

LIFEGUARD SERVICES GRANT PROGRAM GUIDELINES

1. INTRODUCTION & BACKGROUND

This grant is provided by the Brevard County Board of County Commissioners (BOCC) through the use of General Funds to partially fund/support lifeguard services on beaches along city/town-maintained parks.

The BOCC has authorized the use of General Funds to be used to provide for a 50% cost share for lifeguard services based upon the calculated rate for services provided to the Board of County Commissioners at the February 29, 2024, Board Workshop.

The purpose of this grant program is as follows:

1. Create a matching grant program for lifeguard services which will be available to all municipalities that maintain beaches along Brevard's coast.
 - For beaches owned by municipalities - this program will provide for a grant of 50% of the County costs for lifeguard services within each municipality with a match requirement of 50% from said municipality.
 - The funding of the grant will be paid for out of general funds.
 - The grant program will allow each municipality to choose their level of service with the county or use funding for their own lifeguard services, based on the level of service provided on a 50% cost share.
2. Municipalities are required to let the County know prior to June 30th of their anticipated level of service for Fiscal Year 2024/2025.

2. STATEMENT OF APPLICANT RESPONSIBILITY

Please read this entire document carefully.

If the grant is awarded, the applicant agrees to be bound by all terms contained in their application, these guidelines, and any supporting documents.

3. APPLICATION PROCESS AND KEY DATES

The municipality must notify the County Manager, in writing no later than June 30, 2024 for FY 2024/2025 funding (October 1st through September 30th).

The Fire Rescue Department will monitor the agreed-upon lifeguard service levels to ensure compliance with the requested service level.

The Grant Program will be administered by the County Manager's Office.

4. ELIGIBILITY

The primary purpose of the Lifeguard Services Grant Program is to provide lifeguard services to beaches along County-maintained and City-maintained parks.

To be eligible to apply for a Lifeguard Services Grant, an eligible municipality must:

1. Provide notice to the County of its intention to be considered for a Lifeguard Services Grant Program;
2. Designate the Park/Beach location and the service/commitment level;
3. State the number of full-time towers and the number of seasonal towers per location; and
4. Establish if the municipality plans to utilize staffing/services as provided by Brevard County Fire Rescue (Ocean Rescue Division) or if the municipality plans to provide their own capital resources and trained personnel.

5. AVAILABLE FUNDS

Funds are available based upon the following criteria:

Annual Cost-Share Amounts		
	Per Full-Time Tower	Per Seasonal Tower
Per Tower (Assets & Salary + Benefits)	\$166,771.33 (50% Cost Share of \$333,542.66)	\$63,967.08 (50% Cost Share of \$127,934.17)

Funds may be available commencing with fiscal year 2024/25.

Upon receipt of a duly executed Grant Agreement, payment shall be made in twelve (12) equal monthly payments over the term of this contract. The 50% cost share payment shall commence within thirty (30) days of the start of the new fiscal year and provided to the participating municipality for those municipalities utilizing city-provided services. For those municipalities utilizing county-provided services, the municipality should provide payment to the County for the applicable 50% cost share in (twelve) 12 equal monthly payments over the term of this contract. The 50% cost share payment shall commence within thirty (30) days of the start of the new fiscal year.

In the event the municipality is unable to properly staff their towers or discontinues providing this service during the lifeguard season, these funds are subject to claw back on a pro-rata basis.

6. ELIGIBLE USE OF FUNDS

Funds received for the Lifeguard Services Grant Program must be used for lifeguard services at the location(s) as designated within the grant application.

7. PARTICIPATION REQUEST PROCEDURES

Municipalities participating in the Lifeguard Services Grant Program should complete the application which includes the following:

1. The Fiscal Year grant funding is requested (FY 2024/2025);
2. The location(s) of need and the appropriate type and number of towers per location;
3. Designate if lifeguard services are to be County-provided or City-provided;
4. Calculation of 50% cost share request;
5. All requests for funding should be submitted in accordance with the timelines outlined in Section 3. - Application Process and Key Dates.

8. EVALUATION CRITERIA AND APPROVAL PROCESS

All submissions should be received as follows:

1. Received by the deadline(s) as specified in Section 3.- Application Process and Key Dates;
2. Submissions are complete and contain all required information;
3. Applications are for eligible beach locations;
4. Applications provide for the requested number of full-time and/or seasonal towers; and
5. Applications have been executed by the municipality.

9. REPORTING REQUIREMENTS

Applicants are required to complete an annual report for each fiscal year grant cycle providing the following:

1. Location for which grant funds were received;
2. For each location/tower, was it County-provided services or City-provided services;
3. For City-provided services, provide written certification that the towers were staffed and remained open during full-time/seasonal timeframe, as applicable;
 - a. If City-provided services and towers were not staffed/remained open during applicable timeframes, a pro-rata portion of the grant is subject to claw back.
4. Annual Reports shall be submitted no later than November 30th following completion of the fiscal year in which grant funds were received.

10. TERMS & CONDITIONS

Upon award of the Lifeguard Services Grant, the applicant agrees to be bound by the following terms and conditions:

For County-provided services:

No later than June 30, 2024, the municipality shall provide notice to the County Manager for the chosen level of service (type of and number of towers) at eligible beach location(s).

Upon receipt of a duly executed Grant Application, payment for the applicable 50% cost share should be processed within thirty (30) days of the start of the new fiscal year and provided to the County by those municipalities utilizing County-provided lifeguard services.

Brevard County is a United States Lifesaving Association (USLA) certified agency.

For City-provided services:

No later than June 30, 2024, the municipality shall provide notice to the County Manager of the chosen level of service (type of and number of towers) at eligible beach location(s).

Full-Time Tower Funding Level Requirements (per Tower):

Full time towers operate 8 hours per day, 7 days a week - 365 days during the year. Each full-time tower has 2 lifeguards on duty as staffing allows with supervisory staff support. Full time employees usually work a normal 40-hour work week depending on beach conditions. Brevard County Ocean Rescue operates 4 daily roaming patrols, 8 hours per day, 7 days per week throughout the year. Each roaming patrol has 1-2 lifeguards on duty as staffing allows.

Seasonal Tower Funding Level Requirements (per Tower):

Seasonal towers shall operate 8 hours per day on weekends from March to May. During Spring Break and holidays, they shall operate 8 hours daily. June and July seasonal towers must operate 8 hours per day 7 days per week. From August to September (Labor Day) seasonal towers shall operate 8 hours per day on weekends and holidays as schools go back in session. Each seasonal tower shall have 2 lifeguards on duty as staffing allows and a supervisor for staff support.

All ocean lifeguard services shall be provided in accordance with USLA standards as evidenced by certification or accreditation by the USLA or an equivalent certification body approved in writing by Brevard County.

This grant is contingent upon documentation that the terms and conditions of receipt of grant funds have been met, and receipt of the annual report, as applicable.

This grant is not a lien, either legal or equitable.

City agrees and understands that all funding authorized through this grant shall be used only for eligible activities in accordance with the Lifeguard Services Grant Program.

Legal Responsibilities and Waiver of Trial by Jury:

The Parties agree that, in the case of a dispute, the Parties will first work to resolve the dispute informally. In case of legal action, each Party agrees to the following terms: To bear its own attorney's fees and costs; that venue is in a court of competent jurisdiction in Brevard County; **TO WAIVE ANY RIGHT TO A JURY TRIAL**; and that this grant is governed according to the laws of the State of Florida.

City agrees to comply with all federal, state and local laws. If the City chooses grant funding for City provided services, these services are to be provided independently and nothing contained in this Agreement shall be construed to be inconsistent with this relationship or status. Nothing in this grant shall be interpreted or construed to make the City, or any of its agents, or employees to be the agent, employee or representative of the County.

The City shall not engage the services of any person or persons now employed by Brevard County, on a private basis, to provide services relating to this grant without written consent from the Brevard County Manager's Office. The waiver by the County of any of City's obligations or duties under this grant shall not constitute a waiver of any other obligation or duty of the other Party under this grant, nor shall a waiver of any such obligation or duty constitute a continuing waiver of that obligation of duty.

This grant shall not obligate or make the County or the City liable to any party other than the Parties. Oversight of any City staff or contracted employee will be the responsibility of City. If any provision of this grant is held invalid, the remainder of this grant agreement shall not be affected if such remainder continues to conform to the terms and requirements of applicable law.

11. INDEMNIFICATION AND HOLD HARMLESS

For City-provided services, the City shall indemnify, defend, and hold harmless the County for the negligent acts and omissions of the City's own employees and agents in the provision of services sponsored by this grant, to the extent permitted by law, against any and all third-party claims, suits, proceedings, losses, liabilities, damages, fees and expenses (including reasonable attorney's fees and expenses) related to the services. The City expressly agrees that County has no liability to the City for City's provision of services under this grant program. Nothing in this grant is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. . Nothing contained in this paragraph is intended to nor shall it constitute a waiver of sovereign immunity of the County or the protections of or limits on the amounts established pursuant to Section 768.28, Florida Statutes. The Parties acknowledge specific consideration has been exchanged for this provision.

12. AMENDMENT, ASSIGNMENT OF AGREEMENT

Amendments to this grant may be initiated by either Party. Amendments shall be formally ratified and approved by written amendment to the grant by both Parties. The City shall not assign any portion of this grant.

All conditions and assurances required by this grant are binding on the Parties.

13. INSURANCE

If you are awarded a grant for City-provided services, you will be required to procure and maintain, at your own expense and without cost to the County, the following types of insurance. In the sole discretion of the County Manager's Office, the County may require additional amounts or types of insurance depending on the type of event or activity. Any additional requirements will be included in the notice of grant award. The insurance coverage enumerated below constitutes the minimum requirements and shall in no way lessen or limit the liability of the GRANTEE under the terms of the Grant.

- a. General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include personal injury, contractual liability, and errors and omissions coverage.
- b. Workers' Compensation and Employers Liability insurance policy covering all employees of the GRANTEE directly or indirectly engaged in work on this Grant with limits of coverage as required by State law.

GRANTOR shall be endorsed as Additional Insured. The following items are required of each Certificate of Insurance:

- Box labeled "Certificate Holder" – shall read "Brevard County"
- Box labeled "Description of Operations/locations/vehicles" – shall read "Brevard County is listed as an Additional insured"
- Provide the Endorsements pages which provide that the County is endorsed as an additional Insured

It is the responsibility of the GRANTEE to provide insurance documents to the County Manager's staff prior to the commencement of work under this grant demonstrating the insurance requirements have been met and to re-submit updated insurance prior to its expiration if this occurs during the grant period.

14. TERMINATION

If either Party fails or refuses to perform any of the provisions required under the grant guidelines, application, or otherwise fails to timely satisfy the grant provisions, either Party may notify the other Party in writing of the nonperformance and terminate the grant or such part of the grant award as to which there has been a delay or a failure to properly perform. Such

termination is effective upon the defaulting Party's receipt of the Notice of Termination. Upon termination, the County has no further obligation to the City, and shall make no further payments pursuant to the grant agreement.

Any payment made in advance of services to be provided shall be reimbursed to the County on a pro-rata basis.

15. RIGHT TO AUDIT RECORDS

In performance of this grant, the City shall keep books, records, and accounts of all activities related to this grant, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the City in conjunction with the performance of this grant shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the City for a period of five (5) years after the end of the grant period, unless returned to the County sooner.

16. SCRUTINIZED COMPANIES

- A. The City 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 grant at its sole option if the City or its Subcontractors are found to have submitted a false certification; or if the City, 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 grant.
- B. If this grant is for more than one million dollars, the City 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.
- C. Pursuant to Section 287.135, Florida Statutes, the County may immediately terminate this grant at its sole option if the City, its affiliates, or its Subcontractors are found to have submitted a false certification; or if the City, 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 grant.
- D. The City agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this grant. 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.

17. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

- A. The City shall comply with the applicable provisions of section 448.095, Florida Statutes. Upon request, the City shall provide acceptable evidence of their enrollment in the U.S. Department of Homeland Security's E-Verify system. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of

Understanding for the business. If applicable, a City may alternatively provide an affidavit as to compliance with section 448.095(3)(b)(2), Florida Statutes.

- B. A City meeting the definition of a contractor in section 448.095, Florida Statutes shall require its subcontractors to provide the affidavit specified at section 448.095 (2)(b), Florida Statutes.
- C. As applicable, the City agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including, if applicable, participation by its subcontractors as required by section 448.095(2)(b), Florida Statutes, and to make such records available to the County consistent with the terms of City's enrollment in the program.
- D. Compliance with the terms of this section is made an express condition of this Grant and the County may treat a failure as grounds for immediate termination of this Grant.
- E. A City 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 City 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.
- G. The County will not intentionally award a publicly-funded Grant to any City who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 United States Code (USC) section 1324a(e)(section 274A(e) of the Immigration and Nationality Act (INA)). The County shall consider a City's intentional employment of unauthorized aliens as grounds for immediate termination of this Grant.

18. PUBLIC RECORDS DISCLOSURES

The City agrees that Florida has broad public disclosure laws, and that any written communications with the City, to include emails, email addresses, a copy of this grant, and any supporting documentation related to this grant are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute. 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. In this case, the portion of the City's records relating to the acceptance and use of the County grant are public records that may be subject to production upon request. The City agrees to keep and maintain these public records until completion of the event or activity. Upon completion, the City may continue to retain the public records for five years, or transfer, at no cost, to the County, any public records in its possession in an electronic format readable by County.

Upon a request for public records related to this grant, the County will forward any such request to the City. The County will respond to any public records request. Upon request, as to records in the City's possession, the City will provide access or electronic copies of any pertinent public records related to this grant to the County within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. The City agrees that

the County will consider all documentation the City submits to Brevard County to support payment of this grant to be subject to public records disclosure.

19. NOTICES

Any notices required or permitted by this grant shall be in writing and shall be deemed delivered upon hand delivery, or three (3) days following deposit in the United States postal system, postage prepaid, return receipt requested, addressed to the parties at the following addresses:

GRANTOR/County:

Frank Abbate, County Manager
Brevard County Manager's Office
2725 Judge Fran Jamieson Way
Building C, Suite 301
Viera, FL 32940
Phone: (321) 633-2001

GRANTEE/CITY:

Contact information for City

20. EFFECTIVE DATE

The grant shall be effective on the last day the Parties execute the grant award (the "Effective Date"), with payment made in twelve (12) equal monthly payments over the term of this contract commencing within 30 days of the beginning of the applicable fiscal year in which the grant-funded lifeguard services are to be provided.

The Parties agree that all work performed by the City prior to the effective date but during the term of the grant is subject to the provisions of this Agreement, and do not require additional funding.

21. ENTIRETY, CONSTRUCTION OF AGREEMENT, AND COUNTERPARTS

The grant guidelines, application, Clerk to the Brevard County Board of County Commissioners memorandum ("Clerk's Memo"), any included exhibits or required documentation and the grant award represents the entire understanding between the Parties in its entirety and no other agreements, either oral or written, exist between County and the City.

The Parties acknowledge that they fully reviewed all requirements and had the opportunity to consult with legal counsel of their choice, and that this grant shall not be construed against any Party as if they were the drafter of this grant. This grant may be executed in counterparts all of which, taken together, shall constitute one and the same. The City warrants that it is possessed with all requisite lawful authority to apply for and accept this grant.

22. FOREIGN DISCLOSURES

The City will complete the County's foreign disclosure form and make any required disclosures to the State of Florida.

23. GRANT AWARD

Upon approval by the Brevard County Board of County Commissioners, the County will issue a Notice of Award to the City listing the grant award amount and any additional conditions or restrictions that may differ from the grant guidelines, grant application, Clerk's Memo, and other accompanying documents. Should there be any conflict, the Notice of Award shall control to the extent of said conflict.

Brevard County Lifeguard Services Grant Application Form				
Section 1 - Application Period				
Fiscal Year for Lifeguard Services Funding Request:			FY _____/_____	
Section 2 - Contact Information				
Grantee/Municipality Name:				
Contact Name:				
Contact Address:				
Contract Phone Number:				
Section 3 - Service Location (Please Complete a Form for Each Location, as Applicable)				
Location/Park Name:				
Location/Park Address:				
Section 4 - Service Type		County-Provided Services:		If County Provided Services, go to Section 5
Check Applicable Box		City-Provided Services:		If City Provided Services, skip to Section 6
Section 5 - Payment Calculation for County-Provided Lifeguard Services				
Number of Full-Time Towers Needed:		@ \$166,771.33 (50% Cost Share of \$333,542.66)	Total per Full-Time Towers:	
Number of Seasonal Towers Needed:		@ \$63,967.08 (50% Cost Share of \$127,934.17)	Total per Seasonal Towers:	
Total Payable to Brevard County for Lifeguard Services (50% Cost-Share)*:				
Section 6 - Grant Calculation for City-Provided Lifeguard Services				
Number of Full-Time Towers Needed:		@ \$166,771.33 (50% Cost Share of \$333,542.66)	Total per Full-Time Towers:	
Number of Seasonal Towers Needed:		@ \$63,967.08 (50% Cost Share of \$127,934.17)	Total per Seasonal Towers:	
Total Payable to the City for Lifeguard Services (50% Cost-Share)*:				

* - Payment shall be made in twelve (12) equal monthly payments over the term of this contract. The 50% cost share payment shall commence within thirty (30) days of the start of the new fiscal year.

(Signature)	(Signature)
(Title)	Frank Abbate, County Manager
(Date)	(Date)

Brevard County Lifeguard Services Grant Annual Report

Section 1 - Grant Receipt Period

Fiscal Year for Lifeguard Services Funding Received:

FY /

Section 2 - Contact Information

Grantee/Municipality Name:

Contact Name:

Contact Address:

Contract Phone Number:

Section 3 - Service Type

County-Provided Services:

	If County Provided Services, skip to Section 5
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City-Provided Services:

	If City Provided Services, go to Section 4
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Section 4 - Certification of Grant Agreement Criteria for Lifeguard Services

Location/Park

Type of Tower
(Full-time or Seasonal)

Number of Towers

Section 5 - Certification

County-Provided
Services:

By signing this form, I certify that the 50% required cost-share for the above-referenced towers was provided to the County in accordance with the Brevard County Lifeguard Services Grant Program.

City-Provided
Services:

By signing this form, I certify that any City-Operated towers for which County Grant Funds were received, were staffed, and remained open during the applicable full-time/seasonal timeframe, in accordance with the Lifeguard Services Grant Program Guidelines.

(Signature)

(Title)

Date

Annual Reports shall be submitted no later than November 30th following completion of the fiscal year in which grant funds were received.