




Interoffice Memorandum

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
OCT 20 2015 *JKBS*

September 22, 2015

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

FROM: Terry Olson, 407-836-5546
Arts and Cultural Affairs Administrator 

SUBJECT: Approval of Contract Y16-2055 with United Arts of Central
Florida
Consent Agenda Item – October 20, 2015

On June 30, 2015, the Arts and Cultural Affairs Advisory Council presented its recommendations to the Board of County Commissioners for the allocation of the Tourist Development Tax (TDT) to the various Arts Programs. These preliminary recommendations were included in the proposed FY2016 budget that was approved on September 17, 2015.

The purpose of these recommendations is to provide funding for the promotion of various arts organizations which will attract cultural tourists to Orange County and to strengthen the community's cultural infrastructure. The contract amounts have been updated based on latest calculations of estimated TDT collections for the year.

ACTION REQUESTED: **Approval of Contract # Y16-2055 Orange County, Florida and United Arts of Central Florida, Inc. Management/Fiscal Agency Agreement for Orange County Arts and Cultural Affairs Tourist Development Tax (TDT) Revenue – Arts and Cultural Program Funding in the amount of \$4,946,431.**

Cc: Ajit Lalchandani, County Administrator
Eric Gassman, Chief Accountability Officer

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
OCT 20 2015 JK/BS

CONTRACT # Y16- 2055

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

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

THIS CONTRACT is entered into this 1st day of October 2015 by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, whose address is 201 S. Rosalind Avenue, Orlando, Florida 32801, hereinafter referred to as the "COUNTY", and **UNITED ARTS OF CENTRAL FLORIDA, INC.**, a nonprofit corporation under the laws of the State of Florida, 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 Attachment A, which is hereby incorporated by reference and made a part of this Contract.
2. The AGENCY shall notify the COUNTY, in writing, if sufficient staff, facilities, and equipment necessary to deliver the agreed upon services cannot be maintained. Failure to notify the COUNTY of any such deficiencies or to adequately provide the services described above, may be considered to be a breach of this Contract and may constitute grounds for termination under Article III.
3. The AGENCY shall use its best efforts to obtain all supplies and services for use in the performance of this Contract at the lowest practicable cost.

ARTICLE II
PAYMENTS

1. The COUNTY shall pay to the AGENCY an amount not-to-exceed three percent of the first four cents of the Tourist Development Tax revenues plus any funds remaining unobligated from previous collections and interest on any of those funds allocated for Cultural Tourism, which is funded by the Tourist Development Tax, hereinafter referred to as "TDT" as outlined in Attachment A, for the following services:
 - a) The AGENCY will provide for the distribution of funds for recipients of Orange County Arts & Cultural Affairs 2015/2016 Cultural Tourism Program funding in the amount of TWO MILLION ONE HUNDRED SEVENTY THREE THOUSAND SEVEN HUNDRED THREE DOLLARS (\$2,173,703.00) and Cultural Facilities Program Funding in the amount of ONE MILLION EIGHT HUNDRED THOUSAND (\$1,800,000.00), not to exceed THREE MILLION NINE HUNDRED SEVENTY

THREE THOUSAND SEVEN HUNDRED THREE DOLLARS (\$3,973,703.00) as approved by the Board of County Commissioners; and

- b) Supplement to the Orange County General Fund support of United Arts' operational grants programs (Contract Y15-2056) in the amount of FIVE HUNDRED THIRTY TWO THOUSAND FOUR HUNDRED THIRTY ONE DOLLARS (\$532,431.00) to eligible arts or cultural organizations for programming expenses consistent with the enabling legislation on the uses of TDT funding, according to Chapter 125, Florida Statutes.
 - c) Fees for Management/Fiscal Services, as described in Attachment A hereto, shall be based on a fee for those programs funded by the Arts and Cultural Affairs Cultural Tourism Program Fund, as identified in this subparagraph 1a, above, and will be paid at the rate of eight percent (8%) of the first two million dollars (\$2,000,000.00) in TDT funds awarded and a fee of five percent (5%) of all funds awarded in excess of two million dollars (\$2,000,000.00), not to exceed ONE HUNDRED NINETY NINE THOUSAND DOLLARS (\$199,000.00).
 - d) The AGENCY will provide for the disbursement of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for community-wide marketing.
 - e) The AGENCY will provide for the disbursement of ONE HUNDRED FORTY ONE THOUSAND TWO HUNDRED NINTEY SEVEN DOLLARS (\$141,297.00) for the Blockbuster Funding Program.
 - f) The total amounts listed in this paragraph 1 shall not exceed the sum of three percent of the first four cents of the TDT collections plus remaining unobligated funds from previous collections and interest on any of those funds allocated for Cultural Tourism, which is an amount not to exceed FOUR MILLION NINE HUNDRED FORTY SIX THOUSAND FOUR HUNDRED THIRTY ONE DOLLARS (\$4,946,431.00).
2. The COUNTY will make payments to the AGENCY as described in Attachment A in accordance with the Florida Prompt Payment Act, codified at Sections 218.70 through 218.80, Florida Statutes. The first payment will be made after such time as this Contract has been duly executed and a Purchase Order has been processed.
3. TRUTH IN NEGOTIATION CERTIFICATE ("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, 2015 through May 31, 2018, contingent upon appropriation of funds in subsequent budget years 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 768.28, Florida Statutes. In the event the AGENCY is a state department or division or a political subdivision of the State of Florida indemnification shall follow the provisions of Section 768.28, Florida Statutes.
2. **Insurance**
 - a. The AGENCY agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the COUNTY'S review or acceptance of insurance maintained by AGENCY is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the AGENCY under this Contract.
 - 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 Insured's. 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 Statutes, 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 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 required 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. If applicable, the COUNTY may request and the AGENCY shall provide its original records or records in the native format to the COUNTY.
6. If applicable, the COUNTY may request and the AGENCY shall provide an AGENCY staff member or AGENCY business record custodian, to be present during the 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 recipients.

ARTICLE VIII AUDIT

1. The Orange County Comptroller (Comptroller or designee) shall have the right to audit all the AGENCY'S records to audit the funds disbursed under this Contract to ensure the AGENCY'S compliance with the terms, conditions and obligations of this Contract. The Comptroller shall have full access to all AGENCY records, documents and information, whether on paper or electronic media necessary to perform this audit.
2. The AGENCY shall establish and maintain a reasonable accounting system, which enables ready identification of AGENCY'S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after the date on which the Contract ends. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the AGENCY or its sub-consultants as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the AGENCY'S place of business. This right to audit shall include the AGENCY'S sub-consultants used to procure goods or services under the contract with the COUNTY. The AGENCY shall ensure the COUNTY has these same rights with sub-consultant(s) and suppliers.
3. The COUNTY shall have all legal and equitable remedies available to it including, but not limited to, injunctive relief, the right to terminate contribution payments; payment of restitution for any funds utilized by the AGENCY in a manner which is not in conformance with the terms of this Contract.

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.

1. The AGENCY shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) in regards to persons served.
2. 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.
3. The AGENCY shall comply with Section 504 of the Rehabilitation Act of 1973, in regards to employees or applicants for employment and clients served.
4. 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, State, and local laws, rules and regulations, except on written consent of the recipient, his or her attorney, or his/her responsible parent or guardian, and the COUNTY.
2. In the course and scope of performing services under this Contract, the AGENCY may receive, be exposed to or acquire confidential information including, but not limited to, all information, data, reports, records, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in any computer database or computer readable form, as well as any information identified as confidential ("Confidential Information") of another Party. The AGENCY, including their employees, agents or representatives, shall: (A) not disclose to any third party the Confidential Information of the other Party except as otherwise permitted by this Contract; and (B) only permit use of such Confidential

Information by employees, agents and representatives that have a need to know in connection with performance of services under this Contract; and (C) advise each of their employees, agents and representatives of their obligations to keep such Confidential Information confidential. However, on a case by case basis, in accordance with Florida law, this provision may not be applicable to Confidential Information: (A) after such information becomes available to the public through no fault of any Party to this Contract; or (B) which may have been later lawfully publicly released by any Party in writing; or (C) which is lawfully obtained from third parties without restriction or (D) which can be shown to be previously known or developed by either AGENCY independently of any other AGENCY.

ARTICLE XI OTHER CONDITIONS

1. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by parties and attached to the original of this Agreement. The Parties agree to re-negotiate this Agreement if revision of any applicable laws or regulations makes changes in this Agreement necessary.
2. This Agreement contains all of the terms and conditions agreed upon by the Parties. All items incorporated by reference are physically attached hereto. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the Parties hereto.
3. The AGENCY shall obtain and possess throughout the term of this Agreement all licenses and permits applicable to its operations under Federal, State and local laws and shall comply with all fire, health and other applicable regulatory codes.
4. The name and address of the official payee to whom the COUNTY shall issue the checks shall be UNITED ARTS OF CENTRAL FLORIDA, Inc. whose mailing address is: 2450 Maitland Center Parkway, Suite 201, Maitland, Florida, 32751.
5. The AGENCY agrees to comply with all applicable requirements and guidelines prescribed by the COUNTY for recipients of funds.
6. The AGENCY agrees to cooperate with the COUNTY in an annual review to ensure that all applicable COUNTY guidelines and requirements for fund recipients are being complied with.
7. The AGENCY shall recognize Orange County in its printed promotional materials. This recognition shall include the logo of the COUNTY in those materials in which all other Trustees' logos are listed. Additionally, the AGENCY shall work with Orange County to create separate and unique opportunities for display of the COUNTY'S logo. The COUNTY shall be listed with all other Trustees in the AGENCY'S stationary. Documentation of this recognition is to be submitted to the COUNTY upon request. The COUNTY shall provide a camera-ready logo selection sheet or digital file of the appropriate logo(s).

8. Should the AGENCY provide any or all the COUNTY'S funds to sub-recipients, the AGENCY shall include in written Agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the COUNTY to the same extent as those of the AGENCY.

9. All reasonable efforts should be made by the AGENCY to ensure the maximum allocation of grant funds is made to support arts organizations and shall ensure a minimum of these grant funds will be used for general administrative overhead costs of the AGENCY.

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 Woodall
for Johnny Richardson, CPPO, CACM
Manager, Procurement

10-31-15 **Carrie Woodall MPA, CFCM, CPPO, C.P.M.**
Procurement Division Administrator
DATE

UNITED ARTS OF CENTRAL FLORIDA, INC.

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

10-7-15
DATE

ATTACHMENT A

Y16-

SCOPE OF SERVICES

The AGENCY will hold Tourist Development Tax (TDT) funds for COUNTY approved arts and cultural program recipients in a separate interest-bearing account, disburse TDT Arts & Cultural funding in the amounts shown in Article II, Payments, and will be paid grants management/fiscal agent services fees thereon at the rate of eight percent (8%) for the first Two Million Dollars (\$2,000,000.00) of those funds and five percent (5%) for all funds in excess of Two Million Dollars (\$2,000,000.00) not to exceed ONE HUNDRED NINETY NINE THOUSAND DOLLARS (\$199,000.00) to:

- a) Contract arts and cultural organizations to execute Cultural Tourism Funding projects for which they have applied and for which they have been approved by the Board of County Commissioners;
- b) Contract arts and cultural organizations to execute Cultural Facilities Funding projects for which they have applied and for which they have been approved by the Board of County Commissioners;
- c) Provide collaborative marketing programs, including OrlandoAtPlay.com;
- d) Contract with an eligible arts or cultural organization to provide for programming expenses;
- e) Assure compliance with regard to the Orange County Arts & Cultural Affairs Council's awards for approved projects consistent with the guidelines of the Cultural Tourism Funding and Cultural Facilities Funding;
- f) Disburse funding for awarded projects on a schedule related to compliance and milestones of the projects;
- g) Attend meetings of the office of Arts & Cultural Affairs, Advisory Council, Funding & Standards Committee, and events related to the business of those offices and committees;
- h) Assist with program development, guidelines, application, panel review process, committee work, communication, workshops, and research related to Arts & Cultural Affairs Cultural Tourism and Cultural Facilities Funding;
- i) Provide access to or data from the historical financial and service statistics of the United Arts-funded arts and cultural institutions;
- j) Disbursement schedule:
 - 1) Program Funding Recipients.
 - a. Cultural Tourism and Cultural Facilities Funding:
 - 1. Funds required for recipients of 2015-16 Cultural Tourism & Cultural Facilities Funding will be invoiced in advance by the AGENCY within five days of the

Board of County Commissioners' approval of funding and in advance of the disbursements to CULTURAL PROVIDERS. Funding will be invoiced at 50% upon funding approval and the second 50% based on the anticipated disbursements during that funding cycle.

b. Arts and Cultural Marketing and Programming:

1. One Hundred Thousand Dollars (\$100,000.00) arts and cultural marketing programming to be invoiced by the AGENCY within five days of the Board of County Commissioners' approval of funding and in advance of the disbursement of funds. Funding will be invoiced at 50% upon funding approval and the second 50% based on the anticipated disbursements during that funding cycle.

c. General Fund Supplement

1. Five Hundred Thirty Two Thousand Four Hundred Thirty One Dollars (\$532,431.00) supplement to the Orange County General Fund support to be invoiced by the AGENCY within five days of the Board of County Commissioners' approval of funding and in advance of the disbursement of funds. Funding will be invoiced at 50% upon funding approval and the second 50% based on the anticipated disbursements during that funding cycle.

d. Blockbuster Fund

1. One Hundred Forty One Thousand Two Hundred Ninety Seven Dollars (\$141,297.00) for Blockbuster Funding Program to be invoiced by the AGENCY within five days of the Board of County Commissioners' approval of funding and in advance of the disbursement of funds.

- 2) AGENCY Service Fees. Eight percent (8%) on the first Two Million Dollars (\$2,000,000.00) of funding and Five Percent (5%) on funding in excess of Two Million Dollars (\$2,000,000.00) as fee for services, based on the total amount of Cultural Tourism Funding and Cultural Facilities Funding, not to exceed ONE HUNDRED NINETY NINE THOUSAND DOLLARS (\$199,000.00), shall be paid to the AGENCY at the following schedule:

- a. Fifty percent (50%) upon invoice and upon the approval of the respective program's funding;
- b. Forty percent (40%) upon invoice and no sooner than four (4) months after the approval of the program's funding;
- c. Ten percent (10%) upon invoice and upon conclusion of all disbursements to the Cultural Providers for the program funding; and

- k) All reports and notices shall be given to Mr. Terry Olson, Arts & Cultural Affairs Administrator and the Office of Management and Budget (OMB). The mailing address for both Arts & Cultural Affairs Office and the Office of Management and Budget is P.O. Box 1393, Orlando, FL 32802-1393. Additional communications may be made by phone (407) 836-5540, fax (407) 836-5554 and e-mail to Terry.Olson@ocfl.net.