



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - Community Services Group

J.3.

5/9/2023

Subject:

Approval. Re: FY 2023-24 Sports Event Grant Guidelines, Application and Committee Score Sheet for Cycle 2 (April - September, 2024).

Fiscal Impact:

FY 2023-24: up to \$118,375 for Cycle 2 Sports Grants, Marketing Fund #1441/293050.

Dept/Office:

Tourism Development Office

Requested Action:

It is requested the Board of County Commissioners approve the Tourist Development Council FY 2023-24 Sport Events Grant Program Guidelines, Application and Committee Score Sheet for Cycle 2.

Further, request that the Board make the legislative finding that Tourist Development Tax funds are authorized for each grant pursuant to Section 125.0104(5)(a)3., Florida Statutes, and Section 102-119(3)a, (5)a, and (6)a. of the Brevard County Code of Ordinances, because each grant supports an activity or event which has as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists from outside Brevard County.

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

Summary Explanation and Background:

The Sport Events Grant Program provides grants to sports-related organizations to support and enhance athletic events seeking financial assistance for events held on Florida's Space Coast. The 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 sporting events that generate significant economic impact through the attraction of out-of-county participants, related room nights and spending in the local economy. Reimbursement grants up to \$20,000 are available to support events that benefit sports tourism on the Florida's Space Coast. Qualifying grants are also subject to partial reimbursement to the TDO from the Florida Sports Foundation.

The Sports Committee at their March 28, 2023 meeting, and the Tourist Development Council at their April 26, 2023 meeting, voted unanimously to recommended the Board approve the FY 2023-24 Sports & Events Grant Guidelines, Application and Committee Score Sheet as well as make the necessary legislative findings. A

summary of the revisions to the Guidelines are:

- Replacing the term “athletic” with “competitive and Esports” in Section 1.0;
- Replacing the term “sporting projects” with “competitive and Esports” and the term “positive” with “significant economic” in Section 6.0.
- Changing Funding Award amounts to \$15 per room night up to a maximum award of \$25,000 and changing the funding level increments in Section 6.0.
- Adding the phrase “Failure to comply with requirements set forth may result in forfeiture of funds” as a stipulation in Section 12.0.

Clerk to the Board Instructions:

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



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

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

May 10, 2023

MEMORANDUM

TO: Peter Cranis, Tourism Development Office Director

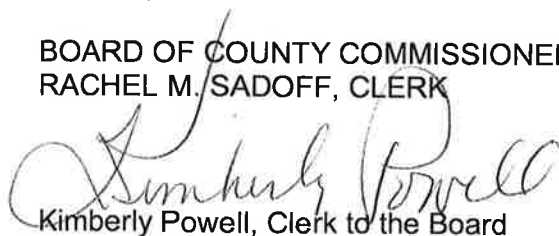
RE: Item J.3., Approval of FY 2023-24 Sports Event Grant Guidelines, Application, and Committee Score Sheet for Cycle 2 (April-September 2024)

The Board of County Commissioners, in regular session on May 9, 2023, approved the Tourist Development Council (TDC) FY 2023-24 Sport Events Grant Program Guidelines, Application, and Committee Score Sheet for Cycle 2; approved making the legislative finding that Tourist Development Tax (TDT) funds are authorized for each grant pursuant to Section 125.0104(5)(a)3, Florida Statutes, and Section 102-119(3)a, (5)a, and (6)a of the Brevard County Code of Ordinances, because each grant supports an activity or event which has as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists from outside Brevard County; and authorized you to negotiate and sign all necessary grant agreements and related documents upon County Attorney's Office, Risk Management, and Purchasing Services approval.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/tr

cc: County Attorney
Finance
Budget



**BREVARD COUNTY
TOURISM DEVELOPMENT OFFICE**

Guidelines

**SPORTS AND EVENTS
GRANT PROGRAM**

Fiscal Year 2023-2024

Fiscal Year 2023-2024 SPORTS AND EVENTS 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 and Esports events seeking financial assistance for events held on Florida's Space Coast. The 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 and Esports events in order to generate significant economic impact through participant spending. 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.

2.0 STATEMENT OF APPLICANT RESPONSIBILITY

Please read this entire document carefully.

The Tourism Development Office (TDO) 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 your application. If you have any question, please Sports Coordinator, 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 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, shall submit their application between September 13 and September 25, 2023. 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.

<i>Sports Grants</i>	<i>Cycle #1</i>	<i>Cycle #2</i>
<i>Grant Opens</i>	<i>3/1/2023</i>	<i>9/13/2023</i>
<i>Grant Closes</i>	<i>3/15/2023</i>	<i>9/25/2023</i>
<i>Presentations</i>	<i>3/28/2023</i>	<i>9/28/2023</i>
<i>Ranking Meeting</i>	<i>4/13/2023</i>	<i>10/11/2023</i>
<i>TDC Approval</i>	<i>4/26/2023</i>	<i>10/25/2023</i>
<i>BOCC Approval</i>	<i>5/23/2023</i>	<i>11/14/2023</i>

5.0 ELIGIBILITY

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

accommodations with a Tourism Tax Account and/or have equivalent economic impact through attendance of athletes and/or spectators from outside of Brevard County.

Event applications must score a 70 or higher 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 an applicant forfeits prior funding due to their inability to comply with post-event reporting, the Sports Committee may reinstate 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 is required no less than 30 days prior to event start date**, which lists 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, 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.

6.0 AVAILABLE FUNDS

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

The Sports Committee allocates funds from its annual 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.

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
(\$15 per room night to a maximum award of \$25,000)

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

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

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 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.

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
- Rights and sanction fees for the governing body of the sport
- Non-monetary awards (medals, ribbons, plaques, etc.)

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 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 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.
- 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
Attn: Terry Parks, Sports Commissioner
150 Cocoa Isle Blvd., Suite 401
Cocoa Beach, FL 32931
Ph: 321-349-2997
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 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.
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 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 and contracts have been fully executed.

10.0 REPORTING REQUIREMENTS

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 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.

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 is complete. Deadline for ALL grant reimbursement requests for FY 23-24 is 5 PM EST Friday, October 11, 2023.

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 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.

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.

Missing receipts require a form memo.

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Copies of vendor reports or material lists.

Sports fees such as referees, timing, and facilities.

Any other allowable, reimbursable expense that was listed in the grant application budget and grant agreement.

Refer to "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 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 forfeiture of funds.

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.

I. Payment Procedures

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. If documentation is submitted after October 11, 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.

The Grantee must reach 100% of projected total room nights in order to receive the **full** award amount. **If total room nights are less than 100%** (i.e. if 75% of the room nights are delivered, then the grant recipient will receive 75% of the grant amount). Natural disasters and other incidents that may affect the impact generated by the event will be considered on a case-by-case basis. If the event is cancelled for any reason, there shall be no grant payment made to the Grantee regardless of any expenditure the Grantee has made.

II. Legal Responsibilities and Waiver of Trial by Jury

The Parties agree that, in the case of a dispute, the Parties will first work to resolve the dispute informally. In case of legal action, each Party agrees to the following terms: To bear its own attorney's fees and costs; that venue is in a court of competent jurisdiction in Brevard County;

TO WAIVE ANY RIGHT TO A JURY TRIAL; and that this grant is governed according to the laws of the State of Florida.

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

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

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

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

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

III. Indemnification and Hold Harmless

GRANTEE shall indemnify, defend, and hold harmless GRANTOR for the negligent acts and omissions of GRANTEE's own employees and agents in the performance of event or activity sponsored by this grant, to the extent permitted by law, and against any and all third-party claims, suits, proceedings, losses, liabilities, damages, fees and expenses (including reasonable attorney's fees and expenses) related to the event or activity. GRANTEE expressly agrees that GRANTOR has no liability to GRANTEE for GRANTEE's event or activity or GRANTEE's operation. GRANTOR's indemnity and liability obligations hereunder shall be subject to GRANTOR's right of sovereign immunity and limited to the extent of the protections of and limitations on

damages as set forth in Section 768.28, Florida Statutes. Nothing in this grant is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of GRANTOR's sovereign immunity. The Parties acknowledge specific consideration has been exchanged for this provision.

IV. Amendment, Assignment of Agreement

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

V. Insurance

If you are awarded a grant you will be required to procure and maintain, at your own expense and without cost to the BOCC, a General Commercial Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include personal injury, contractual liability covering the project performed pursuant to the grant. Including errors and omissions coverage upon TDO request. Depending on the event sponsored, the TDO may require additional insurance. Award recipients shall provide the TDO with a Certificate of Insurance prior to contract execution. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of grantee under the terms of the Grant. The following items are required of each COI;

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

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

GRANTEE agrees to procure and maintain, at its own expense and without cost to GRANTOR, the following types of insurance. In the sole discretion of the TDO, the TDO may require

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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

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

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

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

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

XI. Notices

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

GRANTOR:

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

GRANTEE:

Contact information listed on GRANTEE's application.

XII. Effective Date

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

XIII. Entirety, Construction of Agreement, and Counterparts

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

XIV. Foreign Disclosures.

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

15.0 Grant Award

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

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ATTACHMENT A
ROOM/LODGING REPORT

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

[illegible]

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

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
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 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

Attn: Terry Parks, Sports Commissioner

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

321-349-2997

Email: terrence.parks@visitspacecoast.com