



**BREVARD COUNTY
TOURISM DEVELOPMENT OFFICE**

Criteria

MARKETING SUPPORT PROGRAM

Fiscal Year ~~2025-2026~~ 2026-2027

MARKETING SUPPORT PROGRAM

Fiscal Year ~~2025-2026~~ 2026-2027

1.0 INTRODUCTION & BACKGROUND

This program 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)(5)a(6) of the Brevard County Code of Ordinances.

The Marketing Support Program will provide support to events and year-round programming. The Tourist Development Council, and the Board of County Commissioners will review and approve the final support amounts. Funds will be allocated from Fund 1446 Cultural Fund and 1441 Marketing Fund to support the program. For qualified events or year-round programming, the Marketing Support Program will provide out-of-county advertising and marketing by the TDO and/or defray the cost of renting event venues or facilities operated by Brevard County. Or in the case of an event that does not require or want out-of-county advertising and marketing, a reimbursement (with proper supporting documentation) will be available in the amount of eligible funding as designated in Section 6.0.

~~Additionally, each County Commission district office will may receive funds to allocate, if they so choose, to organizations that applied to the program but did not meet the minimum attendance. Award amounts must not exceed the minimum awards amounts in Section 6.0 and each district office may grant up to two organizations. This is to be Selections for the County Commission district awards must be approved by the Brevard County Board of County Commissioners no later than September 30, 2026, and are only for events/year round programming for future events.~~

~~Organizations~~ Organizations must meet or exceed the event criteria and metrics and comply with all provisions of this grant to receive this grant support; ~~only exceptions are the County Commission district awards. All and~~ events must occur between October 1, 202~~5~~6, and September 30, 202~~6~~7.

2.0 STATEMENT OF APPLICANT RESPONSIBILITY

Please read this entire document carefully.

The Tourism Development Office (TDO) will review the submitted applications when the deadline closes to determine if the application is complete and has met the criteria for support. If the request is deemed eligible and has met all the criteria, support will be awarded according to the Support Amount Tier in Section 6.0. The Support Amount Tier is determined by out-of-county attendance (for Sports- the per room night calculation as determined by the Tourism

Development Office) for events and year-round programming. Once the eligibility level has been determined, the organization will be notified. The event organizer/organization is bound by these Criteria and the County's Terms and Conditions. Should a GRANTEE receive grant funds for year round programming and the business or organization closes, ceases or suspends business operations for more than thirty (30) days during the fiscal year in which funds were received, the GRANTEE shall return and remit all funds received under this grant to the GRANTOR within thirty (30) days of the closure or suspension. ~~If a Cultural the event is cancelled or postponed and the event already has already received marketing campaign support, the organization may be restricted for applying for support in future years the need for the organization to reimburse the TDO will be determined on a case-by-case basis. partial~~ If a Sports or Cultural event is cancelled or postponed and they received field/facilities cost support, those costs from the GRANTEE must be remitted to the COUNTY within thirty (30) days of the cancelled or postponed event. Incomplete or incorrect requests will not be accepted and will not be considered for support. Organizer/organizations GRANTEE's must comply with deadlines set by TDO staff for submitting event information and assets for marketing campaigns or support will not be able to be provided. ~~Applications that arrive after the due date will not be reviewed or considered.~~ If you have any questions, please contact Deborah Webster at Deborah.Webster@VisitSpaceCoast.com.

3.0 ANTI-LOBBYING

All applicants are restricted from lobbying Tourist Development Council members, TDC sub-committee members, or TDO staff from the time the request window is open until final determination of support. Applicants may not attempt to influence their deliberations to secure support, either verbally or in writing. Any questions concerning support or the process from either applicants or committee members should be directed to the designated staff at the Tourism Development Office.

4.0 PROCESS AND KEY DATES

The FY ~~2025-2026~~ 2026-2027 Marketing Support Program will provide out-of-county advertising/marketing support for qualified events or year-round programming and/or defray the costs of renting event venues or facilities operated by Brevard County. Or in the case of an event that does not require or want out-of-county advertising/marketing, a reimbursement (with proper supporting documentation) will be available in the amount of eligible funding as designated in Section 6.0. ~~Additionally, each County Commissioner district office will may receive funds to allocate, if as they choose, to organizations/events that applied to the program but did not meet the minimum attendance. A (award amounts must not exceed the minimum awards amounts in Section 6.0 and each district office may grant up to two organizations). This is to be approved by the Brevard County Board of County Commissioners. Organizations must meet or exceed the event criteria to receive this grant support, only exceptions are the County Commission district awards. All and~~ events must occur between October 1, 202~~6~~5, and September

30, 20276.

March 256, 20265	FY20265-20276 Marketing Support Program TDC for recommendations
May 19 April 22, 20265	FY20265-20276 Marketing Support Program Criteria & Application to BoCC for approval
May 214, 20265	FY20265-20276 Marketing Support Program application window opens
May 214, 20265	FY20265-20276 Online Non-Mandatory Information meeting at 10ams & 1pm
June 229, 20265	FY20265-20276 Marketing Support Program application window closes at 9am ET
July 223, 20265	TDC for review & funding recommendations
August 4 12, 20265	BoCC for final approval
September 30, 20276	Program ends and final reports due

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

The Tourism Development Office will oversee the Marketing Support Program. The TDC will review and recommend approval of the program Criteria, Application, and Support Tier Amounts and the Brevard County Board of County Commissioner will approve the Criteria and Application. The program will be administered by the Tourism Development Office (TDO). In the event that the total applicants' support exceeds the total budget for the Marketing Support Program, support awards may be reduced proportionately in order to stay within the total budget amount allocated to the program.

5.0 ELIGIBILITY

The primary purpose of the Marketing Support Program is to promote Brevard County as an event destination and to attract out-of-county visitors. For qualified events or year-round programming, the Marketing Support Program will provide out-of-county advertising and marketing by the TDO and/or defray the cost of renting event venues or facilities operated by Brevard County. Or in the case of an event that does not require or want out-of-county advertising and marketing, a reimbursement (with proper supporting documentation) will be available in the amount of eligible funding as designated in Section 6.0. ~~Additionally, each County commission district office will receive funds to allocate as they chose to organizations/events that applied to the program but did not meet the minimum attendance (award amounts must not exceed the minimum awards amounts in Section 6.0 and each district office may grant up to two organizations). This is to be approved by the Brevard County Board of County Commissioners.~~ These events/year-round activities can be categorized as the following:

- Events for organizations - single day and multi-day festivals, fairs, sports tournaments & events, etc.
- Year-round programming for arts & cultural organizations – that operate year-round such as: theaters, symphonies, concerts, museums, etc.

To qualify for the FY 202~~65~~-202~~76~~ Marketing Support Program, the event/year-round programming must meet all of the following criteria:

1. In order to be eligible for the FY 202~~65~~-202~~76~~ cycle, organizations must complete and submit a FY 202~~65~~-202~~76~~ Marketing Support Program application
2. Each event/year-round programming ~~must should~~ attract a minimum of 5,001 out-of-county attendees for Cultural events/year-round programming and Sports- the per room night calculation as determined by the Tourism Development Office.
3. The event/year-round programming must have at least one (1) year of relative prior event/year-round programming experience for measurement
4. Events/year-round programming must be held at an ADA-compliant facility and must be conducted in compliance with current ADA guidelines
5. All events/year-round programming supported by the Brevard County Board of County Commissioners must be suitable for viewing by people of all ages and non-political in nature.
6. Marketing and other support will be given in preference to organizations operated in Brevard County before those outside of Brevard County.
7. If an event is canceled or relocates outside Brevard County after the Notice of Award has been fully executed and reimbursement is complete, the reimbursement amount must be returned to Brevard County and no other funds may be requested. Likewise, if a Brevard County organization providing year-round programming closes or relocates outside Brevard County within the grant cycle, all or a portion of any reimbursements must be returned to Brevard County and no further reimbursements may be requested.
- 7.8. A Brevard County Commissioner may choose to award up to two grants up to for a total amount of \$20,000.00, the maximum award (per Section 6.0) shall not exceed \$12,500, to applicants who have not met the required attendance numbers. Such award is subject to approval by a majority vote of the Board of County Commissioners. Should an applicant receive an award under this provision, the applicant must still comply with all other conditions of the gGrant including competition of an application and all required supporting documents-

Organizations may submit only one application per event.

To be considered for this program, the event/year-round programming must be held in-person with in-person attendees, with the goal of attracting out-of-county visitors to Brevard County. Virtual events or media outlets will not qualify for this support. To be considered for this support at least 5,001 attendees must be from out-of-county. The out-of-county attendee measurement

shall be conducted by TDO staff as a combined effort of an online tracking tool and/or organization's verified ticketing system.

To be eligible to apply for participation in the Marketing Support Program an organization must:

- a. Submit required documentation - Certificate of Insurance and associated Endorsement pages (COI), ~~if requested~~, proof of incorporation in the State of Florida, registration of E-Verify and most recent 990 form.
- b. Be incorporated for a minimum of two (2) years as a 501(C)(3), or a for-profit business.
- c. Have held the event/year-round programming in the same space for at least one (1) year.
- d. Organizers must fully cooperate with TDO staff on any requests for guest information, surveys, and any other information.

6.0 AVAILABLE FUNDS

Funds may be available for the fiscal year ~~2026~~-~~2027~~ Marketing Support Program to support events/year-round programming in Brevard County that attract out-of-county visitors. This program is on an annual cycle only.

For ~~FY2026-2027~~~~FY 2025-2026~~ the Marketing Support Program will provide up to \$500,000, or available unincumbered funds, whichever is lower, from the Cultural Fund (1446) (funds to be moved into the 1441 Marketing Fund). Also, up to \$240,000 may be used from 1441 Marketing Fund in addition.

Support Amount Tiers

Cultural-

# of Out-of-County attendees (as determined by cellular data)	Funding (up to....)	Program
District Office Awards	Up to \$20,000	Marketing Support Program
5,001 – 10,000	\$12,500	Marketing Support Program
10,001 – 25,000	\$17,500	Marketing Support Program
25,001 – 50,000	\$22,500	Marketing Support Program
50,001+	\$45,000	Marketing Support Program

Sports-

Sports funding awards will be calculated at \$15 per room night. An event must meet the eligibility requirements in Section 5.0 and have a minimum of 250 room nights. Maximum funding per event is \$25,000. Room night counts will be determined by the Sports

Commissioner from prior years' data and TDO staff analysis. Sports events not achieving the room night number will have their award reduced to equal the actual number of room nights multiplied by \$15.

The Marketing Support Program will provide support to events and year-round programming by three categories to be chosen by the organization after they have been awarded funding. Organizations may allocate their award funds as they desire by the following categories:

Category #1 - For qualified events or year-round programming, the Marketing Support Program will provide out-of-county advertising and marketing by the TDO staff. Applicants may direct all or a portion of their award amount for the Marketing Support campaign. TDO staff will select, place and pay for advertising/marketing for organizations as determined by Support Amount Tiers above. Organizations may select the events to be included in their MSP campaign but may not exceed three events. All Marketing Support campaign allocations are a minimum of \$5,000 to participate.

The TDO Marketing staff will meet with organizations to gather information, create a campaign plan and present proposed campaign to the organization for their approval. TDO will select media partners and place out-of-county advertising and marketing for each eligible organization per the organization awarded funding amount.

Organizations/organizers must cooperate with TDO staff and meet all deadlines for receiving requested items, if organizations/organizers do not supply items by the deadline there is no guarantee of full marketing support. Support is contingent on event organizers supplying requested event information to TDO ninety (90) days prior to the event date. The TDO will work with the organizers, gain approvals, and execute the plan. See Section 6.0 for details on the Support Amount Tier packages.

Category #2 – For qualified events ~~/or~~ year-round programming, the Marketing Support Program will defray the cost of renting event venues or facilities operated by Brevard County. Applicants may direct all or a portion of their awarded funding amount to defray the cost of renting event venues or facilities operated by Brevard County. TDO staff will coordinate and pay on behalf of organizations for support amount as determined by Support Amount Tiers above. ~~based on~~ Sports awards will to be determined by the Sports Commissioner from prior years' data and TDO staff analysis and maybe allocated to defray field and facilities operated by Brevard County.

Category #3 – For qualified events /year-round programming that do not require or want out-of-county advertising and marketing (i.e. invitationals, championships, all-stars, etc.), a reimbursement (with proper supporting documentation) will be available in the amount of eligible funding as designated in Section 6.0. This will be coordinated by the TDO staff and the organization.

~~The TDO Marketing staff will select media partners and place out of county advertising and marketing for each eligible organization as per the Support Amount Tier table above. TDO staff will execute a plan and purchase appropriate advertising and marketing up to the awarded support amount. TDO staff will coordinate with the organizations that wish to utilize the option to defray rental costs for event venue or facilities operated by Brevard County and/or those eligible for the sports sponsorship.~~

The Tourist Development Office reserves the right to cancel/withdraw funding to this program at any time without cause. Organizations submit applications at their own cost and risk, without expectation of or reliance of receiving support. Funding amounts are based on Tourism Development Council recommendations and may be reduced based on available funding and the number of events receiving support. Annual funding of this program is subject to the Brevard County budgeting approval process, [approval by the Board of County Commissioners](#), and adequate receipt of Tourist Development Tax revenues within the Cultural fund.

~~Organizations/organizers must cooperate with TDO staff and meet all deadlines for receiving requested items, if organizations/organizers do not supply item by the deadline there is no guarantee of full marketing support. Support is contingent on event organizer supplying requested event information to TDO 90 days prior to the event date. The TDO will work with the organizers, gain approvals, and execute the plan before the event. See Section 6.0 for details on the Support Amount Tier packages.~~

7.0 ELIGIBLE USE OF FUNDS

Funds must be used for the event or year-round programming as proposed in the applicant's submitted application, as well as the Notice of Award agreement.

- ~~• 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~~ Allowable costs within the grant period specified on the application and/or the period specified by the Brevard County Budget Department; and,
- ~~They are~~ Allowable costs that are approved solely for the purposes of the event or year-round programming and can be easily identified as such.
- Cost of equipment directly involved with the event such as staging, sound system, etc.
- Cost of traffic related expenses

- Cost of fields & facilities
- Cost of entertainment, performers, etc.
- Cost of marketing/advertising outside of Brevard County
- Cost of local signage for the event, banners, etc.
- Cost of first responders support for that event, etc.

Non-Allowable Costs:

- 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
 - 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;
 - Re-granting (using County funds to underwrite local grants programs) contributions and donations;
 - Any other expenditure not authorized by Chapter 125 of the Florida Statutes or Brevard County Codes and Policies or any other law.

8.0 APPLICATION SUBMITTAL PROCEDURES

The Marketing Support Program application may only be submitted electronically through an online portal link that will be available to interested organizations on May ~~211~~, 202~~65~~.

A ~~non~~-mandatory information meeting will be conducted for Cultural and Sports on May ~~211~~, 202~~65~~. ~~The application deadline is no later 9am June 9, 2025 to be considered for support.~~

If you have questions about the application or program, please make them in writing to Deborah Webster at Deborah.Webster@VisitSpaceCoast.com until the application deadline.

CULTURAL

Topic: Marketing Support Program – Cultural
Time: May 214, 20265, at 10AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/89305144076?pwd=scAXA4jT7c5aal1z3l5Y4vw4jfmtnH.1>

Meeting ID: 893 0514 4076

Passcode: 998190

SPORTS & CULTURAL

Topic: Marketing Support Program – Sports & Cultural
Time: May 214, 20265, at 11PAM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/89758931138?pwd=LEN5fggMPOsDKVIG6jWdPaAnSPWB2h.1>

Meeting ID: 897 5893 1138

Passcode: 362689

9.0 EVALUATION CRITERIA AND APPROVAL PROCESS

On the close of the application window, Monday, June 229, 2025, 9am EST, TDO staff will receive and review all applications to ensure they have met eligibility for the program:

1. Applications must be submitted by the deadline; no later arrivals will be accepted.
2. Applications must be complete and contain all required information.
3. Applications are for eligible events/year-round programming only.
4. Applications must meet the minimum out-of-county visitor requirements.
- ~~5. TDO staff will review the applications for eligibility and have direction and authority to disqualify those who do not meet the minimum requirements.~~
- 6.5. TDO staff will create a worksheet listing all received applications who meet the minimum requirements and eligibility. Support amounts will be assigned to each organization as per Section 6.0 Available Funds.

~~7.6.~~ Eligible applicants will be sent to the Tourist Development Council and the Board of County Commissioners for review and approval of recommended funding levels. The Board of County Commissioners may choose to increase or decrease the amount recommended by the TDC.

10.0 REPORTING REQUIREMENTS

For ~~FY 20265-20276~~ cycle, Sports applicants are required to complete one final event report. Applicants will be ~~provided~~provided with a reporting link to complete the final report ~~within~~by 30 days after the completed event or by September 30, 202~~76~~76. Cultural applicants will be issued a final report from the TDO team.

11.0 CREDIT & LOGO

Event/year-round programming organizers must agree to prominently place the Space Coast Office of Tourism logo on all marketing materials, advertising, website, and other marketing-related communications promoting the event/year-round programming, including display advertising, printed collateral, email marketing, etc. 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 as well as high resolution vector logos to be included in event materials. Additionally, the following language should be included in all marketing materials as space allows;

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

Logos are available for download at <https://tinyurl.com/SpaceLogo24-25> or may be request via an email to marketing@visitspacecoast.com.

12.0 GRANT REIMBURSEMENT REQUESTS

The funds for these reimbursements 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 agreement. Also, note all Tourism

Development Office Grants are reimbursement based. They ARE NOT direct vendor payments or pre-payments.

All documents and invoices provided will become subject to Public Records laws. All documents submitted for reimbursement must have all sensitive information redacted or documents will not be accepted.

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

Submit reimbursement requests including supporting documentation within ~~30 days for events that have already occurred and~~ 60 days of the conclusion of the event and no less than quarterly for year-round programming. Failure to submit reimbursement requests on time will forfeit your grant award. for events post signature on the Notice of Award agreement. Deadline for ALL reimbursement requests for FY 2025-26 is close of business Friday, October 2, 2026.

Each Reimbursement Request submission package must contain the following four (4) items (in this order), RRF packets submitted that are not in the proper order as outlined below will not be accepted for payment:

1. The TDO Reimbursement Request Form (RRF), the a provided Excel document, containing the following information.
 - 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 (Invoice/Receipt).
 - 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 (Proof of Payment)-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 (Proof of Item) 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 entertainment or performers
- Photos of first responders support for the event
- Photo of traffic related expenses
- 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, banners to be used at an event 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.

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

When completing your reimbursement request packet, refer to the RRF guide that is given to you when you receive a copy of your fully executed Notice of Award. Incorrect or incomplete RRF packets will not be accepted for payment.

13.0 TERMS & CONDITIONS

By submitting an application for this program, the applicant agrees to be bound by the following terms and conditions should the support be awarded. Failure to strictly adhere to all terms and conditions of the Grant award will result in the AwardeeAWARDEE’s forfeiture of any grant funds received. If the AwardeeAWARDEE has already received funding under this grant and fails to strictly adhere to these grant requirements, the AwardeeAWARDEE shall promptly return all funds under this grant, either received by the AwardeeAWARDEE or spent by the County on behalf of the AwardeeAWARDEE, within thirty (30) days of receiving notification by the County of non-compliance. In the TDO’s sole discretion, the TDO may allow the AwardeeAWARDEE to cure the deficiency and receive funding under this grant. Should AwardeeAWARDEE fail to return this funding within this timeline, the County may pursue legal action to recover these funds, including but not limited attorney’s fees and litigation costs associated with this recovery of funds.

In the case of an ownership change or reassignment mid-cycle, funding is not transferable. Reallocation of awarded funding will require Board approval with new entity to issue a new Notice of Award, meet all insurance requirements and submit supporting documentations may be possible and can be addressed on a case-by case-basis.

The terms ~~County~~ COUNTY shall mean the Brevard County Board of County Commissioners acting through the TDO and ~~Awardee~~ AWARDEE means the Applicant. The term Parties means both the County and Awardee.

This program is contingent upon the availability of applicable ~~T~~ourist ~~D~~evelopment ~~T~~ax funds and subject to any limitations provided by Section 125.0104(5)(a)3., Florida Statutes, and Section 102-119(3)a, (5), and (6) of the Brevard County Code, as either may be amended from time to time. Should funds no longer be available, the COUNTY shall provide written notice to the AWARDEE. This program and funding are not a lien, either legal or equitable, on any of the COUNTY's non-tourist development related revenues.

As a condition for receiving support under this program, the AWARDEE certifies that it has ~~appropriate-conducted~~ criminalsex offender and/or sexual predator background screening and has procedures in place to evaluate any employee, contractor, subcontractor, agent, representative or volunteer supported by this funding who is expected to have unsupervised access to or direct substantial contact with at-risk populations. The AWARDEE certifies ~~(within the application and again by signing the Notice of Award)~~ 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 program, 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 program and the COUNTY may treat the AWARDEE's failure or refusal to perform the requirements herein as grounds for immediate termination of funding. Such termination is effective upon the AWARDEE's receipt of a Notice of Termination from the COUNTY. Upon termination, COUNTY has no further obligations to AWARDEE. If the AWARDEE 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 program, 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 AWARDEE will be barred from receiving future County-sponsored funding.

~~In order to~~ adhere to the above background screening protocols, applicants must certify ~~by signature~~ that they will comply with this directive within the application. Additionally, a background screening form will be provided to you from TDO staff for GRANTEE's to list all individuals associated with your event/year-round programming and keep for your files. This form will be sent to you with your fully executed Notice of Award. You are required to ~~check on~~ verify each person's status within your organization (employee, contractor, subcontractor, agent, representative) who are present at your event/year-round programming through the National Sex Offender website (<https://www.nsopw.gov/>). ~~For each individual you will~~ Additionally, you must provide the ~~County~~ COUNTY with a notarized affidavit, signed under penalty of perjury ~~certify that you have~~ certifying checked that you have verified the status of any employee, contractor, subcontractor, agent, representative of their ~~eir~~ status by your signature and ~~date~~ status and that these individuals -are not a sexual predator (as defined in section 775.21, Florida Statutes) or sexual offender (as defined in section 944.606, Florida Statutes). This affidavit will be provided to you from TDO staff at time of your Notice of Award. In addition, you must take a screen shot of each person's status and retain in your files as supporting documentation and evidence of your compliance with this screening. The ~~and~~ notarized affidavit must be emailed to the TDO office within ten (10) business days prior to your event and for year-round programming the completed form is due ten (10) business days after you receive your fully executed Notice of Award and again quarterly (December 1, March 1, June 1 and September 1) for new individuals (employee, contractor, subcontractor, agent, representative) during the year. Organizations must retain all supporting documents (screen shots of individual status) in your files with the background screening form as evidence to be submitted to the TDO for audit upon request. Failure to submit a ~~and~~ notarized affidavit ten (10) days prior to your event or as scheduled as a year-round programming will be regarded as non-compliance and forfeiture of your ~~awarded grant~~ funding.

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

I. 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 program is governed according to the laws of the State of Florida.

AWARDEE 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 support shall be construed as a waiver by COUNTY of any requirements for local permits, fees, and licenses.

AWARDEE 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 support shall be interpreted or construed to make AWARDEE, or any of its agents, or employees to be the agent, employee or representative of the COUNTY.

AWARDEE 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 support without written consent from Brevard County. This does not prevent AWARDEE from using, reserving, or renting Brevard County facilities. The waiver by COUNTY of any of AWARDEE's obligations or duties under this support shall not constitute a waiver of any other obligation or duty of the other Party under this support, nor shall a waiver of any such obligation or duty constitute a continuing waiver of that obligation of duty.

This support shall not obligate or make COUNTY or AWARDEE liable to any Party other than the Parties. Oversight of any AWARDEE staff will be the responsibility of AWARDEE.

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

II. Indemnification and Hold Harmless

AWARDEE shall indemnify, defend, and hold harmless COUNTY for the negligent acts and omissions of AWARDEE's own employees and agents in the performance of event or activity sponsored by this support, 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. AWARDEE expressly agrees that COUNTY has no liability to AWARDEE for AWARDEE's event or activity or AWARDEE's operation. Nothing in this support 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 COUNTY's sovereign immunity protection as set forth in section 768.28, Florida Statutes. The Parties acknowledge specific consideration has been exchanged for this provision.

III. Assignment of Agreement

AWARDEE shall not assign any portion of this support without the written permission of COUNTY. All conditions and assurances required by this support are binding on the Parties and their authorized successors in interest.

IV. Insurance

If you are awarded support under this program, you will be required to procure and maintain, at your own expense and without cost to the COUNTY, policies on insurance known as General

Liability Insurance covering the Contractor against any and all claims, demands and causes of action whatsoever for injuries received and damages to property in connection with the use, occupation, management or control, including errors and omissions coverage upon TDO request. Depending on the event sponsored, the TDO may require additional insurance. Award recipients shall provide TDO staff with a Certificate of Insurance (COI) upon request for required documentation to complete the Notice of Award, prior to October 1, 2024, for year-round programming and 130 business days prior the event beginning. 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. Failure to submit your correct COI 10 business day prior to your event will result of forfeit of your awarded funding. The following items with the exact language are required of each COI;

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

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

AWARDEE agrees to procure and maintain, at its own expense and without cost to COUNTY, 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 notice to the AWARDEE. 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 AWARDEE 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. AWARDEE will provide certificates of insurance to COUNTY demonstrating that the insurance requirements have been met prior to the commencement of work under this program.

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

VI. Termination

If either Party fails or refuses to perform any of the provisions required under the program Criteria, application, or otherwise fails to timely satisfy the program provisions, either Party may notify the other Party in writing of the nonperformance and terminate the support or such part of the program 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, COUNTY has no further obligation to AWARDEE.

VII. Right to Audit Records

In performance of the event or activity under this program, AWARDEE shall keep books, records, and accounts of all activities related to this support, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by AWARDEE in conjunction with and their performance or shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by AWARDEE for a period of five (5) years after the end of the program period, unless returned to COUNTY sooner.

VIII. Scrutinized Companies

A. The AWARDEE 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 award at its sole option if the AWARDEE or its Subcontractors are found to have submitted a false certification; or if the AWARDEE, or its Subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the program period.

B. If this support is for more than one million dollars, the AWARDEE 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 support at its sole option if the AWARDEE, its affiliates, or its Subcontractors are found to have submitted a false certification; or if the AWARDEE, 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 program.

D. The AWARDEE agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this program.

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. Public Records Disclosures

AWARDEE agrees that Florida has broad public disclosure laws, and that any written communications with AWARDEE, to include emails, email addresses, a copy of this program, and any supporting documentation related to this program 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 AWARDEE's records relating to the acceptance and use of the COUNTY funding are public records that may be subject to production upon request. The AWARDEE agrees to keep and maintain these public records until completion of the event or activity. Upon completion, AWARDEE may continue to retain the public records for five years, or transfer, at no cost, to the COUNTY, any public records in its possession in an electronic format readable by COUNTY.

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

AWARDEE agrees that COUNTY will consider all documentation submitted to Brevard County related to this program may be subject to public records disclosure.

IF AWARDEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AWARDEE'S DUTY TO PROVIDE PUBLIC RECORDS 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.

X. Notices

Any notices required or permitted by this program 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:

COUNTY:

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

AWARDEE:

Contact information listed on AWARDEE's application.

XI. Foreign Disclosures

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