



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - Community Services Group

J.2.

9/17/2024

Subject:

Board Direction, Re: Tourist Development Council (TDC) FY 2024-25 Cultural and Sports Grant Programs (or Marketing Support Program) - Funding, Guidelines, Applications, and Scoresheets.

Fiscal Impact:

FY 2024-25 cycle:

- Option #1 - \$240,000 for the Sports Grant Program, Marketing fund 1441/293050 and \$600,000 for the Cultural Event Grant Program, Cultural fund 1446/293020 collected by the Tourism Development Tax as directed by the Board, or
- Option #2 - \$840,000 for the Marketing Support Program, \$240,000 from Marketing fund 1441/293050 and \$600,000 from the Cultural Event Grant Program, Cultural fund 1446/293020 collected by the Tourism Development Tax as directed by the Board.
- Option #3 - Other options based on Board guidance.

Dept/Office:

Tourism Development Office

Requested Action:

It is requested the Brevard County Board of County Commissioners provide direction regarding the Tourist Development Council FY 2024-25 Cultural and Sports Grant Programs Funding, Guidelines, Application and Scoresheets.

- **Option #1: Utilize Standard Cultural and Sports grant programs, which was unanimously approved by the TDC at the March 27, 2024, meeting with changes listed;**
- **Option #2: Implement TDO Marketing Support Program. This option was also unanimously approved by the TDC and is similar to what was discussed by the Board last year;**
- **Option #3: Other direction as provided by the Board.**

It is also requested that the Board approve funding of \$840,000 for the FY 2024-25 Cultural and Sports Grant Program applications which shall come before the Board for final approval as the grant application cycle commences.

Further, based on the facts specified, by approving this agenda item, the Board will make the legislative finding that Tourist Development Tax funds are authorized for sports grants pursuant to Section 125.0104(5)(a)3., Florida Statutes, and Section 102-119(3)a, (5)a, and (6)a. of the Brevard County Code of Ordinances and Cultural grants pursuant to Section 125.0104(5)(a)3., Florida Statutes, and Section 102-119(3)d. of the Brevard

County Code of Ordinances. Each of the tourist-oriented sports and special events have, as one of its main purposes, the attraction of tourists; the entity and the Space Coast Office of Tourism both intend to ensure marketing and promotion of these events to tourists.

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

Summary Explanation and Background:

Option #1: Utilize Standard Cultural and Sports grant programs, which was unanimously approved by the TDC at the March 27, 2024, meeting with changes listed;

The Cultural Event Grant Program is administered by the Tourism Development Office to provide for:

- Tourist oriented cultural and special events such as visual and performing arts including theater, concerts, recitals, opera, dance, art exhibits, festivals and other tourist related activities.
- Promote Brevard County as a cultural destination to both visitors and residents.
- Make a positive impact on Brevard County Tourism.
- Enhance the Space Coasts cultural sector through increased event and marketing support for the benefit of visitors and residents and;
- Build awareness of the arts in the County.

Reimbursements up to \$50,000 are available for qualifying grants, funding determined by measurement of out of county attendance.

At the Cultural Committee meeting on March 26, 2024, and the Tourist Development Council at their March 27, 2024 meeting members voted unanimously to approve the FY 2024-25 Cultural Event Program Budget of \$600,000 and the Cultural Event Grant Program Guidelines and Application with the changes listed below:

Cultural Event Grant Program Changes

1. Change the name of the "Cultural Support Grant Program" to "Cultural Event Grant Program" throughout the document.
2. Change Fiscal Year from "2023-2024" to "2024-2025"
3. Update appropriate deadlines throughout the document.
4. Update schedule accordingly in Section 4.0 Application Process and Key Dates.
5. Update language in Section 5.0 Eligibility to accommodate the non-profit and for-profit application submissions.
6. Update language to lower minimum attendance to 1,000 per event and corresponding grant award.
7. Update 6.0 Available Funds award amounts and clarify the requirement of at least 50% of the award amount must be spent on out-of-county advertising/marketing.
8. Establishes the use of the Cultural Event Grant checklist for application packets.

The Sports Grant Program is to provide grants to:

1. Assist the County in attracting and growing high quality competitive events.
2. Generate significant economic impact through participant and spectator spending and hotel revenue.
3. Promote Brevard County through market reach.

At the Sports Committee Meeting on March 13, 2024, members voted unanimously to approve the Sports Grant Program Guidelines and Application with the changes listed below:

Sports Event Grant Program Changes

1. Change the name of the “Sports and Events Grant Program” to “Sports Grant Program”.
2. Established one yearly grant cycle beginning on October 1 and ending on September 30.
3. Eliminated Attachment B (Sports Event Grant Program Score Sheet) in favor of a majority vote.
4. Created the Tier 2 category for sports grants. Tier 2 sports grants are available for funding year-round.
To be eligible for a Tier 2 sports grant:
 - a. Venues must be located within Brevard County.
 - b. Minimum number of 120 coaches, players and fans must stay in accommodations that collect Brevard County Tourist Development tax to qualify.
 - c. Accommodation stays must pay Tourist Development tax.
 - d. Event must have a minimum of 120 players, coaches, and fans to qualify.
 - e. Event must have a minimum of three days of competition - e.g., Friday night start with a Sunday afternoon end.
 - f. Event organizer must provide a rental agreement for the venue.
 - g. Event organizer must provide teams’ invoices from hotels.
5. Tier 2 sports grant funding may be used for the following:
 - h. Venue Rental
 - i. Equipment/Goal Rental or Usage Fee
 - j. Field or Court Maintenance
 - k. Field or Court Staff
 - l. Field or Court Materials
 - m. Officials’ Fees
6. Establishes the use of the Sports Grant checklist for application packets.
7. Question number one of the sports grant application will determine if the applicant is a Tier 1 or Tier 2 event.
8. Question number nineteen will inquire about the E-Verify enrollment status of each applicant.

Option #2: Implement TDO Marketing Support Program. This option was also unanimously approved by the TDC and is similar to what was discussed by the Board last year;

The Marketing Support Program is a program administered by the Tourism Development Office intended to provide support to events and year-round programming. For qualified events or year-round programming, the Marketing Support Program will provide:

- Out of county advertising and marketing
- Or defray the cost of renting event venues or facilities operated by Brevard County or
- Offer a sponsorship for sport events that do not require out-of-county advertising and marketing in the

amount of eligible funding as designated in Section 6.0

Support of up to \$50,000 is available for qualifying grants and funding is determined by the measurement of out-of-county attendance or room night production.

Option #3: Other direction as provided by the Board.

Clerk to the Board Instructions:

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



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

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

September 18, 2024

M E M O R A N D U M

TO: Peter Cranis, Tourism Development Director

RE: Item J.2., Board Direction for Tourist Development Council (TDC) FY 2024-25 Cultural and Sports Grant Programs (or Marketing Support Program) – Funding, Guidelines, Applications, and Scoresheets

The Board of County Commissioners, in regular session on September 17, 2024, directed implementing Option #2, the Tourist Development Office (TDO) Marketing Support Program, at the funding levels presented (\$840,000: \$240,000 from Marketing Fund and \$600,000 from the Cultural Fund); authorized prioritizing local organizations and if there are funds remaining, then fund support for out of Brevard County organizations; authorized coming back to the Board with TDC recommendations for approval of the support awards; and approved up to \$50,000 available per grant and funding determined by the measurement of out-of-county attendance or room night production.

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
Finance
Budget



**BREVARD COUNTY
TOURISM DEVELOPMENT OFFICE**

Guidelines

CULTURAL ~~SUPPORT~~ **EVENT SUPPORT
GRANT PROGRAM**

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

Fiscal Year ~~2023-2024~~ 2024-2025

CULTURAL ~~SUPPORT~~ EVENT GRANT PROGRAM

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)d of the Brevard County Code of Ordinances. The BOCC has authorized Tourist Development Tax funds to be used for tourist-oriented cultural and special events such as visual and performing arts including theater, concerts, recitals, opera, dance, art exhibitions, festivals and other tourist related activities.

Cultural ~~Support~~ Event Grant Program is a program administrated by the Tourism Development Office, the focus of which is to promote Brevard County as a cultural destination.

Goals of the Cultural ~~Support~~ Event Grant Program:

1. Promote Brevard County as a cultural destination to both visitors and residents and make a positive impact to Brevard County tourism.
2. Enhance the Space Coast's cultural sector through increased event and marketing support for the benefit of visitors and residents.
3. Build awareness of the arts.

2.0 STATEMENT OF APPLICANT RESPONSIBILT Y

Please read this entire document carefully.

The Tourism Development Office (TDO) and Brevard Cultural Alliance (BCA) staff will work in coordination to 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. Kindly ~~note the due date, plan accordingly and~~ double check your documents before you submit **to make sure your application is complete.** ~~your application.~~ 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 ~~2024-2025~~ ~~2023-2024~~ Cultural ~~Event Support~~ Grant Program ~~grant program~~ is for events occurring between October 1, ~~2024~~ ~~2023~~ and September 30, ~~2025~~ ~~2024~~.

September 18, 2024	FY 2024-2025 Application window opens
September 18, 2024	FY 2024-2025 non-mandatory Information meeting
October 7, 2024	FY 2024-2025 Application window closes
November 7, 2024	Cultural Committee mtg; Review, Ranking & Recommendations
November 13, 2024	TDC for approval
December 3, 2024	BoCC for final approval
October 1, 2024	FY 2024-2025 begins
September 30, 2025	FY 2024-2025 ends
October 3, 2025	Reimbursement requests due
October 31, 2025	Final reports due
March 9, 2023	Cultural Committee meeting #1, Tourism Development Office @2pm
April 6, 2023	Cultural Committee meeting #2, Tourism Development Office @2pm
April 19, 2023	Application window opens
April 19, 2023	Non-mandatory online CSGP Information meeting @10am
May 19, 2023	Application window closes @5pm
May 19-25, 2023	BCA & TDO staff reviews applications for completeness
May 25, 2023	Cultural Committee begins scoring; applications & scoresheets submitted to Committee for review & scoring
June 26, 2023	Cultural Committee scoring due @5pm
July 19, 2023	Cultural Committee meeting #4, Review, Ranking & Recommendations, Tourism Development Office @2pm
July 26, 2023	Tourist Development Council meeting, Government Center @2pm
August 8, 2023	Brevard County Board of County Commissioners final approval, Government Center @5pm
August 9, 2023	Funding notification to the applicants & executed contracts
October 1, 2023	FY 2023-2024 grant period begins
September 30, 2024	FY 2023-2024 grant period ends
October 4, 2024	Final Reimbursement requests due
October 31, 2024	Final report due

Updated: 3-22-2024 & 8-22-2024 dw

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

The TDC Cultural Committee will monitor the Cultural ~~Event Support~~ 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, Scoresheets and grant awards. The program will be administered by the Tourism Development Office (TDO) and Brevard Cultural Alliance (BCA) staff.

5.0 ELIGIBILITY

The primary purpose of the Cultural ~~Event Support~~ Grant Program is to promote Brevard County arts and culture by funding groups which present cultural and special events and market the events to out-of-county tourists. Such cultural and/or special events/activities could be visual and performing arts including theatre, concerts, recitals, opera, dance, art exhibitions, and festivals and other tourist-related activities). These Cultural and/or Special Events/Activities can be categorized into the following:

- Events – Festivals, Art Shows, etc. ~~that last from 1-14 days~~
- Seasonal Activities – Theatres, symphonies, concerts that operate over the course of a year
- Museums – Facilities that continually operate over the course of a year
- Main Street Events – Street parties and events hosted by Main Street organizations

To be considered for this grant funding, the cultural and special events/activities 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/season must account for total visitation of 1,000 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.

To be eligible to apply for participation in the Cultural ~~Event Support~~ Grant Program an organization must ~~also~~;

- a. Be a non-profit, tax-exempt Florida corporation, as a result of being incorporated or authorized as a non-profit Florida corporation in good standing, pursuant to Chapter 617, Florida Statutes or a governmental entity, and, **designated as a tax-exempt organization as defined in section 501(c)(3) of the Internal Revenue Code of 1954, or;**
- b. **Be a Corporation or Limited Liability Company (LLC)**
- c. ~~Headquartered in Brevard County, and,~~
- d. ~~Designated as a tax-exempt organization as defined in section 501(c)(3) of the Internal Revenue Code of 1954, and;~~

- c. Applicant organization must be the presenting/producing entity of events/activities to be promoted through the Cultural **Event Support** Grant Program.
- e. Provide IRS Determination letter and Florida Department of State, Division of Corporations Detail by Entity Name Report (if applicable)
- f. **Provide Articles of Incorporation (if applicable)**
- g. Supply required documentation – Updated W-9 (IRS Form Rev. October 2018), Certificate of Insurance (COI) **and associated Endorsement pages**, 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.
- h. Private organizations should be incorporated for a minimum of two (2) years. (Date on IRS 501-c3)
- i. An organization must have held the event/season for at least one (1) year to qualify for the Cultural **Event Support** Grant Program.

6.0 AVAILABLE FUNDS

Funds may be available for the fiscal year 2023-2024 Cultural **Event Support** Grant Program to support cultural organizations with their events/activities. In addition to creating unique cultural events/activities that promote Brevard County as a cultural destination, one of the main goals of this program is to attract out-of-county visitors to Brevard County.

Funding Award amounts;

# of Out-of-County attendees	Funding	Grant Program
1,000-2,500	\$5,000	Cultural Event Grant Program
2,501-7,500	\$10,000	Cultural Event Grant Program
7,501-10,000	\$15,000	Cultural Event Grant Program
10,001-20,000	\$20,000	Cultural Event Grant Program
20,001-50,000	\$25,000	Cultural Event Grant Program
50,001+	\$50,000	Cultural Event Grant Program
5,001 – 10,000	\$15,000	Cultural Event Support Grant Program
10,001 – 20,000	\$20,000	Cultural Event Support Grant Program
20,001 – 100,000	\$25,000	Cultural Event Support Grant Program
100,001+	\$50,000	Cultural Event Support Grant Program

The Cultural Support Grant program is a reimbursable grant. This grant is on a reimbursement basis to reimburse grantee for approved expenditures that directly support personnel, artistic services, marketing, supplies, materials, and other general operating costs. Grantees must initially self-fund approved expenditures, and upon receipt and acceptance of valid

documentation will be reimbursed up to awarded amount. At least 50% of the grant award must be spent on Out-of-County advertising.

The 50% of the funding award (out-of-county marketing/advertising requirement) must be used prior to the less-restricted marketing/advertising portion of the award. If an applicant is not able to spend the entire amount of the 50% out-of-county required marketing/advertising amount the less-restricted reimbursement portion shall not be greater.

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

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

Allowable and Non-Allowable:

Allowable Costs:

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

Non-Allowable Costs:

- Expenditures before or after the grant period;
- Lobbying or attempting to influence federal, state, or local legislation;
- ~~• Capital improvements, including but not limited to new construction, renovation, and installation or replacement of fixtures in the permanent facility of the organization.~~

- Bad debts, contingencies, fines and penalties, interest, other financial costs and costs of litigation or tuition;
- Plaques, awards, scholarships, gift cards, prize money or certificates;
- Items for resale
- Projects which are restricted to private or exclusive participation;
- Regranting (using County funds to underwrite local grants programs);
- contributions and donations;
- any other expenditure not authorized by Chapter 112 of the Florida Statutes or Brevard County Codes and Policies or any other law.

8.0 APPLICATION SUBMITTAL PROCEDURES

The Cultural ~~Event~~ ~~Support~~ Grant Program application may only be submitted electronically through an online portal link that will be available to interested organizations on ~~April 19, 2023~~. TDO staff will conduct a pre-qualification attendance audit for projects beginning ~~April 1, 2023~~. If you intend to apply for the FY 2023-2024 Cultural Support Grant Program, please complete this brief questionnaire ([CLICK HERE](#)). Eligibly results will be emailed to you on ~~April 19, 2023~~. If you chose not complete the questionnaire you may still apply for the program but your attendance eligibility will not be determined until you submit your application on ~~May 19, 2023~~.

1. An applicant may not submit more than 1 (one) application per organization.
2. Grant funds are released on a reimbursement basis.
3. All projects, programs, **events** and/or exhibits funded by the Brevard County Board of County Commissioners must be suitable for viewing by people of all ages.

~~Events~~ Projects that are deemed attendance eligible will be emailed the application on ~~April 19, 2023~~.

A non-mandatory information meeting will be conducted at 2pm September 18, 2024~~11am on April 19, 2023~~. The application deadline is no later than 9am EST on September 30, 2024 ~~5pm EST on June 26, 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.

A non-mandatory virtual Information meeting to answer any questions you may have about the process or application will be held at ~~11am on April 19, 2023~~ 2pm on September 18, 2024.

Join Zoom Meeting
<https://us06web.zoom.us/j/85250101011>

Meeting ID: 852 5010 1011

Updated: 3-22-2024 & 8-22-2024 dw

9.0 EVALUATION CRITERIA AND APPROVAL PROCESS

On the close of the application window, ~~May 19, 2023~~ September 30, 2024, BCA TDO staff will receive and review all grant applications to ensure:

1. Applications are submitted by the deadline; no later arrivals will be accepted.
2. Applications **and all required supporting documents are assembled into the Application packet and are reviewed to be** are for completeness and contain all required information.
3. Applications are for eligible activities and expenses.
4. Applications have met the minimum out-of-county visitor requirement for that funding tier.
5. TDO staff will review the applications **packets** and shall have the direction and authority to disqualify those who do not meet the minimum requirements prior to committee review.
6. Each member of the Cultural Committee will receive eligible Application **packets** and Scoresheets (see attached sample scoresheet) for review. Committee members will be instructed to review each proposal using the Scoresheet and assign a numeric score to the project and submit a completed Scoresheet for each Application to TDO staff.
7. TDO staff will assemble the scoresheets for each project. The highest and lowest scores will be discarded for each application to adjust for possible scoring outliers. TDO staff will rank each project in order based on the remaining scores, ranking of project will be by average of the trimmed mean score.
8. Project rankings will be reviewed and discussed in a Cultural Committee meeting that is open to the public.

Cultural Committee meeting – Review, Ranking & Recommendation Meeting-

- TDO staff will distribute the scoring of the applications. Applications will be presented in order of ranking, with total funding level for each application deemed eligible by reaching the average trimmed mean score of 80 or higher.
 - The Committee chair will open the floor to validate the scores.
 - The Committee chair will open the floor 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.
9. 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.

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

Applicants are required to complete one report (~~the final report~~) for FY ~~2024-2025~~ ~~2023-2024~~ grant cycle. 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 a “season” must complete a final report by October 31, ~~2025~~ ~~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 the Cultural Committee ~~upon request~~ ~~for review~~.

Reimbursement requests are due October 4, 2024. Failure to comply and submit a final report by due date may impact future funding requests.

Fully cooperate with TDO staff post-event on guest information, surveys, and any other requests for information.

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.~~ Payments (and contracting) are with the organizations that completed the application, there ARE NOT direct vendor payments or pre-payments.

Reminder: All documents and invoices ~~when submitted to our office will become provided will~~ become subject to Public Records laws. ~~You must redact all confidential information, for example account numbers, bank numbers, social security, addresses, etc.~~

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

For events (single day or limited day festivals or events), submit grant reimbursement request paperwork as soon as ~~your a project milestone event or season~~ is complete or within 60 days. For other year-round programming (theatres, museums, symphonies, etc.) submit requests at

least quarterly and remaining funds. ~~Year Deadline for ALL grant reimbursement requests for FY 2024-2025 23-24 is by close of business Friday, October 3, 2025 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
 - Photos of rental tents or equipment
 - Photos of equipment purchased in support of the grant
 - Screenshots of website and social media
 - Copies of the printed material
 - Copies or photos of the signs to ensure they were not used for some other purpose
 - If payroll is being requested for reimbursement, the line on reimbursement cover sheet requires an abbreviated personnel description that is grant related along with the pay period dates. Leave the invoice field blank for payroll items
 - Copies of vendor reports or materials lists
 - Any other allowable, reimbursable expense that was listed in the grant application budget and grant agreement.

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

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 **Grantee 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.

Updated: 3-22-2024 & 8-22-2024 dw

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.

As a condition for receiving this grant, the Grantee certifies that it has appropriate criminal background screening procedures in place to evaluate any employee, contractor, subcontractor, agent, representative or volunteer working under this grant who is expected to have unsupervised access to or direct substantial contact with at-risk populations. The Grantee certifies that it shall disqualify any employee, contractor, subcontractor, agent, representative or volunteer who is a sexual predator (as defined in section 775.21, Florida Statutes) or sexual offender (as defined in section 944.606, Florida Statutes) from working on projects, programs, or events funded, in whole or in part, by this grant award, if such employee, contractor, or volunteer is expected to have unsupervised access to or direct substantial contact with at-risk populations. "At-risk populations" means children, the elderly, the disabled, and those who cannot defend themselves. "Unsupervised access" means any in-person contact with one or more members of an at-risk population outside of the direct, line-of sight supervision of a supervisor who has passed the appropriate criminal background screening. "Direct substantial contact" means contact that is regular, continuous, and personal in nature. Compliance with the terms of this section is made an express condition of this grant and the Grantor may treat the Grantee's failure or refusal to perform the requirements herein as grounds for immediate termination of this grant. Such termination is effective upon the Grantee's receipt of a Notice of Termination from the Grantor. Upon termination, 10 Grantor has no further obligations to Grantee. If the Grantee knowingly or recklessly allows a sexual predator or sexual offender to work or volunteer on projects, programs, or events funded, in whole or in part, by this grant award, in a position having unsupervised access to or direct substantial contact with at risk populations, then in addition to the immediate termination of this grant, the Grantee will be barred from receiving future County-sponsored grants. The Grantee may challenge termination or debarment under this section by timely resort to the dispute resolution procedures provided in 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 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

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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

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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., 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

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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 2024-2025 Cultural Event Grant Program application

1) Contact Information *required*

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 *required*

Secondary contact name: _____

Secondary contact email address: _____

Secondary contact telephone number: _____

3) If awarded funding for the FY 2024-2025 Cultural Event Grant Program, please provide the name and title of the person from your organization who will be signing the contract. ***required***

First Name: _____

Last Name: _____

Title: _____

4) Which best describes your organization? ***required***

☐ Non-profit or not-for-profit

☐ For profit

☐ Other - please be specific: _____

5) What is your Federal Employee ID number? ***required***

6) Upload a copy of your IRS Determination letter or Articles of Incorporation (whichever is applicable).

7) Upload a copy of your SunBiz.com account associated with your organization.

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

8) If your application is awarded funding, how will you spend the money? (Please select all that apply) ***required***

Reminder - 50% of the grant award must be used for out-of-county advertising. How will the other grant funds be used? Here is the list of non-allowable expenses.

- *Expenditures before or after the grant period;*
- *Lobbying or attempting to influence federal, state, or local legislation;*
- *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);*

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- *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.*

☐ Artistic Services

☐ Marketing/Advertising (Brevard County)

☐ Marketing/Advertising (Outside of Brevard County - at least 50%)

☐ Materials/Supplies

☐ Other General Operating Costs

☐ Staff/Personnel

9) Please provide a brief description and your mission statement of your organization.

required

(Please be detailed but concise-500-word limit)

This information will not be scored by the Committee. The Committee members may not be familiar with your organization, this is a perfect opportunity to tell your story.

10) Please describe the proposed event/season for which you are seeking funding from the FY 2024-2025 Cultural Event Grant Program. ***required***

(Please be detailed but concise and answer the question fully, 1,000-word limit.)

11) How does your proposed event or season promote the Space Coast as a cultural destination? Please describe the cultural qualities that will create publicity opportunities on a regional or national level to promote the Space Coast as cultural destination. ***required***

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

12) Upload your Marketing plan. ***required***

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

13) Please upload 5-8 Marketing/Advertising creative assets. ***required***

Suggested creative assets: Facebook or Instagram ads, social media posts, website, TV/video ads, brochures, posters, MP3 or text for a radio ad, etc.

14) Tell us about your social channels.....

What is your Facebook address? _____

What is your Instagram handle? _____

What is your Twitter address? _____

What is your YouTube address? _____

15) If you need additional space to upload any of your documents, please do so here.

16) Please describe in detail how you will measure and evaluate **(not including comments from the Cultural Committee)** the success of your event/season? ***required***

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

17) Upload your **detailed** Overall Operating Budget worksheet. ***required***

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 2024-2025 cycle.

18) Please use this space to explain any significant discrepancies/variances or share information about your budget that you would like the Committee to understand. Feel free to comment how you will overcome these discrepancies. ***required***

Tourism Development Council FY 2024-2025 Cultural Event Grant Program – Evaluation Form <i>Requests must achieve a minimum of 80 points to be considered for funding</i>		
REVIEWER (SIGNATURE):		
REVIEWER (PRINT):		
Section 1 – Applicant Information (TDO staff will complete this section)		
Organization Name:		
Project Number:		
# of Out-of-County visitors		
Project is eligible for \$		
Evaluation Criteria	Points Available	Points Earned
(1) Did the application clearly describe the proposed event/season? (Q10)	20	
Reviewer: Use the following scoring rubric as a guide		
Poorly presented/poor location: 0 - 5 points		
Adequate: 6 - 10 points		
Good: 11- 15 points		
Very Good: 16 – 18 points		
Excellent: 19 - 20 points		
<u>Comments for Q1:</u>		
(2) Did the application clearly describe how the proposed event/season will promote the Space Coast as a cultural destination? Did the application describe the cultural qualities that will create publicity opportunities on a regional or national level to promote the Space Coast as a cultural destination? (Q11)	20	
Reviewer: Use the following scoring rubric as a guide		
Poorly presented: 0 - 5 points		
Adequate: 6 - 10 points		
Good: 11 - 15 points		
Very Good: 16 – 18 points		
Excellent: 19 - 20 points		

<u>Comments for Q2:</u>		
(3) Did the application include their marketing plan? Does the marketing plan offer the following elements; goals & objectives, target audience(s), specific marketing activities, etc. timeline and detailed Marketing/Advertising budget worksheet itemizing how 50% of the grant award will be spent on out-of-county Marketing/Advertising? (Q12)	20	
Reviewer: Use the following scoring rubric as a guide		
Poorly presented: 0 - 5 points		
Adequate: 6 - 10 points		
Good: 11 - 15 points		
Very Good: 16 – 18 points		
Excellent: 19 - 20 points		
<u>Comments for Q3:</u>		
(4) Did the application include 5-8 supporting Marketing/Advertising creative assets? (Q13) <i>Suggested creative assets: Facebook/Instagram and/or other social media posts, website, TV/video, brochure, poster, text for a radio spot, or other promotional materials, etc.</i>	20 10	
Reviewer: Use the following scoring rubric as a guide		
Poorly presented: 0 - 2 points		
Adequate: 3 - 4 points		
Good: 5 - 7 points		
Very Good: 8 – 9 points		
Excellent: 10 points		
<u>Comments for Q4:</u>		

(5) Did the application describe in detail how they intend to measure and evaluate the success of their event/season? (Q16)	10	
Reviewer: Use the following scoring rubric as a guide		
Poorly presented: 0 - 2 points		
Adequate: 3 - 4 points		
Good: 5- 7 points		
Very Good: 8 – 9 points		
Excellent: 10 points		
<u>Comments for Q5:</u>		
(6) Did the application include a <u>detailed</u> operating budget worksheet reflecting both revenue & expenses for the proposed event/season? Did the operating budget itemize the proposed event/season and the most recent event/season actuals? (Q17)	20	
Reviewer: Use the following scoring rubric as a guide		
Poorly presented: 0 - 5 points		
Adequate: 6 - 10 points		
Good: 11 - 15 points		
Very Good: 16 - 18 points		
Excellent: 19 - 20 points		
<u>Comments for Q6:</u>		
PROPOSAL SCORE (Maximum 100 points)	100	

**Tourism Development Office
FY 2024-2025 Cultural Event Grant Program
checklist**

Applicant Organization Name: _____

Applicant Event Name: _____

	Yes	No	Comment
Completed application			
Detailed budget worksheet			
Marketing plan			
Marketing creative assets			
Copy of IRS Articles of Incorporation – (if applicable)			
Copy of IRS Determination letter – (if applicable)			
Copy of SunBiz.org			
Updated W-9			
Copy of this CEGP checklist			

All documents have been submitted, reviewed and/or addressed in the comments.

Peter Cranis, Executive Director



**BREVARD COUNTY
TOURISM DEVELOPMENT OFFICE**

Guidelines

**~~SPORTS AND EVENTS~~
~~GRANT PROGRAM~~**

SPORTS GRANT PROGRAM

Fiscal Year 2024-2025

Fiscal Year 2024-2025

~~SPORTS AND EVENTS GRANT PROGRAM~~

SPORTS GRANT PROGRAM

1.0 INTRODUCTION & BACKGROUND

The Brevard County Tourist Development Council (TDC) is pleased to offer the Sports ~~& Event~~ Grant Program for tourism or sports-related organizations to support and enhance ~~competitive events~~ **competitions** seeking financial assistance for events held on Florida's Space Coast. The **Tier 1** grants are administered by the Sports Committee of the Tourist Development Council. ~~The goal of the grant program is to assist the County in attracting and growing high quality competitive events in order to generate significant economic impact through participant spending.~~

Goals of the Sports Grant Program:

1. Assist the County in attracting and growing high quality competitive events.
2. Generate significant economic impact through participant and spectator spending and hotel revenue.
3. Promote Brevard County through market reach.

Reimbursement grants are available to support events or bids that benefit Florida's Space Coast.

The grant will be used to reimburse authorized expenses for an event that is promoted to tourists and promotes tourism in Brevard County by expending funds for an activity, service, venue or event that has as one of its main purposes the attraction of tourists. Funds for this purpose are authorized from the Tourist Development Tax.

Pursuant to the Local Option Tourist Development Act, the grantor has by resolution, 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 "TDC") 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. 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, the grantor may authorize Tourist Development Tax funds to be expended for an activity, service, venue or event if the activity, service, venue or event 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.

Tier 2 grants will be fully administered by the Tourism Development Office (TDO). Reimbursements for expenses will go to vendors, **not** event organizers. Reimbursements are dependent on the ability for the TDO to contract for services/fees.

2.0 STATEMENT OF APPLICANT RESPONSIBILITY

Please read this entire document carefully.

The Tourism Development Office (TDO) ~~to~~ **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. Kindly note the due date, plan accordingly and double check your documents before you submit your application. If you have any questions, please contact the Sports ~~Coordinator~~ **Commissioner**, Terry Parks, Brevard County Tourism Development Office at (321) 433-4470, or terrence.parks@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~~ Sports Commissioner at the Tourism Development Office.

4.0 APPLICATION PROCESS AND KEY DATES

Events that will occur between ~~October 1, 2023 – March 31, 2024~~, shall submit their application between ~~March 1, 2023 and March 15, 2023~~, and will be evaluated on a case by case basis. Those events that will occur between ~~April 1, 2024 – September 30, 2024~~ **October 1, 2024, and September 30, 2025**, shall submit their application between ~~September 13 and September 25, 2023~~ **May 1, 2024, and May 31, 2024**. Annual funding of this program is subject to the full funding of the TDC Sports Budget line item. In the event that applicant funding

requests exceed the total budget of the sports grant program, funding awards may be reduced proportionately in order to stay within the total budget amount allocated to the program.

Sports Grants	Cycle #1	Cycle #2
Grant Opens	3/1/2023 9/18/2024	9/13/2023
Grant Closes	3/15/2023 10/9/2024	9/25/2023
Presentations- Applications to Sports Committee Members	3/28/2023 10/21/2024	9/28/2023
Ranking Meeting Recommendation Meeting	4/13/2023 11/5/2024	10/11/2023
TDC Approval	4/26/2023 11/13/2024	10/25/2023
BOCC Approval	5/23/2023 12/3/2024	11/14/2023

APPLICATION PROCESS AND KEY DATES Tier 2

Tier 2 events are available for funding year-round. Annual funding of this program is subject to the full funding of the TDC Sports Budget line item. In the event that applicant funding requests exceed the total budget of the Tier 2 sports grant program, funding awards may be reduced proportionately in order to stay within the total budget amount allocated to the program.

5.0 ELIGIBILITY

Eligibility Tier 1

~~New Sports events~~ **Competitions** held on Florida's Space Coast for their inaugural event or within Brevard County for the first time in the last five years must produce a minimum of 200 room nights in Brevard County accommodations with a Tourism Tax Account, ~~and/or~~ have equivalent economic impact through attendance of athletes and/or spectators from outside of Brevard County or **show a significant marketing reach outside of Brevard County.**

Event applications must ~~score a 70 or higher~~ **receive a majority vote from Sports Committee members** to be considered eligible for funding. Any applicant must be in good standing with any prior event funding awards, post-event reporting requirements, room night reports, and/or reimbursement requests in order to qualify for this application. If an applicant has previously been awarded a grant in any cycle and has not fulfilled their contractual obligations under that grant, ~~they are immediately disqualified for future sports event grant funds. If~~ **or if** an applicant

~~forfeits~~ **has forfeited** prior funding due to their inability to comply with post-event reporting, the Sports Committee may ~~reinstate~~ **determine** their eligibility on a case-by-case basis.

Event Organizers are required to submit a completed W-9 Form to the grant administrator as soon as they are notified of their grant award. ~~Event Organizers are also required to register with E-Verify and submit a signed Memorandum of Understanding to grant administrator.~~

To qualify for reimbursement, **proof of insurance (and associated Endorsement pages) is required no less than 30 days prior to event start date**, document must list ~~the~~ Brevard County ~~as an additional insured~~, "Florida Sports Foundation" (if a foundation grant is also awarded), and/or any Brevard Municipality affected as additionally insured with a \$1,000,000 combined single limit for each occurrence to include personal injury, **and/or** contractual liability covering the event if awarded this grant.

Event organizers must also provide acceptable evidence of 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 your business. If applicable, you may alternatively provide an affidavit as to compliance with section 448.095(3)(b)(2), Florida Statutes. If you meet the definition of a contractor in section 448.095, Florida Statutes require your subcontractors to provide the affidavit specified at section 448.095 (2)(b), Florida Statutes. Registration with E-Verify is required by Brevard County Procurement Policy BCC-25. Compliance with the terms of this section is made an express condition of this application and the TDO will treat noncompliance as an incomplete application. Additional information can be obtained at <https://www.e-verify.gov/about-e-verify>.

The applicant must also comply with all Center for Disease Control (CDC) and/or federal guidelines regarding hosting events.

Eligibility Tier 2:

- **Venues must be located within Brevard County.**
- **Minimum number of 120 coaches, players and fans must stay in accommodations that collect Brevard County Tourist Development tax to qualify.**
- **Accommodation stays must pay Tourist Development tax.**
- **Event must have a minimum of 120 players, coaches, and fans to qualify.**
- **Event must have a minimum of three days of competition – e.g., Friday night start with a Sunday afternoon end.**
- **Event organizer must provide a rental agreement for the venue.**
- **Event organizer must provide teams' invoices from hotels.**

6.0 AVAILABLE FUNDS

Up to ~~\$220,000.00~~ \$240,000.00 may be available for the fiscal year ~~2023-2024~~ 2024-2025, for a competitive grant program to fund ~~competitive events~~ competitions that demonstrate a significant economic impact to Brevard County tourism, as described in these guidelines.

The ~~Sports Committee~~ TDO allocates funds from its ~~annual~~ marketing budget to a grant program for Event Owners, Rights Holders, Tournament Directors, Groups and Organizations that coordinate events with a demonstrated history of ~~visitor impact or the significant potential to draw visitors to the area~~ producing significant economic impact, hotel revenue, and/or marketing reach outside of Brevard County.

The TDO reserves the right to cancel and/ or 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, not meeting at least 100% of room night projections, 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.

Funding Award Amounts – Tier 1 (\$15 per room night to a maximum award of \$25,000)

Lodging Room Nights	Funding Levels
200 (minimum)	Up to \$3,000
201 - 500	\$3,015 \$3,001 - \$7,500
501 – 1,000	\$7,515 \$7,501 - \$15,000
1,001-1,500	\$15,015 \$15,001 - \$22,500
1,500 +	\$22,515 \$22,500 - \$25,000

The Sports Committee may choose to lend assistance or administer grant funds approved in the form of ~~bid fees~~, advertising, public relations and promotions through its respective agency of record on behalf of the applicant.

Funding Award Amounts – Tier 2 (\$15 per room night to a maximum award of \$5,000 per event)

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, and grant award.~~

Funds must be used for the project **competition** as proposed in the grant application and categorized in the applicant budget worksheet, as well as the delineated in the grant contract.

Funding is not intended to support administrative costs or non-public events. ~~Funding is intended to support marketing, promotional efforts, and/or venue or event site rentals.~~

Tier 1

Funding may be used for the following:

- Sports Facilities (i.e., fields, gyms, etc.)
- Required Sports Personnel (i.e., referees)
- Marketing and programming expenses for the event
- Paid advertising, and media buys outside of Brevard County for the event
- Site fees/costs, rentals
- **Equipment/Goal Rental or Usage Fees.**
- **Field or Court Maintenance**
- **Field or Court Staff**
- **Field or Court Materials**
- Rights and sanction fees for the governing body of the sport
- Non-monetary awards (medals, ribbons, plaques, etc.)

Tier 2

- **Funding may be used for the following:**
- **Venue Rental**
- **Equipment/Goal Rental or Usage Fees**
- **Field or Court Maintenance**
- **Field or Court Staff**
- **Field or Court Materials**
- **Officials' fees**

Funding may not be used for the following:

- General and administrative expenses
- Contests or giveaways
- Marketing within Brevard County
- Building, renovating and/or remodeling expenses.

- Permanent equipment purchases
- Debts incurred prior to after grant request.
- Programs which solicit advertising or sponsorships
- Non-sports personnel wages or salaries
- Event Insurance

Additional funding use information:

- Funds are to be used for the event as proposed in the applicant's grant application.
- The ~~sports event~~ **competition** must be held at a facility or venue located in Brevard County.
- ~~The sports event must produce a minimum of 200 room nights in Brevard County accommodations with a Tourism Tax Account.~~
- The TDO provides ~~sports event~~ **each competition** support in a "Stay-To-Play" model, meaning the event organizer must, to the best of their ability, ensure all participants book their rooms in Brevard County accommodations. The event organizer has the responsibility to document each room night related to its event using the attached Lodging/Room Night Report. Alternatively, if the organizer is using specified hotels, a room block report from each hotel will suffice to document room nights. Regardless of the booking method all room nights must be verifiable by the TDO Office staff.
- The Event Organizer/Grantee must submit an Event Budget detailing costs as well as any Marketing Plan used to promote the event to participants. **Budget should also include projected revenue from the event.**
- The TDO strongly recommends all event organizers purchase "event insurance" in the event of bad weather, catastrophic event or other contingency.

8.0 APPLICATION SUBMITTAL PROCEDURES

The Applicant must complete the on-line application and attachments. If you have questions about the online application or are unable to upload the required supporting documentation within the online application, please contact the Grant Administrator listed below. All applications and post-event reports must be completed online. Questions regarding the Sports and Events Grant Program should be made via email or in writing and may be directed to:

Space Coast ~~Office of Tourism~~ **Sports Commission**
 Attn: Terry Parks, Sports Commissioner
 150 Cocoa Isle Blvd., Suite 401
 Cocoa Beach, FL 32931
 Ph: ~~321-349-2997~~ **321-433-4470**
 Email: terrence.parks@visitspacecoast.com

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:

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 activities and expenses.
4. Applications have met the minimum out-of-county visitor requirement for that funding tier. ~~New Sports events held on Florida's Space Coast for their inaugural event or within Brevard County for the first time in the last five years must produce a minimum of 200 room nights in Brevard County.~~
5. TDO staff will review the applications and shall have the direction and authority to disqualify those who do not meet the minimum requirements prior to committee review.
6. Individual members of the Sports Committee will evaluate, rank and validate **each** applications ~~using the currently approved evaluation criteria while attending the ranking meeting based upon the attached Sports Grant Score Sheet labeled as "Attachment B".~~
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.~~ **The TDO Executive Director has the authority to approve expenses related to competitions or events up to and not to exceed the highest level of award (\$25,000.00).**
8. ~~All events will be scored based on application quality, event quality, and hotel room revenue brought in by the event as well as the marketing reach of the event which benefits Brevard County tourism.~~ Hotel room nights will be determined by completed Room Night Report submitted by the Event Organizer, or Room Block Reports from host hotels submitted to the Tourism Development Office by the Event Organizer/Grantee. All room reservations tied to the ~~sports event~~ **competition** are required to be documented. Lodging booked outside of Brevard County shall not count toward the qualifying event's total room night count. If an event already has a hotel housing bureau/system under contract, that company must give the Event

Organizer proof of room night stays to submit to the Tourism Development Office. Any bid fees or event support associated with securing an event and using Tourist Development Tax revenue will be considered on a case-by-case basis.

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

10.0 REPORTING REQUIREMENTS Tier 1

To be eligible for payment, a complete Post-Event Report must be submitted within 60 days after the completion of the event. The report must include **verifiable** tracking statistics. The lodging/room night report attached hereto as **"Attachment A"** shall include the participants name, lodging location name, and the participants home city and state. Grantees must use the provided room report or submit official hotel block room reports in their post-event reports. If the grantee uses a registration or ticketing system to capture and export event attendance data, all data fields contained in **"Attachment A"** are required in the grantees reporting. All grant funds awarded may be subject to audit.

~~Within sixty (60) days after the completion of the event, the Grantee must submit the online Post-Event Report as provided by the grant administrator.~~ **If the event occurs near the end of the fiscal year, post-event reports must be received by no later than the second Friday of October following the fiscal year in which the grant was awarded.** The report must include **verifiable** tracking statistics regarding out of town visitors and their overall impact on the local economy, particularly on transient lodging facilities and occupancy.

Failure to submit all post-event reports, room/lodging reports, or other requirements set forth by this grant program shall bar **may disqualify the applicant/event organizer from applying for future funding. Failure to comply with the reporting requirements will also result in forfeiture of any funding award.**

Failure to submit both a post-event report and proper reimbursement request(s) in accordance with the attached Grant Reimbursement Procedures (**"Attachment C"**), ~~will disqualify the grantee/event organizer from receiving funding.~~ Failure to comply with the reporting requirements will result in forfeiture of the funding award.

The event organizer is expected to fully cooperate with TDO staff post-event on guest/attendee/participant information, surveys, and any other requests for information.

Tier 2

The event organizer is responsible for providing the following:

1. Event organizer must provide a rental agreement for the venue.
2. Event organizer must provide teams' invoices and room night report form hotels.

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 TDO 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 **the competition** is complete. Deadline for ALL grant reimbursement requests for FY ~~23-24~~ **24-25** is 5 PM EST Friday, October ~~11~~ **9, 2024 2025**.

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

Before you prepare your reimbursement, please ensure that the items you are requesting reimbursement are in line with your grant application and grant agreement. Also, please note all Tourism Development Office Grants are reimbursement based. They ARE NOT direct vendor payments or pre-payments.

1. The TDO Grant Reimbursement Request Form (TDO grant reimbursement request form, an Excel document provided to you).

A) Vendor invoices must be listed line by line.

B) Please include the vendor's name, vendor invoice #, description of grant related service and amount of reimbursement being requested.

C) Invoice numbers on Grant Reimbursement Request Form for reimbursement are not the 1, 2, 3...they are the actual vendor invoice number.

2. Vendor Invoices and Receipts for Allowable Expenses.

A) Invoices and receipts must have the line # on the top of each page of backup that corresponds with line # on the Grant Reimbursement Request Form in #1.

B) This includes the invoice and/or receipt for any grant reimbursable product or service.

C) Original invoices from venues must be provided (Tier 2).

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 the printed material
- F)** Copies or photos of the signs to ensure they were not used for some other purpose.
- 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)** Sports fees such as referees, timing, and facilities.
- K)** Any other allowable, reimbursable expense that was listed in the grant application budget and grant agreement.
- L)** Refer to "Eligible Use of Funds" for descriptions of allowable and unallowable expenses that can be reimbursed under this grant program.

M) **Original invoices from venues must be provided (Tier 2).**

12.0 CREDIT & LOGO

Grantees/event organizers must agree to prominently recognize the Space Coast Office of Tourism **and the Florida Sports Foundation**, 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.

Failure to comply with requirements set forth may result in the forfeiture of funding.

Logos available to download [HERE](#) or by email request to marketing@visitspacecoast.com.

13.0 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.

As a condition for receiving this grant, the Grantee certifies that it has appropriate criminal background screening procedures in place to evaluate any employee, contractor, subcontractor, agent, representative or volunteer working under this grant who is expected to have unsupervised access to or direct substantial contact with at-risk populations. The Grantee certifies that it shall disqualify any employee, contractor, subcontractor, agent, representative or volunteer who is a sexual predator (as defined in section 775.21, Florida Statutes) or sexual offender (as defined in section 944.606, Florida Statutes) from working on projects, programs, or events funded, in whole or in part, by this grant award, if such employee, contractor, or volunteer is expected to have unsupervised access to or direct substantial contact with at-risk populations.

“At-risk populations” means children, the elderly, the disabled, and those who cannot defend themselves. “Unsupervised access” means any in person contact with one or more members of an at-risk population outside of the direct, line-of-sight supervision of a supervisor who has passed the appropriate criminal background screening. “Direct substantial contact” means contact that is regular, continuous, and personal in nature. Compliance with the terms of this section is made an express condition of this grant and the Grantor may treat the Grantee’s failure or refusal to perform the requirements herein as grounds for immediate termination of this grant. Such termination is effective upon the Grantee’s receipt of a Notice of Termination from the Grantor. Upon termination, Grantor has no further obligations to Grantee. If the Grantee knowingly or recklessly allows a sexual predator or sexual offender to work or volunteer on projects, programs, or events funded, in whole or in part, by this grant award, in a position having unsupervised access to or direct substantial contact with at-risk populations, then in addition to the immediate termination of this grant, the Grantee will be barred from receiving future County-sponsored grants. The Grantee may challenge termination or debarment under this section by timely resort to the dispute resolution procedures provided in this grant.

I. Payment Procedures Tier 1

For work performed by GRANTEE during the Sports Grant term, the GRANTEE must submit adequate documentation according to the payment procedures outlined in the grant on or before ~~October 11, 2024~~ **October 9, 2025**. If documentation is submitted after ~~October 11, 2024~~ **October 9, 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.

The Grantee must reach 100% of projected total room nights in order to **to be eligible 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 **up to** 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.

I. Payment Procedures Tier 2

Payment will only be made to the venue after:

- It has been determined venues are located within Brevard County.
- Event meets the minimum number of players, coaches and fans.
- Event meets the minimum number of competition days.
- Event organizer provides original rental agreement for the venue.
- Event organizer provides invoices from hotels used during the event.

Payment will be made to:

- Space Coast Sports Commission will pay invoices directly to vendors once the event has been completed.
- Event support will not exceed this formula: # of room-nights paid TDT x \$15.

Total event support will not exceed \$5,000.00 per event.

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~~ **Certificate of Insurance**:

- Box labeled "Certificate Holder" – shall read "Brevard County, 150 Cocoa Isles Blvd, ~~St.~~ Suite 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 GRANTEE 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.

XV. Grant Award

Upon approval by the **TDO and/or 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.

Full, editable version available through grant application portal or from Space Coast Office of Tourism Staff.

ATTACHMENT B
FY 23-24 Sports Event Grant Program
Score Sheet

ATTACHMENT B has been eliminated in favor of a majority vote by Sports Committee

Event Name: _____

Committee Member Name: _____

Committee Member Signature: _____

Using the Event Application please score the following criteria:

Event Maturity, Growth Potential & Overnight Visitation (35 points total)

As of the date of this application how many times has the event received sports event grant support or funding from this office? _____/10

(Use points scale below for scoring guidance)

☐ 0-2 times: 10 points

☐ 3-5 times: 7 points

☐ 6 times or greater: 4 points

Rate the event's ability to achieve significant overnight lodging stays through its participants and/or event spectators....._/25

(Use the application projected visitation & overnights to score)

Soundness of Proposed Event (15 points total)

Has an event date been secured?....._/5

Has an event location been secured?....._/5

Did the event organizer include a detailed budget?....._/10

Using the Event Description Narrative please score the following criteria:

Quality of Proposed Event (25 points total)

Does the event fit the Visit Space Coast family friendly vacation destination story with a focus on promoting beaches, space, fitness and/or active lifestyles, ecological or environmental experiences and other experiences that fit the Visit Space Coast brand?_/10

Does the event possess any unique qualities that will create publicity opportunities on a regional or national level or create a compelling reason for people to visit the Space Coast?/10

Using the event's Event Plan please score the following criteria:

Soundness of Event Plan (25 points total)

Does the event reach potential visitors outside of Brevard County that are likely to attend the event as spectators?/15

Does the event plan target an audience consistent with Visit Space Coast target demographics (families that tend to travel with a household income of \$75K+)?....._/10

Total _____/100

Application Checklist: Completed Application ____ Detailed Event Description ____ Event Budget ____ Event Timeline/Schedule ____ Event Map ____ Event History and/or References ____

ATTACHMENT C
Tourist Development Office Grant Reimbursement Procedures

ATTACHMENT C is not needed because grant reimbursement procedures are listed in Section 11.0

General Introduction – Grantee Please Read

As a government entity, these grants are under strict State and County guidelines and requirements related to disbursement of Tourist Development Tax (TDT) revenue dollars.

Before you prepare your reimbursement, please ensure that the items you are requesting reimbursement are consistent with your grant application and grant agreement. Also, please note all Tourism Development Office Grants are reimbursement based. They ARE NOT direct payments or pre-payments.

All documents and invoices provided will become subject to Public Records laws.

Please submit your grant reimbursement request form in Excel and the backup in Adobe PDF format.

Please begin submitting grant reimbursement submitting package as soon as your event or season is complete. Deadline for ALL grant reimbursement requests for FY 23-24 is October 11, 2023.

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

Before you prepare your reimbursement, please ensure that the items you are requesting reimbursement are consistent with your grant application and grant agreement. Also, please note all Tourism Development Office Grants are reimbursement based. They ARE NOT direct payments or pre-payments.

1. **The Grant Reimbursement Request Form** (cover sheet, an Excel document provided to you). **A)** Vendor invoices must be listed line by line. **B)** Please include the vendor's name, vendor invoice #, description of grant related service and amount of reimbursement being requested. **C)** Invoice numbers on Grant Reimbursement Request Form for reimbursement are not the 1, 2, 3...they are the actual vendor invoice number.
2. **Vendor Invoices and Receipts for Allowable Expenses.** **A)** Invoices and receipts must have the line # on the top of each page of backup that corresponds with line # on the Grant Reimbursement Request Form in #1. **B)** This includes invoice or receipt from web and software-based services like Zoom, Adobe, or other website(s).

3. **Proof of Goods and Services purchased with grant funding** in the form of cancelled checks (front and back copy), credit card receipts and statements. ALL account numbers, bank routing number, social security numbers, authorizing signatures and other credit card transactions MUST be redacted (blacked out).

4. **Proof of Completed Grant Related Goods and Services which focus on promoting Brevard County tourism to Include:**

- Copies of any advertising whose purpose is to drive tourism to Brevard County
- Photos of rental tents or equipment
- Screenshots of website and social media
- Copies of the printed material
- Copies or photos of the signs to ensure they were not used for some other purpose.
- If payroll is being requested for reimbursement, the line on reimbursement cover sheet requires an abbreviated personnel description that is grant related along with the pay period dates. Leave the invoice field blank for payroll items.
- Missing receipts require a form memo.

5. **Allowable expenses shall include the following:**

- Sports Facilities (i.e. fields, gyms, etc.)
- Required Sports personnel (i.e. referees)
- Marketing and programming expenses for the event
- Paid advertising, and media buys outside of Brevard County for the event
- Site fees/costs (contract help, rentals, insurance)
- Rights and sanction fees for the governing body of the sport.
- Non-monetary awards (medals, ribbons, plaques, etc.)

6. **Unallowable expenses:**

- General and administrative expenses
- Contests or Giveaways
- Marketing within Brevard County
- Building, renovating, and/or remodeling expenses.
- Permanent equipment purchases
- Debts incurred prior to grant request.
- Programs which solicit advertising or sponsorships
- Non-sports personnel wages or salaries
- Event Insurance

If you have any questions or need additional information, please contact the grant administrator via email or in writing to:

~~Brevard County Office of Tourism~~

Space Coast Sports Commission

Attn: Terry Parks, Sports Commissioner

Address: 150 Cocoa Isle Blvd., Suite #401 Cocoa Beach, FL 32931

~~321-349-2997~~

321-433-4470

Email: terrence.parks@visitspacecoast.com

FY 24/25 Sports Grant Application

(untitled)

1) Will your event be a Tier 1 or Tier 2 event?

Tier 1 eligibility (Maximum award of \$25,000.00)

- **Competition must be held within Brevard County.**
- **Venues must be located within Brevard County.**
- **Competition must produce a minimum of 200 room nights in accommodations that collect Brevard County Tourist Development tax to qualify.**

Tier 2 eligibility (Maximum award of \$5,000.00)

- **Competition must be held in Brevard County.**
- **Venues must be located within Brevard County.**
- **Minimum number of 120 coaches, players and fans must stay in accommodations that collect Brevard County Tourist Development tax to qualify.**
- **Accommodation stays must pay Tourist Development tax.**
- **Event must have a minimum of 120 players, coaches and fans to qualify.**
- **Event must have a minimum of three days of competition – e.g., Friday night start with a Sunday afternoon end.**
- **Event organizer must provide a rental agreement for the venue.**
- **Event organizer must provide teams' invoices from hotels.**

() Tier 1

() Tier 2

2) Applicant Information-

What is the event title?*

(untitled)

3) Applicant Contact Information-*

Organization Name: _____

First Name: _____

Last Name: _____

Job Title: _____

Mailing Address: _____

Apt/Suite/Office: _____

City: _____

State: _____

Zip: _____

Email Address: _____

Phone Number: _____

Mobile Phone: _____

Website URL: _____

(untitled)

4) Event Information-

How many days will your event be held?*

() 1

- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ 7
- ☐ 8
- ☐ 9
- ☐ 10
- ☐ 11
- ☐ 12
- ☐ 13
- ☐ 14
- ☐ 15+

5) Event Information-

Please indicate your desired first day of the event.....*

(untitled)

6) Please describe your event (type of sport, format, qualifying criteria, ages, etc).*

(untitled)

7) Where is the location and name of the facility of your event?*

8) Has your location, venue or facility been secured?*

☐ Yes

☐ No

Estimated Event Attendance

9) Total Participants (competitors, coaches, trainers, officials, etc...)

How many total participants are expected to attend your event?*

Out-of-State Participants: _____

Overnight In-State Participants: _____

Day Trip In-State Participants: _____

10) Total Spectators (fans, family, friends, etc...)

How many total spectators are expected to attend your event?*

Out-of-State Spectators: _____

Overnight In-State Spectators: _____

Day Trip In-State Spectators: _____

11) Total Media (Reporters, TV, News Outlets, etc...)**How many total Media are expected to attend your event?***

Out-of-State Media: _____

Overnight In-State Media: _____

Day Trip In-State Media: _____

(untitled)**12) How much event grant support are you requesting?****13) What is the purpose of the financial support?****All funding requested shall be expended upon allowable expenses and shall be reimbursed upon submission to the Space Coast Office of Tourism in accordance with all Grant Guidelines and Reimbursement Procedures if funding is awarded to the applicant.*☐ Paid advertising and media buys outside of Brevard County☐ Site fees/costs (contract help, etc)☐ Marketing and public relations☐ Non-monetary awards (medals, ribbons, plaques, etc)☐ Promotions☐ Rights fees☐ Sanction fees☐ Other - please specify: _____ *

(untitled)

14) What is the projected total number of paid room nights for your event?*

If your event is a tournament, please be sure to include any anticipated team/participant drop off expected throughout the entire event. If you do not reach 100% of your projected room nights, please note that pursuant to the grant guidelines, funding will be reduced based upon the percentage of room nights actually produced.

15) Have you secured hotel and/or lodging partners?*

☐ Yes

☐ No

16) Please provide the name(s) and locations of your hotel and/or lodging partners:*

(untitled)

17) EVENT HISTORY (REQUIRED)

Tell us about your event history by providing the following in a Word or PDF document.

Please provide the following information on your three most recent events regardless of location. Please create and upload a document with the following information:

Previous location & dates

Reference name & contact information
 Total out-of-county participates
 Total number of room nights*

_____1

(untitled)

18) As the event organizer, have you secured liability insurance for your event with a minimum of \$1,000,000 in liability coverage? If not, do you agree to secure this coverage naming Brevard County Board of County Commissioners, its officers, and employees as additional insureds?

*If awarded, grantees are **REQUIRED** to provide a certificate of insurance no less than 30 days prior to the start of the event.**

☐ Yes

☐ No

19) Can you provide acceptable evidence of your enrollment in the U.S. Department of Homeland Security's E-Verify system? Acceptable evidence shall include, but not limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business. If not, do you agree to provide proof of enrollment upon awarding of grant?

☐ Yes

☐ No

(untitled)

20) SPECIAL MESSAGE:

You have now completed all of the application questions. The next slide is the

space for you to upload the required (4) attachments which includes your event location map, event plan/timeline/schedule, event budget and event marketing plan in order to complete the application package.

If you are not able to upload the required (4) attachments please email your (4) documents to Terrence.Parks@VisitSpaceCoast.com.

It is mandatory that all applications are completed online and the required (4) attachments are submitted by uploading with the application or delivered to the Tourism Development Office by 5pm on May 31, 2024, no late arrivals will be accepted.

The below text box may be used to communicate anything that you need to tell us about your application.

(untitled)

21) Required Attachments:

Please label each with appropriate attachment number.

1. Label as Attachment (1) - Event Location Map
2. Label as Attachment (2) - Event Plan, Timeline or Schedule
3. Label as Attachment (3) - Event Budget
4. Label as Attachment (4) - Event Marketing Plan

*

____ 5
____ 1
____ 1
____ 8
____ 9
____ 10

Thank You!

Tourism Development Sports Grant Checklist

Each of the below items must be included with your Grant Application submittal in the same order as the checklist.

- ☐ Application Checklist (*this form*)
- ☐ Applicant Information

PART I - APPLICATION

- ☐ Application
- ☐ Detailed Budget Table Form
- ☐ Letter(s) of Commitment from funding partners(s) acknowledging match (if needed)
- ☐ Detailed Marketing Plan
- ☐ Detailed Event/Site Plan

PART II - CONTRACTING

- ☐ Executed Contract
- ☐ COI with a minimum of \$1 M General Liability Insurance
- ☐ E-Verify
- ☐ W-9

PART III – COMPLETION

- ☐ Reimbursement Request Form
- ☐ Post Event Report
- ☐ Lodging Report

By signing below, I agree that all items have been included in this packet to the best of my ability.

(signature)_____ (print name)_____

Should the TDO have any questions about the items in this packet please contact me at:

(phone)_____ (email)_____

Date Submitted _____

Tourism Development Sports Grant Checklist

For TDO and BOCC use only

[illegible]

All documents have been reviewed and submitted or addressed in the comments.

Peter Cranis, Director



**BREVARD COUNTY
TOURISM DEVELOPMENT OFFICE**

Criteria

MARKETING SUPPORT PROGRAM

Fiscal Year 2024-2025

MARKETING SUPPORT PROGRAM

Fiscal Year 2024-2025

1.0 INTRODUCTION & BACKGROUND

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

The Marketing Support Program will provide support to events and year-round programming. The Tourist Development Council, and the Board of County Commissioners will review and approve the final support amounts. Funds will be allocated from Fund 1446 Cultural Fund and 1441 Marketing Fund to support the program. For qualified events or year-round programming, the Marketing Support Program will provide out-of-county advertising and marketing by the TDO and/or defray the cost of renting event venues or facilities operated by Brevard County or in the case of a sports event that does not require out-of-county advertising and marketing a sponsorship will be available in the amount of eligible funding as designated in Section 6.0. Organizations must meet or exceed the event criteria to receive this support and events must occur between October 1, 2024, and September 30, 2025.

2.0 STATEMENT OF APPLICANT RESPONSIBILITY

Please read this entire document carefully.

The Tourism Development Office (TDO) will review the submitted questionnaires when the deadline closes to determine if the questionnaire is complete and has met the criteria for support. If the request is deemed eligible and has met all the criteria, support will be awarded according to the Support Amount Tier in Section 6.0. The Support Amount Tier is determined by out-of-county attendance (or room nights as determined by the Tourism Development Office) for events and year-round programming. Once the eligibility level has been determined, the organization will be notified. The event organizer/organization is bound by these Criteria and the County's Terms and Conditions. If the event is canceled or postponed and the event already received support, the organization may be restricted for applying for support in future years. Incomplete or incorrect requests will not be accepted and will not be considered for support. Organizer/organizations must comply with deadlines set by TDO staff for submitting event information and assets or support will not be able to be provided. Questionnaires that arrive after the due date will not be reviewed or considered. If you have any questions, please contact Deborah Webster at Deborah.Webster@VisitSpaceCoast.com.

3.0 ANTI-LOBBYING

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

4.0 PROCESS AND KEY DATES

The FY 2024-2025 Marketing Support Program will provide out-of-county advertising/marketing support for qualified events or year-round programing and/or defray the costs of renting event venues or facilities operated by Brevard County or in the case of a sports event that does not require out-of-county advertising/marketing a sponsorship will be available in the amount of eligible funding as designated in Section 6.0. Organizations must meet or exceed the event criteria to receive this support and events must occur between October 1, 2024, and September 30, 2025.

September 18, 2024	FY 2024-2025 questionnaire window opens
September 18, 2024	FY 2024-2025 non mandatory Information meeting
September 25, 2024	FY 2024-2025 questionnaire window closes
September 25-27, 2024	Staff reviews questionnaire, out-of-county attendance, amount of marketing support is determined & communicated to applicants.
November 2024	To TDC for review of support recipients
December 2024	To Board for review of support recipients
September 30, 2025	Program ends and final reports due

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

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

5.0 ELIGIBILITY

The primary purpose of the Marketing Support Program is to promote Brevard County as an event destination and to attract out-of-county visitors. For qualified events or year-round programming, the Marketing Support Program will provide out-of-county advertising and marketing by the TDO and/or defray the cost of renting event venues or facilities operated by Brevard County or in the case of a sports event that does not require out-of-county advertising and marketing, a sponsorship will be available in the amount of eligible funding as designated in Section 6.0. These events/year-round activities can be categorized as the following:

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

To qualify for the FY 2024-2025 Marketing Support Program, the event/year-round programming must meet all of the following criteria:

1. In order to be eligible for the FY 2024-2025 cycle, organizations must complete and submit a FY 2024-2025 Marketing Support Program questionnaire.
2. Each event/year-round programming should attract a minimum of 5,001 out-of-county attendees (or 200 room nights evidenced by room night reports from hotels), measured by the TDO.
3. The event/year-round programming must have at least (1) year of prior event/year-round programming experience for measurement.
4. Events/year-round programming must be held at an ADA-compliant facility and must be conducted in compliance with current ADA guidelines.
5. All events/year-round programming supported by the Brevard County Board of County Commissioners must be suitable for viewing by people of all ages and non-political in nature.

Organizations may submit only one questionnaire per event.

To be considered for this program, the event/year-round programming must be held in-person with in-person attendees, with the goal of attracting out-of-county visitors to Brevard County. Virtual events or media outlets will not qualify for this support. To be considered for this support at least 5,001 attendees must be from out-of-county (or 200 room nights). The out-of-county attendee measurement shall be conducted by TDO staff as a combined effort of an online tracking tool and/or organization's verified ticketing system.

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

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

6.0 AVAILABLE FUNDS

Funds may be available for the fiscal year 2024-2025 Marketing Support Program to support events/year-round programming in Brevard County that attract out-of-county visitors. This program is on an annual cycle only.

For FY 2024-2025 the Marketing Support Program will provide up to \$600,000, or available unincumbered funds, whichever is lower, from the Cultural Fund (1446) (funds to be moved into the 1441 Marketing Fund). Also, up to \$240,000 may be used from 1441 Marketing Fund in addition.

Support Amount Tiers

# of Out-of-County attendees (as determined by cellular data)/Room Night counts	Funding (up to....)	Program
5,001 – 10,000 (200 - 1,000 room nights)	\$15,000	Marketing Support Program
10,001 – 25,000 (1,001-1,500 room nights)	\$20,000	Marketing Support Program
25,001 – 50,000 (1,501+ room nights)	\$25,000	Marketing Support Program
50,001+	\$50,000	Marketing Support Program

*(1) Room Night = (5) Out-of-County attendees

The Marketing Support Program will provide support to events and year-round programming by three categories.

Category #1 - For qualified events or year-round programming, the Marketing Support Program will provide out-of-county advertising and marketing by the TDO staff. TDO staff will select, place and pay for advertising/marketing for organizations as determined by Support Amount Tiers above.

Category #2 – For qualified events or year-round programming, the Marketing Support Program will defray the cost of renting event venues or facilities operated by Brevard County. TDO staff

will coordinate and pay on behalf of organizations for support amount as determined by Support Amount Tiers above based on projected room nights and TDO staff analysis.

Category #3 – For qualified sports events that do not require out-of-county advertising and marketing a sponsorship will be available in the amount of eligible funding as designated in Section 6.0 based on projected room nights and TDO staff analysis. This will be coordinated by the TDO staff and the organization.

The TDO Marketing staff will select media partners and place out-of-county advertising and marketing for each eligible organization as per the Support Amount Tier table above. TDO staff will execute a plan and purchase appropriate advertising and marketing up to the awarded support amount. TDO staff will coordinate with the organizations that wish to utilize the option to defray rental costs for event venue or facilities operated by Brevard County and/or those eligible for the sports sponsorship.

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

Support is contingent on event organizer supplying requested event information to TDO 90 days prior to the event date. The TDO will work with the organizers, gain approvals, and execute plan 60 days before the event. See Section 6.0 for detail on the Support Amount Tier packages.

7.0 QUESTIONNAIRE SUBMITTAL PROCEDURES

The Marketing Support Program questionnaire may only be submitted electronically through an online portal link that will be available to interested organizations on September 18, 2024.

A non-mandatory information meeting will be conducted at 1pm on September 18, 2024. The questionnaire deadline is no later than 9am EST on September 25, to be considered for support. If you have questions about the questionnaire 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/87049647548>

Meeting ID: 870 4964 7548
+1 305 224 1968

8.0 EVALUATION CRITERIA AND APPROVAL PROCESS

On the close of the application window, 9am EST on September 25, 2024, TDO staff will receive and review all questionnaires to ensure they have met eligibility for the program:

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

9.0 REPORTING REQUIREMENTS

For FY 2024-2025 cycle applicants are required to complete one final event report. Applicants will be provided a reporting link to complete the final report by 30 days after the completed event or by September 30, 2025.

10.0 CREDIT & LOGO

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

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

Logos are available for download at <https://bit.ly/SpaceCoastLogo> or may be request via an email to marketing@visitspacecoast.com.

11.0 TERMS & CONDITIONS

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

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

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

As a condition for receiving support under this program, the AWARDEE certifies that it has appropriate criminal background screening procedures in place to evaluate any employee, contractor, subcontractor, agent, representative or volunteer supported by this funding who is expected to have unsupervised access to or direct substantial contact with at-risk populations. The AWARDEE certifies that it shall disqualify any employee, contractor, subcontractor, agent, representative or volunteer who is a sexual predator (as defined in section 775.21, Florida Statutes) or sexual offender (as defined in section 944.606, Florida Statutes) from working on projects, programs, or events funded, in whole or in part, by this program, if such employee, contractor, or volunteer is expected to have unsupervised access to or direct substantial contact with at-risk populations.

"At-risk populations" means children, the elderly, the disabled, and those who cannot defend themselves. "Unsupervised access" means any in-person contact with one or more members of an at-risk population outside of the direct, line-of sight supervision of a supervisor who has passed the appropriate criminal background screening. "Direct substantial contact" means contact that is regular, continuous, and personal in nature. Compliance with the terms of this section is made an express condition of this program and the COUNTY may treat the AWARDEE's failure or refusal to perform the requirements herein as grounds for immediate termination of funding. Such termination is effective upon the AWARDEE's receipt of a Notice of Termination from the COUNTY. Upon termination, COUNTY has no further obligations to AWARDEE. If the AWARDEE knowingly or recklessly allows a sexual predator or sexual offender to work or volunteer on projects, programs, or events funded, in whole or in part, by this program, in a

position having unsupervised access to or direct substantial contact with at risk populations, then in addition to the immediate termination of this grant, the AWARDDEE will be barred from receiving future County-sponsored funding.

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

I. Legal Responsibilities and Waiver of Trial by Jury

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

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

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

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

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

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

II. Indemnification and Hold Harmless

AWARDEE shall indemnify, defend, and hold harmless COUNTY for the negligent acts and omissions of AWARDDEE's own employees and agents in the performance of event or activity

sponsored by this support, to the extent permitted by law, and against any and all third-party claims, suits, proceedings, losses, liabilities, damages, fees and expenses (including reasonable attorney's fees and expenses) related to the event or activity. AWARDDEE expressly agrees that COUNTY has no liability to AWARDDEE for AWARDDEE's event or activity or AWARDDEE's operation. Nothing in this support is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of COUNTY's sovereign immunity. The Parties acknowledge specific consideration has been exchanged for this provision.

III. Assignment of Agreement

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

IV. Insurance

If you are awarded support under this program, you will be required to procure and maintain, at your own expense and without cost to the COUNTY, 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 program, including errors and omissions coverage upon TDO request. Depending on the event sponsored, the TDO may require additional insurance. Award recipients shall provide TDO staff with a Certificate of Insurance (COI) prior to October 1, 2024, for year-round programming and 30 days prior the event beginning. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of grantee under the terms of the Grant. The following items are required of each COI;

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

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

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

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

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

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

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

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

VI. Termination

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

VII. Right to Audit Records

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

VIII. Scrutinized Companies

A. The AWARDEE certifies that it and its Subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the COUNTY may

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

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

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

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

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

IX. Public Records Disclosures

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

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

Upon a request for public records related to this program, AWARDDEE will forward any such request to the COUNTY. COUNTY will respond to any public records request. Upon request, as to records in the AWARDDEE possession, AWARDDEE will provide access or electronic copies of any

pertinent public records related to this program to COUNTY within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes.

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

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

X. Notices

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

COUNTY:

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

AWARDEE:

Contact information listed on AWARDEE's application.

XI. Foreign Disclosures

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



FY 2024-2025 Marketing Support Program questionnaire

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) What is your

Federal Employee ID number?*

3) Which best describes your organization?*

() 501(C)(3)

() For profit, LLC, Inc., etc.

() Other - please be specific: _____*

Updated 9-4-2024 dw

4) Upload a copy of your IRS Determination letter.*

_____1

5) Upload a copy of 990 form.*

_____1

6) Upload a copy of your Articles of Incorporation.*

_____1

7) If you are a Florida organization, please upload a copy of your SunBiz.com account associated with your organization.

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

8) Are you completing this questionnaire for an event or a year-round activity?*

() Event - festival, art show, surfing contest, running race, etc.

() Year-round activity - theater, symphony, concerts, museum, etc.

9) Which best describes your event/year-round activity?*

() Cultural (LOGIC – end)

() Sports

10) As a Sports organization how would you like us to spend your support?*

[] Out-of-county Advertising/Marketing support

[] Defray the costs of renting event venue facilities operated by Brevard County

[] We do not require out-of-county Advertising/Marketing support and our event is not at a venue operated by Brevard County, so we wish to apply for the sponsorship.

**Tourism Development Office
FY 2024-2025 Marketing Support Program
checklist**

Applicant Organization Name: _____

Applicant Event Name: _____

	Yes	No	Comment
Completed application			
Copy of 990 form (if applicable)			
Copy of IRS Articles of Incorporation – (if applicable)			
Copy of IRS Determination letter – (if applicable)			
Copy of SunBiz.org (if applicable)			
Copy of this MSP checklist			

All documents have been submitted, reviewed and/or addressed in the comments.

Peter Cranis, Executive Director