



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Unfinished Business

H.1.

8/22/2023

Subject:

Approval, Re: Tourist Development Council's recommended funding for Brevard Cultural Alliance Professional Services Contract for FY 2023-24.

Fiscal Impact:

FY 2023-24 Total funding for \$212,160 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:

Request the Board of County Commissioners approve the Tourist Development Council's recommendation to approve funding, for one year, for the FY 2023-24 Brevard Cultural Alliance Professional Services Contract. Further, based on the facts specified for each grant, by approving this agenda item, the Board will make the legislative findings that the Tourist Development Tax funds are authorized for the cultural grants pursuant to Section 125.0104(5)9a)3., Florida Statutes, and Section 102-119(3)d, of the Brevard County Code of Ordinances. Each of the tourist oriented cultural and special events have as one of its main purposes the attraction of tourists, and the entity and the Space Coast Office of Tourism both intend to ensure marketing and promotion of these events to tourists.

Additionally, it is requested that the Tourism Development Office Director be authorized to sign the necessary contract and related documents upon County Attorney, Risk Management and Purchasing Services approval. It is also requested to authorize the County Manager to execute necessary budget change requests.

The Cultural Committee at their July 19, 2023 meeting and the Tourist Development Council at their July 26, 2023 meeting unanimously recommended the Board approve funding the attached FY 2023-24 Professional Services Contract for the Brevard Cultural Alliance for a single year as well as make the necessary legislative findings.

Summary Explanation and Background:

The Tourist Development Council extends funding to support the Brevard Cultural Alliance operations. The Brevard Cultural Alliance is an integral 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. Additionally, Brevard Cultural Alliance partners with the Space Coast Office of Tourism for the administration of the Cultural Support and Major Event Grant Programs.

Clerk to the Board Instructions:

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



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

August 23, 2023

MEMORANDUM

TO: Peter Cranis, Tourism Development Director


RE: Item H.1., Approval for Tourist Development Council's Recommended Funding for Brevard Cultural Alliance Professional Services Contract for FY 2023-2024

The Board of County Commissioners, in regular session on August 22, 2023, denied the approval of the Brevard Cultural Alliance FY 2023-2024 contract; and directed staff to allocate the requested \$212,160 into the Tourist Development Tax Marketing Fund.

Your continued cooperation is always appreciated.

Sincerely,

**BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK**

for 
Kimberly Powell, Clerk to the Board

/sm

cc: County Attorney

**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 County and the State of Florida have previously designated the Brevard Cultural Alliance as the County's "Local Arts Agency" to serve as the catalyst for community and cultural development in Brevard County; 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

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.

TERM. The term of this Contract shall start on October 1, 2023 and shall run for one (1) year. This Contract may be renewed on an annual basis by written agreement of the Parties and subject to any yearly budget allocation recommended by the Tourist Development Council (herein referred to as TDC) and approved and adopted by the Board of County Commissioners. The County Manager, or his/her designee, shall have the authority to execute any renewal agreements, including, but not limited to, any yearly budget allocation as approved by the Board.

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 with the approval of the Tourist Development Council. 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 for year one (1).

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. In the event a search committee is created for a new Executive Director of the Brevard Cultural Alliance, the Tourist Development Council and the County Manager's Office shall each appoint up to two each, for a total of four, but not to exceed a majority of the search committee, as voting representatives to the Brevard Cultural Alliance Leadership Search Committee. The final decision on new leadership will be made by the Brevard Cultural Alliance Board. If a selection committee is not created, but the BCA Board of Directors decides to appoint someone from within the organization to the Executive Director position, they will provide written notification to both the County Manager's Office and the Tourist Development Council designee (Chair of the Cultural Committee).

The Brevard Cultural Alliance shall work with and provide a minimum of two workshops for Brevard Cultural Groups and Entities to encourage application for State, Federal, and Foundation Cultural Grants.

The Brevard Cultural Alliance will work in coordination with TDO for the administration of the fiscal year 2023-2024 Major Event Grant Program. The Tourist Development Council Cultural Committee will review and score the grant applications which then must go before the Tourist Development Council and the Brevard County Board of County Commissioners for final approval.

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;

Year one (1), FY 2023-2024 for the sum of \$212,160 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: 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 TOURISM OFFICE AT (321) 433-4470; BY EMAIL AT DEBORAH.WEBSTER@VISITSPACECOAST.COM; OR BY MAIL TO TOURISM DEVELOPMENT OFFICE, BREVARD COUNTY, 150 COCOA ISLES BLVD., ST. 401, COCOA BEACH, FL 32931.

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 in 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: _____
Peter Cranis, Director, Tourism Development
Office

As approved by the Board _____

BREVARD CULTURAL ALLIANCE, INC.

By: _____
Michael Peacock
Brevard Cultural Alliance, Chair

Reviewed for legal form and content

By: _____
Assistant County Attorney



EXECUTIVE COMMITTEE

Michael Peacock, Chair
Turner Peacock Abergel
Leah Blackmore, Past Chair
Courtyard by Marriott,
West Melbourne
Lisa Freismuth, Financial Counsel
McDonough CPA Solutions
Michelle Meulke, Legal Counsel
Meulke Family Law
David Schillhammer, Secretary
Brevard Symphony Orchestra
Deanna Runyan, Treasurer
Florida Historical Society

DIRECTORS

Daniel Ciuro
Edward Jones Investments
Annette Condo
Dance Arts Centre
Ron Davis
Valiant Air Command
Eliza Dopira
Florida Institute of Technology
Bonnie King
321BonnieKing
Sandy Michelson
Zonta Club of Melbourne
Melissa Naughton
Melbourne Orlando
International Airport
Eric Parent
Next Level Digital Media &
Marketing
Dr. Susan Pinsky
Melbourne City Ballet Theatre
Staci Hawkins Smith
Historic Cocoa Village Playhouse
Delores Spearman
Niko Stamos
Titusville Playhouse

LIAISONS

Katye Campbell
Brevard School Board
Jim Liesenfelt
Brevard County
Andrea Young
Tourist Development Council

DIRECTORS EMERITUS

Linda Brandt
Brandt Ronat + Co.
Bunny Finney
Jimi Gonzalez
Diversified
Michael LaFortune
Modus Create
Jim Platman
Jim Ridenour
Susie Wasdin
Wasdin Associates

August 15, 2023

Mr. Frank Abbate
County Manager
2725 Judge Fran Jamieson Way
Melbourne FL 32940

Dear Mr. Abbate,

In regard to Brevard Cultural Alliance's Professional Services Contract with the County, approximately 10% of BCA's time is spent supporting the Cultural Support grant program.

- We are proposing that for FY24, that 10% of BCA funding be allocated toward out of county, drive-market marketing of Brevard's cultural events.

We will continue with funding level as recommended by the Tourist Development Council of \$212,160 for FY24.

On behalf of the Brevard Cultural Alliance Board,

Michael Peacock, BCA Board Chair

Brevard Cultural Alliance
513 N. Harbor City Blvd., Suite C
Melbourne, FL 32935

www.ArtsBrevard.org
info@artsbrevard.org
321-690-6817



MUSEUMS OF BREVARD

www.MuseumsOfBrevard.org



Florida Surf Museum

www.FloridaSurfMuseum.org

Open: Mon - Fri, 9AM - 5PM.

The Florida Surf Museum is dedicated to preserving Florida's rich surfing heritage through exhibits, research and preservation. The museum features historic photographs, trophies, surfboards, memorabilia and biographies of Florida's surfing legends. In addition, the museum actively engages

the community through public events, support for competitive surfing through donations to scholastic surf teams and donations to local charitable organizations.

4275 North Atlantic Ave., Cocoa Beach FL 32931 • 321.720.8033



Brevard Museum of History & Natural Science

www.CocoaFL.org/brevardmuseum

Open: View website or social media for latest hours and info.

The Brevard Museum of History and Natural Science covers local history from the Ice Age to the Space Age! Be amazed by the skeletons of a mastodon a giant ground sloth, and other prehistoric beasts. The People of Windover exhibit allows visitors

to experience one of the most significant archaeological discoveries in the world. Discover pioneer culture, and the area's space program. Rotating exhibits mean there's always something new to see.

2201 Michigan Avenue, Cocoa FL, 32926 • 321.632.1830



Lawndale Senator H. S. Williams Home

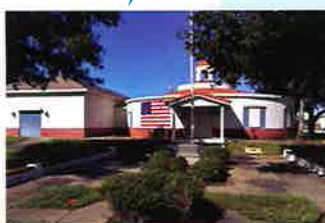
www.FriendsofLawndale.com

Open: First and third Saturday of the month, 10AM - 3PM, no reservation needed.

Visit one of the last remaining examples of beautiful historic Queen Anne architecture in the area. Located in the center of the Rockledge Drive National

Register Historic District, on the banks of the Indian River Lagoon, it is a living history educational site, restored and furnished as a family home of 1895. The area's original school room is located on second floor.

1219 Rockledge Drive, Rockledge, Florida 32955 • 321-632-5650



Liberty Bell Memorial Museum

& Melbourne Military Memorial Park

www.HonorAmerica.org

Open: Every Tuesday from 10AM to 2PM. Call for private groups/tours.

The Liberty Bell Museum is maintained by Honor America, Inc. and operates on donations and memberships. The museum hosts several events during the year and houses

American, local and military history as well as an exact replica of the Liberty Bell. The boardroom offers an interactive play area for children as well as a large table and chairs available for meetings and/or classes. FREE to the public. Come in and "Ring our Bell!"

1601 Oak Street, Melbourne, FL 32901 • 321.373.2311



Veterans Memorial Center Park & Museum

www.VeteransMemorialCenter.org

Open: View website for hours and info. Free Admission (donations accepted).

Visit a military museum, library, memorial plaza, and 82-acre park, with meeting rooms, and event rentals. The museum features artifacts from the Revolutionary War to the current War on Terrorism. The library includes thousands of volumes

and interactive stations for viewing videos. See actual helicopters, a tank, a truck, and an A-7 aircraft. The adjacent park provides walking trails, fishing, kayaking, picnicking, and all of that is available for large outdoor event rentals.

400 Sykes Creek Parkway, Merritt Island, FL 32952 • 321.453.1776



Library of Florida History

www.MyFloridaHistory.org

Open: Tues - Fri, 10AM - 3PM.

Free Admission. The Library of Florida History is the statewide headquarters of the Florida Historical Society and home to its extensive archive. The collection includes maps dating to the 1500s, rare and out-of-

print books, more than 10,000 historic photographs, nearly 20,000 postcards, and a variety of primary source documents. There is a small exhibit on local history in the lobby, and a book store. Research is by appointment only.

435 Brevard Avenue, Cocoa, FL 32922 • 321.690.1971 ex. 211



Historic Rossetter House Museum & Gardens

www.RossetterHouseMuseum.org

Tours available 10A-2P, reservations recommended.

The Rossetter home began as an 1859 Houston family's Arlington Plantation slave cabin. Three 1890's Roesch family additions, as well as the final Rossetter addition, completed the home

in 1908. Tours include an informative history of Old Eau Gallie and the three families that made substantial contributions to both this historic home and the community. Also available as a rental venue, featuring two large lawns.

1320 Highland Avenue, Melbourne, FL 32935 • 321.254.9855



Green Gables at Historic Riverview Village

www.GreenGables.org

Open: Saturdays, 10AM - 2PM. Call for private tour and tea. \$10 adults, children free.

Step back in time, learn about the Wells Family, early Melbourne and experience history first hand. Green Gables offers an educational program to students and also hosts many

events throughout the year. This beautiful Victorian home, built in 1896 and its grounds, are available to rent as a venue for weddings, teas, photo shoots and special events. Visit the website today to view our documentary and for more info.

1501 So. Harbor City Blvd, Melbourne, Florida 32901 • 321.794.8901



Visit Museums of Brevard (MOB) on MuseumsOfBrevard.org

It is a central portal allowing you to find your way to the myriad museums of Brevard County, in Florida.

Operating hours and days are subject to change. Please contact museums directly for latest information.



The Moore Cultural Center & Museum

www.HarryHarrietteMoore.org

Open: Mon - Fri, 9AM - 5PM, Sat, 10AM - 2PM. The Harry T. & Harriette V. Moore Memorial Park and Museum is the epicenter of the Civil Rights Movement that highlights the legacy of the Moores. The Moores were early civil rights activists in the State of Florida who were killed on Christmas night.

Come and be a part of their journey as you experience storytelling, educational movies, replica home of the Moores, lectures, and a historical walk around the Civil Rights walking trail. Enjoy 12 acres of beautiful foliage and oak trees with a gazebo and pavilion you can rent.

2180 Freedom Ave, Mims, FL 32754 • 321.264.6595



American Space Museum & U.S. Space Walk of Fame

www.AmericanSpaceMuseum.org

Open: Mon - Sat, 10AM - 5PM. Preserving America's space age with real artifacts from former space workers, the galleries offer pioneering spacecraft hardware and actual consoles that launched satellites and humans into space. ASM offers STEAM education programs, monthly astronomy programs and public stargazing. After your tour, visit the Downtown Titusville Space View Park, where more than 35 astronauts' hand prints are preserved in bronze at monuments surrounded by space workers' names on pylons, honoring America's incredible, manned space programs. We are a 501(c)(3) Florida non-profit.

308 Pine Street, Titusville, Florida 32796 • 321.264.0434



Warbird Air Museum

www.ValiantAirCommand.com

Open: Thur - Sun, 9AM - 5PM, visit our website. Founded in 1977 by aviation enthusiasts, veterans and pilots. Featuring 51 historic military aircraft, 10 flying, in 3 large display hangars, with a restoration shop. Two memorabilia museums with more than 3,000 items featuring

flight gear, uniforms, weapons, art, and artifacts. The VAC is a 501(c)(3) educational organization dedicated to the preservation of, education about, and commemoration of Warbirds from all eras and those who maintained, flew, and fought in them. The museum hosts a robust STEM program.

6600 Tico Rd, Titusville, FL 32780 • 321.268.1941



Sams House at Pine Island Conservation Area

www.BrevardFL.gov/EELProgram/Sanctuaries/SamsHouseSanctuary

Open: Tues - Sun, 9AM to 5PM. From Ice Age animals to Native Americans to early pioneers, this area has a rich history. Mastodon tusks, pottery shreds, and 19th century farm tools found onsite, piece together the story of this place.

Come inside the oldest standing home in Brevard County, the 1875 Sams cabin. Hike, horseback ride, fish, canoe and kayak through five different habitats and over six miles of trails and Florida's native animals.

6195 N. Tropical Trail, Merritt Island, FL 32953 • 321.449.4720



Cape Canaveral Lighthouse

www.CanaveralLight.org

Open: View website for tour info.

The Cape Canaveral Lighthouse has stood on the Cape for more than 150 years. Situated amidst America's Premier Gateway to Space, the lighthouse is owned by the United States

Space Force and maintained as an active aid to navigation by the United States Coast Guard. Visits to the lighthouse, museum, and gift shop are available via prescheduled tours, only. Public, educational, and special tours are available.

Cape Canaveral Space Force Station, FL 32925 • 321.351.5052



Sands Space History Center

www.AFSpaceMuseum.org

Open: Tues - Fri, 9AM - 2PM, Sat, 9AM - 5PM, Sun, 12PM - 4PM. Named after Major General Harry J. 'Bud' Sands Jr., the Sands Space History Center is an extension of the Air Force Space & Missile Museum. It offers historic displays on all the Launch

Complexes of Cape Canaveral Space Force Station, along with plenty of historic artifact highlights. Admission is free. A gift shop, restrooms, and shaded picnic area are among the amenities. Come visit and learn the history of America's Premier Gateway to Space!

100 Space Port Way, Cape Canaveral, FL 32925 • 321.853.1919



Merritt Island National Wildlife Refuge

www.fws.gov/Refuge/Merritt_Island/ Visitor center open Fri - Sun, 8AM - 4PM.

Merritt Island National Wildlife Refuge was established in 1963 as an overlay of NASA's John F. Kennedy Space Center. Consisting of 140,000 acres, the refuge provides habitat for more than 1,500 species of plants and

animals. Recreational opportunities include bird and wildlife observation, a wildlife drive, hiking, manatee observation deck, fishing, hunting, boating and paddling.

1987 Scrub Jay Way Titusville, FL 32796 • 321.861.0669



Historic Pritchard House

www.PritchardHouse.com

Tours available by appointment.

Daily 9AM-5PM. See website for tour fees and calendar of events. The Pritchard House is a fine example of "Queen Anne" style architecture built in 1891 and on the National Register. It has been restored retaining original architectural elements and furnished with period furniture and amenities. House and gardens are available as rentals for private events such as weddings, private teas, birthday/dinner parties, and organizational activities. Programs, events and exhibits are open to the public including our notable "Afternoon Teas."

424 S. Washington Ave., Titusville, FL 32796 • 321.607.0203



American Police Hall of Fame & Museum

www.APHF.org

Open: See website for current hours.

Only minutes to the Kennedy Space Center. Our interactive facility features thousands of exhibits/artifacts relating to public safety and law enforcement. We also offer a shooting range and extensive personal

defense training. We feature STEM/forensics education for youngsters (schools, tour groups, etc.), and our facility - or specific areas - may be rented for special events, team-building, organizational activities, and more.

6350 Horizon Dr. Titusville, FL 32780 • 321.264.0911



Field Manor Homestead

www.fieldmanor.org

Open: Tours available Wed - Sat, 10AM - 2PM, reservations recommended. Field Manor Homestead was built by the pioneer Field family in 1880, after arriving in 1868, and highlights the early settlers of Florida's east-central coast, including its communities and agriculture. Currently situated on 45 acres on the Indian River Lagoon, the tour includes

the historic home and Packing House, showcasing many of the original artifacts that built and sustained this unique piece of Brevard County history. Groups and field trips welcomed! Available for event/venue rentals.

750 Field Manor Drive, Merritt Island, FL 32953 • 321.848.0365



Air Force Space & Missile Museum

www.AFSpaceMuseum.org

Open: View website for tour info.

Since opening to the public in 1966, the Air Force Space & Missile Museum has introduced millions of visitors to the history of rocketry and space flight. The primary facility at Launch Complex 26 is where the United States officially

entered the Space Race in 1958 with the launch of Explorer 1. Exhibits highlight more than 70 years of Cape Canaveral civilian and military aerospace activity. This is where history is launched!

191 Museum Circle, Cape Canaveral SFS, FL 32925 • 321.853.9171



Museum Of Dinosaurs And Ancient Cultures

www.MuseumofDinosaurs.org

Open: View website for hours and info.

The 26,000 square-foot, privately owned nonprofit educational museum contains two floors of exhibits on dinosaurs and ancient human cultures. Travel back in time to when dinosaurs ruled the earth. Unravel the mysteries of Egypt and other great ancient cultures. The museum showcases hundreds of fossils and artifacts from around the world. Located in Cocoa Beach, on the second and third floors of The Dinosaur Store.

250 W. Cocoa Beach Cswy., Cocoa Beach, FL 32931 • 321.783.7300