

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: United Arts Contract

DEPARTMENT: Tourism Development DIVISION: _____

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

Agenda Date 09/26/06 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION:

Staff is requesting direction from the Board as to increasing the per capita funding for United Arts.

BACKGROUND:

At their January 24, 2006 regular meeting, the Board of County Commissioners approved an amendment increasing the existing 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. United Art's ultimate goal is funding at \$1.00 per resident from each participating county government.

At their regular meeting on August 22, 2006, County Commissioners approved the 2006-2007 agreement at the current level of \$.50 per capita. Staff was directed to look into funding issues and other initiatives that could be funded with an increase. Attached are a chart and notes relative to current distribution at \$.50 per capita and proposed distribution at \$.75 per capita and \$1.00 per capita.

Staff is requesting direction on how to proceed with this contract.

Reviewed by:
Co Atty: _____
DFS: _____
Other: _____
DCM: *SB*
CM: *CS*
File No. RTD 44

NOTES for United Arts Contract Distribution:

1. United Arts (UA) informed staff that Helen Stairs Theatre submitted a full application for general operating support using the same process ALL major cultural organizations follow for funding. This review by UA's Standards and Allocations Committee will be shared with both the Theatre Board and Seminole County. It outlines the organization's business strengths and challenges along with recommendations. This review does NOT affect the amount of funding available via these pass-through funds.

Staff is recommending allocation of additional monies to Helen Stairs Theatre due to three new programs in development. Helen Stairs Theatre will again be eligible for additional funds via United Arts campaign. United Arts will provide a 15% match for every eligible dollar raised through Campaign 2007 (February-May, 2007).

2. United Arts recommended increasing the Seminole Cultural Arts Council's (SCAC) funding to support a full-time administrator for the agency. They plan to match Seminole County funding with other sources of funding.

Based on the minutes of the August 22, 2006 BCC meeting, staff did not feel this was the direction of the Board.

3. SCAC will work with UA to integrate and coordinate its grants programs to reduce duplication of effort by them AND by potential grantees.

4. Staff is recommending additional monies to fall under SCAC for Seminole County art related programs for students. DeDe Shaffner has volunteered to head up a committee to administer these funds. Uses of these funds would include items not included in the UA school funding criteria, such as providing expenses for Seminole County student groups traveling for special performances, i.e., Macy's Day Parade; and funding student experiences and appreciation of Seminole County artistic, cultural and musical groups that are not affiliated with UA.

5. Orlando Ballet will continue to receive \$25,000 in pass-through funding in recognition of the students served via their new school in Seminole County.

6. UA's administration and regional fundraising efforts will be supported by \$14,361.75 at \$.75 p.c. or \$23,649 at \$1 p.c. This also supports costs for regional marketing (Red Chair Project), awareness (Orlando Arts Magazine) and capacity building workshops on sales and governance for cultural organizations.

7. Per the Board's direction, staff is recommending allocation of a specific amount of the grant monies by UA for Seminole County artistic groups/projects only.

8. Seminole County's contribution to UA's total grants pool represents 4.9% at \$.75 p.c. and 8% at \$1 p.c. Current contribution levels for Orange County and the City of Orlando are 27.7% and 14.4% respectively. Seminole County audiences represent 18.4% of all audiences served.

A) UA's project grants are matching grants up to \$20,000 for cultural organizations with budgets of \$600,000 or less. In FY 2006, \$23,500 was awarded to three (3) Seminole County groups through this grant pool. For FY 2007, over \$85,000 in requests were received from six (6) Seminole County groups, including an additional project grant request from Helen Stairs Theatre. The dollar amount given to the Seminole County 2007 grantees has not yet been awarded. The total pool of approximately \$230,000 was increased to \$260,000 for FY07 and will increase again for FY 2008. These groups provided 91,014 services to Seminole County residents in FY 2005.

B) Operating grants and campaign match awards are provided to major cultural organizations who serve the entire Central Florida region with budgets in excess of \$600,000. Though physically headquartered in Orange County, these groups provided services to 318,061 Seminole County residents in FY 2005. Grants to large organizations increased 6.1% from \$2,215,000 to \$2,351,500 for FY 2007. When the statistics for FY 2006 are compiled, an increase in Seminole County attendees is expected due to increased outreach and advertising.

C) UA's grants for individual artists and administrators are matching grants of up to \$1,500 for career and professional development. Visual artists apply for the bulk of these funds. In FY 2006, \$8,800 was awarded to six (6) Seminole county residents. The total pool for FY 2007 is approximately \$30,000.

D) United Arts will work with both Helen Stairs Theatre and SCAC to strengthen both management and programs by retaining consultants to assist in the development of strategic plans. We would anticipate spending \$10,000-\$15,000 for these services.

8. UA currently has a contract with Seminole County Public Schools for \$50,000 to provide curriculum-based cultural experiences to K-12 students. UA supplements this with additional corporate funding (e.g. Progress Energy; Orlando Harley-Davidson; Walt Disney World FUNAI Classic, etc.) of about \$12,528 annually. Funding available for Seminole County students (including private and home-schooled students) will be increased by an additional \$20,000 at \$.75 p.c. and \$30,000 at \$1 p.c. to provide approximately 3,000-4,000 and 5,000-6,000 additional experiences respectively (depending on transportation costs).

SEMINOLE COUNTY APPROPRIATION FOR ARTS AND CULTURE
VIA UNITED ARTS

| | Current Allocation .50 FY07 | Amended Allocation @ .75 FY07 | Amended Allocation @ 1.00 FY07 |
|---|-----------------------------------|-------------------------------------|--------------------------------------|
| Fiscal Year '07 Agreement | \$ 205,745.00 | \$ 308,617.50 | \$ 411,490.00 |
| Organizations Funded: | Amount | Amount | Amount |
| 1. UA – Direct Programs/Administration/Marketing | 9,324.50 | \$ 14,361.75 | \$ 23,649.00 |
| 2. UA - Seminole County Grants/Art Projects | \$ - | \$ 40,000.00 | \$ 40,000.00 |
| 3. UA – Grants & Technical Assistance | \$ 63,920.50 | \$ 81,755.75 | \$ 155,341.00 |
| 4. UA – Seminole County Schools Cultural Experience | \$ 20,000.00 | \$ 40,000.00 | \$ 50,000.00 |
| Subtotal – United Arts | \$ 93,245.00 | \$ 176,117.50 | \$ 268,990.00 |
| 5. SCAC –Arts Coordinator (distributed by UA) | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 |
| 6. SCAC – Local Grants, Events, Promotions | \$ 27,500.00 | \$ 27,500.00 | \$ 27,500.00 |
| 7. SCAC - Seminole County Schools Student Programs | \$ - | \$ 10,000.00 | \$ 10,000.00 |
| Subtotal – Seminole Cultural Arts Council | \$37,500.00 | \$ 47,500.00 | \$ 47,500.00 |
| 8. Helen Stairs Theatre (distributed by UA) | \$ 50,000.00 | \$ 60,000.00 | \$ 70,000.00 |
| 9. Orlando Ballet (distributed by UA) | \$ 25,000.00 | \$ 25,000.00 | \$ 25,000.00 |
| Total Funding: | <u>\$205,745.00</u> | <u>\$ 308,617.50</u> | <u>\$ 411,490.00</u> |

UNITED ARTS OF CENTRAL FLORIDA, INC. AGREEMENT

THIS AGREEMENT is made and entered this 25 day of Aug., 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:

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Eva Rouch
DEPUTY CLERK

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.

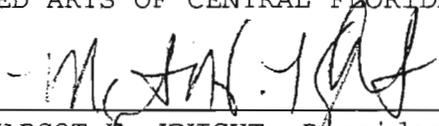
(c) Pursuant to Section 216.347, Florida Statutes, UNITED ARTS and SEMINOLE hereby agree that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

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:


RITA BORNSTEIN, Secretary
NAI KAWOKE, Chair
(CORPORATE SEAL)

UNITED ARTS OF CENTRAL FLORIDA, INC.

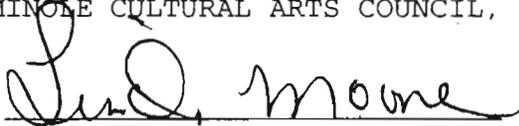
By: 
MARGOT H. KNIGHT, President and CEO

Date: 8-09-06

ATTEST:

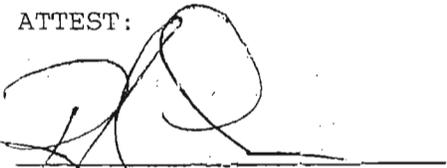

BRENT ADAMSON, Secretary
(CORPORATE SEAL)

SEMINOLE CULTURAL ARTS COUNCIL, INC.

By: 
LINDA MOORE, President

Date: Aug 9, 2006

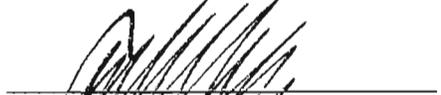
ATTEST:



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

For the use and reliance
of Seminole County only.

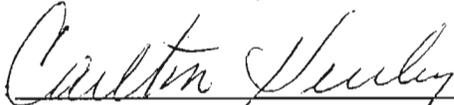
Approved as to form and
legal sufficiency


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

Attachments:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By 
CARLTON HENLEY, Chairman

Date: 8-25-06

As authorized for execution by
the Board of County Commissioners
at their Aug. 22, 2006
regular meeting.

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.

EXHIBIT B

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 | \$ |
|-----------------------------|----|