



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - Community Services Group

J.1.

12/17/2024

Subject:

Approval, Re: Tourist Development Council's recommended funding for Brevard Cultural Alliance Professional Services Contract for FY 2024-25.

Fiscal Impact:

FY 2024-25 Total funding for \$202,000 from Cultural fund for the Professional Services Contract for single year contract is budgeted in Cultural Fund 1446/293020.

Dept/Office:

Tourism Development Office

Requested Action:

It is requested the Board of County Commissioners approve the Tourist Development Council's recommendation to approve funding for one year for the FY 2024-25 Brevard Cultural Alliance Professional Services Contract.

Further, based on the programs outlined, by approving this agenda item, the Board will make the legislative findings that the Tourist Development Tax funds are authorized for the cultural programs pursuant to Section 125.0104(5)9a)3., Florida Statutes, and Section 102-119(3)d, of the Brevard County Code of Ordinances.

Additionally, it is requested that once the contract is developed and approved by the Purchasing Dept., Risk Management Dept., and County Attorney's Office, that the Board Chair be authorized to sign the necessary contract and related documents. It is also requested to authorize the County Manager to execute necessary budget change requests.

Summary Explanation and Background:

The Tourist Development Council at their November 13, 2024 meeting unanimously recommended the Board approve funding and the subsequent development of a contract for the Brevard Cultural Alliance for a single year as well as make the necessary legislative findings.

The Tourist Development Council has extended funding to support the Brevard Cultural Alliance operations in past years. The Brevard Cultural Alliance is important to the ability of Brevard County to promote tourism by funding tourist-oriented cultural and special events such as visual and performing arts including theatres, concerts, recitals, opera, dance, art exhibitions, festivals, and other tourist-related activities, as authorized by section 102-119 (3)d of the Brevard County code.

Clerk to the Board Instructions:

Please return a memo of the Board's action to the Director, Tourism Development Office, and County

J.1.

12/17/2024

Attorney's Office.



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

December 18, 2024

M E M O R A N D U M

TO: Peter Cranis, Tourism Development Office Director

RE: Item J.1., Approval for Tourist Development Council's Recommended Funding for Brevard Cultural Alliance Professional Services Contract for FY 2024-25

The Board of County Commissioners, in regular session on December 17, 2024, granted the Tourist Development Council's recommendation to approve funding for one year for the FY 2024-2025 Brevard Cultural Alliance Professional Services Contract; further, based on the programs outlined, by approving this Agenda Item, the Board has made the Legislative finding that the Tourist Development Tax (TDT) funds are authorized for the cultural programs pursuant to Section 125.0104(5)9(a)3., Florida Statutes and Section 102-119(3)d, of the Brevard County Code of Ordinances; additionally, once the Contract is developed and approved by Purchasing, Risk Management, and the County Attorney's Office, authorized the Chair to sign the necessary Contract and related documents; and authorized the County Manager to execute any necessary Budget Change Requests.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell, Clerk to the Board

cc: County Manager
County Attorney
Finance
Budget



PROPOSAL TO TOURIST DEVELOPMENT COUNCIL

FY 2024-25

DYNAMIC PLACE-MAKING

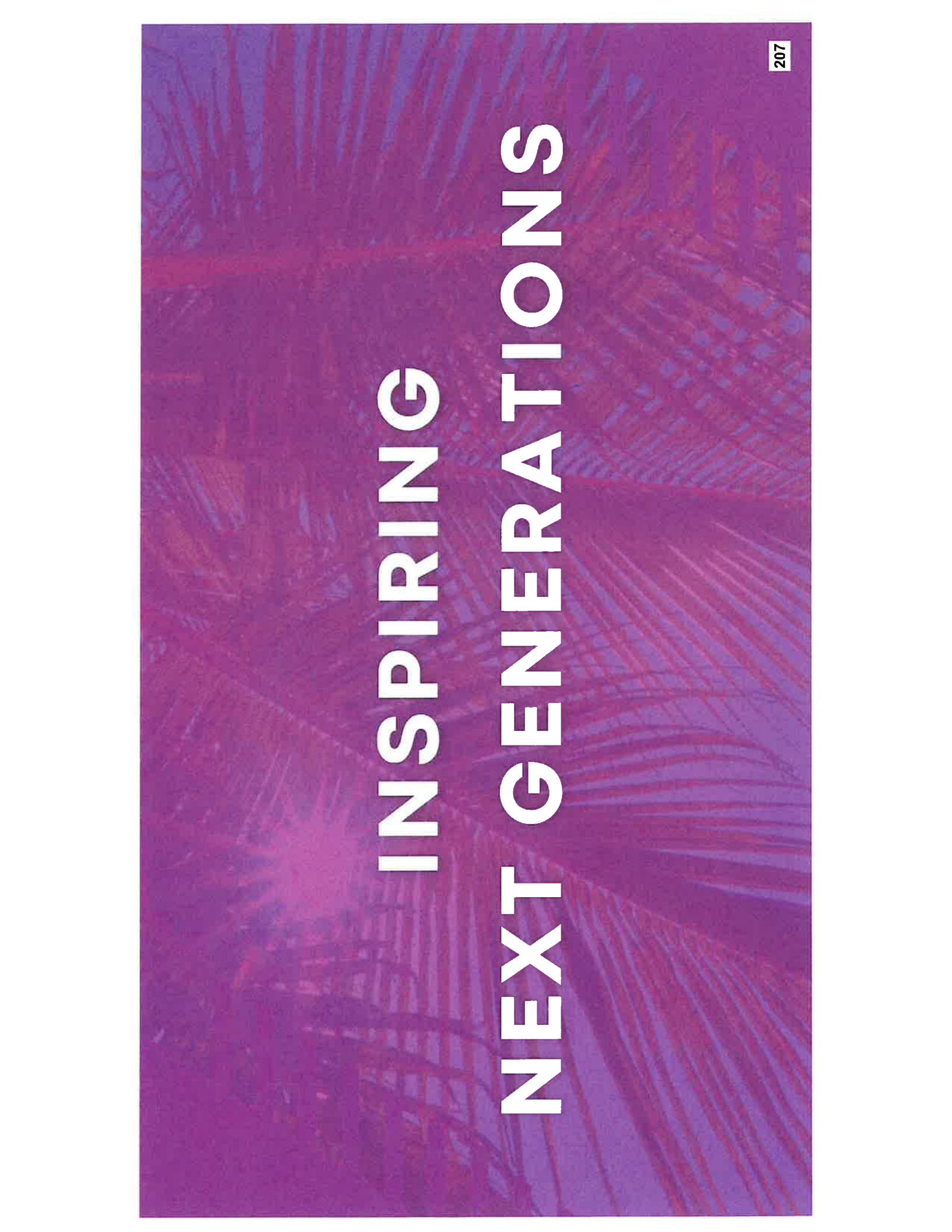
DYNAMIC PLACE-MAKING ART IN PUBLIC PLACES

- Rotating curated artworks in public locations.
- Benefits
 - Artists - art is shown, available for sale
 - Host Locations - enriched spaces, shows love for community and quality artwork
 - Public - ability to view, learn about, and purchase quality local artwork
- APP Stats
 - Retains 900+ artworks
 - 25 locations (14 businesses, 11 government buildings)
 - More than 600,000 annual impressions
- 2024-25 Goal: Add three new locations to APP



Selections currently featured at
Space Coast Office of Tourism

Artists: Fred Benavidez, Arthur Blatch, Robert Michaud,
Debi Pettigrew, Robbyn Spratt.

The background of the page is a vibrant, abstract composition of purple and blue hues. Overlaid on this are the silhouettes of palm fronds, which are rendered in a lighter, semi-transparent purple color, creating a layered, tropical aesthetic. The fronds are scattered across the page, with some appearing more prominent than others.

INSPIRING NEXT GENERATIONS

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- Programs provided in partnership with Brevard Schools Foundation, Brevard Public Schools, community organizations.
- Two programs
 - Next Generation Artist Residencies
 - Arts Clubs
- Education Stats for 2024-24 School Year
 - 17 schools
 - 48 teachers
 - 200 total class hours
 - 2,000 students directly impacted
 - 9,000 students indirectly impacted
- 2024-25 Goal: Raise at least \$25,000 to support educational programming.

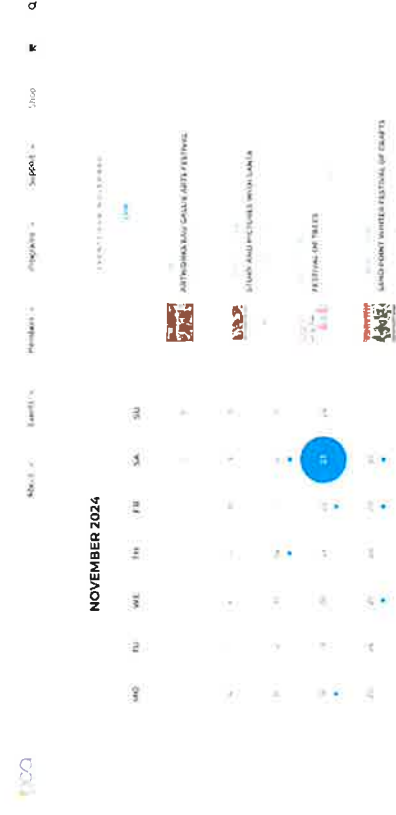


Saturn Elementary School
Teacher: Ms. Harris
BCA Teaching Artist: Ms. Mary Moon

CONNECTING THE DOTS

CONNECTING THE DOTS

- Promoting cultural events through social media, online event calendar, word of mouth, etc.
- Directories of artists, venues, events, and service providers.
- Connecting artists, businesses, government, and members of the public.
- Seeking and developing new services and benefits for members - co-working space, video/photography/podcasting studios, and more
- 2024-25 Goal: Reorganize membership program, diversify benefits.



Screenshot of BCA web calendar

ENGAGING FORWARD

ENGAGING FORWARD

- Robust representation on BCA board.
- Speaking engagements on art and culture.
- Service on Brevard County organization boards.
 - Economic Development Commission Reporting Board
 - Space Coast Science Center Executive Committee
- True Colors on the Space Coast podcast.
 - 32 episodes, 12,800 views
- MuseNews weekly newsletter.
- Online events website calendar.
- Counsel and access to information on grants.
- Tabling for public awareness, connection.
- Palm Bay Recreation's Multicultural Festival fine artists area.
- Satellite Beach FDOT utility box wrap project.


2024-25 Goals:


- Deliver at least 10 speaking engagements on cultural arts
- Serve on one additional board
- Produce at least 10 episodes of True Colors on the Space Coast
- Provide four workshops or info sessions on grants for cultural organizations and artists
- Table at four public or tourism events
- Work with BOCC to assist in facilitating an art and culture project for each district



THANK
YOU

Catherine Esrock

 (321) 690-6817

 catherine.esrock@artsbrevard.org

**Brevard Cultural Alliance
Proposal to Tourist Development Council
FY 2024-25**

As the designated Local Arts Agency for our region, Brevard Cultural Alliance ensures the current and ongoing growth of art and culture through our mission to build and sustain a vibrant and dynamic arts and cultural sector integral to Brevard County's quality of life.

Art is an essential element to a thriving community. With the arts generating over \$123 million annually and employing more than 1,500 individuals, BCA works to fuel our arts-powered economy. Recognizing the influence of the arts on our lives and collective health, we support the wellbeing of our artists and audiences; develop our arts ecosystem; and advance arts education, forming the next generations of innovators and creatives.

For the 2024-25 fiscal year, Brevard Cultural Alliance will provide the following programs benefitting Brevard County:

Dynamic Place-making

BCA's Art in Public Places (APP) program curates rotating exhibitions of artwork by local artists for display in public buildings across the county, such as the Viera Government Complex, City Halls, and Melbourne International Airport. Artworks may be purchased directly off the walls through BCA. APP benefits host locations by beautifying the workplace, artists by exposure to the public leading to artwork sales, and the public through direct interaction with local art.

- APP retains more than 900 pieces of art and is currently featured at 25 locations with more than 600,000 individuals – both locals and tourists – engaging with artwork annually.
 - 14 local businesses including professional firms, hotels, and restaurants.
 - 11 government locations; eight with services provided in-kind by BCA.
- 2024-25 Goals: BCA will work to add three new locations to APP.

Inspiring Next Generations

Through our committed and long-standing partnerships with Brevard Public Schools (BPS), Brevard Schools Foundation (BSF) and community organizations, BCA's education programming not only enhances participants' artistic skills, learning engagement, and academic achievement but also teaches transferable 21st century skills, focusing on strengthening creativity and innovation. The Next Generation Artist Residencies program and Arts Clubs fuel the pipeline of creative workforce talent, helping to create a region that appeals to visitors and attracts investment across the spectrum.

- More than 2,000 students are directly impacted by BCA education programs annually.
- BCA supports six arts clubs with representation in more than one-third of BPS middle schools.
- 2024-25 Goals: Raise at least \$25,000 to support educational programming.

Connecting the Dots

BCA champions artists and cultural organizations, furthering high-quality artistic experiences and opportunities in our region by:

- Promoting cultural and special events such as visual and performing arts including theatre, concerts, recitals, opera, dance, art exhibitions, festivals, and other related activities.

- Providing accessible directories featuring artists, venues, events, and organizations.
- Creating connections between artists, businesses, government, and members of the public to build a stronger sense of community and lead to new and innovative initiatives.
- Seeking services and benefits for members, including co-working and meeting space, collaborative events, video, photography, and podcasting studios, and more.
- 2024-25 Goals: Reorganize membership program and increase and diversify benefits of membership.

Engaging Forward

BCA remains as an experienced advisor, dedicated partner, and resource provider for Brevard County and its municipalities for arts and culture. Plans and goals for 2024-2025 include:

- Continued robust representation of leaders from arts and cultural organizations on the BCA board.
- Delivering at least 10 speaking engagements on the topic of, or on supporting, cultural arts in Brevard County.
- Serving on at least three organizational boards or committees within Brevard County to increase interconnectedness and awareness between art and culture, business, and tourism, to include:
 - Economic Development Commission Reporting Board
 - Executive Committee for the Space Coast Science Center
 - 2024-2025 Goal: One additional seat.
- Producing at least 10 episodes of our podcast, True Colors on the Space Coast, with the goal to shine a spotlight on emerging local artists belonging to minority communities. True Colors has produced four seasons with 32 total episodes and more than 12,800 views on Facebook and YouTube.
- Continued production and distribution of our weekly newsletter, MuseNews.
- Continued maintenance and publication of local cultural events website event calendar.
- Providing ongoing counsel and access, and at least four workshops or information sessions to educate and encourage Brevard County cultural organizations to apply for state, federal, and foundation-based grants.
- Tabling at four public or tourism events to promote artists and member organizations.
- Assisting Palm Bay's Recreation Department in adding fine artists to their Multicultural Festival.
- Sourcing local art for a Satellite Beach project to add vinyl wraps to FDOT utility boxes.
- 2024-25 Goal: Work with County Commissioners to assist in facilitating an art and culture project for each district with the Commissioner's guidance.

To make these programs, initiatives, and partnerships possible, BCA is requesting \$202,000 for the 2024-2025 fiscal year. In addition to our own revenue streams, support from community organizations, and individual citizens, investment from Brevard County and the Tourism Development Council will enable us to achieve these goals and more.

The arts enlighten our lives with beauty, emotion, and understanding; they cultivate a sense of identity and belonging, foster creativity and innovation, and promote social interaction – all necessary to a vibrant region attracting investment from visitors, residents, and industry.

With Brevard Cultural Alliance as a beacon, we can ensure continued arts and cultural vibrancy in Brevard County. Together, we shine brighter.

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Brevard Cultural Alliance, Inc.		2. Amount: \$202,000
3. Fund/Account #: 1446-293020-5340000	4. Department Name: Tourism	
5. Contract Description: FY 2023-2024 professional service agreement - 12 month		
6. Contract Monitor: Deborah Webster		8. Contract Type: TERM CONTRACT
7. Dept/Office Director: Peter Cranis		
9. Type of Procurement: Other		

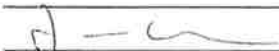
SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

SECTION III - CONTRACTS MANAGEMENT DATABASE CHECKLIST

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cranis, Peter <small>Digitally signed by Cranis, Peter Date: 2023.10.30 11:00:25 -0400</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bowers, Mary <small>Digitally signed by Bowers, Mary Date: 2023.10.30 12:41:32 -0400</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Watson, Michael <small>Digitally signed by Watson, Michael Date: 2023.11.09 13:26:50 -0500</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

**BREVARD CULTURAL ALLIANCE
PROFESSIONAL SERVICES CONTRACT**

THIS CONTRACT is made and entered into this 1st day of October 2023, by and between the following Parties: the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "County," and the BREVARD CULTURAL ALLIANCE, INC., a Florida nonprofit corporation with IRS 501(c)(3) status, hereinafter referred to as the "Brevard Cultural Alliance."

RECITALS

WHEREAS, the County desires, on behalf of the residents and business community of Brevard County, Florida, to improve the quality of life within Brevard County through the promotion of, expansion of, and increased accessibility to the arts and cultural resources; and

WHEREAS, the County encourages the attraction of new, and the retention of existing, fine and folk artists, crafts persons, cultural events, artistic, historical, scientific, and cultural sector providers and their offerings; and

WHEREAS, the County supports the development of Brevard County as a cultural and tourist destination; and

WHEREAS, the Brevard Cultural Alliance will use tourism development tax funds to promote cultural tourism in Brevard County in various ways through approved cultural tourism events, programs and initiatives and providing administrative services to positively impact cultural tourism in Brevard County; and

WHEREAS, the County wishes to contract with the Brevard Cultural Alliance for the purposes of encouraging, growing, and promoting tourism in Brevard County; and

WHEREAS, the Board of County Commissioners finds that tourist development tax funds are authorized to be expended for the Brevard Cultural Alliance's services because it has one of its main purposes the attractions of tourist as evidenced by the promotion of cultural events and activities to tourists, as authorized by section 125.0104, Florida Statutes; and

WHEREAS, the services provided by the Brevard Cultural Alliance are integral to the ability of County to promote tourism by funding tourist-oriented cultural and special events such as visual and performing arts including theatre, concerts, recitals, opera, dance, art exhibitions, festivals and other tourist-related activities, as authorized by section 102-119 (3) d of the Brevard County Code; and

WHEREAS, the Brevard Cultural Alliance is willing and able to render services for the scope of services set forth in the Scope of Work as outlined herein, and under the terms and conditions set forth herein; and

WHEREAS, the Parties previously entered into a contract set to expire on December 31, 2023, and now wish to terminate that agreement to be replaced with the agreement set forth herein; and

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the Parties as follows:

The Recitals above are true and correct and incorporated into this contract.

TERMINATION OF PRIOR CONTRACTS. All previous agreements and contracts entered into between the Parties are terminated upon both Parties signatures of this Contract.

TERM. The term of this Contract shall start on October 1, 2023, and shall run for twelve (12) months, terminating on September 30, 2024.

SCOPE OF SERVICES. The Brevard Cultural Alliance agrees to serve the County exclusively and achieve the following tasks:

The Brevard Cultural Alliance shall be responsible for monitoring and coordinating efforts to ensure cultural events and art events grow and promote tourism in Brevard County. All Brevard Cultural Alliance staff efforts for which tourism development tax funds are expended under this Contract must be exclusively to the benefit for Brevard County. In order to confirm tourism is being promoted and grown in Brevard County, the Brevard Cultural Alliance shall adopt and implement performance measures for identifying the best use of the tourist development tax funds allocated to the Brevard Cultural Alliance. The Brevard Cultural Alliance shall provide a mid-year report and final report demonstrating the effectiveness of all out-of-County advertising and marketing and administrative support provided to all cultural tourism events, programs, and initiatives with the report being approved by the Tourist Development Office (herein referred to as TDO). The mid-year report is due on April 30, 2024.

The Brevard Cultural Alliance agrees to select and seat, and maintain, a Board of Directors comprised of a minimum of 50% of individuals who are Executive Directors or their appointees of active Brevard County arts groups or cultural entities.

The Brevard Cultural Alliance shall work with and provide a minimum of six (6) workshops/information sessions for Brevard County cultural groups and entities to encourage application for State, Federal, and Foundation Cultural Grants.

The Brevard Cultural Alliance shall engage and present at a minimum of two (2) speaking opportunities to community organizations within Brevard County on the topic of and/or supporting the cultural arts in Brevard County. These speaking engagements shall be published to Brevard County cultural groups and entities to encourage growth and best practices within their organizations.

The Brevard Cultural Alliance will work in coordination and support of TDO staff for the administration of the fiscal year 2023-2024 Cultural Support and Major Event Grant Programs. Such support will be administrative in nature for the Cultural grants including but not limited to organization of application packets, acquiring and organization of required documents from applicants, processing and organizing reimbursement requests, etc.

COMPENSATION. In consideration of the programs and management services to be provided during the term of this Contract, the County agrees to pay the Brevard Cultural Alliance for;

FY 2023-2024 for the sum of \$202,000 which during the term of the Contract will be paid in monthly installments which will be invoiced (FY 2023-2024) by the Brevard Cultural Alliance to the Tourist Development Office with proper back up. The funding shall be used to support cultural groups exclusively located within Brevard County and their cultural tourism events, programs, and initiatives with the goal of positively impacting cultural tourism within the County. The funds shall come exclusively from Tourist Development Tax which is derived from 10% of the first two pennies plus any carry forward.

TERMINATION.

For Convenience: Either party may terminate this Contract by providing sixty (60) days written notice to the other party.

For Cause: If the County determines that the Brevard Cultural Alliance has failed in any material respect to fulfill the obligations found in this Contract, the County shall give the Brevard Cultural Alliance a written notice of any deficiency and allow the Brevard Cultural Alliance thirty (30) business days to correct the deficiency. If the Brevard Cultural Alliance fails to correct the deficiency within this time, the County shall have the option to immediately terminate this Contract at the expiration of the thirty (30) business daytime period.

Any of the following items shall be considered material failures under this Contract:

If the Brevard Cultural Alliance should be adjudged bankrupt.

If the Brevard Cultural Alliance should refuse or fail to provide the services contemplated by this Contract unless an extension of time is provided.

If the Brevard Cultural Alliance disregards and/or violates laws, ordinances, or instructions from the County or is otherwise found to have substantially violated a provision of this Contract.

Compensation upon Termination: In the event this Contract is terminated pursuant to this section, unless otherwise agreed upon by the County, the Brevard Cultural Alliance shall only receive payment for work satisfactorily completed prior to the termination date.

INDEPENDENT CONTRACTORS. The Parties to this Contract, their employees, and agents, are independent contractors and not employees or agents of each other. Nothing in this Contract shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Contract. The Brevard Cultural Alliance agrees that it shall be responsible for all acts and omissions of its subcontractors to the same extent the Brevard Cultural Alliance would be responsible if committed directly by the Brevard Cultural Alliance. The Brevard Cultural Alliance is solely responsible for compliance with all labor, health care, and tax laws pertaining to the Brevard Cultural Alliance, its officers, agents, and employees. Nothing in this Contract shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the parties for any purpose, including, but not limited to, taxes or employee benefits. Each party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.

SUBCONTRACTORS. The Brevard Cultural Alliance, its subcontractors, subconsultants, agents, servants, or employees agree to be bound by the terms and conditions of this Contract and any agreements for work performed in accordance with this Contract must incorporate the terms of this Contract.

INSURANCE. The Brevard Cultural Alliance shall procure and maintain during the life of this Contract insurance of the types and subject to the limits set forth below. The Brevard Cultural Alliance shall also provide the County with evidence of this insurance in the form of Certificates of Insurance which shall be subject to the County's approval for adequacy. The County shall be an additional insured on policies and shall receive the same notification rights that are provided to the first named insured with respect to cancellation and/or nonrenewal. The Brevard Cultural Alliance is responsible for ensuring that any subcontractors or subconsultants used to complete the work outlined in this Contract comply with all the insurance requirements contained herein. At its own expense, the Brevard Cultural Alliance shall keep in force and at all times maintain during the term of this Agreement the following minimum levels of insurance:

General Liability Insurance: General Liability Insurance issued by responsible insurance companies as outlined in subsection (d) below, with combined single limits of not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

Automobile Liability Insurance to include coverage for all owned, non- owned and rented vehicles with a minimum of one million dollars (\$1,000,000) combined single limit for each occurrence.

Workers' Compensation Coverage: Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.

Directors and Officers Liability Coverage: Directors and Officers liability coverage with minimum limits of one million dollars (\$1,000,000.00) per occurrence.

Fiduciary Coverage (Employee Theft Insurance or a Fidelity Bond) in the minimum amount of \$500,000.

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds for any and all liability arising out of the Brevard Cultural Alliance's performance of this contract, or out of automobiles owned, leased, hired, or borrowed by the Brevard Cultural Alliance. The coverage shall contain no special limitations on scope of protection offered to the County, its officers, employees, agents, and/or volunteers.

Each policy, except those for Worker's Compensation, must include an additional insured endorsement in favor of the County on the original policy and all renewals or replacements during the term of this Agreement. Brevard Cultural Alliance must maintain any policy or coverage written on a claim made basis in force until the third anniversary of the expiration of this Agreement.

The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action if replacement insurance meeting the requirements and specifications therein cannot be obtained. All insurance policies shall be issued by responsible companies who are licensed and authorized under the laws of the State of Florida.

INDEMNIFICATION. The Brevard Cultural Alliance shall indemnify and hold harmless the County, its officers, officials, employees, agents, and volunteers from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Contract, where such claim, damage, loss or expense is caused, in whole or in part, by the act or omission of the Brevard Cultural Alliance, or anyone directly or indirectly employed by the Brevard Cultural Alliance. The parties acknowledge specific consideration has been exchanged for this provision. The County's indemnity and liability obligations hereunder shall be subject to the County's common law 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 Contract 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 the County's sovereign immunity.

The Brevard Cultural Alliance, without exception, shall also indemnify and hold harmless the County, its officers, officials, employees, agents, and volunteers from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Brevard Cultural Alliance.

CONFLICT OF INTEREST. Notwithstanding agreements already in place, the Brevard Cultural Alliance represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Brevard Cultural Alliance shall notify the County in writing by certified mail of all potential conflicts of interest which may influence or appear to influence the Brevard Cultural Alliance's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that the Brevard Cultural Alliance may undertake and request an opinion from the County as to whether the circumstances would, in the opinion of the County, constitute a conflict of interest if entered into by the Brevard Cultural Alliance. The County agrees to notify the Brevard Cultural Alliance within thirty (30) days of its opinion.

CONTRACT ADMINISTRATION. The County Manager, or his/her designee, shall provide budget oversight, performance monitoring and administration of this Contract.

NOTICE. Notice under this Contract shall be given to the County by mailing written notice, postage prepaid, to the County Manager's Office, 2725 Judge Fran Jamieson Way, Building C, 3rd Floor, Viera, Florida 32940; and notice shall be given to the Brevard Cultural Alliance by mailing written notice, postage prepaid, to the Chair of the Brevard Cultural Alliance, Brevard Cultural Alliance, Inc., 513 North Harbor City Blvd., Melbourne, Florida 32935.

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY). The Brevard Cultural Alliance: Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Brevard Cultural Alliance during the term of the contract; and

Shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract; and

Agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Brevard Cultural Alliance's enrollment in the program. This includes maintaining a copy

of proof of the Brevard Cultural Alliance's and subcontractors' enrollment in the E-Verify program.

Compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach of this Contract.

A contractor 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 contractor hires or employs a person who is not eligible for employment. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

AMENDMENTS OR MODIFICATIONS. No alterations, amendments, deletions, or waivers of the provisions of this Contract shall be binding on either party unless reduced to writing and signed by a duly authorized representative of the County and the Brevard Cultural Alliance. If the parties elect to make any changes to the Scope of Work, the County shall initiate a contract amendment and the Brevard Cultural Alliance shall not commence work on any such change until such written amendment is signed by both parties.

ASSIGNMENT. The County and the Brevard Cultural Alliance each bind itself and its successors, legal representatives, and assigns to the other party to this Contract, and to the partners, successors, legal representatives, and assigns of such other party, and in respect to all covenants of this Contract; and neither the County nor the Brevard Cultural Alliance shall assign nor transfer their interest in this Contract without prior written consent of the other party. The County may elect to compensate the Brevard Cultural Alliance for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

PUBLIC RECORDS. Both parties understand that the County is subject to the provisions of Chapter 119, Florida Statutes, and other applicable Florida Statutes. The Brevard Cultural Alliance is responsible for maintaining public records in accordance with Florida law. If the materials provided by either party do not fall under a specific statutory exemption under Florida or federal law, then the materials will have to be provided to anyone making a public records request. The Brevard Cultural Alliance is responsible for identifying what information, if any, it deems is exempt under Florida or federal law, and for specifying what statute exempts said information. Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Brevard Cultural Alliance to the County which the Brevard Cultural Alliance maintains are exempt or confidential from inspection or production, then the Brevard Cultural Alliance shall hire and compensate attorney(s) who shall represent the interests of the County as well as the Brevard Cultural Alliance in defending such action. The Brevard Cultural Alliance shall also pay any costs to defend such action and shall pay any costs and attorneys' fees, which may be awarded

pursuant to Chapter 119, Florida Statutes.

IF THE BREVARD CULTURAL ALLIANCE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BREVARD CULTURAL ALLIANCE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321)349-2981; BY EMAIL AT CANDACE.NARMORE@VISITSPACECOAST.COM; OR BY MAIL TO 150 COCOA ISLES BLVD., SUITE #401, COCOA BEACH, FL 32931 ATTN: PUBLIC RECORDS COORDINATOR.

RIGHT TO AUDIT RECORDS. In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the Brevard Cultural Alliance in conjunction with the Agreement and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative and shall be retained by the Brevard Cultural Alliance for a period of three (3) years after termination of this Contract, unless such records are exempt from Section 24(a) of Article I of the State Constitution and Chapter 119, Florida Statutes. All records or documents created by the Brevard Cultural Alliance or provided to the Brevard Cultural Alliance by the County in connection with the activities or services provided herein are public records unless exempt/confidential and the Brevard Cultural Alliance agrees to comply with any request for such public records made in accordance with Chapter 119, Florida Statutes.

UNAUTHORIZED ALIEN WORKERS. Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 274A(e) of the Immigration and Nationality Act). The County shall consider the Brevard Cultural Alliance intentional employment of unauthorized aliens as grounds for immediate termination of this Contract.

FEDERAL TAX ID NUMBER. The Brevard Cultural Alliance shall **provide** to the County its Federal Tax ID Number.

PUBLIC ENTITY CRIMES. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, **may** not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

CONSTRUCTION. The parties hereby acknowledge that they fully reviewed this Contract, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

GOVERNING LAW. The laws of the State of Florida shall govern the validity of this Contract, its interpretation and performance, and any other claims related thereto. Venue for any legal action brought by any party to this Contract to interpret, construe, or enforce this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida.

FORCE MAJEURE. Any delay in the performance by either party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, work, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion, or strike; provided, that written notice thereof must be given by such party to the other within twenty (20) days after occurrence of such cause or event.

CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend or limit the scope and/or intent of this Contract, nor the intent of any provisions thereof.

WAIVER. No waiver by the County of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach, or any other provision or enforcement thereof. County's consent to or approval of any act by the Brevard Cultural Alliance requiring consent or approval shall not be deemed to render unnecessary the obtaining of County's consent to or approval of any subsequent act by the Brevard Cultural Alliance requiring consent or approval, whether or not similar to the act so consented to or approved.

COMPLIANCE WITH LAWS. The Brevard Cultural Alliance, its employees, subcontractors, or assigns, shall comply with all applicable federal, State, and local laws and regulations relating to the performance of this Contract. The County undertakes no duty to ensure compliance, but will attempt to advise the Brevard Cultural Alliance, upon request, as to any such laws of which it has present knowledge.

ATTORNEY'S FEES and WAIVER OF JURY TRIAL. In the event a dispute arises out of this Contract, each side shall be responsible for their own respective attorney's fees. **BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO TRIAL BY JURY.**

SEVERABILITY. If any of the provisions contained in this Contract are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provision, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.


FOREIGN DISCLOSURE. The Brevard Cultural Alliance agrees to complete the County's foreign disclosure form, and to make any legally required foreign disclosures to the State of Florida.

COUNTERPARTS AND AUTHORITY. This Contract may be executed in counterparts all of which, taken together, shall constitute one and the same Contract. Each Party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that Party to the obligations stated herein.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties have set their hands and seals on the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS OF BREVARD
COUNTY, FLORIDA**

By:  11/13/2023
Peter Cranis, Director, Tourism Development
Office

As approved by the Board 10-10-2023

BREVARD CULTURAL ALLIANCE, INC.

By: 
Michael Peacock
Brevard Cultural Alliance, Chair

Reviewed for legal form and content

By:  11/9/2023
Assistant County Attorney

1446 - Cultural Fund Budget
FY 2024-25

<i>Brevard Cultural Alliance (BCA)</i>	<i>\$202,000</i>
<i>Marketing Support Program</i>	<i>\$600,000</i>
<i>Lifeguard Transfer</i>	<i>\$300,000</i>
<i>Remaining Unallocated Funds</i>	<i>\$65,610</i>
<i>Transfer to the Tax Collector</i>	<i>\$32,400</i>
<i>TOTAL EXPENSES</i>	<i>\$1,200,010</i>

Meeting

Item: J.1

Motion By: TG

2nd By: TA

Commissioner	District	Yes	No
Delaney	1	✓	
Vice Chair Goodson	2	✓	
Atkinson	3	✓	
Altman	5	✓	
Chair Feltner	4	✓	