

**LOCAL ARTS AGENCY
FUNDING AGREEMENT**

THIS AGREEMENT, made and entered into the _____ day of _____, 2015 ("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 (VSPC) and Creative Pinellas, Inc., a Florida nonprofit corporation (hereinafter "Creative Pinellas") (collectively hereinafter 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 is in need of operational support to continue its mission,

WHEREAS, the County, through VSPC, desires to continue to provide support for 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.

(a) The purpose of this Agreement is to: (i) provide operational support for Creative Pinellas as the designated Local Arts Agency to accomplish the duties and responsibilities relating to arts and cultural programs in Pinellas County.

2. Creative Pinellas Responsibilities and Obligations. Creative Pinellas shall support arts and cultural programs for the benefit of the citizens 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) Maintain a link to VSPC consumer website at www.articulatesuncoast.com.

4. County/VSPC Obligations and Responsibilities. The County shall provide support for arts and cultural programs as follows:

(a) Provide funding from Tourist Development Taxes in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00), to be allocated toward the following budgeted salaries:

\$75,000 Executive Director

\$50,000 Director of Engagement

\$25,000 Administrative Specialist

(b) Provide funding from Pinellas County's General Fund in the amount of Fifty Thousand Dollars (\$50,000), to be allocated toward Community Engagement, Marketing, and Operational Expenses (non-personnel) in accordance with the Creative Pinellas FY2016 Budget attached hereto as Exhibit A.

(c) Host and maintain the Creative Pinellas website at www.articulatesuncoast.com and other electronic media platforms as determined by VSPC.

(d) Provide office and meeting space and related equipment and systems as requested by Creative Pinellas, and as determined appropriate by the County/VSPC until Creative Pinellas secures its own offices.

5. Funding. Funding shall be made available upon the receipt of an invoice from Creative Pinellas, due and payable no earlier than October 1, 2015.

6. Term. The term of this Agreement shall commence on October 1, 2015, and shall remain in full force and effect through September 30, 2016, unless terminated as provided herein.

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. 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 U.S. mail, postage prepaid, to the Parties' addresses as set forth herein.

For the County/VSPC:
David Downing
Executive Director
8200 Bryan Dairy Rd., Ste 200
Largo, FL 33777
david@visitspc.com

For Creative Pinellas, Inc.:
Robert Haas
Treasurer
362 Tall Oak Trail
Tarpon Springs, FL 34688
RHaas4@tampabay.rr.com

9. 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.

10. 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, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees 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.

(c) Creative Pinellas shall secure and maintain the insurance coverages as set out in Exhibit B attached hereto and incorporated herein by reference.

11. Public Records.

Creative Pinellas acknowledges that information and data relating to its services may be public records in accordance with Chapter 119, Florida Statutes. Creative Pinellas agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, retain, and transfer public records in accordance with applicable laws and regulations, including but not limited to the Sec. 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 for locating and producing public records during the term of this Agreement.

12. 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.

(Signature Page Follows)

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

CREATIVE PINELLAS, INC.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator

By: Robert T. Haas
Robert T. Haas, Treasurer

By: _____
Mark S. Woodard

APPROVED AS TO FORM
OFFICE OF THE COUNTY ATTORNEY

By: _____
Managing Assistant County Attorney