

RESOLUTION B-18-027
AMENDING THE ANNUAL BUDGET
FOR MANATEE COUNTY, FLORIDA
FOR FISCAL YEAR 2017-2018

WHEREAS, Florida Statutes 129.06, authorizes the Board of County Commissioners to amend its budget for the current fiscal year as follows:

- a) Appropriations for expenditures in any fund may be decreased and other appropriations in the same fund correspondingly increased, provided the total appropriations of the fund are not changed.
- b) Appropriations from reserves may be made to increase the appropriation for any particular expense in the same fund, or to create an appropriation in the fund for any lawful purpose.
- c) Unanticipated revenues, including increased receipts for enterprise or proprietary funds, may be appropriated for their intended purpose, and may be transferred between funds to properly account for the unanticipated revenue.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida that the 2017-2018 budget is hereby amended in accordance with FS 129.06 as described on the attached summary and specified in the budget adjustment batch files which are listed below:

Department: CONVENTION AND VISITORS BUREAU
Fund: TOURIST DEVELOPMENT TAX
Description: Appropriates \$22,000 in Florida Sports Foundation Grant fund revenues in the Tourist Development Tax fund for the following sports events: \$17,000, USFTL Nationals at Premier Sports Campus - January 12-14, 2018 and \$5,000, Sarasota Manatee Regional Bridge Tournament at the Bradenton Area Convention Center - February 19-25, 2018. The grant agreements are being presented to the Board along with this budget amendment.

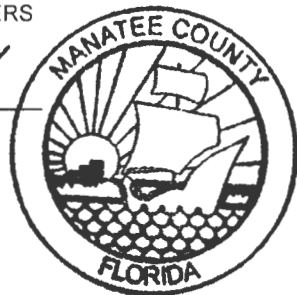
Batch ID: EGB2817A

Reference: BU18000116

ADOPTED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS 12th DAY OF December, 2017.

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By: [Signature]
Chairman



ATTEST: Angelina Colonnese,
Clerk of the Circuit Court

By: [Signature]
Deputy Clerk

12/12/17

December 12, 2017 - Regular Meeting
Agenda Item #14

Subject

Florida Sports Foundation Grant Agreements

Briefings

None

Contact and/or Presenter Information

Presenter: Elliott Falcione, Director, CVB x3940

Contact: Monica Luff, Sr. Admin. Spec., CVB x3944

Action Requested

Authorization for the Convention and Visitors Bureau Director to execute Grant Agreements with Florida Sports Foundation AND adoption of Budget Amendment Resolution B-18-027.

Enabling/Regulating Authority

N/A

Background Discussion

- The Florida Sports Foundation has awarded the Bradenton Area Sports Commission (a division of the Bradenton Area CVB) with a \$17,000 grant for the 2018 USFTL Nationals and \$5,000 for the Sarasota Manatee Regional Bridge Tournament.
- The Flag & Touch Football (USFTL) Championship will be held January 12 - 14, 2018, at Premier Sports Campus and will generate approximately 2,000 hotel room nights and approximately \$2.6 Million in economic impact.
- The Sarasota Manatee Regional Bridge Tournament will be held February 19 - 25, 2018, at the Bradenton Area Convention Center and will generate approximately 500 hotel room nights and approximately \$452,000 in economic impact.
- The grant monies will assist with facility expenses.
- The Florida Sports Foundation assists the Florida Sports Commission with grant monies to secure events that would otherwise be held in other states.
- The Budget Amendment appropriates \$22,000 in Florida Sports Foundation Grant Fund revenues into the Tourist Development Tax Fund for the above-mentioned sports events.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney
N/A

Instructions to Board Records Emailed 12/15/17 Monica picked up 12/13/17

Please send original, signed agreements to Monica Luff, CVB. Ms. Luff to send to FSF to get their signature; then Ms. Luff will send fully signed agreements to Board Records.

Copy of approved agenda memo to Monica Luff and Eva Galler (CVB) and Candice Cruz (OFM):
monica.luff@mymanatee.org, eva.galler@mymanatee.org, candice.cruz@mymanatee.org.

also sent to finance and internal audit

Cost and Funds Source Account Number and Name
\$22,000 - Grants Received - 1030000000366017/Contribution Culture & Recreation

Amount and Frequency of Recurring Costs
Non-recurring

Attachment: [FSF Memo.pdf](#)
Attachment: [FSF - USFTL Grant Agreement.pdf](#)
Attachment: [FSF - Bridge Grant Agreement.pdf](#)
Attachment: [B-18-027 Florida Sports Foundation Grant.pdf](#)



November 16, 2017

Bradenton Area Sports Comm.
Attn.: Sean Walter, Director of Sports
One Haben Blvd.
Palmetto, FL 34221

Dear Sean:

We are pleased to inform you that the Florida Sports Foundation Board of Directors has approved the following grants:

\$17,000.00 for 2018 USFTL Nationals
\$ 5,000.00 for Sarasota Manatee Regional Bridge Tournament

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) 922-8805

Sincerely,

Charlotte

Charlotte Cowen
Director of Administrative Affairs

FLORIDA SPORTS FOUNDATION
Grant Program
Grant Agreement

THIS GRANT AGREEMENT entered into this 10th day of November, 2017, by and between the Florida Sports Foundation, Inc., a division of Enterprise Florida, Inc., hereinafter referred to as the "Grantor" and **Bradenton Area Sports Commission**, 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

Bradenton Area Sports Commission
Attn.: Sean Walter, Director of Sports
One Haben Blvd.
Palmetto, FL 34221

2.0 NOTICES:

All notices between the parties, provided for herein, shall be either 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 "Paragraph 6.0 a" and "Attachment A". 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:** Bradenton Area Sports Commission
- (b) **Payee:** Manatee County Board of County Commissioners
- (c) **Name/Date of Event:** 2018 USFTL Nationals - Jan. 12-14, 2018
- (d) **Total Amount of Grant:** \$ 17,000.00
- (e) **Project 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.
- (g) **Grant Period:** November 10, 2017 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 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: This 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, local laws, rules, and regulations applicable to expenditures of State funds that are in effect at the time of any such expenditure, and as 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.

10.0 **VENDORS ON SCRUTINIZED COMPANIES LISTS:**

By executing this Agreement, Bradenton Area Sports Commission, the Grantee, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the Grantor may immediately terminate this Agreement for cause if the Grantee is found to have submitted a false certification as to the above or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the Grantor determines that the Grantee has submitted a false certification, Grantor will provide written notice to the Grantee. Unless the Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that Grantor's determination of false certification was made in error, Grantor shall bring a civil action against the Grantee. If the Grantor's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Grantee, and the Grantee will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Grantor's determination of false certification by Grantor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Article 10, this Article 10 shall be null and void.

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

For Florida Sports Foundation:

**For Manatee County Board of County
Commissioners: Bradenton Area Sports
Commission**

Angela Suggs, President & CEO

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 2017-2018		
Line Item	Title	Fund
2226J	Grants and Aids – FLORIDA SPORTS FOUNDATION	State Economic Enhancement and Development (SEED) TF
2226J	Grants and Aids – FLORIDA SPORTS FOUNDATION	Professional Sports Development TF

Catalog of State Financial Assistance

Standard state project number identifier: **40.040**

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 2226J**

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>

FLORIDA SPORTS FOUNDATION
Small Market Grant Program
Grant Agreement

THIS GRANT AGREEMENT, entered into this 10th day of November, 2017, by and between the Florida Sports Foundation, Inc., a division of Enterprise Florida, Inc., hereinafter referred to as the "Grantor" and **Bradenton Area Sports Commission**, 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, Florida 32301

Bradenton Area Sports Commission
Attn.: Sean Walter, Director of Sports
One Haben Blvd.
Palmetto, FL 34221

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: Bradenton Area Sports Commission**
- (b) **Payee: Manatee County Board of County Commissioners**
- (c) **Name/Date of Event: Sarasota Manatee Regional Bridge Tournament - Feb. 19-25, 2018**
- (d) **Total Amount of Grant: \$5,000**
- (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.**
- (g) **Grant Period: November 10, 2017 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:** This 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.

For: Florida Sports Foundation

For: Manatee County Board of County Commissioners

Angela Suggs, President & CEO

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 2017-2018		
Line Item	Title	Fund
2226J	Grants and Aids – FLORIDA SPORTS FOUNDATION	State Economic Enhancement and Development (SEED) TF
2226J	Grants and Aids – FLORIDA SPORTS FOUNDATION	Professional Sports Development TF

Catalog of State Financial Assistance

Standard state project number identifier: **40.040**

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 2226J**

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

Authorization: **GAA**

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RESOLUTION B-18-027
AMENDING THE ANNUAL BUDGET
FOR MANATEE COUNTY, FLORIDA
FOR FISCAL YEAR 2017-2018

WHEREAS, Florida Statutes 129.06, authorizes the Board of County Commissioners to amend its budget for the current fiscal year as follows:

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NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida that the 2017-2018 budget is hereby amended in accordance with FS 129.06 as described on the attached summary and specified in the budget adjustment batch files which are listed below:

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Fund: TOURIST DEVELOPMENT TAX
Description: Appropriates \$22,000 in Florida Sports Foundation Grant fund revenues in the Tourist Development Tax fund for the following sports events: \$17,000, USFTL Nationals at Premier Sports Campus - January 12-14, 2018 and \$5,000, Sarasota Manatee Regional Bridge Tournament at the Bradenton Area Convention Center - February 19-25, 2018. The grant agreements are being presented to the Board along with this budget amendment.

Batch ID: EGB2817A

Reference: BU18000116

ADOPTED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS _____ DAY OF _____, 2017.

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By: _____
Chairman

ATTEST: Angelina Colonnese,
Clerk of the Circuit Court

By: _____
Deputy Clerk