


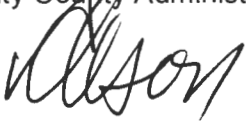


## Interoffice Memorandum

July 27, 2022

TO: Mayor Jerry L. Demings  
-AND-  
County Commissioners

THRU: Carla Bell Johnson, AICP, Deputy County Administrator 

CONTACT: Terry Olson, Administrator  
Arts and Cultural Affairs Office 

SUBJECT: **August 9, 2022 – Consent Agenda Item**  
Approval of Funding Agreement regarding An Arts Ecology Study  
between Orange County, Florida and United Arts of Central  
Florida, Inc.

Orange County, United Arts of Central Florida, Inc., the Edyth Bush Charitable Foundation, and the DeVos Family Foundation are collaborating to facilitate an Arts Ecology Study, to be conducted by the DeVos Institute of Arts Management. The Arts Ecology Study is being paid for in the following collaborative way:

- The \$25,000 from Orange County will be matched with
  - \$25,000 from United Arts of Central Florida, Inc.
  - \$25,000 from the Edyth Bush Charitable Foundation
  - \$75,000 from the DeVos Family Foundation

United Arts of Central Florida, Inc. is handling the procurement of this \$150,000 study and raising the matching funds. This Funding Agreement with United Arts of Central Florida, Inc. will approve Orange County's \$25,000 payment.

This Arts Ecology Study will be used as the groundwork for Orange County's Cultural Arts Master Plan and focus on the following:

- Arts education provided in area public schools
- Quality and financial capabilities of local arts and cultural institutions
- Strength of governing boards
- Quality of artistic and administrative management
- Audience profiles of arts institutions
- Scope of arts institutions in Orange County
- Sources of funding
- Availability of arts management training



Mayor Jerry L. Demings  
-AND-  
County Commissioners  
July 27, 2022  
Page 2

- Pool of available arts managers
- Pool of available board members
- Accessibility of arts for all segments of the community
- Access to technology.

**ACTION REQUESTED:**      **Approval and execution of Funding Agreement between Orange County, Florida and United Arts of Central Florida, Inc. regarding An Arts Ecology Study and authorization to disburse \$25,000 as provided in the FY2021-22 budget.**

TO/Is

- c.      Byron W. Brooks, AICP, County Administrator  
Carla Bell Johnson, AICP, Deputy County Administrator

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**FUNDING AGREEMENT**

*between*

**ORANGE COUNTY, FLORIDA**

*and*

**UNITED ARTS OF CENTRAL FLORIDA, INC.**

*regarding*

**AN ARTS ECOLOGY STUDY**

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**THIS AGREEMENT** is entered into 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 216 Pasadena Place, Orlando, FL 32803-3828 (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 Agreement.
- 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 Agreement is strictly for the uses and purpose outlined in **Exhibit "A"** of this Agreement. 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 Agreement.

## ARTICLE II PAYMENTS

A. The total amount to be paid by the County under this Agreement for services, shall be TWENTY-FIVE THOUSAND DOLLARS (\$25,000), so long as the Agency is in compliance with all terms and conditions of this Agreement. 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 Agreement. Agency shall make its best efforts to ensure that funds paid under this Agreement are not expended for Tourist Development Tax eligible expenses.

B. Payment to the Agency shall be made by one payment during the term of this Agreement 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 Agreement has been duly executed.

C. The name and address of the official payee to whom the County shall issue the checks shall be United Arts of Central Florida, Inc., 216 Pasadena Place, Orlando, FL 32803-3828.

## ARTICLE III TERM OF AGREEMENT, TERMINATION, NOTICE, AND SUSPENSION

A. **Term.** The term of this Agreement shall be from the date of last execution through February 1, 2023, contingent upon appropriation of funds by the Board of County Commissioners.

B. **Termination for Convenience.** Either party may terminate this Agreement, 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 Agreement 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 Agreement, the County may:

1. Terminate the whole or any part of this Agreement 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 Agreement within the time specified in this Agreement 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 Agreement.
- 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 Agreement 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 Agreement: (1) that has not been expended or utilized as contemplated by this Agreement as of the date upon which the Agency received the County's notice of termination, or (2) if not a "per service" Agreement, remit to the County the remainder of any and all money advanced to the Agency pursuant to this Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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: Arts and Cultural Affairs  
450 East South Street, Suite 345  
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.  
216 Pasadena Place  
Orlando, FL 32803-3828

**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 Agreement 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 Agreement other than the DeVos Institute as essential to this agreement without obtaining the prior written approval of the County, which shall be attached to the original Agreement and subject to such conditions and provisions as the County may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, 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 Agreement; 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 Agreement.

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 Agreement, the Agency must ensure that the outsourced entity complies with the terms of this Agreement. The Agency cannot make a profit from outsourcing obligations under this Agreement.

## **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 subcontractors (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 Agreement.

C. **Independent Contractor.** The relationship of the parties to this Agreement 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 Agreement 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. The Agency agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this Agreement the following types of insurance coverage with limits and on forms (including endorsements) as described in this "Insurance" subsection. These requirements, as well as the County's review or acceptance of insurance maintained by the Agency is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the Agency under this Agreement.
2. The Agency shall require all grantees receiving funds to procure and maintain insurance coverage that adequately protects the County and the Agency. This coverage may include but not be limited to workers' compensation, commercial general liability, and business auto liability. The County and the Agency shall be listed as an additional insured on all general liability policies.
3. The Agency shall have in full force the following insurance coverage, and will provide Certificates of Insurance to the Agency prior to commencing operations under this Agreement to verify such coverage:
  - a. **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 \$500,000 per occurrence. Agency further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured.
  - b. **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.
4. The Agency agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of the Orange County Board of County Commissioners.
5. Insurance carriers providing coverage required in this "Insurance" subsection must be licensed to conduct business in the State of Florida and must possess a current A.M. Best Financial Strength Rating of A-Class VIII.



6. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.
7. The Agency shall provide to the County current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Agreement. In addition to the certificate(s) of insurance the Agency shall also provide copies of the additional insured and the waiver of subrogation endorsements as required above.

## **ARTICLE VI RECORDS**

A. **Public Records.** The books, records, and accounts related to the performance of this Agreement 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 Agreement, 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 Agreement, the Agency shall establish and maintain separate books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting and record maintenance procedures. Books, records, and accounts related to the performance of this Agreement 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 Agreement. 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 Agreement.

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 of 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 Agreement.

C. In order to monitor compliance and quality assurance of the Agency's performance under this Agreement, the Agency agrees to permit persons designated by the County to inspect the Agency's records for matters related to this Agreement, 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 Agreement'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 Agreement.

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 Agreement, in order to ensure the Agency's compliance

with the terms, conditions, and obligations of this Agreement. 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 Agreement. 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 Agreement 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 Agreement.

## **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 Agreement. It is expressly understood that, upon receipt of evidence of such discrimination, the Recipient shall have the right to terminate this Agreement 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 Agreement;
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 Agreement.
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 Agreement; 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 Agreement.
3. The Agency agrees that, if any obligations of this Agreement are to be performed by subcontractor(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 stationary. 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 Agreement 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 Agreement 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 Agreement. The Parties agree to renegotiate this Agreement in good faith if revisions of any applicable laws or regulations make changes in this Agreement necessary.

D. **Governing Law.** This Agreement, 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 Agreement, 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 Agreement.

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

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 Agreement 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 Agreement shall preclude that party from exercising, or expanding the exercise of, any additional right, power, or remedy that party might have pursuant to this Agreement 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 Agreement. 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 Agreement and any extensions to this Agreement. 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 Agreement, 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 Agreement.

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

M. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement 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 Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

O. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement 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 Agreement.

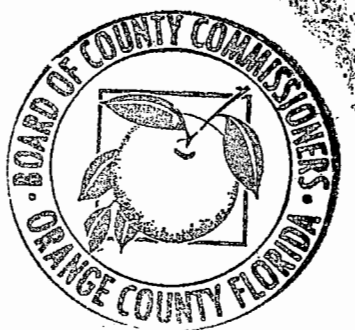
P. **Authority of Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and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

Q. **Entire Agreement.** This Agreement, and any documents incorporated in this Agreement, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement 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 Agreement.

**[ SIGNATURES ON FOLLOWING PAGE ]**

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



**ORANGE COUNTY, FLORIDA**

By: Orange County Board of County Commissioners

By: Bryan W. Burks  
for Jerry L. Demings  
Orange County Mayor

Date: 10 August 2022

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

By: Neelha Pery  
for Deputy Clerk

**UNITED ARTS OF CENTRAL FLORIDA INC.**

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

Date: 7-17-2022



## 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: **Trust, Professionalism, Excellence, Inclusion, and Leadership.**

United Arts provides support through direct funding through grants, arts education and other contract services, collaborative fundraising, and capacity building and technical assistance opportunities. The agency will contract with the DeVos Institute of Arts Management for an audit of the arts ecology of Orange County. The funding will be provided as follows to hire the DeVos Institute.

**Services:** Engage the DeVos Institute of Arts Management to conduct an arts ecology study of Orange County.

<b>Funding Source</b>	<b>Amount</b>
United Arts of Central Florida	\$25,000
Edyth Bush Charitable Foundation	\$25,000
Orange County	\$25,000
DeVos Family Foundation	\$75,000
<b>Total</b>	<b>\$150,000</b>

### 1. Arts Ecology Study Will Address Many of These Questions

This cursory analysis begs several questions including:

- How does Orange County's arts ecology compare to other American cities?
- Why are so many arts organizations in Orange County facing challenging economic circumstances?
- Do the citizens of Orange County have fair access to the visual and performing arts?
- Are children in public schools receiving a strong arts education?
- Are the arts institutions managed well?
- Are the arts institutions of Orange County governed well?
- What size and how many arts institutions are needed to serve Orange County?
- What size and how many arts institutions can Orange County support?
- Do the arts play a vital role in attracting tourists to Orange County?

## **The Project**

This project is intended to address these questions by both auditing the arts ecology of Orange County and suggesting models for the future that would maximize sustainable arts access, arts education and impact.

The audit would include evaluation of:

- The arts education provided in area public schools
- The quality and financial capabilities of local arts institutions
- The strength of governing boards
- The quality of artistic and administrative management
- The audience profiles of arts institutions
- The scope of arts institutions in the County
- The sources of funding
- The availability of arts management training
- The pool of available arts managers
- The pool of available board members
- Accessibility of arts for all segments of the community
- Access to technology

Models would be presented for:

- An 'optimal' mix of arts institutions
- Approaches for building larger, more diverse and younger audiences
- Approaches for building contributed income
- Approaches for creating a far less concentrated donor base
- Approaches for attracting artists to live in Orange County
- Approaches for maximizing arts-related tourism
- Approaches for building stronger boards and providing board training
- Approaches for building a larger, stronger pool of management
- Approaches for creating a stronger regional, state-wide and national presence
- Approaches for reducing costs through collective action

## **The Project Team**

Michael M. Kaiser, Chairman of the DeVos Institute, will lead the team responsible for developing this plan. He will be assisted by Ben Dietschi, Senior Consultant, and Dmitry Samogray, Research Analyst.