

GRANT AGREEMENT
BETWEEN BREVARD COUNTY AND
THE ECONOMIC DEVELOPMENT COMMISSION

THIS GRANT AGREEMENT (hereafter referred to as the “Agreement”) is entered into by and between the following Parties: BREVARD COUNTY, a political subdivision of the State of Florida (hereafter referred to as the “COUNTY”), and THE ECONOMIC DEVELOPMENT COMMISSION OF FLORIDA’S SPACE COAST, INC., a Florida Not-for-Profit Corporation (hereafter referred to as the “Economic Development Commission”);

RECITALS

WHEREAS, the Board of County Commissioners has assigned the County Manager and his/her designated staff to function as the economic development agency for the COUNTY with legal assistance from the County Attorney; and

WHEREAS, under Section 125.045(3), Florida Statutes, the COUNTY is authorized to make grants to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community; and

WHEREAS, the Economic Development Commission is a private, Florida not-for-profit corporation engaged in the activity of attracting new business investment, retaining and expanding existing businesses, and encouraging entrepreneurship to and in all communities and jurisdictions within the County, including the 16 municipalities, the unincorporated portions of the County, the Melbourne International Airport Authority, the Titusville-Cocoa Airport Authority, the Canaveral Port Authority, and military installations; and,

WHEREAS, the Economic Development Commission continues to focus on the manufacturing to expand and diversify the County’s manufacturing base across the core industries: aerospace and aviation, advanced communications, electronics, homeland security and defense, and emerging technologies, which advances growth in corporate investment, job creation, and business sustainability for the long-term vitality of the county economy through the direct and indirect impact associated with the investment of businesses within our community; and

WHEREAS, economic development efforts within a community must include a wide range of programs and resources to compete globally.

NOW, THEREFORE, in consideration of the following covenants and provisions, the Parties agree as follows:

1. **Recitals.** The Recitals above are true and correct and incorporated by this reference.

2. **Grant.** As authorized by Section 125.045(3), Florida Statutes, the COUNTY agrees to provide a grant to the Economic Development Commission in the amount of \$1,400,050.00 (One Million Four Hundred Thousand and Fifty Dollars and no/100). The grant is for the fiscal year beginning October 1, 2025, and ending September 30, 2026. Payments shall be made on a quarterly pro-rated basis on or before October 10, January 10, April 10, and July 10.

3. **Use of Grant Funds.** The COUNTY grant funds provided to the Economic Development Commission shall be used exclusively for the Commission's efforts to retain and expand existing businesses in Brevard County and attract new businesses to the County.

a. The grant funds are given to enhance the Economic Development Commission's programs of work and strategic goals to improve the economic growth and stability of Brevard County. Use of grant funds must focus on:

(1) Assistance to companies that are interested in investing in the County through relocation, retention, and/or expansion of their businesses in the County.

(2) Marketing the County and promoting its competitive advantages to targeted business industries through multiple outlets and trade missions.

(3) Creating and distributing materials and publications with relevant and timely economic and demographic data for use by the business community.

(4) Working with elected officials and community partners to develop a competitive business environment in the County.

(5) Identifying and providing resources designed to expand opportunities for existing businesses in the county.

b. **Specific Annualized Work Plan.** The work plan for the Fiscal Year beginning October 1, 2025, is attached as Exhibit B and incorporated by this reference.

c. Notwithstanding anything herein to the contrary, the Parties agree that the Economic Development Commission has discretion to use grant funds for administration, travel, office expenses, salaries, or other expenses directly related to the Economic

Development Commission's program of work involving the retention or expansion of existing businesses and attraction of new businesses within the county.

4. Term; Termination and Survival.

- a. Unless terminated earlier in accordance with its terms, the term of this Agreement is one year, beginning on October 1, 2025, and ending on September 30, 2026.
- b. At the option of a non-defaulting Party and in accordance with its terms, this Agreement may be terminated for cause in the event the other Party is in default.
- c. Sections 3, 7, 8, 9, 11, and 12 shall expressly survive termination or expiration of this Agreement to the extent necessary to fully comply with the provisions of this Agreement.
- d. Termination or expiration of this Agreement shall not affect any other rights of either Party which may have vested or accrued up to the date of such termination or expiration.

5. Indemnification.

- a. The Economic Development Commission shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the COUNTY and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. Bodily injury, property damage, personal injury, and damage to real or personal tangible property alleged to be caused in whole or in part by the Economic Development Commission, its agents, employees, partners, or subcontractors;
 - ii. the Economic Development Commission's breach of this Agreement or the negligent acts or omissions of the Economic Development Commission.
- b. The Economic Development Commission's obligations under the preceding paragraph with respect to any legal action are contingent upon the COUNTY giving the Economic Development Commission: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at the Economic Development Commission's sole expense; and (3) assistance in defending the action at the Economic Development Commission's sole expense. The Economic Development Commission shall not be liable for any

cost, expense, or compromise incurred or made by the COUNTY in any legal action without the Economic Development Commission's prior written consent, which shall not be unreasonably withheld.

- c. Nothing herein shall constitute a waiver by the COUNTY of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by the COUNTY to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in the Agreement shall require the COUNTY to hold harmless or indemnify the Economic Development Commission, insure or assume liability for the Economic Development Commission's negligence, waive the COUNTY'S sovereign immunity under the laws of Florida, or otherwise impose liability on the COUNTY for which it would not otherwise be responsible.

6. Insurance Requirements. At all times during the Agreement, the Economic Development Commission, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage shall not be interpreted as limiting the Economic Development Commission's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida. The minimum insurance requirements applicable to this Agreement are:

- a. Commercial General Liability - the contractor must secure and maintain a policy including bodily injury, property damage, products liability, completed operations, and personal and advertising liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate for claims arising from the services, products, and operations completed under the contract. The policy shall be endorsed to include Brevard County (Brevard County, FL) as additional insured with respect to liability arising out of the activities and/or services performed by or on behalf of the Economic Development Commission.
- b. Auto Liability Insurance—This includes coverage for all owned, non-owned, and rented vehicles with a \$1 million combined single limit for each occurrence, if applicable.
- c. Worker's Compensation—The insurance required by this section shall comply with the Florida Worker's Compensation Law and include employer's liability

insurance with limits not less than those required by the State of Florida or local jurisdiction, whichever is higher.

- d. Professional Liability Coverage: Professional (E&O) Liability must be afforded for negligent or intentionally wrongful acts for not less than \$1 million for each claim. If any of the required policies provide coverage on a claims-made basis:
- The retroactive date must be shown and must be before the date of the contract or the beginning of the contract work.
 - Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after the completion of the contract work.
 - If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contract work.

Insurance Certificates: The Agency shall provide the COUNTY with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the COUNTY. The Certificates of Insurance shall indicate that the policies (except professional liability) have been endorsed to cover Brevard County (Brevard County, FL) as an additional insured (a waiver of subrogation in lieu of additional insured status on the Workers' Compensation policy is acceptable) and that these policies may not be canceled or modified without thirty days prior written notice being issued by the insurer to the County. The AGENCY is also responsible for providing the COUNTY with thirty days' prior written notice of any change or cancellation of the policies.

7. Public Records. The COUNTY and Economic Development Commission acknowledge that the Economic Development Commission is a private corporation and may be subject to Florida's Public Records law for various actions undertaken as part of this Agreement and shall follow the requirements of Chapter 119, Florida Statutes, and the requirements at Exhibit C, which is attached and incorporated by this reference.

- a. The COUNTY and Economic Development Commission acknowledge that the Board of County Commissioners has designated the County Manager and his/her designees as the economic development agency for the COUNTY, for the purposes of COUNTY Projects and applicability of the provisions of Section 288.075, Florida Statutes.

b. When the Economic Development Commission is working on a COUNTY Project, all records related to the Economic Development Commission's work on that project in coordination with the Economic Development Commission's private business client and the COUNTY are deemed to be public records available for inspection by any person, unless those records are otherwise exempt or confidential under Florida Public Records law.

c. For purposes of this Grant Agreement, a "County Project" is defined as a project:

i. where employees or officials of County government, or of any special district dependent to County government, have received a written request from a private business for a confidentiality/non-disclosure exemption in accordance with the provisions of Section 288.075, Florida Statutes; or

ii. where a business has filed a written request for one or more COUNTY economic incentives to induce that business to locate, expand, or relocate in the COUNTY, regardless of whether the business has submitted a request for confidentiality under the provisions of Section 288.075, Florida Statutes. Such incentives may include, but are not limited to, ad valorem tax exemptions, cash grants, or lease or conveyance of county-owned property.

The term "County Project" shall not include any Economic Development Commission's activities involving private companies, municipal corporations, airports, ports, chambers of commerce or other private organizations, but not involving the County.

8. Economic Development Commission's Ad Valorem Tax Exemption Advisory Role. The parties acknowledge and agree that the Economic Development Commission has no approval or decision-making authority in County government other than acting in an advisory capacity solely for the purpose of reviewing ad valorem tax exemption applications, in which circumstances the Economic Development Commission is responsible for that function, and must advertise and conduct public meetings in accordance with Chapter 286, Florida Statutes (the Florida Sunshine Law). Any record or document generated as a result of the Economic Development Commission's activity in an advisory capacity related to the review of ad valorem tax exemptions shall be deemed public record and open for public inspection, unless otherwise exempt or confidential under Florida law.

9. Reporting Requirements. In performance of this Agreement, the Economic Development Commission shall keep books, records, and accounts of all County Projects, in compliance with generally accepted accounting procedures. All such documents for County

Projects shall be open to inspection by the COUNTY during regular business hours, and shall be retained by the Economic Development Commission for a period of five (5) years after termination of this Agreement, unless returned to the County Manager upon completion of the Agreement.

a. Public Access to Certain Reports. The Economic Development Commission will post the following reports and financial documents on the website SpaceCoastEDC.org:

- (1) Annual Financial Audit
- (2) County Grant Annual Executive Report
- (3) County Grant Annual Financial Report
- (4) Quarterly Management Metrics Report
- (5) Return on Investment Study
- (6) Organizational Chart

b. Annual Report: Prior to November 30, 2026, in compliance with Section 125.045(4), Florida Statutes, the Economic Development Commission shall submit a report to the Board of County Commissioners setting forth as to County Projects, the specific use of Grant funds and the specific results of the Economic Development Commission's efforts on behalf of the COUNTY in retaining existing businesses, attracting new businesses, or relocating businesses from other areas during FY 2025/26. The portion on the specific use of grant funds will include the information contained in Exhibit A. The COUNTY shall file a copy of the report with the Office of Economic and Demographic Research and post a copy of the report on the COUNTY's website.

c. Annual Audit. Prior to March 1, 2027, the Economic Development Commission agrees to provide a copy of its FY 2025/26 annual audit of its financial records and operations conducted by a certified public accountant.

d. County Grant Bi-Annual Financial Report: Prior to April 30, 2026, and October 30, 2026, the Economic Development Commission will furnish this additional report to the Brevard County Manager, specific to the use of COUNTY Grant Funds. This Financial Report will include the information contained in Exhibit A. To the extent that the information is not exempt, or confidential and exempt, under Section 288.075, Florida Statutes, or any other provision of law, the Economic Development Commission shall report the total amount of COUNTY Grant Funds expended in the following manner:

- (1) Advertising expenses

- (2) Economic development client projects, incentives, including the funding provided to each private and public sector recipient of funds
- (3) A list of each event held by the Economic Development Commission, including the number of participants per event, and a detailed list of expenditures, including, but not limited to:
 - i. Food and beverages
 - ii. Facility rental
 - iii. Sporting event tickets
 - iv. Entertainment
- (4) Travel expenditures, including, but not limited to
 - i. Names of travelers
 - ii. Destination
 - iii. Event/s attended
 - iv. Total travel reimbursement for each trip
- (5) Lobbying organizations, including, but not limited to
 - i. Name of lobbying group
 - ii. Expenditures per individual lobbyist
- (6) A list of all employees by name and title
- (7) Total compensation paid to all employees
- (8) Individual compensation for President & CEO and Senior Director(s) including:
 - i. Salary
 - ii. Bonuses
 - iii. Stipends and/or allowances
- (9) Reimbursements to each board member, respectively, by name and nature of reimbursement

10. Effective Date; Prior Agreements Superseded; Authority. All prior agreements between the Economic Development Commission and the COUNTY are superseded and rendered inoperative as of the effective date of this Agreement. This Agreement is effective on the date the last Party executes the Agreement below. The Parties warrant that each is possessed with all requisite lawful authority to enter into this Agreement, and the individual executing this

Agreement is possessed with the authority to sign and bind each Party, respectively. This Agreement is binding upon the successors of the Parties. This Agreement may be executed in counterparts, all of which, taken together, shall constitute one and the same Agreement.

11. Default Triggers and Specific Remedies.

a. Either Party is in default of this Agreement if the Party materially breaches any covenant contained in this Agreement and such breach has not been corrected or cured within thirty (30) days after written notice thereof.

b. The Economic Development Commission's remedy for default by the COUNTY shall be a claim for the funds for which the COUNTY's obligation to pay has ripened by virtue of the Economic Development Commission's compliance with all conditions precedent established under the terms of this agreement. Such claims do not include consequential or special damages and shall not exceed the total Economic Incentive Award.

c. Unless otherwise extended in writing by the COUNTY, the Economic Development Commission's failure to meet all terms and conditions of this Agreement by the time provided herein shall release the COUNTY of all obligations created under this Agreement.

d. The COUNTY's remedies for default by the Economic Development Commission shall include, but shall not be limited to, a claim for reimbursement under the terms specified in this Agreement, if any funds have been extended by the COUNTY to the Economic Development Commission.

e. In the event that the reimbursement imposed in 10.d. requires the Economic Development Commission to reimburse to the COUNTY all or a portion of the grant, such reimbursement shall be immediately due and payable and the Economic Development Commission shall pay to the COUNTY the applicable funds by cashier's check or wire transfer of immediately available funds to an account designated by the COUNTY within ten (10) business days after the COUNTY delivers to the Economic Development Commission written notice of such request for repayment.

12. Attorney Fees and Expenses. Should either Party prosecute any action in connection with this Agreement for the collection of payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement herein contained, each Party shall bear its own attorney's fees and costs, including expert witness fees, if any. BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL AND THAT ANY TRIAL SHALL BE NONJURY.

13. Modification. This Agreement may not be changed or modified except by written instrument signed by both of the Parties.

14. Employment Eligibility Verification (E-Verify).

a. The Economic Development Commission 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 Economic Development Commission during the term of the contract. Upon Request, the Economic Development Commission shall provide acceptable evidence of their enrollment. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.

b. The Economic Development Commission 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.

c. The Economic Development Commission agrees 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 the Economic Development Commission's enrollment in the program. This includes maintaining a copy of proof of the Economic Development Commission's and any subcontractors' enrollment in the E-Verify Program.

d. Compliance with the terms of this section is made an express condition of this Contract, and the COUNTY may treat a failure to comply as a material breach of this Contract.

e. A contractor 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 contractor hires or employs a person who is not eligible for employment.

f. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

15. Scrutinized Companies.

a. The Economic Development Commission certifies that it and its 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 Economic Development Commission or its subcontractors are found to have submitted a false certification; or if the Economic Development Commission, 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.

b. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the Economic Development Commission, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Economic Development Commission, 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.

c. The Economic Development Commission agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this contract.

d. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

e. The Executive Director of the Economic Development Commission shall complete and sign Exhibit "D."

16. Foreign Influence on Contracts or Grants. In order for the COUNTY to comply with Section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the COUNTY, or receive a grant from the COUNTY, where said contract or grant has a value of \$100,000 or more must disclose to the COUNTY (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one 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. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity, which is incorporated into this Contract. The Executive Director of the Economic Development Commission shall complete and sign Exhibit "E."

17. Foreign Country of Concern Attestation. The Executive Director of the Economic Development Commission shall complete and sign Exhibit "F."

18. Human Trafficking Affidavit. In compliance with Section 787.06(3), Florida Statutes, the Executive Director of the Economic Development Commission shall complete and sign Exhibit "G."

19. Background Screening Procedures.

a. As a condition for receiving this grant, the Grantee certifies that it has appropriate criminal background screening procedures in place to evaluate any employee, contractor, subcontractor, agent, representative, or volunteer working under this grant who is expected to have unsupervised access to or direct substantial contact with at-risk populations. The Grantee certifies that it shall disqualify any employee, contractor, subcontractor, agent, representative or volunteer who is a sexual predator (as defined in Section 775.21, Florida Statutes) or sexual offender (as defined in Section 944.606, Florida Statutes) from working on projects, programs, or events funded, in whole or in part, by this grant award, if such employee, contractor, or volunteer is expected to have unsupervised access to or direct substantial contact with at-risk populations.

b. "At-risk populations" means children, the elderly, the disabled, and those who cannot defend themselves. "Unsupervised access" means any in-person contact with one or more members of an at-risk population outside of the direct, line-of-sight supervision of a supervisor who has passed the appropriate criminal background screening. "Direct substantial contact" means contact that is regular, continuous, and personal in nature.

c. Compliance with the terms of this section is made an express condition of this grant, and the Grantor may treat the Grantee's failure or refusal to perform the requirements herein as grounds for immediate termination of this grant. Such termination is effective upon the Grantee's receipt of a Notice of Termination from the Grantor. Upon termination, Grantor has no further obligations to Grantee.

d. If the Grantee knowingly or recklessly allows a sexual predator or sexual offender to work or volunteer on projects, programs, or events funded, in whole or in part, by this grant award, in a position having unsupervised access to or direct substantial contact with at-risk populations, then in addition to the immediate termination of this grant, the Grantee will be barred from receiving future County-sponsored grants.

e. The Grantee may challenge termination or debarment under this section by timely resort to the dispute resolution procedures provided in this grant.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates annotated below.

Signed, Sealed, and Delivered in the presence of:

Economic Development Commission
of Florida's Space Coast, Inc.

Brevard County

BY: _____
Lynda Weatherman, Executive Director

BY: _____
Rob Feltner, Chairman
(As approved by the Board on _____)

DATE: _____

DATE: _____

ATTEST:

Rachel M. Sadoff, Clerk to the Board

Exhibit "A"
Example Annual Report

(on EDC Letterhead)

Bi-Annual Report
Brevard County Grant Management Report
_____(FROM)____ - _____(TO)_____

The Economic Development Commission is pleased to present our Bi-Annual Report of total amount of County Grant Funds expended in accordance with the Grant Agreement. The specific reporting is as follows:

- (1) Advertising expenses
- (2) Economic development client projects, incentives, including the funding provided to each private and public sector recipient of funds
- (3) A list of each event held by the Economic Development Commission, including the number of participants per event, and a detailed list of expenditures, including, but not limited to:
 - i. Food and beverages
 - ii. Facility rental
 - iii. Sporting event tickets
 - iv. Entertainment
- (4) Travel expenditures, including, but not limited to
 - i. Names of travelers
 - ii. Destination
 - iii. Event/s attended
 - iv. Total travel reimbursement for each trip
- (5) Lobbying organizations, including, but not limited to
 - i. Name of lobbying group
 - ii. Expenditures per individual lobbyist
- (6) A list of all employees by name and title
- (7) Total compensation paid to all employees
- (8) Individual compensation for President & CEO and Senior Director(s) including:
 - i. Salary
 - ii. Bonuses
 - iii. Stipends and/or allowances
- (9) Reimbursements to each board member, respectively, by name and nature of reimbursement

The _____(FROM)_____ - _____(TO)_____ Brevard County Grant Agreement Bi-Annual Finance Report is attached.

Example Financial Report

(on EDC Letterhead)

_____(FROM)____ - _____(TO)_____

Brevard County Grant
Financial Report

Grant Funds

Ordinary Income/Expense

Income

Brevard County Grant

\$

Total Income

\$

Grant Expense

Marketing, Communications & Programs

Advertising and promotional materials

\$

Memberships and Sponsorships

\$

Marketing and strategic meetings

\$

Software and IT support

\$

Research Data, software, website and tools

\$

Facilities & Occupancy

\$

General Administration

\$

Personnel

Salaries

\$

Employee Benefits

\$

Education & Training

\$

Payroll Tax & Expenses

\$

Professional Services

Audit

\$

Tax returns and Services

\$

Total Expense YTD

\$

Exhibit “B”

Work Plan for Fiscal Year Beginning October 1, 2025

INTRODUCTION

EDC- Brevard County Grant
FY 25/26 Program of Work



The Economic Development Commission of Florida’s Space Coast (EDC) is pleased to present our FY 25/26 Program of Work. This plan builds upon a legacy of success, designed to accelerate the momentum of economic diversification, corporate investment, and job creation across Brevard County. Through a disciplined, results- focused approach, the EDC remains committed to strengthening our high-tech, high-wage economy, providing opportunities for all residents.

In FY 25/26, we will continue to enhance industry sectors that are vital to regional prosperity—including aerospace, advanced communications, defense, and emerging technologies—while actively fostering a pipeline of skilled talent, infrastructure investment, and community-wide engagement.

The objectives outlined below serve as a roadmap for inclusive advancement in economic growth in a globally competitive environment.

BUSINESS DEVELOPMENT

Manufacturing continues to anchor Brevard County’s job and economic growth. The EDC’s Business Development team works closely with corporate executives, site selectors, and regional stakeholders to expand and diversify our manufacturing base across five core industries: aerospace and aviation, advanced communications, electronics, homeland security and defense, and emerging technologies.

Program of Work

Objective	Actions
Attract New Corporate Investment	<ul style="list-style-type: none">• Develop strategic proposals defining the business case for corporate investment in Brevard County.• Coordinate with state, regional, and local partners to ensure seamless project execution.• Market Brevard’s unique assets to decision-makers at expanding or relocating companies.• Facilitate impactful site visits that foster long-term business investment.• Translate data and intelligence into actionable business insights.
Foster Innovation and Business Growth	<ul style="list-style-type: none">• Connect local manufacturers to supply chain partners.• Identify and address industry barriers through direct engagement.• Document and showcase local manufacturing capabilities supporting research and development of new products.

Expand Inventory of Site-Ready Properties	<ul style="list-style-type: none"> • Promote existing site-ready parcels including Spaceport Commerce Park. • Engage with property owners to identify high-potential developable sites. • Pursue grant funding to accelerate infrastructure improvements for site readiness.
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FOSTER SMALL BUSINESS GROWTH

Small business is defined by the Small Business Administration as firms with fewer than 500 employees. As of 2022, 15,429 such firms operated in the county, representing a 19.8% increase over the past decade. (*Source: U.S. Census Bureau*) As a component of the local business landscape, small businesses support job creation and contribute to a more diverse and innovative economy.

The EDC's Program of Work fosters sustainable small business growth by expanding access to resources and opportunities for local companies and entrepreneurs. Working in partnership with local, regional and national agencies, as well as universities, professional service providers, and leading employers, small businesses gain access a network of resources and services focused on advancing business-to-business (B2B) engagement and integration into the local supply chain.

Program of Work

Objective	Actions
Expand access to business resources.	<ul style="list-style-type: none"> • Advocate for access to venture and angel funding opportunities. • Coordinate industry roundtables and networking events to foster peer learning and access to resources addressing challenges related to technology adoption and growth. • Promote and share relevant economic and business intelligence focused on small business growth. • Expand awareness and access to workforce training programs and incentives, with a focus on apprenticeships and certifications.
Strengthen professional networks and B2B relationships	<ul style="list-style-type: none"> • Encourage anchor companies to contract locally for services including legal, financial, marketing, and consulting. • Partner with local media to spotlight high-growth companies, small business success stories, and job opportunities.

WORKFORCE / TALENT ATTRACTION

The EDC's Talent Asset Pipeline program continues to prioritize workforce readiness. Since 2016, over 800 residents have received scholarships and career mentoring for positions in manufacturing. Strategic collaboration with EFSC and Brevard Public Schools ensures programs align to current industry needs and deliver workforce programs for in-demand positions.

Program of Work

Objective	Actions
Expand Access to Career Training Programs	<ul style="list-style-type: none"> • Secure and administer scholarship program for certifications, focused on entry-level in-demand skills and upskilling for incumbent workers. • Collaborate with Brevard Public Schools for internships and plant tours. • Highlight benefits of state-level apprenticeship programs.

Elevate Manufacturing as a Career Choice	<ul style="list-style-type: none"> • Promote manufacturing careers through awareness campaign. • Promote local employer success stories.
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MARKETING / COMMUNITY OF CHOICE

As societal values evolve across generations, the role of community takes on newfound importance for both business leaders and talent. Gaining distinction for the region through a Addressing the national challenge of talent attraction and retention, the EDC initiated Mission Space Coast. The EDC Community of Choice program is focused on establishing a distinct county-wide brand identity, positioning the Space Coast as the preferred destination for businesses and professionals.

In collaboration with our investors, community stakeholders and the public at large, we identified the unique attributes defining our community. In January 2024 we unveiled our community brand story - *Florida's Space Coast: Tomorrow Launches Here*. Over this program year we will continue to promote our brand story to both internal and external audiences. We will engage with leading businesses and partners to utilize the resources we have developed for new and expanded messaging.

Program of Work Objective

Promote Brevard as a Prime Business Location

Actions

- Maintain and enhance the EDC website with data, resources, and business tools.
- Execute a digital and traditional marketing campaign targeting both business and talent.
- Build strong relationships with national site selectors.

Drive Community Brand Adoption

- Deliver presentations to stakeholders on the importance of brand alignment.
- Monitor and evaluate campaign engagement using feedback tools.

Empower Partners to Share the Story

- Provide toolkits and branded content to businesses and organizations.
- Coordinate campaigns with local partners and advertisers.
- Secure earned media placements in targeted outlets.
- Nominate businesses for awards and recognition, reinforcing our brand message.

For purposes of Public Records under Chapter 119, Florida Statutes:

IF THE ECONOMIC DEVELOPMENT COMMISSION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS GRANT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE COUNTY ATTORNEY'S OFFICE, ATTN JACQUELYN GUADALUPE, 2725 JUDGE FRAN JAMIESON WAY, BLDG C, MELBOURNE, FL 32940, (321)-633-2090

1. Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, or on behalf of any agency.
2. The Economic Development Commission will keep and maintain public records required by the COUNTY to perform the service. Upon request from the COUNTY's custodian of public records, the Economic Development Commission will provide the COUNTY 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
3. The Economic Development Commission will 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 grant term and following completion of the grant if the Economic Development Commission does not transfer the records to the public agency.
4. Upon completion of the grant, the Economic Development Commission will transfer, at no cost, to the COUNTY all public records in possession of the Economic Development Commission or keep and maintain public records required by the COUNTY to perform the service. If the Economic Development Commission transfers all public records to the COUNTY upon completion of the contract, the Economic Development Commission shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Economic Development Commission keeps and maintains public records upon completion of the contract, the Economic Development Commission shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

5. A request to inspect or copy public records relating to the COUNTY's grant for services with the Economic Development Commission must be made directly to the COUNTY. If the COUNTY does not possess the requested records, the COUNTY shall immediately notify the Economic Development Commission of the request, and the Economic Development Commission must provide the records to the COUNTY or allow the records to be inspected or copied within a reasonable time.

6. If the Economic Development Commission does not comply with the COUNTY's request for records, the COUNTY shall enforce the contract provisions in accordance with the contract. If the Economic Development Commission fails to provide the public records to the COUNTY within a reasonable time, it may be subject to penalties under section 119.10, Florida Statutes.

Exhibit "D"

GRANT AGREEMENT
BETWEEN BREVARD COUNTY AND THE ECONOMIC DEVELOPMENT COMMISSION

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor 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, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared

_____, who, being by me first duly sworn, made the following statement:

1. The Business address of _____ (name of Contractor) is

_____.

2. My relationship to _____ (name of Contractor) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. _____ (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. _____ (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. _____ (name of Contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20____.

Notary Public

My commission expires:

(AFFIX SEAL or STAMP)

Exhibit "E"

GRANT AGREEMENT
BETWEEN BREVARD COUNTY AND THE ECONOMIC DEVELOPMENT COMMISSION

DISCLOSURE FORM FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF
\$100,000 OR MORE

Summary of Form: In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one 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. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

I. SECTION I. Please answer yes or no to each statement below:

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL
VALUE UNDER \$100,000. If yes, this disclosure form as been completed. Please
sign and date at the bottom.

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL
VALUE OF OVER \$100,000. If yes, proceed to the next question.

YES / NO I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE
DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and
provide the date of the disclosure, your name and address. Then sign and date at
the bottom.

II. SECTION II. Please answer yes or no to the statement below:

YES / NO Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of \$50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

III. SECTION III. If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

YES / NO This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.

YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.

YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.

YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

IV. SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online: _____

Name of Bidder/Grantee: _____

Mailing Address of Bidder/Grantee: _____

Value of the Contract/Grant or Gift: _____

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern: _____

Date of Termination of the contract or interest with the Foreign Country of Concern:

Date of Receipt of the Contract/Grant or Gift: _____

Name of the agent or controlled entity that is the source or interest holder:

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Signature: _____

Date: _____ Title: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____, by (name of person making statement).

[Notary Seal]

Notary Public Signature

Name typed, printed or stamped

My Commission Expires: _____

_____ Personally Known OR _____ Produced Identification

Type of Identification Produced _____

Exhibit "F"

GRANT AGREEMENT
BETWEEN BREVARD COUNTY AND THE ECONOMIC DEVELOPMENT COMMISSION

FOREIGN COUNTRY OF CONCERN ATTESTATION

(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Brevard County Board of County Commissioners, a political subdivision of the State of Florida, which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

_____ (Name of entity) is not owned by the government of a "Foreign country of concern", as defined in section 287.138, Florida Statutes, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

Exhibit "G"

GRANT AGREEMENT
BETWEEN BREVARD COUNTY AND THE ECONOMIC DEVELOPMENT COMMISSION

HUMAN TRAFFICKING AFFIDAVIT

In compliance with Section 787.06(13), Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Brevard County, Florida, a political subdivision of the State of Florida (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18, and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of _____, a non-governmental entity and I am authorized to provide this affidavit on behalf of such.
3. Non-governmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Non-Governmental Entity does use coercion for labor or services, Non-Governmental Entity will immediately notify Brevard County and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Brevard County.

Non-Governmental Entity: _____

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of 20__, by _____, as _____ on behalf of the Non-governmental Entity. They ☐ are personally known to me or ☐ have produced _____ as identification.

(Affix Notary Stamp or Seal)

Notary Public Signature
Print, Type or Stamp Name of Notary: _____
My commission expires: _____