

**NATURE AND CULTURE DESTINATION ENHANCEMENT GRANT PROGRAM  
MANDATORY ADDITIONAL TERMS AND CONDITIONS FOR PURCHASE ORDERS**

In accordance with §125.0104, Florida Statutes, the County has allocated a portion of the Tax to create and fund the Nature and Culture Destination Enhancement Grant Program (“Program”), the purpose of which is to promote and advertise activities, services, venues, and events that will attract tourists to Alachua County.

On November 10, 2020, the Alachua County the Board of County Commissioners awarded the Applicant grant funding for the Event on the terms.

All grant funding must be used for the Event in accordance with the provisions of §125.0104, Florida Statutes.

**Allowable Expenses.**

All funds are available on a reimbursement basis only. Copies of paid invoices, cancelled checks, tear sheets, printed samples or other backup information that shows proof-of-payment must accompany all requests for funds. All requests for reimbursement must be received in a timely fashion from the close of the Event.

The Applicant shall submit a year-end report to the Alachua County Visitors and Convention Bureau no later than November 30, 2021, which documents the Applicant’s overall activities during the entire grant period.

The Applicant shall allow the County, or its agents, full access to the funded event(s) to facilitate information gathering on the impact of the Event.

At least of Twenty-Five Percent (25%) of the total grant funding award must be used to for “Out of County” marketing of the Event. “Out of County” marketing is defined as advertising, promotion, direct sales, publicity and sales activities that take place and are directly targeted to persons and groups that live outside the boundaries of Alachua County, and whose purpose is to attract tourists to Alachua County;

No more than Seventy-Five Percent (75%) of the total grant funding award may be used for Operational expenses for the Event, as set forth in the application and Revised Event Budget for Tourist Development Fund Expenditures. If there is a conflict or inconsistency between the Operational expenses set forth in the Application or Revised Event Budget, the Revised Event Budget shall take precedence.

**Non-Allowable Expenditures**

This grant will not reimburse for the following disallowable expenditures:

Salaries, benefits, travel, or expenses of personnel not directly related to the creation of the programs, events or attractions that are open to the public;

Payment of any bills of a personal nature, such as rent, mortgage, utilities, personal vehicles;

Real property; capital improvements, including but not limited to new construction, renovation, restoration, installation or replacement of fixtures, and tangible personal property;

Interest or reduction of deficits or loans, fines, penalties, or cost of litigation;

Expenses incurred or obligated prior to or after funding period;

Member-only events, entertainment, food or beverages for private events;

Events which are restricted to private or exclusive participation;

Making payments or reimbursements for goods or services purchased for previous or other events, invoices paid outside of contract period;

Advertising, printing or other expenses that omit the Visit Gainesville, Alachua County, FL logo and/or recognition.

Benefits, projects, and fundraisers that benefit organizations other than the contracted applicant.

Benefits and projects planned primarily for fundraising purposes;

Prize money, scholarships, awards, plaques, certificates, or contributions;

Political or religious events;

Alcohol;

Any expenditure not authorized by Alachua County Code of Ordinances.

### **Credit Attribution Requirements**

All grantees must include the Visit Gainesville, Alachua County, FL logo and the following statement, “Funded in part by Visit Gainesville, Alachua County” on all organizational and promotional materials, including but not limited to print brochures, flyers, programs, posters, postcards, website, digital, radio, television, billboards, and promotional items.

### **Social Media Promotion Guideline**

Guidelines for expenditures on social media. Please include screenshots of the promotions as backup with invoices. Facebook / Twitter / Instagram / YouTube / Other social media outlets: Tag post with “Funded in part by Visit Gainesville, Alachua County, FL” (Text or Logo) and use hashtags #WhyILoveGNV or #WhatsGoodAlachuaCounty

### **Failure to Meet the “Out of County” Marketing Requirements**

In the event the Applicant fails to meet the “Out of County” marketing requirements, the total award will be reduced by a ratio of three dollars (\$3.00) for every one dollar (\$1.00) that the Applicant fails spend on required “Out of County” marketing.

If the County pays the Applicant an amount that exceed the adjusted Grant Award amount, which was reduced due to the Applicant’s failure to meet the “Out of County” marketing expense, the Applicant shall immediately reimburse the difference to the County.

All payments by the Applicant to the County that are required by paragraph must be paid within sixty (60) days of the Event date or, if the Event is comprised of more than one (1) activity or event, by the end of the Event cycle period, whichever is applicable.

If funding is not timely reimbursed to the county, the County may elect to disqualify the Applicant from future grant funding eligibility for two (2) grant cycles. If the Applicant does not voluntarily reimburse the County, the Applicant shall be automatically disqualified from future grant funding eligibility for three (3) grant cycles.

### **Indemnification.**

To the maximum extent permitted by Florida law, the Applicant agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Applicant and other persons employed or utilized by the Applicant regarding the Event or the use of the Grant Funding awarded by the County. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Applicant's insurance coverage. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

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