



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 24-1560, **Version:** 1

Interoffice Memorandum

DATE: October 8, 2024

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Carla Bell Johnson, AICP, Deputy County Administrator

FROM: Vicki Landon, Administrator, Arts and Cultural Affairs Office

CONTACT: Vicki Landon

PHONE: 407-836-5540

DIVISION: Arts and Cultural Affairs Office

ACTION REQUESTED:

Approval and execution of Contract #Y25-145 between Orange County, Florida and United Arts of Central Florida, Inc. regarding the provision of funding for arts grants and services in the amount of \$1,492,951 for Fiscal Year 2024-2025 from the General Fund. and authorization for the Procurement Manager to authorize extensions to the contract. (Arts and Cultural Affairs Office)

PROJECT: N/A

PURPOSE: Since 1989, Orange County has contracted with United Arts of Central Florida, Inc. to provide operational support to both small and large arts organizations in order to strengthen the community cultural infrastructure, thereby helping to attract and retain high-wage businesses. These funds are for general support of United Arts functioning as the local arts council and distribution of grants to Central Florida arts organizations and individual artists who are not eligible for Tourist Development Tax dollars.

BUDGET: \$1,492,951

CONTRACT #Y25-145

between

ORANGE COUNTY, FLORIDA

and

UNITED ARTS OF CENTRAL FLORIDA, INC.

regarding

THE PROVISION OF FUNDING FOR ART GRANTS AND SERVICES

THIS CONTRACT is entered into as of the 29th day of October 2024 by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, located at 201 S. Rosalind Avenue, Fifth Floor, Orlando, Florida 32801 (the "County"), and United Arts of Central Florida, Inc., a nonprofit corporation under the laws of the State of Florida, located at is 3025 Edgewater Dr., Orlando, FL 32804 (the "Agency").

**ARTICLE I
SERVICES TO BE PERFORMED**

- A. The Agency shall provide services as outlined in **Exhibit "A,"** which is hereby incorporated by reference and made a part of this Contract.
- B. The Agency agrees to submit reports to the County according to the terms described in **Exhibit "A."** Failure to comply with the County's request for submission of such reports shall constitute ground for termination.
- C. The funding under this Contract is strictly for the uses and purpose outlined in **Exhibit "A"** of this Contract. In no event shall any funding received from the County be used for the lobbying of any county or municipality without discussion and approval of the Orange County Board of County Commissioners.
- D. The Agency shall notify the County, in writing, if sufficient staff, facilities, and equipment necessary to deliver the agreed upon services cannot be maintained. Failure to notify the County of any such deficiencies or to adequately provide the services described above, may be considered to be a breach of this Contract and may constitute grounds for termination of this Contract.
- E. All reasonable efforts should be made by the Agency to ensure the maximum allocation of funds is made to meet the intended purpose of this Contract. The Agency shall ensure that, if permitted by this Contract, a minimum of these grant funds will be used for general administrative overhead costs of the Agency.

ARTICLE II PAYMENTS

A. The total amount to be paid by the County under this Contract for services, shall be ONE MILLION FOUR HUNDRED NINETY TWO THOUSAND NINE HUNDRED FIFTY ONE DOLLARS (\$1,492,951), so long as the Agency is in compliance with all terms and conditions of this Contract. Such amount, being the maximum number of dollars to be paid by the County to the Agency, for the services outlined in **Exhibit "A"** to this Contract. Agency shall make its best efforts to ensure that funds paid under this Contract are not expended for Tourist Development Tax eligible expenses.

B. FIVE HUNDRED THOUSAND DOLLARS (\$500,000) of the ONE MILLION FOUR HUNDRED NINETY TWO THOUSAND NINE HUNDRED FIFTY ONE DOLLARS (\$1,492,951), shall be used to provide funding for a Arts and Cultural Affairs Venue Subsidy Grant. Agency agrees to work with the County to provide for an annual process and distribution of funds from rental subsidies.

C. Agency Fees for Management/Fiscal Services, as described in Exhibit A hereto, shall be based on a fee for those programs funded by Arts and Cultural Affairs Grants, as identified in this subparagraph 2.b), above, and will be paid at the rate of eight percent (8%) of the first two million dollars (\$2,000,000) in TDT funds awarded and a fee of five percent (5%) of all funds awarded in excess of two million dollars (\$2,000,000), for a total not to exceed \$40,000 of the ONE MILLION FOUR HUNDRED NINETY TWO THOUSAND NINE HUNDRED FIFTY ONE DOLLARS (\$1,492,951).

D. Payment to the Agency shall be made by in one payment during the term of this Contract and shall be made pursuant to the Local Government Prompt Payment Act, Section 218.70 et. seq, Florida Statutes. The payment will be made after this Contract has been duly executed.

E. The name and address of the official payee to whom the County shall issue the ACH transfer shall be United Arts of Central Florida, Inc., 3025 Edgewater Dr, Orlando FL 32804

ARTICLE III TERM OF CONTRACT, TERMINATION, NOTICE, AND SUSPENSION

A. **Term.** The term of this Contract shall be from October 1, 2024 through September 30, 2025, contingent upon appropriation of funds by the Board of County Commissioners.

B. **Termination for Convenience.** Either party may terminate this Contract, for its convenience, thirty (30) days after receipt by the other party of written notice of intent to terminate.

C. **Funding Limitations.** In the event funds to finance all or part of this Contract do not become available, obligations of each party thereunder may be terminated upon no less than twenty-four (24) hours' notice in writing to the other party. The County shall be the sole and final authority as to the determination of the availability of funds and as to how any available funds will be allocated among its various service providers.

D. **Termination for Cause.** If the Agency breaches any term of this Contract, the County may:

1. Terminate the whole or any part of this Contract by providing the Agency with written notice of such breach and termination. Reasons for such termination by the County include, but are not in any way limited to, any of the following circumstances:
 - a. If the Agency fails to provide services called for by this Contract within the time specified in this Contract or any extension thereof; or
 - b. If the Agency fails to properly monitor and timely report its services to the County in accordance with the provisions of this Contract.
2. Send a written notice of breach with an opportunity to cure such breach. If the Agency fails to cure the breach to the satisfaction of the County within seven (7) business days, or the time provided by the County, whichever is the greater amount, the County may terminate this Contract in whole or in part, upon the receipt of written notice of termination by the Agency. Nothing in this subpart grants the Agency any right to be provided an opportunity to cure by the County.

E. Impact of Termination. After receipt of a notice of termination, except as otherwise directed:

1. The Agency shall:
 - a. Remit to the County the remainder of any and all money advanced to the Agency pursuant to this Contract: (1) that has not been expended or utilized as contemplated by this Contract as of the date upon which the Agency received the County's notice of termination, or (2) if not a "per service" Contract, remit to the County the remainder of any and all money advanced to the Agency pursuant to this Contract in an amount pro-rated as of the date of the Agency's receipt of the County's notice of termination.
 - b. Stop working under this Contract on the date of receipt and to the extent specified in the notice of termination.
 - c. Place no further orders or subcontracts to the extent that they relate to the performance of the work, which was terminated.
 - d. Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which was terminated.
 - e. Handle all property as directed by the County.
 - f. Finalize all necessary up to date reports and documents required under the terms of this Contract up to the date of termination, up to and including the final expenditure report due at the end of the project, if any, without reimbursement beyond that due as of the date of termination for services rendered to the termination date.
 - g. Take any other actions as directed in writing by the County.

2. The County shall pay for all services rendered and accepted per this Contract prior to the date upon which the Agency received the County's notice of termination.
3. The County may withhold final payment pending the receipt of all required documents.

F. **Notices.** Notices to either party provided for in this Contract shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following addressees or to such other addressees as the parties may designate to each other in writing from time to time:

To the County:

Orange County Board of County Commissioners
Attention: Procurement Division
400 East South Street
Orlando, FL 32801

AND

Orange County Administrator
Administration Building, 5th Floor
201 S. Rosalind Ave.
Orlando, Florida 32801

To the Agency:

United Arts of Central Florida, Inc.
3025 Edgewater Dr
Orlando, FL 32804

**ARTICLE IV
ASSIGNMENT, SUBCONTRACTS, AND SUB-AWARDS**

- A. **Assignments.** The parties deem the services to be rendered by the Agency to be personal in nature. The Agency shall not assign any rights or duties under this Contract to any other party without the prior written permission of the County.
- B. **Subcontracting.** The Agency shall not enter into any subcontracts for any of the work contemplated under this Contract without obtaining the prior written approval of the County, which shall be attached to the original Contract and subject to such conditions and provisions as the County may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this Contract, such prior written approval shall not be required for purchase by the Agency of such articles, supplies, equipment and services which are necessary and incidental to the performance of the work required under this Contract; and provided further, however, that no provision of this clause and no such approval by the County of any subcontracts shall be deemed in any event or manner to provide for the incurrence of any obligation of the County in addition to the total agreed upon price contained in this Contract.
- C. **Sub-Awards.** Should the Agency provide any or all of the County funds to sub-awardees, the Agency shall include in written Agreements with such sub-awardees a requirement that records of the sub-awardees be open to inspection and audit by the County to the same extent as those of the Agency.
- D. **No Profit.** If the Agency, with County consent, chooses to outsource any of the services contemplated under this Contract, the Agency must ensure that the outsourced entity complies with the terms of this Contract. The Agency cannot make a profit from outsourcing obligations under this Contract.

**ARTICLE V
INDEMNITY, LIABILITY, INDEPENDENT CONTRACTOR, AND INSURANCE**

- A. **Indemnity.** To the fullest extent permitted by law, the Agency shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost, and expenses (including attorneys' fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Agency or its subcontractor (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. Nothing contained herein shall constitute as waiver by the County of sovereign immunity or the provisions of Section 768.28, Florida Statutes.
- B. **Liability.** In no event shall the County be responsible to the Agency for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Contract.
- C. **Independent Contractor.** The relationship of the parties to this Contract shall be an independent contractor relationship, and not an agency, employment, joint venture or partnership relationship. Neither party shall have the power to bind the other party or contract in

the name of the other party. All persons employed by a party in connection with this Contract shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party.

D. Insurance.

1. AGENCY agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by AGENCY is not intended to and shall not in any manner limit or qualify the liabilities assumed by AGENCY under this contract. AGENCY is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.
2. The AGENCY shall require and ensure that each of its sub-contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.
3. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

Commercial General Liability - The AGENCY shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 (one million dollars) per occurrence. AGENCY further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

Additional Insured-CG 20 26 or CG 20 10/CG 20 37 or their equivalents.

Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

Waiver of Transfer of Rights of Recovery-CG 24 04 or its equivalent. Note: If blanket endorsements are being submitted, please include the entire endorsement and the applicable policy number

Business Automobile Liability - The AGENCY shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the AGENCY does not own automobiles the AGENCY shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation - The AGENCY shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 (ONE hundred thousand dollars) each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis.

Required Endorsements:

Waiver of Subrogation- WC 00 03 13 or its equivalent

Commercial Crime or Third-Party Fidelity Bond - The commercial crime policy or fidelity bond shall include coverage for employee dishonesty on a blanket basis with limits of not less than \$500,000 (five hundred thousand). The bond shall be endorsed to cover third-party liability and shall include a third-party beneficiary clause in favor of the County. The bond shall include a minimum twelve (12) month discovery period when written on a claims-made basis.

When a self-insured retention or deductible exceeds \$100,000, the County reserves the right to request a copy of AGENCY most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the AGENCY agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the AGENCY agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the AGENCY of the obligation to provide replacement coverage.

Prior to execution and commencement of any operations/services provided under this contract the AGENCY shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the AGENCY shall also provide endorsements for each policy as specified above. **All** specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the AGENCY has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. AGENCY shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The AGENCY shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County, Florida
Risk Management Division
109 E Church Street, Suite 200
Orlando, Florida 32801

ARTICLE VI RECORDS

A. **Public Records.** The books, records, and accounts related to the performance of this Contract may be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Records or documents created by the Agency, or provided to the Agency, under the terms of this Contract, may constitute as public records

and the Agency agrees to assist the County in compliance with any request for such public records or documents made in accordance with Section 119.07, Florida Statutes.

B. Records Retention and Maintenance. In the performance of this Contract, the Agency shall establish and maintain separate books, records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting and record maintenance procedures. Books, records, and accounts related to the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Agency for a period of five (5) years after termination of this Contract. In the event of litigation, claim, or audit findings, the record retention period shall be five (5) years from the time of resolution of the litigation, claim, or audit findings.

C. The Agency shall maintain necessary records of board members by date of appointment, race, and sex. The Agency shall maintain records of employees by job classification, name, date of hire, race and sex, as it relates to this Contract.

D. If applicable, the County may request, and the Agency shall provide, original records.

E. If applicable, the County may request and the Agency shall provide an Agency staff member or Agency business record custodian, to be present during the time period while the County, or its designee, reviews the Agency's records.

ARTICLE VII EVALUATION

A. The Agency agrees to cooperate with the County in an annual review to ensure that all applicable County guidelines and requirements for fund recipients are being complied with.

B. Upon request, the Agency shall provide to the County or the designee of the County any and all data needed for the purpose of program(s) evaluation, monitoring, or audit. This data shall include clients served, services provided, outcomes achieved, information on materials and services delivered, and any other data that may be required to adequately evaluate program(s) cost and effectiveness. Failure to provide the data may result in termination of this Contract.

C. In order to monitor compliance and quality assurance of the Agency's performance under this Contract, the Agency agrees to permit persons designated by the County to inspect the Agency's records for matters related to this Contract, including papers, documents, facilities, and goods and services of the Agency, and interview any clients and all current and former employees of the Agency. To accommodate this, the Agency shall provide its business records custodian, have adequate and appropriate work space for the County's designee to conduct evaluation, monitoring, and auditing.

D. Following such evaluation, monitoring, or audit, the County will deliver a report of its findings and recommendations with regard to the Agency's conformance with this Contract's terms and conditions to the Agency or the Board of Directors' President, and members, whenever applicable.

E. If deficiencies are noted, a written notice of corrective action will be issued to the Agency which will specify deficiencies and provide a timeline for correction of those deficiencies. Within the timeframe designated in the written notice of corrective action, the Agency will submit to the County's or designee a corrective action plan to rectify all deficiencies identified by the County. The Agency's failure to correct noted deficiencies, as outlined in the written notice of corrective action, may result in the Agency being deemed in breach of the Contract.

F. The Agency agrees to cooperate with the County on all reviews to ensure compliance with all applicable County guidelines and requirements for general fund recipients.

ARTICLE VIII AUDIT REMEDIES FOR IMPROPER USE OF FUNDS

A. The County, the Orange County Comptroller, or the designee of either, shall have the right to audit all the Agency's records, including but not limited to those records related to the funds disbursed under this Contract, in order to ensure the Agency's compliance with the terms, conditions, and obligations of this Contract. The County and the Comptroller shall have full access to all Agency records, documents, and information, whether on paper or electronic media necessary to perform this audit.

B. The Agency shall establish and maintain a reasonable accounting system, which enables ready identification of Agency's cost of goods and use of funds. If applicable, such accounting system shall also include adequate records and documents to justify all prices for any and all items invoiced as well as all charges, expenses, and costs incurred in providing the goods for at least five (5) years after completion of this Contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Agency or its sub-consultants as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Agency's place of business. This right to audit shall include the Agency's sub-consultants used to procure goods or services under the Contract with the County. The Agency shall ensure the County has these same rights with sub-consultant(s) and suppliers.

C. The County shall have all legal and equitable remedies available to it including, but not limited to, injunctive relief, the right to terminate contribution payments; payment of restitution for any funds utilized by the Agency in a manner which is not in conformance with the terms of this Contract.

ARTICLE IX CIVIL RIGHTS

A. There shall be no discrimination against any employee, Consumer, or person served on account of race, color, sex, age, religion, ancestry, national origin, handicap, or marital status in the performance of this Contract. It is expressly understood that, upon receipt of evidence of such discrimination, the Recipient shall have the right to terminate this Contract for breach of contract.

B. The Agency shall comply with:

1. Title VI of the Civil Rights Act of 1964 (42 USC 2000d) in regard to persons served under this Contract;
2. Title VII of the Civil Rights Act of 1964 (42 USC 2000e) in regard to employees or applicants for employment; and
3. The Agency shall comply with Section 504 of the Rehabilitation Act of 1973 in regard to employees or applicants for employment and individuals served.

C. The County's policies of equal opportunity and nondiscrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided and enforced by section 17-314 of the Orange County Code and the County's relevant Administrative Regulations. It is also the County policy that person(s) doing business with the County shall recognize and comply with this policy and that the County shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

1. The Agency shall adopt and maintain, or provide evidence to the County that the Agency has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this Contract.
2. The Agency agrees that, on written request, the Agency shall permit reasonable access to all business records or employment, employment advertisement, application forms, and other pertinent data and records, by the county, for the purpose of investigating to ascertain compliance with the nondiscrimination provisions of this Contract; provided, that the Agency shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Contract.

3. The Agency agrees that, if any obligations of this Contract are to be performed by subAGENCY(s), the provisions of subparagraphs "C1" and "C2" of this section shall be incorporated into, and become a part of, that subcontract.

ARTICLE X OTHER CONDITIONS

A. **Use of County Logo.** The Agency shall recognize Orange County on its printed promotional materials in a manner to be approved by the County. This recognition shall include the logo of the County in those materials in which all other Trustees' logos are listed. Additionally, the Agency shall work with the County to create separate and unique opportunities for display of the County's logo – subject to the approval of the County. The County shall be listed with all other Trustees on the Agency's stationery. Documentation of this recognition shall be submitted to the County upon request. The County shall provide a camera-ready logo selection sheet, or digital file of the appropriate logo(s).

B. **No Waiver of Sovereign Immunity.** Nothing contained in this Contract shall constitute, or be in any way construed to be, a waiver of the County's sovereign immunity, or the Agency's sovereign immunity if applicable, or the protections and provisions of Section 768.28, Florida Statutes.

C. **Written Modification.** Any alterations, variations, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by the legally authorized representatives of both parties and attached to the original of this Contract. The Parties agree to renegotiate this Contract in good faith if revisions of any applicable laws or regulations make changes in this Contract necessary.

D. **Governing Law.** This Contract, and any and all actions directly or indirectly associated herewith, shall be governed by and construed in accordance with the internal laws of the State of Florida, without reference to any conflicts of law provisions.

E. **Venue.** For any legal proceeding arising out of or relating to this Contract, each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida.

F. **Jury Waiver.** Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Contract.

G. **Attorneys' Fees and Costs.** With the exception of the indemnification terms of this Contract, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Contract, as well as for any litigation that arises either directly, or indirectly, from this Contract.

H. **Waiver.** No delay or failure on the part of the County to exercise any right or remedy accruing to the County upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude the County from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

I. **Remedies.** No remedy conferred upon any party to this Contract is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy in this Contract shall preclude that party from exercising, or expanding the exercise of, any additional right, power, or remedy that party might have pursuant to this Contract or at law.

J. **Compliance with Laws.** It shall be the Agency's responsibility to be aware of federal, state, and local laws relevant to this Contract. The Agency shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations and maintain active status thereof during the entire term of this Contract and any extensions to this Contract. The Agency shall not take any action in violation of any applicable legal requirement that could result in liability being imposed on the County.

K. **No Third Party Beneficiaries.** Nothing in this Contract, express or implied, is intended to, or shall, confer upon any person other than the parties, their respective successors, and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Contract.

L. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Contract, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Contract.

M. **Severability.** The provisions of this Contract are declared by the parties to be severable. However, the material provisions of this Contract are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Contract. Therefore, should any material term, provision, covenant, or condition of this Contract be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as

may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

N. **No Representations.** Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Contract. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Contract.

O. **Headings.** The headings or captions of articles, sections, or subsections used in this Contract are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Contract.

P. **Authority of Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Contract. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Contract as stated.

Q. **Entire Contract.** This Contract, and any documents incorporated in this Contract, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Contract supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Contract.

R. **Counterparts.** This Contract may be executed in counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same Contract.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have signed and executed this Contract on the dates indicated below.



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: October 29, 2024

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Jennifer Ann Kinney*
Deputy Clerk

UNITED ARTS OF CENTRAL FLORIDA, INC.

By: *Jennifer Evins*
Jennifer Evins, President & CEO
United Arts of Central Florida, Inc.

Date: 9-24-2024

Scope of Work

Agency Summary:

The mission of United Arts of Central Florida (United Arts) is to enrich communities by investing in art, science and history.

Core values: Excellence • Impact • Fairness • Care • Transparency

United Arts of Central Florida is the local arts agency uniting the community and fueling the arts. With the help of individual donors, corporations, foundations and public funding, United Arts inspires creativity, builds community and strengthens the economy in Central Florida. United Arts is proud to facilitate arts education programs for all ages and provide critical funding and comprehensive marketing for local art, science, and history organizations and individual artists. Leading the second largest collaborative arts and culture fundraising campaign in the country and uniting over 30 of the region's cornerstone arts and cultural organizations, United Arts is dedicated to ensuring the arts are for all.

Services:

Spending Category	Percentage of Funding Provided (Est.)	Amount (Est.)
Mission-based support of United Arts' Programs & Services in Orange County	63.9%	\$952,951.00
Venue Subsidy Fund (per Article II,B.)	33.4%	\$500,000.00
Agency Management Fees	2.7%	\$40,000.00
Total	100%	\$1,492,951

1. GRANTS AND CONTRACT FOR SERVICE OPPORTUNITIES

Operating Support Grants

- Operating Support Grants support the operations of art, science and history organizations, increasing the variety of cultural experiences available to residents and visitors in Central Florida. This comprehensive grant program recognizes the high value of arts and culture

for our region and the established institutions that provide cultural programming for the public year-round. Operating Support Grants are open to organizations of any budget size at least 3 years old and have missions based in the arts, sciences and history. A volunteer citizen's review panel assesses each organization's application on artistic excellence, artistic merit, board governance and financial management, and community impact + access. Review panels comprised individuals with expertise in the arts, nonprofit management and arts administration experiences, and community knowledge. Panels reflect the diversity of our region's residents. The comprehensive review process incorporates due diligence, accountability, and a platform for strengthening applicant organizations through recommendations, technical assistance, and identifying capacity-building/ shared learning opportunities. United Arts expects to award over \$2.3 million in Operating Support Grants in FY25.

Diversity in the Arts Grants

- The Diversity in the Arts program provides general operating support funding for art, science and history organizations that are emerging grassroots, and BIPOC/ ALAANA centered. Eligible Organizations can apply for multi-year general operating support through this single application process. This program provides intentional investments into the growth and stability of organizations that represent, celebrate, and serve, the culturally diverse communities of Central Florida. The evaluation process, which utilizes a volunteer panel review, is developed to support the growth of these emerging nonprofits in artistic excellence, artistic merit, board governance and financial management, and community impact + access. The recommendations, connections to resources, and technical assistance support adopting and investing in best practices. Diversity in the arts is designed as a pathway to access Operating Support funding.

Community Project Grants

- Competitive grants up to \$5,000 that provide funding for events, productions, projects, festivals, exhibitions and showcases. This program prioritizes funding projects that (1) increase access to and participation in arts, science and history programming; (2) act as a catalyst for change through arts and culture-based community development; and (3) amplify diverse cultures and voices. All nonprofits are eligible to apply; however, the project must be rooted in the arts, sciences, or history. Applications undergo a review process via a volunteer panel that reflects our region's diversity and is versed in the arts, nonprofit and arts administration, and community knowledge

Individual Artist Grants

- United Arts partners with the foundations and corporations to fund a competitive grant process for individual artists. This program provides awards up to \$5,000 to support artist-driven projects that have a public benefit and enrich the community of central Florida by advancing artistic excellence and increasing access to innovative and diverse arts experiences. These awards support activities that further artists' careers with a professional practice to help them grow and thrive in Central Florida. A volunteer review

panel evaluates proposals for artistic excellence, artistic merit, and community and career impact.

Community Vibrancy Grants

- Pilot grant program for Main Street programs, Market Districts, and Merchant Associations to intentionally fund and place performing artists in commercial districts to drive residents to local establishments during nonpeak hours. The purpose of this program is to increase community vibrancy through creative placemaking and paid performance opportunities.

Venue Subsidy

- The Orange County Venue Subsidy program is underwritten by Orange County to provide subsidies of up to 50% of the cost to rent venues in Orange County. This program is designed to make performance space more affordable and, in doing so, bring arts and culture programming to communities throughout Orange County.

2. PROGRAMS AND SERVICES

FUNDRAISING

Collaborative Fundraising Campaign

- The only campaign of its kind in the state, United Arts joins forces with select Operating Support grantees for the annual *Collaborative Campaign for the Arts* to raise funds and awareness collectively in support of art, science and history.
- United Arts provides participating organizations with one unified pledge form listing all campaign partners' names and customizes a website donation pages to facilitate campaign. United Arts initiates the start of the campaign with a collaborative mailing, allowing donors to give to all their favorite arts and cultural organizations with one commitment.
- Donors have an opportunity to write in the name of arts and cultural organizations that are not listed on the form.
- During the Collaborative Campaign, designated gifts to participating organizations are incentivized with a matching fund pool.
- United Arts works closely with the 37 participating cultural partner organizations to assist them in reaching their organizational campaign fundraising goals. The majority of participating cultural partner organizations are based in Orange County.
- Throughout the campaign, new and increased donors are counted toward the Challenge Grant from Orange County that becomes part of the incentive match.

Workplace Giving

- The primary goals of workplace giving campaigns are to raise funds for arts and culture within workplace environments and to raise awareness for the rich array of arts and cultural organizations, performances and exhibits in the region.

- Workplace giving campaigns can vary in length and include on-site presentations by a United Arts representative, live performances or demonstrations by a campaign partner or United Arts grant recipient, and incentives for campaign participation.
- Workplace giving sites range from single to multi-site locations and include corporate and government employers with options for giving through payroll deduction, as facilitated by participating companies.
- Workplace giving campaigns may be held in conjunction with other fundraising entities to offer giving choices to employees, and as a convenience for employers.

Text-to-Give/Peer-to-Peer Fundraising

- United Arts subscribes to GiveSmart to provide group access to progressive fundraising tools for our grantees and our Collaborative Campaign partners. GiveSmart offers:
 - Text-to-give fundraising tools, which are perfect for performance-based organizations that are in an ideal position to encourage audience members, before they turn off their phones or during intermission, to donate by texting to the code provided.
 - A peer-to-peer fundraising portal allows Board members to set their own fundraising goals and fundraise on behalf of their organization.
 - UA will investigate new types of fundraising platforms as the technology continues to improve.

CONTRIBUTOR BENEFITS

Artistry magazine (formerly Orlando Arts magazine)

- *Artistry* magazine is United Arts' bi-monthly magazine. Published by Winter Park Publishing Company, the magazine covers area arts and cultural happenings and includes a cultural calendar. The magazine has a print run of 15,000 per issue (90,000 annually) and is a donor premium for United Arts and Collaborative Campaign donors who contribute \$50 or more. There is also a digital version of the magazine that extends the reach of our storytelling. Many hotels are utilizing the magazine to enhance their guest experiences.
- The magazine is distributed free of charge at various locations throughout the six-county region with more than 80 drop sites in Orange County. It is also available on newsstands at select Central Florida locations of Target, CVS, Publix and Barnes & Noble.
- The annual season preview, which launches the Central Florida cultural season, is published in the September/October issue, and the cultural Summer Camp Guide is featured in the March/April issue.
- The magazine also includes a cultural calendar in each issue providing a reference for events throughout the two-months and beyond. The content comes from cultural organizations' event listings posted on UA's Arts & Culture Calendar and is shared with Visit Orlando for their website.

- The United ArtsCard is a donor premium for United Arts and Collaborative Campaign donors of \$100 or more. The card provides the bearer with 2-for-1 ticket opportunities or a 15% discount at a variety of local arts and cultural organizations' events, classes and gift shops. The discounted ticket opportunities encourage donors to try a variety of cultural events and expand their cultural repertoire. Over 2,000 cards are distributed annually. A digital version of the ArtsCard is in the works through a partnership with Visit Orlando and Bandwango.

ARTS LEARNING

Arts Education Services

United Arts advocates for and facilitates K-12 arts education programs that correlate to Sunshine State Standards and become an essential part of the school curriculum. Programming draws from Lake, Orange, Osceola and Seminole counties, ensuring that students throughout the region have access to cultural experiences, wherever they may be.

- Orange County Public Schools (OCPS) contracts with United Arts each year to facilitate curriculum-based arts education services in the schools. From concert etiquette to musical selections to ballet positions, teachers prepare students in advance for what they will see and hear. Services include in-school assemblies, hands-on workshops, field trips to theaters and museums, and virtual experiences, exposing students to a variety of genres including history, science, visual arts, dance, music and theater. This \$596,322 annual contract provides both live and virtual experiences, ensuring that regardless of how they are learning, arts education remains a part of their curriculum.
- Arts and Cultural Access Funding - United Arts partners with local corporations to provide funding to cover the costs of classroom-specific arts education experiences.

Principals Arts Appreciation Breakfast

- In partnership with OCPS, United Arts hosts an annual gathering of principals and arts administrators to ensure that arts education programming remains an important component of their school's curriculum.

Arts Education Event Website

- United Arts' Arts Education website, ArtsEd.UnitedArtsCFL.org provides a singular location where public, private, and home-school educators and administrators can learn about arts education programs available to school-age children as well as family-friendly events and camps for children of all ages. Lessons include performing arts, visual arts, literacy, science, and history genres and are offered as field trips, workshops, in-school performances, and weekend events. The interactive website lets users search for programs, book offerings and provide feedback on programs experienced.

ADDITIONAL SERVICES

- **Contracts for Service** - *United Arts facilitates arts programming in the community through over-arching contracts with local businesses, school districts and government agencies. These opportunities connect the region's arts and cultural organizations with new contract service opportunities as well as assisting them in reaching new audiences in unique ways.*
- **Events Website** – *OrlandoAtPlay.com serves Central Florida and showcases arts and cultural events and experiences available throughout the seven-county region. Weekly e-newsletters go out to subscribers highlighting special offerings and discounted events for the week. United Arts actively markets the site, attracting visitors from all over the world and a user demographic that spans all age ranges. OrlandoAtPlay.com trumpets to the world the diverse cultural offerings that are available in the Central Florida region.*
- **Technical Assistance Workshops** – *United Arts hosts grant workshops for potential and current applicants of United Arts grant programs and Orange County TDT-funded grant programs, information sessions on State of Florida grant programs, and capacity-building opportunities in fundraising and marketing. Our sessions share information about the various free resources United Arts has available including the Arts and Culture Calendar events website and Artistry (magazine), as well as training sessions on MobileCause's text-to-give platform, a United Arts-sponsored fundraising tool. We host community forums and workshops on issues that impact the region's arts and cultural community.*
- **Executive Director Learning Circle** – *monthly meetings with the executive directors or equivalent with nonprofit arts, history and science nonprofits from throughout our 4 county service area. This is a time to facilitate shared learning opportunities, engage guest speakers, and solve common challenges that our sector is facing.*
- **Diversity, Equity, Inclusion and Accessibility (DEI + A)** - *United Arts is committed to access for all people to quality arts and cultural programming, and to engage board, staff, artists and audiences that are as diverse as the community we serve. Our grants application process requires thoughtful consideration on how our arts organizations market themselves and who they are reaching as well as an internal look at boards, staff, and other key decision makers, and how they reflect the communities that the organization serves. We apply those same metrics to our own board, staff and review panels.*
- **The Diverse Leadership Pipeline** *is a United Arts initiative, that brings diversity into the arts boards and committees across Central Florida. Through a common application, we match diverse candidates with available board positions based on their interests and skill sets. United Arts also supports the matched board members Participation in the Edyth Bush Institute's Board Governance course.*

- **Grants Management Services** – *United Arts provides full-service grant management services that include assistance with developing grant guidelines and applications, outreach to increase participation, workshops, grant application review and the management of approved grants, including reporting review and funds dissemination. United Arts manages TDT Cultural Tourism and Cultural Facilities Funding and Blockbuster Funding for Orange County Arts & Cultural Affairs, and the Venue Subsidy Grant program. In FY21, we managed \$3 million in CARES funding Orange County invested in the arts community. In FY22, we managed \$1 million in ARPA funding Orange County invested in the arts community. In FY24, we facilitated the application revision, proposal collection and technical review of the TDT ARC 2024 funding opportunity.*
- **Economic Impact Research** – *In 2017, Americans for the Arts published its most recent updated study on the impact that arts and culture have on our local and national economy. Arts & Economic Prosperity 5 (AEP5), demonstrates that nonprofit arts and culture is a \$400 million industry in the Central Florida Region supporting 13,764 full-time equivalent jobs. 9,630 of those jobs are in Orange County, generating \$265 million in total industry spending and \$9.9 million in local government revenue. The study shows that 46% of Orange County audiences are non-residents and spend an average of \$37.58 per event attended, not including the cost of admission. With 3.8 million attendees per year, cultural event attendees generate over \$110 million per year in revenue for Orange County businesses. Complete study results are available on the United Arts website.*

Data collection for the new AEP6 study began in May of 2022 for this first post-COVID national study. United Arts is coordinating the seven-county Central Florida regional effort, again led by Americans for the Arts, that will undertake the critical economic impact analyses, with reports to be released in the late fall of 2023. Data collection for AEP includes audience intercept surveying, to gauge audience spending including both local audiences and tourists, and surveying of nonprofit arts and culture organizations to measure the income and expenses, and attendance of groups across the sector. Through heavily subsidized national-level support and United Arts' regional support, this research is provided to the Central Florida Region and Orange County free of charge (There is a nominal charge for breakout reports for other individual cities or counties within).

- **Community Leader Engagement** – *United Arts engages community leaders in its work through committees, task forces, strategic planning, and grants review panels. We also participate with area partners on their panels, events, study groups, and related cultural collaborations. Regular meetings are held with cultural providers, and periodically with area leaders to discuss industry-related concerns.*
- **Arts Advocacy** – *As the local arts agency, United Arts seeks to help more nonprofit arts organizations and artists seek funding through local, regional, national foundations and government agencies. At the same time, we want to engage our elected officials and reach out into the communities to increase access for all. Through workshops, convenings, technical assistance, and mentoring, our staff works to engage more nonprofits into the advocacy practices, funding opportunities and the resources that are available to them.*

Each year, United Arts coordinates an advocacy tour to Tallahassee to engage young professionals, leaders and corporate partners alike, to meet with state legislators and promote support of the Department of State, Division of Arts and Culture's state arts funding. (Locally this brought \$4.2 million to 51 Orange County arts and culture organizations for 2023-24 programming).

- ***Cultural Tourism*** - United Arts, in partnership with Visit Orlando, leads the Cultural Tourism Initiative that bridges the gap between the arts community and the travel industry in Orange County. The initiative serves both organizations and individual artists. Programs developed and implemented by United Arts include curated Art Tours and an Artist Directory, connecting visitors and meeting planners directly with cultural destinations and talents. It provides professional development through "Arts-Ready" and "Tourism-Ready" trainings to equip arts organizations and tourism professionals with the skills to effectively market and integrate cultural offerings. The initiative also advocates for attracting arts-related meetings and conventions to the region while implementing collaborative marketing campaigns that showcase the area as an arts and culture destination.
- ***Creative Placemaking*** - We recently started a new project working with the City of Orlando and its Downtown Development Board to launch a program of arts experiences in Downtown Orlando called DTO Live. Free arts experiences from live music to interactive art are now being planned and executed on a weekly basis. This program is employing many Individual Artists and working with two Arts Organizations who are responsible for larger street events and art installations. The pilot program launched in May with an official launch in June and is projected to run till June of 2025.