

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: United Arts Contract

DEPARTMENT: Tourism Development **DIVISION:** _____

AUTHORIZED BY: Suzan Bunn **CONTACT:** Fran Sullivan **EXT.** 2906

Agenda Date 8/22/06 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute agreement between Seminole County, United Arts of Central Florida, Inc. and Seminole Cultural Arts Council.

BACKGROUND:

At their January 24, 2006 regular meeting, the Board of County Commissioners approved an amendment to the existing agreement between Seminole County, United Arts of Central Florida, Inc. and Seminole Cultural Arts Council. The amendment increased the contract amount from \$100,000 to \$205,745. The increase of \$105,745 was based on the Board's approval in October 2005 to increase funding to \$.50 per capita, using BEBR data showing a 2005 population of 411,490 in Seminole County.

Funds are distributed as follows (\$51,436.25 per quarter):

\$ 83,920	Retained by United Arts	Projects Grants Funds*
\$ 9,325	Retained by United Arts (10%)	Administrative Costs
\$ 50,000	Helen Stairs Theatre	
\$ 37,500	Seminole Cultural Arts Council, Inc.	
	\$27,500 Seminole County Local Grants, Events, Promotions	
	\$10,000 Arts Coordinator	
\$ 25,000	Orlando Ballet	
\$205,745		

* \$20,000 will go to Seminole County K-12 students.

Reviewed by:
Co Atty: _____
DFS: <u>LS</u>
Other: _____
DCM: <u>SS</u>
CM: <u>OC</u>
File No. <u>CTD34</u>

The original contract for a one-year term with the County's sole option to renew the contract for two additional terms of one year each, takes the agreement through September 2006. Staff seeks Board approval to continue funding at the same level.

UNITED ARTS OF CENTRAL FLORIDA, INC. AGREEMENT

THIS AGREEMENT is made and entered this ____ day of _____, 2006, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY", **UNITED ARTS OF CENTRAL FLORIDA, INC.**, a Florida not-for-profit corporation, whose mailing address is Post Office Box 940068, Maitland, Florida 32794-0068, hereinafter referred to as "UNITED ARTS", and **SEMINOLE CULTURAL ARTS COUNCIL, INC.**, a Florida not-for-profit corporation, whose mailing address is P.O. Box 4100, Sanford, Florida 32772-04100, hereinafter referred to as "SEMINOLE".

W I T N E S S E T H:

WHEREAS, UNITED ARTS is a Florida not-for-profit corporation which promotes the development and awareness of arts and cultural activities for all ages within the Central Florida area; and

WHEREAS, SEMINOLE is a Florida not-for-profit corporation which promotes the development and awareness of arts and cultural activities for all ages within Seminole County, Florida; and

WHEREAS, the COUNTY has deemed that the development and awareness of the arts and cultural activities serves a COUNTY public purpose and will benefit the citizens of Seminole County, Florida; and

WHEREAS, the COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

NOW, THEREFORE, in consideration of the mutual understandings, promises, representations, and covenants set forth herein, the COUNTY, UNITED ARTS and SEMINOLE agree as follows:

Section 1. Recitals. The above recitals are true, correct, and are incorporated herein as fully as if set forth hereafter.

Section 2. Term. The term of this Agreement is from October 1, 2006 through September 30, 2007, the date of signature by the parties notwithstanding and shall automatically be renewed thereafter, at the COUNTY'S sole option, for two (2) consecutive terms of one (1) year each, unless earlier terminated as provided herein.

Section 3. Services.

(a) UNITED ARTS shall use funds from this Agreement to facilitate the development and awareness of arts and cultural activities within Seminole County, Florida. These funds shall supplement other funds previously committed by UNITED ARTS to Seminole County activities, as set forth in earlier agreements between COUNTY and UNITED ARTS. UNITED ARTS shall provide funding to Seminole County based arts and cultural organizations on the recommendations of SEMINOLE as set forth in Exhibit "A," attached hereto and incorporated herein. Services provided by this Agreement shall be limited to those activities and events benefiting Seminole County residents or occurring within Seminole County or sponsored by Seminole County based arts and cultural organizations.

(b) UNITED ARTS shall recognize the COUNTY, at COUNTY'S sole election, as a member of the UNITED ARTS Board of Trustees for the duration of this Agreement. The COUNTY'S Board of County Commissioners shall appoint COUNTY'S representative to the UNITED ARTS Board of Trustees and notify UNITED ARTS in accordance with Section 11 herein.

Section 4. Termination. This Agreement may be terminated by any party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party, or at the option of the COUNTY, immediately in the event that UNITED ARTS or SEMINOLE fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by a party after that party has received notice of termination. Upon said termination, that party shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 5, 8 and 10, hereunder shall survive the term of this Agreement as a whole.

Section 5. Indemnification.

(a) The COUNTY, its commissioners, officers, employees and agents shall not be deemed to assume any liability for the acts, omissions, or negligence of UNITED ARTS or SEMINOLE, their officers, employees or agents. UNITED ARTS and SEMINOLE, respectively, shall indemnify and hold harmless the COUNTY, its commissioners, officers, employees and agents from and against all claims, damages, costs and expenses, including reasonable attorney fees and attorney fees on appeal, arising out of or resulting from its operations under this Agreement.

(b) UNITED ARTS and SEMINOLE shall respectively indemnify and save harmless the COUNTY, its commissioners, officers, employees, and agents from and against any and all claims, suits, actions, damages or causes of action of any kind arising from this Agreement and resulting

or accruing from any negligent act, omission or error of UNITED ARTS or SEMINOLE, respectively, their officers, agents, employees or servants.

(c) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity by the COUNTY beyond that waiver provided for in *Section 768.28, Florida Statutes*.

(d) The waiver of a provision herein by either party shall not constitute the further waiver of said provision or the waiver of any other provision.

Section 6. Funding. The COUNTY hereby agrees to provide financial assistance to UNITED ARTS in the amount of FIFTY-ONE THOUSAND FOUR HUNDRED THIRTY-SIX AND 25/100 DOLLARS (\$51,436.25) on a quarterly basis up to the maximum sum of TWO HUNDRED FIVE THOUSAND SEVEN HUNDRED FORTY-FIVE AND NO/100 DOLLARS (\$205,745.00) annually. The parties hereby agree that the funds provided hereunder shall be granted to and used by UNITED ARTS and SEMINOLE as set forth in Exhibit "A," including the expenditure of funds for necessary administrative costs; provided, however, that such administrative costs shall not exceed ten percent (10%) of the funding provided by the COUNTY hereunder.

Section 7. Payment. Payment of the amounts set forth above shall be made upon receipt by the COUNTY of the following:

(a) A payment request from UNITED ARTS identifying the amount for which UNITED ARTS seeks COUNTY payment.

(b) A verification by the COUNTY that UNITED ARTS has complied with the requirements as contained in this Agreement.

Payment requests shall be sent to:

Original and one copy to: Director
Tourism Development Department
1230 Douglas Ave., Suite 116
Longwood, Florida 32779

Section 8. Reporting Requirements.

(a) In the performance of this Agreement, UNITED ARTS and SEMINOLE shall maintain books, records and accounts of all activities in compliance with standard accounting procedures.

(b) UNITED ARTS and SEMINOLE shall provide a quarterly report by the 30th day of the final month of each calendar quarter to the COUNTY as set forth in the Quarterly Report Form, attached hereto and incorporated herein as Exhibit "B".

Section 9. Access to Records. UNITED ARTS and SEMINOLE shall allow the COUNTY, its duly authorized agents and the public access to such of UNITED ARTS' and SEMINOLE'S records as are pertinent to all services provided hereunder at reasonable times and under reasonable conditions for inspection and examination in accordance with *Chapter 119, Florida Statutes*.

Section 10. Audit. UNITED ARTS and SEMINOLE shall each submit to the COUNTY an annual audit report for the term of the Agreement. UNITED ARTS and SEMINOLE shall each submit the annual audit reports to the COUNTY on or before the 90th day following the final month of their respective fiscal year or within ninety (90) days following the termination of this Agreement as set forth in Section 4 herein, whichever occurs earlier.

Section 11. Notices. Whenever a party desires to give notice unto the others, it shall be given in writing by certified United States mail, with return receipt requested or by hand delivery and sent to:

For COUNTY: County Manager
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

For UNITED ARTS: United Arts of Central Florida, Inc.
253 N. Orlando Avenue, Suite 201
P.O. Box 940068
Maitland, Florida 32794-0068

For SEMINOLE: Seminole Cultural Arts Council, Inc.
P.O. Box 180086
Casselberry, Florida 32718-0086

The parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 12. Assignments. No party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the others. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon any person, firm, bank, lending institution, or corporation any right, remedy, or claim, legal or equitable, under or by reason of this Agreement or any covenant, condition, or stipulation hereof, as this Agreement and all its covenants, conditions and stipulations is intended to be for the sole and exclusive benefit of the COUNTY, UNITED ARTS and SEMINOLE.

Section 13. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all

oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

Section 14. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, UNITED ARTS and SEMINOLE shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to UNITED ARTS or SEMINOLE as provided hereinabove.

Section 15. Conflict of Interest.

(a) UNITED ARTS and SEMINOLE agree that they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government.

(b) UNITED ARTS and SEMINOLE hereby certify that no officer, agent or employee of the COUNTY has any material interest (as defined in *Section 112.312(15), Florida Statutes*, as over 5%) either directly or indirectly, in the business of UNITED ARTS or SEMINOLE, respec-

tively, to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to *Section 216.347, Florida Statutes*, UNITED ARTS and SEMINOLE hereby agree that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purpose herein expresses on the day and year first above written.

ATTEST:

UNITED ARTS OF CENTRAL FLORIDA, INC.

RITA BORNSTEIN, Secretary

By: _____
MARGOT H. KNIGHT, President and CEO

(CORPORATE SEAL)

Date: _____

ATTEST:

SEMINOLE CULTURAL ARTS COUNCIL, INC.

BRENT ADAMSON, Secretary

By: _____
LINDA MOORE, President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency

County Attorney
AEC/lpk
7/13/06 7/18/06
unitedarts

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Quarterly Report Form

EXHIBIT A

Scope of Services

Fiscal Year: 2006/07

Fiscal Year: 2007/08

Fiscal Year: 2008/09

AGENCY: United Arts of Central Florida

Margot H. Knight, President & CEO

253 N. Orlando Avenue

P.O. Box 940068

Maitland, FL 32795-0068

The above agency will provide the following services for the residents of Seminole County during fiscal years 2006/07; 2007/08; 2008/09:

The distribution of the \$205,745* in funds provided by Seminole County will be distributed to United Arts of Central Florida, Inc. in the following manner:

\$83,920	Retained by United Arts	Projects Grants Funds*
\$ 9,325	Retained by United Arts (10%)	Administrative Costs
\$50,000	Helen Stairs Theatre+	
\$37,500	Seminole Cultural Arts Council, Inc.	
	27,500 Seminole County Local Grants, Events, Promotions	
	10,000 Arts Coordinator	
<u>\$25,000</u>	Orlando Ballet	
\$205,745		

*\$20,000 will go to Seminole County K-12 students.

Services shall be reimbursed quarterly at the following rate:

October – December	\$51,436.25
January – March	\$51,436.25
April – June	\$51,436.25
July – September	\$51,436.25
	\$205,745.00

*4/1/2005 BEBR Report Seminole County Population 411,490 x \$.50 = \$205,745

+Restriction will be lifted from the Helen Stairs Theatre, so that they can apply for matching funds.

REPORT PERIOD: _____

AGENCY: United Arts of Central Florida, Inc.
Margot H. Knight, President & CEO
253 N. Orlando Avenue
P.O. Box 940068
Maitland, FL 32795-0068

Seminole County agencies funded this period _____

Programs/Activities conducted this period _____

Organizations Funded in Seminole County	Amount
United Arts of Central Florida	

Funds Requested This Period	\$
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