

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Approve and authorize Chairman to execute agreement between Seminole County and United Arts of Central Florida, Inc. in the amount of \$212,822.50 (\$.50 per capita).

DEPARTMENT: Library Services

DIVISION: Administration - Library Services

AUTHORIZED BY: Jane Peterson

CONTACT: Jane Peterson

EXT: 1501

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute agreement between Seminole County and United Arts of Central Florida, Inc. in the amount of \$212,822.50 (\$.50 per capita) which was approved at the September 25, 2007 meeting of the Board of County Commissioners.

County-wide

Jane Peterson

BACKGROUND:

At their September 25, 2007 meeting, the Board of County Commissioners approved the contract amount of \$212,822.50 for funding for United Arts of Central Florida. This amount was based on \$.50 per capita, using 4/1/2007 BEBR data showing a population of 425,645.00 for Seminole County.

Funds are distributed as follows (\$53,205.62 per quarter):

\$ 79,040.25 Retained by United Arts Project Grant Funds *

\$ 8,782.25 Retained by United Arts (10%) Administrative Costs

\$ 47,500.00 Helen Stairs Theatre

\$ 55,000.00 Seminole Cultural Arts Council, Inc.

 \$35,000.00 Seminole County Local Grans, Events Promotions

 \$20,000.00 Executive Director Position

\$ 22,500.00 Orlando Ballet

\$212,822.50

*\$20,000.00 will go to Seminole County K-12 students.

STAFF RECOMMENDATION:

Staff recommends that the Board of County Commissioners authorize the Chairman to execute an agreement between Seminole County and United Arts of Central Florida, Inc. in the amount of \$212,822.50 (\$.50 per capita) which was approved at the September 25, 2007 meeting of the Board of County Commissioners.

ATTACHMENTS:

1. Agreement between Seminole County and United Arts of Central Florida
2. Exhibit B

Additionally Reviewed By:

County Attorney Review (Ann Colby)

UNITED ARTS OF CENTRAL FLORIDA, INC. AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, 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 "COUNTY"; **UNITED ARTS OF CENTRAL FLORIDA, INC.**, a Florida non-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 Post Office Box 4100, Sanford, Florida 32772-4100, 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 Center 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, 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, 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, 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 below.

SECTION 2. TERM. The term of this Agreement is from October 1, 2007 through September 30, 2008, the date of signature by the parties notwithstanding.

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 COUNTY, as COUNTY's sole election, as a member of the UNITED ARTS Board of Trustees for the duration of this Agreement. 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 COUNTY, immediately in the event that UNITED ARTS or SEMINOLE fails to fulfill any of the terms, understandings, or covenants of this Agreement. 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 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) COUNTY and 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 or their officers, employees, or agents. UNITED ARTS and SEMINOLE, respectively, shall indemnify and hold harmless 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 COUNTY and 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, or 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 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 provisions or the waiver of any other provision.

SECTION 6. FUNDING. COUNTY hereby agrees to provide financial assistance to UNITED ARTS in the amount of FIFTY THREE THOUSAND TWO HUNDRED FIVE AND 63/100 DOLLARS (\$53,205.63) on a quarterly basis up to the maximum sum of TWO HUNDRED THOUSAND EIGHT HUNDRED TWENTY-TWO AND 50/100 DOLLARS (\$212,822.50) annually. The parties hereby agree that the funds provided hereunder shall be granted to and used by us 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 COUNTY hereunder.

SECTION 7. PAYMENT.

(a) Payment of the amounts set forth above shall be made upon receipt by COUNTY of the following:

(1) A payment request from UNITED ARTS identifying the amount for which UNITED ARTS seeks COUNTY payment;

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

(b) Payment requests shall be sent to: Library Services Director, Jean Rhein Central Branch Library, 215 North Oxford Road, Casselberry, Florida 32707.

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 SCSA shall provide to COUNTY a quarterly report by the 30th day of the final month of each calendar quarter 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 COUNTY, its duly authorized agents, and the public access to such of UNITED ARTS's 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 COUNTY an annual audit report for the term of the Agreement. UNITED ARTS and SEMINOLE shall each submit the annual audit reports to COUNTY on or before the ninetieth (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.

(a) Whenever a party desires to give notice to the others, it shall be given in writing, by certified United States mail, return receipt requested, or by hand delivery, and be sent to:

For COUNTY:

County Manager
County Services Building
1101 East First Street
Sanford, Florida 32771

With a copy to:

Library Services Director
Jean Rhein Central Branch Library
215 North Oxford Road
Casselberry, Florida 32707

For UNITED ARTS:

United Arts of Central Florida, Inc.
253 North Orlando Avenue, Suite 201
Post Office Box 940068
Maitland, Florida 32794-0068

For SEMINOLE:

Seminole Cultural Arts Council, Inc.
Post Office Box 4100
Sanford, Florida 32772-4100

(b) The parties may change, by written notice as provided above, the person or address for the 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 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 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 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 COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5 percent), either directly or indirectly, in the business of UNITED ARTS or SEMINOLE, respectfully, 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 COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the legislature or any other state or federal agency.

(End of Agreement - Signature Page Follows)

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.

RAY SANDGHAGEN, Secretary By: _____
MARGOT H. KNIGHT, President
(Corporate Seal)

ATTEST: SEMINOLE CULTURAL ARTS COUNCIL, INC.

LINDA MOORE, Secretary By: _____
RUBY HOMEYSSI, President
(Corporate Seal)

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE By: _____
Clerk to the Board of CARLTON HENLEY, Chairman
County Commissioners of
Seminole County, Florida.
Date: _____

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 _____, 20____
regular meeting.

County Attorney

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

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Exhibit A

Fiscal Year 2007/08
Scope of Services

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

The above agency will provide the following services for the residents of Seminole County during the fiscal year 07/08:

The distribution of the \$212,822.50 ¹ in funds provided by Seminole County will be distributed to United Arts of Central Florida, Inc. in the following manner:

| | | |
|---------------------|--|----------------------------------|
| \$ 79,040.25 | Retained By United Arts | Project Grant Funds ² |
| \$ 8,782.25 | Retained by United Arts (10%) | Administrative Costs |
| \$ 47,500.00 | Helen Stairs Theatre ³ | |
| \$ 55,000.00 | Seminole Cultural Arts Council, Inc. | |
| | \$35,000.00 Seminole County Local Grants, Events, Promotions | |
| | \$20,000.00 Executive Director Position | |
| <u>\$ 22,500.00</u> | Orlando Ballet | |
| <u>\$212,822.50</u> | | |

Services will be reimbursed quarterly at the following rate:

| | |
|--------------------|---------------------|
| October – December | \$53,205.63 |
| January – March | \$53,205.63 |
| April – June | \$53,205.63 |
| July – September | <u>\$53,205.61</u> |
| | <u>\$212,822.50</u> |

¹ 4/1/2007 BEBR Report: Seminole County Population 425,645 x \$.50 = \$212,822.50

² \$25,000 will go to Seminole County K-12 students.

³ Restrictions 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 | \$ |
|-----------------------------|----|