



AGENDA REPORT
May 30, 2019

Grant Agreement Between Brevard County and the Economic Development Commission

SUBJECT:

Grant Agreement between Brevard County and the Economic Development Commission of Florida's Space Coast, Incorporated, (hereafter referred to as the EDC).

FISCAL IMPACT:

There is no further or future fiscal impact to the County. The current Grant Agreement with the EDC, dated September 16, 2014 authorizes an annual payment of \$1,400,050.

DEPT/OFFICE:

County Manager

REQUESTED ACTION:

Request that the Board of County Commissioners approve the Grant Agreement between the Brevard County and the Economic Development Commission of Florida's Space Coast, Inc., and authorize the Chair to sign the Grant Agreement.

SUMMARY EXPLANATION and BACKGROUND:

On January 8, 2019, the Board made a motion to have the County Manager review the Grant Agreement prior to it's renewal. The County Manager reviewed EDC's current Grant Agreement and negotiated the following additional terms in the Grant Agreement attached to this Agenda:

1. The term for renewals includes:
 - o The EDC will provide the County Manager with an annualized strategic work plan, no later than June 1st of each year.
 - o The County Manager will review the proposed annualized strategic work plan for the upcoming fiscal year and EDC's performance under the Grant Agreement, before recommending renewing the Grant Agreement each year.
2. Incorporated the provisions of section 125.045(4), Florida Statutes, that requires the EDC to submit a report by November 30th of each year that sets forth the specific use of the County's Grant funds.
3. The Grant Agreement establishes a March 1st due date for EDC to submit their Annual Audit to the County. The prior Grant Agreement did not specify a date for EDC's submission of their Annual Audit to the County.
4. The County Grant Bi-Annual Financial Report will be due prior to October 30 and

April 30 each year. The Current Grant Agreement the Grant Bi-Annual Financial Report is due prior to October 15 and April 15 each year.

The Executive Director of the EDC has executed the Grant Agreement.

ATTACHMENTS:

Description

- ▢ **EDC Grant Agreement**
- ▢ **EDC Bi-Annual Report**



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May 31, 2019

M E M O R A N D U M

TO: Frank Abbate, County Manager

RE: Item F.12., Grant Agreement Between Brevard County and the Economic Development Commission

The Board of County Commissioners, in regular session on May 30, 2019, executed Grant Agreement between the Brevard County and the Economic Development Commission of Florida's Space Coast, Inc. Enclosed is a fully-executed copy of the Agreement.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/cmw

Encl. (1)

cc: Contracts Administration
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 Corporation Not-for-Profit (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, 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 area, the Melbourne International Airport Authority, the Titusville-Cocoa Airport Authority, the Canaveral Port Authority, and military installations; and,

WHEREAS, the Economic Development Commission has a focus on the manufacturing and high tech industry, 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). This initial grant amount is for the fiscal year beginning October 1, 2019 and ending September 30, 2020. Each year this grant is in effect, 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 Economic Development Commission efforts to retain existing businesses in Brevard County and to attract new businesses to the County.

a. Generally. 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) Providing 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 manufacturing and high tech businesses in the county.

b. **Specific Annualized Work Plan.** Not later than June 1st of each year, the Economic Development Commission will provide the Brevard County Manager with an annualized strategic work plan for the upcoming fiscal year detailing annual activities of the Economic Development Commission, to include targeted marketing and business retention, and recruitment efforts. This plan will be attached and incorporated to this Agreement by reference as Exhibit B for each fiscal year that this Agreement is renewed.

The work plan for Fiscal Year beginning October 1, 2019 is attached as Exhibit B and incorporated by this reference.

c. Notwithstanding anything herein to the contrary, the Parties agree 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 and Renewals.** The initial term of this Agreement is one year, commencing with the fiscal year beginning on October 1, 2019 and ending on September 30, 2020. Not later than June 1st, the Economic Development Commission will submit its proposed annualized strategic work plan for the following fiscal year, and the County Manager will review this proposal and the Economic Development Commission's performance under the grant before recommending renewing the grant each year. In the COUNTY's sole discretion, the County Manager may annually opt to renew this grant unilaterally at the amount in paragraph 2, incorporating the annual work plan for each year as Exhibit B, for additional one year renewals. To renew, not later than October 1, the County Manager will send the Economic Development Commission a renewal letter, attaching a copy of the incorporated annual work plan. In the event the COUNTY does not adopt an annual county budget setting aside grant funds for the Economic Development Commission prior to October 1 of the upcoming renewal year, this Agreement shall be deemed terminated, without further notice required. In all cases, this agreement may not extend past September 30, 2024.

5. **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 EDC activities involving private companies, municipal corporations, airports, ports, chambers of commerce or other private organizations, but not involving the County.

6. 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.

7. 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 30th of each year this grant is in effect, 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. The portion on the specific use of grant funds will include the information contained at Exhibit A.

c. Annual Audit. By March 1st for each year this grant is in effect, the Economic Development Commission agrees to provide a copy of its annual audit of its financial records and operations conducted by a certified public accountant.

d. County Grant Bi-Annual Financial Report: Prior to October 30 and April 30, on a bi-annual basis, 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
- (5) Travel expenditures including, but not limited to
- i. Names of travelers
 - ii. Destination
 - iii. Event/s attended
 - iv. Total travel reimbursement for each trip
- (6) Lobbying organizations including, but not limited to
- i. Name of lobbying group
 - ii. Expenditures per individual lobbyist
- (7) A list of all employees by name, and title
- (8) Total compensation paid to all employees
- (9) Individual compensation for President & CEO and Senior Director(s) including:
- i. Salary
 - ii. Bonuses
 - iii. Stipends and/or allowances
- (10) Reimbursements to each board member, respectively, by name and nature of reimbursement

8. **Effective Date; Prior Agreements Superseded; Authority.** All prior agreements between the Economic Development Commission and the COUNTY are superseded and rendered inoperative as 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 the 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.

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

Signed, Sealed and Delivered in the presence of:

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

Brevard County

BY: 
Lynda Weatherman Executive Director

BY: 
Kristine Isnardi, Chair
(As approved by the Board on 5/30/19)

DATE: MAY 22, 2019

Date: May 30, 2019

ATTEST:


Scott Ellis, Clerk to the Board

The Economic Development Commission is pleased to present our Bi-annual report of total amount of County Grant Funds expensed in accordance with Amendment 2. The specific reporting is as follows:

- a. Advertising expenses-**\$6,238**
- b. Economic development client projects incentives, including the funding provided to each private and public-sector recipient of funds-**None this reporting period**
- c. A list of each event held by the EDC including the number of participants per event, and a detailed list of expenditures-**None this reporting period**
- d. Travel expenditures-**None this reporting period**
- e. Lobbying organizations-**None this reporting period**
- f. A list of all employees by name, and title-**See Organizational Chart attached**
- g. Total compensation paid to all employees-**\$428,803**
- h. Individual compensation for President & CEO and Senior Director(s)

Title	Employee Name	Salary Oct-Mar	Bonuses	Stipends/Allowances
President & CEO	Lynda Weatherman	\$0.00	\$0.00	\$0.00
Sr Director of Marketing and Strategic Initiatives	Trudy McCarthy	\$0.00	\$0.00	\$0.00
Sr Director, Business Development	Gregory Weiner	\$0.00	\$0.00	\$0.00

- i. Reimbursements to each board member, respectively, by name and nature of reimbursement- **None this reporting period**

The October 1, 2018 -March 31, 2019 Brevard County Grant Agreement Bi-Annual Financial Report is attached.

**October 1, 2018-March 31, 2019
Brevard County Grant
Financial Report**

	Grant Funds
Ordinary Income/Expense	
Income	
Brevard County Grant	\$ 700,025
Total Income	\$ 700,025
 Grant Expense	
Marketing, Communications & Programs	
Advertising and promotional materials	\$ 6,238
Memberships and Sponsorships	\$ 2,620
Marketing and strategic meetings	\$ 1,698
Software and IT support	\$ 9,898
Research data, software, website and tools	\$ 7,570
Facilities & Occupancy	\$ 61,210
General Administration	\$ 9,445
Personnel	
Salaries	\$ 428,803
Employee Benefits	\$ 92,149
Education & Training	\$ 2,795
Payroll Tax & expenses	\$ 40,016
Professional Services	
Audit	\$ 15,700
Tax Returns & Services	
 Total Expense YTD	\$ 678,141

SAMPLE

The Economic Development Commission of Florida's Space Coast fosters a strong economic base through the attraction and retention of high-wage job opportunities. The EDC program of work supports the advancement of a strong economy for Brevard County.

The EDC program of work will position Brevard County as a leader in job creation, with a strong business climate. The EDC will market the assets of our community to increase business investment and support a qualified pipeline of talent for existing industry.

EDC's work plan specific to the Brevard County Grant Agreement:

Targeted Industry Focus

Programs and initiatives focus on targeted industries which provide value added jobs and a high direct and indirect economic impact for the community. Primary industries will align with the State of Florida's targeted industry list.

1. Business Recruitment and Retention

Objective: Create positive economic impact by attracting and retaining investment within targeted industries.

Program of Work:

- Serve as the first point of contact with State of Florida economic development agencies for Brevard County project management.
- Partner with local and regional economic development agencies and organizations to ensure the streamlined and effective management of projects and initiatives across Brevard County.
- Support existing industry in identifying and utilizing resources to promote business growth and innovation. Programs to include:
 - G.O. Contracts on-line government contracting procurement software
 - Technology Docking - innovation and technology partnership with existing industry to capture spin-off business and product development
- Advocate for local military installations and defense entities within Brevard County
- Identify qualifying projects and submit proposals to secure Florida Defense Infrastructure and Defense Reinvestment Grants.
- Analyze and disseminate economic and business data into actionable intelligence for both strategic and competitive use; to include: on-line data center, website resource listings, community presentations, online and print publications.

-
- Engage with industry leaders to identify barriers to business start-up and growth through the following EDC Councils:
 - Industry Advisory
 - Innovation
 - Development
 - Space Coast Defense Alliance
 - Serve as the succinct voice for Brevard County's manufacturing based, managed through EDC's Manufacturing Association of Florida's Space Coast (MASC).
 - Promote career opportunities in manufacturing and the attainment of certified training, with a focus on CPT (certified production technician).

2. Marketing and Communications

Objective: Promote Brevard regionally, nationally and internationally to showcase our competitive advantages, existing industry success stories and quality of life.

- Develop and manage web-based marketing and social media campaigns.
- Engage with and outreach to national site selectors.
- Market Brevard County at local, regional and national levels through media outreach, advertising and targeted events.
- Meet with and educate local, state and national policy makers on programs supporting local economic development
- Connect workers in high-demand fields to career opportunities in Brevard.

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 NADIA FOLL, 2725 JUDGE FRAN JAMIESON WAY, BLG 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.