



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - Community Services Group

J.3.

4/4/2023

Subject:

Approval of the Tourist Development Council (TDC) FY 2023-2024 Tourism + Lagoon Grant Program Funding, Guidelines, Application and Committee Scoresheet.

Fiscal Impact:

FY 2023-2024: Program funding of \$1,000,000 collected by the Tourism Development Tax as directed by the Board

Dept/Office:

Tourism Development Office

Requested Action:

It is requested the Brevard County Board of County Commissioners approve the Tourist Development Council FY 2023-2024 TDC Tourism + Lagoon Grant Program Guidelines, Application and Committee Scoresheet. It is also requested that the Board approve funding of the FY 2023-2024 Tourism + Lagoon Grant Program applications which shall come before the Board for final funding approval as the grant application cycle commences.

Additionally, it is requested that the Tourism Development Office Director be authorized to negotiate and sign all necessary grant agreements and related documents upon County Attorney Office, Risk Management and Purchasing Services approval.

Summary Explanation and Background:

These funds are put in place each fiscal year for projects approved by the TDC Beach Improvement Committee, the Tourist Development Council, and the Brevard County Board of County Commissioners. Reimbursable grant awards are available to support projects that promote and benefit tourism on the Space Coast and promote the health of the Indian River Lagoon. These Tourism + Lagoon Grant Program projects are approved and supported through the Beach Improvement Committee and will serve as safe, world-class projects that promote tourism to the Space Coast, support the health of the Indian River Lagoon and are open and available to both tourists, visitors and the community.

The Beach Improvement Committee at their March 14, 2023 meeting, and the Tourist Development Council at their March 22, 2023 meeting, voted unanimously to recommended the Board approve the FY 2023-2024 TDC Tourism + Lagoon Grant Program Funding, Guidelines, Application and Committee Scoresheet. A summary of the revisions to the Tourism + Lagoon Grant Program Application, Guidelines and Scoresheet are:

-Page 3 of the TDC Tourism + Lagoon Grant Program Guidelines - Addition - 1.0 Introduction and Background
"Grant projects must take place in the area outlined in the Indian River Lagoon Watershed Map provided as

Exhibit (B).“

-Page 4 of the TDC Tourism + Lagoon Grant Program Guidelines - Addition - 4.0 Application Process and Key Dates - Grants have been extended to two years and give the Director of the TDO the ability to grant a one-year extension.

-Page 6 and 7 of the TDC Tourism + Lagoon Grant Program Guidelines - Clarification - 7.0 Eligible Use of Funds - Matching Funds Requirements and Bonus Points have been clarified.

-Page 9 of the TDC Tourism + Lagoon Grant Program Guidelines - Addition - 10.0 Terms and Conditions of Grant Awards - An applicant may not submit more than 1 (one) application per project and the Director of the TDO has the ability to grant a one-year extension.

-Page 9 of the TDC Tourism + Lagoon Grant Program Guidelines - Addition - 11.0 Reporting Requirements - Grant recipients will provide TDO with a mid-project and a final report to show how the grant funding was expended, and how the overall project has operated during the term of the grant.

-Page 20 Fiscal year date change on the Score Sheet of the TDC Tourism + Lagoon Grant Program Guidelines.

-Page 20 Score Sheet of the TDC Tourism + Lagoon Grant Program Guidelines - Clarification - Requests must achieve a minimum of 75% of standard points (78.75) to be considered for funding, excluding bonus points. (Maximum 105 points, 78.75 equals a qualifying score of 75%)

-Fiscal year date changes on the TDC Tourism + Lagoon Grant Program Application.

-TDC Tourism + Lagoon Grant Program Application - Addition - Question 6, “Describe your project.”

Clerk to the Board Instructions:

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

A large, stylized handwritten signature in black ink, appearing to be a cursive name, is written across the page below the instructions.

Key:

Yellow Highlight – Items changed or reworded by the Beach Improvement Committee at the March 14, 2023 Meeting.

Grey Highlight – Items that have been added by the County Attorney’s Office.

Text without highlights – Items that have not changed from previous years.



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Kimberly.Powell@brevardclerk.us

April 5, 2023

MEMORANDUM

TO: Peter Cranis, Tourism Development Director

RE: Item J.3., Tourism Development Council (TDC) FY 2023-2024 Tourism + Lagoon Grant Program Funding, Guidelines, Application and Committee Scoresheet

The Board of County Commissioners, in regular session on April 4, 2023, considered the TDC FY 2023-2024 TDC Tourism + Lagoon Grant Program Guidelines, Application and Committee Scoresheet; and considered funding of the FY 2023-2024 Tourism + Lagoon Grant Program applications which shall come before the Board for final funding approval as the grant application cycle commences, but took no action.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/ds

cc: County Attorney
Each Commissioner
District 5, Chief of Staff
Finance
Budget



**BREVARD COUNTY
TOURISM DEVELOPMENT OFFICE**

Guidelines

**TOURISM + LAGOON
GRANT PROGRAM**

Fiscal Year 2023-2024

Fiscal Year 2023-2024

TOURISM + LAGOON GRANT PROGRAM

1.0 Introduction and Background

This grant is provided by the Brevard County Board of County Commissioners through the use of the Local Option Tourist Development Act, pursuant to State and Local law.

The Tourism + Lagoon Grant Program is a program administrated by the Tourism Development Office.

The primary purpose of the Tourism + Lagoon Grant Program is the development of projects that demonstrate a benefit to the health of the Indian River Lagoon and a positive impact to Brevard County tourism such as, but not limited to:

- a. Living Shorelines – Sustainable Restoration and Protection
- b. Habitat Restoration - Support Fishing/Wildlife Viewing
- c. Fish or Wildlife Restocking or Recovery
- d. Waterway Destinations & Access - Improved and Sustainable Recreational Waterway Access
- e. Litter Control - Shoreline and Causeways/Entryways

Grant projects must take place in the area outlined in the Indian River Lagoon Watershed Map provided as Exhibit (B). Competitive grants must identify and quantify the benefits of the proposed project. Examples of metrics that can be used to quantify benefits include, but are not limited to:

- a. Pounds of nutrients (nitrogen/phosphorous/etc.), pollutants, sediments or trash removed from water or land
- b. Number of/or pounds of derelict vessels removed from the water or shoreline
- c. Acres or linear feet or habitat restored
- d. Species and number of fishes, wildlife or plants restocked or recovered
- e. Number of invasive exotic species removed
- f. Number of people served by improved public access

- g. Project estimates of economic benefits to the tourism economy
- h. Scale of improved public access (area or linear feet), including quantified improvements for ADA access

2.0 Statement of Applicant Responsibility

Please read this entire document carefully.

Applications will be reviewed by the Tourism Development Office (TDO) staff shortly after submission to determine if the application is complete or incomplete (i.e. missing attachments, lack of proper support materials, incomplete or incorrect support documents, etc.) and eligible for the grant. Incomplete or incorrect application packages will not be accepted and therefore will not be considered for funding. Applications that arrive after the application due date will not be reviewed or considered. Note the due date, plan accordingly and double check your documents before you submit your application.

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

If you have any question, please contact Angela Essing, staff liaison at Angela.Essing@VisitSpaceCoast.com.

3.0 Anti-Lobbying

All Tourism grant applicants are restricted from lobbying TDC members and committee members from the time the grant application is open until the Committee finalizes the grant scores. Applicants may not attempt to influence their deliberations or scoring to secure an award, either verbally or in writing. Any questions concerning a grant applicant or the grant process from either applicants or committee members should be directed to the designated staff at the Tourism Development Office.

4.0 Application Process and Key Dates

The 2023-2024 Cultural Support Grant Program grant program for events occurring between October 1, 2023 and September 30, 2025.

| Task | Date |
|---|---------------------------|
| Application Opens | 4/21/23 |
| Application Closes at 9am | 5/22/23 |
| TDO staff review applications for completeness | 5/22/23 – 5/25/23 |
| Applications and scoresheets submitted to Committee for review & scoring | 5/26/23 |
| Beach Committee meeting #2, Space Coast Office of Tourism at 2pm | 5/31/23 |
| Beach Committee Completed Scoresheets due at 9am | 6/30/23 |
| Beach Committee meeting #3, Space Coast Office of Tourism at 2pm | 7/18/23 |
| Tourist Development Council meeting, Recommendation and Funding Awards | 7/26/23 |
| Brevard County Board of County Commissioners review and consideration | 8/8/23 |
| Funding notification | After 8/8/23 |
| Contracts executed | Prior to 10/1/23 |
| FY 2023-2024 Project Start Date | October 1, 2023 |
| FY 2023-2024 Project Completion Date | September 30, 2025 |

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

Reports are due after the contract has been executed. The final report is due 30 days after the project is complete.

The Director of the TDO may grant a one-year extension to projects upon request with sufficient cause. Applicants applying for an extension will not be able to submit other applications for the same or similar projects until the initial project is completed.

5.0 Eligibility

To be eligible to apply for participation in the Tourism + Lagoon Grant Program an applicant must be one of the following:

- a. Be a non-government, non-profit, tax-exempt Florida corporation, as follows:
 - i. Be registered as a not-for-profit corporation pursuant to Chapter 617, Florida Statutes,
 - ii. Be established as a tax-exempt organization as defined in Section 501c (3) or (6) of the Internal Revenue Code of 1954,
 - iii. Confirm compliance with 5.170 of the Internal Revenue Code, as evidenced by a copy of the IRS determination letter provided by the applicant confirming federal tax-exempt status, and
 - iv. Provide a copy of organization's certificate of incorporation.
- b. Be a local government within Brevard County, (City, Town and/or the County), or
- c. Be an academic institution.

All applicant must supply required documentation – Updated W-9 (IRS Form Rev. October 2018), Certificate of Insurance (COI), Proof of Registration with E-Verify (17-page MOU) found at <https://www.e-verify.gov/about-e-verify>., proof of incorporation in the State of Florida, and most recent 990 form.

- a. If the applicant is a governmental entity, the applicant is exempt from supplying the listed documentation but may be required to supply other documentation at the request of the TDO.
- b. Private organizations should be incorporated for a minimum of two (2) years. (Date on IRS 501-c3)
- c. Fully cooperate with TDO staff post-event on guest information, surveys, and any other requests for information.
- d. If the applicant has received a previous grant from the TDO, all work under that must be completed before the organization may apply for additional grants with Brevard County.

6.0 Available Funds

The Tourism + Lagoon Grant Program funds will be available for the fiscal year 2023–2024 for a competitive grant program to fund projects that demonstrate a benefit to the health of the Indian River Lagoon and a positive impact to Brevard County tourism.

The Tourist Development Office reserves the right to cancel/withdraw funding to this program at any time without cause. Applicants submit applications at their own cost and risk, without expectation of or reliance on funding award. Applicants may have their requested amounts reduced based on Tourist Development Council recommendations, funding availability, or number and quality of requests submitted. Annual funding of this program is subject to the Brevard County budgeting approval process and receipt of Tourist Development Tax revenues within the fund.

7.0 Eligible Use of Funds

Funds must be used for the project or event as proposed in the applicant's grant application and categorized in the proposal budget worksheet, as well as the grant contract.

Funds must be used to implement projects that demonstrate a benefit to the health of the Indian River Lagoon and a positive impact to Brevard County tourism. Projects must be located in the Indian River Lagoon watershed within Brevard County. Funds may only be used for expenditures within the grant period specified on the grant application and/or the period specified by the Brevard County Budget Department; and, are solely for the purposes of the grant and can be easily identified as such.

Funds may be used for feasibility studies. Studies should request fifty thousand dollars (\$50,000) or less and shall be completed within the contract period. The study must demonstrate the impact to the health of the lagoon and the benefit to tourism in the application and subsequent required reporting.

It is envisioned that; non-profit and academic organizations are more likely to be awarded grants for smaller projects with requests at \$50,000 and under. Local governments are envisioned to be more likely to submit larger projects which require a match.

Eligible projects with a total expected cost that exceeds fifty thousand dollars (\$50,000) must provide matching funds.

a. Matching Funds Requirements:

- i. For a TDC grant request of \$50,000 or less: No match is required
- ii. For a TDC grant request in excess of \$50,000: Applicant must submit documentation of matching funds at a minimum ratio of .75:1, or \$.75 match for every \$1.00 of grant funding.

For example: Project Cost : \$175,000

TDC Grant Request : \$100,000

Required Minimum Documented Match: \$75,000

b. Bonus Points Awarded for Matching Funds

i. For a TDC grant request of \$50,000 or less no match is required, but applicants can achieve bonus points if documentation of a match is submitted, as follows:

Match of 0.25:1 to 0.49:1 5 Bonus Points will be awarded

Match of 0.5:1 or greater 10 Bonus Points will be awarded

ii. For a TDC grant request greater than \$50,000 a match is required, but applicants can achieve bonus points if documentation of a match in excess of 0.75:1 is submitted, as follows:

Match of 1:1 to 1.49:1 15 Bonus Points will be awarded

Match of 1.5:1 or greater 20 Bonus Points will be awarded

c. How Bonus Points are determined:

i. Documented Match Funds divided by the TDC Grant Funds Requested

ii. Example: TDC Grant Application for \$50,000 : Documented Matching Funds \$12,500 $50,000/12,500 = 0.25$ Bonus Points = 5

Cash is the preferred match but in-kind matches will be considered with sufficient documentation. Volunteer labor can be counted as a match at the rate of \$29.95 per hour. Donations of materials can also be counted as a match.

Funds may NOT be used:

- a. to finance projects that are already fully funded and underway, unless a project can be significantly enhanced with additional funds;
- b. to pay debt obligations;
- c. for grant applications or routine maintenance;
- d. expenditures before or after the grant period;
- e. lobbying or attempting to influence federal, state, or local legislation;
- f. capital improvements, including but not limited to new construction, renovation, and installation or replacement of fixtures in the permanent facility of the organization;
- g. bad debts, contingencies, fines and penalties, interest, other financial costs and costs of litigation or tuition;
- h. plaques, awards, scholarships, gift cards, prize money or certificates;
- i. items for resale;
- j. projects which are restricted to private or exclusive participation;

- k. contributions and donations; and
- l. any other expenditure not authorized by Chapter 112 of the Florida Statutes or Brevard County Codes and Policies or any other law.

The Tourist Development Office reserves the right to cancel/withdraw funding to this program at any time without cause. Applicants submit applications at their own cost and risk, without expectation of or reliance on funding award. Applicants may have their requested amounts reduced based on Tourist Development Council recommendations, final BOCC approval, funding availability, or number and quality of requests submitted.

8.0 Application Submittal Procedures

The Tourist Development Council (TDC) Beach Improvement Committee will monitor the grant program, with annual approval by the Tourist Development Council. The Tourist Development Council will review and recommend the grant program policies, procedures and recommended grant awards to the County Commission. The County Commission will then make a final determination on the grant program policies, procedures and grant awards.

Applicants will complete an on-line application with supporting attachments (scope of work, project location, budget and schedule). The grant program application may only be submitted electronically. All supporting documentation may be uploaded within the application. All applications must be completed online, and submitted applications are final. The unique link for the on-line application will be provided to potential applicants for the opening day of April 21, 2023. The application must be submitted by the deadline of 9 am EST on May 22, 2023 to be considered for funding. Questions should be made via email and may be directed to Angela Essing at Angela.Essing@VisitSpaceCoast.com until the proposal deadline.

A non-mandatory virtual Information meeting to answer any questions you may have about the process or application will be held on *date, 2023 at time AM*.

Join Zoom Meeting, *hyperlink will be provided*.

9.0 Evaluation Criteria and Approval Process

On the close of the application window, TDO staff will receive and review all grant applications to ensure:

- a. Applications are submitted by the deadline,
- b. Applications are complete and contain all required information, and
- c. Applications are eligible activities and expenses.

TDO staff shall have the direction and authority to disqualify those who do not meet the minimum requirements prior to committee review. Tourism Development Office staff will forward complete applications for eligible grants to the Beach Improvement Committee of the Tourist Development Council. Each member of the 9-member TDC Beach Improvement Committee will review, rank and validate each proposal using the FY 2023-2024 Tourism Plus Tourism + Lagoon Grant Program Evaluation Form (see below) and assign a numeric score to the project. TDO staff will assemble the Scoresheets for each project. The highest and lowest scores will be discarded for each project to adjust for possible scoring outliers. TDO staff will rank each project in order based on the remaining 7 scores (assuming all 9-members score the project). **Requests must obtain 75% of the standard points to be considered** (Maximum 105 points, 78.75 equals a qualifying score of 75%).

The Beach Improvement Committee will hold a publicly noticed ranking and recommendation meeting. In which, TDO staff will distribute the scored applications. Applications will be presented in order of ranking and total eligible funding. The Committee Chair will open the floor for score validation approval and for discussion and funding recommendations. Upon completion of the recommendations, the Committee Chair will entertain any comments from committee members regarding the process or applications.

Recommendations are then referred to the Tourism Development Council. The Tourism Development Council will then make a recommendation to the Brevard County Board of County Commissioners for final consideration and funding.

Award funds are not available for use until a fully executed contract is in place.

10.0 Terms and Conditions of Grant Awards

1. An applicant may not submit more than 1 (one) application per project.
2. Grant funds are released on a reimbursement basis.
3. Should a grant need to be extended, the Director of the Tourism Development Office has the authority to extend the contract for an additional year. Applicants applying for an extension will not be able to submit other applications for the same or similar projects until the initial project is completed.

11.0 Reporting Requirements

Grant recipients will provide TDO with a mid-project and a final report to show how the grant funding was expended, and how the overall project has operated during the term of the grant. The grant recipients report will be submitted using the online survey provided by the Tourist Development Office. Upon completion of the project, the grant recipient shall provide the

following: (1) A completed final status report, which certifies that the project was completed in accordance with the project application; (2) photograph(s) showing the installation of the tourism sign; (3) Photograph of the completed project clearly showing the project improvements in a jpg or tif format; (4) a final project report (1-2 pages) that shall at a minimum include the grant recipients name, project name, project location/address, final cost and grant amount, and a brief project summary that includes how the venue is or will be marketed to tourists.

Natural disasters and other incidents that may affect the impact generated by the grant will be considered on a case-by-case basis. If the project is cancelled for any reason, there shall be no grant payment made to the grantee regardless of any expenditure the grantee has made. Force Majeure may apply.

Failure to submit both a post-project report and proper reimbursement request(s) in accordance with these guidelines will disqualify the grantee/event organizer from receiving funding. Failure to comply with the reporting requirements will result in forfeiture of the funding award.

12.0 Grant Reimbursement Requests

The funds for these grants 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 the reimbursement, ensure that the expenses/costs for which you are requesting reimbursement are consistent with your grant application and 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.

Please submit your TDO Grant Reimbursement Request Form as an Excel document and the reimbursement backup list in Adobe PDF format.

Submit grant reimbursement paperwork as soon as a project milestone, event or season is complete. Deadline for ALL grant reimbursement requests for FY 23-24 is close of business Friday, October 4, 2024. For grants utilizing the full 2 (two) year period, the deadline is close of business Friday, October 3, 2025.

Each Grant Reimbursement Submission Package must contain the following four (4) items (in this order):

1. The TDO Grant Reimbursement Request Form (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:
- a. Copies of any advertising whose purpose is to drive tourism to Brevard County
 - b. Photos of rental tents or equipment
 - c. Photos of equipment purchased in support of the grant
 - d. Screenshots of website and social media
 - e. Copies of printed material
 - f. Copies or photos of signs
 - g. 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.
 - h. Missing receipts require a form memo
 - i. Copies of vendor reports or material lists
 - j. Any other allowable, reimbursable expense that was listed in the grant application budget and grant agreement.

Refer to the Section on "Eligible Use of Funds" for descriptions of allowable and unallowable expenses that can be reimbursed under this grant program. If needed, contact your TDO grant liaison for assistance in preparing your reimbursement request.

13.0 Credit and Logo

Applicants must agree to prominently recognize the Space Coast Office of Tourism as a project supporter in all marketing materials, advertising, website and other marketing related communications promoting the event/season both in and out of the local market. The Space Coast Office of Tourism logo must be included in all display advertising, printed collateral, email marketing, etc. where appropriate. 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 to grantees/event organizers as well as high resolution and/or vector logo files to be included in event materials. Use the following language for all materials:

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

If the final product of the project is a report, study, or other publication, the Space Coast Office of Tourism sponsorship of that publication shall be prominently indicated at the beginning of the publication. Additionally, the grant recipient gives the TDC a royalty-free, world-wide, nonexclusive, irrevocable, unlimited license to use and reproduce the report, study, or other publication created pursuant to the grant, without restrictions or limitations upon TDC's use or reproduction.

Logos available to download <https://bit.ly/SpaceCoastLogo> or by email request to marketing@visitspacecoast.com.

14.0 Terms and Conditions

Should the grant be awarded, the applicant agrees to be bound by the following terms and conditions:

Grantor means the Brevard County Board of County Commissioners acting through the TDO and Grantee means the applicant. The term Parties means both the Grantor and Grantee.

This grant is contingent upon the availability of applicable tourist development tax funds and subject to any limitations provided by Section 125.0104, Florida Statutes, and Section 102-119 of the Brevard County Code, as either may be amended from time to time. Should funds no longer be available, the GRANTOR shall provide written notice to the GRANTEE. This grant is not a lien, either legal or equitable, on any of the GRANTOR's non-tourist development related revenues.

GRANTEE agrees and understands that all funding authorized through this grant shall be used

only for eligible activities in accordance with State and Local law, and this grant.

I. Payment Procedures

For work performed by GRANTEE during the grant term, the GRANTEE must submit adequate documentation according to the payment procedures outlined in the grant on or before October 4, 2024 or October 3, 2025. If documentation is submitted after October 3, 2025, the Parties agree the GRANTOR has no obligation to reimburse those expenses and GRANTOR has no further obligation under the grant to GRANTEE.

If a question arises as to the sufficiency of the GRANTEE's documentation, the Parties agree that the Executive Director the TDO shall make the determination on whether or not the documentation is sufficient to support payment of the grant. Funds are only eligible for reimbursement as proposed in the GRANTEE's application or as modified through the grant award. The Parties agree the GRANTOR will reject submissions for reimbursement for items not proposed in the grant application. Funds may not be used to pay debt obligations. Reimbursement requests may be submitted no more frequently than once a month, using the Event Reimbursement Request Form that will be emailed to GRANTEE.

II. Legal Responsibilities and Waiver of Trial by Jury

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

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

GRANTEE 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 grant shall be interpreted or construed to make GRANTEE, or any of its agents, or employees to be the agent, employee or representative of the GRANTOR.

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

waiver of that obligation of duty.

This grant shall not obligate or make GRANTOR or GRANTEE liable to any Party other than the Parties. Oversight of any GRANTEE staff will be the responsibility of GRANTEE.

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

III. Indemnification and Hold Harmless

GRANTEE shall indemnify, defend, and hold harmless GRANTOR for the negligent acts and omissions of GRANTEE's own employees and agents in the performance of event or activity sponsored by this grant, 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. GRANTEE expressly agrees that GRANTOR has no liability to GRANTEE for GRANTEE's event or activity or GRANTEE's operation. GRANTOR's indemnity and liability obligations hereunder shall be subject to GRANTOR's right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes. Nothing in this grant is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of GRANTOR's sovereign immunity. The Parties acknowledge specific consideration has been exchanged for this provision.

IV. Amendment, Assignment of Agreement

Amendments to this grant may be initiated by either Party. Amendments shall be formally ratified and approved by written amendment to the grant by both Parties. GRANTEE shall not assign any portion of this grant without the written permission of GRANTOR. All conditions and assurances required by this grant are binding on the Parties and their authorized successors in interest.

V. Insurance

If you are awarded a grant you will be required to procure and maintain, at your own expense and without cost to the BOCC, a General Commercial Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include personal injury, contractual liability covering the project performed pursuant to the grant. Including errors and omissions coverage upon TDO request. Depending on the event sponsored, the TDO may require additional insurance. Award recipients shall provide the TDO with a Certificate of Insurance prior to contract execution. 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 applicant to provide insurance documents to the TDO staff and to re-submit updated insurance prior to their expiration if this occurs during the grant period.

GRANTEE agrees to procure and maintain, at its own expense and without cost to GRANTOR, 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 the notice of grant award. 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 GRANTEE 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. GRANTEE will provide certificates of insurance to GRANTOR demonstrating that the insurance requirements have been met prior to the commencement of work under this grant.

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.

VI. Termination

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

termination, GRANTOR has no further obligation to GRANTEE.

VII. Right to Audit Records

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

VIII. Scrutinized Companies

A. The GRANTEE certifies that it and its Subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this grant at its sole option if the GRANTEE or its Subcontractors are found to have submitted a false certification; or if the GRANTEE, or its Subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this grant.

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

C. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this grant at its sole option if the GRANTEE, its affiliates, or its Subcontractors are found to have submitted a false certification; or if the GRANTEE, its affiliates, or its Subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the grant.

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

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. Employment Eligibility Verification (E-Verify)

A. The GRANTEE shall comply with the applicable provisions of section 448.095, Florida Statutes. Upon request, GRANTEE shall provide acceptable evidence of their enrollment in the U.S. Department of Homeland Security's E-verify system. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business. If applicable, a GRANTEE may alternatively provide an affidavit as to compliance with section 448.095(3)(b)(2), Florida Statutes.

B. A GRANTEE meeting the definition of a contractor in section 448.095, Florida Statutes shall require its subcontractors to provide the affidavit specified at section 448.095 (2)(b), Florida Statutes.

C. As applicable, GRANTEE agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including, if applicable, participation by its subcontractors as required by section 448.095(2)(b), Florida Statutes, and to make such records available to the GRANTOR consistent with the terms of GRANTEE's enrollment in the program.

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

E. A GRANTEE who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the GRANTEE hires or employs a person who is not eligible for employment.

F. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

G. GRANTOR will not intentionally award a publicly-funded Grant to any GRANTEE who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 United States Code (USC) section 1324a(e)(section 274A(e) of the Immigration and Nationality Act (INA)). GRANTOR shall consider a GRANTEE's intentional employment of unauthorized aliens as grounds for immediate termination of this Grant.

X. Public Records Disclosures

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

Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. In this case, the portion of the GRANTEE's records relating to the acceptance and use of the GRANTOR grant are public records that may be subject to production upon request. The GRANTEE agrees to

keep and maintain these public records until completion of the event or activity. Upon completion, GRANTEE may continue to retain the public records for five years, or transfer, at no cost, to the GRANTOR, any public records in its possession in an electronic format readable by GRANTOR.

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

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

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

XI. Notices

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

GRANTOR:
Brevard County Office of Tourism
c/o Executive Director
150 Cocoa Isles Blvd., Suite 401
Cocoa Beach, Florida 32931
Phone: (321) 433-4470

GRANTEE:
Contact information listed on GRANTEE's application.

XII. Effective Date

The grant shall be effective on the last day the Parties execute the grant award (the "Effective Date"). The Parties agree that all work performed by GRANTEE prior to the effective date but during the term of the grant is subject to the provisions of this Agreement.

XIII. Entirety, Construction of Agreement, and Counterparts

The grant guidelines, application, Clerk to the Brevard County Board of County Commissioners memorandum (“Clerk’s Memo”), any included exhibits or required documentation and the grant award represents the entire understanding between the Parties in its entirety and no other agreements, either oral or written, exist between GRANTOR and GRANTEE. The application, grant guidelines, grant award are attached and incorporated into the grant by this reference. The Parties acknowledge that they fully reviewed all requirements and had the opportunity to consult with legal counsel of their choice, and that this grant shall not be construed against any Party as if they were the drafter of this grant. This grant may be executed in counterparts all of which, taken together, shall constitute one and the same. GRANTEE warrants that it is possessed with all requisite lawful authority to apply for and accept this grant

XIV. Foreign Disclosures.

GRANTEE will complete GRANTOR’s foreign disclosure form and make any required disclosures to the State of Florida.

15.0 Grant Award

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

Exhibit (A) Grant Scoring Sheet

| |
|--|
| Tourism Development Council |
| FY 2023-2024 Tourism Plus Lagoon Grant Program – Evaluation Form |
| <i>Requests must achieve a minimum of 75% of standard points (78.75) to be considered for funding, excluding bonus points. (Maximum 105 points, 78.75 equals a qualifying score of 75%)</i> |
| REVIEWER (SIGNATURE): |
| REVIEWER (PRINT): |

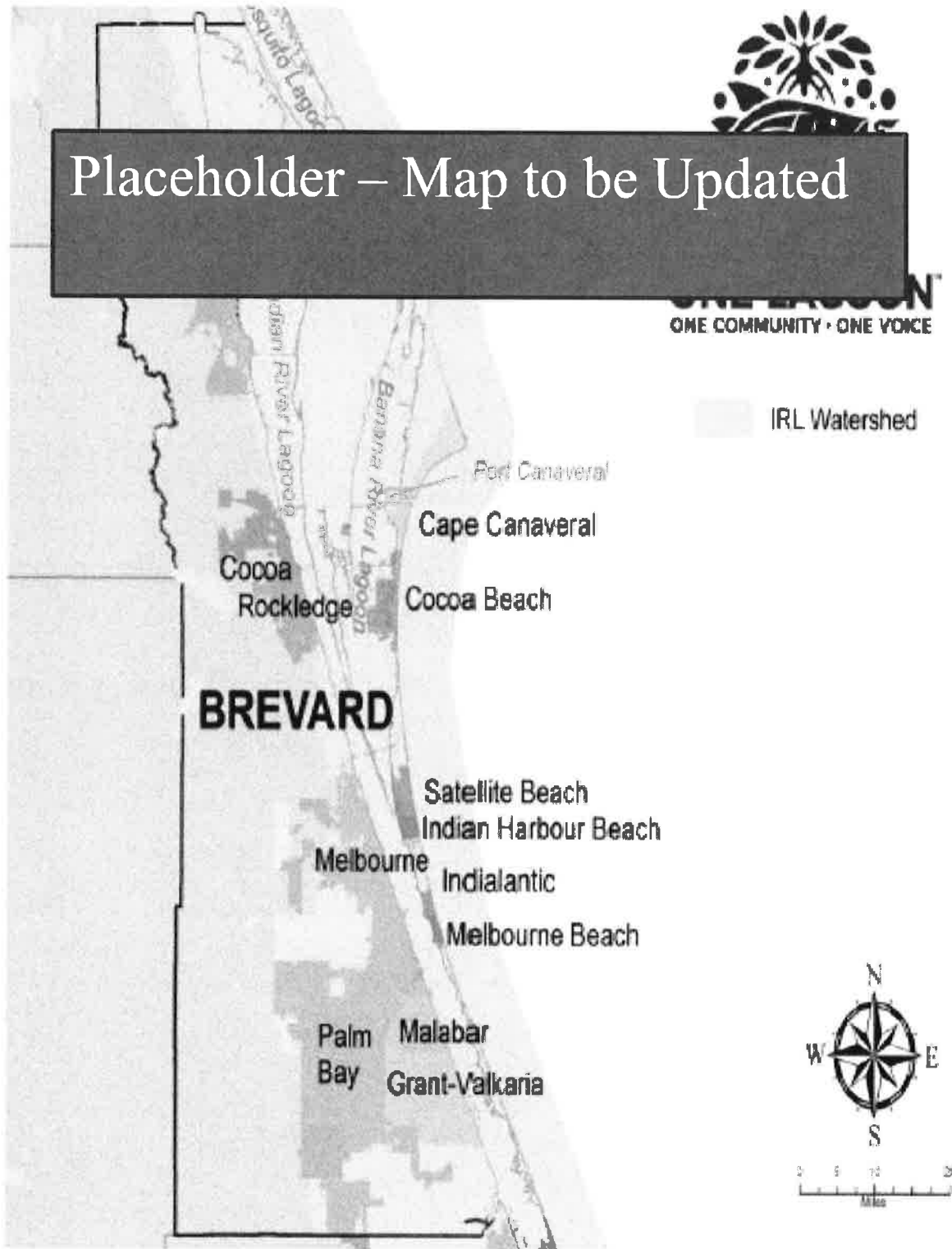
| Section 1 – Applicant Information (TDO staff will complete this section) | | |
|--|-------------------------|----------------------|
| <i>Project Title:</i> | | |
| <i>Project Number:</i> | | |
| <i>Project Applicant:</i> | | |
| <i>Total Project Cost:</i> | | |
| <i>Requested Funding from TDC:</i> | | |
| <i>Applicant Match Amount:</i> | | |
| Evaluation Criteria | Points Available | Points Earned |
| Section 2 - Project Specifics | | |
| A. Need and Urgency | | |
| Proposal clearly demonstrates the need to implement the project, articulates the project location, why the location was chosen and why the location will achieve success. Is the project location shown on the IRL Watershed Map? Is the project boundary map included? | 15 | |
| Reviewer: Use the following scoring rubric as a guide | | |
| Poorly presented/poor location: 1 - 3 points | | |
| Adequate: 4 - 6 points | | |
| Good: 7- 9 points | | |
| Very Good: 10 – 12 points | | |
| Excellent: 13 - 15 points | | |
| B.1. Project Alignment with Tourist Development Council Tourism Mission | | |
| Project specifically demonstrates a positive impact on Brevard County tourism. Proposal clearly cites the methodology used to quantify the project’s benefit to tourism. | 15 | |
| Reviewer: Use the following scoring rubric as a guide | | |

| | | |
|--|-----------|--|
| Poorly presented: 1 - 3 points | | |
| Adequate: 4 - 6 points | | |
| Good: 7 - 9 points | | |
| Very Good: 10 – 12 points | | |
| Excellent: 13 - 15 points | | |
| B.2. Project Alignment with Indian River Lagoon Mission | | |
| Project specifically demonstrates a positive benefit to the health of the Indian River Lagoon. Proposal clearly cites the methodology used to quantify the project's benefit to the health of the Indian River Lagoon. | 15 | |
| Reviewer: Use the following scoring rubric as a guide | | |
| Poorly presented: 1 - 3 points | | |
| Adequate: 4 - 6 points | | |
| Good: 7 - 9 points | | |
| Very Good: 10 – 12 points | | |
| Excellent: 13 - 15 points | | |
| C.1. Project Deliverables and Outcomes – Tourism in Brevard County | | |
| Deliverables & outcomes that benefit tourism in Brevard County are clearly stated & achievable. What will be provided at completion of the project? What is being done, how, and by whom? | 15 | |
| Reviewer: Use the following scoring rubric as a guide | | |
| Poorly presented: 1 - 3 points | | |
| Adequate: 4 - 6 points | | |
| Good: 7 - 9 points | | |
| Very Good: 10 – 12 points | | |
| Excellent: 13 - 15 points | | |
| C.2. Project Deliverables and Outcomes – Indian River Lagoon | | |

| | | |
|---|-----------|--|
| Deliverable & outcomes that benefit the Indian River Lagoon are clearly stated & achievable. What will be provided at completion of the project? What is being done, how, and by whom? | 15 | |
| Reviewer: Use the following scoring rubric as a guide | | |
| Poorly presented: 1 - 3 points | | |
| Adequate: 4 - 6 points | | |
| Good: 7 - 9 points | | |
| Very Good: 10 – 12 points | | |
| Excellent: 13 - 15 points | | |
| D. Project Readiness | | |
| Did the applicant clearly address all of the following components: <ul style="list-style-type: none"> • Status of required regulatory permits/approvals • Readiness to seek contract bids and start work • Project start and completion dates, critical project milestones and deliverable dates are identified • Ability to complete within grant period • Project timeline showing the start and completion dates of the project, tasks and milestones • Detailed project budget | 15 | |
| Reviewer: Use the following scoring rubric as a guide | | |
| Poorly presented: 1 - 3 points | | |
| Adequate: 4 - 6 points | | |
| Good: 7 - 9 points | | |
| Very Good: 10 – 12 points | | |
| Excellent: 13 - 15 points | | |
| Section 3 – Applicant Capacity Performance | | |

| | | | |
|--|--------------|---------------|------------|
| Applicant clearly demonstrates expertise, experience and capacity to implement a successful project. Evaluate the qualifications of the project team who will undertake the proposed project. Have examples of similar successful projects been articulated? If there is a match, are letters of commitment for each of the funding partners included? Is the applicant capable of deliverables and reporting requirements? | 15 | | |
| Reviewer: Use the following scoring rubric as a guide | | | |
| Poorly presented: 1-3 points | | | |
| Adequate: 4 - 6 points | | | |
| Good: 7-9 points | | | |
| Very Good: 10 – 12 points | | | |
| Excellent: 13 - 15 points | | | |
| TOTAL PROPOSAL SCORE (Maximum 105 points, 78.75 equals a qualifying score of 75%) | 105 | | |
| Section 4 - Project Funding | | | |
| Leveraging with Matching Funds – Bonus Points | | | |
| Grant Amount | Match | Points | 20 |
| < \$50,000 | .25:1 | 5 | |
| < \$50,000 | .50:1 | 10 | |
| > \$50,000 | 1:1 | 15 | |
| > \$50,000 | 1.5:1 | 20 | |
| GRAND TOTAL | | | 125 |

Exhibit (B) Tourist Development Office Indian River Lagoon Watershed Map



Tourism + Lagoon Grant Program Application 2023-2024

Section #1 – Applicant Information

(1) What is the Project Title? *

(2) Contact Information*

Organization Name: _____

First Name: _____

Last Name: _____

Job Title: _____

Street Address: _____

Apt/Suite/Office: _____

City: _____

State: _____

Zip: _____

Email Address: _____

Phone Number: _____

Mobile Phone: _____

Website URL: _____

(3) Which best describes your organization. *

Government

Non-Profit

Academic Institution

Other - Please specify: _____

(4) Do you have Partners for the project that are contributing funds, in-kind donations or labors? *

() Yes () No

(5) List Partner Organizations, their roles with the project and match amount. If you have more than (3) Partners please email Angela at Angela.Essing@VisitSpaceCoast.com.

Partner Organization Name

(A): _____

Partner Role (A): _____

Match Amount (A): _____

Partner Organization Name

(B): _____

Partner Role (B): _____

Match Amount (B): _____

Partner Organization Name

(C): _____

Partner Role (C): _____

Match Amount (C): _____

Section #2 - Project Specifics: (A.) Need and Urgency

(6) Describe your project. What Indian River Lagoon (IRL) problem will the project address? Clearly articulate the need for the project. *

(7) Where is the project location? Please identify the project location, articulate why the location was chosen and why this location will achieve success. *

(8) Does the project enhance an important ongoing Tourism + Lagoon Grant Project (not routine maintenance)? *

() Yes () No

Section #2 - Project Specifics: (B.) Project Alignment with Tourism + Lagoon Grant Program mission

(9) Demonstrate how the project will have a positive impact on Brevard County tourism and cite the methodology used to quantify the success of the project. *

10) Demonstrate how the project will benefit the health of the Indian River Lagoon and cite the methodology used to quantify the success of the project. *

Section #2 - Project Specifics: (C.) Project Deliverables and Outcomes (Please provide examples)

(11) Clearly describe the project deliverables - what will be provided at the completion of the project?*

(12) Describe what is being done, how, and by whom. *

Section #2 - Project Specifics: (D.) Project Readiness

(13) Will your project be 'shovel ready' by October 1, 2023? *

Yes No

14) Is the design complete?

Yes No

(15) List the required permits and provide the status and/or estimated approval of the permits. You will be required to upload copies of permits (if they are available) and/or approval letters at the end of the application. If the project must go to bid, state when the bid documents will be complete. *

Section #3 - Applicant Capacity and Performance

(16) Clearly outline who the project team will be and their capability/expertise in implementing the successful completion of the project. NOTE: Letters of commitment from all funding partners must be submitted for Attachment #5. *

(17) Please provide examples of similar successful completed projects. *

(18) Indicate your capacity to complete the project and meet grant reporting requirements. *

Section #4 - Project Funding; Summary (A.) Leveraging with Matching Funds

(19) If project request is less than \$50,000, no match is required and there are no bonus points. There is a 5-point bonus for project requests less than \$50,000 if there is a match of more than 25%. There is a 10-point bonus for project requests less than \$50,000 if there is a match of more than 50%. If the project is over \$50,000 there must be a match. There is a 15-point bonus for project requests over \$50,000 if the match is 1:1. There is a 20-point bonus if the match is over 1.5:1. *

Provide Total Project Cost, Total Grant Request, and Total Match

(20) Attestation

(21) SPECIAL MESSAGE:

You have now completed all of the application questions. The next slide is the space for you to upload the required (6) attachments to complete the application package.

Please label each attachment with the correct attachment number.

If you are not able to upload the required (6) attachments you must upload (6) documents (as placeholders) to complete the application and there must be an explanation in the space below.

It is mandatory that all applications are completed online and the required (6) attachments are submitted by uploading with the application or delivered to the Tourist Development Office by 9am on Monday, May 22, 2023. No late arrivals will be accepted.

The below text box may also be used to communicate anything that you need to tell us about your application. To be clear, you do need to enter some text as a placeholder to move on.

Required Attachments:

Each attachment should be labeled with the following numbers.

1. Attachment (1) – Tourism Development Office Indian River Lagoon Watershed Map with Project Location Identified
2. Attachment (2) - Project Boundary Map
3. Attachment (3) - Project Timeline with Milestones and Deadlines
4. Attachment (4) - Detailed Budget Table

5. Attachment (5) - Letter(s) of Commitment from Funding Partner(s) if you have a match
6. Attachment (6) - Copies of Permits (if available) and/or Letter(s) of Approval to demonstrate 'shovel ready' status. *

DRAFT