Agenda Report

2725 Judge Fran Jamieson Way
Viera, FL 32940

Consent

F.22. 8/26/2025

Subject:

Approval of a Grant Agreement between Brevard County and the Economic Development Commission of Florida's Space Coast, Inc.

Fiscal Impact:

The requested action's fiscal impact in FY 2025-26 is $1,400,050. This funding level is unchanged from the FY 2024-25 Adopted Budget.

Dept/Office:

County Manager's Office

Requested Action:

It is requested that the Board of County Commissioners approve a FY 2025-26 Grant Agreement between Brevard County and the Economic Development Commission of Florida's Space Coast, Inc.

Summary Explanation and Background:

The proposed Grant Agreement, effective October 1, 2025, provides that the Economic Development Commission of the Space Coast (EDC) use funds exclusively for the EDC's efforts to retain and expand existing businesses in Brevard County and attract new businesses to the County.

The Grant Agreement enhances the EDC's programs of work and strategic goals to improve the economic growth and stability of Brevard County. The Grant funds will focus on:

(1) Assistance to companies 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.

Clerk to the Board Instructions:

BREVARD County
BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

August 27, 2025

MEMORANDUM

TO: Jim Liesenfelt, County Manager

RE: Item F.22., Approval of Grant Agreement between Brevard County and the Economic Development Commission (EDC) of Florida's Space Coast, Inc.

The Board of County Commissioners, in regular session on August 26, 2025, approved a FY 2025-26 Grant Agreement between Brevard County and the EDC of Florida's Space Coast, Inc. to use funds exclusively for the EDC's efforts to retain and expand existing businesses in Brevard County, and to attract new businesses. Enclosed is the executed Agreement.

Upon execution by the EDC, please return a fully-executed copy to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell

Kimberly Powell, Clerk to the Board

/ds

Encl. (1)

cc: Finance
Budget

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: ______________________	BY: ______________________
Lynda Weatherman, Executive Director	Rob Feltner, Chairman (As approved by the Board on AUG 2 6 2025)
DATE: ______________________	DATE: AUG 2 6 2025
	ATTEST: ______________________ Rachel M. Sadoff, Clerk to the Board

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: ______________________	BY: ______________________
Lynda Weatherman, Executive Director	Rob Feltner, Chairman (As approved by the Board on AUG 2 6 2025)
DATE: ______________________	DATE: AUG 2 6 2025
	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

ECONOMIC DEVELOPMENT COMMISSION
FLORIDA'S SPACE COAST

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	• 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	• 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	• 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.

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.	• 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	• 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	• 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.

Exhibit "C"

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.

Elevate Manufacturing as a Career Choice	• Promote manufacturing careers through awareness campaign. • Promote local employer success stories.

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	Actions
Promote Brevard as a Prime Business Location	• 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 Brevard

BEFORE ME, the undersigned authority, personally appeared Lynda Weatherman, who, being by me first duly sworn, made the following statement:

1. The Business address of 6525 3rd St. Rockledge (name of Contractor) is Economic Development Commission of Florida's Space Coast (ED

2. My relationship to EDC (name of Contractor) is President + CEO (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. EDC (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. EDC (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. EDC (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 22nd day of September, 2025

Notary Public

My commission expires:

December 27, 2028

STAMP

KATHRYN L. HEISEY
MY COMMISSION # HH 622803
EXPIRES: December 27, 2028

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: 09-29-2025 Title: President & CEO

STATE OF FLORIDA

COUNTY OF Brevard

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 22nd day of September, 2025, by (name of person making statement).

____

[Notary Seal] Notary Public Signature

Kathryn L. Heisey

KATHRYN L. HEISEY
MY COMMISSION # HH 622303
EXPIRES: December 27, 2028

Name typed, printed or stamped

My Commission Expires: December 27 2028

✓ 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.

EDC (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: Lynda Weatherman

Title: President & CEO

Signature: [signature] Date: 9-22-2025

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 EDC, 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: EDC

Authorized Signature: [signature] Date: 9-22-2025

Printed Name: Lynda Weatherman Title: President + CEO

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 22nd day of 2025, by E D a, as Lynda Weatherman on behalf of the Non-governmental Entity. They ☐ are personally known to me or ☐ have produced ____________ as identification.

Kathryn L Heisey
Notary Public Signature
Print, Type or Stamp Name of Notary: Kathryn L. Heisey
My commission expires: December 27, 2028

(Affix Notary Stamp or Seal)
KATHRYN L. HEISEY
MY COMMISSION # HH 622303
EXPIRES: December 27, 2028

Company ID Number: 1322534

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Economic Development Commission of Floridas Space Coast (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

   a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

   a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

   b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

   a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

E-Verify

Company ID Number: 1322534

Approved by:

Employer Economic Development Commission of Floridas Space Coast	
Name (Please Type or Print) Lynda Weatherman	Title
Signature Electronically Signed	Date 07/11/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/11/2018

E-Verify

Company ID Number: 1322534

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Economic Development Commission of Floridas Space Coast
Company Facility Address	6525 3rd St Suite 304 Rockledge, FL 32955
Company Alternate Address	
County or Parish	BREVARD
Employer Identification Number	592946685
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

Company ID Number: 1322534

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)

Company ID Number: 1322534

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Brenda Plocharczyk
Phone Number	(321) 638 - 2000
Fax Number	
Email Address	brendap@spacecoastedc.org

Name	Lynda L Weatherman
Phone Number	(321) 638 - 2000
Fax Number	
Email Address	president@spacecoastedc.org

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