DOWNTOWN DEVELOPMENT BOARD GRANT FUNDING AGREEMENT - EVENT

VETERANS ALLIANCE CLEARWATER, CORP. VETERANS DAY EVENT

This Downtown Development Board Grant Funding Agreement ("Agreement") is effective February 7, 2024, between the Downtown Development Board, an independent special district operating pursuant to the ordinances and laws of the City of Clearwater ("DDB"), and Veterans Alliance Clearwater, Corp., a Florida not for profit 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 a Veterans Day Event which will include a parade in the DDB District and a commemorative event in The Sound at Coachman Park as described in the event application attached as Exhibit A and the Budget attached as Exhibit B ("Proposed Program"); and

WHEREAS, DDB desires to focus additional marketing that highlights the parade and the DDB district outside of The Sound ("Downtown/Parade Marketing"); and

WHEREAS, DDB has determined that the Proposed Program and the Downtown/Parade Marketing (collectively, "Approved Program") support DDB objectives; and

WHEREAS, DDB has determined that providing a grant to Grantee of up to \$66,000.00 to partially fund the Approved Program plus an additional amount of up to \$15,000.00 to partially fund the Downtown/Parade Marketing, all in accordance with the terms of this Agreement, is prudent use of DDB funds.

ARTICLE I. TERM

The term of this Agreement shall begin February 7, 2024, and end December 17, 2024, unless terminated earlier under the terms of this Agreement.

ARTICLE II. RESPONSIBILITIES OF GRANTEE

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 all 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 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 for use of the parade route, The Sound, 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. on December 17, 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 the 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 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.
 - 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 nondiscrimination covenants, DDB shall have the right to terminate this Agreement immediately, without regard to any grace period or opportunity to cure.
- 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 grant amount shall not exceed \$66,000.00 for the Proposed Program plus \$15,000.00 for the Downtown/Parade Marketing for a maximum total grant of \$81,000.00.

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

- 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:

Veterans Alliance Clearwater, Corp.

1000 North Hercules Clearwater, FL 33765

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:

Elîse K. Winters

Attorney for the DDB

Grantee:

Veterans Alliance Clearwater, Corp., a Florida not for profit corporation_

By:

Robert Swick as Chairman





Memorial Day Event

(May 25th, 2024)

Veterans Day Event

(November 9th, 2024)

Introduction: The Veterans Alliance of Clearwater is proud to propose a grand Memorial Day and Veterans Day event to honor and pay tribute to the brave men and women who served this great Nation and those who made the ultimate sacrifice while serving our country. This event aims to bring the community together in remembrance, gratitude, and support for our Veteran community and the fallen heroes.

Description of Project: 17th annual Veterans Alliance Clearwater Memorial Day event and Veterans Day event. We will be hosting our annual events memorializing those who served and those who fought and died serving in the United States Military. Our event will be launched with a full patriotic parade representing local businesses and community leaders routing through Downtown Clearwater to Coachman Park.

Total Cost of Annual Event Projects: \$162,000

Grant Funds Requested for Memorial Day: \$66,000

Grant Funds Requested for Veterans Day: \$66,000

Total Grant Funds Requested for 2024 Budgeted Year: \$132,000

Location: The Sound at Coachman Park

Memorial Day Event Overview Part 1: Memorial Day Parade The day's commemoration will begin with a vibrant and respectful Memorial Day morning Parade. The parade will traverse Downtown Clearwater, showcasing the participation of various businesses, veterans' organizations, military units/ recruiter, school marching bands, JROTC, first responders, scout troops, and community groups.

The parade will highlight:

- 1. Local Businesses
- 2. Military units and veteran organizations in full regalia.
- 3. Floats and displays commemorating the community support to those who served.
- Marching bands playing patriotic tunes.
- 5. Community groups showing their support through creative displays.

6. Families of fallen soldiers and veterans honored within the parade.

Memorial Day Event Overview Part 2: Commemorative Event Following the conclusion of the parade, a solemn and dignified Commemorative Event will take place in the Sound at Coachman park. This segment aims to pay a full salute to those who were killed in action, offering moments of reflection, gratitude, and honor.

Key components of the Commemorative Event:

- Opening Ceremony: The event will commence with a ceremonial opening, featuring the
 presentation of colors, the National anthem, and an invocation honoring the sacrifices of our
 fallen heroes.
- Keynote Speaker: An esteemed keynote speaker, which will be a distinguished veteran, military leader, or community figure, will deliver a poignant address, sharing stories and insights about the significance of Memorial Day and the sacrifices made by servicemen and women.
- Tribute to Fallen Heroes: A heartfelt tribute will be paid to the fallen heroes through a reading of their names or a visual presentation honoring their memory. Families of fallen soldiers will be acknowledged and presented with tokens of appreciation.
- Flyover from our US Military partners.
- Food and beverage vendors.
- 6. Community vendors.
- 7. Silent auctions.
- 8. Musical Performances and Entertainment: Live musical performances from patriotic band from around the Nation, featuring patriotic songs and melodies, hit songs and crowd pleasers.

 Additionally, there might be cultural performances or artistic displays to commemorate the day.
- Moment of Silence and Wreath Dedication: A solemn moment of silence will be observed in remembrance of the fallen. This will be followed by a ceremonial wreath laying at the designated memorial site

Veterans Day Event Overview Part 1: The day's commemoration will begin in the morning with a vibrant and respectful Veterans Day Parade. The parade will traverse Downtown Clearwater, showcasing the participation of various businesses, veterans' organizations, military units/ recruiter, school marching bands, JROTC, first responders, scout troops, and community groups.

The parade will highlight:

- Local Businesses
- 2. Military units and veteran organizations in full regalia.
- 3. Floats and displays commemorating the community support to those who served.
- Marching bands playing patriotic tunes.

- 5. Community groups showing their support through creative displays.
- 6. Families of fallen soldiers and veterans honored within the parade.

Veterans Day Event Overview Part 2: Commemorative Event Following the conclusion of the parade, a solemn and dignified Commemorative Event will take place in the Sound at Coachman park. This event will include fair like festivities with vendors and crafts.

Key components of the Commemorative Event:

- Opening Ceremony: The event will commence with a ceremonial opening, featuring the
 presentation of colors, the National anthem, and an invocation honoring those who served in
 the US Military.
- Keynote Speaker: An esteemed keynote speaker, which will be a distinguished veteran, military leader, or community figure, will deliver a poignant address, sharing stories and insights about the significance of Veterans Day and the support the community has given to our Veterans.
- 3. Special Operations Command presentation highlighting the special warfare training and history.
- 4. Flyover from our US Military partners.
- 5. Food and beverage vendors.
- 6. Community vendors.
- 7. Silent auctions.
- Musical Performances and Entertainment: Live musical performances from patriotic band from around the Nation, featuring patriotic songs and melodies, hit songs and crowd pleasers.
 Additionally, there might be cultural performances or artistic displays to commemorate the day.

How does this request help attract businesses, residents, and/or visitors to Live, Work, and Play in downtown? Our Veteran Organization consists of a multitude of Veteran services, facilities, and partners that reach across Pinellas, Pasco, Hillsborough, Manatee and Sarasota. Our organization is centrally located in Clearwater and has been directing a focus on the City of Clearwater as the Veteran special events location used by the surrounding counties. Our intent for 17 years has been to facilitate two major events annually (Memorial Day and Veterans Day) and bring more and more people into the Clearwater downtown area. This presence displays the City's ongoing and unwavering support to the Veteran community and establishes a foothold as the premier Memorial Day and Veterans Day event for the surrounding areas.

Marketing Project: The Veterans Alliance Clearwater will handle all marketing and advertising for the event and will be utilizing its vast network of Veteran service organizations, community media outlets, business partners and consulting agencies to distribute communications for Memorial Day event.

Attendance: Attendance at a Veterans Alliance events can vary depending on individual preferences, interests, and circumstances. Generally, those with a strong connection to the military, such as activeduty military personnel, Veterans, First Responders, Families of those who served, Patriotic Americans, Philanthropic Citizens, Community Leaders, and citizens of Pinellas and surrounding counties, are more likely to attend as a way to honor and remember the sacrifices made by servicemen and women.

Additionally, people who have a deep appreciation for patriotic and military-themed events, as well as those who enjoy live concerts, may also be more inclined to attend. The level of interest in patriotic or military themes, personal experiences, and local community culture can influence attendance as well.

2000+ people estimated to attend.

Additional sponsors will include the American Legion, The City of Clearwater and our Community Partners. Media will highlight and showcase event. Representatives from multiple media outlets will be in attendance and/or on our event planning committee.

Conclusion: This Memorial Day event and Veterans Day event aim not only to celebrate the bravery and sacrifice of our fallen heroes and those who served but also to unite the community and surrounding communities in a shared sense of gratitude and respect. It will be an opportunity for us all to come together, pay homage, and express heartfelt appreciation for the sacrifices made by our servicemen and women.

We seek support and collaboration from various community organizations, businesses, sponsors, and volunteers to ensure the success of this significant event in honoring our heroes.

Thank you for considering this proposal, and we look forward to creating a memorable and respectful Memorial Day and Veterans Day event for the City of Clearwater.

Sincerely,

Robert Groover, President Veterans Alliance Clearwater



Funding Request Form

Type of Grant Request: ☑ Marketing ☑ Special Event (Please include additional form)
☐ Business Assistance
Applicant/Primary Contact Person: ROBERT GROOVER
Name of Organization: VETERANS ALLIANCE CLEARWATER, CORP
Address: 1000 NORTH HERCULES
City: CLEARWATER State: FL Zip: 33765
Cell phone:()(785)307-0362 Office Number:
E-mail address: ROBBY@RWGglobal.com Website/Social Media Links: veteransallancefl.org
Description of Project: SEE ATTACHED DOCUMENTATION
Total Project Cost: \$\\$81,000 Amount of Grant Funds Requested: \$\\$66,000 Applicant's Financial Contribution: \$\\$10,000 Third Party Contributions: \$\\$5,000
When will the project take place? November 9th, 2024 Who will implement the project? The Veterans Alliance of Clearwater Special Events Committee and Post 7 American Legion
Where will the project occur? The Sound at Coachman Park
How does this request help attract businesses, residents, and/or visitors to Live, Work, and Play in downtown? SEE ATTACHED DOCUMENTATION
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: Date: 1/27/2024



Special Event Funding Request Additional Information

Title of Event: Veterans Alliance Clearwater Memorial Day Event	
Date of Event: November 9th, 2024	
Description of Special Event: SEE ATTACHED DOCUMEN	NTATION
Who is the intended audience for this event? What is the anticipated	l attendance? US Military, Veterans,
First Responders, Families of those who served, Patriotic A	mericans, Philanthropic Citizens,
Community Leaders, and citizens of Pinellas and surrounding counties.	2000 people estimated to attend.
Total Event Cost: \$\\$81,000 Amount of Grant Fu	nds Requested: \$\\$66,000
Where will the event be held? The Sound at Coachman Park	_
Have you contacted the City of Clearwater's Special Events Department Yes	nent about this event?
Additional Sponsors or Media Outlets for Event: Sponsors will include the	city of Clearwater and Community Partners. Media
Has this event been funded by the DDB before?□Yes ☑ No □Un	asure
All information contained herein is true and correct to the best of m Downtown Development Board can decide to fund or not fund any	grant request and their decision is final.
Applicant Signature: RWG II	Date: 1/27/2024







VETERANS DAY THANK YOU FOR YOUR SERVICE



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	TERSOR BRANDON POST	

MEMORIAL DAY EVENT 2024						
Event Fees	Budgeted Expenses		VAC Expenses		DDB Request	
Sound and Lighting	\$	21,000.00	\$	5,000.00	\$	16,000.00
Labor Expenses and Setup	\$	10,000.00	\$	87	\$	10,000.00
Music and Entertainment- Speakers, Band, Emcee, Decorations	\$	10,000.00	\$		\$	10,000.00
Site Services- Restrooms, Equipment, Tents, Fencing, Diplays	\$	3,000.00	\$	3,000.00	\$	
Food and Beverage- Vendors, Tables, Equipment and supplies	\$	10,000.00	\$	974	\$	10,000.00
Marketing- Print, Signage, Radio, TV, Digital, and Social Media	\$	25,000.00	\$	5,000.00	\$	20,000.00
Operating Expenses- Security & Insurance	\$	2,000.00	\$	2,000.00	\$	
	\$	81,000.00	\$	15,000.00	\$	66,000.00

VETERANS DAY EVENT 2024							
Event Fees		Budgeted Expenses		VAC Expenses		DDB Request	
Sound and Lighting	\$	21,000.00	\$	5,000.00	\$	16,000.00	
Labor Expenses and Setup	\$	10,000.00	\$	-	\$	10,000.00	
Music and Entertainment- Speakers, Band, Emcee, Decorations	\$	10,000.00	\$	1-	\$	10,000.00	
Site Services- Restrooms, Equipment, Tents, Fencing, Diplays	\$	3,000.00	\$	3,000.00	\$	-	
Food and Beverage- Vendors, Tables, Equipment and supplies	\$	10,000.00	\$	-	\$	10,000.00	
Marketing- Print, Signage, Radio, TV, Digital, and Social Media	\$	25,000.00	\$	5,000.00	\$	20,000.00	
Operating Expenses- Security & Insurance	\$	2,000.00	\$	2,000.00	\$	(2)	
	\$	81,000.00	\$	15,000.00	\$	66,000.00	

Total 2024 Budgeted Year	Total Budgeted Expenses	Total VAC Expenses	Total DDB Request
	\$ 162,000.00	\$ 30,000.00	\$ 132,000.00