



Orange County Government

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

Legislation Text

File #: 24-1564, **Version:** 2

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 #Y25-144 Orange County, Florida and United Arts of Central Florida, Inc. Management/Fiscal Agency Agreement for Orange County Arts & Cultural Affairs Tourist Development Tax (TDT) Revenue - Arts & Cultural Affairs Grants Program in the amount of \$14,000,000 and authorization for the Procurement Manager to authorize extensions to the contract. (Arts and Cultural Affairs Office)

PROJECT: N/A

PURPOSE: On June 4, 2024, the Arts and Cultural Affairs Advisory Council presented its recommendations to the Board for the allocation of the Tourist Development Tax (TDT) to the various arts programs. United Arts of Central Florida, Inc. will serve as the fiscal agent to manage compliance and distribution of the funding, as directed by Orange County. The purpose of these recommendations is to provide funding for the promotion of various arts organizations that will attract cultural tourists to Orange County and to strengthen the community's cultural infrastructure. The contract amounts have been updated based on the latest calculations of estimated TDT collections for the year.

BUDGET: \$14,000,000

**CONTRACT
#Y25-144**

**ORANGE COUNTY, FLORIDA AND
UNITED ARTS OF CENTRAL FLORIDA, INC.**

**Management /Fiscal Agency Agreement for
Orange County Arts & Cultural Affairs
Tourist Development Tax (TDT) Revenue - Arts & Cultural Affairs Grants Program**

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, whose address is 201 S. Rosalind Avenue, Orlando, Florida 32801, hereinafter referred to as the "COUNTY," and **UNITED ARTS OF CENTRAL FLORIDA, INC.**, a nonprofit corporation under the laws of the State of Florida, 3025 Edgewater Dr. Orlando, FL 32804, hereinafter referred to as the "AGENCY," together, the COUNTY and AGENCY shall be referred to herein as the "Parties."

**ARTICLE I
SERVICES TO BE PERFORMED**

1. The AGENCY shall provide services as outlined in Attachment A, which is hereby incorporated by reference and made a part of this Contract.
2. 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 under Article III.
3. The AGENCY shall use its best efforts to obtain all supplies and services for use in the performance of this Contract at the lowest practicable cost.

**ARTICLE II
PAYMENTS**

1. The COUNTY shall pay to the AGENCY an amount not-to-exceed five percent of the first four cents of the Tourist Development Tax revenues plus any funds remaining unobligated from previous collections and interest on any of those funds allocated for Orange County Arts & Cultural Affairs Grants, which is funded by the Tourist Development Tax, hereinafter referred to as "TDT" as outlined in Attachment A, attached hereto, and incorporated herein for reference, for the following services:
 - a) The AGENCY will provide for the distribution of funds for recipients of 2024/2025 Orange County Arts and Cultural Affairs Grants as approved by the Board of County Commissioners in the amount of TEN MILLION FIVE HUNDRED EIGHTY FIVE THOUSAND SEVEN HUNDRED FOURTEEN

DOLLARS (\$10,585,714).

- b) Agency Fees for Management/Fiscal Services, as described in Attachment A hereto, shall be based on a fee for those programs funded by Arts and Cultural Affairs Grants, as identified in this subparagraph 1.a), above, and for an additional FIVE HUNDRED THOUSAND DOLLARS (\$500,000) from paragraph 2 for the Venue Subsidy program, 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), not to exceed SIX HUNDRED FOURTEEN THOUSAND TWO HUNDRED EIGHTY SIX DOLLARS (\$614,286).
 - c) The AGENCY will provide for the disbursement of THREE HUNDRED THOUSAND DOLLARS (\$300,000) for Community-wide Marketing.
2. The COUNTY will pay AGENCY a fixed amount of TDT funds in the amount of TWO MILLION DOLLARS (\$2,000,000); and, as a challenge grant, up to an additional FIVE HUNDRED THOUSAND DOLLARS (\$500,000) as a \$1:\$1 match on contributions to the AGENCY on new or increased funding. The COUNTY, in its sole discretion, will determine, whether the AGENCY has raised the requisite new or increased funds before matching funds will be dispersed in an amount not to exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000).
 3. The COUNTY will make payments to the AGENCY as described in Attachment A in accordance with the Florida Prompt Payment Act, codified at Sections 218.70 through 218.80, Florida Statutes, as may be amended. The first payment will be made after such time as this Contract has been duly executed.

**ARTICLE III
TERM OF CONTRACT, TERMINATION, NOTICE, MODIFICATION,
SUSPENSION, AND VENUE**

1. The term of this Contract shall be from October 1, 2024 through September 30, 2025, contingent upon appropriation of funds in subsequent budget years by the Board of County Commissioners. By execution of this Contract, the Orange County Board of County Commissioners hereby delegates to the Procurement Division Manager, or their designee, the authority to extend the Contract for up to two one-year extensions, in order for AGENCY to complete disbursement of the funds provided for herein.
2. 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, except as set forth in paragraphs three (3) and four (4) herein. In the event of termination, the COUNTY shall pay for all services rendered per this Contract, prorated to the date of termination. If payments are made to the AGENCY before services are rendered, the AGENCY shall remit to the COUNTY all excess money paid..
3. It is further agreed that, 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. Said written notice shall be delivered by either certified mail with return receipt requested, or by or in person with proof of delivery. 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.

4. If the AGENCY breaches any term of this Contract, the COUNTY may, by written notice of breach to the AGENCY, terminate the whole or any part of this Contract in circumstances, including, but not limited to:
 - a. If the AGENCY fails to provide services called for by this Contract within the time specified herein 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.

Any such written notice of breach shall be delivered to the AGENCY no less than twenty-four (24) hours before termination, and shall be delivered by either certified mail with return receipt, or in person with proof of delivery. Waiver by the COUNTY of breach of any provision of this Contract shall not be deemed to be a waiver of any other term or provision and shall not be construed to be a modification of the terms of this Contract.

5. The foregoing notwithstanding, if the AGENCY materially breaches any term of this Contract, the COUNTY shall send a written notice of breach. If the AGENCY fails to correct the breach within seven (7) calendar days, the COUNTY may terminate this Contract in whole or in part, upon written notice to the AGENCY by providing notice of termination as set forth in paragraph 4 above.
6. After receipt of a notice of termination, except as otherwise directed, the AGENCY shall:
 - a. Stop working under this Contract on the date of receipt and to the extent specified in the notice of termination.
 - b. Place no further orders or subcontracts to the extent that they relate to the performance of the work, which was terminated.
 - c. Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which was terminated.
 - d. Handle all property as directed by the COUNTY.
 - e. Finalize all 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.

- f. Take any other actions as directed in writing by the COUNTY.
- 7. All written notices required herein shall be delivered by either certified mail with return receipt requested or in person with proof of delivery. Notices and remittance of payment to the AGENCY shall be submitted to the authorized official and lawful representative as set forth in Section 8 hereof.
- 8. Any notices required or permitted to be given under this Contract shall be in writing, shall specifically refer to this Contract, and shall be addressed to the appropriate Party and address specified below:

COUNTY: Orange County Board of County Commissioners
Attn: Manager Arts and Cultural Affairs
450 East South Street, Suite 345
Orlando, Florida 32801

AND

Orange County Administrator
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32803

AGENCY: United Arts of Central Florida
Attn: CEO
3025 Edgewater Drive
Orlando, FL 32804

- 9. Notice shall be deemed to be received when (a) personally delivered; or (b) on the third business day after mailing by certified mail with return receipt.
- 10. Except as provided herein, 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 if revisions of any applicable laws or regulations make changes in this Contract necessary.
- 11. The laws of the State of Florida shall govern this Contract. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this Contract shall be the Circuit Court in and for Orange County, Florida.

**ARTICLE IV
ASSIGNMENT AND SUBCONTRACTS**

- 1. 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. If the AGENCY attempts to assign any rights or duties without securing written permission, this Contract shall be declared void by the COUNTY, and the AGENCY thereupon agrees to remit to the COUNTY all payments made pursuant to this Contract for the entire term of this Contract.

2. 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..
3. The AGENCY'S outsourced services must ensure compliance with this Contract and the AGENCY cannot make a profit from outsourcing obligations under this Contract.

ARTICLE V INDEMNITY, SAFETY AND INSURANCE

1. **Indemnity:** If there are any claims for damages attributed to the negligence, errors or omissions of the AGENCY, their agents or employees while providing the services called for herein, it is understood and agreed the AGENCY shall defend, indemnify and hold harmless the COUNTY from any and all losses, costs, liabilities, damages, and expenses arising out of such claims or litigation asserted as a result hereof. However, the AGENCY shall not be responsible for acts or omissions of the COUNTY, its agents, or employees, or of third parties, which result in bodily injury to persons or property. The COUNTY does not waive its right to sovereign immunity under Section 768.28, Florida Statutes. In the event the AGENCY is a state department or division, or a political subdivision of the State of Florida indemnification shall follow the provisions of Section 768.28, Florida Statutes.
2. **Insurance**
 - a. The 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 or obligations assumed by the AGENCY under this Contract. AGENCY is required to maintain any coverage required by federal and state worker's compensation or financial responsibility laws, including, but not limited to, Chapter 324 and 440, Florida Statutes, as may be amended from time to time.
 - b. The AGENCY shall require and ensure that each of its sub-contractors providing services hereunder (if any) procured and maintains until the

completion of their respective services, insurance of the types and to the limits specified herein.

- c. 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. and 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 Insured's. 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

1. Any and all records of the AGENCY relating to its performance of this Contract, must be made available by AGENCY for inspection, and upon request and payment, copying, unless such public records falls within an exception or exemption to the Public Records Act and each exception or exemption is clearly and conspicuously marked as such.

2. Should the AGENCY provide any or all of the COUNTY'S funds to sub-recipients, the AGENCY shall include in written Agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the COUNTY to the same extent as those of the AGENCY.
3. The AGENCY shall submit its financial statement, as audited by an independent certified public accountant, to the COUNTY within one hundred and twenty (120) days of the close of the AGENCY'S fiscal year. The AGENCY shall also provide to the COUNTY a copy of its management letter, if issued, and the AGENCY'S response.
4. The AGENCY shall maintain financial and program(s) records and reports related to the services provided under this Contract throughout the term of this contract and for five (5) years after the date on which the Contract ends. If litigation or legal action is pending, maintenance of records shall be extended as necessary. AGENCY shall, if requested, submit reports to the COUNTY that indicate persons impacted or served by this Contract. Failure to submit reports or records within five (5) COUNTY working days may result in the termination of this Contract.
5. If applicable, the COUNTY may request, and the AGENCY shall provide, its original records or records in the native format to the COUNTY.
6. 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 COUNTY's, or its designees, review of the AGENCY'S records.

ARTICLE VII EVALUATION

1. The AGENCY shall provide, upon request, data needed for the purpose of program(s) evaluation, monitoring and/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) costs and effectiveness. Failure to provide the data may result in termination of this Contract.
2. The COUNTY reserves the right to evaluate, monitor and/or audit any and all programmatic and fiscal documentation submitted by the AGENCY for services performed under this Contract.
3. The AGENCY agrees to permit persons duly authorized by the COUNTY to inspect in order to be assured the AGENCY'S satisfactory performance of the terms of this Contract. The AGENCY shall provide its business records custodian, have adequate and appropriate workspace for the COUNTY'S authorized representative to conduct evaluations, monitoring and/or audits to ensure compliance with this Contract. Following such evaluation, monitoring, and/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 and/or the Board of Directors' President, and members, whenever applicable. 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 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 terms of Article III of this Contract.

4. The AGENCY agrees to cooperate with the COUNTY on all reviews to ensure compliance with all applicable COUNTY guidelines and requirements for funding recipients.

ARTICLE VIII AUDIT

1. The Orange County Comptroller (Comptroller or designee) shall have the right to audit all the AGENCY'S records to audit the funds disbursed under this Contract to ensure the AGENCY'S compliance with the terms, conditions and obligations of this Contract. The Comptroller shall have full access to all AGENCY records, documents and information, whether on paper or electronic media necessary to perform this audit.
2. The AGENCY shall establish and maintain a reasonable accounting system, which enables ready identification of AGENCY'S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after the date on which the Contract ends. 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.
3. 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. 1. It is hereby declared that equal opportunity and nondiscrimination shall be the COUNTY'S policy 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 by Section 17-288 of the Orange County Code and the County Administrative Regulations.

Further, the AGENCY shall abide by the following provisions:

- (a) The AGENCY shall represent that the AGENCY has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinances throughout the term of this contract.
 - (b) The AGENCY shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
 - (c) The provisions of this Contract shall be incorporated by the AGENCY into the contracts of any applicable subcontractors.
4. The AGENCY shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) in regard to persons served.
 5. The AGENCY shall comply with Title VII of the Civil Rights Act of 1964 (42 USC 2000e) in regard to employees or applicants for employment.
 6. The AGENCY shall comply with Section 504 of the Rehabilitation Act of 1973, in regard to employees or applicants for employment and clients served.
 7. It is expressly understood that, upon receipt of evidence of such discrimination, the COUNTY shall have the right to terminate this Contract.

ARTICLE IX SAFEGUARDING INFORMATION

1. The AGENCY shall not use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with all applicable Federal, State, and local laws, rules and regulations, except on written consent of the recipient, his or her attorney, or his/her responsible parent or guardian, and the COUNTY.
2. In the course and scope of performing services under this Contract, the AGENCY may receive, be exposed to or acquire confidential information including, but not limited to, all information, data, reports, records, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in any computer database or computer readable form, as well as any information identified as confidential ("Confidential Information") of another Party. The AGENCY, including their employees, agents or representatives, shall: (A) not disclose to any third party the Confidential Information of the other Party except as otherwise permitted by this Contract; and (B) only permit use of such Confidential Information by employees, agents and representatives that have a need to know in connection with performance of services under this Contract; and (C) advise each of their employees, agents and representatives of their obligations to keep such Confidential Information confidential. However, on a case by case basis, in accordance with Florida law, this provision may not be applicable to Confidential Information: (A) after such information becomes

available to the public through no fault of any Party to this Contract; or (B) which may have been later lawfully publicly released by any Party in writing; or (C) which is lawfully obtained from third parties without restriction; or (D) which can be shown to be previously known or developed by either AGENCY independently of any other AGENCY or (E) if disclosure is required by law.

ARTICLE X EQUAL OPPORTUNITY AND NONDISCRIMINATION

1. The County's policies of equal opportunity and nondiscrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, color, 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 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 the 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.
3. The AGENCY agrees that if any obligations of this Contract are to be performed by subcontractor(s), the provisions of subparagraphs "1" and "2" of this Article shall be incorporated into and become part of the subcontract.

ARTICLE XI OTHER CONDITIONS

1. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by parties and attached to the original of this Agreement. The Parties agree to re-negotiate this Agreement if revision of any applicable laws or regulations makes changes in this Agreement necessary.
2. This Agreement contains all of the terms and conditions agreed upon by the Parties. All items incorporated by reference are physically attached hereto. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the Parties hereto.
3. The AGENCY shall obtain and possess throughout the term of this Agreement all licenses and permits applicable to its operations under Federal, State and local laws and shall comply with all fire, health and other applicable regulatory codes.

4. The name and address of the official payee to whom the COUNTY shall issue the payment vouchers shall be UNITED ARTS OF CENTRAL FLORIDA, INC.
5. The AGENCY agrees to comply with all applicable requirements and guidelines prescribed by the COUNTY for recipients of funds.
6. 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.
7. The AGENCY shall recognize Orange County in its printed promotional materials. 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 Orange County to create separate and unique opportunities for display of the COUNTY'S logo. The COUNTY shall be listed with all other Trustees in the AGENCY'S stationery. Documentation of this recognition is to 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).
8. All reasonable efforts should be made by the AGENCY to ensure the maximum allocation of grant funds is made to support arts organizations and shall ensure a minimum of these grant funds will be used for general administrative overhead costs of the AGENCY.
9. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed by their respective duly authorized representatives on the dates set forth below.

[SIGNATURES ON FOLLOWING PAGE]



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

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

October 29, 2024
DATE

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

By: *Jennifer Jan-Klimentz*
Deputy Clerk

UNITED ARTS OF CENTRAL FLORIDA, INC.

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

9-24-2024
DATE

**ATTACHMENT A
Y24-XXX
SCOPE OF SERVICES**

The AGENCY will hold Tourist Development Tax (TDT) funds for COUNTY approved arts and cultural program recipients in a separate interest-bearing account, disburse TDT Arts and Cultural Affairs Grants funding in the amounts shown in Article II, Payments, and will be paid Agency Fees for Management/Fiscal Services thereon at the rate of eight percent (8%) for the first Two Million Dollars (\$2,000,000) of those funds and five percent (5%) for all funds in excess of Two Million Dollars (\$2,000,000), to:

- a. Contract arts and cultural organizations to execute Arts and Cultural Affairs Grants, for which they have applied and for which they have been approved by the Board of County Commissioners;
- b. Provide collaborative Community-wide Marketing programs, including the United Arts Arts & Culture Calendar;
- c. Assure compliance with regard to the Orange County Arts and Cultural Affairs Advisory Council's awards for approved projects consistent with the guidelines of the Arts and Cultural Affairs Grants programs.
- d. Disburse funding for awarded projects on a schedule related to compliance and milestones of the projects;
- e. Attend meetings of the office of the Arts and Cultural Affairs Advisory Council Funding & Standards Committee and events related to the business of those offices and committees;
- f. Assist with program development, guidelines, application, panel review process, committee work, communication, workshops, and research related to Arts and Cultural Affairs Grants;
- g. Provide access to or data from the historical financial and service statistics of the United Arts-funded arts and cultural institutions;

1) Program Funding Recipients.

- a. Arts and Cultural Affairs Grants:
 1. Funds required for recipients of 2024-25 Arts and Cultural Affairs Grants. Funding will be invoiced in advance by the AGENCY within five days of the Board of County Commissioners' approval of funding and in advance of the disbursements to CULTURAL PROVIDERS. Funding will be invoiced at 50% upon funding approval and the second 50% based on the anticipated disbursements during that funding cycle.
- b. Community-wide Marketing:
 1. The amount outlined in Article II of the Contract, for Community-

wide Marketing for arts and cultural programming, is to be invoiced by the AGENCY within five days of the Board of County Commissioners' approval of funding and in advance of the disbursement of funds. Funding will be invoiced at 50% upon funding approval and the second 50% based on the anticipated disbursements during that funding cycle.

- c. United Arts Grant Support:
 - 1. The amount outlined in Article II of the Contract, in support for arts and cultural nonprofits in Orange County, is to be invoiced at 50% upon funding approval and the second 50% based on the anticipated disbursements during that funding cycle.
- 2) AGENCY Service Fees, as outlined in Article II of the Contract, as fee for services based on the total amount of Arts and Cultural Affairs Grants, shall be paid to the AGENCY at the following schedule:
 - a. Fifty percent (50%) upon invoice and upon the approval of the respective program's funding;
 - b. Forty percent (40%) upon invoice and no sooner than four (4) months after the approval of the program's funding; and
 - c. Ten percent (10%) upon invoice and upon conclusion of all disbursements to the Cultural Providers for the program funding.