

**LOCAL ARTS AGENCY
FUNDING AGREEMENT**

THIS AGREEMENT, made and entered into the _____ day of _____, 2024 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida ("County"), through Visit St. Pete-Clearwater (“VSPC”) and Creative Pinellas Incorporated, a Florida not-for-profit corporation located at 12211 Walsingham Rd., Largo, FL 33778 ("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 in Florida Statutes § 265.283 and recognized by the State Division of Cultural Affairs; and

WHEREAS, Creative Pinellas requires funding support to continue its mission of promoting arts and cultural programs in Pinellas County, as well as promoting Pinellas County as an arts and cultural tourism destination; and

WHEREAS, under Florida Statutes § 125.0104 and Pinellas County Code § 118-32, Tourist Development Tax funds can be used to promote and advertise tourism related to arts and culture; 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 below, the County and Creative Pinellas agree as follows:

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

2. Documents Comprising Agreement. This Agreement consists of this document and the following Exhibits, which are attached hereto and incorporated herein:

Exhibit A: Promotion Program

Exhibit B: Gulfcoast Museum Floorplan

In the event of a conflict between this document and the Exhibits, this agreement will supersede over the Exhibits, and the Exhibits will supersede over the succeeding Exhibits in their listed order.

3. Creative Pinellas Responsibilities and Obligations. Creative Pinellas will support arts and cultural programs for the benefit of the citizens and tourists of Pinellas County, and will maintain sufficient staff to perform the functions required herein, including the following:

- (a) Operate as a not-for-profit organization serving as the Local Arts Agency, with all associated duties and responsibilities, until another public or private organization is designated to serve in that capacity by the Pinellas County Board of County Commissioners ("Board").
- (b) Promote Pinellas County as an urban arts community and an arts and cultural destination, which will include the Promotion Program described in Exhibit A.
- (c) Develop and implement granting and support programs to artists and arts organizations that serve to both promote the arts in the County and enhance creative tourism opportunities, offer new opportunities for arts engagement and expand the ability for the public, including Tourists, to participate in arts and arts related experiences. Work to strengthen the identity of Pinellas County as an arts and cultural destination.
- (d) Continue to assist County departments, in a project management or consulting role, on developing and implementing:
 - Monitoring and maintenance plan for the County's public art collection
 - Safety enhancement projects through creative placemaking
 - Graffiti abatement activities on County identified County identified structures, signal boxes, bridges, pedestrian walkways, and other surfaces

- (e) Utilize the strength of Arts Coast Magazine to:
- Enhance visitor engagement with arts experiences and opportunities
 - Develop resources for the regional arts community
 - Showcase the exhibitions, performances, and activities of area artists and arts organizations
 - Develop cross-promotional opportunities between VSPC, tourism partners, Pinellas County arts and arts organizations, and Creative Pinellas
- (f) Work closely with VSPC to align with, and support, County creative tourism efforts through:
- Programs designed to connect artists and arts organizations with tourism and hospitality partners
 - Assistance in creating arts engagement and enhancement initiatives and programs for beach communities and municipalities
 - Identification and marketing of unique cultural opportunities throughout the county for visitors
 - Strategic use of resources, including tourism visitation data and Creative Pinellas facilities and personnel
- (g) Support the growth and professional development of the regional arts community through:
- Development, management, and promotion of gallery exhibitions for artists and performers
 - Educational workshops, programs, and/or classes for artists and arts organizations
 - Regional program collaborations and partnerships

- Resource development and promotion
- (h) Serve as the County partner on implementation and management of the Countywide Cultural Plan:
- Implement approved recommendations
 - Ensure sound fiscal oversight of County funding in support of arts and cultural initiatives
 - Regularly present to VSPC, municipalities, and BOCC progress of creative tourism programs and cultural plan recommendations
- (i) Support the wellbeing and quality of life for residents through:
- Partnerships between arts organizations, artists, and Pinellas County support organizations
 - Public art initiatives supporting resident education, wellbeing and quality of life
 - Funding youth arts programs
 - Arts and cultural programs for Pinellas County residents

4. County/VSPC Obligations and Responsibilities. The County will provide the total sum of One Million Fifty-Three Thousand Seven Hundred Fifty Dollars (\$1,053,750.00) in funding support for arts and cultural programs as follows:

- (a) Provide funding from Pinellas County's Tourist Development Tax to be utilized solely for marketing, promotion, and activities that promote Pinellas County as an arts and cultural tourist destination, in compliance with Florida Statutes § 125.0104 and Pinellas County Code § 118-32 (Tourist Development Plan), in the amount of Eight Hundred Sixty-One Thousand One Hundred Fifty Dollars (\$861,150.00);
- (b) Provide funding from Pinellas County's General Fund in the amount of One Hundred Fifty-Six Thousand Six Hundred Dollars (\$156,600.00);

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

5. Funding. Funding will be paid upon the receipt of a proper invoice from Creative Pinellas, due and payable no earlier than October 1, 2024. Creative Pinellas agrees to utilize County funding provided herein in accordance with applicable statutorily authorized uses for each funding source, and will, immediately upon discovery or notification of an unauthorized use, reimburse County all funds expended on unauthorized uses.

6. Term. The term of this Agreement begins on October 1, 2024, and will remain in full force and effect through September 30, 2025, unless terminated as provided herein.

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

8. Examination of Records & Right to Audit. Creative Pinellas will keep adequate records and supporting documentation applicable to this Agreement. Said records and documentation will be retained for a minimum of three (3) years from the date this Agreement terminates or three (3) years from the date of final payment of funding hereunder, whichever is later. The County reserves the right to have either a County employee or department or a third party auditor, in its sole discretion, review, inspect, copy, or audit Creative Pinellas records related to this agreement during the record retention period stated above; provided, however, such activity will be conducted only during normal business hours and at County expense.

9. Notice. Each party hereby designates the person set forth below as its respective contact person, who is that party's prime contact person for coordinating activities related to this Agreement. Notices or reports must be sent to the attention of each party's contact person by email or by U.S. mail to the Parties' addresses below.

For the County/VSPC:
Brian Lowack, President & CEO
8200 Bryan Dairy Rd., Suite 200
Largo, FL 33777
BLowack@VisitSPC.com

For Creative Pinellas, Inc.:
Margaret Murray, CEO
12211 Walsingham Rd.
Largo, FL 33778
Margaret.Murray@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 will be considered a breach thereof, and 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 will 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 will terminate without penalty to the County.

11. Liability and Indemnification.

- (a) Neither the County nor Creative Pinellas will 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 will be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County will 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, including but not limited to damages caused by Creative Pinellas' negligence or willful action or failure to act.

- (b) Creative Pinellas will 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 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. Miscellaneous.

- (a) Creative Pinellas will 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 will be construed to benefit any person or entity not a party to this Agreement.
- (d) In carrying out this Agreement, Creative Pinellas will not exclude from participating in, deny benefits to, or otherwise discriminate against, any person because of any protected class, including but not limited to 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 will be valid or binding unless in writing and signed by both Parties.
- (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 will remain an independent contractor and not an agent of the County.
- (h) This Agreement will be construed, interpreted and governed by the laws of the State of Florida and venue will be in Pinellas County, Florida.

[Intentionally left blank]

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

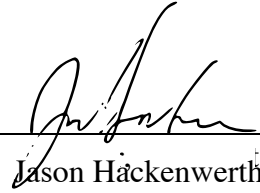
Chair

Date

ATTEST:
KEN BURKE

Deputy Clerk

CREATIVE PINELLAS INCORPORATED



Jason Hackenwerth, President

October 5 2024

Date

APPROVED AS TO FORM
By: Amanda S. Coffey
Office of the County Attorney

Exhibit A
Promotion Program

1. Present regular program updates at Tourist Development Council (“TDC”) meetings and submit a monthly written report describing efforts to promote the County as a vibrant arts and cultural destination including documentation that demonstrates 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. Promote the VSPC/Creative Pinellas partnership, displaying the VSPC logo and link in all instances possible, including but not limited to, marketing materials, website (creativepinellas.org or subsequently created/utilized URLs), email marketing blasts, signage, etc. Include the statement “funded in part by VSPC” or “funded in part by Visit St. Pete-Clearwater” in press releases and other long form media.
3. Find and create marketing opportunities at Creative Pinellas for VSPC to promote Pinellas County as a tourist destination in general and an arts and cultural destination in particular. This includes:
 - a. Creation of a “mini visitor center” in the gallery reception area of the Gulfcoast Museum, where VSPC can have branded displays and make materials available to guests such as Gulf to Bay Magazine, Beach & Culture Maps, and other printed marketing materials, video and/or interactive displays, or other innovations that support and expand tourist’s experiences. (Options for locations are depicted in Exhibit B).
 - b. The opportunity for VSPC to have representatives, materials or activities on site during certain high traffic community events such as Third Saturdays, Fresh Ink, African American Heritage Celebration, etc.
 - c. The opportunity to have Creative Pinellas participation and support, when resources are available, at arts related events and activities that VSPC is engaged in or supports.
 - d. Distribution at agreed upon intervals of co-sponsored email blasts to Creative Pinellas’ database and subscribers with VSPC initiated messaging, to share arts and arts adjacent information and to educate the Pinellas arts community about the exciting things VSPC is doing to support the arts.
4. Provide VSPC with opportunities to engage and connect with Creative Pinellas and the arts community, including, but not limited to, the opportunity for VSPC to:
 - a. Address the Creative Pinellas board.
 - b. Use the gallery space for special events (to be mutually agreed by both Parties).
 - c. Be featured or have programs/successes featured in articles and mentions in the Arts Coast Magazine and other Creative Pinellas digital materials.
 - d. Participate and/or be highlighted in Creative Pinellas sponsored events such as WE CONVENE and the other public forums.
5. Participate with VSPC on a monthly call(s) with VSPC’s UK and Central Europe marketing firms to increase awareness of Creative Pinellas (number of calls to be mutually determined).
6. 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, institutions and Tourists.

EXHIBIT B

Gulf Coast Museum Floor Plan

