

**LOCAL ARTS AGENCY
FUNDING AGREEMENT**

THIS AGREEMENT, made and entered into the 7 day of December, 2021 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (hereinafter the "County"), by and through Visit St. Pete/Clearwater (hereinafter “VSPC”) and Creative Pinellas Incorporated, a Florida not-for-profit corporation located at 12211 Walsingham Rd., Largo, FL 33778 (hereinafter "Creative Pinellas") (collectively, the "Parties").

W I T N E S S E T H:

WHEREAS, Creative Pinellas is operating as the designated Local Arts Agency independent of the County, as defined by the State Division of Cultural Affairs; and

WHEREAS, Creative Pinellas requires funding support to continue its mission of promoting the arts and cultural programs in Pinellas County, as well as promoting Pinellas County as an arts destination in accordance with Florida Statutes 125.0104; and

WHEREAS, the County desires to continue to provide support for the arts and cultural programs as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed by and between the County and Creative Pinellas as follows:

1. Purpose. The purpose of this Agreement is to provide funding for Creative Pinellas to accomplish the duties and responsibilities relating to the promotion of arts and cultural programs of Pinellas County as an arts and cultural destination.

2. Creative Pinellas Responsibilities and Obligations. Creative Pinellas shall support arts and cultural programs for the benefit of the citizens and tourists of Pinellas County, as follows:

(a) Operate as a not-for-profit organization serving as the Local Arts Agency, until another public or private organization is designated to serve in that capacity by the Pinellas County Board of County Commissioners ("Board").

(b) Perform the duties and responsibilities of the Local Arts Agency and the obligations herein.

(c) Continue to promote Pinellas County as an arts destination which shall include the Promotion Program described in Exhibit A attached hereto and made a part hereof.

(d) Funding herein shall be used for marketing, promotion, and activities that promote Pinellas County as an urban arts community and an arts and cultural destination, including but not limited to the following and other related operational expenses, in compliance with the limitations established in Section 4, herein.

- i. Provide grants and associated programs to support artists and arts organizations that serve to both promote the arts in the County and attract arts Tourists to same, offer new opportunities for arts engagement and expand the ability for the public, including Tourists, to participate in arts and arts related experiences.
- ii. Continue to assist County departments, in a consulting role, on developing and implementing a monitoring and maintenance plan for the County's public arts collection and to develop same with a focus on arts tourism .
- iii. Connect County departments with artists and arts organizations to implement graffiti abatement activities on County identified walls and other surfaces.
- iv. Initiate the early adapter and the full to the public launch and roll out of the "Arts Navigator," an online tool that provides users, including Tourists, with quality information about arts and cultural activities throughout Pinellas County, and staff accordingly.
- v. Develop marketing and promotional activities and programs that support artists and arts countywide to enhance the overall arts and cultural experience for Tourists, and staff accordingly.
- vi. Work closely with VSPC on up to two arts related promotional projects that engage artists/arts organizations with members of the tourism industry and further identify Pinellas County as an arts and cultural destination in both the arts and tourism communities, and for potential Tourists.
- vii. Continue educational, development, networking, gallery and online/digital exhibitions and other programs and opportunities.

3. County/VSPC Obligations and Responsibilities. The County shall provide the total sum of Nine Hundred Seventy-Eight Thousand Three Hundred Sixty Dollars (\$978,360.00) in monetary support for arts and cultural programs as follows:

(a) Provide funding from Pinellas County's Tourist Development Tax Fund in accordance with Florida Statute 125.0104 in the amount of Seven Hundred Ninety-Seven Thousand Three Hundred Sixty Dollars (\$797,360.00);

(b) Provide funding from Pinellas County's General Fund in the amount of One Hundred Forty-Five Thousand Dollars (\$145,000.00);

(c) Provide funding from Pinellas County's Transportation Trust Fund in the amount of Thirty-Six Thousand Dollars (\$36,000.00).

4. Funding. Funding shall be made available upon the receipt of an invoice from Creative Pinellas, due and payable no earlier than October 1, 2021. Creative Pinellas agrees to solely utilize County funding provided herein in accordance with statutorily authorized uses and further agrees to reimburse County for expenditures if utilized otherwise.

5. Term. The term of this Agreement shall commence on October 1, 2021, and shall remain in full force and effect through September 30, 2022, unless terminated as provided herein.

6. Amendment of the Agreement. This Agreement may be amended only by mutual written agreement of the parties.

7. Examination of Records. Creative Pinellas shall keep adequate records and supporting documentation applicable to this Agreement. Said records and documentation shall be retained for a minimum of three (3) years from the date this Agreement terminates. Should any question arise concerning this Agreement, the County and its authorized agents shall have the right to review, inspect and copy, or audit, all such records and documentation during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours and shall be at County expense.

8. Right to Audit. County reserves the right to have either a County department or a third party auditor in its sole discretion audit Creative Pinellas records as such records relate to this agreement. The County or its authorized representative shall have access to such records for audit purposes during

the term of this agreement and until thirty-six (36) months after the date of final payment of funding hereunder.

9. Notice. Each party hereby designates the person set forth below as its respective contact persons. The person designated herein shall be each party's prime contact person for coordinating activities related to this Agreement. Notices or reports shall be sent to the attention of each party's contact person by email or by U.S. mail, postage prepaid, to the Parties' addresses as set forth herein.

For the County/VSPC:
Steve Hayes, President & CEO
8200 Bryan Dairy Rd., Suite 200
Largo, FL 33777
SHayes@visitspc.com

For Creative Pinellas, Inc.:
Barbara St. Clair, CEO
12211 Walsingham Rd.
Largo, FL 33778
Barbara.StClair@creativepinellas.org

10. Termination.

(a) The County reserves the right to terminate this Agreement, without cause, by giving sixty (60) days advance written notice to Creative Pinellas of its election to terminate pursuant to this provision.

(b) The failure of either party to comply with any material provisions of this Agreement shall be considered a breach thereof, and shall be cause for immediate termination of the Agreement upon written notice to the defaulting party.

(c) Obligations under this Agreement are contingent upon the availability of funds. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Creative Pinellas in writing of such failure of appropriation, and upon such notice, this Agreement shall terminate without penalty to the County.

11. Liability and Indemnification.

(a) Neither the County nor Creative Pinellas shall make any express or implied agreements, guarantees or representations, or incur any debt, in the name of or on behalf of the other party. Neither the County nor Creative Pinellas shall be obligated by or have any liability under any agreements

or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Creative Pinellas of its business, whether caused by Creative Pinellas' negligence or willful action or failure to act.

(b) Creative Pinellas shall indemnify, pay the cost of defense, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including all costs of defense incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Creative Pinellas; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

12. Public Records. Creative Pinellas acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County Public Records Policies. Creative Pinellas agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws and regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, Creative Pinellas agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes and County policy for locating and producing public records during the term of this Agreement.

13. Certification. In executing this Agreement, I hereby certify that any and all funds provided herein shall be solely utilized in accordance with applicable statutory provisions and the terms herein and;

I further certify that any monies found to have been utilized otherwise will be cause for this Agreement to terminate and Creative Pinellas will be liable to remit those monies to the County.

14. Miscellaneous.

(a) Creative Pinellas shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, relative to performance under this Agreement.

(b) Neither party may assign or transfer its rights or obligations under this Agreement without prior written consent of the other party.

(c) Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

(d) In carrying out this Agreement, Creative Pinellas shall not exclude from participating in, deny benefits to, or otherwise discriminate against, any person because of race, color, religion, sex, national origin, family status or disability.

(e) This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements, communications, or representations, whether oral or written, with respect hereto.

(f) No alteration, change, modification, amendment or waiver to or of this Agreement shall be valid or binding unless in writing and signed by both Parties hereto.

(g) Nothing in this Agreement will be construed to create, or be implied to create, any relationship between the County and Creative Pinellas, or its contractors, subcontractors or suppliers, and at all times, Creative Pinellas is and shall remain an independent contractor and not an agent of the County.

(h) This Agreement shall be construed, interpreted and governed by the laws of the State of Florida and venue shall be in Pinellas County, Florida.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed
on the day and year first written above.

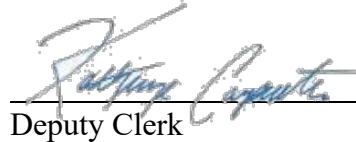
PINELLAS COUNTY, FLORIDA
By and through its
Board of County Commissioners


Chair

December 7, 2021

Date

ATTEST:
KEN BURKE


Deputy Clerk



CREATIVE PINELLAS INCORPORATED



David Warner, President

November 1, 2021

Date

APPROVED AS TO FORM

By: Michael A. Zas
Office of the County Attorney

Exhibit A
Promotion Program

1. Prepare and submit a monthly written report describing efforts to promote the County as a vibrant arts destination including documentation that establishes Creative Pinellas is providing the promotional benefits described in this Promotion Program. This report will be posted on VSPC's industry facing website along with other department reports.
2. Creative Pinellas will continue to host a pixel on its website (www.creativepinellas.org). The pixel will allow for improved digital retargeting and provide Creative Pinellas and VSPC with robust data.
3. Include VSPC logo on all marketing materials, unless as otherwise mutually determined by the Parties, via established guidelines, processes, etc.
4. Include VSPC's graphic depicting that Creative Pinellas is funded in part by VSPC on all signs designated for public art installations, unless as otherwise mutually determined by the Parties, via established guidelines, processes, etc.
5. Present program updates to the Tourist Development Council (will generally occur during January and June).
6. Continue to distribute Gulf to Bay Magazine, Beach & Culture Maps and other marketing materials as determined by VSPC in a branded display rack located in the public entrance/lobby or gallery reception area as depicted in Exhibit B (display rack provided by VSPC).
7. VSPC's graphic depicting that Creative Pinellas is funded in part by VSPC, along with link to VSPC homepage, shall be included on all email blasts to database and subscribers, and in the website footer at www.creativepinellas.org, unless as otherwise mutually determined by the Parties, via established guidelines, processes, etc.
8. Opportunity for VSPC to provide emails to Creative Pinellas for re-blast to its database (minimum of twice annually).
9. Opportunity for VSPC to address Creative Pinellas Board on an annual basis.
10. Opportunity for VSPC to use gallery space, as available, for special events, as mutually agreed upon by the Parties. Location of gallery space is denoted in Exhibit B.
11. Work cooperatively with VSPC through participation in a strategic plan process.
12. Work with VSPC and Pinellas County arts and cultural institutions to develop messaging and strategies for a marketing program that promotes arts and culture both locally and out-of-market and activities that demonstrate the opportunity and value of arts and culture to Pinellas County residents and institutions and to Pinellas County Tourists.

EXHIBIT B

Gulf Coast Museum Floor Plan

