



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.15.

5/26/2022

Subject:

Approval, Re: Tourist Development Council (TDC) FY 2021-2022 Tourism + Lagoon Grant Program, additional funding for the City of Satellite Beach Samsons Island Submerged Lands Restoration Project - Phase 2 Project

Fiscal Impact:

FY 2021-2022: Additional funding of \$16,262 from the TDC Beach Improvement fund # 1442

Dept/Office:

Tourism Development Office

Requested Action:

It is requested the Brevard County Board of County Commissioners approve the Tourist Development Council FY 2021-2022 TDC Tourism + Lagoon Grant Program Guidelines request for additional funding for project - City of Satellite Beach Samsons Island Submerged Lands Restoration - Phase 2. It is also requested that the Board approve additional funding of the FY 2021-2022 City of Satellite Beach Samsons Island Submerged Lands Restoration - Phase 2 project in the amount of \$16,262.

Further, request that the Board make the legislative findings: (1) the Indian River Lagoon is an estuary with multiple public access points for tourism purposes and a long history of use by tourists, and (2) each project specifically improves, maintains, re-nourishes, restores, protects or assists with erosion control in either the Indian River, the Banana River, or the Mosquito Lagoon (all part of the Indian River Lagoon); and (3) each project is authorized purpose for the expenditure of Tourist Development Tax revenue under section 125.0104 (5)(a)5, Florida Statutes and section 102119(4)(a) of the Brevard County Code of Ordinances.

Additionally, it 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:

The FY 2021-2022 Tourism + Lagoon Grant Program projects approved by the Brevard County Board of County Commissioners on August 24, 2021. The project the City of Satellite Beach Samsons Island Submerged Lands Restoration Project Phase 2 was approved for the amount of \$117,000 with a \$122,500 match for total project cost of \$239,500. Due to unforeseen increase in costs an additional \$16,262 is being requested to complete the project. These Tourism + Lagoon Grant projects are verified by the County Attorney's Office to be viable projects to receive support with Tourist Development Tax dollars per State Statute and local ordinance. Reimbursable grant awards are available to support projects that 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 plan.

The Beach Improvement Committee at their March 29, 2022 meeting, and the Tourist Development Council at their April 27, 2022 meeting, voted unanimously to recommended the Board to approve the requested additional funding for the FY 2021-2022 TDC Tourism + Lagoon Grant Program City of Satellite Beach Samsons Island Submerged Lands Restoration Project Phase 2 as well as make the necessary legislative findings. Attached, is a copy of a letter from the City of Satellite Beach.

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

May 27, 2022

MEMORANDUM

TO: Peter Cranis, Tourism Development Office Director

RE: Item F.15., Tourist Development Council (TDC) FY 2021-2022 Tourism + Lagoon Grant Program, Additional Funding for the City of Satellite Beach Samsons Island Submerged Lands Restoration Project - Phase 2 Project

The Board of County Commissioners, in regular session on May 26, 2022, approved the Tourist Development Council FY 2021-2022 TDC Tourism + Lagoon Grant Program Guidelines request for additional funding for project – City of Satellite Beach Samsons Island Submerged Lands Restoration - Phase 2; approved additional funding of the FY 2021-2022 City of Satellite Beach Samsons Island Submerged Lands Restoration - Phase 2 project in the amount of \$16,262; granted legislative findings: (1) the Indian River Lagoon is an estuary with multiple public access points for tourism purposes and a long history of use by tourists, (2) each project specifically improves, maintains, re-nourishes, restores, protects, or assists with erosion control in either the Indian River, the Banana River, or the Mosquito Lagoon (all part of the Indian River Lagoon), and (3) each project is authorized purpose for the expenditure of Tourist Development Tax revenue under Section 125.0104(5)(a)5, Florida Statutes and Section 102-119(4)(a) of the Brevard County Code of Ordinances; and authorized you to negotiate and sign all necessary grant agreements and related documents upon County Attorney Office, Risk Management, and Purchasing Services approval.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

for Danna Scott
Kimberly Powell, Clerk to the Board

/pp

cc: Risk Management
County Attorney
Purchasing
Finance
Budget

CITY OF SATELLITE BEACH, FLORIDA

565 Cassia Boulevard
Satellite Beach, FL 32937
(321) 773-4407
FAX: (321) 779-1388



INCORPORATED 1957

March 1, 2022

To The Tourism Development Council,

The City of Satellite Beach, Samsons Island Submerged Lands Restoration (SISLR) Project Phase 2 has received all the permits required to begin work and has begun implementing the proposed project that was approved by the Tourism Development Council (TDC). Due to unforeseen impacts to project cost caused by the COVID 19 pandemic, supply lines and costs have increased. While most of the increases of these costs can be mitigated, the cost increase to the purchase of the pontoon boat that will be used for educational purposes of conducting the eco tours and visits to the project site, has become large enough to request additional funding from the TDC.

As the project lead for the SISLR, I am requesting the TDC approve the additional \$16,262 for the purchase of the pontoon boat for the SISLR project. This figure was generated from Beach Cat Salt Water Pontoon in Oldsmar FL, the same company that provided the quote to the city in 2020. The previous quote from Beach Cat Salt Water Pontoon for a 23' foot pontoon boat was \$30,395 in 2020 and is now \$46,647 a difference of \$16,262. Please consider making this adjustment to the project costs to ensure that the educational component of this grant can be completed as intended.

If you have any questions, please call me at (321) 773-4409, ext. 121.

Thank you,

Nicholas Frank Sanzone
City of Satellite Beach Environmental Programs Coordinator
Tel: 321.773.4409 ext. 227
E-mail: nsanzone@satellitebeach.org

**GRANT AGREEMENT BETWEEN
THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
AND CITY OF SATELLITE BEACH FOR
SAMSONS ISLAND SUBMERGED LANDS RESTORATION PHASE 2**

THIS GRANT AGREEMENT (hereinafter the "Agreement") is made and entered under the authority of Section 125.0104(5)(a)5., Florida Statutes and Section 102-119(4)(a), Brevard County Code, by and between the Grantor, the Board of County Commissioners of Brevard County Florida, a political subdivision of the State of Florida (hereinafter referred to as "GRANTOR"), and the City of Satellite Beach, a Florida municipal corporation, (hereinafter referred to as the "GRANTEE").

RECITALS

WHEREAS, pursuant to the Local Option Tourist Development Act, the GRANTOR has by resolution and ordinance, Ordinance No. 86-25, and subsequent amendments thereto, levied and imposed tourist development taxes throughout Brevard County, Florida; established the Brevard County Tourist Development Council (hereinafter the Council), and implemented a tourist development plan for the use of funds derived from such taxes as set forth in Section 102-116 through 102-125, Brevard County Code of Ordinances; and

WHEREAS, pursuant to Section 125.0104(5)(a)5., Florida Statutes, and Section 102-119(4)a. of the Brevard County Code of Ordinances, the GRANTOR may authorize Tourist Development Tax funds to be used to finance estuary or lagoon improvements, maintenance, re-nourishment, restoration, and erosion control to which there is public access as those uses relate to the physical preservation of the estuary or lagoon; and

WHEREAS, Brevard County has the Indian River Lagoon, which is an estuary with multiple public access points for tourism purposes and a long history of use by tourists; and

WHEREAS, pursuant to the GRANTOR's Tourism and Lagoon Grant Project application, on July 28, 2021, the Tourism Development Council recommended Brevard County Board of County Commissioners (BOCC) approve the GRANTEE's Project entitled "Samsons Island Submerged Lands Restoration Phase 2" for a \$117,000 Tourism and Lagoon Project Reimbursement Grant to reimburse GRANTEE for its costs to complete the Project, and on August 24, 2021, the Board of County Commissioners approved the grant.

NOW, THEREFORE, both Parties agree as follows:

1. **Recitals.** The Recitals above are true and correct and incorporated into this Grant.

2. Description of Project.

This project will address public access to and education of habitat restoration, its history in the IRL and new techniques that are being used. The construction of the restoration site will be a "Habitat Mosaic" where new techniques of restoration will be used, restoring three keystone species in the same location. These species include clams, oysters, and seagrasses. A pilot project of this same "Habitat Mosaic" design has been permitted and implemented in an adjacent location and has yielded success, funded by the National Estuary Program. The completed restoration site will not only provide habitat for keystone species of clams, oysters, and seagrasses, it will also be used as a location for public and private tours. By providing public access to the one-acre demonstration site we will construct, both individual citizens and public officials will be able to see restoration in progress and get a sense of the scale of the collaboration and coordination needed to successfully restore one acre of lagoon habitat. Public officials that hold office from local, regional, and state office will have an opportunity to tour a restoration site in progress. This direct felt experience where trained Environmental Professionals will explain the process of restoration giving the public officials in charge of allocating funding something more than a paper document, PowerPoint presentation, graph, or picture to convey the scope of what IRL restoration encompasses. Additionally, the City of Satellite Beach will provide free public tours of the site on a bimonthly basis, through the City Recreation Department. The guided ecotour will be advertised online and through partner organizations with a promotional video that will give an overview of the IRL, its impact on tourism and the need for restoration. There are few locations along the lagoon where this type of guided access is available. By creating and providing this access both the voters and decision makers will have an opportunity to create the memories that will forever connect them to the IRL and the importance of voting for and funding restoration projects.

The project is located on the Western side of Samsons Island, a 52-acre nature preserve in the IRL. The preserve is owned and maintained by the City of Satellite Beach. A short 10-minute boat ride will take visitors to the project site. The Western side of Samsons Island where the restoration site will be located is adjacent to an existing "Habitat Mosaic" restoration pilot project site that was funded by the National Estuary Program. The mangrove fringe habitat and the island make for the ideal location for this project because the mangroves reduce the impacts of freshwater runoff and remove excess nutrients from the water while stabilizing the sediment. Historically this site had seagrass until the 2010 superbloom when seagrass populations plummeted in the IRL. Based on these facts this site has every reason to be successful in both habitat restoration and ecotourism.

At the time of the project's completion we will have completed the following deliverables:

1. Volunteer engagement of 300-500 volunteers for a total of approximately 2,000 hours of restoration that is worth between \$54,000 at \$27/volunteer hour.
2. Oyster restoration of 30 tons of repurposed oyster shell that will be used to create habitat and act as a breakwater to stabilize the project site, building 3,500 square feet of oyster reef.
3. Seagrass planting of 13,000 seagrass plugs and mats.
4. Clam restoration of 36,000 clams.
5. Water quality data collection of baseline and post project water quality data.
6. A video documentation of the restoration process that will be used online to promote ecotourism of the lagoon.
7. The eco-tour of the project site and the adjacent Samsons Island preserve.

3. Grant Award and Findings.

a) Grant and Term. GRANTOR awards GRANTEE a grant in the amount of \$117,000 on a reimbursement basis to reimburse GRANTEE for expenditures that directly support GRANTEE's project. The grant term is October 1, 2021 to September 30, 2022.

b) In approving this grant, the GRANTOR finds that this grant is a proper purpose for expenditure of the 3rd penny levied as Tourist Development Tax funds because the primary purpose of the GRANTEE's project is to restore the health of Indian River Lagoon, an authorized purpose under section 125.0104(5)(a)5, Florida Statutes and section 102-119(4)a. of the Brevard County Code of Ordinances. The GRANTOR further finds the Indian River Lagoon is an estuary with multiple public access points for tourism purposes and a long history of use by tourists.

c) This Agreement 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(4)(a) 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.

d) GRANTEE agrees and understands that all funding authorized through this Agreement shall be used only for eligible activities in accordance with State and Local law, and this Agreement.

4. Payment Procedures.

a) For work performed by GRANTEE during the grant term, the GRANTEE must submit adequate documentation according to the payment procedures outlined in Exhibit A on or before October 8, 2022. If documentation is submitted after October 8, 2022 for work performed

prior to September 30, 2022, the Parties agree the GRANTOR has no obligation to reimburse those expenses and GRANTOR has no further obligation under the grant to GRANTEE.

b) If a question arises as to the sufficiency of the GRANTEE's documentation, the Parties agree that the Executive Director of Brevard County Office of Tourism shall make the final determination on whether or not the documentation is sufficient to support payment of the grant.

c) Funds are only eligible for reimbursement as proposed in the GRANTEE's application. 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. Funds may not be used for grant applications or routine maintenance.

5. Promotion & Reporting Requirements.

a) The Parties agree that both Parties may advertise, promote or otherwise list this Project in either Party's promotional materials. At the outset of the project, GRANTEE shall erect a sign for the duration of the project, as approved by the Tourism Development Council, indicating the Tourist Development Council's participation in the project. It shall include the Tourism and Lagoon logo.

b) The GRANTEE will provide GRANTOR with quarterly reports to show how the Grant funding was expended, and how the overall Project has operated during the term of the Grant. The GRANTEE's report will be submitted using the online survey provided by the Tourist Development office. If the final product of the project is a report, study, or other publication, the Tourist Development Council's (TDC) sponsorship of that publication shall be prominently indicated at the beginning of the publication. Additionally, the GRANTEE gives GRANTOR 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 GRANTOR's use or reproduction. If the project results in an educational display, GRANTEE will display the TDC's logo and a statement of the TDC's participation in the display.

c) Project Completion Reporting Requirements. Upon completion of the Project, GRANTEE 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 Grantee's name, Project name, Project location/address, final cost and Tourism grant amount, and a brief Project summary that includes how the venue is or will be marketed to Tourists.

6. Miscellaneous Provisions.

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

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

c) 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 Agreement is governed according to the laws of the State of Florida.

d) 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 Grant. Nothing in this Agreement shall be construed as a waiver by GRANTOR of any requirements for local permits, fees, and licenses.

e) GRANTEE shall perform the services independently under this Agreement and nothing contained in this Agreement shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement 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.

f) GRANTEE will not engage the services of any person or persons now employed by Brevard County, to provide services relating to this agreement without written consent from Brevard County.

g) The waiver by the GRANTOR of any of GRANTEE's obligations or duties under this Agreement shall not constitute a waiver of any other obligation or duty of the other party under this Agreement, nor shall a waiver of any such obligation or duty constitute a continuing waiver of that obligation of duty.

h) GRANTEE will complete the GRANTOR's foreign disclosure form, and file any required disclosures with the State of Florida.

i) **Employment Eligibility Verification (E-Verify).**

(1) 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.

(2) 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.

(3) 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.

(4) 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.

(5) 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.

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

(7) 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.

7. **Indemnification and Hold Harmless.** The GRANTEE shall indemnify, defend, and hold harmless GRANTOR for the negligent acts and omissions of the GRANTEE's own employees and

agents in the performance of this Agreement, 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 Project. The GRANTEE expressly agrees that Brevard County has no liability to the GRANTEE for GRANTEE's operation of the Project. The Parties indemnity and liability obligations hereunder shall be subject to the each Party's right of sovereign immunity and limited to the extent of the protections of and limitations on damages set forth in Section 768.28, Florida Statutes. Nothing in this Agreement 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 either Party's sovereign immunity. The Parties acknowledge specific consideration has been exchanged for this provision.

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

9. Insurance. GRANTEE agrees to procure and maintain, at its own expense and without cost to GRANTOR, the following types of insurance. 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.

10. **Termination.** If either Party fails or refuses to perform any of the provisions of this Agreement, or otherwise fails to timely satisfy the Grant provisions, either Party may notify the other Party in writing of the nonperformance and terminate this Agreement or such part of the agreements 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.

11. **Right to Audit Records.** In performance of this Agreement, GRANTEE shall keep books, records, and accounts of all activities related to this Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by GRANTEE in conjunction with this Agreement and the performance of this Agreement 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 termination of this Agreement, unless returned to GRANTOR upon completion of the contract.

12. **Public Records Disclosures.** GRANTEE agrees that Florida has broad public disclosure laws, and that any written communications with the GRANTEE, to include emails, email addresses, a copy of this Agreement, and any supporting documentation related to this Agreement 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 contract. Upon completion of the Agreement, GRANTEE will transfer, at no cost, to the GRANTOR, any public records in its possession.

Upon a request for public records related to this Agreement, GRANTEE will forward any such request to the GRANTOR. The GRANTOR will respond to any public records request. Upon request, the GRANTEE will provide access or electronic copies of any pertinent public records related to this Agreement to the GRANTOR within a reasonable time at a cost that does not

exceed the cost provided in Chapter 119, Florida Statutes.

The GRANTEE agrees that Brevard County 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, 430 BREVARD AVENUE, SUITE 150, COCOA, FLORIDA 32922, PHONE (321) 433-4470.

13. **Notices.** Any notices required or permitted by this Agreement 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:

GRANTEE:
City of Satellite Beach
Nicholas Sanzone
Environmental Programs Coordinator
565 Cassia Blvd
Satellite Beach, FL 32937
Phone: (321) 213-2879

GRANTOR:
Brevard County Office of Tourism
430 Brevard Avenue, Suite 150
Cocoa, Florida 32922
Phone: (321) 433-4470

14. **Effective Date.** This Agreement shall be effective on the last day the Parties execute this Grant Agreement (the "Effective Date") and the Parties shall commence the performance of their obligations under this Agreement as of such date.

15. **Entirety, Construction of Agreement, and Counterparts.** This Agreement represents the understanding between the Parties in its entirety and no other agreements, either oral or written, exist between the GRANTOR and the GRANTEE. The Exhibits are attached and incorporated into this Agreement by this reference. The Parties acknowledge that they fully reviewed this agreement and had the opportunity to consult with legal counsel of their choice, and that this agreement shall not be construed against any party as if they were the drafter of this Agreement. This Agreement may be executed in counterparts all of which, taken together, shall constitute

one and the same Agreement. GRANTEE warrants that it is possessed with all requisite lawful authority to enter into this Agreement, and the individual executing this Agreement is possessed with the authority to sign and bind GRANTEE.

IN WITNESS WHEREOF, the Parties, by their duly authorized representative, have executed this Grant Agreement on the last date written below.

City of Satellite Beach

 11/19/21
Signature and Date

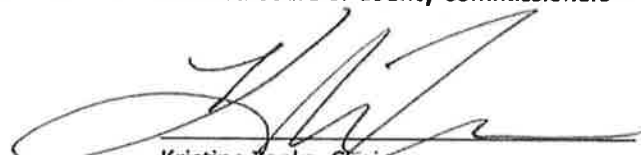
Courtney Barker

Print/Type Name

City Manager

Title

Brevard Board of County Commissioners


Kristine Zonka, Chair

As approved by the Board: 8/24/21

ATTEST:


JASON ARTHUR, CHIEF DEPUTY

Exhibit A – Tourist Development Office Payment Procedures

As a government agency, the County Finance Department has VERY strict State and County guidelines it is required to follow when disbursing Tourist Development Tax (TDT) revenue dollars. In order to process and pay invoices efficiently, we have established a list of guidelines to assist you. If you have any questions or need additional information please contact Jeff Baron, Finance Manager, jeff.baron@visitspacecoast.com or 321-433-4470 ext. #52988, direct 321-693-0362.

Request for Reimbursement Invoice Requirements:

1. Vendors backup invoices must be listed line by line.
2. Vendor name, invoice #, description of service and amount of reimbursement being requested.
3. Backup receipts/invoices must have the line # on the top of each page of backup that coordinates with line # on Request for Reimbursement form.
4. NO DOUBLE-SIDED DOCUMENTS OR STAPLED. Please tape all small receipts to an 8-1/2" X 11" page, do not allow tape to touch print on the receipts as it degrades the ink, no staples or paper clips and most importantly all backup must be legible.
5. All invoices will be scanned and become subject to Public Records laws.
6. Proof of Payment:
 - By Check:
 - a. Front and back copy of check showing it has been deposited
 - b. ALL account numbers, bank routing number, and authorizing signatures MUST be sanitized (blacked out).
 - By Credit Card:
 - a. A copy of the credit card statement showing account numbers MUST be sanitized
 - b. ALL other transactions, MUST be sanitized (blacked out) from the document.
7. Payment will be remitted to the Event Coordinator/Grantee at the address submitted on the W-9 form, unless an alternate mailing address is noted clearly on the invoice(s).



August 25, 2021

MEMORANDUM

TO: Peter Cranis, Tourism Development Office Director

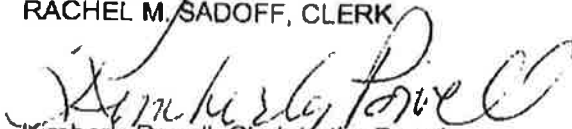
RE: Item F.11., Tourist Development Council (TDC) FY 2021-2022 Tourism + Lagoon Grant Program Recommendations

The Board of County Commissioners, in regular session on August 24, 2021, approved the TDC recommendation to approve funding for the FY 2021-2022 Tourism + Lagoon Grant Program applications, with said approval including the necessary legislative findings; authorized the Chair to sign all the negotiated Tourism + Lagoon grant agreements over \$100,000; granted you authority to negotiate and sign all necessary grant agreements under \$100,000 and related documents to support the grants for applications that receive future approval in the FY 2021-2022 grant cycle upon County Attorney's Office and Risk Management approval; and authorized the County Manager to execute necessary Budget Change Request to distribute grant funding.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/ns

cc: Budget
Finance
County Attorney
County Manager

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: City of Satellite Beach		2. Amount: \$117,000
3. Fund/Account #: 1442-293100-5810000	4. Department Name: Tourism	
5. Contract Description: Samsons Island Submerged Lands Restoration		
6. Contract Monitor: Deborah Webster	8. Contract Type: GRANT	
7. Dept/Office Director: Peter Cranis		
9. Type of Procurement: Other		

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	☒	☐	
Purchasing	☐	☐	
Risk Management	☐	☐	
County Attorney	☐	☐	

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	☒	☐	Cranis, Peter Digitally signed by Cranis, Peter Date: 2021.09.20 14:29:43 -04'00'
Purchasing	☒	☐	Darling, Steven Digitally signed by Darling, Steven Date: 2021.09.21 08:13:11 -04'00'
Risk Management	☒	☐	Lairsey, Matt Digitally signed by Lairsey, Matt Date: 2021.09.20 15:13:32 -04'00'
County Attorney	☒	☐	Schverak, Christine Digitally signed by Schverak, Christine DN: cn=Schverak, Christine, email=Christine.Schverak@brevard.gov Date: 2021.09.21 10:11:02 -04'00'

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	☐
Department	☐
Program	☐
Contact Name	☐
Cost Center, Fund, and G/L Account	☐
Vendor Information (SAP Vendor #)	☐
Contract Status, Title, Type, and Amount	☐
Storage Location (SAP)	☐
Contract Approval Date, Effective Date, and Expiration Date	☐
Contract Absolute End Date (No Additional Renewals/Extensions)	☐
Material Group	☐
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	☐
"Right To Audit" Clause Included in Contract	☐
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	☐