

**GRANT AGREEMENT BETWEEN  
THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS  
AND FLORIDA SPORTS FOUNDATION, INC FOR  
TDC SPORTS GRANT**

**THIS GRANT AGREEMENT** (hereinafter the "Agreement") is made and entered under the authority of Section 125.0104(5)(a)3., Florida Statutes, by and between the Grantor, the Board of County Commissioners of Brevard County Florida, a political subdivision of the State of Florida (hereinafter referred to as "GRANTOR"), and the Grantee, FLORIDA SPORTS FOUNDATION, INC, a Florida Not for Profit Corporation, (hereinafter referred to as the "GRANTEE").

**RECITALS**

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

**WHEREAS**, pursuant to Section 125.0104(5)(a)3., Florida Statutes, and Section 102-119(3)a, (5)a and (6)a. of the Brevard County Code of Ordinances, the GRANTOR may authorize Tourist Development Tax funds to be expended for an activity, service, venue or event if the activity, service, venue or event has as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists; and

**WHEREAS**, pursuant to the GRANTOR's Sports Tourism Grant Program for FY20-21, on October 28, 2020, the Tourism Development Council recommended the GRANTEE's Project entitled Florida Sports Foundation Senior Games for a \$12,000.00 Sports Tourism Grant to reimburse GRANTEE for its costs to complete the approved sporting event; and

**WHEREAS**, the Board of County Commissioners approved the Grant on November 10, 2020.

**NOW, THEREFORE**, both Parties agree as follows:

1. **Recitals.** The Recitals above are true and correct and incorporated into this Grant.
2. **Description of Project.** The Florida Sports Foundation Senior Games are a multi-day sporting event to include bowling, golf, power walking, race walking, a 5k road race, swimming and track and field, taking place from December 3, 2020 – December 14, 2020, throughout multiple locations in Brevard County.

### 3. Grant Award and Findings.

a) Grant and Term. GRANTOR awards GRANTEE a grant in the amount of \$12,000.00, on a reimbursement basis to reimburse GRANTEE for expenditures that directly support the event's site or facility fees, required sports personnel (i.e. referees), programming expenses, paid advertising, marketing and media buys outside of Brevard County, equipment rentals, rights and/or sanction fees for the governing body of the sport, and non-monetary awards (such as medals, ribbons, plaques, etc...). The grant term is October 1, 2020 to September 30, 2021. The Parties agree that all portions of the project occurring prior to the execution of this Grant are subject to the terms of this Grant.

b) In approving this grant, the GRANTOR finds that this grant is a proper purpose which may be expended from either 25% of the first 2 pennies, from the applicable portion of the 4<sup>th</sup> penny, or from the 5<sup>th</sup> penny levied as Tourist Development Tax funds because the primary purpose of the GRANTEE's Florida Sports Foundation Senior Games is to promote tourism in Brevard County by expending funds for an activity, service, venue or event that has as one of its main purposes the attraction of tourists as evidenced by its promotion to tourists, which is an authorized purpose under section 125.0104(5)(a)3, Florida Statutes and Section 102-119 (3)a, (5)a, and (6)a. of the Brevard County Code of Ordinances.

c) This Agreement 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 Agreement shall be used only for eligible activities as outlined in the grant guidelines attached hereto as **Exhibit A**, and in accordance with State and Local law, and this Agreement.

### 4. Payment Procedures.

a) For work performed by GRANTEE during the grant term, the GRANTEE must submit adequate documentation within sixty (60) days after the completion of the event and must be done so according to the payment procedures outlined in **Exhibit B**. If the event occurs near the end of the fiscal year, request for reimbursement must be received by no later than the 2<sup>nd</sup> Friday of October 2021. The Parties agree the GRANTOR has no obligation to reimburse expenses and GRANTOR has no further obligation under the grant to GRANTEE if any of the above requirements are not fulfilled by the GRANTEE.

b) If a question arises as to the sufficiency of the GRANTEE's documentation, the Parties agree that the Executive Director of Brevard County Office of Tourism shall make the final determination on whether or not the documentation is sufficient to support payment of the grant.

c) Funds are only eligible for reimbursement as proposed in the GRANTEE's application. 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.

5. **Promotion & Reporting Requirements.**

a) The Parties agree that both Parties may advertise, promote or otherwise list this Project in either Party's promotional materials.

b) To be eligible for payment the GRANTEE must submit a completed Post-Event Report within 60 days after the completion of the event. The report must include tracking statistics regarding out-of-town visitors and their overall impact on the local economy, particularly on transient lodging facilities and occupancy. Failure to submit a complete post-event report will result in non-payment.

c) Room Night Tracking. Hotels secured for the event and venues/facilities used for the event must be located within Brevard County. Grantee is projecting 800 total room nights, and GRANTEE will submit a room night report indicating the total number room nights booked without any personally identifiable information on it. Grantee will also submit, if available, the hotel or lodging generated room night verification report or booking logs for the rooms which may be validated with the lodging facility.

6. **Miscellaneous Provisions.**

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

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

c) The Parties agree that, in the case of a dispute, the Parties will first work to resolve the dispute informally. 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 Agreement is governed according to the laws of the State of Florida.

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

e) GRANTEE shall perform the services independently under this Agreement and nothing contained in this Agreement shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement 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.

f) 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 agreement without written consent from Brevard County. This does not prevent GRANTEE from using, reserving, or renting Brevard County facilities. GRANTEE agrees it shall not knowingly engage the services of any person who is an unauthorized alien worker, thus constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324e (Section 274A(e) of the Immigration and Nationality Act "INA"). GRANTOR shall consider GRANTEE's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

g) The waiver by the GRANTOR of any of GRANTEE's obligations or duties under this Agreement shall not constitute a waiver of any other obligation or duty of the other party under this Agreement, nor shall a waiver of any such obligation or duty constitute a continuing waiver of that obligation of duty.

7. **Indemnification and Hold Harmless.** The GRANTEE shall indemnify, defend, and hold harmless Brevard County for the negligent acts and omissions of the GRANTEE's own employees and agents in the performance of this Agreement, 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 Project. The GRANTEE expressly agrees that Brevard County has no liability to the GRANTEE for GRANTEE's operation of the Project. The GRANTOR's indemnity and liability obligations hereunder shall be subject to the 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 Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of the GRANTOR's sovereign immunity. The Parties acknowledge specific consideration has been exchanged for this provision.

8. **Amendment, Assignment of Agreement.** Amendments to this Agreement may be initiated by either Party. Amendments shall be formally ratified and approved by written amendment to this Agreement by both Parties. The GRANTEE shall not assign any portion of this agreement without the written permission of GRANTOR. Any subcontracted services by GRANTEE shall be the sole responsibility of GRANTEE.

9. **Insurance.** GRANTEE agrees to procure and maintain, at its own expense and without cost to GRANTOR, a General 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 this Grant. GRANTEE agrees to provide errors and omissions coverage upon GRANTOR request. GRANTEE must list the Brevard County Board of County Commissioners as an additional insured and will provide certificates of insurance to

GRANTOR no less than thirty (30) days prior to the event date demonstrating that the insurance requirements have been met prior to the commencement of the program 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.

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

11. **Conditionality of funding.** After execution of this Grant agreement, the GRANTOR will endeavor to fully fund the grant, but reserves the right to withdraw some or all funding to this Grant at any time should GRANTOR's actual receipt of applicable tourist development tax decline for any reason. GRANTOR will notify GRANTEE in writing as soon as practicable should this situation occur. Additionally, GRANTOR may reimburse GRANTEE for a lesser Grant amount if GRANTEE does not meet at least 80 percent of its room night projections.

12. **Right to Audit Records.** In performance of this Agreement, GRANTEE shall keep books, records, and accounts of all activities related to this Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by GRANTEE in conjunction with this Agreement and the performance of this Agreement 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 termination of this Agreement, unless returned to GRANTOR upon completion of the contract.

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

Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. 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 contract. Upon completion of the Agreement, 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 Agreement, GRANTEE will forward any such request to the GRANTOR. GRANTOR will respond to any public records request. Upon request, as to records in the GRANTEE possession, GRANTEE will provide access or electronic copies of any pertinent public records related to this Agreement 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, 430 BREVARD AVENUE, SUITE 150, COCOA, FLORIDA 32922, PHONE (321) 433-4470.**

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

GRANTEE:  
FLORIDA SPORTS FOUNDATION, INC  
Angela Suggs,  
Executive Director  
101 North Monroe St.  
Tallahassee, FL 32301  
Phone: 850-57-7206

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

15. **Effective Date.** This Agreement shall be effective on the last day the Parties execute this Grant Agreement (the “Effective Date”) and the Parties shall commence the performance of their obligations under this Agreement as of such date.

16. **Entirety, Construction of Agreement, and Counterparts.** This Agreement represents the understanding between the Parties in its entirety and no other agreements, either oral or written, exist between the GRANTOR and the GRANTEE. The Exhibits are attached and incorporated into this Agreement by this reference. The Parties acknowledge that they fully reviewed this agreement and had the opportunity to consult

with legal counsel of their choice, and that this agreement shall not be construed against any party as if they were the drafter of this Agreement. This Agreement may be executed in counterparts all of which, taken together, shall constitute one and the same Agreement. GRANTEE warrants that it is possessed with all requisite lawful authority to enter into this Agreement, and the individual executing this Agreement is possessed with the authority to sign and bind GRANTEE. All conditions and assurances required by this Agreement are binding on Parties and their authorized successors in interest.

**17. 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 Contract 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 Contract.

B. If this Contract 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 Contract 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 contract.

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

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.

**18. e-Verify.**

A. The GRANTEE shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the GRANTEE during the term of the contract. GRANTEE shall provide acceptable evidence of their enrollment at the time of the submission of the GRANTEE's bid. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.

B. GRANTEE shall expressly require any Subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the term of this Contract.

- C. GRANTEE agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its Subcontractors as provided above, and to make such records available to the COUNTY consistent with the terms of GRANTEE's enrollment in the program. This includes maintaining a copy of proof of GRANTEE's and any Subcontractors' enrollment in the E-Verify Program.
- D. Compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach of this Contract.
- 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.

(Signature Page Follows)



Each Party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that Party to the obligations stated herein.

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

**GRANTOR**

BREVARD COUNTY ATTORNEY'S OFFICE

BREVARD COUNTY  
SPACE COAST OFFICE OF TOURISM

\_\_\_\_\_  
Christine M. Schverak, Esq.,  
Assistant County Attorney

\_\_\_\_\_  
Peter Cranis, Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**GRANTEE**

FLORIDA SPORTS FOUNDATION, INC.

\_\_\_\_\_  
Matt Guse, Vice President of Operations

\_\_\_\_\_  
Date

# EXHIBIT A



## **BREVARD COUNTY OFFICE OF TOURISM**

### **Guidelines SPORTS & EVENTS GRANT PROGRAM**

**FY 2020-2021**

# **SPORTS & EVENTS GRANT PROGRAM**

## **FISCAL YEAR 2020-2021**

### **1.0 INTRODUCTION & BACKGROUND**

Tourism Development Council Mission Statement:

"To promote growth, development and quality of tourism in the county; encourage participation by both visitors and residents in tourism related activities, and to act as the primary body to determine direction, goals and policy for use of the tourism tax."

The Brevard County Tourist Development Council is pleased to offer the Sports & Event Grant Program for tourism or sports-related organizations to support and enhance athletic events seeking financial assistance for events held on Florida's Space Coast. The grants are administered by the Sports Committee of the Tourist Development Council. The goal of the grant program is to assist the County in attracting and growing high quality sporting events in order to generate significant economic impact through participant spending. Reimbursement grants up to \$20,000 are available to support events or bids that benefit Florida's Space Coast.

### **2.0 ELIGIBILITY**

The Sports Committee allocates funds from its annual budget to a grant program for Event Owners, Rights Holders, Tournament Directors, Groups and Organizations that coordinate events with a demonstrated history of visitor impact or the significant potential to draw visitors to the area. The Sports & Events Grant Program is administered by the Tourist Development Council with recommendations from the Sports Committee.

<b>Lodging Room Nights</b>	<b>Funding Levels</b>
200 (minimum)	Up to \$5,000
201 - 500	\$5,001 - \$7,500
501 – 1,000	\$7,501 - \$15,000
1,001+	\$15,001 - \$20,000*

Funding is not intended to support administrative costs or non-public events.

Funding is intended to support marketing, promotional efforts, and/or venue or event site rentals.

**Funding may be used for the following:**

- Sports Facilities (i.e. fields, gyms, etc.)
- Required Sports Personnel (i.e. referees)
- Marketing and programming expenses for the event
- Paid advertising, and media buys outside of Brevard County for the event
- Site fees/costs, rentals
- Rights and sanction fees for the governing body of the sport
- Non-monetary awards (medals, ribbons, plaques, etc.)

**Funding may not be used for the following:**

- General and administrative expenses
- Contests or giveaways
- Marketing within Brevard County
- Building, renovating and/or remodeling expenses
- Permanent equipment purchases
- Debts incurred prior to after grant request
- Programs which solicit advertising or sponsorships
- Non-sports personnel wages or salaries
- Event Insurance

To be eligible for payment, a completed Post-Event Report must be submitted within 60 days after the completion of the event. The report must include **verifiable** tracking statistics regarding out-of-town visitors and their overall impact on the local economy, particularly on transient lodging facilities and

occupancy. All grant funds awarded may be subject to audit.

To qualify for reimbursement, **proof of insurance prior to event start date**, which lists the Brevard County Tourist Development Council and Brevard County as an additional insured, with a minimum liability of \$1,000,000 per occurrence must be provided.

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

The applicant must comply with all Center for Disease Control (CDC) and/or federal guidelines regarding hosting events.

### **3.0 AVAILABLE FUNDING**

Events that will occur between October 1, 2020 – March 31, 2021 shall submit their application by June 3, 2020, and will be evaluated on a case-by-case basis. Those events that will occur between April 1, 2021 – September 30, 2021, shall submit their application by September 29, 2020. Annual funding of this program is subject to the full funding of the TDC Sports Budget line item.

Up to \$100,000.00 may be available for the fiscal year 2020-2021, for a competitive grant program to fund sporting projects/events that demonstrate a positive impact to Brevard County tourism, as described more fully in Section 1.0 of these guidelines.

The TDO 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 TDC recommendations, not meeting at least 80% of room night projections, funding availability, or number and quality of requests submitted.

#### **4.0 ELIGIBLE USE OF FUNDS**

- Funds are to be used for the project as proposed in the applicant's grant application.
- The sports event must be held at a facility or venue located in Brevard County.
- The sports event must book a minimum of 200 room nights and all participants must stay in Brevard County accommodations with a Tourism Tax Account.
- The TDC provides sports event support in a "Stay-To-Play" model, meaning the event organizer must, to the best of their ability, ensure all participants book their rooms in Brevard County accommodations. The organizer has the responsibility to document each room night related to his event using the attached Room Night Form. This must be completed by each participant. Alternatively, if the organizer is using specified hotels, a room block report from each hotel will suffice to document room nights. Regardless of the booking method all room nights must be verifiable by the Tourism Development Office staff.
- Thirty (30) days prior to the event start date the Event Organizer/Grantee must provide proof of insurance which names "Brevard County", "Florida Sports Foundation" (if a foundation grant is also awarded), and/or any Brevard Municipality affected as additionally insured, with a minimum liability of \$1,000,000 per occurrence.
- The Event Organizer/Grantee must submit an Event Budget detailing costs as well as any Marketing Plan used to promote the event to participants.
- The Tourism Development Office strongly recommends all event organizers purchase "event insurance" in the event of bad weather, catastrophic event or other contingency.

#### **5.0 GRANT IMPACT, SUPPORT & BIDDING**

Any bid fees or event support associated with securing an event and using Tourist Development Tax revenue will be considered on a case-by-case basis.

All events will be judged based on hotel room revenue brought in by the event and the marketing reach of the event which benefits Brevard County Tourism.

Hotel room nights will be determined by completed Room Night Forms submitted by the Event Organizer, or Room Block Reports from host hotels submitted to the Tourism Development Office by the Event Organizer/Grantee. All room reservations tied to the sports event are required to be documented. If the Event Organizer/Grantee allows participants to reserve accommodations outside of Brevard County, they may forfeit their grant.

If an event already has a hotel housing bureau/system under contract, that company must give the Event Organizer proof of room night stays to submit to the Tourism Development Office.

Events that fall into Brevard's "shoulder seasons" including the months September, October or November may be eligible for additional support.

## **6.0 APPLICATION SUBMITTAL PROCEDURES**

The event organizer/grantee must complete the on-line application and attachments. Grant applications will be reviewed twice each year; August for events that will be held between October 1, 2020 and March 31, 2021 and in November for events that will be held between April 1, 2021 and September 30, 2021. If you have questions about the online application or are unable to upload the required supporting documentation within the online application please contact the Grant Administrator listed below. All applications must be completed online. Questions regarding the Sports and Events Grant program should be made via email or in writing and may be directed to:

Visit Space Coast Office of Tourism  
Attn: Erinn M. Stranko, Operations Manager  
520 Brevard Ave Suite 150  
Cocoa, FL 32922  
Ph: 321-349-2992  
Email: [erinn.stranko@visitspacecoast.com](mailto:erinn.stranko@visitspacecoast.com)

## **7.0 EVALUATION PROCEDURES**

Tourist Development Office staff will receive and review all grant applications to ensure:

- Applications are submitted by the deadline.
- Applications are complete and contain all required information.
- Applications are for eligible projects.
- Tourism Development Office staff will forward complete applications for eligible projects to the Sports Committee of the Tourist Development Council for review and evaluation.
- Individual members of the Sports Committee will evaluate, rank and validate applications using the currently approved evaluation criteria while attending the ranking meeting. Applications are then reviewed by the Tourism Development Council, and if approved go to the Brevard County Board of County Commissioners for final approval and funding.

## **8.0 FLORIDA'S SPACE COAST BRAND INCLUSION**

Grantees/event organizers must agree to recognize Florida's Space Coast Office of Tourism as an event sponsor in all marketing materials, advertising, website and other marketing related communications promoting the event both in and out of the local market. The Visit Space Coast logo must be included in all 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 to grantees/event organizers as well as high resolution logo files to be included in event materials.

## **9.0 REPORTING REQUIREMENTS**

Within sixty (60) days after the completion of the event, the Grantee must submit a Post-event Report as provided by the grant administrator. **If the event occurs near the end of the fiscal year, post-event reports must be received by no later than the second Friday of October following the fiscal year in which the grant was awarded.** The report must include **verifiable** tracking statistics regarding out-of-town visitors and their overall impact on the local economy,



particularly on transient lodging facilities and occupancy.

**Failure to submit a post-event report will disqualify the grantee/event organizer from receiving funding. Failure to comply with the reporting requirements will result in forfeiture of the funding award.**

### **Post- Event Reporting**

Final reports must be completed by event organizer/grantee online and must be completed 60 days post event. The post-event report information will be provided to you via email from the grant administrator.

If a Tourism Development Council grant is awarded, the Grantee must report at least 80% of projected total room nights in order to receive the full award amount. If total room nights are less than 80%, the final grant amount will be proportional to the total number of room nights. Natural disasters and other incidents that may affect the impact generated by the event will be considered on a case-by-case basis. If the event is cancelled for any reason, there shall be no grant payment made to the Grantee regardless of any expenditure the Grantee has made. Force Majeure may apply.

## **10.0 REIMBURSEMENT & PAYMENT REQUIREMENTS**

When funding is awarded, you will be contacted by the grant administrator with the funding award amount and a review of the grant requirements and payment procedures. Event Organizers are required to submit a completed W-9 Form to the grant administrator as soon as they are notified of their grant award. Full reimbursement and payment instructions and procedures will be provided to each of the grantees. All reimbursement requests must be submitted within 60 days after the completion of the event to the grant administrator. **If the event occurs near the end of the fiscal year, request for reimbursement must be received by no later than the second Friday of October following the fiscal year in which the grant was awarded.**

Failure to submit both a post-event report and proper reimbursement request(s)

in accordance with the attached payment/reimbursement procedures (Attachment A), will disqualify the grantee/event organizer from receiving funding. Failure to comply with the reporting requirements will result in forfeiture of the funding award.

# Exhibit B

## Tourist Development Office Reimbursement Payment Procedures

As a government agency, the Brevard County Finance Department has VERY strict State and County guidelines and requirements that it must follow when disbursing Tourist Development Tax (TDT) revenue dollars. To process and pay invoices efficiently, we have established a list of guidelines to assist you. The preferred method of submission is through electronic means such as via email with file attachments or through a file sharing service. If you have any questions or need additional information, please contact the grant administrator via email or in writing to:

**Florida's Space Coast Office of Tourism**  
**Attn: Erinn Stranko, Operations Manager**  
**430 Brevard Ave. Suite 150**  
**Cocoa, FL 32922**  
**Direct Ph: 321-349-2992**  
**Email: [Erinn.Stranko@VisitSpaceCoast.com](mailto:Erinn.Stranko@VisitSpaceCoast.com)**

### Request for Reimbursement Invoice Requirements:

1. Grantee/event organizer MUST submit a completed W-9 form (IRS version OCT2018) to the Tourism Development Office at the beginning of the fiscal year (October). The W-9 form MUST include a contact name, physical address (No P.O. Boxes), email address, and phone number.
2. Grantees/event organizers must include the **Event Support Request for Reimbursement - Event Master Invoice** form, as provided by the grant administrator, as a cover sheet to their reimbursement request submissions with vendors backup invoices listed line by line.
2. Grantees/event organizers must include the vendor name, invoice #, description of service and amount of reimbursement being requested.
3. Backup receipts/invoices must have the line # on the top of each page of backup that coordinates with line # on the Event Master Invoice Request for Reimbursement form.
4. If submitting paper submissions, we do not allow DOUBLE-SIDED DOCUMENTS OR STAPLED documents. Please tape all small receipts to an 8-1/2" X 11" page, do not allow tape to touch print on the receipts as it degrades the ink, no staples or paper clips and most importantly all backup must be legible. Electronic submissions are highly preferred.

5. If paper copies are provided, all documents and invoices will be scanned and become subject to Public Records laws.

6. All grantees/event organizers must provide proof of payment:

**By Check:**

a. Front and back copy of check showing it has been deposited

b. ALL account numbers, bank routing number, and authorizing signatures **MUST be redacted** (blacked out).

**By Credit Card:**

a. A copy of the credit card statement showing account numbers **MUST be redacted**.

b. ALL other transactions **MUST be redacted** from the document.

7. Payment will be remitted to the Event Coordinator/Grantee at the address submitted on the W-9 form unless an alternate mailing address is noted clearly on the invoice(s).

8. Allowable expenses shall include the following:

- Sports Facilities (i.e. fields, gyms, etc.)
- Required Sports personnel (i.e. referees)
- Marketing and programming expenses for the event
- Paid advertising, and media buys outside of Brevard County for the event
- Site fees/costs (contract help, rentals, insurance)
- Rights and sanction fees for the governing body of the sport.
- Non-monetary awards (medals, ribbons, plaques, etc.)

9. Unallowable expenses:

- General and administrative expenses
- Contests or Giveaways
- Marketing within Brevard County
- Building, renovating, and/or remodeling expenses
- Permanent equipment purchases
- Debts incurred prior to grant request
- Programs which solicit advertising or sponsorships
- Non-sports personnel wages or salaries
- Event Insurance