



Interoffice Memorandum

September 29, 2017

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

FROM: Terry Olson, Administrator
Arts and Cultural Affairs Office
407-836-5540

A handwritten signature in black ink, appearing to read "Terry Olson", is written over the "FROM:" line.

SUBJECT: Approval of Contract #Y18-136,
with United Arts of Central Florida, Inc.
Consent Agenda Item – Oct. 17, 2017

On May 23, 2017, 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, Inc. and its various arts programs. Funding for these preliminary recommendations is included in the adopted FY2018 budget that was approved on September 21, 2017.

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

ACTION REQUESTED:

Approval of Contract #Y18-136 Orange County, Florida and United Arts of Central Florida, Inc. in the amount of \$723,665 for fiscal year 2017-2018 from the General Fund.

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



CERTIFICATE OF LIABILITY INSURANCE

OP ID: BF

DATE (MM/DD/YYYY)

08/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hatcher Insurance, Inc. P.O. Box 540689 Orlando, FL 32854-0689 Hatcher Insurance, Inc.		CONTACT NAME: Bette M. Flanagan, AAI, AIAM PHONE (A/C, No, Ext): 407-841-2686 FAX (A/C, No): E-MAIL ADDRESS: bflanagan@hatcherins.com PRODUCER CUSTOMER ID #: UNITART	
INSURED United Arts of Central Florida Inc. 2450 Maitland Ctr.Pkwy Ste.201 Maitland, FL 32751-4140		INSURER(S) AFFORDING COVERAGE INSURER A: Foremost P&C Insurance Co. INSURER B: Scottsdale Indemnity Company INSURER C: Travelers Cas and Sur of Am. INSURER D: RetailFirst Insurance Co. INSURER E: INSURER F:	
		NAIC # 36161	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	PPS00723108	12/19/2016	12/19/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	PPS00723108 PPS00723108	12/19/2016 12/19/2016	12/19/2017 12/19/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	PPS00723108	12/19/2016	12/19/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A		0520-45691-0	10/01/2017	10/01/2018	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Directors & Office		EKI3204693	12/19/2016	12/19/2017	1,000,000
C	Crime		105783065	06/01/2017	06/01/2018	2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is included as Additional Insured regarding General Liability. Liability is limited to loss or damage arising out of negligent acts of the insured.
REF: 191452

CERTIFICATE HOLDER**CANCELLATION**

ORCOBOA

Orange County Board of County Commissioners
c/o Certfocus
PO Box 140528
Kansas City, MO 64114

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CONTRACT # Y18-136

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

THIS CONTRACT is entered into this 1st day of October 2017 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 TWENTY THREE THOUSAND SIX HUNDRED SIXTY FIVE DOLLARS (\$723,665), 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 TWENTY THREE THOUSAND SIX HUNDRED SIXTY FIVE DOLLARS (\$723,665) 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, 2017 through September 30, 2018, 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

- I. 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, CPM
Procurement Division/Administrator

10-23-17
DATE

UNITED ARTS OF CENTRAL FLORIDA INC.

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

9-27-17
DATE

ATTACHMENT A
Y18-136
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

Y18-136

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 with its Large-budget Operating Support grantees to raise funds and awareness collectively in support of art, science and history.
- During the Collaborative Campaign, designated gifts to participating organizations are incentivized with a 15% match by United Arts.
- United Arts works closely with the 18 participating cultural partner organizations to assist them in reaching their personal campaign fundraising goals.
- In FY17, \$2,088,344 was raised during the Collaborative Campaign.

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 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.
- Workplace giving sites range from single to multi-site locations and include corporate and government employers with options for giving through payroll deduction, as facilitated by participating companies.

- Workplace campaigns may be combined with other fundraising entities to offer giving choices to employees, and as a convenience for employers.

Text-to-Give/Peer-to-Peer fundraising

- United Arts subscribes to Mobile Cause to provide group access to progressive fundraising tools for our grantees and Collaborative Campaign partners. MobilCause offers text-to-give fundraising tools, which are perfect for performance-based organizations that are in an ideal position to encourage audience members, before they turn off their phones or during intermission, to make a donation by texting to the code they provide.

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 print run of 20,000 and 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 partners 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 as well as 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 2,000 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 applicant 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. \$30,000 in Mini Grants were awarded in FY17.

Arts Learning Grants

- Small grants of up to \$2,500, Arts Engagement Grants are open to established 501(c)3 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 traditional programming. 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. \$22,000 in Arts Learning grants were awarded in FY17.

Diversity Grants

- Small grants of up to \$4,000. Diversity Grants are open to established 501(c)3 organizations located in and providing programming in the four-county region. This opportunity is geared toward incentivizing the creation of arts and cultural programming that will appeal to a wide range of ethnically and racially diverse audiences. The ultimate goal is to increase attendance, participation and involvement in arts and culture by all aspects of Central Florida's diverse communities. \$45,000 in Diversity Grants were awarded in FY17.

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 weeks in advance for what they will see and hear. 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. Last year, the \$454,656 contract provided over 94,426 student experiences at a cost of \$4.81 per experience.
- Since 2013, with funding from Osceola School District and the State of Florida Division of Cultural Affairs, United Arts has ensured that all Osceola 5th graders go to the Young People's Concerts with Orlando Philharmonic, and a variety of in-school arts programs reach elementary, middle and high schools. Last year, these programs provided 11,816 Osceola County student experiences.
- In school year 2016-2017, funding from Dr. Phillips Charities, Osceola County commissioners, Osceola School District and Tupperware Brands infused arts programming into Osceola schools, reaching every school in the county. Programs included VPK strings, 2nd grade - Osceola "Arts Behind the Scenes" field trip, 3rd grade - Orlando Ballet, an expansion of the 5th grade Young People's Concerts to include charter schools, 8th grade - "The Giver" by Orlando Repertory Theatre,

middle school - after-school Reader's Theater, and an expansion of the high school stART Summer Arts Intensive. An additional 10,616 students were exposed to a broad array of arts and cultural experiences through this grant.

- United Arts also works with local corporations and governments to provide grant funding for arts education. In FY17, United Arts received arts education funding for the fifth year from the State of Florida to encourage arts education programming. These dollars provided opportunities for 1,066 Orange County students, 2,099 Lake County students, 1,490 Seminole County students, and 2,287 Osceola County students.

Principals Appreciation Breakfast

- The 11th annual breakfast brought together over 300 principals and community leaders to celebrate the arts in Orange County Public Schools and educate new teachers and administrators on available programming and the importance of arts education experiences. Principals shared 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 FY17, the event was again held at the Dr. Phillips Center for the Performing Arts and the Third Annual Arts Principal 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 Sam Flax 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.

Career Pathways to Creative Sector Jobs

- Career Pathways to Creative Sector Jobs is a career-training program designed to prepare youth for back-of-house arts and entertainment jobs at area theme parks and cultural institutions. Funded through a grant from JPMorgan Chase (2014), United Arts coordinated efforts with Evans High School, Orange County Public Schools, University of Central Florida (UCF), Valencia College, and Children's Home Society of Florida to implement this pilot program at Evans High School. Through this program, students are able to earn a vocational certificate upon graduation or continue on to receive a two-year degree from Valencia or a four-year degree from the University of Central Florida, depending on the level of complexity they wish to pursue. Curriculum in this program is designed specifically to reflect the job skills needed for employment in the arts and entertainment industry.
- In 2016, United Arts received a second grant from JPMorgan Chase to replicate this program in Osceola County, at the new STEAM High School (Science, Technology, Engineering, Arts & Math) that will open in 2018.

ADDITIONAL SERVICES

- **Events Website** – OrlandoAtPlay.com serves Central Florida and showcases arts and cultural events and experiences available 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 7,200) highlighting special offerings and discounted events for the week. 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 digital advertising campaigns, OrlandoAtPlay.com trumpets to the world the diverse cultural offerings that are available in the Central Florida region. There are as many as 1,100 events available on the site at any one time and over 162,000 users viewed over 483,000 pages of events on the site in FY17.
- **Technical Assistance Workshops** – United Arts hosts grant workshops for potential and current applicants of United Arts grant programs and Orange County TDT grant programs, information sessions on State of Florida grants programs, capacity-building opportunities in fundraising and marketing, the OrlandoAtPlay.com events website, and training sessions on Mobile Cause's text-to-give platform, a United Arts sponsored fundraising tool. We host community talk backs, 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. In FY16, United Arts held a 6-workshop series focused on *Marketing to Diverse Audiences* with sessions dedicated to Hispanic, African-American, Asian and Caribbean cultures and how they communicate and share information and followed it up in FY17 with grant funding for diverse programming so attendees could put what they learned into practice.
- **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. In FY17, United Arts managed over \$4.0 million in funding awarded to 41 organizations.
- **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 published in 2017 demonstrates that nonprofit arts and culture is a \$400 million industry in the Central Florida Region supporting 13,764 full-time equivalent jobs; 70.0% of those jobs are in Orange County (9,630) representing 66.2% in total spending (\$265 million). Information on the study results is available on the United Arts website.
- **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 lead