

**GRANT AGREEMENT BETWEEN
THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
AND
CITY OF _____
FOR
COUNTY-PROVIDED LIFEGUARD SERVICES PROGRAM**

THIS GRANT AGREEMENT (hereinafter the “Agreement”) is made and entered under the authority of Section 125.0104, Florida Statutes and Chapter 102, Article III, Brevard County Code, by and between the GRANTOR, The Board of County Commissioners of Brevard County Florida, a political subdivision of the State of Florida (hereinafter referred to as “GRANTOR”), and the GRANTEE, City of _____, a political subdivision of the State of Florida (hereinafter referred to as the “GRANTEE”). This Agreement is administered by the County Manager’s Office, a Department of Brevard County, Florida.

RECITALS

WHEREAS, pursuant to the approval of the Board of County Commissioners on _____, the GRANTOR implemented a Lifeguard Services Grant Program [for Fiscal Year 2024/2025] to provide a mechanism for cost-sharing of lifeguard services on beaches that are along city-owned or city-maintained parks in Brevard County; and

WHEREAS, Brevard County has beaches with multiple public access points via city-owned and/or city-maintained parks that are accessed by residents and tourists; and

WHEREAS, it is the desire of the Board of County Commissioners of Brevard County, Florida to provide safe access to the beaches with the provision of ocean lifeguard services during established hours; and

WHEREAS, on _____ the Board of County Commissioners approved the Lifeguard Services Grant Program and authorized the County Manager to execute the Grant Agreement on behalf of the GRANTOR;

WHEREAS, to secure funding for the upcoming fiscal year, on _____, the City of _____ submitted a request for cost-share for County-Provided Lifeguard Services under this program, in the amount of \$ _____; and

NOW, THEREFORE, both Parties agree as follows:

1. **Recitals.** The Recitals above are true and correct and incorporated into this Grant.

2. **Description of Program.**

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

The Board of County Commissioners 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 inform the County prior to June 30, 2024 of their anticipated level of service for Fiscal Year 2024/2025.

3. **Service Levels and Tower Funding Requirements.**

a) Funding requirements are based upon the following criteria:

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

b) 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 manning allows.

c) 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 staff allows and a supervisor for staff support.

d) Services:

- i. The County agrees to provide First Responder Certified Lifeguard services in accordance with United States Lifesaving Association (USLA) guidelines for the portions of the City municipal beach(es) located as designated in Addendum 1, within a portion of the beach 100 yards north and south of the lifeguard tower.
- ii. Lifeguard location for the lifeguarded beach will be at the discretion of the County.
- iii. Lifeguard personnel shall be on duty for the time periods as defined in Addendum 1.
- iv. The parties mutually agree and understand that in inclement weather or any other incident or occurrence which, in the sole discretion of the County, requires the closing of all or part of the beach for the protection of the public, the County may discontinue all or part of its lifeguard services in the affected areas for the duration of such condition, incident or occurrence. The County shall immediately notify the City when such beach closings occur. The County agrees to cooperate fully with the City in all matters relating to beach safety and the performance of the lifeguards. The County will provide radios and training to ensure that the lifeguards have the capacity to contact Brevard County Dispatch. Lifeguard response to emergencies occurring at adjacent beaches will be in accordance with County procedures.

- v. The parties agree and understand that in the event of a water related incident, the Brevard County Lifeguard Division personnel will maintain command/control of the scene until the victim(s) is removed from the water. After removal, the County Lifeguard Division will transfer the incident command/control of the scene to the law enforcement agency with jurisdiction of the location of the scene, and/or Fire Rescue. After removal, if law enforcement or Fire Rescue have not yet arrived on scene, then the Lifeguard Division will maintain incident command/control of the scene until law enforcement or Fire Rescue arrives.

4. Grant Award and Payments Due.

a) Grant and Term. GRANTOR awards GRANTEE a Grant in the amount of \$_____ which is a 50% cost-share the total expenditures. The remaining portion of the costs due to Brevard County is \$_____ which is payable to Brevard County Board of County Commissioners in twelve (12) equal monthly payments over the term of this contract, commencing within 30 days of the beginning of the fiscal year. The Grant term is October 1, 2024 to September 30, 2025. The Parties agree that all work related to the services occurring prior to the execution of this Grant are subject to the terms of this Grant.

b) This Agreement is contingent upon documentation that the terms and conditions of receipt of the grant funds have been met, and receipt of the annual report, which is to be submitted no later than November 30th following the completion of the fiscal year in which funds were received.

Additionally, GRANTOR may reduce services to GRANTEE on a pro-rata basis if GRANTEE does not make any required cost-match payment.

This Grant is not a lien or claim, either legal or equitable, on any of the GRANTOR's revenues. GRANTEE agrees and understands that all funding authorized through this Agreement shall be used only for eligible activities as outlined in the Lifeguard Services Grant Program Guidelines, GRANTEE's Grant Application, attached hereto as **Attachment A and B**, respectively, and as approved by the Board of County Commissioners of Brevard County, Florida in accordance with State and Local law, and this Agreement.

5. Reporting Procedures; Payment Procedures.

In order to receive lifeguard services pursuant to the Lifeguard Services Grant Program, the GRANTEE must notify the County Manager, in writing no later than June 30, 2024, of the funding service level for Fiscal Year 2024/2025 (October 1st through September 30th).

The GRANTEE must submit the application document outlining the location(s), type of lifeguard tower/service level, and number of lifeguard towers that GRANTEE requests to allow County residents and tourists to have safe access to the beaches that runs along a City-owned or City-maintained park. Applications for Fiscal Year 24/25 are due no later than June 30, 2024.

Upon receipt of a duly executed Grant Agreement, payment for the applicable 50% cost share should be processed in twelve (12) equal monthly payments over the term of this contract, commencing within thirty (30) days of the start of the new fiscal year and provided to Brevard County Board of County Commissioners. Notification to the GRANTEE shall be through the Notice of Award/Request for Payment (**Attachment C**).

6. Miscellaneous Provisions.

a) Third Parties. This Agreement shall not obligate or make GRANTOR or the GRANTEE liable to any party other than the Parties to this Agreement. Oversight of any GRANTEE staff will be the responsibility of the GRANTEE.

b) Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions of this Agreement will remain in effect and, if needed in order to carry out the original intention of the Agreement, the parties will negotiate in good faith a mutually acceptable amendment to this Agreement to affect such intention.

c) Disputes, Attorneys fees, Venue, **WAIVER of JURY TRIAL**. 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 SUCH TRIAL SHALL BE NON-JURY**; and that this Agreement is governed according to the laws of the State of Florida.

d) Compliance with Laws, Regulations, etc. GRANTEE agrees to comply with all federal, state and local laws, and is responsible for any and all permits, fees, and licenses necessary to

perform the Grant. Nothing in this Agreement shall be construed as a waiver by GRANTOR of any requirements for local permits, fees, and licenses.

e) Independent Contractor. GRANTOR shall perform the services independently under this Agreement and nothing contained in this Agreement shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to make GRANTEE, or any of its agents, or employees to be the agent, employee or representative of the GRANTOR.

f) Employment of County Employees. GRANTEE 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 Agreement without written consent from GRANTOR.

g) Unauthorized Alien Workers. (GRANTEE agrees it shall not knowingly engage the services of any person who is an unauthorized alien worker, thus constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324e (Section 274A(e) of the Immigration and Nationality Act "INA"). GRANTOR shall consider GRANTEE's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

7. Liability and Insurance.

a) Neither Party, nor its respective officers, employees, or agents shall assume any liability for the acts, omissions, or negligence of the other Party, or the other Party's officers, employees, or agents.

b) The Parties further agree that nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity or the statutory limitations of liability under Section 768.28, Florida Statutes by either Party.

c) Each Party shall acquire and maintain throughout the term of the Agreement such liability insurance as required to respond to their obligations under this Agreement and Section 768.28, Florida Statutes.

8. Amendment, Assignment of Agreement. Amendments to this Agreement may be initiated by either Party. Amendments shall be formally ratified and approved by written amendment to this Agreement by both Parties. The GRANTEE shall not assign any portion of this Agreement without the written permission of GRANTOR. Any subcontracted services by GRANTEE shall be the sole responsibility of GRANTEE. The County Manager is authorized to sign amendments to this Agreement which do not increase the total dollar amount of the Grant.

9. Termination. If either Party fails or refuses to perform any of the provisions of this Agreement, or otherwise fails to timely satisfy the Grant provisions, either Party may notify the other Party in writing of the nonperformance and terminate this Agreement or such part of the Agreements 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, GRANTOR has no further obligation to GRANTEE.

The waiver by the GRANTOR of any of GRANTEE's obligations or duties under this Agreement shall not constitute a waiver of any other obligation or duty of the other party under this Agreement, nor shall a waiver of any such obligation or duty constitute a continuing waiver of that obligation of duty.

10. Right to Audit Records. In performance of this Agreement, GRANTEE shall keep books, records, and accounts of all activities related to this Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by GRANTEE in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by GRANTEE for a period of five (5) years after termination of this Agreement, unless returned to GRANTOR upon completion of the Agreement.

11. Public Records Disclosures. GRANTEE agrees that Florida has broad public disclosure laws, and that any written communications with the GRANTEE, to include emails, email addresses, a copy of this Agreement, and any supporting documentation related to this Agreement 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 GRANTEE's records relating to the acceptance and use of the Grant are public records that may be subject to production upon request. The GRANTEE agrees to keep and maintain these public records until completion of the Agreement. Upon completion of the Agreement, GRANTEE may continue to retain the public records for five years, or transfer, at no cost, to the GRANTOR, any public records in its possession in an electronic format readable by GRANTOR.

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

GRANTEE agrees that GRANTOR will consider all documentation the GRANTOR submits to Brevard County to support payment of this Grant to be subject to public records disclosure.

IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE BREVARD COUNTY MANAGER' OFFICE, C/O JOY ROTH, ADMINISTRATIVE ASSISTANT TO COUNTY MANAGER, 2725 JUDGE FRAN JAMIESON WAY, BUILDING C, SUITE 301. VIERA, FL 32940, JOY.ROTH@BREVARDFL.GOV, PHONE (321) 633-2001.

12. **Notices.** Any notices required or permitted by this Agreement 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:

GRANTEE:	GRANTOR:
	Frank Abbate, County Manager
	Brevard County
	2725 Judge Fran Jamieson Way Bldg C - Ste 301
	Viera, FL 32940
	321-633-2001

13. **Effective Date.** This Agreement shall be effective on the last day the Parties sign this Grant Agreement (the "Effective Date").

14. **Entirety, Construction of Agreement, and Counterparts.** This Agreement represents the understanding between the Parties in its entirety and no other agreements, either oral or written, exist between the GRANTOR and the GRANTEE. The Attachments are incorporated into this Agreement by this reference. The Parties acknowledge that they fully reviewed this agreement and had the opportunity to consult with legal counsel of their choice, and that this

Agreement shall not be construed against any party as if they were the drafter of this Agreement. This Agreement may be executed in counterparts all of which, taken together, shall constitute one and the same Agreement. GRANTEE warrants that it is possessed with all requisite lawful authority to enter into this Agreement.

15. Scrutinized Companies.

a.) The GRANTEE certifies that it and its Subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the GRANTOR may immediately terminate this Agreement at its sole option if the GRANTEE or its Subcontractors are found to have submitted a false certification; or if the GRANTEE, 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 Agreement.

b.) If this Agreement is for more than one million dollars, the GRANTEE 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 GRANTOR may immediately terminate this Agreement at its sole option if the GRANTEE, its affiliates, or its Subcontractors are found to have submitted a false certification; or if the GRANTEE, 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 Agreement.

d.) The GRANTEE agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

e.) 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.

16. Employee Eligibility Verification (E-Verify).

a) The GRANTEE shall comply with the applicable provisions of section 448.095, Florida Statutes. Upon request, GRANTEE 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 GRANTEE may alternatively provide an affidavit as to compliance with section 448.095(3)(b)(2), Florida Statutes.

b) A GRANTEE 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, GRANTEE 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 GRANTOR consistent with the terms of GRANTEE's enrollment in the program.

d) Compliance with the terms of this section is made an express condition of this Grant and the GRANTOR may treat a failure as grounds for immediate termination of this Grant.

e) A GRANTEE 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 GRANTEE 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) GRANTOR will not intentionally award a publicly-funded Grant to any GRANTEE 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)). GRANTOR shall consider a GRANTEE's intentional employment of unauthorized aliens as grounds for immediate termination of this Grant.

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. All conditions and assurances required by this Agreement are binding on Parties and their authorized successors in interest.

IN WITNESS WHEREOF, the Parties have executed this Grant Agreement on the last date written below.

GRANTEE

GRANTOR

Name, Title

Frank Abbate, County Manager

Date

Date

Approved as to Legal Form & Content

Name, Title

Date