



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.13.

9/12/2023

Subject:

Approval, Re: Six (6) month extension for the Merritt Island Amphitheatre at Veteran's Memorial Park groundbreaking period.

Fiscal Impact:

No fiscal impact.

Dept/Office:

Tourism Development Office

Requested Action:

It is requested that the Board of County Commissioners approve a six (6) month extension, from October 6, 2023, to April 6, 2024, to the groundbreaking period for the \$1,270,833 Merritt Island Amphitheatre at Veteran's Memorial Park Tourist Development Council Capital Facilities grant.

Summary Explanation and Background:

These funds put in place each fiscal year for future capital facilities projects approved by the TDC Capital Facilities Committee, the Tourist Development Council and the Brevard County Board of County Commissioners. These capital projects are verified by the County Attorney's Office to be viable projects to receive support with Tourist Development Tax dollars per State Statute and local ordinance. Reimbursable grant awards with a minimum amount of \$250,000 are available to support capital projects that benefit tourism on the Florida's Space Coast. These capital projects are approved and supported through the Tourism capital facilities plan will serve as safe world-class attractions and facilities that are open to both tourists, visitors and the community.

The Capital Facilities Committee at their August 17, 2023, meeting and the Tourist Development Council at their August 23, 2024, meeting, voted unanimously to recommend the Board extend the groundbreaking date for the Merritt Island Amphitheatre at Veteran's Memorial Park from October 6, 2023 to April 6, 2024.

Clerk to the Board Instructions:

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

September 13, 2023

M E M O R A N D U M

TO: Peter Cranis, Tourism Development Director

RE: Item F.13., Approval for a Six-Month Extension for the Merritt Island Amphitheatre at Veteran's Memorial Park Groundbreaking Period

The Board of County Commissioners, in regular session on September 12, 2023, approved a six-month extension, from October 6, 2023, to April 6, 2024, for the groundbreaking period for the \$1,270,833 Merritt Island Amphitheatre at Veteran's Memorial Park Tourist Development Council Capital Facilities Grant.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

A handwritten signature in cursive script that reads "Kimberly Powell".

Kimberly Powell, Clerk to the Board

/sm

cc: County Attorney



III.

MERRITT ISLAND REDEVELOPMENT AGENCY

DATE: August 15, 2023

TO: **Florida's Space Coast Office of Tourism**
Brevard County Tourism Development Council
267 W Cocoa Beach Causeway
Cocoa Beach, FL 32931

FROM: Marcus Herman, Chairman, MIRA Board of Directors on behalf of the
Merritt Island Redevelopment Agency Board of Directors

RE: **Merritt Island Amphitheatre at Veterans Memorial Park Ground Break
Extension Request**

The Merritt Island Redevelopment Agency is a TDC grant recipient for the amount of \$1.27 million to fund the construction of the Merritt Island Amphitheatre at the Veterans Memorial Park. As a condition of the grant award, the project is required to break ground by October 6, 2023. Due to project delays, we are requesting a six-month extension from the current ground break date to April 6, 2024. We kindly request that you accept this request to ensure the success of this project.

Thank you,

Marcus Herman
Chairman of the Board of Directors
Merritt Island Redevelopment Agency

**CAPITAL FACILITIES GRANT AGREEMENT BETWEEN
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS (SPACE COAST OFFICE OF TOURISM)
AND
THE (MERRITT ISLAND REDEVELOPMENT AGENCY - MIRA) FOR
THE CONSTRUCTION OF A BANDSHELL AND AMPITHEATRE**

This Grant Agreement (hereinafter the "Agreement") is made and entered into by and between the following Parties: The Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, Space Coast Office of Tourism (hereinafter the "GRANTOR"), and the Merritt Island Redevelopment Agency (MIRA), a community redevelopment agency established by the Brevard County Board of County Commissioners pursuant to Chapter 163, Florida Statutes (hereinafter the "GRANTEE"). MIRA's focus is on the removal of slum and blighted conditions, and the development, infrastructure, aesthetics, and economic development issues of the Merritt Island community within the CRA area.

RECITALS

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

WHEREAS, pursuant to Section 125.0104(5)(a)1.a, Florida Statutes; and Section 102-119 of the Brevard County Code, the GRANTOR may authorize tourist development tax revenues out of the 35 percent of first two pennies of the levy earmarked to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or promote a publicly owned and operated outdoor auditorium within the boundaries of the County where the tax is levied; and

WHEREAS, the GRANTEE has requested a \$1,270,833 capital facilities grant to increase the number of Tourists brought to Brevard County and to encourage the economic growth of the area; and

WHEREAS, the capital facilities grant funding will be used by the GRANTEE for construction of an outside venue with an acoustically engineered band shell of approximately 8,000 square feet and amphitheater with an open spectator area of two and a half acres accommodating approximately 5,000 spectators located in the center of the newly expanded 66-acre Veteran's Memorial Park located in Central Brevard County on Merritt Island; and

WHEREAS, the Tourist Development Council recommended GRANTOR approve the \$1,270,833 Capital Facilities Grant at its meeting on September 23, 2020; and

WHEREAS, on October 6, 2020, the GRANTOR found that GRANTEE's facility was for a proper purpose to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or promote a publicly owned and operated outdoor auditorium within the county and qualified for an expenditure of Tourist Development Tax funds; and

WHEREAS, on October 6, 2020, the GRANTOR approved GRANTEE for a \$1,270,833 Capital Facilities Grant for the construction of a bandshell and amphitheater located in Veteran's Memorial Park on Merritt Island, FL.

NOW, THEREFORE, the Parties agree as follows:

1. **Recitals.** The Recitals above are true and correct and incorporated into this Grant.
2. **Definitions.** The Parties agree to the following definitions:
 - a. The TOURIST DEVELOPMENT COUNCIL refers to the advisory council appointed by the Board of County Commissioners of Brevard County, Florida, pursuant to Section 125.0104(4)(e), Florida Statutes, and Section 102-120, Brevard County Code of Ordinances.
 - b. The SPACE COAST OFFICE OF TOURISM, refers to the Brevard County Tourist Development Office, a department of the Brevard County government. The Space Coast Office of Tourism will administer this grant on behalf of GRANTOR.
 - c. The MERRITT ISLAND REDEVELOPMENT AGENCY (MIRA), refers to the community redevelopment agency established by the Brevard County Board of County Commissioners pursuant to Chapter 163, Florida Statutes to prevent blight and deterioration and to protect and enhance public expenditures with the Community Redevelopment Area.
 - d. The term PROJECT refers to the Project described in paragraph 3 of this Agreement.

3. **Description of Project**

The project is to construct an outside auditorium venue with an acoustically engineered band shell on publicly owned Brevard County land and under the management control of the Brevard County Parks and Recreation Department or MIRA. The venue will be approximately 8,000

square feet and amphitheater with an open spectator area of two and a half acres accommodating approximately 5,000 spectators located in the center of the newly expanded 66-acre Veteran's Memorial Park located in Central Brevard County on Merritt Island. The Veteran's Memorial Amphitheatre would be centrally located inside the existing multi-use Veteran's Memorial Park on Merritt Island. The existing park is located directly south of State Road 520 with access via Sykes Creek Parkway which terminates at the entrance of the Veteran's Memorial Park; 400 S. Sykes Creek Parkway. The three-acre plus amphitheater greenspace for the proposed outdoor venue to support an auditorium or bandshell, is located to the rear of the existing Veteran's Center and Memorial Museum. Currently, the annual visitors to the museum and park is 105,000 a year. The projected annual visitation of the future facility including park and museum constructed from this funding is 273,888, with 60% being from outside Brevard County.

4. Grant.

- a. **Grant Award and Expiration Date.** The GRANTEE must commence construction on the bandshell and amphitheater on or before October 6, 2023, or this grant is void. Upon project start, GRANTEE may submit any financial documentation it has to GRANTOR for the reimbursement of its incurred expenses to construct the bandshell and amphitheater in an amount not to exceed \$1,270,833. Reimbursements will be made according to the allowable costs as listed in the Capital Facilities Grant Guidelines. This grant represents a portion of the total project cost. All reimbursements must be received within six (6) years of award by the GRANTOR or October 6, 2026. GRANTEE may request an extension on both the construction start date and the construction finish date from the GRANTOR in writing. After the expiration date, the grant is expired and GRANTOR owes no further obligation to GRANTEE of any kind under this Agreement.
- b. GRANTEE agrees to advertise its venue and its programming to out-of-County Tourists.
- c. This Agreement is contingent upon the availability of adequate funding in the 35% of the first two pennies of capital facility tourist development tax funds and subject to any limitations provided by Section 125.0104, Florida Statutes, and Section 102-117(a) and Section 102-119(3)c of the Brevard County Code, as both may be amended from time to time. Should funds no longer be available, the GRANTOR shall provide written notice thereof to the GRANTEE. The Parties agree that this grant shall NOT be paid from GRANTOR's non-tourist development related revenues.
- d. GRANTEE agrees and understands that all funding authorized through this Agreement shall be used only for eligible activities in accordance with State and local law, and this

Agreement. GRANTEE further warrants that it is a Community Redevelopment Agency created pursuant to Florida Statutes Chapter 163.

- e. GRANTEE warrants that Brevard County is the fee simple owner of the real property upon which the GRANTEE will perform, or cause to be performed, the construction, remodeling, and improvements which are the subject of this grant. GRANTEE warrants that Brevard County has given GRANTEE all necessary permissions to construct the bandshell and amphitheater and any other activities permitted by this grant.
 - f. Termination of Grant. Upon payment of the full amount of the grant, the Parties agree that the Agreement is terminated and the Parties owe no further obligations to each other relating to this grant agreement, except as follows. All provisions survive that are necessary to enforce paragraph 4.b., 12 and 13 for five years following payment of the grant.
5. Payment Procedures.
- a. The payout schedule for the Grant is contingent on the occurrence of the following events detailed below. GRANTEE must submit adequate documentation to the Space Coast Office of Tourism as follows:
 - i. An executed copy of this Agreement.
 - ii. Documentation of receipt of all necessary permitting from all appropriate regulatory bodies evidencing that all construction activities at the Project Site have conformed to applicable law.
 - iii. Submission of Adequate Documentation showing the work was performed on the publicly owned Brevard County property. Documentation will be submitted as required by the Office of Tourism's payment policies listed in v. below.
 - iv. Documentation/Photograph of installation of a plaque, as described in paragraph 6b, that the project was partially funded with a capital facility grant from the Brevard County Tourist Development Council through Tourist Development Tax.
 - v. GRANTEE Reimbursement Process - GRANTEE may apply for reimbursement upon submission of Tourism supplied cover invoice and detailed backup showing proof of payment to include design, materials, subcontract, labor, or other related construction costs.
 - b. Project Completion Requirements. Upon completion of the entirety of the project, GRANTEE will provide GRANTOR with the following documentation.
 - i. A copy of the Certificate of Completion allowing occupancy of the bandshell and amphitheater.

- ii. Photographs of the completed construction in a .jpg or .tif format.
 - iii. A final project report (1-2 pages) within 60 days of project completion that shall at a minimum include the GRANTEE's name, Project name, Project location/address, final cost and Tourism Grant amount, and a brief Project summary that includes how the venue is or will be marketed to Tourists.
 - iv. GRANTEE shall provide the GRANTOR annual room nights and attendance for 5 years after project completion. The Space Coast Office of Tourism may assist with gathering cellular location data if requested.
- c. If a question arises as to the sufficiency of GRANTEE's documentation, the Parties agree that the Space Coast Office of Tourism Executive Director shall make the final determination on the sufficiency of the documentation.
 - d. The Parties agree the GRANTOR will reject submissions for reimbursement for items not related the scope detailed above and according to the allowable and unallowable costs listed in the capital facilities guidelines. Further, grant funds may not be used to prepare grant applications or for routine maintenance.
6. Promotion & Reporting Requirements.
- a. The Parties agree that both Parties may advertise, promote or otherwise list this Project in either Party's promotional materials.
 - b. All marketing and promotional advertising, including website or internet advertising of the GRANTEE that contains sponsorship information, shall refer to the Brevard County Tourist Development Council as a sponsor of the GRANTEE.
 - c. The GRANTEE will provide GRANTOR with quarterly reports to show how the overall Project is progressing. The Parties agree that both parties are entities subject to Florida's public records laws under Chapter 119 Florida Statutes and all documentation shall be subject to disclosure absent a statutory exception.
7. Miscellaneous Provisions.
- a. This Agreement shall not obligate or make GRANTOR or the GRANTEE liable to any Party other than the Parties to this Agreement. Oversight of GRANTEE staff will be the responsibility of the GRANTEE board of directors.

- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected if such remainder continues to conform to the terms and requirements of applicable law.
 - c. The Parties agree that, in the case of a dispute, the parties will first work to resolve the dispute informally. If this does not resolve the dispute the County Manager's Office with the assistance of the County Attorney's Office may come in to resolve the dispute. Prior to legal action, alternative dispute resolution methods shall be used. In case of legal action, each Party agrees to resolve the dispute in accordance with any agreement between Brevard County and MIRA and any applicable laws regarding CRA's and their creating agencies.
 - d. GRANTEE agrees to comply with all federal, state and local laws, and is responsible for any and all permits, fees, and licenses necessary to perform the Grant. GRANTEE will ensure all Contractors are appropriately licensed to do the work required. Nothing in this Agreement shall be construed as a waiver by GRANTOR of any requirements for local permits, fees, and licenses.
 - e. GRANTEE agrees it shall not knowingly engage the services of any person who is an unauthorized alien worker, thus constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324e (Section 274A(e) of the Immigration and Nationality Act "INA"). GRANTOR shall consider GRANTEE's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.
 - f. The waiver by the GRANTOR of any of GRANTEE's obligations or duties under this Agreement shall not constitute a waiver of any other obligation or duty of the other party under this Agreement, nor shall a waiver of any such obligation or duty constitute a continuing waiver of that obligation of duty.
8. Indemnification and Hold Harmless.
- (a) Each party shall indemnify and hold harmless the other party of the negligent acts and omissions of its own employees and agents in the performance of this Agreement, to the extent permitted by law.
 - (b) The County, at no time, shall assume the obligations or undertake the responsibility for the completion of any contract or compliance with any law or rule imposed on the Grantee. The Grantee, to the extent allowed by law, shall hold harmless the County, its officers, agents, and employees, against any and all

claims, losses, liabilities, or expenditures of any kind, including court costs, attorney's fees, and expenses arising out of any contract to be performed by the Agency, any document prepared by the Agency, or any undertaking imposed on the Agency by law.

C. Both Parties indemnity and liability obligations hereunder shall be subject to the Parties' 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 Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of the Parties' sovereign immunity. The Parties acknowledge specific consideration has been exchanged for this provision.

9. Amendment, Assignment of Agreement. Amendments to this Agreement may be initiated by either Party. Amendments shall be formally ratified and approved by written amendment to this Agreement by both Parties. The GRANTEE shall not assign any portion of this agreement without the written permission of GRANTOR.
10. Insurance. GRANTEE agrees to procure and maintain insurance as required by federal, state, and local law and as required by any other agreement between GRANTOR and GRANTEE. If the GRANTEE hires contractors or vendor, GRANTEE must ensure the contractor or vendor has proof of the insurance below. The policy limits listed below are required and 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 contractor or vendor that work under 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) Employee Dishonesty/Crime Insurance – The contractor or vendor will provide coverage greater than or equal to sixty-five percent (65%) of the amount of the TDT funding,

specifically to insure against TDT funding loss.

- e) **Builders' Risk/Installation Floater** – The contractor shall provide “all risk” property insurance on any construction, additions, and machinery and equipment. The amount of the Insurance shall be no less than the estimated replacement value at the time of the applicant/facility operator's final acceptance of said improvements. In the event that the grantee does not work with a contractor on the funded project, the applicant/facility operator must purchase or add Builders' Risk to their current property program (Commercial General Liability). The Builders Risk policy must remain active throughout all current work related to the proposed project and must not terminate until the final acceptance of a contractor's work, all vendors' installations, final release of occupancy, and final acceptance at completion of the project has been made by the applicant/facility operator.

- 11. **Termination.** If either Party fails or refuses to perform any of the provisions of this Agreement, or otherwise fails to timely satisfy the Grant provisions within 60 days of a written notice, following the 60 days notice either Party may notify the other Party in writing of the nonperformance and terminate this Agreement or such part of the agreements as to which there has been a delay or a failure to properly perform. Such termination is effective upon the Party's receipt of the Notice of Termination. Upon termination, GRANTOR has no further obligation to GRANTEE.
- 12. **Right to Audit Records.** In performance of this Agreement both parties shall retain all records as required by governmental entities under Florida Law.
- 13. **Public Records Disclosures.** Parties agrees that Florida has broad public disclosure laws, and that any written communications with either party, to include emails, email addresses, a copy of this Agreement, and any supporting documentation related to this Agreement are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute.

Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.
- 14. **Employment Eligibility Verification (E-Verify).** The Parties acknowledge that both Parties are subject to the Employment Eligibility Verification (E-Verify) as required by federal, state, and local law and policy.

The CONTRACTOR 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 CONTRACTOR during the term of the contract. Upon request, CONTRACTOR shall provide acceptable evidence of their enrollment at the time of the submission of the CONTRACTOR's bid. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.

CONTRACTOR shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the United States 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.

CONTRACTOR 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 parties consistent with the terms of CONTRACTOR's enrollment in the program. This includes maintaining a copy of proof of CONTRACTOR's and any subcontractors' enrollment in the E-Verify Program.

Compliance with the terms of this section is made an express condition of this Contract and the Parties 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.

Parties will not intentionally award a publicly-funded contract to any CONTRACTOR 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). The Parties shall consider a CONTRACTOR's intentional employment of unauthorized aliens as grounds for immediate termination of this contract.

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

GRANTEE:
Merritt Island Redevelopment Agency (MIRA)

c/o Executive Director
2575 N Courtney Parkway
Merritt Island, Florida 32953
Phone: (321) 454-6610

GRANTOR:
Brevard County Space Coast Office of
Tourism
c/o Executive Director
430 Brevard Avenue, Suite 150
Cocoa, Florida 32922
Phone: (321) 433-4470

15. **Remedies.** The GRANTEE's remedy for default by GRANTOR shall be a claim for funds for which the GRANTOR's obligation to pay has ripened by virtue of the GRANTEE's compliance with all conditions precedent established under the terms of this Agreement. Such claims do not include consequential or special damages, and shall not exceed the total value of the Grant. The GRANTOR's remedies for default by the GRANTEE shall include, but shall not be limited to, a claim for repayment of the grant upon approval by the Brevard County Board of County Commissioners, if any funds have been extended by the GRANTOR to the GRANTEE. Such claim of funds shall be limited by any other agreements between the Parties.
16. **LEGAL SERVICES – CONFLICT WAIVER:** The Office of the Brevard County Attorney represents the both Parties to this Agreement. Although the interest of the County and the Agency are generally consistent, it is recognized and understood that differences may exist or become evident during the course of this representation. Notwithstanding these possibilities, the County and the Agency have determined that it is in their individual and mutual interest to have the Office of the Brevard County Attorney represent them jointly in connection with agreements relating to this Agreement, as well as other Agreements between the Parties. Accordingly, the County and the Agency agree that the Office of the Brevard County Attorney may represent them jointly in this Agreement, as well as other Agreements between the Parties. The County and the Agency agree to waive any potential conflict of interest arising out of, and will not object to, the Office of the Brevard County Attorney's representation of each other in connection with this Agreement, as well as other Agreements between the Parties. It is further understood and agreed that the Office of the Brevard County Attorney may freely convey necessary information provided by one client to the other, and that the County Attorney's Office will have no obligation to maintain confidentiality between the County and the Agency as to matters that are the subject of Agreements between the Parties unless the Agency decides to retain a separate, independent Counsel.
17. **Effective Date.** This Agreement shall be effective on the last day the Parties execute this Grant Agreement (the "Effective Date") and the Parties shall commence the performance of their obligations under this Agreement as of such date.

18. Entirety, Construction of Agreement, and Counterparts. This Agreement represents the understanding between the Parties in its entirety and no other agreements, either oral or written, exist between the GRANTOR and the GRANTEE relating to this specific grant award. The Parties acknowledge that they fully reviewed this agreement and had the opportunity to consult with legal counsel of their choice, and that this agreement shall not be construed against any party as if they were the drafter of this Agreement. This Agreement may be executed in counterparts all of which, taken together, shall constitute one and the same Agreement. GRANTEE warrants that it is possessed with all requisite lawful authority to enter into this Agreement, and the individual executing this Agreement is possessed with the authority to sign and bind GRANTEE. All conditions and assurances required by this Agreement are binding on Parties and their authorized successors in interest as authorized by law.

19. Relationship Between Parties. Both Parties acknowledge that they are both governmental entities formed under the laws of the State of Florida. The Parties further acknowledge that the GRANTEE is a governmental agency which was created by the GRANTOR, specifically the Brevard County Board of County Commissioner's pursuant to Chapter 163 Florida Statutes. Under this relationship it is the desire of both Parties to make a diligent effort to work with the other to meet the desired outcomes of this project and to resolve any disputes or potential amendments to this Agreement in an appropriate manner.

IN WITNESS WHEREOF, the Parties have executed this Grant Agreement on the last date written below.

(Signature Page Follows)

MERRITT ISLAND REDEVELOPMENT AGENCY
(MIRA)

Cheryl J. Hansen 4-8-21
Witness Date

Jimmy Galt 4-8-21
Signature and Date

Larry Lallo
Print/Type Name
Executive Director
Title

BREVARD COUNTY - SPACE COAST OFFICE
OF TOURISM

Peter Cranis 4/10/2021
Peter Cranis, Tourism Executive Director

As approved by the Board October 6, 2020

REVIEWED FOR LEGAL FORM AND
CONTENT:

Justin Caron
Justin Caron, Assistant County Attorney