




Interoffice Memorandum

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: October 18, 2016

September 29, 2016

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners 

FROM: Terry Olson, Director
Arts & Cultural Affairs
407-836-5546

SUBJECT: Approval of Contract Y17-2060
with United Arts of Central Florida
Consent Agenda Item – Oct. 18, 2016

On June 28, 2016, the Arts and Cultural Affairs Advisory Council presented its recommendations to the Board of County Commissioners for the allocation of General Fund support to United Arts of Central Florida and its various arts programs. Funding for these preliminary recommendations is included in the adopted FY2017 budget that was approved on September 22, 2016.

The purpose of these recommendations is to provide funding for the general support of various arts organizations which will strengthen the community's cultural infrastructure in order to attract and retain high-wage businesses.

ACTION REQUESTED:

Approval of Contract # Y17-2060 Orange County, Florida and United Arts of Central Florida, Inc. from the General Fund in the amount of \$709,475 for fiscal year 2016-2017.

Cc: Ajit Lalchandani, County Administrator
Eric Gassman, Deputy County Administrator

CONTRACT # Y17-2060

BCC Mtg. Date: October 18, 2016

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

THIS CONTRACT is entered into this 1st day of October 2016 by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, whose address is 201 S. Rosalind Avenue, Fifth Floor, 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, whose address is 2450 Maitland Center Parkway, Suite 201, Maitland, Florida, 32751-4140, hereinafter referred to as the "AGENCY."

**ARTICLE I
SERVICES TO BE PERFORMED**

1. The AGENCY shall provide services as outlined in this agreement and in Attachments A and B, hereto, 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 SEVEN HUNDRED NINE THOUSAND FOUR HUNDRED SEVENTY FIVE DOLLARS (\$709,475), so long as the AGENCY is in compliance with all terms and conditions of this Contract. Such amount, being the maximum compensation to be paid by the COUNTY to AGENCY, will be for the following services.
 - a. SEVEN HUNDRED NINE THOUSAND FOUR HUDNRED SEVENTY FIVE DOLLARS (\$709,475) will be for programs and services of AGENCY in keeping with its mission as described more fully in the Scope of Services described in Attachment B.
2. The COUNTY shall pay the AGENCY in two equal bi-annual payments during the term of this contract, in accordance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes. The first payment will be made after this Contract has been duly executed and a Purchase Order has been processed.

3. The funding under this Agreement is strictly for the uses and purpose outlined in Attachment A, hereto. Furthermore, 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.
4. TRUTH IN NEGOTIATION CERTIFICATE: Signature of this Contract by the AGENCY shall act as the execution of the truth-in-negotiation "Certificate" certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the AGENCY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its right under this "Certificate" within one (1) year following final payment.

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

1. The term of this Contract shall be from October 1, 2016 through September 30, 2017, contingent upon appropriation of funds by the Board of County Commissioners.
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, prorated to the date of termination.
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 telegram, or by facsimile 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 any, but not limited to, of the following circumstances:
 - 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 by telegram, or by facsimile, 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 provision and shall not be construed to be a modification of the terms of this Contract.

5. 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) days, the COUNTY may terminate this Contract in whole or in part, upon written notice to the AGENCY.
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 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.
 - f. Take any other actions as directed in writing by the COUNTY.
7. All written notices required herein shall be deemed delivered by either certified mail with return receipt requested or by telegram, or by facsimile, 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.
8. 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.

9. 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; provided, however, that notwithstanding the foregoing, unless otherwise provided herein, such prior written approval shall not be required for purchase by the AGENCY of such articles, supplies, equipment and services which are both 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 herein.
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 768.29, 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.
- b. The AGENCY shall require and ensure that each of its sub-contractors/consultants 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.
- c. The AGENCY shall have in force the following insurance coverage, and will provide Certificates of Insurance to the COUNTY prior to commencing operations under this Contract to verify such coverage:
 - 1) 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 Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
 - 2) 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 the full amount of this agreement as specified in Article II, Section 1 or as amended from time to time. 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.
- d. If the AGENCY is an agency or political subdivision of the State of Florida then without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statute, the AGENCY may self-insure its liability with coverage limits of \$100,000 per person and \$200,000 per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the COUNTY.
- e. 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 Orange County Board of County Commissioners.

- f. 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.
- g. Any request for an exception to these insurance requirements must be submitted in writing to the COUNTY for approval.
- h. 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 Contract. 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 (Items B or C and E). For continuing service contracts, renewal certificates shall be submitted upon request by either the COUNTY or its certificate management representative. The certificates shall clearly indicate that the AGENCY has obtained insurance of the type, amount and classification as require for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically reference the respective Contract number. The certificate holder shall read:

Orange County Board of County
Commissioners Attention: Linda Carson,
Purchasing Agent Procurement Division
400 East South Street
Orlando, Florida, 32801

ARTICLE VI RECORDS

- 1. AGENCY acknowledges and agrees that, in accordance with Chapter 119, Florida Statutes (Public Records Law), any "public record" created, made, or received in connection with the official business of the COUNTY, including reports, specifications, drawings, maps, and tables, must be made available 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 page is clearly and conspicuously marked as such.
- 2. The AGENCY shall submit its audited financial statement to the COUNTY within one hundred and twenty (120) days of the close of the AGENCY'S fiscal year. Such reports shall be audited by an independent certified public accountant. The AGENCY shall also provide to the COUNTY a copy of its management letter, if issued, and the AGENCY'S response.
- 3. 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) normal COUNTY working days may result in the termination of this Contract.
4. 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.
 5. The COUNTY shall have the right to obtain a copy of and otherwise inspect any evaluation, monitoring, and/or audit, made at the direction of the AGENCY as concerns the aforesaid records and documentation.
 6. If applicable, the COUNTY may request and the AGENCY shall provide its original records or records in native format to the COUNTY.
 7. 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

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 for matters related to this Contract the AGENCY'S records, papers, documents, facilities, and/or goods and services of the AGENCY, and/or interview any clients and all current and/or former employees of the AGENCY 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 work space 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'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 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 general fund 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 complying 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.

ARTICLE IX CIVIL RIGHTS

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 the prime contract shall be incorporated by the AGENCY into the contracts of any applicable subcontractors.
- 2. The AGENCY shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) in regards to persons served.
- 3. The AGENCY shall comply with Title VII of the Civil Rights Act of 1964 (42 USC 2000e) in regards to employees or applicants for employment.
- 4. The AGENCY shall comply with Section 504 of the Rehabilitation Act of 1973, in regards to employees or applicants for employment and clients served.
- 5. It is expressly understood that, upon receipt of evidence of such discrimination, the COUNTY shall have the right to terminate this Contract.

ARTICLE X 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, Florida State, and local laws, rules and regulations, except on written consent of the recipient, his or her attorney, or his or 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.

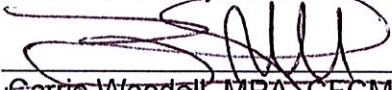
ARTICLE XI OTHER CONDITIONS

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 both parties, and attached to the original of this Agreement. The Parties agree to renegotiate this Agreement if revisions of any applicable laws or regulations make changes in this Agreement necessary.
2. This Agreement contains all 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 checks shall be United Arts of Central Florida, Inc., 2450 Maitland Center Parkway, Suite 201, Maitland, Florida, 32751 -4140.
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 on 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 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).
8. Should the AGENCY provide any or all of the COUNTY funds to sub recipients, the AGENCY shall include in written Agreements with such sub-recipients a requirement that records of the sub-recipients be open to inspection and audit by the COUNTY to the same extent as those of the AGENCY.
9. All reasonable efforts should be made by the AGENCY to ensure the maximum allocation of 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.

WITNESS WHEREOF, the Parties, attesting that they are duly authorized to enter into this Contract, have executed this Contract on the dates indicated below.

ORANGE COUNTY, FLORIDA


By: Board of County Commissioners

By: 
~~Carrie Woodell, MPA, CFCM, CPPO, GPM~~
Procurement Division/Administrator
Zulay V. Milan, CPPO, CPPB, FCCM
Administrator | Procurement Division
Orange County Government | Florida

10/20/16

DATE

UNITED ARTS OF CENTRAL FLORIDA INC.

By: 
Flora Maria Garcia, President & CEO
United Arts of Central Florida, Inc.

10-9-16

DATE

ATTACHMENT A
Y17-2060
Scope of Services

ARTICLE I

The AGENCY will provide fundraising, grant making, arts education and capacity building programming in keeping with its mission supporting the local arts and cultural community.

ARTICLE II
EVALUATION AND MONITORING

- I. The AGENCY shall submit quarterly reports documenting the list of grants awarded for general operation support and services it has provided. The reports shall be given to the Arts & Cultural Affairs Office, 450 E South Street, Orlando, FL, 32801 and the Office of Management and Budget, 201 S. Rosalind Ave., Orlando, FL, 32801. The mailing address for both the Arts & Cultural Affairs Office and the Office of Management and Budget is P.O. Box 1393, Orlando, FL, 32802-1393. Reports are due January 30th, April 30th, July 30th, and October 30th. These reports shall contain the following information:
 - a. All proposed activities for the following quarter;
 - b. All activities supported during the reporting quarter;
 - c. Fiscal Year (October 1st to September 30th) to date receipts and expenditures according to budget category, as developed in cooperation with the COUNTY. Reports should include an accounting of COUNTY funds utilized for administrative costs of the AGENCY;
 - d. Status of the work plan and timeline for distribution of funds; and
 - e. Minutes of all meetings of the Board of Directors including reports on any committee activities.

Failure to submit quarterly reports by the specified dates may result in a withholding of payment until the report is received.
2. The AGENCY shall cooperate with the COUNTY in accepting technical assistance for problems related to a failure to adequately perform the services funded by the COUNTY.

ATTACHMENT B

Y17-2060

United Arts of Central Florida, Inc. Overview of Services to the Community Orange County, Florida

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 is also a community convener, networker and advocate for the arts, and provides annual data regarding the economic impact of the arts and creative industries in Central Florida.

FUNDRAISING

Collaborative Fundraising Campaign

- The only campaign of its kind in the state, United Arts joins forces each year with its Large-budget Operating Support grantees to raise funds and awareness collectively in support of the arts, science and history.
- During the Collaborative Campaign, eligible designated gifts to participating organizations are incentivized with a 15% match by United Arts.
- United Arts works closely with the 19 participating cultural partner organizations to assist them in reaching their personal campaign fundraising goals.

Workplace Giving

- The primary goals of workplace 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 there are in the region.
- Workplace campaigns can vary in length and include on-site presentations by a United Arts representative, live performances, demonstrations and incentives for campaign participation. United Arts has partnered with Florida Blue who has generously committed to underwrite the cost of live performances at select workplace sites during the year.
- 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.

- Campaigns may be run in combination with other fundraising organizations, such as the United Way, to offer choices to employees, and as a convenience for employers.

Crowdfunding/Peer-to-Peer fundraising

- United Arts subscribes MobileCause to provide access to progressive fundraising tools to our grantees and Collaborative Campaign partners. The site's versatility is well suited to the variety of ways the cultural community raises funds, and having a variety of options through one vendor allows for a more seamless tracking and training process.
 - Text-to-give - each participating organization has its own text code. The organization can encourage donations during intermission or curtain speeches and donors can easily make the gift using their smart phone.
 - Crowdfunding/peer-to-peer fundraising - the online platform offers crowdfunding to raise funds for specific projects and peer-to-peer fundraising options to encourage social fundraising through committees and volunteers.

CONTRIBUTOR BENEFITS

Orlando Arts Magazine (OAM)

- *Orlando Arts Magazine* is United Arts' bi-monthly magazine, produced in partnership with Visit Orlando Inc. The magazine covers area arts and culture happenings and includes a cultural calendar. The magazine has a pass-on rate of 75,000. It is a donor premium for all contributions of \$50 or more. Annual pass-on readership is 450,000.
- OAM prints the annual cultural Summer Camp Guide in the March/April issue and the Season Preview issue in September/October issue.
- OAM has partnered with Orlando International Airport and Visit Orlando Inc. to distribute 25,000 rack cards quarterly to the visitors' information centers at the airport, surrounding hotels, and arriving international visitors. The card provides Central Florida cultural highlights for a three-month time period and points viewers to the OrlandoAtPlay.com events website for more events. Annual impressions are 100,000.

United ArtsCard

- The *United ArtsCard* is a donor premium for United Arts donors of \$100 or more. The card provides the bearer with 2-for-1 or discounted ticket opportunities at a variety of local arts and cultural happenings or a 15% discount to a variety of cultural organizations. Discounted tickets opportunities encourage donors to try a variety of cultural events and expand their cultural repertoire. Over 2,200 cards are distributed annually.

GRANTS

Operating Support Grants (OS)

- The OS grant process includes a comprehensive evaluation that provides accountability as well as recommendations for strengthening the organizations. Organizations can apply in one of three budget-size categories. Each organization is assessed on artistic merit, management and fiscal responsibility and service to the community by a "citizen's review panel" of individuals with expertise in these areas. Over \$1.4 million in OS grants are awarded annually.

Mini-Grants

- Small grants of up to \$2,500, Mini Grants are open to nonprofit organizations with operating budgets under \$25,000 or who do not provide a full year of programming, such as festivals. This program encourages a diverse palate of programming to reflect the diversity of residents in the Central Florida region.

Arts Learning Grants

- Small grants of up to \$2,500, Arts Engagement Grants are open to nonprofit organizations and teaching artists to create or expand arts education programming outside of a school atmosphere to Orange County residents of all ages and demographics. This opportunity is geared toward reaching audiences that would not normally receive arts education services, such as seniors and populations with limited access to such services. Current program funding is donor designated to serve Orange County residents. United Arts actively seeks support to provide arts learning services in all four counties we serve.

ARTS EDUCATION

In-School Arts Education Services

- United Arts School-Age Programs - School-aged arts education programs that correlate to Sunshine State Standards and become an essential part of the school curriculum. Orange County Public Schools 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 for weeks in advance for what they will see and hear. Last year, the \$454,656 contract provided 103,740 student experiences at a cost of \$4.38 per experience. Other services include in-school assemblies, hands-on workshops, and field trips to theaters and museums – in every genre from history, science, visual art, dance, music, and theater.

- United Arts also works with local corporations, governments and school boards to provide grant funding for arts education. In FY16, United Arts received arts education funding for the fourth year from the State of Florida to encourage arts education programming. These dollars provided opportunities for Orange County students as well as funding for 12,262 Osceola County students to experience Orange County's Orlando Philharmonic Orchestra and Bach Festival Society, among others.

Principals Appreciation Breakfast

- This annual event brings together 250 principals and community leaders to celebrate the arts in Orange County Public Schools and educate new teachers and administrators on the programming available and the importance of arts education experiences. Principals share stories and program ideas on the impact the arts have on their students in terms of performance in school, graduation rates and the number of students who continue on to college level studies. In FY16, the event was again held at the Dr. Phillips Center for the Performing Arts and the Second Annual Arts Principal's Awards were held to honor the elementary, middle and high school principal who support and promote arts education and arts participation in their schools. Winning principals each received arts supplies courtesy of Crayola and \$1,000 for additional art supplies for their schools.

Arts Education Event Website

- United Arts' Arts Education website, UAArtsEd.com 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

- **Events Website** – OrlandoAtPlay.com serves Central Florida and showcases arts and cultural events and experiences throughout the seven-county region. The platform provides the capability to screen content by location and share content via an RSS feed. Weekly newsletters go out to over subscribers (currently over 6,700) highlighting weekly offerings and discounted events. Due to United Arts' active marketing campaign, the site attracts visitors from all over the world and enjoys a user demographic that spans all age ranges. From metro buses emblazoned with the OrlandoAtPlay.com logo to ads in local magazines and playbills to national and international TripAdvisor internet advertising campaigns, OrlandoAtPlay.com trumpets to the world the rich cultural offerings

that are available to experience. There are as many as 1,100 events available on the site at any one time and over 107,000 users explored the site in FY16.

- **Technical Assistance Workshops** – United Arts hosts grant workshops for potential and current applicants of our grant programs, information sessions on State of Florida grants programs, capacity building opportunities in development and marketing, and training sessions on MobileCause (a web based fundraising site) and the events website. We host community talk backs and town meetings and workshops on issues that impact the region's arts and cultural community.
- **Grants Management Services** – provide grants management services including assistance with developing grant guidelines and applications, 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 for Orange County Arts & Cultural Affairs.
- **Economic Impact Research** – partner with Americans for the Arts on *Arts & Economic Prosperity (AEP)*, a national study which reports on the impact that arts and culture have on our local and national economy. The comprehensive study demonstrates that nonprofit arts and culture is a \$264 million industry in the Central Florida Region supporting 8,966 full-time equivalent jobs; 74.8% of those jobs are in Orange County (6,703) representing 68.6% in total spending (\$181 million). Information on the study results is available on the United Arts website. United Arts has partnered with Americans for the Arts for the next update of this report—Arts & Economic Prosperity V. Data collection will continue throughout 2016 and the report will be released in 2017.
- **Creative Industries Report** – Partnered with Americans for the Arts to expand the AEP study for the Central Florida region to include the for-profit creative industries. The Creative Industries Report includes nonprofit museums, symphonies and theaters, as well as for-profit film, architecture and advertising firms, and, unique to this area, the large number of artists employed in the theme parks in creative jobs. Orange County represents 77% of the region's creative industry, with 26,792 jobs and 3,993 related companies. Central Florida/Orlando Region boasts 7,042 arts related businesses employing 34,711 people.
- **Community Leader Engagement** – Contributors to United Arts at the \$100,000 and higher level may designate a representative to serve on the United Arts Board of Directors. The inclusion of our major supporters on the Board of Directors fosters greater understanding of and involvement in the direction of the organization. United Arts continues to engage community leaders in its work on committees, task forces, strategic planning, and grants review panels, as well as participate with area partners on their panels, events, study groups, and related cultural collaborations. Monthly meetings are held with cultural providers, and periodically with area leaders to discuss industry-related concerns.

- In FY15, United Arts received a one-time \$200,000 sponsorship from Walt Disney World Resorts to send all Orange County eighth graders-more than 13,000 students-to a special performance of Orlando Repertory Theatre's production of *The Mostly True Adventures of Homer P. Figg* at a specially staged performance at the Dr. Phillips Center for the Performing Arts.

Arts Education Event Website

- The United Arts' Arts Education website, UAArtsEd.com 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, and 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

- **Technical Assistance Workshops** - United Arts hosts grant workshops for potential and current applicants of our grant programs, information sessions on State of Florida grants programs, capacity building opportunities in development and marketing, and training sessions on power2give (a web based fundraising site) and the events website. We host community talk backs and town meetings and workshops on issues that impact the region's arts and cultural community and partner with the Central Florida Foundation to present the State of the Arts address.
- **Community Database** - a cooperative database of cultural patron addresses that helps arts and cultural organizations understand aggregate behaviors of patrons, members and donors. It also serves as a tool for participating organizations to simplify mailing list creation, clean and share lists, and grow their audience base.
- **Grants Management Services** - provide grants management services including assistance with developing grant guidelines and applications, grant application review and the management of approved grants, including reporting review and funds dissemination.
- **Economic Impact Research** - partner with Americans for the Arts on *Arts & Economic Prosperity (AEP)*, a national study which reports on the impact that arts and culture have on our local and national economy. The comprehensive study demonstrates that nonprofit arts and culture is a \$264 million industry in the Central Florida Region supporting 8,966 full-time equivalent jobs; 74.8% of those jobs are in Orange County (6,703) representing 68.6% in total spending (\$181 million). Information on the study results is available on the United Arts website. United Arts will partner with Americans for the Arts for the next update of this report *Arts & Economic Prosperity V*, due to begin in the coming year.
- **Creative Industries Report** - Partnered with Americans for the Arts to expand the

AEP study for the Central Florida region to include the for-profit creative industries. The Creative Industries Report includes nonprofit museums, symphonies and theaters, as well as for-profit film, architecture and advertising firms, and, unique to this area, the large number of artists employed in the theme parks in creative jobs. Orange County represents 77% of the region's creative industry, with 26,792 jobs and 3,993 related companies. Central Florida/Orlando Region boasts 7,042 arts related businesses employing 34,711 people. The next largest in the area, Seminole County, has 1,760 arts-related businesses that employ 5,065 people.

- **Community Leader Engagement** - Contributors to United Arts at the \$100,000 and higher level may designate a representative to serve on the United Arts Board of Directors. The inclusion of our major supporters on the Board of Directors fosters greater understanding of and involvement in the direction of the organization. United Arts continues to engage community leaders in its work on committees, task forces, strategic planning, and grants review panels, as well as participate with area partners on their panels, events, study groups, and related cultural collaborations. Monthly meetings are held with cultural providers, and periodically with area leaders to discuss industry-related concerns.