

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: United Arts Contract

DEPARTMENT: Tourism Development **DIVISION:** _____

Suzan Bunn
AUTHORIZED BY: Suzan Bunn **CONTACT:** Suzan Bunn **EXT.** 2901

Agenda Date 10/25/05 Regular <input type="checkbox"/> Consent <input type="checkbox"/> Work Session <input type="checkbox"/> Briefing X Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>

MOTION/RECOMMENDATION:

Staff is requesting direction on the United Arts Contract.

BACKGROUND:

The County entered into an agreement with United Arts and the Seminole County Arts Council (SCAC) on October 13, 2003 to develop and promote the arts and cultural activities for all ages within the Central Florida area and, specifically within Seminole County. The original contract was for one year, with the County's sole option to renew the contract for two additional terms of one year each, which would take the contract through September 2006. The 05/06 FY would be the third term.

This contract is for \$100,000 per year to be distributed as follows:

- \$10,000 retained by United Arts (10%) for Administrative Costs
- \$10,000 retained by United Arts for a Project Grants Fund
- \$80,000 provided to Seminole County Arts Council to be distributed as follows:
 - \$50,000 Helen Stairs Theatre
 - \$20,000 Seminole County Local grants, events and promotions
 - \$10,000 Arts Coordinator

The contract provides for distribution of funds on a quarterly basis to United Arts (\$25,000 per quarter) and requires quarterly reporting by both United Arts and SCAC documenting the Seminole County agencies, programs and activities funded by each. The United Arts' quarterly reports are contained in their file in the Tourism Development Office.

Reviewed by:
Co Atty: _____
DFS: _____
Other: _____
DCM: <u>SB</u>
CM: <u>SB</u>
File No. <u>BT001</u>

A letter was received by Chairman Henley on August 22, 2005, from the Seminole Cultural Arts Council, requesting payment be made directly to the Seminole Cultural Arts Council, eliminating payment through United Arts of Central Florida. The letter further requested that the Board consider increasing the allotment from the Seminole Cultural Arts Council by \$20,000 to include promotion, marketing and expenses for a feasibility study for a performing arts center in Seminole County.

Therefore, staff is requesting direction on how to proceed with the United Arts contract. The term of the current contract with United Arts is from October 1, 2003 through September 30, 2004, with an automatic renewal for two (2) consecutive terms of one year unless terminated. In order to terminate the contract, either party may, at any time without cause, provide thirty days written notice.

Attachments:

April 9, 2002	BCC Minutes
April 23, 2002	Memo to Board
June 11, 2002	BCC Minutes
June 14, 2002	United Arts Contract
October 14, 2003	United Arts Contract
August 22, 2005	Letter from Seminole Cultural Arts
October 10, 2005	Letter from Helen Stars

APRIL 9, 2002

Public Works
Engineering

47. Approve and authorize Chairman to execute First Supplemental and Second Amended Resolution of Necessity #2002-R-56, as shown on page _____, relating to the Lake Emma Road Project from Longwood Hills Road to Sand Pond Road.

Tourism Development

48. Approve and authorize Chairman to execute Agreement, as shown on page _____, between Seminole County and Meder Enterprises to promote the 2002 ISA Co-Ed World Championships to be held at the County's softball complex (\$5,000).

Districts 1, 2, 3, 4 and 5 voted AYE.

Commissioner Maloy discussed Item #15, Contract to continue the support of United Arts through September, 2003. He said he believes the arts should be funded by the private sector and not the public sector. He added that he does not like government subsidizing art.

Motion by Commissioner Maloy to take no action on the Contract with United Arts for support through September 2003.

The Chairman called for a second to the motion with no response. Whereupon, the **motion died for the lack of a second.**

Commissioner Morris stated he does not believe he has seen a financial report.

Upon inquiry by Commissioner Morris, Community Assistance Manager, David Medley, addressed the Board to advise the contract expired the end of March. Discussion ensued.

Commissioner Morris stated he believes the Board needs more information about the past distributions. He questioned who the arts coordinator is. He added that one of the commitments made for this money was that there would be a full reporting on where the money was spent.

Commissioner Van Der Weide stated the Board finds itself in this type of predicament much too often.

APRIL 9, 2002

Chairman McLain stated that just because the County gives \$100,000 does not mean they cannot receive more than that amount for County projects. He said he hopes the new Executive Director of United Arts can come to the next Board meeting to discuss these issues.

Motion by Commissioner Morris, seconded by Commissioner Van Der Weide to continue to a future meeting (at the Chairman's & County Manager's discretion) consideration of the United Arts Contract.

Under discussion, Commissioner Maloy stated he would like to see what has been the total amount given by Seminole County during the past five years.

Commissioner Henley stated he sees only \$10,000 budgeted for small grants in Seminole County and he is not happy with the distribution.

Districts 1, 2, 3, 4 and 5 voted AYE.

CONSTITUTIONAL OFFICERS' REPORTS

CLERK'S REPORT

CONSENT AGENDA

Motion by Commissioner Morris, seconded by Commissioner Van der Weide to approve and authorize the following:

1. Expenditure Approval Lists, as shown on page _____, dated March 19 & 26, 2002; and Payroll Approval List, as shown on page _____, dated March 14, 2002.
2. Chairman to execute the following Satisfactions of Judgment for Bail Bond Liens:

Chester Lamont Bradley & Safety National Casualty - \$201
Segundo Rener Mercado & Accredited Surety - \$413
Charles Thomas Miller & Continental Heritage Ins. - \$6,038
Juan Tomas Sosa & American Bankers Ins. - \$4,988
Rafael D. Torres & Continental Heritage Ins. - \$1,038
Chuen Sary Wang & Continental Heritage Ins. - \$4,988
Raymond Williams & Seneca Ins. - \$2,038



Department of Community Services
Community Assistance Division
400 West Airport Blvd.
Sanford, FL 32773
Phone: (407) 665-3270
FAX: (407) 665-3249

MEMORANDUM

TO: Seminole County Board of County Commissioners
Daryl McLain, Chairman
Calton Henley
Grant Maloy
Randy Morris
Dick Van Der Weide

FROM: David Medley, Community Assistance Manager *DM*

THROUGH: Phillip C. Stalvey, Community Services Director *PS*

DATE: April 23, 2002

SUBJECT: United Arts Contract

On April 9, 2002, the BCC postponed a decision on the renewal of a contract with United Arts of Central Florida pending receipt of additional information about services provided to the residents of Seminole County. Attached to this memo please find the following:

ATTACHMENT A – A summary of support provided to Seminole County programs in the amount of \$88,000. (Note: By contract, United Arts is allowed to use up to 12% [\$12,000] for Administrative Support. Under terms of the proposed contract, this amount will be reduced to 10% [\$10,000])

ATTACHMENT B – A summary of the United Arts "Organizational Grants Program – Special Projects". Seminole County groups are highlighted.

ATTACHMENT C – A five year history of the "Special Projects" (Attachment B)

ATTACHMENT D – A summary of projects funded this past year by Seminole Arts Council from "State of the Arts" License Plate Fees.

ATTACHMENT E – A summary of children served by United Arts

cc: Kevin Grace
Sally Sherman ✓
Phillip C. Stalvey

United Arts of Central Florida, Inc.
Seminole County Government
FYE July 31, 2002

ATTACHMENT A

Date	Check #/ Ref.	Payee	Description	Payment	Total
11/30/01	6596	Bach Festival	Helen Stairs on 11/17/01	2,000.00	
3/14/02	6900	Bach Festival	Perf @SCC 3/5/02	5,000.00	
		Total Bach Festival			7,000.00
8/9/01	6257	Helen Stairs	Brochure Helen Stairs 01-02	15,360.00	
7/31/01	6225	Helen Stairs Theatre	Inv. 18180-brochure scans, printing	1,295.77	
			\$600-Wekiva River Players 1/25-2/10/02		
			\$600-Central Florida Lyric Opera 1/12/01		
			\$5,000-Adam Steinfeld Magic Live Deposit		
2/1/02	6763	Helen Stairs Theatre	\$890-Public. & Supp-ads/inserts	7,090.00	
			\$600 ea to Wekiva River Players (2) & Central FL Lyric Opera (2)	2,400.00	
3/14/02	6899	Helen Stairs Theatre	\$600-Wekiva River Players 10/5-21/01		
11/7/01	6580	Helen Stairs Theatre	\$600-Central FL Lyric Opera 11/10/01	1,200.00	
11/30/01	6598	Helen Stairs Theatre	Nutcracker @HS Theatre 12/2/01	4,000.00	
		Total Helen Stairs Theatre			31,345.77
1/31/02	6760	Orlando Opera	Sem Cty; 1/15/02 performance	2,700.00	
		Total Orlando Opera			2,700.00
9/28/01	6351	Orlando Philharmonic Orchestra	Sem. Cty. concert@Helen Strs	5,000.00	
11/7/01	6555	Orlando Philharmonic Orchestra	Winter Spgs Family Concert	16,629.00	
		Total Orlando Philharmonic			21,629.00
11/7/01	6556	Orlando-UCF Shakespeare Fest	Sem Cty;play @ Helen Stairs	3,000.00	
		Total Orlando-UCF Shakespeare			3,000.00
10/25/01	6519	Seminole Cultural Arts Council	Addr'l WSHS flyers, custodial, Lk Mary HS newsletter, band concert program	352.50	
			\$856-WSHS Rental for SBT		
			\$280-WSHS sound/light/custodial		
			\$180.50-toward ads for SBT,Opera Magic/Seminole Herald	1,316.50	
2/1/02	6764	Seminole Cultural Arts Council	1/2 of Events Coordinator salary	10,000.00	
7/31/01	6226	Seminole Cultural Arts Council	\$150-Chamber newsletter adv. \$565-Orlando Weekly \$598 Watermark Media \$1,568.23 Orlando Sentinel		
8/30/01	6293	Seminole Cultural Arts Council	\$500 Publishers Ink	3,391.23	
10/10/01	6420	Seminole Cultural Arts Council	Inv #:112- all related to Family Concert 10/13/01; WSHS rental \$856; ads & flyers	1,506.00	
11/5/01	6544	Seminole Cultural Arts Council	Kyle Adamission (WSHS Tech)-Family Concert	110.00	
11/20/01	6586	Seminole Cultural Arts Council	Ad-Oviedo Voice-WSHS Family Concert	114.00	
11/30/01	6597	Seminole Cultural Arts Council	Publicity&Support-SBT, WSHS 1/20/02	535.00	
		Total Seminole Cultural Arts Council			17,325.23
1/31/02	6759	Southern Ballet Theatre	Sem Cty; performance @WSHS	5,000.00	
		Total Southern Ballet (SBT)			5,000.00
		United Arts	Designated portion of Seminole Cty. pledge	88,000.00	88,000.00

ATTACHMENT B

UNITED ARTS OF CENTRAL FLORIDA, INC.
2001-02 Organizational Grants Program - Special Projects
Seminole County Contribution
Year Ending 6/30/02

Detail B

	FYE 6/30/02 BOD Apprvd 9 mth Budget	% of Spec. Proj.	Seminole County	
			Seminole Cty \$	% of SC Contrib
Expenditures				
Special Projects -Organization Name				
Albin Polasek Museum	2,281	1.2%	76	0.1%
Asian Cultural Association ¹	7,370	3.9%	245	0.2%
Assn to Preserve African-American Society, History and Tradition (PAST)	6,521	3.5%	217	0.2%
Ballet Guild Sanford/Seminole ¹	662	0.4%	22	0.0%
CF Lyric Opera	6,257	3.3%	208	0.2%
CF Theatre Alliance	15,723	8.4%	522	0.5%
Community Commun (WMFE)	18,228	9.7%	605	0.6%
Cultural Arts Research Ensemble	0	0.0%	0	0.0%
FL Children's Repertory Theatre	1,827	1.0%	61	0.1%
FL Symphony Youth Orchestra	12,066	6.4%	401	0.4%
FL Young Artists Orchestra	1,826	1.0%	61	0.1%
Holocaust Memorial Center	13,529	7.2%	449	0.4%
Las Americas Museum of Art	900	0.5%	30	0.0%
Mad Cow Theatre Company	9,240	4.9%	307	0.3%
Melon Patch Players, Inc. ²	0	0.0%	0	0.0%
Messiah Choral Society, Inc.	1,218	0.6%	40	0.0%
MicheLee Puppets, Inc.	7,989	4.2%	265	0.3%
Mt Dora Center for the Arts ²	7,222	3.8%	240	0.2%
Mt Dora Theatre Co. ²	7,674	4.1%	255	0.3%
Orlando Black Essential Theatre	449	0.2%	15	0.0%
Orlando City Ballet	3,383	1.8%	112	0.1%
Orlando Gay Chorus	8,562	4.5%	284	0.3%
Orlando Intl Fringe Festival	9,556	5.1%	317	0.3%
Orlando Theatre Project, Inc. ¹	7,491	4.0%	249	0.2%
People's Theatre, Inc.	1,737	0.9%	58	0.1%
Tajiri Arts, Inc. ¹	9,006	4.8%	299	0.3%
Theatre Downtown, Inc.	10,957	5.8%	364	0.4%
The Sound of Sunshine Show Chorus ¹	864	0.5%	29	0.0%
Wekiva River Players ¹	3,158	1.7%	105	0.1%
Totals Special Project Grants	175,696	93.4%	5,834	5.8%
Individual Artists Recognition ³	12,500	6.6%	415	0.4%
Totals	\$188,196	100.0%	\$6,249	6.2%
Totals of Seminole County groups only	\$28,551	15.2%	\$948	0.9%

¹ Group resides in Seminole County

² Group resides in Lake County; first year in which Lake County participated.

³ Individual Artist program funding unallocated--to be held/combined with FY03 pool

ATTACHMENT C

United Arts of Central Florida Organizational Grants - Special Projects

Organization Name	2001-02 Grant	2000-01 Grant	1999-00 Grant	1998-99 Grant	1997-98 Grant
Albin Polasek Museum	2,281				
Altamonte Jazz Ensemble	-	-	-	-	714
American Jewish Ballet	-	1,774	2,533	2,346	-
* Asian Cultural Association	7,370	10,594	6,502	2,730	3,002
Assoc. to Preserve African-American Society, History, and Tradition (PAST)	6,521	5,824	-	-	-
* Ballet Guild of Sanford/Seminole	662	952	1,301	1,797	2,325
Central Florida Lyric Opera, Inc.	6,257	9,085	7,137	4,574	-
Central Florida Theatre Alliance	15,723	14,935		-	-
Community Communications, Inc. (WMFE)	18,228	20,225	16,540	17,935	10,926
Cultural Arts Research Ensemble	-				
Florida Children's Repertory Theatre	1,827	1,989	2,107	2,533	2,182
Florida Symphony Youth Orchestra	12,066	16,172	9,442	10,629	10,236
Florida Young Artists Orchestra	1,826	5,349	4,934	-	-
Holocaust Memorial Center	13,529	16,349	12,497	11,208	8,172
Jewish Community Center	-	-	5,010	-	-
Las Americas Museum of Art	900				
Mad Cow Theatre	9,240	3,312	-	-	-
Melon Patch Players, Inc.	-				
Messiah Choral Society, Inc.	1,218	3,012	2,650	2,050	2,909
MicheLee Puppets, Inc.	7,989	19,194	14,772	14,153	11,259
** Mt. Dora Center for the Arts	7,222				
** Mt. Dora Theatre Co.	7,674				
New Covenant Church	-	-	1,484	2,500	-
Orlando Black Essential Theatre	449				
Orlando City Ballet	3,383	2,893	2,825	2,422	2,549
Orlando Gay Chorus	8,562	3,913	3,602	1,989	5,233
Orlando International Fringe Festival	9,556	13,391	11,100	12,609	11,163
* Orlando Theatre Project, Inc.	7,491	14,406	9,522	6,100	8,401
People's Theatre	1,737	1,099	-	-	-
* Tajiri Arts, Inc.	9,006				
Theatre Downtown, Inc.	10,957	7,386	12,911	8,575	8,557
* The Sound of Sunshine Show	864				
* Wekiva River Players	3,158	3,844	2,377	2,323	4,758
Total Special Projects	175,696	175,698	129,246	106,473	92,386
Total Seminole County Recipients Only	28,551	29,796	19,702	12,950	18,486

* Indicates group resides in Seminole County

** Indicates group resides in Lake County

Printed: 4/11/02

ATTACHMENT D

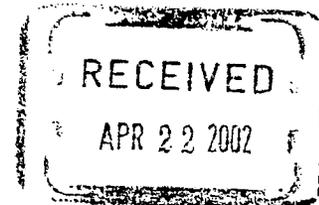
Funds Distributed by Seminole Cultural Arts Council from Florida
"State of the Arts" License Plate Fees:

Grants to Seminole based organizations:	\$ 27,421 Total
Altamonte Jazz Ensemble	\$1,000
Asian Cultural Assoc.	\$2,000
Orlando Theatre Project (SCC based with 2 events)	\$4,000
Central Fla. Society for Historic Preservation	\$1,500
Ballet Guild of Sanford/Seminole	\$1,500
Helen Stairs Theatre – 2 events	\$3,000
Orlando City Ballet (Seminole Performances only)	\$1,000
Arts Alive in Seminole County	\$2,000
10 Seminole County Elementary Schools – 10 individual events	\$5,511
3 Seminole County High School Performances- 3 individual events	\$2,160
1 Seminole County Middle School event	\$500
1 Seminole County Charter School event	\$750
1 Seminole County based Girl Scout Troop event	\$1,500
Central Fla. Community School for Fine & Performing Arts	\$1,000

ATTACHMENT E

United Arts of Central Florida
2001 United Arts Funded Organizations -- Children Served

Organization	Lake	Orange	Osceola	Seminole	County Splits Unknown	Total
Assoc. to Preserve the Eatonville Community	N/A	N/A	N/A	N/A	299	299
Bach Festival Society	N/A	26,698	N/A	12,210		38,908
Crealde School of the Arts	60	6,765	0	515		7,340
Enzian Theatre	N/A	N/A	N/A	N/A	4,200	4,200
Festival of Orchestras	N/A	N/A	N/A	N/A	N/A	N/A
Historical Society of Central Florida	N/A	N/A	N/A	N/A	20,460	20,460
Maitland Art Center	N/A	3,629	N/A	306		3,935
Orlando Ballet	0	118,000	0	12,000		130,000
Orlando Museum of Art	4	802	5	100		911
Orlando Opera	0	57,958	0	5,976		63,934
Orlando Philharmonic Orchestra	498	43,403	N/A	5,108		49,009
Orlando Science Center	N/A	N/A	N/A	N/A	271,920	271,920
Orlando-UCF Shakespeare Festival	401	13,370	1,726	1,123		16,620
Osceola Center for the Arts	N/A	N/A	1,750	N/A		1,750
UCF Civic Theatre	2	290	12	872		1,176
Total	965	244,217	3,493	38,210	296,879	610,462



Districts 1, 2, 3, 4 and 5 voted AYE.

Planner, Jeff Hopper, addressed the Board to present request for the Final Master Plan & Developer's Commitment Agreement for Monroe Commerce Center South PCD, Small Bay Partner LLC. He advised the developer has agreed to dedicate additional right-of-way and improve Church Street to County standards up to the western boundary of the subject property. To maintain compatibility with nearby residential property to the east, the developer will limit outdoor lighting in height and intensity and provide buffers and amenitized retention areas along the east property line. He stated staff recommends approval.

District Commissioner McLain recommended approval.

Motion by Commissioner Morris, seconded by Commissioner Van Der Weide to approve the Final Master Plan & Developer's Commitment Agreement, as shown on page _____, for Monroe Commerce Center South PCD, located at the southwest corner of Church Street and Monroe Road, Small Bay Partner LLC.

Districts 1, 2, 3, 4 and 5 voted AYE.

* David Medley, Community Services, addressed the Board to present request for approval of the funding agreement with United Arts of Central Florida, Inc. He introduced Margot Knight, President of United Arts of Central Florida, and Ron Rose, President of the Seminole Arts Council. He briefly reviewed Exhibit A of the agreement.

Commissioner Henley questioned what type of procedure is used when determining what projects are going to be funded.

JUNE 11, 2002

Margot Knight addressed the Board to explain there is a grant pool just for Seminole County that has its own panel.

Commissioner Henley questioned what type of due diligence is done to see if the organization is worthy of public funds. Whereupon, Ms. Knight stated grant guidelines are followed, which are consistent with the State guidelines. Discussion ensued.

Commissioner Henley stated he would like to see a more formalized evaluation process.

Commissioner Morris stated he notices that the majority of the money is going to the performing arts and very little going to visual art.

Chairman McLain stated it would be nice to have visual arts displayed in public buildings.

Ms. Knight stated it generally depends on the requests coming in; and they have not had a lot of requests from the visual arts.

Chairman McLain suggested United Arts have a more aggressive outreach for arts other than performing arts.

Commissioner Henley agreed, stating he believes Mr. Rose should come back to the Board at a later date on how to have a better strategy for dealing with visual arts.

Commissioner Maloy stated he believes the arts should be privately funded, therefore, he will not be supporting the motion.

Motion by Commissioner Van Der Weide, seconded by Commissioner Morris to approve and authorize the Chairman to execute Agreement, as shown on page _____, between Seminole County and United Arts of Central Florida, Inc.

JUNE 11, 2002

Under discussion, Commissioner Henley stated he is reluctant to approve this until he sees something concrete that will meet some of the objectives that the Board has discussed today.

Chairman McLain stated this is an ongoing process and the County's involvement with United Arts will be one that develops over time.

Upon inquiry by Commissioner Morris, Commissioner Van Der Weide stated he would concur that Exhibit A is a suggested model for the Board in receiving more information back.

Districts 2, 3, 4 and 5 voted AYE.

Commissioner Maloy voted NAY.

DCM, Sally Sherman, addressed the Board to present request for recognition of the Smart Biometrics as a "Qualified Targeted Industry" (QTI), advising this is a home-grown company that has developed a gun safe that unlocks by thumb recognition. She further advised that the City of Sanford approved funding and the County's portion would be \$9,600.

Chairman McLain stated the total capital investment for the project is \$3,500,000 with a return on investment of .01 years countywide.

Cal Keogh, President of Smart Biometrics, addressed the Board to thank Chairman McLain for spearheading this project. He added that he comes from four generations of Seminole County residents and he will be happy to keep his business here.

Motion by Commissioner Van Der Weide, seconded by Commissioner Henley to adopt appropriate Resolution #2002-R-101, as shown on page _____, recognizing Smart Biometrics as a "Qualified Targeted Industry (QTI).

UNITED ARTS AGREEMENT

THIS AGREEMENT is made and entered this 14 day of June, 2002, 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 address is 2715 West Fairbanks Avenue, Suite 200, Winter Park, Florida 32789, 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
MARSHALL MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
 BY: Charles S. Cole
 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 March 1, 2002 through September 30, 2002, the date of signature by the parties notwithstanding and shall automatically be renewed thereafter for one (1) year, 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, which recommendations shall be made through the Seminole County Division of Community Assistance. 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. Indemnity.

(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 TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) on a quarterly basis up to the maximum sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) 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: Division Manager
Community Assistance Division
400 West Airport Boulevard
Sanford, Florida 32773

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".

(c) UNITED ARTS and SEMINOLE shall provide an annual report to the COUNTY within thirty (30) days of receipt of the report by UNITED ARTS.

(d) UNITED ARTS and SEMINOLE shall provide an annual presentation to the COUNTY's Board of County Commissioners during the fourth quarter of the COUNTY's fiscal year.

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. 2715 West Fairbanks Avenue Suite 200 Winter Park, Florida 32789
For SEMINOLE:	Seminole Cultural Arts Council, Inc. P.O. Box 4100 Sanford, Florida 32772-4100

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, respectively, 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:

SEMINOLE CULTURAL ARTS COUNCIL, INC.

Karen Copp
KAREN COPP, Secretary

By: Ronald Rose
RONALD ROSE, President

(CORPORATE SEAL)

Date: 03-21-02

STATE OF FLORIDA)
COUNTY OF Seminole

I HEREBY CERTIFY that, on this 21 day of March, 2002, before me, these officers duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RONALD ROSE and KAREN COPP, as President and Secretary respectively of SEMINOLE CULTURAL ARTS COUNCIL, INC., a Florida not-for-profit corporation, and who are personally known to me or who have produced _____ as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

(NOTARY SEAL)

Joann Campo
Print Name: Joann Campo
Notary Public in and for the
County and State Aforementioned

My commission expires: 12/12/02

NOTARY PUBLIC - STATE OF FLORIDA
JOANN CAMPO
COMMISSION # CG797489
EXPIRES 12/17/2002
BONDED THRU ASA 1-888-NOTARY1

AFFIDAVIT OR CORPORATE IDENTITY/AUTHORITY

STATE OF FLORIDA

COUNTY OF Seminole

COMES NOW, RONALD ROSE, being first duly sworn, who deposes and says:

(1) That he is the President of Seminole Cultural Arts Counsel, Inc., a corporation existing under the laws of the State of Florida.

(2) That he is authorized to execute the following instrument on behalf of the above-named corporation: United Arts Agreement.

(3) That this Affidavit is made to induce Seminole County to enter into the above-referenced Agreement and Seminole County is relying on Affiant's statements herein.

FURTHER AFFIANT SAYETH NAUGHT.

[Signature]
RONALD ROSE, AFFIANT

The foregoing Affidavit was signed, acknowledged and sworn to by Ronald Rose, before me this 21 day of March, 2002.

[Signature]
Notary Public, State of Florida
My Commission Expires:

NOTARY PUBLIC - STATE OF FLORIDA
JOANN CAMPO
COMMISSION # 109988
EXPIRES 12/31/2007
#ONDED THRU ABA 1-10-07 10:51

ATTEST:

UNITED ARTS OF CENTRAL FLORIDA, INC.

Rita Lowndes
RITA LOWNDES, Secretary

By: M.H. Knight
MARGOT H. KNIGHT, President and CEO

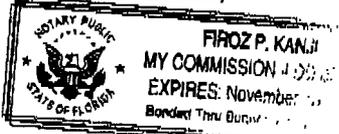
(CORPORATE SEAL)

Date: 3/26/02

STATE OF FLORIDA)
COUNTY OF ORANGE

I HEREBY CERTIFY that, on this 26th day of MAR, 2002, before me, these officers duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MARGOT H. KNIGHT and RITA LOWNDES, as President and Secretary respectively of UNITED ARTS OF CENTRAL FLORIDA, INC., a Florida corporation, and who are personally known to me or who have produced N.C.D.L. # 29737519 as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

(NOTARY SEAL)



Print Name: FIROZ P. KANJI
Notary Public in and for the
County and State Aforementioned

My commission expires:



AFFIDAVIT OR CORPORATE IDENTITY/AUTHORITY

STATE OF FLORIDA

COUNTY OF Orange

COMES NOW, MARGOT H. KNIGHT, being first duly sworn, who deposes and says:

(1) That she is the President and CEO of United Arts of Central Florida, Inc., a corporation existing under the laws of the State of Florida.

(2) That she is authorized to execute the following instrument on behalf of the above-named corporation: United Arts Agreement.

(3) That this Affidavit is made to induce Seminole County to enter into the above-referenced Agreement and Seminole County is relying on Affiant's statements herein.

FURTHER AFFIANT SAYETH NAUGHT.

Margot H. Knight

MARGOT H. KNIGHT, AFFIANT

The foregoing Affidavit was signed, acknowledged and sworn to by MARGOT HALIDAY KNIGHT, before me this 26th day of MARCH, 2002.

FIROZ P. KANI

Notary Public, State of Florida
My Commission Expires

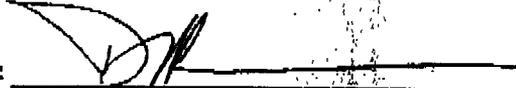


ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA



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



By: DARYL G. MCLAIN, Chairman

Date: 6-14-02

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by
the Board of County Commissioners
at their 11 June, 2002
regular meeting.

Susan E. Detrick 6-13-02
County Attorney
SD/lpk
2/19/02 3/11/02
unitedarts

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

EXHIBIT A
Fiscal Year 2002/2003
Scope of Services

AGENCY: United Arts of Central Florida
 Margot H. Knight, President and CEO
 2715 West Fairbanks Avenue, Suite 200
 Winter Park, Florida 32789

The above agency will provide the following services for the residents of Seminole County during FY 2001/2002:

In agreement with the Seminole Cultural Arts Council, Inc., the utilization of the funds provided by Seminole County under this agreement shall be as follows:

\$ 10,000	Retained by United Arts (10%)	Administrative Cost
\$ 10,000	Retained by United Arts	Small Grants Fund
\$ 80,000	Seminole County Cultural Arts Council	
\$50,000	Helen Stairs Theater	
\$20,000	Seminole County Local Grants, events, promotions	
\$10,000	Arts Coordinator	

Services shall be reimbursed quarterly at the following rate:

March 1, 2002	\$ 25,000
June 1, 2002	\$ 25,000
September 1, 2002	\$ 25,000
December 1, 2002	\$ 25,000
	\$100,000

EXHIBIT B

QUARTERLY REPORT: _____

AGENCY: United Arts of Central Florida
Margot H. Knight, President and CEO
P. O. Box 536606
Orlando, Florida 32853-6606

Seminole County Agencies funded to date _____

Programs/Activities Conducted to date _____

Organizations Funded in Seminole County	Amount
1.	_____
2.	_____
3.	_____
4.	_____
5.	_____

Funds Requested This Quarter:	\$ _____
--------------------------------------	-----------------

PLEASE ATTACH a brief narrative description of efforts/results to broaden the financial support of the Arts in Seminole County to date.

UNITED ARTS OF CENTRAL FLORIDA, INC. AGREEMENT

THIS AGREEMENT is made and entered this 14 day of Oct., 2003, 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, 2003 through September 30, 2004, 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. (9-06)

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, which recommendations shall be made through the Seminole County Division of Community Assistance. 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 TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) on a quarterly basis up to the maximum sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) 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: Division Manager
Community Assistance Division
400 West Airport Boulevard
Sanford, Florida 32773

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 4100
Sanford, Florida 32772-4100

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
RITA BORNSTEIN, Secretary

By: Margot H. Knight
MARGOT H. KNIGHT, President and CEO

(CORPORATE SEAL)

Date: December 9, 2003

STATE OF FLORIDA)
COUNTY OF Orange)

I HEREBY CERTIFY that, on this 9th day of December, 2003, before me, these officers duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MARGOT H. KNIGHT and RITA BORNSTEIN, as President and Secretary respectively of UNITED ARTS OF CENTRAL FLORIDA, INC., a Florida corporation, and who are personally known to me ~~or who have produced~~ _____ as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

(NOTARY SEAL)

Rosalind C. Beck

Print Name: Rosalind C. Beck
Notary Public in and for the
County and State Aforementioned

ROSALIND C. BECK
Notary Public, State of Florida
My comm. exp. Aug. 14, 2006
Comm. No. DD 127931

My commission expires: Aug. 14, 2006

ATTEST:

Brent Adamson
BRENT ADAMSON, Secretary

(CORPORATE SEAL)

SEMINOLE CULTURAL ARTS COUNCIL, INC.

By: Linda Moore
LINDA MOORE, President

Date: Jan 8, 2004

STATE OF FLORIDA)
COUNTY OF Seminole

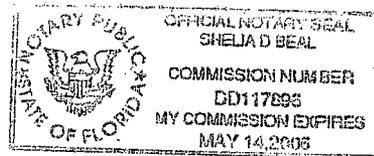
I HEREBY CERTIFY that, on this 8th day of January, 2003, before me, these officers duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LINDA MOORE and BRENT ADAMSON, as President and Secretary respectively of SEMINOLE CULTURAL ARTS COUNCIL, INC., a Florida not-for-profit corporation, and who are personally known to me or who have produced FDL 41500-521-59-678-0 identification. They have acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

(NOTARY SEAL)

Shelia D Beal

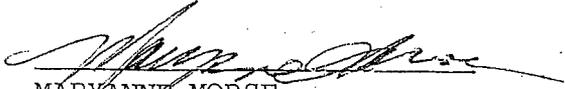
Print Name: SHELIA D BEAL
Notary Public in and for the
County and State Aforementioned

My commission expires: _____



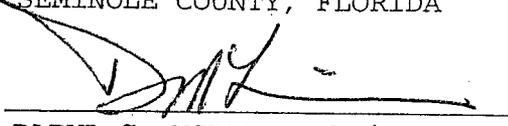
ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA



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

By: _____


DARYL G. MCLAIN, Chairman

Date: _____

1-13-04

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by
the Board of County Commissioners
at their 14 Oct., 2003
regular meeting.

Susan E. Dietrich 1-12-04

County Attorney
SD/lpk
10/17/03 11/3/03 11/5/03
unitedarts

Attachments:

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

EXHIBIT A
Fiscal Year: 2003/2004
Scope of Services

AGENCY: United Arts of Central Florida
Margot H. Knight, President & CEO
253 N. Orlando Ave.
PO Box 940068
Maitland, Florida 32794-0068

The above agency will provide the following services for the residents of Seminole County during FY 2003/2004

In agreement with the Seminole Cultural Arts Council, Inc., the utilization of the funds provided by Seminole County under this agreement shall be as follows:

\$ 10,000	Retained by United Arts (10%)	Administrative Cost
\$ 10,000	Retained by United Arts	Projects Grants Fund
\$ 80,000	Seminole County Cultural Arts Council	
	\$50,000 Helen Stairs Theatre	
	\$20,000 Seminole County Local Grants, events, promotions	
	\$10,000 Arts Coordinator	

Services shall be reimbursed quarterly at the following rate:

October - December	\$ 25,000
January - March	\$ 25,000
April - June	\$ 25,000
July - September	\$ 25,000
	\$100,000



P.O. Box 180086
Casselberry, FL 32718

p. 407-262-7774
f. 407-262-7775

www.seminoleculturalarts.org
arts@seminoleculturalarts.org

BOARD OF DIRECTORS

EXECUTIVE OFFICERS

Linda Moore, President
Park Planner/Projects Coordinator
City of Casselberry Parks & Recreation

Ruby Homaydi, President-Elect
LCOR.USN, Ret./Community Activist

Win Adams, Vice President
Certified Senior Advisor

Brent Adameon, Secretary
President/CEO
Rich-United Corporation

Pam Coffman, Treasurer
Artist/Adjunct Instructor/S.C.C.

DIRECTORS

Fran Massa
Arts Consultant

Dalroy "Ricky" Neesh
Creative Director
Yard Media

Valerie Parnias
Violinist/Vocalist/Actress/Instructor

Linda Reynolds
Executive Assistant to the President
Seminole County Regional
Chamber of Commerce

Ronald Rose
Realtor
Wabson Realty Corp.

ODES Bohaffner
School Board Member
Seminole County Public Schools

Kathryn Townsend
Contracts Manager
Seminole County Tourism

HONORARY MEMBERS
Helen L. Stairs, President
Helen Stairs Theatre

Mary Lou Andrews, Past-President
Owner
Andrews Writing & Publishing

STAFF

Robin Pedrero
Arts Administrator

Monday, August 22, 2005

The Honorable Carlton Henley, Chairman
Seminole County Board of County Commissioners
1101 East First Street
Sanford, Florida 32771

Dear Chairman:

As the County Commission prepares for annual budget sessions, the Seminole Cultural Arts Council respectfully asks for consideration of two requests that would greatly improve our organization's service to the residents of Seminole County.

We are very grateful that the County Commission annually gives United Arts of Central Florida \$100,000 (50 cents per capita), of which \$50,000 goes to the Helen Stairs Theatre and \$30,000 to the Seminole Cultural Arts Council. The remaining \$20,000, however, is held by United Arts for administrative fees, etc.

First, the Seminole Cultural Arts Council is proposing to ask that payment be made directly to the Seminole Cultural Arts Council, eliminating payment through United Arts of Central Florida. The Seminole Cultural Arts Council will disseminate funds to the Helen Stairs Theatre through its grant approval process.

Secondly, we ask that you consider increasing the allotment for the Seminole Cultural Arts Council by \$20,000 to include promotion, marketing and expenses for a feasibility study for a performing arts center in Seminole County. The grant of \$100,000 would then be paid out directly with all funds being used within Seminole County.

Funds provided by the County would be used as follows:

- Provide Seminole County residents with a quarterly newsletter informing them of upcoming activities in the arts community
- Build awareness through a cultural arts directory listing museums, galleries, public art exhibits, artists, musicians, performing groups, theaters and cultural organizations located within Seminole County
- Extend our grants and financial support programs to local artists and cultural groups. Per Florida Statutes and approval of the Seminole County Board of Commissioners, the Seminole Cultural Arts Council is the designated recipient of revenue from the sale of *Support the Arts*



P.O. Box 180088
Casselberry, FL 32718

p. 407-262-7774
t. 407-262-7775

www.seminoleculturalarts.org
arts@seminoleculturalarts.org

BOARD OF DIRECTORS

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Park Planner/Projects Coordinator
City of Casselberry Parks & Recreation

Ruby Homayssi, President-Elect
LCDR, USN, Ret./Community Activist

Win Adams, Vice President
Certified Senior Advisor

Brant Adamson, Secretary
President/CEO
Rich-United Corporation

Pam Coffman, Treasurer
Artist/Adjunct Instructor/S.I.C.

DIRECTORS

Fran Meese
Arts Consultant

Deiroy "Risky" Neath
Creative Director
Yard Media

Valerie Parriso
Violinist/Vocalist/Actress/Instructor

Linda Reynolds
Executive Assistant to the President
Seminole County Regional
Chamber of Commerce

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Seminole County Public Schools

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STAFF
Robin Pedrero
Arts Administrator

license plates. In turn, we distribute those funds through arts grants within Seminole County. Last year, license plate sales provided \$18,500, while we received requests for financial assistance in the amount of \$36,350

- Expand sponsorship opportunities for larger cultural arts events in Seminole County.

The purpose of the Seminole Cultural Arts Council is to provide grants and other forms of support to the entire arts community in Seminole County. We are now well established and better able to expand our outreach with the services of a new part time Arts Administrator.

Some of our activities include:

- Providing grants to local cultural groups and to public and private schools for special art programs (not general arts curriculum)
- Sponsoring and supporting Cultural Arts Day for Leadership Seminole
- Promoting the *Artist of the Year* program for Seminole County
- Sponsoring commissioned art work for the Criminal Justice Center
- Supporting music and the arts in the Schools
- Promoting quality cultural activities for Seminole County, including the Star Spangled Springs Concert
- Facilitating quarterly "Meet & Greet" events for local arts, music and cultural groups to form a strong support base within the community.

Our goal is to further expand culture and the arts in Seminole County. However, funding limits us at this time. We are open to any suggestions you may have.

We thank you in advance for your consideration of our requests to keep our arts dollars in Seminole County, and to increase funding for the Seminole Arts Council. If you have questions, please contact Linda Moore at 407-262-7720 x.1300 or Ruby Homayssi at 407-339-8354.

Sincerely,



P.O. Box 180088
Casselberry, FL 32718

p. 407-262-7774
f. 407-262-7775

www.seminoleculturalarts.org
arta@seminoleculturalarts.org

Linda Moore, President
Seminole Cultural Arts Council

Cc: Commissioner Carey
Commissioner Dallari
Commissioner Morris
Commissioner VanderWeide
Kevin Grace, County Manager

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Helen L. Steins, President
Helen Steins Theatre

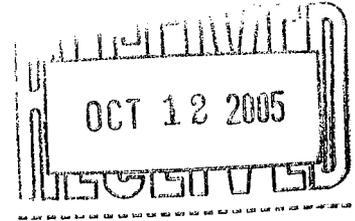
Mary Lou Andrews, Past-President
Owner
Andrews Writing & Publishing

STAFF

Rubin Pedrero
Arts Administrator



Helen Stairs
THEATRE
For the Performing Arts



October 10, 2005

Commissioner Dick Van Der Weide
Board of County Commissioners
Seminole County Services Building
1101 E. First Street
Sanford, Florida 32771

Re: Seminole County Arts Funding.

Dear Commissioner Van Der Weide:

It has come to our attention that the Seminole Cultural Arts Council has written to the Commission requesting that that Seminole Cultural Arts Council be awarded the entire \$100,000.00 that has, in the past, been awarded to the United Arts of Central Florida. The United Arts has, as per their contract with the County, awarded \$50,000.00 to the Helen Stairs Theatre for the Performing Arts and \$30,000.00 to the Seminole Arts Council.

The Helen Stairs Theatre has provided financial information on a quarterly basis to the United Arts of Central Florida which included: Annual Budget, Insurance Policies, Monthly Financial Statements, Comparison Budget Analysis to Actual operational income and expenses and information on participation to events, as well as, information on the events themselves.

Season 2004/2005 (ending June 30, 2005) entertained 30,000 patrons, which impacted the Community by \$1,000,000.00 plus. The Theatre also provided (Free) acting and stage experience to community children. The Golden Lyre Awards provided a means in which to showcase the cultural talents of many Seminole County residents, adults, seniors and children alike.

The Theatre staff has taken advantage of the services that have been offered us by the United Arts Council such as the H.A.R.K., program, the Red Chair Program and many, many other programs that have been hosted by the United Arts of Central Florida. We have found the staff at the United Arts of Central Florida to be very helpful and professional.

The Theatre has not been afforded any input regarding any changes in the funding process: therefore, we find it necessary, since we have been a "big player, in the

provision of arts for the past years, to let you know how important the funding is to the Theatre and to the continuation of the productions and to the children's programs we have been providing throughout the community.

We hope that you will consider us in the scheme of things as you make your decisions regarding the funding for the Arts. If you have any further questions regarding any of this, please do not hesitate to call me at 407.321.6639.

Best regards

A handwritten signature in cursive script, reading "Helen L. Stairs".

(Mrs.) Helen L. Stairs, President

HLS:s

cc: Chairman Carleton Henley
Commissioner Brenda Carey
Commissioner Randall C. Morris
Commissioner Bob Dallari