



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - Community Services Group

I.2.

10/10/2023

Subject:

Approval, Re: Tourist Development Council (TDC) FY 2023-2024 Marketing Event Grant Program Funding, Guidelines and Application

Fiscal Impact:

FY 2023-2024: Program funding up to \$500,000 from the TDC Marketing Fund (1441). \$361,625 to be transferred from available, unincumbered Cultural Fund (1446) and \$138,375 to be used from the Sports Budget within the Marketing Fund for Marketing Event Grants.

FY 2024-2025: Program funding up to \$500,000 from the TDC Marketing Fund (1441). \$260,000 to be transferred from available, unincumbered Cultural Fund (1446) and \$240,000 to be used from the Sports Budget within the Marketing Fund for Marketing Event Grants.

Dept/Office:

Tourism Development Office

Requested Action:

It is requested the Brevard County Board of County Commissioners approve:

1. The Tourist Development Council FY 2023-2024 and FY 2024-2025 Marketing Event Grant Program Guidelines and Application.
2. Funding of the FY 2023-2024 and FY 2024-2025 Marketing Event Grant Program applications which shall come before the Board for final funding approval as the grant application cycle commences.
3. That the Board make the legislative finding that Tourist Development Tax funds are authorized for each grant 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, because each grant supports an activity or event which has as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists from outside Brevard County.
4. 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 for projects approved by the Tourist Development Council and the Brevard County Board of County Commissioners. Reimbursable grant awards are available to support projects that benefit tourism and promote events on the Space Coast. These Marketing Event Grant projects are:

- verified by the County Attorney's Office as viable projects eligible to receive support with Tourist Development Tax dollars per State Statute and local ordinance; and
- approved and supported through the Marketing Committee plan that will serve as safe, world-class projects capable of promoting the Space Coast as a tourism and event destination that is open and available to tourists, visitors, and the community.

As requested by the Board of County Commissioners, the Tourist Development Council at their September 27, 2023 meeting, reviewed the program and voted unanimously to recommend the Board approve the FY 2023-2024 and FY 2024-2025 TDC Marketing Event Grant Program Funding, Guidelines and Application as well as make the necessary legislative findings. Since this is a new Grant Program there is no summary of revisions, items marked in blue in the Guidelines were approved by the TDC.

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

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

October 11, 2023

MEMORANDUM

TO: Peter Cranis, Tourism Development Director

RE: Item 1.2., Approval of Tourist Development Council (TDC) Fiscal Year (FY) 2023-2024 Marketing Event Grant Program Funding, Guidelines and Application

The Board of County Commissioners, in regular session on October 10, 2023, discussed the TDC FY 2023-2024 Marketing Event Grant Program funding, guidelines and application, 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: Each Commissioner
County Attorney
Finance
Budget



**BREVARD COUNTY
TOURISM DEVELOPMENT OFFICE**

Guidelines

**MARKETING EVENT
GRANT PROGRAM**

**Fiscal Year 2023-2024
Fiscal Year 2024-2025**

MARKETING EVENT GRANT PROGRAM

Fiscal Year 2023-2024

Fiscal Year 2024-2025

1.0 INTRODUCTION & 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 Section 125.0104(5)(a)3., Florida Statutes, and Section 102-119(3)a of the Brevard County Code of Ordinances. The BOCC has authorized Tourist Development Tax funds to be used for tourist-oriented special events such as visual and performing arts including theater, concerts, recitals, opera, dance, art exhibitions, festivals and other tourist related activities.

The Marketing Event Grant Program is a program administrated by the Tourism Development Office, the focus of which is to promote Brevard County as an event destination. Eligible events include festivals, boat races, air shows, art shows & exhibits, sports events, running races, surfing contests, baseball tournaments, e-sports, symphonies, theaters, museums, etc.

2.0 STATEMENT OF APPLICANT RESPONSIBILTY

Please read this entire document carefully.

The Tourism Development Office (TDO) will review the applications 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. If the grant is awarded, the applicant agrees to be bound by all terms contained in their application, these guidelines, and any supporting documents. 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. If you have any question, please contact Deborah Webster at Deborah.Webster@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 FY 2023-2024 Marketing Event Grant Program is for events that occur between October 1, 2023, and September 30, 2024. Awarded applicants expenses will be retroactive for payment from the beginning of the grant program start on October 1, 2023.

October 12, 2023	FY 2023-2024 application window opens
October 12, 2023	FY 2023-2024 non-mandatory Info meeting @ 11am
October 27, 2023	FY 2023-2024 application window closes @ 5pm
November/December	Possible meeting of sub-committee
January	Tourist Development Council for approval
February	Brevard County Board of Commissioners for final approval
February	Contracting begins
September 30, 2024	FY 2023-2024 grant period ends
October 4, 2024	Final Reimbursement requests due
October 31, 2024	Final report due

The FY 2024-2025 Marketing Event Grant Program is for events that occur between October 1, 2024, and September 30, 2025. Awarded applicants expenses will be accepted for payment from the beginning of the grant program start on October 1, 2024.

April 2024	FY 2024-2025 application window opens
April 2024	FY 2024-2025 non mandatory Info meeting
May 2024	FY 2024-2025 application window closes
May 2024	Tourist Development Council for approval
May/July 2024	Brevard County Board of Commissioners for final approval
October 1, 2024	FY 2023-2024 grant period begins
September 30, 2025	FY 2024-2025 grant period ends
October 3, 2025	Final Reimbursement requests due
October 31, 2025	Final report due

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

The TDC Marketing Committee, TDC, or other will oversee the Marketing Event Grant Program, with annual approval by the Tourist Development Council and the Brevard County Board of County Commissioners. The Tourist Development Council will review and recommend approval of the grant program Guidelines, Application, and grant awards to the Board of County Commissioners. The program will be administered by the Tourism Development Office (TDO). In the event that applicants funding requests exceed the total budget for the Marketing Grant Program, funding 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 Event Grant Program is to promote Brevard County as an event destination by offering support to organizations and assisting events with out-of-county marketing and defraying Brevard County facilities' expenses. Such events must have a free admission option for attendees and will be held within Brevard County. Organizations will intentionally market the events to out-of-county tourists. Such events include festivals, sporting events, and other tourist related activities.

- Events – single day and multi-day festivals, air shows, running races, e-sports competitions, boat races, competitive sporting tournaments, surfing contests, symphonies, theaters, museums, etc.

To qualify for the FY 2023-2024 Marketing Event Grant Program cycle, the event must meet all of the following criteria:

1. Minimum of 10,001/Other total out-of county attendees
2. 100% of the grant award must be spent on out-of-county advertising and/or reduced costs for Brevard County operated facilities
3. Must have at least (1) year of prior event experience for measurement within the last 2 years
4. Events/activities must be held at an ADA complainant facility conducted in compliance with current ADA guidelines
5. All events/activities funded by the Brevard County Board of County Commissioners must be suitable for viewing by people of all ages.

Additionally, an organization may submit one application per event.

To be considered for this grant funding, the events must be held in-person with in-person attendees, with the main purpose of attracting out-of-county visitors to Brevard County. Virtual events or media outlets will not qualify for this grant. For applications to be considered for this grant, visitors to the event/activities must account for total visitation of 10,001/Other out-of-county attendees. The out-of-county attendee measurement shall be conducted by TDO staff as a combined effort of online tracking tool and organization verified ticketing system. Note: events with attendance of 3,000-10,000 out-of-county attendees will receive an event listing on the events page of the TDO website. The events page will then be marketed and promoted by the TDO.

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

- a. Submit 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.](https://www.e-verify.gov/about-e-verify), proof of incorporation in the State of Florida, IRS determination letter if applicable, and most recent 990 form if applicable.
- b. Be incorporated for a minimum of two (2) years.
- c. Have held the event for at least one (1) year to qualify for the Marketing Event Grant Program.
- d. Fully cooperate with TDO staff post-event on guest information, surveys, and any other requests for information.

6.0 AVAILABLE FUNDS

Funds are available (~~\$400,000~~ / \$500,000 / ~~\$600,000~~) for the fiscal year 2023-2024 Marketing Event Grant Program to support events in Brevard County that attract out-of-county visitors. All applications are based on an annual cycle / ~~two cycles per year~~.

The FY 2023-2024 will utilize all available unincumbered funds from the Cultural Fund (1446) and \$138,375 from the Sports budget within the Marketing fund (1441).

The FY 2024-2025 will utilize all available unincumbered funds from the Cultural Fund (1446) and \$240,000 from the Sports budget within the Marketing fund (1441).

Funding Award amounts;

# of Out-of-County attendees (as determined by cellular data)/Room Night counts	Funding
3,000 – 10,000	Would receive event listing on event page of TDO website
10,001 – 20,000 (500-1,000 room nights)	\$20,000
20,001- 30,000 (1,001–1,500 room nights)	\$25,000
30,001+ (1,501+ room nights)	\$30,000

The Marketing Grant program is a reimbursable grant of approved marketing expenses and/or applicants will be awarded funding via the Funding Awards table above and TDO will do out-of-county marketing for the awarded events. If Grantees are doing the marketing, they must initially self-fund approved expenditures, and upon receipt and acceptance of valid documentation will be reimbursed up to awarded amount. If TDO is handling the marketing, TDO staff will review applicant’s marketing plan and execute a plan and purchases up to the awarded grant amount.

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, or at the direction of the Board of County Commissioners. Annual funding of this program is subject to the Brevard County budgeting approval process and receipt of Tourist Development Tax revenues within Cultural fund.

7.0 ELIGIBLE USE OF FUNDS

Funds must be used for the event/activities as proposed in the applicant's grant application and categorized in the proposal budget worksheet, as well as the grant Notice of Award.

Funds must be used to implement events that promote Brevard County as an event destination and make a positive impact to local tourism by measuring the number of out-of-county visitors who attended the event.

- 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 must occur within the grant period specified on the grant application.
- They are solely for the purposes of the grant and can be easily identified as such.
- Expenditures shall be for out-of-county marketing specifically these allowable expenses: costs related to the website,
- Marketing (digital marketing, airport displays, etc.),
- Advertising (social media, TV/radio streaming, publications and trade magazines, print, billboards, and similar advertising media),
- Print collateral,
- Defray costs of Brevard County facility expenses being used for location of the event associated with the application.

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 112 of the Florida Statutes or Brevard County Codes and Policies or any other law.

8.0 APPLICATION SUBMITTAL PROCEDURES

The Marketing Event Grant Program application may only be submitted electronically through an online portal link that will be available to interested organizations on October 12, 2023.

A non-mandatory information meeting will be conducted at 11am on October 12, 2023. The application deadline is no later than 5pm EST on October 27, 2023, to be considered for funding. 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.

Join Zoom Meeting

<https://us06web.zoom.us/j/82246295158>

Meeting ID: 822 4629 5158

+1 305 224 1968 US

9.0 EVALUATION CRITERIA AND APPROVAL PROCESS

On the close of the application window, October 27, 2023, TDO staff will receive and review all grant applications to ensure they have met eligibility for the grant program:

1. Applications are submitted by the deadline; no later arrivals will be accepted.
2. Applications are complete and contain all required information.
3. Applications are for eligible events/activities and expenses.
4. Applications have met 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 prior to committee review.
6. TDO staff will create a worksheet listing all received applications who meet the minimum requirements and eligibility and distribute to the committee. Funding will be assigned to each application as per Section 6.0 Available Funding matrix.

The Committee process will be:

- The Committee Chair will open the floor for discussion.
 - The Committee Chair will seek a motion and second, then vote on whether to accept the grants per the guidelines and make the recommendation to forward to the TDC.
 - Upon completion of the recommendations, the Committee Chair will entertain any comments from Committee Members regarding the process or applications.
7. Each recommended project will go to the Tourist Development Council for review and approval of recommended funding levels. If approved, project will be sent to the Brevard County Board of County Commissioners for final approval or modification.

Awards are not final and available for use until final approval by the Board of County Commissioners and contracts have been fully executed.

10.0 REPORTING REQUIREMENTS

For FY 2023-2024 grant cycle applicants are required to complete one final event report. Applicants will be provided a reporting link to complete the final report. **In instances of an event (single or multi-day event), a final report and reimbursement request are due within 60 days of the conclusion of the event by using the Event Reimbursement Request Form (RRF).** Funds supporting activities that are year-round must complete a final report by October 31, 2024. The final report will include a detailed expenditure report by category reconciled with the Applicant's Reimbursement Request, this data will be submitted to TDO staff for review and processing.

Reimbursement requests are due October 4, 2024, or 60 days post event, whichever comes first. Failure to comply and submit a final report by due date may impact future funding requests.

For FY 2024-2025 grant cycle applicants are required to complete one final event report. Applicants will be provided a reporting link to complete the final report. **In instances of an event (single or multi-day event) a final report and reimbursement request are due within 60 days of the conclusion of the event by using the Event Reimbursement Request Form (RRF).** Funds supporting activities that are year-round must complete a final report by October 31, 2025. The final report will include a detailed expenditure report by category reconciled with the Applicant's Reimbursement Request, this data will be submitted to TDO staff for review and processing.

Reimbursement requests are due October 3, 2025, or 60 days post event, whichever comes first. Failure to comply and submit a final report by due date may impact future funding requests.

11.0 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 your 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 in Excel provided to you by your liaison and the reimbursement backup listed below 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 2023-24 is close of business Friday, October 4, 2024.

Each Grant Reimbursement Submission Package Must Contain the Following Four (4) Items (in this order):

1. The TDO Grant 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
 - 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
 - Any other allowable, reimbursable expense that was listed in the grant application budget and grant agreement.
 - Defray cost of Brevard County facilities' expenses

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

12.0 CREDIT & LOGO

Grantees/event organizers must agree to prominently recognize the Space Coast Office of Tourism and Brevard County (where possible) as an event 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.

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

13.0 GRANT BENEFITS

Other benefits beyond the awarded funding to organizations are;

- TDO will provide a link to the organization to input a free event/season listing on VisitSpaceCoast.com.
- TDO will provide a website pixel for the event organizer to implement on to their website or event landing page (if they have one, instructions will be furnished if needed). This pixel will provide visitor data including demographics and booking

information.

14.0 TERMS & 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 cultural grant term, the GRANTEE must submit adequate documentation according to the payment procedures outlined in the grant on or before October 8, 2024. If documentation is submitted after October 8, 2024, 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 of 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.

For events applying based on Room Nights the Grantee must reach 100% of projected total room nights in order to receive the full award amount. If total room nights are less than 100% (i.e. if 75% of the room nights are delivered, then the grant recipient will receive 75% of the grant amount). Natural disasters and other incidents that may affect the impact generated by the event will be considered on a case-by-case basis. If the event is cancelled for any reason, there

shall be no grant payment made to the Grantee regardless of any expenditure the Grantee has made.

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 Tourism Development Office
c/o Executive Director
150 Cocoa Isles Blvd.
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.



FY 2023-2024 Marketing Event Grant Program application

1) Contact Information-*

Name of organization: _____
Primary contact name: _____
Primary contact title: _____
Primary contact telephone number: _____
Primary contact mobile phone: _____
Organization street address: _____
City: _____
State: _____
Zip: _____
Primary contact email address: _____
Organization website URL: _____

2) Additional Contract Information

Secondary contact name: _____
Secondary contact email address: _____
Secondary contact telephone number: _____

3) If awarded funding for the FY 2023-2024 Marketing Event Grant Program, please provide the name and title of the person from your organization who will be signing the contract*

First Name: _____
Last Name: _____
Title: _____

4) Which best describes your organization?*

- Government
- Non-Profit
- For Profit Business (corporation, LLC, etc.)
- Academic Institution
- Other - Please specify.....: _____ *

5) What is the name of your proposed event for the FY 2023-2024 Marketing Event Grant Program...?*

6) Check below if this best describes your proposed event for the FY 2023-2024 Marketing Event Grant Program....?*

- Event - a single or multi-day event such as but not limited to festivals, running races, air shows, e-sports competitions, boat races, fairs, competitive sporting tournaments, surfing contests, art shows, etc.

7) Please describe the proposed event/activity for which you are seeking funding from the FY 2023-2024 Marketing Event Grant Program. *

Please be detailed but concise and answer the question fully, 500-word limit.

8) Upload a copy of your IRS Determination letter if applicable.

_____1

9) Upload a copy of your Form 990 if applicable.

_____1

10) Upload a copy of your SunBiz.com account associated with your organization if business is located in the State of Florida.

Go to Sunbiz.com and Search by Entity name , print and upload document called 'Detail by Entity Name': <https://search.sunbiz.org/Inquiry/CorporationSearch/ByName>

_____1

11) Upload your W-9.*

Kindly only submit the 2018 version. A blank one the first page for you to download if needed.

_____1

12) Upload your E-Verify MOU.*

Please upload the entire 17-page document. If you have further questions about registering for E-Verify please consult <https://www.e-verify.gov/>.

_____1

13) Upload your detailed Operating Budget worksheet. *

The Operating Budget template is provided for you on the first page of the application. Please download the template, complete it and upload it here. You will be asked to itemize revenue & expenses for the proposed event/season, provide your most recent event/season actuals and to itemize how you intend to spend the money if you receive funding for the FY 2023-2024 cycle.

_____1

14) Upload your Marketing plan.*

Suggested elements of your marketing/advertising plan should include goals and objectives, target audience(s), specific marketing activities, timelines and detailed budget worksheet itemizing how you will spend 50% of the grant award on out-of-county advertising, etc.

_____1

Thank You!