



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - Community Services Group

J.1.

10/14/2025

Subject:

Approval, Re: County Commission District Office Awards, FY 2025-2026 Marketing Support Program

Fiscal Impact:

FY 2025-2026 cycle: up to \$100,000 (up to \$20,000 per district office) from Fund 1446

Dept/Office:

Tourism Development Office

Requested Action:

It is requested the Brevard County Board of County Commissioners approve the following County Commission District Award allocations for the FY 2025-2026 Marketing Support Program.

	Event/Organization	Amount
District 1		
District 2	Field Manor Foundation	\$10,000
	Wizard of Oz Museum	\$10,000
District 3	Opted to return funds to	\$20,000
	Fund 1446	
District 4	Native Rhythm Festival	\$5,000
	Melbourne Art Festival	\$12,500
	Return to 1446	\$2,500
District 5	Green Gables	\$10,000
	Field Manor Foundation	\$10,000

Further, based on the facts specified, by approving this agenda item, the Board will make the legislative finding that Tourist Development Tax funds are authorized for grants pursuant to Section 125.0104(5)(a)3., Florida Statutes, and Section 102-119(3)a, (5)a, and (6)a. of the Brevard County Code of Ordinances. Each of the tourist-oriented events have as one of its main purposes the attraction of tourists, and the entity and the Space Coast Office of Tourism both intend to ensure marketing and promotion of these events to tourists.

Additionally, request authority for the Director, Tourism Development Office, to negotiate and sign all necessary agreements and related documents upon County Attorney's Office, Risk Management and Central Services approval and authorized the County Manager to execute necessary budget change requests.

Summary Explanation and Background:

The Marketing Support Program is designed to provide marketing support to events and year-round programming for eligible Cultural and Sports organizations. Each County Commission District Office may choose to allocate up to \$20,000 to two organizations that applied to the program but did not meet the minimum attendance. Award amounts must not exceed the minimum awards amounts in Section 6.0. This is to be approved by the Brevard County Board of County Commissioners.

The program is administered by the Tourism Development Office to promote events and year-round programming to tourists to attend high quality cultural and/or sports events to generate significant economic impact through participant spending.

Clerk to the Board Instructions:

Please return a memo of the Board's action to the Tourism Development Office and CAO.



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

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Kimberly.Powell@brevardclerk.us

October 15, 2025

M E M O R A N D U M

TO: Peter Cranis, Tourism Development Director

RE: Item J.1., Approval of County Commission District Office Awards for Fiscal Year (FY) 2025-2026 Marketing Support Program (MSP)

The Board of County Commissioners, in regular session on October 14, 2025, approved County Commission District Award allocations for the FY 2025-2026 MSP as follows:

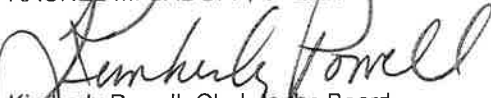
- District 1 – All Veterans Reunion at Wickham Park - \$5,000;
- District 2 – Wizard of Oz Museum - \$5,000;
Space Coast Art Festival - \$5,000;
All Veterans Reunion at Wickham Park - \$5,000;
Space Coast Birding and Wildlife Festival - \$5,000;
- District 3 – Opted to return funds to Fund 1446 - \$20,000;
- District 4 – Native Rhythm Festival - \$5,000
Melbourne Art Festival - \$12,500
All Veteran Reunion at Wickham Park - \$2,500;
- District 5 – Green Gables - \$10,000;
Field Manor Foundation - \$10,000;

Further, based on the facts specified, by approving this Agenda Item, the Board made Legislative finding that Tourist Development Tax funds are authorized for grants, pursuant to Section 125.0104(5)(a)3., Florida Statutes, and Section 102-119(3)a., (5)a., and (6)a. of the Brevard County Code of Ordinances; each of the tourist-oriented events have as one of its main purposes the attraction of tourists, and the entity and the Space Coast Office of Tourism both intend to ensure marketing and promotion of these events to tourists; authorized you to negotiate and sign all necessary agreements and related documents, upon County Attorney's Office, Risk Management, and Central Services approval; and authorized the County Manager to execute all necessary budget amendments.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK



Kimberly Powell, Clerk to the Board

/ds

cc: Each Commissioner
County Manager
County Attorney
Finance
Budget



**BREVARD COUNTY
TOURISM DEVELOPMENT OFFICE**

Criteria

MARKETING SUPPORT PROGRAM

Fiscal Year 2025-2026

MARKETING SUPPORT PROGRAM

Fiscal Year 2025-2026

1.0 INTRODUCTION & BACKGROUND

This program is provided by the Brevard County Board of County Commissioners through the use of the Local Option Tourist Development Act, pursuant to Section 125.0104(5)(a)3., Florida Statutes, and Section 102-119(3)(5)a(6) of the Brevard County Code of Ordinances.

The Marketing Support Program will provide support to events and year-round programming. The Tourist Development Council, and the Board of County Commissioners will review and approve the final support amounts. Funds will be allocated from Fund 1446 Cultural Fund and 1441 Marketing Fund to support the program. For qualified events or year-round programming, the Marketing Support Program will provide out-of-county advertising and marketing by the TDO and/or defray the cost of renting event venues or facilities operated by Brevard County. Or in the case of an event that does not require or want out-of-county advertising and marketing, a reimbursement (with proper supporting documentation) will be available in the amount of eligible funding as designated in Section 6.0. Additionally, each County Commission district office will receive funds to allocate as they choose to organizations that applied to the program but did not meet the minimum attendance. Award amounts must not exceed the minimum awards amounts in Section 6.0 and each district office may grant up to two organizations. This is to be approved by the Brevard County Board of County Commissioners. Organizations must meet or exceed the event criteria to receive this support, and events must occur between October 1, 2025, and September 30, 2026.

2.0 STATEMENT OF APPLICANT RESPONSIBILITY

Please read this entire document carefully.

The Tourism Development Office (TDO) will review the submitted applications when the deadline closes to determine if the application is complete and has met the criteria for support. If the request is deemed eligible and has met all the criteria, support will be awarded according to the Support Amount Tier in Section 6.0. The Support Amount Tier is determined by out-of-county attendance (for Sports- the per room night calculation as determined by the Tourism Development Office) for events and year-round programming. Once the eligibility level has been determined, the organization will be notified. The event organizer/organization is bound by these Criteria and the County's Terms and Conditions. If the event is canceled or postponed and the event already received support, the organization may be restricted for applying for support in future years. Incomplete or incorrect requests will not be accepted and will not be considered for support. Organizer/organizations must comply with deadlines set by TDO staff for submitting

event information and assets or support will not be able to be provided. Applications that arrive after the due date will not be reviewed or considered. If you have any questions, please contact Deborah Webster at Deborah.Webster@VisitSpaceCoast.com.

3.0 ANTI-LOBBYING

All applicants are restricted from lobbying Tourist Development Council members, TDC sub-committee members, or TDO staff from the time the request window is open until final determination of support. Applicants may not attempt to influence their deliberations to secure support, either verbally or in writing. Any questions concerning support or the process from either applicants or committee members should be directed to the designated staff at the Tourism Development Office.

4.0 PROCESS AND KEY DATES

The FY 2025-2026 Marketing Support Program will provide out-of-county advertising/marketing support for qualified events or year-round programming and/or defray the costs of renting event venues or facilities operated by Brevard County. Or in the case of an event that does not require or want out-of-county advertising/marketing, a reimbursement (with proper supporting documentation) will be available in the amount of eligible funding as designated in Section 6.0. Additionally, each commissioner district office will receive funds to allocate as they chose to organizations/events that applied to the program but did not meet the minimum attendance (award amounts must not exceed the minimum awards amounts in Section 6.0 and each district office may grant up to two organizations). This is to be approved by the Brevard County Board of County Commissioners. Organizations must meet or exceed the event criteria to receive this support, and events must occur between October 1, 2025, and September 30, 2026.

March 26, 2025	FY2025-2026 Marketing Support Program TDC for recommendations
April 22, 2025	FY2025-2026 MSP criteria & application to BoCC for approval
May 1, 2025	FY2025-2026 Marketing Support Program application window opens
May 1, 2025	FY2025-2026 Non-mandatory Information meetings
June 9, 2025	FY2025-2026 Marketing Support Program application window closes at 9am ET
July 23, 2025	TDC for review & funding recommendations
August 12, 2025	BoCC for final approval
September 30, 2026	Program ends and final reports due

The above dates are subject to change. Changes will be publicized in advance.

The Tourism Development Office will oversee the Marketing Support Program. The TDC will review and recommend approval of the program Criteria, Application, and Support Tier Amounts and the Brevard County Board of County Commissioner will approve the Criteria and Application. The program will be administered by the Tourism Development Office (TDO). In the event that the total applicants' support exceeds the total budget for the Marketing Support Program, support awards may be reduced proportionately in order to stay within the total budget amount allocated to the program.

5.0 ELIGIBILITY

The primary purpose of the Marketing Support Program is to promote Brevard County as an event destination and to attract out-of-county visitors. For qualified events or year-round programming, the Marketing Support Program will provide out-of-county advertising and marketing by the TDO and/or defray the cost of renting event venues or facilities operated by Brevard County. Or in the case of an event that does not require or want out-of-county advertising and marketing, a reimbursement (with proper supporting documentation) will be available in the amount of eligible funding as designated in Section 6.0. *Additionally, each County commission district office will receive funds to allocate as they chose to organizations/events that applied to the program but did not meet the minimum attendance (award amounts must not exceed the minimum awards amounts in Section 6.0 and each district office may grant up to two organizations).* This is to be approved by the Brevard County Board of County Commissioners. These events/year-round activities can be categorized as the following:

- Events for organizations - single day and multi-day festivals, fairs, sports tournaments & events, etc.
- Year-round programming for arts & cultural organizations – that operate year-round such as: theaters, symphonies, concerts, museums, etc.

To qualify for the FY 2025-2026 Marketing Support Program, the event/year-round programming must meet all of the following criteria:

1. In order to be eligible for the FY 2025-2026 cycle, organizations must complete and submit a FY 2025-2026 Marketing Support Program application
2. Each event/year-round programming should attract a minimum of 5,001 out-of-county attendees for Sports- the per room night calculation as determined by the Tourism Development Office)
3. The event/year-round programming must have at least (1) year of relative prior event/year-round programming experience for measurement
4. Events/year-round programming must be held at an ADA-compliant facility and must be conducted in compliance with current ADA guidelines
5. All events/year-round programming supported by the Brevard County Board of County Commissioners must be suitable for viewing by people of all ages and non-political in

nature.

6. Marketing and other support will be given in preference to organizations operated in Brevard County before those outside of Brevard County.
7. If an event is canceled or relocates outside Brevard County after the Notice of Award has been fully executed and reimbursement is complete, the reimbursement amount must be returned to Brevard County and no other funds may be requested. Likewise, if a Brevard County organization providing year-round programming closes or relocates outside Brevard County within the grant cycle, all or a portion of any reimbursements must be returned to Brevard County and no further reimbursements may be requested.

Organizations may submit only one application per event.

To be considered for this program, the event/year-round programming must be held in-person with in-person attendees, with the goal of attracting out-of-county visitors to Brevard County. Virtual events or media outlets will not qualify for this support. To be considered for this support at least 5,001 attendees must be from out-of-county. The out-of-county attendee measurement shall be conducted by TDO staff as a combined effort of an online tracking tool and/or organization's verified ticketing system.

To be eligible to apply for participation in the Marketing Support Program an organization must:

- a. Submit required documentation - Certificate of Insurance and associated Endorsement pages (COI) if requested, proof of incorporation in the State of Florida, and most recent 990 form.
- b. Be incorporated for a minimum of two (2) years as a 501(C)(3), or a for-profit business.
- c. Have held the event/year-round programming for at least one (1) year.
- d. Organizers must fully cooperate with TDO staff on any requests for guest information, surveys, and any other information.

6.0 AVAILABLE FUNDS

Funds may be available for the fiscal year 2025-2026 Marketing Support Program to support events/year-round programming in Brevard County that attract out-of-county visitors. This program is on an annual cycle only.

For FY 2025-2026 the Marketing Support Program will provide up to \$500,000, or available unincumbered funds, whichever is lower, from the Cultural Fund (1446) (funds to be moved into the 1441 Marketing Fund). Also, up to \$240,000 may be used from 1441 Marketing Fund in addition.

Support Amount Tiers**Cultural-**

# of Out-of-County attendees (as determined by cellular data)	Funding (up to....)	Program
District Office Awards	Up to \$20,000	Marketing Support Program
5,001 – 10,000	\$12,500	Marketing Support Program
10,001 – 25,000	\$17,500	Marketing Support Program
25,001 – 50,000	\$22,500	Marketing Support Program
50,001+	\$45,000	Marketing Support Program

Sports-

Sports funding awards will be calculated at \$15 per room night. An event must meet the eligibility requirements in Section 5.0 and have a minimum of 250 room nights. Maximum funding per event is \$25,000. Room night counts will be determined by the Sports Commissioner from prior years' data and TDO staff analysis. Sports events not achieving the room night number will have their award reduced to equal the actual number of room nights multiplied by \$15.

The Marketing Support Program will provide support to events and year-round programming by three categories to be chosen by the organization after they have been awarded funding. Organizations may allocate their award funds as they desire by the following categories:

Category #1 - For qualified events or year-round programming, the Marketing Support Program will provide out-of-county advertising and marketing by the TDO staff. TDO staff will select, place and pay for advertising/marketing for organizations as determined by Support Amount Tiers above. Organizations may select the events to be included in their MSP campaign but may not exceed three events.

Category #2 – For qualified events or year-round programming, the Marketing Support Program will defray the cost of renting event venues or facilities operated by Brevard County. TDO staff will coordinate and pay on behalf of organizations for support amount as determined by Support Amount Tiers above based on Sports awards to be determined by the Sports Commissioner from prior years' data and TDO staff analysis.

Category #3 – For qualified events that do not require or want out-of-county advertising and marketing (i.e. invitationals, championships, all-stars, etc.), a reimbursement (with proper supporting documentation) will be available in the amount of eligible funding as designated in Section 6.0. This will be coordinated by the TDO staff and the organization.

The TDO Marketing staff will select media partners and place out-of-county advertising and marketing for each eligible organization as per the Support Amount Tier table above. TDO staff

will execute a plan and purchase appropriate advertising and marketing up to the awarded support amount. TDO staff will coordinate with the organizations that wish to utilize the option to defray rental costs for event venue or facilities operated by Brevard County and/or those eligible for the sports sponsorship.

The Tourist Development Office reserves the right to cancel/withdraw funding to this program at any time without cause. Organizations submit applications at their own cost and risk, without expectation of or reliance of receiving support. Funding amounts are based on Tourism Development Council recommendations and may be reduced based on available funding and the number of events receiving support. Annual funding of this program is subject to the Brevard County budgeting approval process and adequate receipt of Tourist Development Tax revenues within Cultural fund.

Organizations/organizers must cooperate with TDO staff and meet all deadlines for receiving requested items, if organizations/organizers do not supply item by the deadline there is no guarantee of full marketing support. Support is contingent on event organizer supplying requested event information to TDO 90 days prior to the event date. The TDO will work with the organizers, gain approvals, and execute the plan before the event. See Section 6.0 for details on the Support Amount Tier packages.

7.0 ELIGIBLE USE OF FUNDS

Funds must be used for the event or year-round programming as proposed in the applicant's submitted application, as well as the Notice of Award agreement.

- Funds may **not** be used to finance projects that are already fully funded unless a project can be significantly enhanced with additional funds.
- Funds may **not** be used to pay debt obligations.
- Funds may **not** be used for grant applications or routine maintenance.

Allowable and non-allowable:

Allowable Costs:

- Expenditures within the grant period specified on the application and/or the period specified by the Brevard County Budget Department; and,
- They are solely for the purposes of the event or year-round programming and can be easily identified as such.

Non-Allowable Costs:

- Expenditures before or after the grant period;
- Lobbying or attempting to influence federal, state, or local legislation;
- Capital improvements, including but not limited to new construction, renovation, and

- installation or replacement of fixtures in the permanent facility of the organization;
- Bad debts, contingencies, fines and penalties, interest, other financial costs and costs of litigation or tuition;
- Plaques, awards, scholarships, gift cards, prize money or certificates;
- Items for resale
- Projects which are restricted to private or exclusive participation;
- Regranting (using County funds to underwrite local grants programs) contributions and donations;
- Any other expenditure not authorized by Chapter 125 of the Florida Statutes or Brevard County Codes and Policies or any other law.

8.0 APPLICATION SUBMITTAL PROCEDURES

The Marketing Support Program application may only be submitted electronically through an online portal link that will be available to interested organizations on May 1, 2025.

A non-mandatory information meeting will be conducted for Cultural and Sports on May 1, 2025. The application deadline is no later 9am June 9, 2025 to be considered for support.

If you have questions about the application or program, please make them in writing to Deborah Webster at Deborah.Webster@VisitSpaceCoast.com until the application deadline.

CULTURAL

Topic: Marketing Support Program – Cultural

Time: May 1, 2025, at 10AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/81186405182>

811 8640 5182

SPORTS

Topic: Marketing Support Program – Sports

Time: May 1, 2025, at 11AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/kUUUs0o1lv>

896 2817 6815

9.0 EVALUATION CRITERIA AND APPROVAL PROCESS

On the close of the application window, Monday, June 9, 2025, 9am EST, TDO staff will receive and review all applications to ensure they have met eligibility for the program:

1. Applications must be submitted by the deadline; no later arrivals will be accepted.
2. Applications must be complete and contain all required information.
3. Applications are for eligible events/year-round programming only.
4. Applications must meet the minimum out-of-county visitor requirements.
5. TDO staff will review the applications for eligibility and have direction and authority to disqualify those who do not meet the minimum requirements.
6. TDO staff will create a worksheet listing all received applications who meet the minimum requirements and eligibility. Support amounts will be assigned to each organization as per Section 6.0 Available Funds.
7. Eligible applicants will be sent to the Tourist Development Council and the Board of County Commissioners for review and approval of recommended funding levels. The Board of County Commissioners may choose to increase or decrease the amount recommended by the TDC.

10.0 REPORTING REQUIREMENTS

For FY 2025-2026 cycle applicants are required to complete one final event report. Applicants will be provided a reporting link to complete the final report by 30 days after the completed event or by September 30, 2026.

11.0 CREDIT & LOGO

Event/year-round programming organizers must agree to prominently place the Space Coast Office of Tourism logo on all marketing materials, advertising, website, and other marketing-related communications promoting the event/year-round programming, including display advertising, printed collateral, email marketing, etc. The logo must be easily legible and should be displayed in a manner which does not distort or warp the original logo file. Logo usage standards will be provided as well as high resolution vector logos to be included in event materials. Additionally, the following language should be included in all marketing materials as space allows;

This event is supported by the Brevard County Board of County Commissioners and the Space Coast Office of Tourism.

Logos are available for download at <https://tinyurl.com/SpaceLogo24-25> or may be request via an email to marketing@visitspacecoast.com.

12.0 GRANT REIMBURSEMENT REQUESTS

The funds for these reimbursements are strictly regulated by Florida State Statutes, Brevard County Code of Ordinances, and Brevard County policies/procedures. The aforementioned regulations relate to the use and disbursement of Tourist Development Tax (TDT) revenue funds.

Prior to preparing your reimbursement, ensure that the expenses/costs for which you are requesting reimbursement are consistent with your grant agreement. Also, note all Tourism Development Office Grants are reimbursement based. They ARE NOT direct vendor payments or pre-payments.

All documents and invoices provided will become subject to Public Records laws. All documents submitted for reimbursement must have all sensitive information redacted or documents will not be accepted.

Please submit your TDO Grant Reimbursement Request Form in Excel provided to you by your liaison and the reimbursement backup listed below in Adobe PDF format.

Submit reimbursement requests including supporting documentation within 30 days for events that have already occurred and 60 days for events post signature on the Notice of Award agreement. Deadline for ALL reimbursement requests for FY 2025-26 is close of business Friday, October 2, 2026.

Each Reimbursement Request submission package must contain the following four (4) items (in this order):

1. The TDO Reimbursement Request Form (RRF, a provided Excel document).
 - A. Vendor invoices must be listed line by line.
 - B. Vendor name, vendor invoice #, description of grant related service and amount of reimbursement being requested must be included.
 - C. Invoice numbers on the form are not the 1, 2, 3 numbers shown on the right side of the form, they are the actual vendor invoice number.

2. Vendor Invoices and Receipts for Allowable Expenses.

- A. Invoices and receipts must have the line # (the 1, 2, 3... numbers shown on the right side of the form) on the top of each page of backup that corresponds with line # on the Grant Reimbursement Request Form.
 - B. This includes the invoice and/or receipt for any grant reimbursable product or service.
3. Financial Proof of Goods and Services purchased with grant funding in the form of cancelled checks (front and back copy), ACH direct payment receipts, credit card receipts and statements. ALL account numbers, bank routing numbers, social security numbers, authorizing signatures and other credit card transactions MUST be redacted (blacked out).
4. Backup Proof of Completed Grant Related Goods and Services which focus on promoting Brevard County tourism to include:
- Copies of any advertising whose purpose is to drive tourism to Brevard County
 - Photos of rental tents or equipment
 - Photos of equipment purchased in support of the grant
 - Screenshots of website and social media
 - Copies of the printed material
 - Copies or photos of the signs to ensure they were not used for some other purpose
 - If payroll is being requested for reimbursement, the line on reimbursement cover sheet requires an abbreviated personnel description that is grant related along with the pay period dates. Leave the invoice field blank for payroll items
 - Copies of vendor reports or materials lists
 - Any other allowable, reimbursable expense that was listed in the grant application budget and grant agreement.

Refer to Section 7.0 “Eligible Use of Funds” for descriptions of allowable and unallowable expenses that can be reimbursed under this grant program.

13.0 TERMS & CONDITIONS

By submitting an application for this program, the applicant agrees to be bound by the following terms and conditions should the support be awarded:

The terms County shall mean the Brevard County Board of County Commissioners acting through the TDO and Awardee means the Applicant. The term Parties means both the County and Awardee.

This program is contingent upon the availability of applicable tourist development tax funds and

subject to any limitations provided by Section 125.0104(5)(a)3., Florida Statutes, and Section 102-119(3)a, (5), and (6) of the Brevard County Code, as either may be amended from time to time. Should funds no longer be available, the COUNTY shall provide written notice to the AWARDEE. This program and funding are not a lien, either legal or equitable, on any of the COUNTY's non-tourist development related revenues.

As a condition for receiving support under this program, the AWARDEE certifies that it has appropriate criminal background screening procedures in place to evaluate any employee, contractor, subcontractor, agent, representative or volunteer supported by this funding who is expected to have unsupervised access to or direct substantial contact with at-risk populations. The AWARDEE 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 program, if such employee, contractor, or volunteer is expected to have unsupervised access to or direct substantial contact with at-risk populations.

"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. Compliance with the terms of this section is made an express condition of this program and the COUNTY may treat the AWARDEE's failure or refusal to perform the requirements herein as grounds for immediate termination of funding. Such termination is effective upon the AWARDEE's receipt of a Notice of Termination from the COUNTY. Upon termination, COUNTY has no further obligations to AWARDEE. If the AWARDEE 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 program, 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 AWARDEE will be barred from receiving future County-sponsored funding.

AWARDEE agrees and understands that all funding authorized through this support shall be used only for eligible activities in accordance with Federal, State and Local law, and this program.

I. Legal Responsibilities and Waiver of Trial by Jury

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

AWARDEE agrees to comply with all federal, state and local laws, and is responsible for any and all permits, fees, and licenses necessary to perform the event or activity. Nothing in this support shall be construed as a waiver by COUNTY of any requirements for local permits, fees, and licenses.

AWARDEE shall perform the services independently and nothing contained in this Agreement shall be construed to be inconsistent with this relationship or status. Nothing in this support shall be interpreted or construed to make AWARDEE, or any of its agents, or employees to be the agent, employee or representative of the COUNTY.

AWARDEE shall not engage the services of any person or persons now employed by Brevard County, on a private basis, to provide services relating to this support without written consent from Brevard County. This does not prevent AWARDEE from using, reserving, or renting Brevard County facilities. The waiver by COUNTY of any of AWARDEE's obligations or duties under this support shall not constitute a waiver of any other obligation or duty of the other Party under this support, nor shall a waiver of any such obligation or duty constitute a continuing waiver of that obligation of duty.

This support shall not obligate or make COUNTY or AWARDEE liable to any Party other than the Parties. Oversight of any AWARDEE staff will be the responsibility of AWARDEE.

If any provision of this program is held invalid, the remainder of this t shall not be affected if such remainder continues to conform to the terms and requirements of applicable law.

II. Indemnification and Hold Harmless

AWARDEE shall indemnify, defend, and hold harmless COUNTY for the negligent acts and omissions of AWARDEE's own employees and agents in the performance of event or activity sponsored by this support, to the extent permitted by law, and against any and all third-party claims, suits, proceedings, losses, liabilities, damages, fees and expenses (including reasonable attorney's fees and expenses) related to the event or activity. AWARDEE expressly agrees that COUNTY has no liability to AWARDEE for AWARDEE's event or activity or AWARDEE's operation. Nothing in this support is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of COUNTY's sovereign immunity protection as set forth in section 768.28, Florida Statutes. The Parties acknowledge specific consideration has been exchanged for this provision.

III. Assignment of Agreement

AWARDEE shall not assign any portion of this support without the written permission of COUNTY. All conditions and assurances required by this support are binding on the Parties and

their authorized successors in interest.

IV. Insurance

If you are awarded support under this program, you will be required to procure and maintain, at your own expense and without cost to the COUNTY, policies on insurance known as General Liability Insurance covering the Contractor against any and all claims, demands and causes of action whatsoever for injuries received and damages to property in connection with the use, occupation, management or control, including errors and omissions coverage upon TDO request. Depending on the event sponsored, the TDO may require additional insurance. Award recipients shall provide TDO staff with a Certificate of Insurance (COI) prior to October 1, 2024, for year-round programming and 30 days prior the event beginning. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of grantee under the terms of the Grant. The following items are required of each COI;

- Box labeled “Certificate Holder” – shall read “Brevard County, 150 Cocoa Isles Blvd, St. 401, Cocoa Beach, FL 32931”
- Box labeled “Description of Operations/locations/vehicles” – shall read
“Brevard County is listed as an Additional insured”
- Provide Endorsements pages which provide that your entity is endorsed as an additional insured.

It is the responsibility of the AWARDEE to provide insurance documents to the TDO staff and to re-submit updated insurance prior to their expiration if this occurs during the program period.

AWARDEE agrees to procure and maintain, at its own expense and without cost to COUNTY, the following types of insurance. In the sole discretion of the TDO, the TDO may require additional amounts or types of insurance depending on the type of event or activity. Any additional requirements will be included in notice to the AWARDEE. The policy limits required are to be considered minimum amounts:

a. General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include personal injury, contractual liability, and errors and omissions coverage.

b. Auto Liability Insurance policy which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence, as well as, Full Coverage Vehicle Insurance to include Liability (as above), Collision, Comprehensive, PIP and Uninsured Motorists.

c. Workers' Compensation and Employers Liability insurance policy covering all employees of AWARDEE that work on this Grant, as required by law. Coverage shall be for all employees directly or indirectly engaged in work on this Grant, with limits of coverage as required by State law.

d. AWARDDEE will provide certificates of insurance to COUNTY demonstrating that the insurance requirements have been met prior to the commencement of work under this program.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of AWARDDEE under the terms of the program.

VI. Termination

If either Party fails or refuses to perform any of the provisions required under the program Criteria, application, or otherwise fails to timely satisfy the program provisions, either Party may notify the other Party in writing of the nonperformance and terminate the support or such part of the program award as to which there has been a delay or a failure to properly perform. Such termination is effective upon the Party's receipt of the Notice of Termination. Upon termination, COUNTY has no further obligation to AWARDDEE.

VII. Right to Audit Records

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

VIII. Scrutinized Companies

A. The AWARDDEE 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 award at its sole option if the AWARDDEE or its Subcontractors are found to have submitted a false certification; or if the AWARDDEE, or its Subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the program period.

B. If this support is for more than one million dollars, the AWARDDEE further certifies that it and its Subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.

C. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this support at its sole option if the AWARDDEE, its affiliates, or its Subcontractors are found to have submitted a false certification; or if the AWARDDEE, 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 program.

D. The AWARDDEE agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this program.

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

IX. Public Records Disclosures

AWARDEE agrees that Florida has broad public disclosure laws, and that any written communications with AWARDDEE, to include emails, email addresses, a copy of this program, and any supporting documentation related to this program are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute.

Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. In this case, the portion of the AWARDDEE's records relating to the acceptance and use of the COUNTY funding are public records that may be subject to production upon request. The AWARDDEE agrees to keep and maintain these public records until completion of the event or activity. Upon completion, AWARDDEE may continue to retain the public records for five years, or transfer, at no cost, to the COUNTY, any public records in its possession in an electronic format readable by COUNTY.

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

AWARDEE agrees that COUNTY will consider all documentation submitted to Brevard County related to this program may be subject to public records disclosure.

IF AWARDDEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AWARDDEE'S DUTY TO PROVIDE PUBLIC RECORDS CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF TOURISM, C/O ADMINISTRATIVE SECRETARY, 150 Cocoa Isles Blvd., Cocoa Beach, FL 32931, PHONE (321) 433-4470.

X. Notices

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

COUNTY:

Brevard County Tourism Development Office
c/o Executive Director
150 Cocoa Isles Blvd.
Cocoa Beach, Florida 32931
Phone: (321) 433-4470

AWARDEE:

Contact information listed on AWARDEE's application.

XI. Foreign Disclosures

AWARDEE will complete COUNTY's foreign disclosure form and make any required disclosures to the State of Florida.

Board Meeting Date

10-14-25

Item Number: J.1

Motion By: TG

Second By: KD

Nay By: _____

Commissioner	DISTRICT	AYE	NAY
Commissioner Delaney	1	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vice Chair Goodson	2	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Commissioner Adkinson	3	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Commissioner Altman	5	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Chairman Feltner	4	<input checked="" type="checkbox"/>	<input type="checkbox"/>