

To: Board of County Commissioners
From: Julie Morgan, Tourist Development Director
Subject: Florida Sports Foundation Marketing Grant
Date: March 3, 2016

Recommendation

That the Board of County Commissioners considers acceptance of the Florida Sports Foundation marketing funds matching grant awarded in the amount of \$12,000 to the Santa Rosa County Tourist Development Office. The funds will be used to advertise the upcoming Tough Mudder Gulf Coast 2016 at Ates Ranch in Milton on April 9-10, 2016.

Background

On November 5, 2015 the Tourist Development Board of Directors voted and approved applying for a marketing/funds matching grant with the Florida Sports Foundation to aid in the advertising of Tough Mudder Gulf Coast 2016 being held at Ates Ranch on April 9-10, 2016.

- Our Tourist Development Office submitted the FL Sports Foundation grant in January in the amount of \$30,000.
- The grant funds will be matched with advertising by our Advertising Agency Davis, South, Barnette & Patrick in the form of Pandora radio advertising.
- On February 24, 2016 the FL Sports Foundation sent the official award notification letter for the approved amount of \$12,000.

On March 3, 2016 the Tourist Development Council Board of Directors voted unanimously to accept the grant awarded.



Santa Rosa County Tourist Development Council
8543 Navarre Parkway - Navarre, FL 32566
Phone: 850.939.8666 - Fax: 850.939.0085
web: floridasparkground.com



FLORIDA SPORTS FOUNDATION

February 24, 2016

Julie Morgan
Tourist Development Director
Santa Rosa County Tourist Development Office
8543 Navarre Parkway
Navarre, FL 32566

Dear Julie:

On behalf of the Florida Sports Foundation, I am pleased to inform you that the Board of Directors has approved the following grant(s):

\$12,000.00 for Tough Mudder Gulf Coast 2016- April 9-10, 2016

Please accept the amount of this conditional award by signing and returning both copies of the enclosed contract agreements to my attention within thirty (30) days. A checklist is provided below for your convenience.

- **Read and sign both contracts and return both to FSF**
- **Make sure a certificate of insurance naming Florida Sports Foundation is in place and a copy is sent to FSF 15 days prior to the event.**
- **A Post Event Report is required within 90 days of the event end date for disbursement and should include:**
 - Front and back copies of cancelled checks, or electronic funds transfers, from grantee to third party for reimbursable expenses.
 - An invoice supporting charges paid above.
 - Proof of exposure for FSF- photos of banners if available.

The Post Event Report can be found and completed on our website at www.fsfgrants.com.

If you have any questions or concerns, please contact me at (850) 410-5288

Sincerely,



Lisa Kirkland OSteen
Director of Marketing

FLORIDA SPORTS FOUNDATION
Grant Program
Grant Agreement

THIS GRANT AGREEMENT entered into this 19th day of February 2016, by and between the Florida Sports Foundation, Inc., a division of Enterprise Florida, Inc., hereinafter referred to as the "Grantor" and **Santa Rosa County Tourist Development Office**, hereinafter referred to as the "Grantee".

WITNESSETH

WHEREAS, the State of Florida Legislature mandated in Section 288.901(f), Florida Statutes, that the Grantor shall assist and market professional and amateur sport teams and sporting events in Florida; and the Grantor is empowered to make grants of funds in accordance with the promotion of major and minor sporting events; and,

WHEREAS, the Florida Sports Foundation has approved an appropriation for such grant.

IT IS, in consideration of the mutual undertakings and agreements hereinafter set forth, agreed between the Grantor and the Grantee as follows:

1.0 **PARTIES:**

The parties and their respective addresses for the purposes of this Agreement are:

Florida Sports Foundation
101 North Monroe Street, Suite 1000
Tallahassee, FL 32301

Santa Rosa County Tourist Development Office
Attn.: Julie Morgan, Tourist Development Director
8543 Navarre Parkway
Navarre, FL 32566

2.0 **NOTICES:**

All notices between the parties, provided for herein, shall be by confirmed fax, confirmed FedEx or certified mail, return receipt requested, delivered to the address of the parties as set forth in section 1.0 above.

3.0 **GRANT DESCRIPTION:**

The Grantee will expend grant funds in accordance with section 6.0 (a), located in this contract. Funds made available by the Grantor pursuant to this Grant Agreement shall be expended solely for the purpose of the project and the legislatively appropriated purpose.

(a) Grantee: **Santa Rosa County Tourist Development Office**

(b) Payee: **Santa Rosa County Tourist Development Office**

(c) Name/Date of Event: **Tough Mudder Gulf Coast 2016 - April 9-10, 2016**

(d) Total Amount of Grant: **\$12,000.00**

(e) Projected Budget: As provided in Grant Application.

(f) Reporting Schedule: Grantee shall submit final report and request for reimbursement within ninety (90) days of the last day of the event. Post event reporting less than 80% of projected economic impact figures shall receive a prorated amount of final award. Grantee reporting less than \$500,000 in calculated out-of-state economic impact shall not receive final grant award.

(g) Grant Period: **February 19, 2016 through the end of Event**

4.0 GRANT REQUIREMENTS:

(a) Audit: Grantee will complete a post event report, an accounting of the events financial activity, and proper use of funds, within ninety (90) days after the event and provide documentation evidencing the direct impact of the event. The Grantee agrees to comply with the audit requirement of Sections 215.97 and 17.03, Florida Statutes, and all applicable Rules of the Auditor General as referenced in Attachment A.

(b) Records: Grantee shall retain and maintain all records, including records of all payments made by the Grantee in connection with this Agreement, and make available and provide access for financial audit as may be requested by the Grantor, the Grantor's independent auditor, by the state personnel of the Office of the Florida Auditor General, Chief Financial Officer and Office of the Chief Inspector General. Records shall include books, records, documents and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted governmental accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Grant Agreement. Such records shall be retained for a minimum period of seven (7) years after termination of this Agreement.

(c) Cancellation: Grantee shall notify the Grantor immediately if the event is canceled and the Grantee shall return any funds dispersed pursuant to this Agreement within seven (7) days of such cancellation.

(d) Insurance: Grantee shall, prior to event, provide proof of insurance listing the Grantor as an additional insured for all purposes, with minimum liability coverage of \$1,000,000 per occurrence. If Grantee is a government entity, agency or subdivision pursuant to Section 768.28, Florida Statutes, and/or a self-insurer pursuant to Section 768.28, Florida Statutes, and does not otherwise provide proof of its own insurance listing Grantor as an additional insured for all purposes, with minimum liability coverage of \$1,000,000 per occurrence, Grantee, notwithstanding its compliance with any requirements imposed by said statute, shall ensure that any third-party recipient of said Grant Funds list Grantor as an additional insured for all purposes, with minimum liability coverage of \$1,000,000 per occurrence. Grantee shall provide said proof of insurance listing Grantor as an additional insured for all purposes, with minimum liability coverage of \$1,000,000 per occurrence, as a condition precedent to Grantee's receipt of said Grant Funds.

(e) Indemnification: Grantee shall act as an independent contractor and not as an employee of the Grantor in the performance of the tasks and duties, which are the subject of this Grant Agreement. The Grantee shall be liable, and agrees to be liable for, and to the extent allowed by law, shall indemnify, defend, and hold the Grantor, the state of Florida, and its employees and agents, harmless from all liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented inventions, process or articles manufactured by the Grantee, and well as claims, suits, judgments, or damages arising from the Grantee's performance of the tasks and duties which are the subject of this Grant Agreement. If Grantee is a government entity, the Grantee is subject to the provisions and limitations of 768.28 Florida Statute, and agrees to indemnify, hold harmless and defend Grantor from and against claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorney's fees) caused as a result of the negligent acts of the government entity or its employees.

5.0 TERMINATION:

(a) Breach: The Agreement may be terminated by the Grantor for breach upon failure of the Grantee to perform any requirement or provisions of this Agreement upon no less than twenty-four (24) hours written notice from the time the Grantor becomes aware of the breach. If Grantor determines that a breach of any provision of this agreement has occurred, Grantor has the right to withhold a portion of the grant award as determined by the Board of Directors.

(b) Refusal to Grant Public Access: This Agreement may be terminated by the Grantor for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Grantee in conjunction with this Agreement. (Section 287.058, Florida Statutes)

(c) Unauthorized Aliens: Grantor will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement. Grantee shall utilize the U.S. Department of Homeland Security's E-Verify, in accordance with the terms governing the use of the system, to verify the employment eligibility of:

- (a) All persons employed during the contract term by the contractor to perform employment duties within Florida; and
- (b) All persons (including subcontractors) assigned by Grantee to perform work pursuant to this agreement.

6.0 PAYMENTS:

(a) Transfer of Funds. Funds will be made available by the Grantor to the Grantee, as a reimbursement for paid invoices, which are supported by canceled checks dated within the grant period, upon receipt and review of a completed Post Event Report. Only those items identified as allowable below will be reimbursed. The following summarizes the allowable/disallowable expenses that may be used for reimbursement.

Allowable Expenses:

- 1. Promotion, marketing & programming
- 2. Paid advertising & media buys
- 3. Production & technical expenses; officials
- 4. Site fees, venue rentals, costs (contract help)
- 5. Rentals, insurance, rights fees, bid fees, sanction fees, non-monetary awards

Disallowable Expenses:

- 1. General and administrative expenses
- 2. Building, renovating and/or remodeling
- 3. Permanent equipment purchases
- 4. Debts incurred prior to the grant
- 5. Programs which solicit advertising
- 6. Hospitality or social functions including meals or banquets
- 7. Travel expenses

(b) Availability of Funds. The Grantor's liability under this Grant Agreement is contingent upon the continued availability of an annual appropriation by the Legislature of the State of Florida. In the event this Grant Agreement extends beyond the Grantor's current fiscal year that begins on July 1 of each year and ends on June 30 of each succeeding year, the Grantor and the Grantee mutually agree that performance and payment during subsequent fiscal periods is contingent upon sufficient funds being appropriated. The Grantor shall be the final determiner of the availability of such funds.

7.0 LEGAL REQUIREMENTS:

(a) With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Grant Agreement shall be governed by, and be consistent with, the whole law of the state of Florida, both procedural and substantive. Any and all litigation arising under this Grant Agreement shall be brought in the appropriate state of Florida court in Leon County, Florida.

(b) Grantee agrees to comply with any and all applicable federal, state, and local laws related to the execution of the Grant Agreement.

8.0 MODIFICATION: This writing and any Attachments herein, contains the entire Grant Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms of this Grant Agreement, unless done in writing and signed by an executive officer of the Grantee and designee for the Grantor.

9.0 **MISCELLANEOUS:**

- (a) The Grantor is not bound by any agreements to indemnify or hold harmless, nor responsible for liquidated damages or cancellation charges.
- (b) No provision of this Grant Agreement shall be construed as a waiver by the Grantor of any right, defense or claim, which the Grantor may have in any litigation arising under the Grant Agreement. Nor shall any Agreement provision be construed as a waiver by the state of Florida, and its employees and agents, of any right to initiate litigation.
- (c) The Grantee affirms that it is aware of the Grantor's Grant Program Policies & Procedures in place and effective throughout the term of this Grant Agreement.

IN WITNESS WHEREOF, the parties have caused their hand to be set by their respective authorized officials hereto.

Florida Sports Foundation

Santa Rosa County Tourist Development Office

John Webb, President

Signature - Authorized Agent

Date

Title

Date

Attachment A

THIS IS A STATE FUNDED AWARD

1. The Grantor hereby indicates state financial assistance is used to fund this Agreement, awarded through the Department of Economic Opportunity by an agreement.
2. State Project

FLORIDA SPORTS FOUNDATION Funding FY 2015-2016		
Line Item	Title	Fund
2250A	Grants and Aids – FLORIDA SPORTS FOUNDATION	State Economic Enhancement and Development (SEED) TF
2250A	Grants and Aids – FLORIDA SPORTS FOUNDATION	Professional Sports Development TF

Catalog of State Financial Assistance

Standard state project number identifier: **40.012**

State Project Title: **Local Economic Development Initiatives**

Agency: **Department of Economic Opportunity**

Program: **Community Development/Division of Strategic Business Development**

Budget Entity: **40300100 / 40300200 / 40400100 Community and Economic Development Projects**

Specific Appropriation: **Line Item 2250A**

Appropriation Category: **100562 / 100931 / 102241 – Community and Economic Development Projects**

Authorization: **GAA**

3. In connection with the audit requirements addressed in herein, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
4. Additional information regarding the Florida Single Audit Act can be found at: <https://apps.fldfs.com/fsaa/statutes.aspx>