



**BREVARD COUNTY  
TOURISM DEVELOPMENT OFFICE**

**Guidelines**

**CULTURAL EVENT SUPPORT  
GRANT PROGRAM**

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

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

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

### **1.0 INTRODUCTION & BACKGROUND**

This grant is provided by the Brevard County Board of County Commissioners through the use of the Local Option Tourist Development Act, pursuant to Section 125.0104(5)(a)3., Florida Statutes, and Section 102-119(3)d of the Brevard County Code of Ordinances. The BOCC has authorized Tourist Development Tax funds to be used for tourist-oriented cultural and special events such as visual and performing arts including theater, concerts, recitals, opera, dance, art exhibitions, festivals and other tourist related activities.

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

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

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

### **2.0 STATEMENT OF APPLICANT RESPONSIBILITY**

Please read this entire document carefully.

The Tourism Development Office (TDO) and Brevard Cultural Alliance (BCA) staff will work in coordination to review the applications shortly after submission to determine if the application is complete or incomplete (i.e. missing attachments, lack of proper support materials, incomplete or incorrect support documents, etc.) and eligible for the grant. If the grant is awarded, the applicant agrees to be bound by all terms contained in their application, these guidelines, and any supporting documents. Incomplete or incorrect application packages will not be accepted and therefore will not be considered for funding. Applications that arrive after the application due date will not be reviewed or considered. Kindly ~~note the due date, plan accordingly and~~ double check your documents before you submit **to make sure your application is complete.** ~~your application.~~ If you have any question, please contact Deborah Webster at [Deborah.Webster@VisitSpaceCoast.com](mailto:Deborah.Webster@VisitSpaceCoast.com).

### 3.0 ANTI-LOBBYING

All Tourism grant applicants are restricted from lobbying TDC members and committee members from the time the grant application is open until the Committee finalizes the grant scores. Applicants may not attempt to influence their deliberations or scoring to secure an award, either verbally or in writing. Any questions concerning a grant applicant or the grant process from either applicants or committee members should be directed to the designated staff at the Tourism Development Office.

### 4.0 APPLICATION PROCESS AND KEY DATES

The ~~2024-2025~~ ~~2023-2024~~ Cultural ~~Event~~ ~~Support~~ Grant Program ~~grant program~~ is for events occurring between October 1, ~~2024~~ ~~2023~~ and September 30, ~~2025~~ ~~2024~~.

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

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

The TDC Cultural Committee will monitor the Cultural ~~Event Support~~ Grant Program, with annual approval by the Tourist Development Council and the Brevard County Board of County Commissioners. The Tourist Development Council will review and recommend approval of the grant program Guidelines, Application, Scoresheets and grant awards. The program will be administered by the Tourism Development Office (TDO) and Brevard Cultural Alliance (BCA) staff.

## 5.0 ELIGIBILITY

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

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

*To be considered for this grant funding, the cultural and special events/activities must be held in-person with in-person attendees, with the main purpose of attracting out-of-county visitors to Brevard County. Virtual events or media outlets will not qualify for this grant. For applications to be considered for this grant, visitors to the event/season must account for total visitation of 1,000 out-of-county attendees. The out-of-county attendee measurement shall be conducted by TDO staff as a combined effort of online tracking tool and organization verified ticketing system.*

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

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

- c. Applicant organization must be the presenting/producing entity of events/activities to be promoted through the Cultural ~~Event Support~~ Grant Program.
- e. Provide IRS Determination letter and Florida Department of State, Division of Corporations Detail by Entity Name Report (if applicable)
- f. **Provide Articles of Incorporation (if applicable)**
- g. Supply required documentation – Updated W-9 (IRS Form Rev. October 2018), Certificate of Insurance (COI) **and associated Endorsement pages**, Proof of Registration with E-Verify (17-page MOU) found at <https://www.e-verify.gov/about-e-verify>., proof of incorporation in the State of Florida, and most recent 990 form.
- h. Private organizations should be incorporated for a minimum of two (2) years. (Date on IRS 501-c3)
- i. An organization must have held the event/season for at least one (1) year to qualify for the Cultural ~~Event Support~~ Grant Program.

## 6.0 AVAILABLE FUNDS

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

### Funding Award amounts;

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

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

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

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

The Tourist Development Office reserves the right to cancel/withdraw funding to this program at any time without cause. Applicants submit applications at their own cost and risk, without expectation of or reliance on funding award. Applicants may have their requested amounts reduced based on Tourist Development Council recommendations, funding availability, or number and quality of requests submitted. Annual funding of this program is subject to the Brevard County budgeting approval process and receipt of Tourist Development Tax revenues within the Cultural fund.

## **7.0 ELIGIBLE USE OF FUNDS**

**Funds must be used for the project or event as proposed in the applicant's grant application and categorized in the proposal budget worksheet, as well as the grant contract.**

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

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

### **Allowable and Non-Allowable:**

#### **Allowable Costs:**

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

#### **Non-Allowable Costs:**

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

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

## 8.0 APPLICATION SUBMITTAL PROCEDURES

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

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

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

A non-mandatory information meeting will be conducted at 2pm September 18, 2024~~11am on April 19, 2023~~. The application deadline is no later than 9am EST on September 30, 2024 ~~5pm EST on June 26, 2023~~ to be considered for funding. If you have questions about the application or program, please make them in writing to Deborah Webster at [Deborah.Webster@VisitSpaceCoast.com](mailto:Deborah.Webster@VisitSpaceCoast.com) until the application deadline.

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

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

Meeting ID: 852 5010 1011

## 9.0 EVALUATION CRITERIA AND APPROVAL PROCESS

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

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

### Cultural Committee meeting – Review, Ranking & Recommendation Meeting-

- TDO staff will distribute the scoring of the applications. Applications will be presented in order of ranking, with total funding level for each application deemed eligible by reaching the average trimmed mean score of 80 or higher.
  - The Committee chair will open the floor to validate the scores.
  - The Committee chair will open the floor for discussion and funding recommendations.
  - Upon completion of the recommendations, the Committee chair will entertain any comments from Committee Members regarding the process or applications.
9. Each recommended project will go to the Tourist Development Council for review and approval of recommended funding levels, if approved, project will be sent to the Brevard County Board of County Commissioners for final approval.



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

## 10.0 REPORTING REQUIREMENTS

Applicants are required to complete one report (~~the final report~~) for FY ~~2024-2025~~ ~~2023-2024~~ grant cycle. Applicants will be provided a reporting link to complete the final report. In instances of an event (single or multi-day event) a final report and reimbursement request are due within 60 days of the conclusion of the event by using the Event Reimbursement Request Form (RRF). Funds supporting a “season” must complete a final report by October 31, ~~2025~~ ~~2024~~. The final report will include a detailed expenditure report by category reconciled with the Applicant’s Reimbursement Request, this data will be submitted to the Cultural Committee ~~upon request.~~ ~~for review.~~

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

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

## 11.0 GRANT REIMBURSEMENT REQUESTS

The funds for these grants are strictly regulated by Florida State Statutes, Brevard County Code of Ordinances, and Brevard County policies/procedures. The aforementioned regulations relate to the use and disbursement of Tourist Development Tax (TDT) revenue funds.

Prior to preparing your reimbursement, ensure that the expenses/costs for which you are requesting reimbursement are consistent with your grant application and grant agreement. ~~Also, note all Tourism Development Office Grants are reimbursement based.~~ Payments (and contracting) are with the organizations that completed the application, there ARE NOT direct vendor payments or pre-payments.

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

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

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

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least quarterly and remaining funds. ~~Year-Deadline for ALL~~ grant reimbursement requests for FY ~~2024-2025 23-24~~ is by close of business Friday, ~~October 3, 2025 4, 2024~~.

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

1. The TDO Grant Reimbursement Request Form (RRF, a provided Excel document).
  - A. Vendor invoices must be listed line by line.
  - B. Vendor name, vendor invoice #, description of grant related service and amount of reimbursement being requested must be included.
  - C. Invoice numbers on the form are not the 1, 2, 3 numbers shown on the right side of the form, they are the actual vendor invoice number.
2. Vendor Invoices and Receipts for Allowable Expenses.
  - A. Invoices and receipts must have the line # (the 1, 2, 3... numbers shown on the right side of the form) on the top of each page of backup that corresponds with line # on the Grant Reimbursement Request Form.
  - B. This includes the invoice and/or receipt for any grant reimbursable product or service.
3. Financial Proof of Goods and Services purchased with grant funding in the form of cancelled checks (front and back copy), ACH direct payment receipts, credit card receipts and statements. ALL account numbers, bank routing numbers, social security numbers, authorizing signatures and other credit card transactions MUST be redacted (blacked out).
4. Backup Proof of Completed Grant Related Goods and Services which focus on promoting Brevard County tourism to include:
  - Copies of any advertising whose purpose is to drive tourism to Brevard County
  - Photos of rental tents or equipment
  - Photos of equipment purchased in support of the grant
  - Screenshots of website and social media
  - Copies of the printed material
  - Copies or photos of the signs to ensure they were not used for some other purpose
  - If payroll is being requested for reimbursement, the line on reimbursement cover sheet requires an abbreviated personnel description that is grant related along with the pay period dates. Leave the invoice field blank for payroll items
  - Copies of vendor reports or materials lists
  - Any other allowable, reimbursable expense that was listed in the grant application budget and grant agreement.

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

## **12.0 CREDIT & LOGO**

Grantees/~~event organizers~~ must agree to prominently recognize the Space Coast Office of Tourism and Brevard County (where possible) as an event supporter in all marketing materials, advertising, website and other marketing related communications promoting the **Grantee event/season** both in and out of the local market. The Space Coast Office of Tourism logo must be included in all display advertising, printed collateral, email marketing, etc. where appropriate. The logo must be easily legible and should be displayed in a manner which does not distort or warp the original logo file. Logo usage standards will be provided to grantees/event organizers as well as high resolution and/or vector logo files to be included in event materials. Use the following language for all materials;

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

Logos available to download <https://bit.ly/SpaceCoastLogo> or by email request to [marketing@visitspacecoast.com](mailto:marketing@visitspacecoast.com).

## **13.0 GRANT BENEFITS**

Other benefits beyond the awarded funding to organizations are;

- TDO will provide a link to the organization to input a free event/season listing on VisitSpaceCoast.com.
- TDO will provide a website pixel for the event organizer to implement on to their website or event landing page (if they have one, instructions will be furnished if needed). This pixel will provide visitor data including demographics and booking information.

## **14.0 TERMS & CONDITIONS**

Should the grant be awarded, the applicant agrees to be bound by the following terms and conditions:

Grantor means the Brevard County Board of County Commissioners acting through the TDO and Grantee means the applicant. The term Parties means both the Grantor and Grantee.

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

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

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

## **I. Payment Procedures**

For work performed by GRANTEE during the cultural grant term, the GRANTEE must submit adequate documentation according to the payment procedures outlined in the grant on or before October 8, 2024. If documentation is submitted after October 8, 2024, the Parties agree the GRANTOR has no obligation to reimburse those expenses and GRANTOR has no further

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obligation under the grant to GRANTEE.

If a question arises as to the sufficiency of the GRANTEE's documentation, the Parties agree that the Executive Director the TDO shall make the determination on whether or not the documentation is sufficient to support payment of the grant. Funds are only eligible for reimbursement as proposed in the GRANTEE's application or as modified through the grant award. The Parties agree the GRANTOR will reject submissions for reimbursement for items not proposed in the grant application. Funds may not be used to pay debt obligations. Reimbursement requests may be submitted no more frequently than once a month, using the Event Reimbursement Request Form that will be emailed to GRANTEE.

## **II. Legal Responsibilities and Waiver of Trial by Jury**

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

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

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

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

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

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

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law.

### **III. Indemnification and Hold Harmless**

GRANTEE shall indemnify, defend, and hold harmless GRANTOR for the negligent acts and omissions of GRANTEE's own employees and agents in the performance of event or activity sponsored by this grant, to the extent permitted by law, and against any and all third-party claims, suits, proceedings, losses, liabilities, damages, fees and expenses (including reasonable attorney's fees and expenses) related to the event or activity. GRANTEE expressly agrees that GRANTOR has no liability to GRANTEE for GRANTEE's event or activity or GRANTEE's operation. GRANTOR's indemnity and liability obligations hereunder shall be subject to GRANTOR's right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes. Nothing in this grant is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of GRANTOR's sovereign immunity. The Parties acknowledge specific consideration has been exchanged for this provision.

### **IV. Amendment, Assignment of Agreement**

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

### **V. Insurance**

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

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

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insured

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

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

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

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

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

d. GRANTEE will provide certificates of insurance to GRANTOR demonstrating that the insurance requirements have been met prior to the commencement of work under this grant.

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

## **VI. Termination**

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

## **VII. Right to Audit Records**

In performance of this grant, GRANTEE shall keep books, records, and accounts of all activities related to this grant, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by GRANTEE in conjunction

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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.



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C. As applicable, GRANTEE agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including, if applicable, participation by its subcontractors as required by section 448.095(2)(b), Florida Statutes, and to make such records available to the GRANTOR consistent with the terms of GRANTEE's enrollment in the program.

D. Compliance with the terms of this section is made an express condition of this Grant and the GRANTOR may treat a failure as grounds for immediate termination of this Grant.

E. A GRANTEE who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the GRANTEE hires or employs a person who is not eligible for employment.

F. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

G. GRANTOR will not intentionally award a publicly-funded Grant to any GRANTEE who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 United States Code (USC) section 1324a(e)(section 274A(e) of the Immigration and Nationality Act (INA)). GRANTOR shall consider a GRANTEE's intentional employment of unauthorized aliens as grounds for immediate termination of this Grant.

#### **X. Public Records Disclosures**

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

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

Upon a request for public records related to this grant, GRANTEE will forward any such request

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

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

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

#### **XI. Notices**

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

GRANTOR:  
Brevard County Tourism Development Office  
c/o Executive Director  
150 Cocoa Isles Blvd., Suite #401  
Cocoa Beach, Florida 32931  
Phone: (321) 433-4470

GRANTEE:  
Contact information listed on GRANTEE's application.

#### **XII. Effective Date**

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

#### **XIII. Entirety, Construction of Agreement, and Counterparts**

The grant guidelines, application, Clerk to the Brevard County Board of County Commissioners memorandum ("Clerk's Memo"), any included exhibits or required documentation and the grant

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

#### **XIV. Foreign Disclosures.**

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

### **15.0 GRANT AWARD**

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



## FY 2024-2025 Cultural Event Grant Program application

### 1) Contact Information **\*required\***

Name of organization: \_\_\_\_\_  
Primary contact name: \_\_\_\_\_  
Primary contact title: \_\_\_\_\_  
Primary contact telephone number: \_\_\_\_\_  
Primary contact mobile phone: \_\_\_\_\_  
Organization street address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip: \_\_\_\_\_  
Primary contact email address: \_\_\_\_\_  
Organization website URL: \_\_\_\_\_

### 2) Additional Contract Information **\*required\***

Secondary contact name: \_\_\_\_\_  
Secondary contact email address: \_\_\_\_\_  
Secondary contact telephone number: \_\_\_\_\_  
\_\_\_\_\_

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

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

☐ Non-profit or not-for-profit

☐ For profit

☐ Other - please be specific: \_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

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

- *Expenditures before or after the grant period;*
- *Lobbying or attempting to influence federal, state, or local legislation;*
- *Bad debts, contingencies, fines and penalties, interest, other financial costs and costs of litigation or tuition;*
- *Plaques, awards, scholarships, gift cards, prize money or certificates;*
- *Items for resale*
- *Projects which are restricted to private or exclusive participation;*
- *Regranting (using County funds to underwrite local grants programs);*

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- *contributions and donations;*
  - *any other expenditure not authorized by Chapter 112 of the Florida Statutes or Brevard County Codes and Policies or any other law.*

☐ Artistic Services

☐ Marketing/Advertising (Brevard County)

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

☐ Materials/Supplies

☐ Other General Operating Costs

☐ Staff/Personnel

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

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

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

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

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

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

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

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

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

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

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

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

**What is your Facebook address?** \_\_\_\_\_

**What is your Instagram handle?** \_\_\_\_\_

**What is your Twitter address?** \_\_\_\_\_

**What is your YouTube address?** \_\_\_\_\_

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

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

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

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

*The Operating Budget template is provided for you on the first page of the application. Please download the template, complete it and upload it here. You will be asked to itemize revenue & expenses for the proposed event/season, provide your most recent event/season actuals and to itemize how you intend to spend the money if you receive funding for the FY 2024-2025 cycle.*

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

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



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

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

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

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Applicant Organization Name: \_\_\_\_\_

Applicant Event Name: \_\_\_\_\_

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

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

\_\_\_\_\_

Peter Cranis, Executive Director