



## Interoffice Memorandum

December 29, 2021

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

THRU: Carla Bell Johnson, AICP, Assistant County Administrator

CONTACT: Terry Olson, Administrator  
Arts and Cultural Affairs Office

SUBJECT: January 11, 2022 – Consent Agenda Item  
A Cultural Arts Master Plan Memorandum of Understanding

The Arts and Cultural Affairs Office has an approved budget of \$125,000 to move forward with creating a Cultural Arts Master Plan. The City of Orlando (City) and the Community Redevelopment Agency (CRA) of the City of Orlando also have approved a budget of \$125,000 to partner together in this project, creating a total budget of \$250,000. This memorandum of understanding confirms their agreement to work together in funding this project.

Orange County will be the lead agency to administer the procurement process for the hiring of a consultant to assist in the creation of a Cultural Arts Plan. The City and the CRA shall have the ability to provide comments and suggested revisions to the County for the Request for Proposal (RFP) during its creation. Orange County, in its sole discretion, may incorporate those comments and requested revisions into the final RFP.

Orange County will release the RFP and facilitate the selection of an award to a consultant for creation of the Cultural Arts Plan utilizing Orange County's procurement procedures for the award. Additionally, the CRA will appoint two persons to serve on the procurement committee. These two persons will be representing external entities.

This memorandum of understanding was reviewed by the County Attorney's office.

**ACTION REQUESTED:** Approval and execution of Memorandum of Understanding between Orange County, Florida, City of Orlando, Florida, and the Community Redevelopment Agency of the City of Orlando, Florida Regarding A Cultural Arts Master Plan and approval of the inclusion of two additional at-large members to serve on the procurement committee.

TO/Is

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

BCC Mtg. Date: Jan. 11, 2022

## MEMORANDUM OF UNDERSTANDING

*between*

**ORANGE COUNTY, FLORIDA, CITY OF ORLANDO, FLORIDA, AND THE  
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO,  
FLORIDA**

*Regarding*

***A Cultural Arts Master Plan***

This Memorandum of Understanding ("MOU") is entered into this 6 day of DEC, 2021, ("Execution Date") by and between Orange County, Florida, a charter county and a political subdivision of the State of Florida ("County"), the City of Orlando, a municipal corporation existing under the laws of the State of Florida ("City"), and the Community Redevelopment Agency of the City of Orlando ("CRA"), a body politic and corporate created pursuant to Part III, Chapter 163, Florida Statutes.

### RECITALS:

**WHEREAS**, the CRA's Downtown Orlando Community Redevelopment Area Plan, the DTOutlook, specifically states that the CRA should support creation of a downtown arts and cultural master plan to ensure that future arts efforts are coordinated and provide for a balanced array of artistic offerings; and

**WHEREAS**, the City and County seek to develop a comprehensive arts plan to elevate the status of Central Florida's arts and culture to that befitting a world-class community; and

**WHEREAS**, the County, the City, and the CRA have identified individual and collective agency and community benefits for jointly participating in the creation of a cultural arts master plan ("Cultural Arts Plan"); and

**WHEREAS**, the County, the City, and the CRA desire to hire a consultant to assist the agencies in creating the Cultural Arts Plan; and

**WHEREAS**, the parties agree that the creation of this Cultural Arts Plan and engagement of the services of a consultant to assist with such plan serves a valid public purpose.

**NOW, THEREFORE** in consideration of the covenants and conditions herein and for other good and valuable consideration, each to the other, receipt of which is hereby acknowledged by all parties, the parties hereby agree as follows:

***Section 1. Preamble Incorporated.*** The foregoing recitals are true and correct and are incorporated herein as part of this MOU.

### ***Section 2. Content of Cultural Arts Plan.***

The parties desire to create a County/City-wide Cultural Arts Plan to, amongst other things,

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establish a process for sustainable development and growth of the arts, conduct a comprehensive arts inventory and analysis, determine suitable sites for art and art venues, determine ways to enhance diverse and inclusive participation and representation, create a local and regional framework for arts funding, and develop a process for building strategic partnerships. The parties agree that the Cultural Arts Plan shall have a focus on the Downtown CRA (see map attached as Exhibit “A”) as a regional arts hub consistent with the CRA’s Redevelopment Plan (DTOutlook), the City Growth Management Plan (GMP) Cultural Arts Element, the City Future Land Use Element Goal 5, and other City and County arts related goals. The parties agree that the Cultural Arts Plan must have a stand-alone downtown component as part of the plan, particularly relating to the Cultural Corridor and including a Downtown-specific arts inventory and recommendations. The CRA and City must be included in all plan-related substantive administration, communication approaches and public meetings with the selected consultant throughout the contracting and creation of the Cultural Arts Plan, especially with respect to the downtown, the evolving cultural corridor and Main Streets Districts within the City. All parties shall have the right to review, provide edits, and approve the Cultural Arts Plan and its development at various points of completion, including at 75% and 100% report development thresholds, with at least 30 days for the final review.

***Section 3. Consultant Selection Process.*** The parties hereby designate the County to be the lead agency to administer the procurement process for hiring of a consultant for assisting in the creation of the Cultural Arts Plan. The CRA and City shall have the ability to provide comments and suggested revisions to the County for the Request For Proposals (“RFP”) during its creation. County shall in good faith consider those comments and requested revisions and at its sole discretion may incorporate those comments and requested revisions into the final RFP. Should

the County elect to not incorporate such comments and requested revisions and the Parties not be able to agree on the form of the final RFP, the City and CRA shall have the right to terminate this MOU upon written notice to the County and shall not be obligated to provide the funding contemplated in Sections 4 and 5 herein. The County shall release the RFP and facilitate the selection of an award to a consultant for creation of the Cultural Arts Plan utilizing the County's procurement procedures for the award. The CRA's Executive Director shall appoint two (2) persons to serve as procurement committee members and the County shall appoint the additional members in accordance with Orange County Administrative Regulation 9.01.13. The City and CRA shall also have the opportunity to provide input into the negotiation of the contract with the selected consultant.

***Section 4. Consulting Services.*** The parties agree on a budget of at least \$250,000.00 for the creation of the Cultural Arts Plan, with the County contributing half the budget and the City and CRA combined contributing the other half of the budget. The County will fund a minimum of one hundred twenty-five thousand dollars (\$125,000.00) towards the consultant costs related to creation of the Cultural Arts Plan. The City agrees to fund twenty-five thousand dollars (\$25,000.00) and the CRA agrees to fund one hundred thousand dollars (\$100,000.00) towards the consultant costs related to creation of the Cultural Arts Plan. Should the costs of creation of the Cultural Arts Plan be less than the full budgeted amount, the parties shall share in such savings on a pro-rata basis. Should the costs of creation of the Cultural Arts Plan exceed \$250,000.00, the County shall be responsible for such additional costs.

***Section 5. Payments.*** As the County is administering the contract with the consultant, the City and CRA will provide their payments to the County in three (3) installments from the CRA and City with the first payments being fifty thousand dollars (\$50,000.00) and twelve thousand five hundred dollars (\$12,500.00), respectively. The first payments will be made within thirty (30) days of execution of the

agreement between the selected consultant and the County. The second and third payments from the CRA will each be twenty-five thousand dollars (\$25,000.00), and the second and third payments from the City will each be six thousand two hundred fifty dollars (\$6,250.00). The second payment will be made within thirty (30) days of completion of fifty- percent of the consultant's scope of work, and the third payment upon receipt of a final draft of the Cultural Arts Plan. The County will submit to both the City and the CRA a statement showing the costs and expenses incurred on a quarterly basis under the Cultural Arts Plan consulting agreement. Both the CRA and City shall have the right to review such invoices. Notwithstanding the foregoing, should the total costs of creation of the Cultural Arts Plan by the consultant, as evidenced by such invoices, be less than the budgeted \$250,000.00, within sixty (60) days of the consultant's submission of a final invoice, the County shall refund to the City and CRA their pro-rata portions of the unexpended portion of the funding provided herein.

***Section 6. Staff and Services Contribution.*** Each party agrees to designate by name or title a representative for single-point communication and provide the staff and/or services in connection with the creation of the Cultural Arts Plan in order to reduce the direct expense of the consultant. The staff and/or services to be provided by each party are listed on the attached Exhibit "B." The name of the representative may be changed by written notice to all other parties at the addresses set forth below in paragraph 9.

***Section 7. Books and Records/Audit:*** The County shall maintain books, records, and other evidence relating to the use of the funds provided by the City and CRA hereunder (hereinafter referred to as the "Books and Records") in accordance with generally accepted accounting principles, procedures and practices. The County expressly acknowledges that the City and CRA shall have the right to inspect, review, and audit the Books and Records from time to time for compliance with the terms, conditions, limitations, restrictions and requirements of this Agreement, which shall extend for a period of five (5) years after the

term of this Agreement.

**Section 8. Term.** This Agreement shall commence on the Execution Date and shall continue until acceptance of a final Cultural Arts Plan by all parties.

**Section 9. Notices.** Any notices required or allowed to be delivered hereunder shall be in writing and may be (1) hand delivered, (2) sent by recognized overnight courier, or (3) mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed to a party at the address set forth below.

**Orange County**

Attention: Terry Olson, Director, Orange County Arts and Cultural Affairs  
Office  
P.O. Box 1393 Orlando, Florida 32802

With a copy to:

Orange County Administrator  
P.O. Box 1393 Orlando, Florida 32802

**City of Orlando**

Attention: Economic Development Department Director  
P.O. Box 4990 Orlando, Florida 32802

With a copy to:

City Attorney's Office  
P.O. Box 4990 Orlando, Florida 32802

**CRA**

Attention: Thomas C. Chatmon, Jr., Executive Director  
P.O. Box 4990 Orlando, Florida 32802

With a copy to:

City Attorney's Office  
P.O. Box 4990 Orlando, Florida 32802

**Section 10. Indemnification.** Each party agrees to defend, indemnify and hold harmless the other party, its official and employees from all claims, actions, losses, suits,

judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this MOU. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

**Section 11. Schedule.** The planned time period for working on the Cultural Arts Plan is approximately twelve (12) months. This time period will begin at the issuance of the RFP. During this time period, the contractual parties shall complete the scope(s), provide necessary RFP advertising, receive proposals, perform RFP evaluations, rank RFP respondents, make recommendations for selections of a consultant and make the award. Afterwards, the selected consultant shall create the Cultural Arts Plan. Finally, the consultant shall make presentations to each of the parties.

**Section 12. Assignment.** Each party shall not assign or transfer any interest, rights, or duties under this MOU to any other party.

**Section 13. Entire Agreement.** This MOU contains the entire agreement between the parties regarding the Cultural Arts Plan. No promises, representations, warranties or covenants not included herein has been or shall be relied upon by any party. Any modifications, additions or amendments hereto must be in writing, signed by all parties.

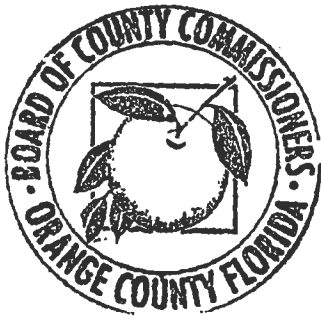
**Section 14. Venue.** All claims, controversies, or disputes arising out of this MOU shall be settled as required by the MOU or by the law in the Ninth Judicial Circuit, Orange County, Florida.

**Section 15. Attorney's Fees.** In the event legal action is required under this MOU, each party and those acknowledging this MOU shall be responsible for their own attorney's fees and costs at trial and on appeal.

**Section 16. Severability.** If any sentence, phrase, paragraph, provision or portion of this MOU is held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be considered an independent provision and the finding shall have no effect on the validity of the balance of this MOU.

**Section 17. Applicable Law.** This MOU and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida.

**IN WITNESS WHEREOF,** the parties have executed this Memorandum of Understanding on the dates indicated below.



**ORANGE COUNTY, FLORIDA**  
By: Board of County Commissioners

By: *Jerry L. Demings*

for Jerry L. Demings  
Orange County Mayor

Date: January 11, 2022

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

By: *Katie Smith*  
Deputy Clerk

Date: January 11, 2022

CITY OF ORLANDO

By: \_\_\_\_\_

Buddy Dyer  
Mayor

Date: \_\_\_\_\_

12.6.21

ATTEST: \_\_\_\_\_

*Stephanie Herdocia*

Stephanie Herdocia, City Clerk

Date: \_\_\_\_\_

12/6/2021

APPROVED AS TO FORM AND LEGALITY

For the use and reliance of the City of Orlando, Florida only.

*[Signature]*  
Assistant City Attorney

COMMUNITY REDEVELOPMENT AGENCY

By: \_\_\_\_\_

Buddy Dyer  
Chairman

Date: \_\_\_\_\_

12.6.21

ATTEST: \_\_\_\_\_

*Thomas C. Chatmon, Jr.*  
Thomas C. Chatmon, Jr.  
Executive Director

Date: \_\_\_\_\_

December 1, 2021

APPROVED AS TO FORM AND LEGALITY

For the use and reliance of the City of Orlando, Florida only.

*[Signature]*  
Assistant City Attorney

Council Meeting: \_\_\_\_\_

12-6-21

Documentary: \_\_\_\_\_

C-16 21206C16

Date: \_\_\_\_\_

Exhibit "A"  
MAP



## EXHIBIT "B"

### STAFF AND SERVICES TO BE PROVIDED BY THE PARTIES

County	Procurement staff to prepare and issue the RFP, three selection committee members, and at least one professional staff person to review documents, attend meetings and provide input as requested.
City	One selection committee member and at least one professional staff person to review documents, attend meetings and provide input as requested.
CRA	One selection committee member and at least one professional staff person to review documents, attend meetings and provide input as requested.