the operations of a County-staffed emergency response ambulance. The legal description of the City's fire station location is as follows:

28.3176199948691, -80.6103005881106 50 SOUTH ORLANDO AVENUE, COCOA BEACH FL 32951, COCOA BEACH LOTS 1 TO 5,13 TO 17 BLK 33 & VACATED ALLEY N OF LOT 13

(a) Apparatus Space - The City agrees to provide an apparatus stall space for an ambulance in the City fire station.

(b) Living Quarters - The City agrees to provide a bunkroom for County employees with a minimum of three (3) bunks for sleeping, office space, use of kitchen facilities, use of restrooms and use of day/training room.

(c) Maintenance - The County agrees to assist the City with any maintenance (including preventive) in equitable proportion to the County's utilization of the facility. This will be calculated as 10% of the total cost of maintenance and will be billed at the end of each fiscal year this contract is in effect. The bill shall be submitted in the first week of the new fiscal year. The City shall provide quarterly detailed statements to allow the County and the City to discuss optional in-kind service reimbursement referenced in 3.4.i.

(d) Insurance - The County agrees to provide insurance for County owned/operated vehicle(s) and County employees.

(e) Damage - The County agrees to repair, replace and/or reimburse the City for all damages caused to property and equipment owned by the City and resulting from the actions of County employees. The County shall cause such repair, replace and/or reimbursement to occur within a reasonable amount of time thereby affording no undue hardship to the City.

(f) Supplies - The County agrees to provide consumable station supplies for use

by County employees.

3.4 **Automatic Aid**- To provide the highest level of protection possible within the Response Area defined herein, the City and the County agree to provide Automatic Aid in a closest unit response mode for all emergency requests for service including, but not limited to, first responder medical calls, fire calls, and hazardous materials calls.

"Automatic Aid" means and refers to the automatic dispatch of, and response by, an emergency medical services unit and/or fire suppression units to an emergency within an identified service area without the limitations of a mutual aid request. Automatic Aid shall be based on a mutually agreed upon (City and County) predefined process that results in the immediate response of emergency personnel by the Responding Party to the scene of an emergency in the Receiving Party's jurisdiction on behalf of, or along with, the Receiving Party, without regard to municipal City or unincorporated County boundaries. The process shall be initiated through the Brevard County Unified Communications Center.

"Receiving Party" shall mean and refer to the authority having jurisdiction of the subject emergency location within the Response Area that is receiving automatic aid Pursuant to this Agreement.

"Responding Party" shall mean and refer to the authority responding to the request for automatic aid pursuant to this Agreement.

a) Automatic Aid Response Area (AARA) -The geographical area, in which the City and the County agree to provide closest unit response automatic aid, is identified in Appendix A, incorporated herein by reference, which area shall be referred to as the Automated Aid Response Area (or the "Response Area") and shall consist of the identified City municipal areas and the County unincorporated areas.

b) Predefined Unit Response Assignments - The City and the County shall mutually agree on predefined unit response assignments for responding to emergency events within the Automatic Aid Response Area. Closest unit response will be the single most important consideration in the development of predefined unit response assignments. The term "closest unit" shall mean all closest units, including but not limited to, fire engine, pumper, rescue unit, ladder truck, tower, squad, battalion/supervisor unit, or other support vehicles, to the emergency at hand regardless of jurisdiction. Response by fire, rescue, and other support units will be the closest units of appropriate type to provide the response to the emergency incident and will be dispatched in accordance with established fire and EMS protocols as mutually agreed upon by the Chiefs of the County, the City, and Sheriff, and as may be otherwise required by law. Communications procedures and protocols between the County, City, and Sheriff will be continually monitored and reviewed by the Fire Chiefs and Undersheriff or designee. Policy and/or operational procedures will be regularly updated to promote operational efficiencies.

c) Officer in Charge- It is further agreed that the first arriving unit will establish incident command and manage the incident in accordance with established procedures until the earlier of mitigation of the incident, or upon scene control being transferred to an officer having authority within the jurisdiction where the incident occurred. The first arriving command officer, whether County or City, will function as the incident commander. In the case where the first arriving command officer is not of the authority having jurisdiction for the area, Incident command shall be transferred to the command officer of the authority having jurisdiction upon the arrival of such command officer. While providing automatic aid in the Response Area where emergency exists, the Responding Party personnel shall be subject to the orders and directions of the officer in charge of the operations.

d) Service Standard - The Responding Party and Receiving Party shall utilize National Fire Protection Standard 1500, as defined in section 633.508, Florida Statutes, to ensure that the Incident Command System, the Personnel Accountability System and the 2 in/2 out standards are adhered to. Failure to comply with this service standard may be deemed to be a breach of this Agreement and cause for immediate termination, notwithstanding the notice provision set forth in Section 2.

e) Communication and Notification of Non-response - Should either the City or the County be unable to respond and provide automatic aid in response to an emergency call within the Response Area, the declining party shall immediately notify the Brevard County UCC.

f) Release of Responding Party - The Responding Party will be released from an automatic aid request by the Receiving Party as soon as is appropriate either based upon operational considerations or when the Receiving Party has adequate resources on scene to mitigate the emergency, as determined by the officer in charge of the scene. The authority having jurisdiction will be responsible for conducting any fire investigation.

g) The City and County agree Automatic-Aid responses to incidents will have a goal of no more than 300 for each party, per fiscal year. The Operations Chief for each agency will review responses together to work towards an appropriate efficient response model as not to cause an undue burden on the agency supplying the Automatic-Aid. Rescue response by the County to medical calls are not considered Automatic-Aid. This section may be reopened at the request of either the City or County at any time during the contractual period.

h) The County agrees to replace consumables the City utilizes on calls for service outside of the Automatic-Aid/City coverage areas. Consumables not replaced by the end of each fiscal year this contract is in effect will be billed for at the end of the fiscal year, due within 30 days. Supplies that are on backorder will be replaced when back they are back in stock and not subject to billing.

i) The County agrees to replace consumables the City utilizes on medical calls inside of the Automatic-Aid/City Coverage areas on patients for which the County provides transportation. Consumables not replaced by the end of each fiscal year this contract is in effect will be billed for at the end of the fiscal year, due within 30 days. Supplies that are on backorder will be replaced when back they are back in stock and not subject to billing.

j) The City and County agree that in-kind reimbursement, such as training, maintenance, or other equipment/items, may be substituted for accrued expenses with the agreement of the County and City. Should either party disagree the reimbursement and/or billing provisions detailed in Sections 3.3 c), 3.4 g), h), and i) shall apply.

3.5 **CJIS Requirements:** The Parties agree to abide by all CJIS security requirements, including preclusion or termination of employment for disqualified candidates or employees, background checks, fingerprints on file with FDLE for all employees, security escorts for vendors, and CJIS training for employees and vendors prior to secure information or area access.

SECTION 4. FINANCIAL CONSIDERATION:

County agrees that the provisions found in Section V. of the BCSO/BCC ILA regarding Cost Allocation and Personnel Funding including the requirement that the County provide sufficient funding to Sheriff for fire rescue and emergency medical service/hospital transport dispatch operations and personnel are applicable to this agreement and the County and Sheriff incorporate BCSO/BCC ILA Section V. into this agreement as if set forth herein.

SECTION 5. ADDITIONAL EQUIPMENT:

No additional equipment is contemplated by the City or the County for services identified in this Agreement.

SECTION 6. NOTIFICATION:

Any required notice to be provided by either party to this Agreement, other than an emergency call dispatch, shall be delivered to the other party's representative at the following locations.

Justin Grimes
Cocoa Beach Fire [CC1]Department
50 S. Orlando Ave
Cocoa Beach, FL 32931

Patrick Voltaire, Fire Chief
Brevard County Fire Rescue
1040 S. Florida Avenue
Rockledge, FL 32955

Wayne Ivey, Sheriff
Brevard County Sheriff's Office
700 S. Park Avenue
Titusville, FL 32780

With a copy to:

Wes Mullins, City Manager
City of Cocoa Beach
25 S. Orlando Ave
Cocoa Beach, FL 32955

Jim Liesenfelt , County Manager
Brevard County Manager's Office
2725 Judge Fran Jamieson Way
Viera, FL 32940

Any notice to be sent to the County, the City, or BCSO under the provisions of this Agreement shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, first-class U.S. mail, or by nationally recognized overnight courier to the last known address of the said City or the County with appropriate copies as set forth above. A mailing is deemed received at the time of hand delivery or five (5) days after mailing. Either party may unilaterally change the person to whom a mailing is to be sent or the address of said person by giving notice to the other party as provided for herein.

SECTION 7. AUDITING, RECORDS AND INSPECTION:

7.1 In the performance of this Agreement, all parties shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures, as adopted by the Department of Financial Services, as set forth in Rule 691- 51.0012, Florida Administrative Code, as amended or superseded from time to time, or the Auditor General. Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized presentative of the office and shall be retained by the City for a period of three (3) years after termination of this Agreement for accounting related records and for other public records, five (5) years after termination of this Agreement, unless otherwise required by law to be held for a longer period of time. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of Chapter 119, Section 401.30, Florida Statutes.

7.2 No reports, data, programs, or other materials produced, in whole or in part for the benefit and use of the City, County or Sheriff, under this Agreement shall be subject to copyright by the City in the United States or any other country.

7.3 The County, City, and Sheriff agree to comply promptly with any request for public records or documents made in accordance with Section 119.07, Florida Statutes.

7.4 Upon a request for public records related to this Agreement, the County, the City, or BCSO, will inform promptly the other party of the request and, upon request of the other party, provide electronic copies of the responsive public records provided, at no additional cost to the County or the City, as the case may be.

SECTION 8. JURISDICTION. VENUE AND CHOICE OF LAW:
All questions pertaining to the validity and interpretations of this Agreement shall be determined in accordance with the laws of the State of Florida. Any legal action by any party against another concerning this Agreement shall be filed In Brevard County, Florida, which shall be deemed proper jurisdiction and venue for the action, and any trial shall be nonjury.

SECTION 9. ATTORNEY'S FEES AND COSTS:
In the event of any litigation between the parties arising out of this Agreement, each party will bear its own attorney's fees and costs.

SECTION 10. SEVERABILITY:
If any section, paragraph, sentence, clause, phrase, or word of this Agreement, is for any reason held by the County to be unconstitutional, inoperative, or void, such holding will not affect the remainder of this Agreement. The remainder of this Agreement shall be effective and shall remain in force and effect, unless amended or modified by mutual consent of the parties.

SECTION 11. INDEMNIFICATION/HOLD HARMLESS:
To the extent permitted by law and subject to the limitations contained in Section 768.28, Florida Statutes, BCSO and the City shall indemnify and hold harmless the County and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees, arising out of or resulting from any services provided pursuant to this Agreement, but only to the extent such claim, damage, loss, or expense is caused in whole or in part by the negligence of or intentional acts of BCSO or the City.

To the extent permitted by law and subject to the limitations contained in Section 768.25, Florida Statutes, the County and the City shall indemnify and hold harmless BCSO and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees arising out of or resulting from any services provided pursuant to this Agreement, but only to the extent such claim, damage, loss, or expense is caused, in whole or part, by the negligence of or intentional acts of the County.

To the extent permitted by law and subject to the limitations contained in Section 768.25, Florida Statutes, the County and BCSO shall indemnify and hold harmless the City and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees arising out of or resulting from any services provided pursuant to this Agreement, but only to the extent such claim, damage, loss, or expense is caused, in whole or part, by the negligence of or intentional acts of the County.

In agreeing to this provision, no party intends to waive any defense of sovereign immunity, or limits on damage to which it may be entitled under Section 768.26, Florida Statutes or

otherwise provided by law. Nothing herein shall be construed as consent by the County, the City, or BCSO to be sued by third parties in any matter arising out of any contract. The parties acknowledge that specific consideration has been exchanged for this provision.

SECTION 12. INDEPENDENT CONTRACTORS:

The County, the City, and BCSO are each independent Contractors to one another. It is specifically understood and agreed to by and between the parties hereto that a material provision in this Agreement is that the relationship between the County, the City, and BCSO is one in which each party and its employees are independent contractors of the other party, and not as agents, employees, joint ventures, or other partners and none are entitled to any benefits of the other parties. Nothing contained herein shall be construed to be inconsistent with this relation or status or with the terms of the BCSO/BCC ILA which is incorporated by reference as if set forth herein.

SECTION 13. LIABILITY FOR EMPLOYEES/AGENTS:

Each party shall bear responsibility for any injury or loss caused by its agents, representatives, officials, employees, or volunteers (hereinafter "agents") while such agents are acting outside their jurisdiction. In no event shall either party's liability for damages exceed the monetary limits, or the type of damages recoverable, under section 768.28, Florida Statues, as that section may be amended from time to time.

SECTION 14. ASSIGNMENTS:

No Party, its assigns, or representatives shall enter into any agreement with third parties to delegate any or all the rights and responsibilities herein set forth without the prior written approval of the other parties.

SECTION 15. ENTIRE AGREEMENT:

This Agreement, including exhibits, riders, and/or addenda, if any, attached hereto, sets forth the entire Agreement between the parties. This Agreement shall not be modified except in writing and executed by all parties, except that the Fire Chiefs of the County and the City are authorized to mutually agree in writing to predefined unit response assignments as set forth in Section 3.4(b).

SECTION 16. INTERPRETATION:

All parties have had the opportunity to consult with legal counsel and to participate in the drafting of this Agreement. Consequently, this Agreement shall not be more strictly or more harshly construed against any party as the drafter hereof.

SECTION 17. PUBLIC ENTITY CRIMES:

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

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

SECTION 18. SCRUTINIZED COMPANIES:

18.1 The Parties certify that they and their subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the County may immediately terminate this Contract at its sole option if the Agency or its subcontractors are found to have submitted a false certification; or if the Agency, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this Contract.

18.2 If this Contract is for more than one million dollars, the Agency further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.

18.3 Pursuant to Section 287.135, Florida Statutes, the County may immediately terminate this Contract at its sole option if the Agency, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Agency, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the contract.

SECTION 19. NON-EXCLUSIVE CONTRACT:

The Parties acknowledge that this Contract is not an exclusive contract and the County may employ other professional or technical personnel to furnish services for the County, as the County, in its sole discretion, finds is in the public interest. The County reserves the right to assign such work to the Agency as it may approve in the sole discretion of the County.

SECTION 20. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):

20.1 All parties shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract. Upon request, the Agency shall provide acceptable evidence of their enrollment at the time of the submission of the Agency's bid. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.

20.2 All parties shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.

20.3 All parties agree to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of Agency's enrollment in the program. This includes maintaining a copy of proof of Agencies and any subcontractors' enrollment in the E-Verify Program.

20.4 Compliance with the terms of this section is made an express condition of this Contract and the County, City, or BCSO may treat a failure to comply as a material breach of this Contract.

20.5 A party who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the Agency hires or employs a person who is not eligible for employment.

20.6 Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

SECTION 21. COUNTERPARTS AND AUTHORITY:

This Contract may be executed in counterparts all of which, taken together, shall constitute one and the same Contract. Each party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that party to the obligations stated herein.

THIS SPACE INTENTIONALLY LEFT BLANK
THE NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

ATTEST:

_____
Rachel Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

_____
Rob Feltner, Chairman

As Approved by the Board on _____

Reviewed for Legal Form and Content:

_____
L. Rebecca Behl-Hill,
Assistant County Attorney

Reviewed for BCFR Content:

_____
Scott M. Jurgensen,
Deputy Fire Chief

ATTEST:

_____
Karin Grooms, City Clerk

CITY OF COCOA BEACH, FLORIDA

_____
Wes Mullins, City Manager

As approved by the City Council on _____

Reviewed for Legal Form and Content:

_____
Becky Vose, City Attorney

Reviewed for CBFD Content

_____
Justin Grimes,
Fire Chief

ATTEST:

_____

BREVARD COUNTY SHERIFF'S OFFICE
FLORIDA

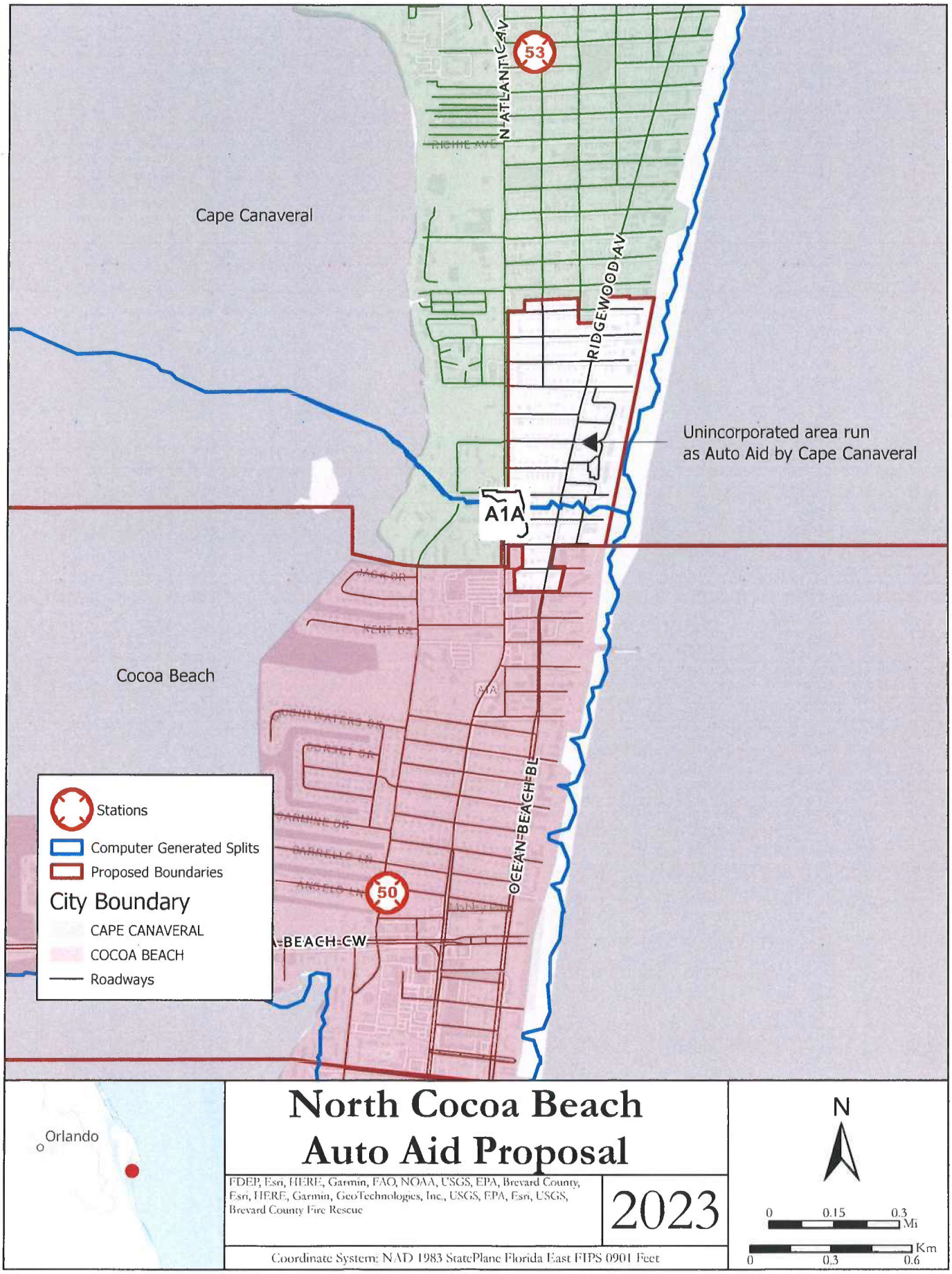
_____
Wayne Ivey, Sheriff

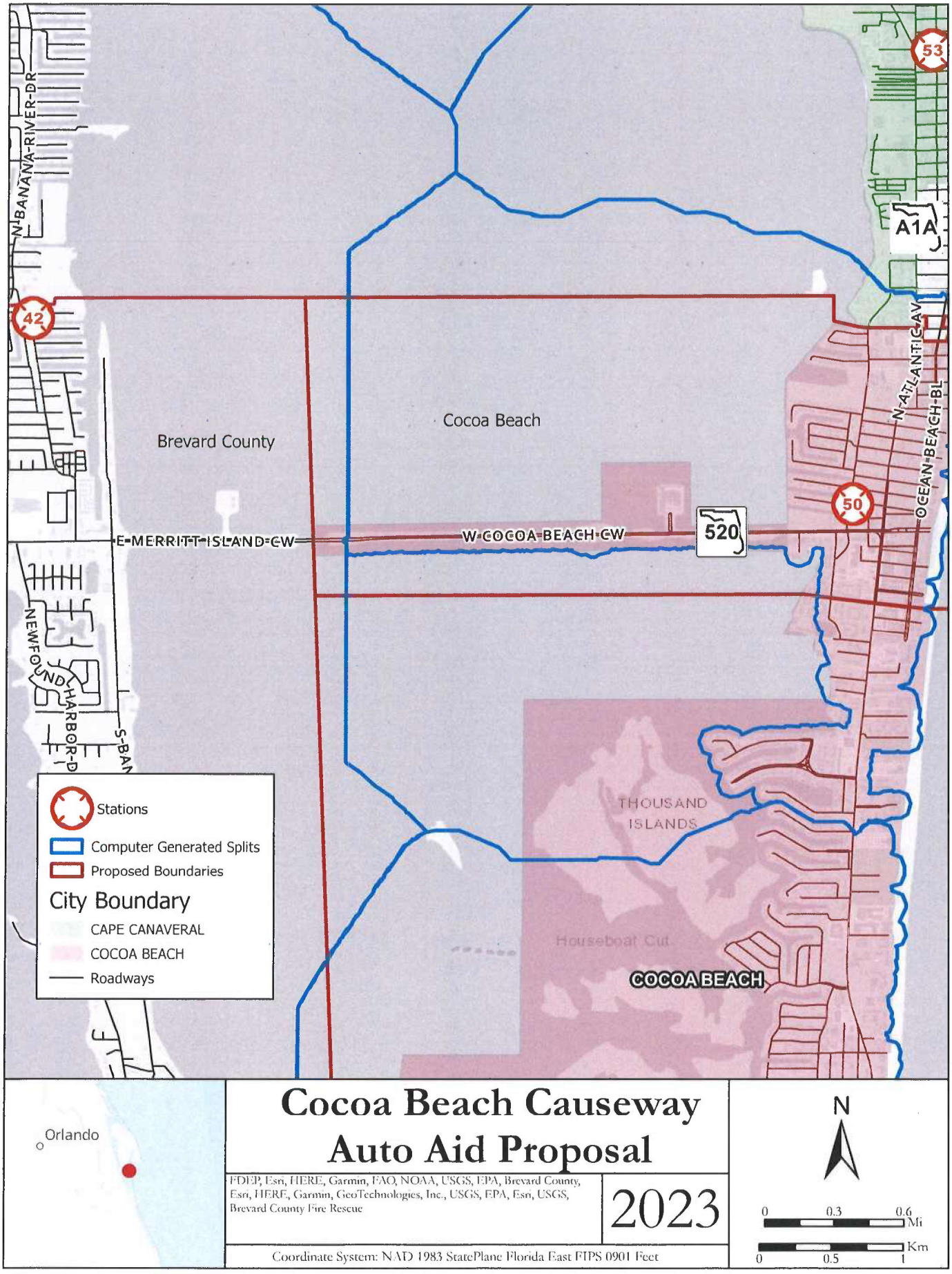
Reviewed for Legal Form and Content:

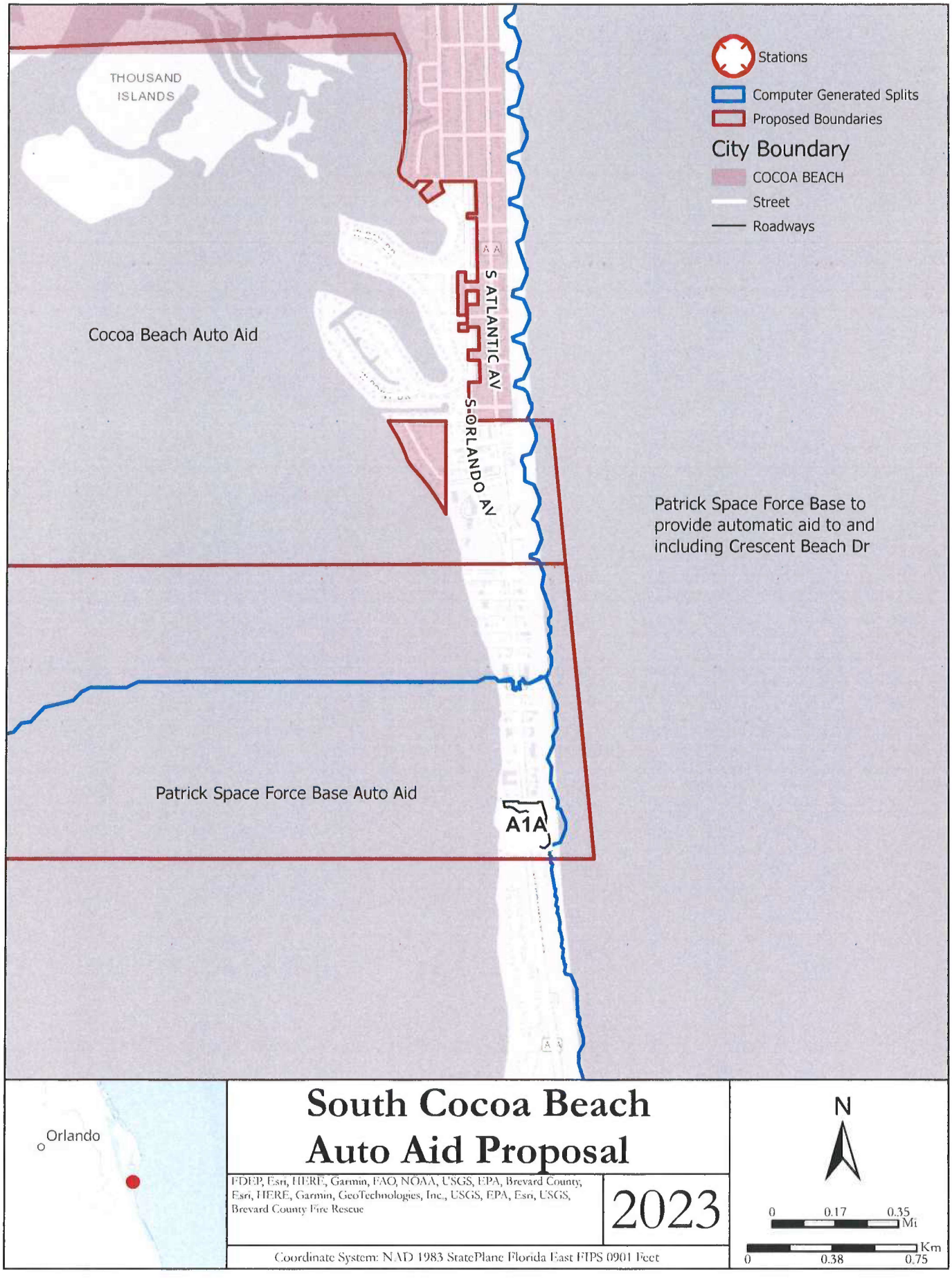
_____ Laura Moody, Chief Legal Counsel

APPENDIX A

Automatic Aid Response Area (AARA)


Cape Canaveral
Cocoa Beach
N ATLANTIC AV
RIDGEWOOD AV
OCEAN BEACH BL
A1A
53
50
Unincorporated area run
as Auto Aid by Cape Canaveral
Stations
Computer Generated Splits
Proposed Boundaries
City Boundary
CAPE CANAVERAL
COCOA BEACH
Roadways
Orlando
North Cocoa Beach
Auto Aid Proposal
FDEP, Esri, HERE, Garmin, FAO, NOAA, USGS, EPA, Brevard County, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA, Esri, USGS, Brevard County Fire Rescue
2023
Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet
N
0 0.15 0.3 Mi
0 0.3 0.6 Km


N BANANA RIVER DR
53
A1A
42
Brevard County
Cocoa Beach
N ATLANTIC AV
OCEAN BEACH BL
50
E MERRITT ISLAND CW
W COCOA BEACH CW
520
NEWFOUND HARBOR DR
S BAN
Stations
Computer Generated Splits
Proposed Boundaries
City Boundary
CAPE CANAVERAL
COCOA BEACH
Roadways
THOUSAND ISLANDS
Houseboat Cut
COCOA BEACH
Orlando
Cocoa Beach Causeway
Auto Aid Proposal
FDEP, Esri, HERE, Garmin, FAO, NOAA, USGS, EPA, Brevard County, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA, Esri, USGS, Brevard County Fire Rescue
2023
Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet
N
0 0.3 0.6 Mi
0 0.5 1 Km


THOUSAND ISLANDS
Cocoa Beach Auto Aid
S ATLANTIC AV
S ORLANDO AV
Patrick Space Force Base to provide automatic aid to and including Crescent Beach Dr
Patrick Space Force Base Auto Aid
A1A
Stations
Computer Generated Splits
Proposed Boundaries
City Boundary
COCOA BEACH
Street
Roadways
Orlando
South Cocoa Beach Auto Aid Proposal
FDEP, Esri, HERE, Garmin, FAO, NOAA, USGS, EPA, Brevard County, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA, Esri, USGS, Brevard County Fire Rescue
2023
Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet
N
0 0.17 0.35 Mi
0 0.38 0.75 Km

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the Brevard County Sheriff, with offices at 700 S. Park Ave. Bldg. J, Titusville, FL 32780 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated December 2, 2024 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the first day of the first month following the Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the Client's annual SaaS Term under the Agreement. Payment of fees and costs for such items are as follows:

    a. The SaaS Fees identified in Exhibit 1 shall be invoiced to the address below, on the first day of the first month following the Amendment Effective Date prorated for the time period commencing on such date and ending concurrently with the Client's annual SaaS Term under the Agreement. Subsequent SaaS Fees shall be invoiced in accord with the terms of the Agreement.
    b. Additional Implementation and other professional services (including training) and Project Management are billed and invoiced upon completion to the address below, at the rates set forth in the Amendment Investment Summary.
    c. Travel expenses shall be invoiced to the below address, as incurred, and only in accordance with our then-current Business Travel Policy.

2. The City of Cocoa Beach and the Cocoa Beach Police Department are added as Affiliated Organizations to the Agreement, as defined under the terms of the Agreement.

3. Cocoa Beach Police Department shall act as the payor for the items added herein and shall be invoiced at:
    Cocoa Beach Police Department
    P.O. Box 322430
    Cocoa Beach, FL 32932-2430
    Direct: (~~847~~)~~920-3501~~
    Fax: (~~847~~)~~256-2739~~

4. Nothing in this Amendment, whether express or implied, is intended to confer any rights or remedies under or by reason of the Agreement to the City of Cocoa Beach, or the Cocoa Beach Police Department. In the event the Cocoa Beach Police Department fails to pay Tyler for the services added herein, Client shall be responsible for the outstanding balance.

5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

6. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

By:

Name:

Title:

Date:

Brevard County Sheriff, FL

By: Wayne Ivey

Name: Wayne Ivey

Title: Brevard County Sheriff

Date: 3/17/2026

Acknowledged by non-party authorized agency,
The City of Cocoa Beach, FL

By:

Name:

Title:

Date:

Acknowledged by non-party authorized agency,
Cocoa Beach Police Department, FL

By:

Name:

Title:

Date:



Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Quoted By:	Craig Campbell
Quote Expiration:	8/15/26
Quote Name:	Cocoa Beach Add On to BCSO

Sales Quotation For:
City of Cocoa Beach Police Department
PO Box 322430
Cocoa Beach FL 32932-2430
Phone: +1 (321) 868-3269

Annual / SaaS

Description	Fee	Discount	Annual
Enterprise Public Safety			
Computer Aided Dispatch			
Encoder Interface	$ 2,272	$ 0	$ 2,272
Law Enforcement Records Management System			
LERMS Add-On	$ 53,235	$ 0	$ 53,235
Law Enforcement Records Management Data Mart / Includes 10+ users	$ 3,787	$ 0	$ 3,787
Public Safety Analytics (Performance Dashboard, Citizen Connect, Explorer, Analytics)	$ 13,500	$ 0	$ 13,500
Mobile			
Law Enforcement Mobile Site License	$ 11,745	$ 0	$ 11,745
-Enterprise Law Enforcement Field Mobile	$ 0	$ 0	$ 0
-LE Dispatch/Messaging/State/NCIC	$ 0	$ 0	$ 0
-Drivers License Mag Stripe Reader/Barcode Reader Interface	$ 0	$ 0	$ 0
-Mugshot Image Download	$ 0	$ 0	$ 0
-LE In-Car Mapping / AVL	$ 0	$ 0	$ 0
-LE In-Car Routing	$ 0	$ 0	$ 0
Fire/EMS Mobile Site License	$ 9,396	$ 0	$ 9,396
-Enterprise Fire Field Mobile	$ 0	$ 0	$ 0

-Fire Dispatch/Messaging	$ 0	$ 0	$ 0
-Fire In-Car Mapping / AVL	$ 0	$ 0	$ 0
-Fire In-Car Routing	$ 0	$ 0	$ 0
Field Reporting Site License	$ 11,745	$ 0	$ 11,745
-LE Field Reporting	$ 0	$ 0	$ 0
-Field Investigation Field Reporting	$ 0	$ 0	$ 0
-MCT Ticket Writer (requires Ticket Writer interface in RMS)	$ 0	$ 0	$ 0
-Stop Data Reporting (requires Stop Data in RMS)	$ 0	$ 0	$ 0
Other			
Data Archive	$ 1,500	$ 0	$ 1,500
TOTAL			**$ 107,180**

Services

Description	Quantity	Unit Price	Discount	Total
Enterprise Public Safety				
Project Management	1	$ 21,440	$ 0	$ 21,440
Decision Support Software Service	1	$ 10,850	$ 0	$ 10,850
Encoder Interface Installation	1	$ 3,720	$ 0	$ 3,720
LERMS Configuration	1	$ 5,700	$ 0	$ 5,700
Mobile Messaging and Field Reporting Configuration	1	$ 5,700	$ 0	$ 5,700
GIS Implementation Add-On	1	$ 14,820	$ 0	$ 14,820
Public Safety Analytics Installation & Remote Training	1	$ 4,500	$ 0	$ 4,500
Data Archive Conversions				$ 49,300
TOTAL				**$ 116,030**

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$ 0	$ 0
Total Annual	$ 0	$ 107,180
Total Tyler Services	$ 116,030	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Estimated Travel	$ 20,000	$ 0
Summary Total	**$ 136,030**	**$ 107,180**

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Quantity	Unit Price	Discount	Total
Enterprise Public Safety				
Conversion				
Data Archive Single Source: LERMS (up to 10 modules; includes Active Warrants and On-Hand Property imports into Enterprise LERMS)	1	$ 49,300	$ 0	$ 49,300
TOTAL				**$ 49,300**

Optional Services

Description	Quantity	Unit Price	Discount	Total
Enterprise Public Safety				
LERMS Training	1	$ 5,700	$ 0	$ 5,700
LERMS Go-Live	1	$ 5,700	$ 0	$ 5,700
Mobile Messaging and Field Reporting Training	1	$ 5,700	$ 0	$ 5,700
Mobile Messaging and Field Reporting Go-Live	1	$ 5,700	$ 0	$ 5,700
TOTAL				**$ 22,800**

Assumptions

For additional information, please visit https://empower.tylertech.com/enterprise-public-safety-specifications.html

A Command Center approach will be utilized for Records, FRMS and Mobile. The hosting and add-on agency would be required to provide front-line support personnel for the add-on agency at go-live.

The Mobile forms and workflows that are adopted by the host agency are the templates for the activity to be completed at the add-on agency. Form customization for the add-on agency to diverge from the host agency are not allowed.

An unlimited Law Enforcement Mobile Site License is included for the agencies listed on this proposal. Additional training, services, third-party software and hardware may be required depending on modules and units deployed.

An unlimited Fire/EMS Mobile Site License is included for the agencies listed on this proposal. Additional training, services, third-party software and hardware may be required depending on modules and units deployed.

An unlimited Law Enforcement Field Reporting Site License is included for the agencies listed on this proposal. Additional training, services, third-party software and hardware may be required depending on modules and units deployed.

City of Cocoa Beach City Commission
Agenda Item Summary

DEPARTMENT MAKING REQUEST/NAME: Leisure Services / Andi Segarra, Director of Leisure Service

MEETING DATE March 19, 2026

REQUESTED MOTION/ACTION
Thunder on Cocoa Beach – Request for In-Kind Sponsorship not to exceed $5,000. — This is not a budgeted item.
Requestor: Jenny Pruett, Freedom Fighter

IS THIS ITEM BUDGETED (IF APPLICABLE)?
In - kind sponsorship not to exceed $5,000 . Not a budgeted item.

BACKGROUND:
Thunder on Cocoa Beach is in-kind requesting sponsorship support from the City of Cocoa Beach for an amount not to exceed $5,000.

City of Cocoa Beach City Commission
Agenda Item Summary

DEPARTMENT MAKING REQUEST/NAME: Public Works /
Taylor Mottolo, Project Manager
Brad Kalsow, Director of Water Reclamation

MEETING DATE March 19, 2026

REQUESTED MOTION/ACTION
Discuss and provide scope for 520 Landscape Beautification Project.
Staff Representative: Taylor Mottolo, Project Manager, Brad Kalsow, Water Reclamation Director
Recommendation: Discuss

IS THIS ITEM BUDGETED (IF APPLICABLE)?
Not a budgeted item

BACKGROUND:
Landscape Architectural Services as required by FDOT & JPA

City of Cocoa Beach City Commission
Agenda Item Summary

DEPARTMENT MAKING REQUEST/NAME: City Commission / Jeremy Hutcherson

MEETING DATE March 19, 2026

REQUESTED MOTION/ACTION
Adopt Ordinance 1712 on first reading, An Ordinance of the City of Cocoa Beach, Florida, changing the start time for regular meetings of the City Commission to 6:00: providing for conflicts, severability, non-codification, and an effective date.
Commission Representative: Jeremy Hutcherson, Commissioner
Recommendation: Adopt on First Reading

IS THIS ITEM BUDGETED (IF APPLICABLE)?
n/a

BACKGROUND:
City staff members attending commission meetings have typically already worked a full work day, and remain at work thru end of commission meeting, commonly after 8:00 pm. Earlier commission meeting will support quality of life initiatives.

ORDINANCE NO. 1712

AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, CHANGING THE START TIME FOR REGULAR MEETINGS OF THE CITY COMMISSION TO 6:00; PROVIDING FOR CONFLICTS, SEVERABILITY, NON-CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Section 2.12 of the Charter of the City of Cocoa Beach provides that the dates and times of regular City Commission meetings shall be established by ordinance; and

WHEREAS, regular meetings of the City Commission are currently held on the first and third Thursdays of each month at 7:00 p.m.; and

WHEREAS, City staff members attending commission meetings have typically already worked a full work day and remain at work on city commission meeting days through the end of the meeting, commonly after 8:00 p.m.; and

WHEREAS, the City Commission desires to establish a new earlier start time for regular meetings of the City Commission while maintaining the existing meeting days; and

WHEREAS, this change in the start time of the commission meetings to 6:00 p.m. will support quality of life initiatives; and

WHEREAS, the City Commission finds that establishing an earlier meeting start time will better accommodate City staff and the public while continuing to allow meaningful public participation.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF COCOA BEACH:

SECTION 1. Regular Meeting Time Changed.

Regular meetings of the City Commission of the City of Cocoa Beach shall be held on the first and third Thursdays of each month beginning at 6:00 p.m., unless otherwise rescheduled, cancelled, or changed by the City Commission in accordance with law.

SECTION 2. CONFLICTS.

All ordinances, resolutions, or official determinations previously adopted or entered by the City Commission that are inconsistent with this Ordinance are repealed to the extent of such inconsistency.

SECTION 3. SEVERABILITY.

If any section or portion of this Ordinance is found invalid or unconstitutional, the remaining provisions shall remain in full force and effect.

SECTION 4. NON-CODIFICATION.

This Ordinance will not be codified in the City Code.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Commission of the City of Cocoa Beach, Florida, on the ___ day of _____, 2026.

ATTEST	CITY OF COCOA BEACH
_____	_____
Karin Grooms, City Clerk	Keith Capizzi, Mayor-Commissioner

For Staff Use Only:
__SPECIAL APPEARANCE

__SPECIAL PRESENTATION

COCOA BEACH CITY COMMISSION

AGENDA ITEM REQUEST FORM

Please mail completed form to:

City Manager's Office
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-22430

DATE: 3/19/2026

NAME: Commissioner Hutcherson **PHONE:**

E-MAIL ADDRESS: jeremy.hutcherson@cityofcocoabeach.com

ADDRESS: City Hall

BUSINESS ADDRESS: N/A

BUSINESS PHONE:

PLEASE COMPLETE THE FOLLOWING:

ITEMS(S) TO BE CONSIDERED: Changing Commission meeting time from 7:00 to 6:00 pm. Days remain the same, 1st and 3rd Thursdays of each month.

PERTINENT FACTS CONCERNING ITEMS(S): Sec 2.12, Cocoa Beach Code of Ordinaces

City staff members attending commission meetings have typically already worked a full work day, and remain at work thru end of commission meeting, commonly after 8:00 pm. Earlier commission meeting will support quality of life initiatives

(PLEASE ATTACH APPLICABLE DOCUMENTS)

DESIRED ACTION BY COMMISSION: (USE REVERSE SIDE FOR ADDITIONAL SPACE)
Consider resident appetite for earlier commission meeting time. If earlier meeting time will still allow effective resident engagment, vote to approve ordinace

Signed by:

City of Cocoa Beach City Commission
Agenda Item Summary

DEPARTMENT MAKING REQUEST/NAME: Development Services / Brian Palmer, Deputy Director of Development Services

MEETING DATE March 19, 2026

REQUESTED MOTION/ACTION

Adopt Ordinance 1713 on first reading, An Ordinance of the City of Cocoa Beach, Florida, adopting the latest version of the International Property Maintenance Code as amended herein; providing for the repeal of the prior inconsistent ordinance and resolutions; incorporation into the code; severability and an effective date.
Staff Representative: Brian Palmer, Deputy Development Services Director
Recommendation: Adopt on First Reading

IS THIS ITEM BUDGETED (IF APPLICABLE)?

N/A

BACKGROUND:

The International Property Maintenance Code (IPMC) is a model code developed by the International Code Council (ICC) that sets minimum maintenance regulations for existing residential and nonresidential structures. The IPMC is utilized by many local governments throughout Florida and the country to augment its local code enforcement regulations. It provides minimum standards for structural safety, sanitation, plumbing, electrical, and fire safety systems to ensure habitability and to prevent blight. The city adopted the IPMC in 2001 via ordinance 1323. Since that time, the IPMC has undergone numerous updates.
The proposed revision will update the code, allow for automatic updates, and remove any inaccurate or outdated information.

ORDINANCE NO. 1713

AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, ADOPTING THE LATEST VERSION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AS AMENDED HEREIN; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE CODE; SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, this Ordinance is also adopted pursuant to the City's general police powers inherent in enforcing minimum standards for the use and maintenance of buildings and property; and

WHEREAS, there may exist within the City, from time to time, certain structures used for human habitation which are, or may become in the future, substandard with respect to structure, equipment or maintenance; and

WHEREAS, such conditions, together with in~adequate provision for light and air, insufficient protection against fire hazards, lack of proper heating, unsanitary conditions and overcrowding constitute a menace to the health, safety, morals, welfare and reasonable comfort of the citizens of Cocoa Beach; and

WHEREAS, the existence of such conditions will, if not remedied, create slum and blighted areas which could require large-scale clearance, deterioration of social values, a curtailment of investment and tax revenue and thereby an impairment upon economic values; and

WHEREAS, the City Commission hereby finds that updating of the City's regulations relating to the adoption of specific property maintenance standards will improve, preserve, maintain and upgrade the entire City and its neighborhoods to the overall benefit of the City's economic and environmental well-being; and

WHEREAS, the City Commission of the City of Cocoa Beach, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety and welfare of the citizens of Cocoa Beach.

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

SECTION 1. Findings. The City Commission of the City of Cocoa Beach finds that the above Whereas clauses are true and correct and constitute the legislative findings supporting this ordinance.

SECTION 2. Adoption by Reference; Exhibit "A". The City Commission hereby adopts and incorporates by reference the revised Article II, "Property Maintenance Code", of Chapter 6, "Buildings", as set forth in Exhibit "A" attached hereto and made a part hereof. Exhibit "A" shall constitute the full and complete text of Article II as amended, including (without limitation) Sections 6-11 through 6-12. Words underlined are additions; words struck through are deletions.

SECTION 3. Codification; Direction to the Code Editor. The City's code editor is authorized to codify Exhibit "A" into the Code of Ordinances, to correct non-substantive formatting, capitalization, punctuation, and internal references, and to renumber/letter sections and parts as necessary to effectuate this ordinance, without altering the substantive meaning.

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

SECTION 5. Severability. If any section, subsection, sentence, clause, or provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining portions of this ordinance, which shall remain in full force and effect.

SECTION 6. Scrivener's Errors. Clerical or scrivener's errors discovered during codification may be corrected by the City Manager, City Clerk, City Attorney or code editor without further action by the City Commission, provided such corrections do not alter the intent of this ordinance.

SECTION 7. Effective Date. This ordinance shall take effect immediately upon adoption.

Adopted by the City Commission on this day of 2026.

CITY OF COCOA BEACH

Keith Capizzi, Mayor-Commissioner

Sec. 6-11. Property maintenance code adopted.

The "International Property Maintenance Code, ~~First Edition, 1998",~~ 2024 edition, or as amended as published by the International Code Council ~~Building Officials and Code Administrators International, Inc., the International Conference of Building Officials, and the Southern Building Code Congress International, Inc., be and~~ is hereby adopted as the property maintenance code of the City of Cocoa Beach, Florida; for the control of buildings and structures and each and all of the regulations provisions, penalties, conditions and terms of said property maintenance code are hereby referred to, adopted, and made a part hereof, with the additions, insertions, deletions and changes prescribed in section 6-12 of this article.

(Ord. No. 1323, § 2, 12-6-2001)

Sec. 6-12. Amendments to property maintenance code

The following sections of the adopted property maintenance code are hereby revised:

(a) Section 101.1 - Insert: City of Cocoa Beach, Florida

(b) Section 103~~.6~~ - Deleted in its entirety

(c) Section 104 ~~303.15~~ - Deleted in its entirety

(d) Section 302.4 – Insert: twelve (12) inches

(e) Section 304.14 – Delete: “During the period from [DATE] to [DATE]”.

~~(d)~~(f) Section 602.3 - Insert: January 1st to December 31st

~~(e)~~(g) Section 602.4 - Insert: January 1st to December 31st

~~(f)~~(h) Chapter 8 - Insert under Codes: The Florida Building Code, 2001, or as amended.

(Ord. No. 1323, § 2, 12-6-2001)