

**LOCAL ARTS AGENCY
CULTURAL PLAN OVERSIGHT AGREEMENT**

THIS AGREEMENT, made and entered into the 10 day of June, 2024, by and between Pinellas County, a political subdivision of the State of Florida (hereinafter the "County"), 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, (2023); and

WHEREAS, the County and Creative Pinellas entered into an agreement on November 15, 2022, to provide funding in support of Creative Pinellas in meeting its mission; and

WHEREAS, Creative Pinellas requested additional funding in support of a temporary contract manager to oversee the development of the Countywide Cultural Plan on behalf of Creative Pinellas; and

WHEREAS, the County approved this expenditure with the Fiscal Year 2023 budget and the funding source was amended in Resolution No. 24-32, dated May 21, 2024.

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. The purpose of this Agreement is to provide funding for Creative Pinellas to oversee and manage the development of the Countywide Cultural Plan which will provide strategic direction relating to the promotion of arts and cultural programs of Pinellas County as an arts and cultural destination.

2. The term of this Agreement shall retroactively commence on May 1, 2023, and shall remain in full force and effect through December 31, 2024, unless otherwise terminated as provided herein.

3. The County agrees to pay Creative Pinellas up to the sum of Forty Thousand Dollars (\$40,000.00) for a temporary contract manager who will oversee and manage the development of the Countywide Cultural Plan on behalf of Creative Pinellas. The County shall pay the funding herein in accordance with the following:

A. The County shall pay the funding on a reimbursement basis upon submittal of required documentation to the County which shall include an original invoice attached to a copy of subcontractor invoices for which Creative Pinellas is seeking reimbursement at the address set out in Section 7. This agreement will be funded solely from the general fund dollars and will not include tourist development tax dollars.

B. Payment shall be made by the County to Creative Pinellas in accordance with §218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act."

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

5. 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.

6. 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.

7. 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:

Brian Lowack, President & CEO
8200 Bryan Dairy Rd., Suite 200
Largo, FL 33777
BLowack@pinellas.gov

For Creative Pinellas, Inc.:

Margaret Murray, CEO
12211 Walsingham Rd.
Largo, FL 33778
Margaret.Murray@creativepinellas.org

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

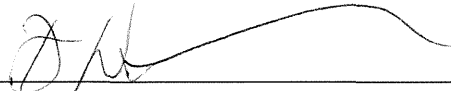
IN WITNESS WHEREOF, the Parties herein have executed this Agreement on the day and year first written above.

PINELLAS COUNTY, FLORIDA
By and through its County Administrator

A blue ink signature of Barry A. Burton, featuring a stylized 'B' and 'B' with a small circular emblem in the center.

Barry A. Burton

CREATIVE PINELLAS INCORPORATED

A black ink signature of David Warner, consisting of a large, flowing 'D' followed by 'W' and a long horizontal stroke.

David Warner, President

APPROVED AS TO FORM

By: Amanda S. Coffey
Office of the County Attorney