

**DOWNTOWN DEVELOPMENT BOARD
GRANT FUNDING AGREEMENT - EVENT**

FLORIDA BEST PROMOTIONS, INC.

This Downtown Development Board Grant Funding Agreement ("Agreement") is effective March 20, 2024, between the Downtown Development Board, an independent special district operating pursuant to the ordinances and laws of the City of Clearwater ("DDB"), and Florida Best Promotions, Inc., a Florida corporation ("Grantee").

WHEREAS, some of the purposes of DDB's current Work Plan are to increase awareness of DDB District as a fun destination for Clearwater's residents, employees, and visitors, and to increase awareness of the DDB District as a tourist destination; and

WHEREAS, Grantee has requested an event funding grant in order to partially fund Salsa at the District, a Latin American Salsa festival of dance and music in Station Square Park and on the 500 and 600 blocks of Cleveland Street, with possible expansion into Coachman Park ("Approved Program"); and

WHEREAS, DDB has determined that the Approved Program supports DDB objectives; and

WHEREAS, DDB has determined that deviation from the limitations of its current funding policy is justified for the following reasons: (i) the rationale for the policy became irrelevant based upon the amendment to the DDB ordinance and the reasons given to justify the amendment; (ii) the surplus funds available from the prior fiscal year; and (iii) the success and growth of the program over a short period of time, and

WHEREAS, DDB has determined that providing a grant to Grantee of up to \$195,000.00 to partially fund the Approved Program in accordance with the terms of this Agreement is prudent use of DDB funds.

ARTICLE I. TERM

The term of this Agreement shall begin March 20, 2024, and end December 12, 2024, unless earlier terminated under the terms of this Agreement.

ARTICLE II. RESPONSIBILITIES OF GRANTEE

- 1) **Services to be Provided by Grantee.**
 - a) Grantee shall hire, schedule, and manage all operational and marketing services needed to successfully execute and produce the Approved Program in accordance with the requirements of this Agreement, the Funding Application attached as Exhibit A, and the Budget attached as Exhibit B.
 - b) Grantee shall promote the Approved Program and shall identify DDB as a sponsor on marketing materials, including but not limited to print advertisements, social media, TV, any press releases, and the Grantee websites for the listed event.
 - c) Grantee shall recognize DDB's funding during the Approved Program with an announcement of DDB support of funding and showcase DDB sponsorship with DDB's logo at the Approved Program on marketing materials and print advertisement.

- d) Grantee will notify DDB of cancellation of the Approved Program due to weather, acts of God, or other situations beyond Grantee's control. Rescheduling of the Approved Program must occur within the current DDB fiscal year and will require DDB approval.
 - e) Grantee shall coordinate with city department(s) for special event permit approval to use Station Square Park and on the 500 and 600 blocks of Cleveland Street, with possible expansion into Coachman Park and other city resources that meet city safety guidelines and protocols, if required.
- 2) **Required Documents and Reports from Grantee.** If Grantee fails to submit all required documents and reports electronically to DDB on or before 5:00 p.m. November 12, 2024, Grantee will forfeit its right to reimbursement for the Approved Program. Grantee will receive no reimbursement from DDB for the Approved Program.
- a) A financial report and accounting for the Approved Program which shall include the total costs and a detailed account of expenses.
 - b) Proof of completion of the Approved Program.
 - c) An IRS form W-9.
 - d) Invoice directed to DDB for actual costs incurred and itemized list of expenses containing the type of expense, date of expense, and name of vendor with dated proof of payment from the service provider.
 - e) A report summarizing the impact of the Approved Program, a summary of marketing efforts, the number of attendees or participants, and audience feedback along with any additional information that demonstrates the positive impact of the Approved Program on DDB District.
 - f) Electronic copies of all photos or video footage captured at the Approved Program for DDB to use in its marketing materials in the future.
- 3) **Use and Disposition of Funds Received.** Funds received by Grantee from DDB shall only be used as reimbursement for actual costs incurred in compliance with the terms of this Agreement for the Approved Program.
- 4) **Non-discrimination.** Notwithstanding any other provision of this Agreement, Grantee, for itself, its agents, contractors, and representatives, agrees:
- a) **No Exclusion from Use.** No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the operation of this program on the grounds of race, color, religion, age, disability, gender, pregnancy, gender identity, sexual orientation, marital status, national origin, or genetic information.
 - b) **No Exclusion from Hire.** In the management, operation, or provision of the program activities authorized and enabled by this Agreement, no person shall be excluded from participation in, denied the benefits of, or otherwise subject to discrimination in the operation of this program on the grounds of race, color, religion, age, disability, gender, pregnancy, gender identity, sexual orientation, marital status, national origin, or genetic information, except that age may be taken

into consideration to the extent that the age of an employee is a bona fide occupational qualification, as permitted by law.

- c) **Breach of Non-Discrimination Covenants.** If Grantee violates any non-discrimination covenants, DDB shall have the right to terminate this Agreement immediately, without regard to any grace period or opportunity to cure.
- 5) **Liability and Indemnification.** Grantee is an independent contractor and assumes all risks of and liabilities for the Approved Program. Grantee shall defend, indemnify, and hold harmless DDB, its officers, agents, contractors, and employees from and against any and all claims of loss, liability and damages of whatever nature, to persons and property, including, without limiting the generality of the foregoing, death of any person and loss of the use of any property, except claims arising from the gross negligence of DDB or DDB's agents or employees. This includes, but is not limited to, matters arising out of or claimed to have been caused by or in any manner related to Grantee's activities or those of any invitee, contractor, subcontractor, or other person approved, authorized, or permitted by Grantee whether or not based on negligence. Nothing herein shall be construed as consent by DDB to be sued by third parties or as a waiver or modification of the provisions or limits of Section 768.28, Florida Statutes, or the Doctrine of Sovereign Immunity.
- 6) **Compliance with Laws.** Grantee shall comply with all applicable federal, state, county, and local laws, rules, and regulations. If it is ever determined that this Agreement violates any federal, state, county or local laws, rules, or regulations, Grantee shall cure the non-compliance promptly or DDB may terminate this Agreement without regard to any additional grace period or opportunity to cure.

ARTICLE III. RESPONSIBILITIES OF DDB

Payments will be made to Grantee on a reimbursement basis for costs incurred for the Approved Program. DDB will reimburse Grantee based on timely submitted and approved required documents and reports. Payment will be made within 60 days of receiving the required documents and reports. The total grant amount shall not exceed \$195,000.00.

ARTICLE IV. DISCLAIMER OF WARRANTIES

This Agreement is the entire Agreement regarding the Approved Program. It may not be modified or discharged except by written amendment executed by both parties. No representations or warranties by either party shall be binding in this Agreement or an Amendment hereof.

ARTICLE V. TERMINATION

- 1) **For cause.** Failure to adhere to any of the provisions of this Agreement in a material respect shall constitute cause for termination. Either party may terminate this Agreement for cause by giving the other party 30 days' notice of termination. If the default is not cured within the 30-day period following receipt of the notice, this Agreement shall terminate on the 31st day.
- 2) **Disposition of Fund Monies.** In the event of termination for any reason, monies provided to Grantee by DDB but not expended in accordance with this Agreement shall be returned to DDB within 30 days of demand, and no other installments shall be paid.

ARTICLE VI. NOTICE

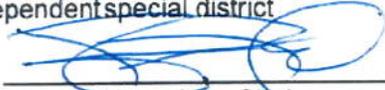
Any notice required or permitted to be given under this Agreement shall be conclusively deemed to have been received by a party hereto on the date it is hand-delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or if sent by registered or certified mail (postage prepaid) on the 5th business day after the day on which the notice is mailed and properly addressed.

To Grantee: Florida Best Promotions, Inc.
3350 Cloverplace Dr.
Palm Harbor, FL 34684
Attn. Richard Del Rio

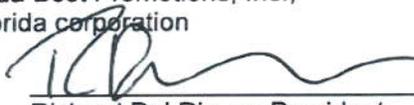
To DDB: Chairman, DDB
P.O. Box 4748
Clearwater, FL 33758-4748

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

Downtown Development Board,
an independent special district

By: 
Keanan Kintzel, as Chairman

Attest: 
Elise K. Winters
Attorney for the DDB

Grantee:
Florida Best Promotions, Inc.,
a Florida corporation
By:  3-27-24
Richard Del Rio, as President



CLEARWATER DOWNTOWN DEVELOPMENT BOARD

Special Event Funding Request

Additional Information

Title of Event: Salsa at the District:

Date of Event: October fest
10.12.24

Description of Special Event: Salsa at the District will include live music, Reg a full orchestra, DJ's Dance performers
Spread out through out the Downtown District
Station Square park & possible coachman park

Who is the intended audience for this event? What is the anticipated attendance? the Downtown
Local Dance community & the Latin Community

Total Event Cost: \$ 205,000.00 Amount of Grant Funds Requested: \$ 195,000.00

Where will the event be held? Downtown Clearwater

Have you contacted the City of Clearwater's Special Events Department about this event?
yes

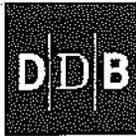
Additional Sponsors or Media Outlets for Event: Possible

Has this event been funded by the DDB before? Yes No Unsure

All information contained herein is true and correct to the best of my knowledge. I understand that the Downtown Development Board can decide to fund or not fund any grant request and their decision is final.

Applicant Signature: [Signature]

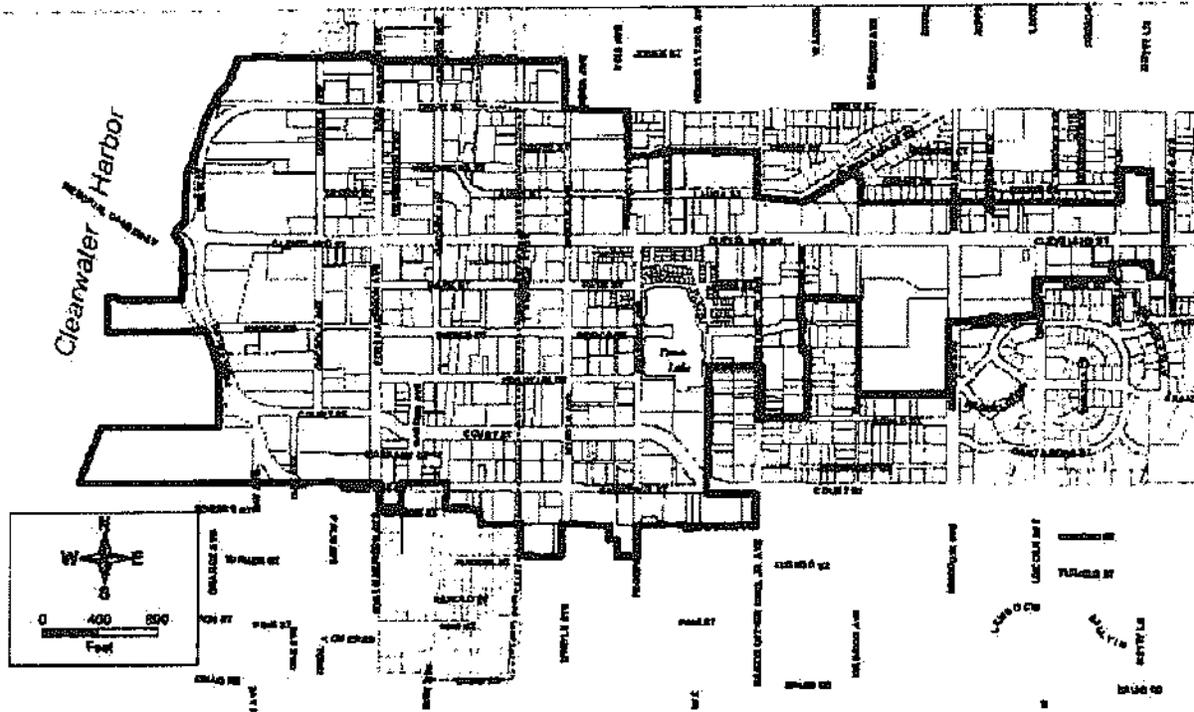
Date: 2.8.24



CLEARWATER DOWNTOWN DEVELOPMENT BOARD

DDB Boundary Map

BOUNDARY OF THE DOWNTOWN DEVELOPMENT BOARD (DDB)
Boundary is agreed to by the Clearwater CRA & DDB as per letter 1/25/93





CLEARWATER DOWNTOWN DEVELOPMENT BOARD

Funding Request Form

Type of Grant Request:

- Marketing
- Special Event (Please include additional form)
- Business Assistance

Applicant/Primary Contact Person: Richard Del Rio

Name of Organization: Florida Best Promotions Inc

Address: 3350 clamorplace Dr

City: Clearwater State: Florida Zip: 34684

Cell phone: () 813 260 9207 Office Number: 813 260 9207

E-mail address: richd@floridahpi.com Website/Social Media Links: Florida hpi.com

Description of Project: Salsa at the District is an immersive experience into the rich local dance community & culture that also appeals to the greater Latin community

Total Project Cost: \$ 205,000.00 Amount of Grant Funds Requested: \$ 195,000.00

Applicant's Financial Contribution: \$ 10,000 Third Party Contributions: \$?

When will the project take place? 10.12.2024

Who will implement the project? Florida Best Promotions Inc.

Where will the project occur? Downtown Clearwater

How does this request help attract businesses, residents, and/or visitors to Live, Work, and Play in downtown? This is accomplished by bringing visitors from all over Florida to the Clearwater Downtown area & ensuring they have a good time!

All information contained herein is true and correct to the best of my knowledge. I understand that the Downtown Development Board can decide to fund or not fund any grant request and their decision is final.

Applicant Signature: [Signature]

Date: 2.8.24



CLEARWATER DOWNTOWN DEVELOPMENT BOARD

The Downtown Development Board's (DDB) primary purpose is to support activities that attract businesses, residents, and visitors to Live, Work, and Play in Downtown Clearwater.

Eligibility:

Only property owners, businesses, and residents located within the DDB district and/or projects that will occur in the district are eligible for funding. Funding requests will be considered after staff review at regularly scheduled DDB meetings. The DDB will prioritize funding requests that align with their adopted work plan in the areas of Marketing and Business Assistance. A map of the DDB District is included with this application.

Types of Grant Funding:

Marketing Grant

This category includes activities that promote awareness of the District as a whole. It does not include marketing for individual businesses. Examples of grants in this category include special events, district-wide advertising campaigns including development and implementation activities, market research, videos and print media campaigns, and arts programming.

Business Assistance Grant

This category includes activities related to the retention and attraction of businesses as well as ancillary services, like transportation services, that bring more customers to the District. For example, funding the Jolley Trolley Downtown Loop or providing outdoor dining furniture. This could also include training for businesses on various topics that would enhance their operations, such as marketing or financial training, or grants for new signs.

Approval Process

The DDB welcomes your funding request. Please follow the process outlined below:

1. The applicant will complete the request form and submit it to the Community Redevelopment Agency (CRA) once completed.
2. The CRA staff and applicant, at a scheduled time, will review the request form for completeness. At this time, the CRA staff may request additional information to submit the form to the DDB in preparation for a public hearing.
3. DDB members will review the request via email and may submit questions to obtain further information.
4. After review by CRA staff and DDB members and submission and review of requested information, CRA staff will schedule the request to be considered at the next available DDB meeting at which funding request are being considered. The applicant may be asked to attend the board meeting to present their request.
5. If the grant request is approved, the applicant will complete a grant agreement that outlines the grant request, proposed activities, timeline, budget, reporting requirements and other pertinent information.
6. For special events and marketing activities, a report will be provided to the DDB within 30 days of the project's completion.

Funding requests may be submitted at any time throughout the year and collectively will not exceed 30% of a budgeted category for any group or individual request during the DDB Fiscal year. The DDB may determine, on a case-by-case basis, to deny or grant all or any portion of the request. Most funding is approved on a reimbursement basis, but if the DDB determines it is advisable, it may decide to authorize payments in advance of an activity/project. The DDB may impose conditions on approval. All funding requests must comply with state, local and DDB ordinances and/or policies.

Contact Information:

The Community Redevelopment Agency
C. Howard Smith, Business Assistance Administrator
600 Cleveland Street, Suite 600
Office-727-562-4044
Email- Howard.Smith@myclearwater.com

Exhibit B

Salsa at the District 10.12.24			
Total budget:			
		Estimate	Actual
MARKETING COST		\$205,000.00	
CITY FEES		\$100,000.00	\$0.00
ENTERTAINMENT		\$10,000.00	\$0.00
MIDIGATION		\$80,000.00	\$0.00
flbpi		\$5,000.00	\$0.00
		\$10,000.00	

[1] 15,000.00 IS THE POLICY AMOUNT ALLOWED BY THE DDB this amount would primarily be spent on digital promos but possible some billboards and radio

[2] known salsa orchestra, sound, hotel stay if band needs to be flown in djs, and dance performers both local and national.