

16. Acknowledgement of a grant application submittal for the Fiscal Year 2024/2025
Tourism Development Council (TDC) Marketing Support Program (up to \$15,000).



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Juliet Misconi, Deputy City Manager

DATE: October 17, 2024

RE: Acknowledgement of a grant application submittal for the Fiscal Year 2024/2025 Tourism Development Council (TDC) Marketing Support Program (up to \$15,000); authorization to execute the grant agreement.

SUMMARY:

On September 27th, 2024, City staff was informed that the City of Palm Bay qualifies for the upcoming Fiscal Year (FY) 2024-2025 Tourism Development Council (TDC) Marketing Support Program, formerly the Cultural Support Grant Program. The City of Palm Bay was awarded \$10,000 for FY 2022-2023, and \$20,000 in FY 2023-2024 for the same program. The primary purpose of the Marketing Support Program is to promote Brevard County as an event destination and to attract out-of-county visitors. The Marketing Support Program will provide out-of-county advertising. Each event/year-round programming should attract a minimum of 5,001 out-of-county attendees. The city has qualified for the 5,001-10,000 tier which grants up to \$15,000 in out-of-county marketing. TDO staff will select, place, and pay for advertising/marketing for organizations. This grant aligns with the City of Palm Bay's efforts for continued growth and diversity.

The City of Palm Bay hosts various events throughout the year, which are well attended and attract attendees from outside Brevard County. These events include our Independence Day Celebration, the Holiday Light Parade, and the Multi-Cultural Festival.

Staff is requesting Council's acknowledgement of a grant application submittal requesting funding from the FY 2024-2025 TDC's Marketing Support Program for multiple City events. Staff is also seeking approval to have the City Manager execute the grant contract, if awarded. The maximum grant award varies based on the number of out-of-county attendees as determined by the TDC; however, based on the attendance numbers from the previous year, used by the TDC, the City of Palm Bay qualifies for the 1st tier, which is up to \$15,000. There are no matching funds required. The deadline for application submission was October 11th, 2024, at 5pm. Due to the quick turnaround time, the City Manager authorized grant submission, with the understanding that

Council approval would be sought as soon as possible at the next available Council meeting following submission.

REQUESTING DEPARTMENTS:

Recreation

FISCAL IMPACT:

If awarded, there is no fiscal as the City of Palm Bay will only be receiving \$15,000 in value of out of county marketing that will be provided by the TDO.

STAFF RECOMMENDATION:

Motion to 1) acknowledge that staff submitted an application for the FY 2024-2025 TDC Marketing Support Program for multiple City events; and 2) authorize the City Manager execute the grant contract, if awarded.

ATTACHMENTS:

1. Marketing Support Program Guidelines FY24-25



**BREVARD COUNTY
TOURISM DEVELOPMENT OFFICE**

Criteria

MARKETING SUPPORT PROGRAM

Fiscal Year 2024-2025

MARKETING SUPPORT PROGRAM

Fiscal Year 2024-2025

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)a,(5),(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 a sports event that does not require out-of-county advertising and marketing a sponsorship will be available in the amount of eligible funding as designated in Section 6.0. Organizations must meet or exceed the event criteria to receive this support and events must occur between October 1, 2024, and September 30, 2025.

2.0 STATEMENT OF APPLICANT RESPONSIBILITY

Please read this entire document carefully.

The Tourism Development Office (TDO) will review the submitted questionnaires when the deadline closes to determine if the questionnaire 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 (or room nights 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. If the event is canceled or postponed and the event already received support, the organization may be restricted for applying for support in future years. Incomplete or incorrect requests will not be accepted and will not be considered for support. Organizer/organizations must comply with deadlines set by TDO staff for submitting event information and assets or support will not be able to be provided. Questionnaires 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 2024-2025 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 a sports event that does not require out-of-county advertising/marketing a sponsorship will be available in the amount of eligible funding as designated in Section 6.0. Organizations must meet or exceed the event criteria to receive this support and events must occur between October 1, 2024, and September 30, 2025.

September 26, 2024	FY 2024-2025 questionnaire window opens
September 26, 2024	FY 2024-2025 non mandatory Information meeting
October 11, 2024	FY 2024-2025 questionnaire window closes
October 14 – 25, 2024	Staff reviews questionnaire, out-of-county attendance, amount of marketing support is determined & communicated to applicants.
November 13, 2024	TDC for recommendations
December 3, 2024	BoCC for final approval
September 30, 2025	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 a sports event that does not require out-of-county advertising and marketing, a sponsorship will be available in the amount of eligible funding as designated in Section 6.0. 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 2024-2025 Marketing Support Program, the event/year-round programming must meet all of the following criteria:

1. In order to be eligible for the FY 2024-2025 cycle, organizations must complete and submit a FY 2024-2025 Marketing Support Program questionnaire.
2. Each event/year-round programming should attract a minimum of 5,001 out-of-county attendees (or 200 room nights evidenced by room night reports from hotels), measured by the TDO.
3. The event/year-round programming must have at least (1) year of 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.

Organizations may submit only one questionnaire 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 (or 200 room nights). 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, 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 for at least one (1) year.
- d. 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 2024-2025 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 FY 2024-2025 the Marketing Support Program will provide up to \$600,000, 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

# of Out-of-County attendees (as determined by cellular data)/Room Night counts	Funding (up to....)	Program
5,001 – 10,000 (200 - 1,000 room nights)	\$15,000	Marketing Support Program
10,001 – 25,000 (1,001-1,500 room nights)	\$20,000	Marketing Support Program
25,001 – 50,000 (1,501+ room nights)	\$25,000	Marketing Support Program
50,001+	\$50,000	Marketing Support Program

*(1) Room Night = (5) Out-of-County attendees

The Marketing Support Program will provide support to events and year-round programming by three 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. TDO staff will select, place and pay for advertising/marketing for organizations as determined by Support Amount Tiers above.

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. TDO staff will coordinate and pay on behalf of organizations for support amount as determined by Support Amount Tiers above based on projected room nights and TDO staff analysis.

Category #3 – For qualified sports events that do not require out-of-county advertising and marketing (i.e. invitationals, championships, all-stars, etc.) a sponsorship will be available in the amount of eligible funding as designated in Section 6.0 based on projected room nights and TDO staff analysis. Sponsorship funding will be contingent on room night production and inclusion in marketing materials. 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 and adequate receipt of Tourist Development Tax revenues within 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 plan 60 days before the event. See Section 6.0 for detail on the Support Amount Tier packages.

7.0 QUESTIONNAIRE SUBMITTAL PROCEDURES

The Marketing Support Program questionnaire may only be submitted electronically through an online portal link that will be available to interested organizations on September 26, 2024.

A non-mandatory information meeting will be conducted at 1pm for Cultural and at 2pm for Sports on September 26, 2024. The questionnaire deadline is no later than 5pm EST on October 11, 2024, to be considered for support.

If you have questions about the questionnaire 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: Sep 26, 2024 01:00 PM Eastern Time (US and Canada)

Join Zoom Meeting
<https://us06web.zoom.us/j/83664157419>

Meeting ID: 836 6415 7419

SPORTS

Topic: Marketing Support Program – Sports
Time: Sep 26, 2024 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting
<https://us06web.zoom.us/j/81412661215>

Meeting ID: 814 1266 1215

8.0 EVALUATION CRITERIA AND APPROVAL PROCESS

On the close of the questionnaire window, 5pm EST on October 11, 2024, TDO staff will receive and review all questionnaires to ensure they have met eligibility for the program:

1. Questionnaires must be submitted by the deadline; no later arrivals will be accepted.
2. Questionnaires must be complete and contain all required information.
3. Questionnaires are for eligible events/year-round programming only.
4. Questionnaires must meet the minimum out-of-county visitor requirements.
5. TDO staff will review the questionnaires for eligibility and have direction and authority to disqualify those who do not meet the minimum requirements.

6. TDO staff will create a worksheet listing all received questionnaires who meet the minimum requirements and eligibility. Support amounts will be assigned to each organization as per Section 6.0 Available Funds.
7. Eligible questionnaires 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.

9.0 REPORTING REQUIREMENTS

For FY 2024-2025 cycle applicants are required to complete one final event report. Applicants will be provided a reporting link to complete the final report by 30 days after the completed event or by September 30, 2025.

10.0 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.

11.0 TERMS & CONDITIONS

By submitting a questionnaire for this program, the applicant agrees to be bound by the following terms and conditions should the support be awarded:

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

This program is contingent upon the availability of applicable tourist development tax 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 is 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 criminal background screening 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 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.

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. 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, 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 program, 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) prior to October 1, 2024, for year-round programming and 30 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. 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 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.