



Staff Report

File #: 19-1763A, **Version:** 1

Agenda Date: 11/12/2019

Subject:

Local Arts Funding Agreement with Creative Pinellas, Inc. for marketing and promoting Pinellas County as an arts community and arts destination during Fiscal Year 2020.

Recommended Action:

Approval of the Local Arts Funding Agreement with Creative Pinellas, Inc. for marketing and promoting the County as a vibrant arts community and arts destination in Fiscal Year 2020.

- The Agreement term is for one year.
- The total commitment is \$1,077,070.00 (\$896,070.00 from Tourist Development Tax Fund, \$145,000.00 from General Fund, and \$36,000.00 from Transportation Trust Fund).
- Detailed promotional and marketing benefits to the County are listed in Exhibit A of the agreement.

Strategic Plan:

Foster Continual Economic Growth and Vitality

4.6 Support a vibrant community with recreation, arts, and culture to attract residents and visitors

Deliver First Class Services to the Public and Our Customers

5.1 Maximize partner relationships and public outreach

Summary:

This Agreement will provide support to Creative Pinellas, Inc. (Creative Pinellas), as the Local Arts Agency, for its work in promoting arts and arts tourism during Fiscal Year (FY) 2020. Additionally, the County will receive tourism promotional benefits, which are detailed in Exhibit A.

Background Information:

This Agreement represents the Board's ongoing commitment for Creative Pinellas to continue to administer and support arts and cultural programs that promote the County as an arts destination. \$131,070.00 of the total support from the Tourist Development Tax represents approved decision package programming. The term of this Agreement is for one year.

On May 15, 2019, the Tourist Development Council reviewed and approved the CVB's FY20 budget request, including support for Creative Pinellas.

Fiscal Impact:

\$ 896,070.00 Tourist Development Tax Fund
\$ 145,000.00 General Fund
\$ 36,000.00 Transportation Trust Fund
\$1,077,070.00 Total Contract Amount

Funding to support this Agreement in the amount of \$1,077,070.00 is included in the FY20 Adopted Budget as shown above.

Staff Member Responsible:

Paul Sacco, Interim Director, Convention and Visitors Bureau

Partners:

Tourist Development Council
Creative Pinellas, Inc.

Attachments:

Local Arts Agency Funding Agreement

**LOCAL ARTS AGENCY
FUNDING AGREEMENT**

THIS AGREEMENT, made and entered into the 12th day of November, 2019 ("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 Incorporated, a Florida not-for-profit corporation (hereinafter "Creative Pinellas") (collectively hereinafter the "Parties").

WITNESSETH:

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, offer new opportunities for arts engagement and expand the ability for the public to participate in arts and arts related experiences
- ii. Assist County departments in the development of a public-art inventory, and with the development of an assessment and maintenance plan for the county's maintenance of their public arts collection
- iii. Connect County departments with artists and arts organizations to implement graffiti abatement activities on County identified walls and other surfaces
- iv. Continue development of an online tool ("Navigator Hub") that provides users 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 visitors and staff accordingly
- vi. Continue educational, development, networking, incubator and other programs and opportunities

3. County/VSPC Obligations and Responsibilities. The County shall provide the total sum of One Million Seventy-Seven Thousand Seventy Dollars (\$1,077,070.00) 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 Eight Hundred Ninety-Six Thousand Seventy Dollars (\$896,070.00);

(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, 2019. 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, 2019, and shall remain in full force and effect through September 30, 2020, 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:

Paul Sacco
Interim President & CEO
8200 Bryan Dairy Rd., Suite 200
Largo, FL 33777
PSacco@pinellascounty.org

For Creative Pinellas, Inc.:

Barbara St. Clair
Executive Director
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, 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.

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.

<Signature page follows>

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

Karen Seel
Chair
11/12/19
Date

CREATIVE PINELLAS INCORPORATED

Lauren Davenport
Lauren Davenport, President
9/19/19
Date

ATTEST:
KEN BURKE

Arline J. Smutke
Deputy Clerk

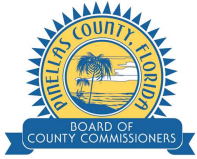


APPROVED AS TO FORM

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 customized 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 at least twice per year.
6. Distribute Gulf to Bay Magazine, Beach & Culture Maps and other marketing materials as determined by VSPC in a branded display rack to be installed in public entrance/lobby area (display rack provided by VSPC).
7. VSPC's customized 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 museum space, as available, for special events, as mutually agreed upon by the Parties.



Staff Report

File #: 18-1830A, **Version:** 1

Subject:

Local Arts Funding Agreement with Creative Pinellas, Inc. for marketing and promoting Pinellas County as an arts community and arts destination during Fiscal Year 2019.

Recommended Action:

Approval of the Local Arts Funding Agreement with Creative Pinellas, Inc. (Creative Pinellas) for marketing and promoting the County as a vibrant arts community and arts destination in Fiscal Year 2019 (FY19).

- The term of the agreement is one year.
- The total sum of commitment is \$891,740 (\$710,740 from the Tourist Development Tax Fund, \$145,000 from General Fund, and \$36,000 from the Transportation Trust Fund).
- Detailed promotional and marketing benefits to the County are listed in Exhibit A of the agreement.

Strategic Plan:

Foster Continual Economic Growth and Vitality

4.6 Support a vibrant community with recreation, arts, and culture to attract residents and visitors

Deliver First Class Services to the Public and Our Customers

5.1 Maximize partner relationships and public outreach

Summary:

This Agreement will provide support to Creative Pinellas, as the Local Arts Agency, for its work in promoting arts and arts tourism for FY19. New this year, the Convention and Visitors Bureau (CVB) and Creative Pinellas worked together to expand the tourism promotional benefits, which are detailed in Exhibit A of the agreement.

Background Information:

This Agreement represents the Board's ongoing commitment for Creative Pinellas to continue to administer and support arts and cultural programs that promote the County as an arts destination. \$401,000.00 of the total support represents approved decision package programming. The term of the agreement is for one (1) year.

The Tourist Development Council has reviewed and approved the CVB's FY19 budget request, which includes funding for Creative Pinellas.

Fiscal Impact:

\$710,740.00 Tourist Development Tax Fund

\$145,000.00 General Fund

\$ 36,000.00 Transportation Trust Fund
\$891,740.00 Total Contract Amount

Funding to support this Agreement in the amount of \$891,740.00 is included in the FY19 Adopted Budget as shown above.

Staff Member Responsible:

David Downing, Director, Convention and Visitors Bureau

Partners:

Tourist Development Council
Creative Pinellas, Inc.

Attachments:

Local Arts Agency Funding Agreement

**LOCAL ARTS AGENCY
FUNDING AGREEMENT**

THIS AGREEMENT, made and entered into the 8th day of January, 2019 ("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 Incorporated, 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 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, offer new opportunities for arts engagement and expand the ability for the public to participate in arts and arts related experiences
- ii. Assist County departments in the development of a public-art inventory, and with the development of an assessment and maintenance plan for the county's maintenance of their public arts collection
- iii. Connect County departments with artists and arts organizations to implement graffiti abatement activities on County identified walls and other surfaces
- iv. Initiate a project to develop an online tool ("Navigator Hub") that provides users 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 visitors and staff accordingly
- vi. Continue educational, development, networking, incubator and other programs and opportunities

3. County/VSPC Obligations and Responsibilities. The County shall provide the total sum of Eight Hundred Ninety-One Thousand Seven Hundred Forty Dollars (\$891,740.00) in monetary support for arts and cultural programs as follows:

(a) Provide funding from Pinellas County's Tourist Development Tax Fund in the amount of Seven Hundred Ten Thousand Seven Hundred Forty Dollars (\$710,740.00);

(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, 2018. 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, 2018, and shall remain in full force and effect through September 30, 2019, 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. 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:
David Downing
President & CEO
8200 Bryan Dairy Rd., Suite 200
Largo, FL 33777
David@visitspc.com

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

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.

11. 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.

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.

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

Karen Seel
Chair

1/8/19
Date

ATTEST:
KEN BURKE

Debra L. Smith
Deputy Clerk

CREATIVE PINELLAS INCORPORATED

Lauren Davenport
Lauren Davenport, President

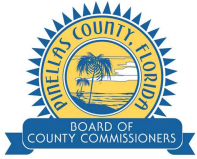
12/20/18
Date

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

BY MZas
Attorney

Exhibit A
Promotion Program

1. Maintain a link to VSPC consumer website at www.creativepinellas.org.
2. Prepare and submit a monthly written report describing efforts to promote the County as a vibrant arts destination. This report will be posted on VSPC's industry facing website along with other department reports.
3. VSPC will provide a website pixel for Creative Pinellas to implement on its website (www.creativepinellas.org). The pixel will allow for improved digital retargeting and provide Creative Pinellas and VSPC with robust data.
4. Include VSPC logo on all marketing materials, unless as otherwise mutually determined by the Parties, via established guidelines, processes, etc.
5. Include VSPC's customized 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.
6. Present program updates to the Tourist Development Council at least twice per year.
7. Distribute Gulf to Bay Magazine, Beach & Culture Maps and other marketing materials as determined by VSPC in a branded display rack to be installed in public entrance/lobby area (display rack provided by VSPC).
8. Opportunity for VSPC to have permanent signage installed in public area (signage subject to County requirements and installed at VSPC's expense/exact signage and location TBD).
9. VSPC logo, link to VSPC homepage and VSPC's customized graphic depicting that Creative Pinellas is funded in part by VSPC shall be included on all email blasts to database and subscribers, unless as otherwise mutually determined by the Parties, via established guidelines, processes, etc.
10. Opportunity for VSPC to provide emails to Creative Pinellas for re-blast to its database (minimum of twice annually).
11. Opportunity for VSPC to address Creative Pinellas Board on an annual basis.
12. Opportunity for VSPC to use museum space, as available, for special events, as mutually agreed upon by the Parties.



Staff Report

File #: 17-1574A, **Version:** 1

Agenda Date: 10/31/2017

Subject:

Local Arts Funding Agreement with Creative Pinellas, Inc. for marketing and promoting Pinellas County as an arts community and arts destination during Fiscal Year 2018.

Recommended Action:

Approval of the Local Arts Funding Agreement with Creative Pinellas, Inc. (Creative Pinellas) for marketing and promoting the County as a vibrant arts community and arts destination in Fiscal Year 2018 (FY18).

Strategic Plan:

Foster Continual Economic Growth and Vitality

4.6 Support a vibrant community with recreation, arts, and culture to attract residents and visitors

Deliver First Class Services to the Public and Our Customers

5.1 Maximize partner relationships and public outreach

Summary:

This agreement will provide support to Creative Pinellas, as the Local Arts Agency, for its work in promoting arts and arts tourism for FY18.

Background Information:

This agreement is a continuation of the Board's funding commitment for Creative Pinellas to continue to administer and support arts and cultural programs that promote the County as an arts destination. The agreement term is for one (1) year.

Per the agreement, Creative Pinellas shall maintain a link to the Convention and Visitors Bureau's (CVB's) consumer website, and submit quarterly reports that detail efforts to promote the County as an arts destination.

The Tourist Development Council has reviewed and approved the CVB's FY18 budget request, which includes funding for Creative Pinellas.

Fiscal Impact:

\$396,670.00 Tourist Development Fund

\$ 80,000.00 General Fund

\$476,670.00 Total Contract Amount

Funding to support this Agreement in the amount of \$476,670.00 is included in the FY18 Adopted Budget as shown above. The level of funding remains the same as FY17.

Staff Member Responsible:

David Downing, Director, Convention and Visitors Bureau

Partners:

Tourist Development Council
Creative Pinellas

Attachments:

Local Arts Agency Funding Agreement

**LOCAL ARTS AGENCY
FUNDING AGREEMENT**

THIS AGREEMENT, made and entered into the 31st day of October, 2017 ("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 Incorporated, a Florida nonprofit corporation (hereinafter "Creative Pinellas") (collectively hereinafter the "Parties").

WITNESSETH:

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: (i) 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 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) Maintain a link to VSPC consumer website at www.creativepinellas.org.

(d) Continue to promote Pinellas County as an arts destination

(e) Prepare and submit/present quarterly reports as to its efforts to promote the County as a vibrant arts destination.

(f) Expend all Tourist Development Tax funds in accordance with Florida Statutes 125.0104.

3. 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 Three Hundred Ninety-Six Thousand Six Hundred Seventy Dollars (\$396,670.00);

(b) Provide funding from Pinellas County's General Fund in the amount of Eighty Thousand Dollars (\$80,000.00).

(c) Funding herein shall be used for marketing, promotion, and activities that promote Pinellas County as an urban arts community and an arts destination, including but not limited to related operational expenses, in compliance with the limitations established in Sections 2 and 4, herein.

4. Funding. Funding shall be made available upon the receipt of an invoice from Creative Pinellas, due and payable no earlier than October 1, 2017.

(a) 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, 2017, and shall remain in full force and effect through September 30, 2018, 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. 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:

David Downing
President & CEO
8200 Bryan Dairy Rd., Suite 200
Largo, FL 33777
David@visitspc.com

For Creative Pinellas, Inc.:

Barbara St.Clair
Executive Director
12211 Walsingham Rd.
Largo, FL 33778
Barbara.StClair@creativepinellas.org

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.

11. 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.

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.

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

Danet G. Long
Chair

October 31, 2017
Date

ATTEST:
KEN BURKE

Anders L. Smith
Deputy Clerk

CREATIVE PINELLAS INCORPORATED

Doreen Moore
Doreen Moore, President

9/29/2017
Date

APPROVED AS TO FORM

By: *Michael A. Zas*
Office of the County Attorney



Pinellas County

315 Court Street
Clearwater, Florida 33756

Staff Report

File #: 16-2116A, **Version:** 1

Agenda Date: 1/10/2017

Subject:

Local Arts Funding Agreement with Creative Pinellas, Inc. for marketing and promoting the County as an arts community and arts destination during Fiscal Year 2017.

Recommended Action:

Approve the Local Arts Funding Agreement with Creative Pinellas, Inc. (Creative Pinellas) for marketing and promoting the County as a vibrant arts community and arts destination.

Contract Term: October 1, 2016, through September 30, 2017

Contract Amount: \$476,670

Strategic Plan:

Foster Continual Economic Growth and Vitality

4.6 Support a vibrant community with recreation, arts, and culture to attract residents and visitors

Deliver First Class Services to the Public and Our Customers

5.1 Maximize partner relationships and public outreach

Summary:

This Agreement will provide support to Creative Pinellas, as the County's designated Local Arts Agency, for its work in promoting arts and arts tourism.

In exchange, Creative Pinellas will continue to administer and support arts and cultural programs that benefit Pinellas citizens, provide comprehensive arts information for the CVB's consumer website and submit a final report that details the agency's efforts to promote the County as an arts destination. In addition to the monetary support, this Agreement also provides Creative Pinellas with office space at the Convention and Visitors Bureau (CVB) location.

Background Information:

On October 25, 2011, the Board of County Commissioners (Board) approved funding for Creative Pinellas through a Transitional Funding Agreement.

On November 1, 2015, the Board approved FY 2016 funding in the amount of \$200,000, \$150,000 from the Tourist Development Fund and \$50,000 from the General Fund.

On May 17, 2016, Creative Pinellas presented its FY 2017 program goals to the Board and requested a funding increase from \$200,000 to \$476,670 to support additional grants programs, projects, and marketing. The Board subsequently approved the funding request with the adoption of the FY 2017 budget on September 27, 2016.

Fiscal Impact:

\$396,670 CVB's Annual Operating Budget (Tourist Development Fund)

\$ 80,000 General Government (General Fund)

\$476,670 Total Funding Amount

Funding to support the Local Arts Agency Funding Agreement in the amount of \$476,670 is provided as shown above.

Staff Member Responsible:

David Downing, Director, Convention and Visitors Bureau
Bill Berger, Director, Office of Management and Budget

Partners:

Tourist Development Council
Creative Pinellas

Attachments:

Local Arts Agency Funding Agreement

**LOCAL ARTS AGENCY
FUNDING AGREEMENT**

THIS AGREEMENT, made and entered into the 10TH day of JANUARY, 2017 ("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 Incorporated, 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 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; and

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. The purpose of this Agreement is to: (i) 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 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) Maintain a link to VSPC consumer website at www.articulatesuncoast.com.

(d) Continue to promote Pinellas County as an arts destination

(e) Prepare and submit/present a report as to its efforts to promote the County as a vibrant arts destination.

3. 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 Three Hundred Ninety-Six Thousand Six Hundred Seventy Dollars (\$396,670.00);

(b) Provide funding from Pinellas County's General Fund in the amount of Eighty Thousand Dollars (\$80,000.00).

(c) Funding herein shall be used for both marketing and promotion of Pinellas County as an urban arts community and an arts destination, including, but not limited to related operational expenses.

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

4. Funding. Funding shall be made available upon the receipt of an invoice from Creative Pinellas, due and payable no earlier than October 1, 2016.

5. Term. The term of this Agreement shall commence on October 1, 2016, and shall remain in full force and effect through September 30, 2017, 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. 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 A 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.

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

David A. Leary
Chairman

1-10-2017
Date

CREATIVE PINELLAS INCORPORATED

Robert T. Haas
Robert T. Haas, Treasurer

11/25/16
Date

ATTEST:
KEN BURKE

Norman D. Lee
Deputy Clerk

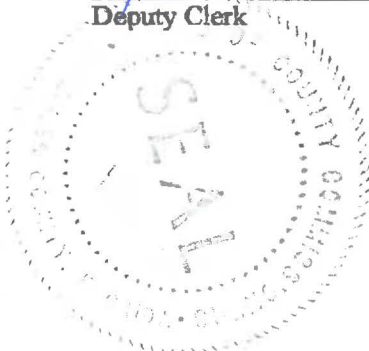


EXHIBIT A – INSURANCE REQUIREMENTS

Creative Pinellas shall obtain and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VII or better. Within ten (10) calendar days of the effective date of the agreement, Creative Pinellas shall provide the County with properly executed Certificate of Insurance to evidence compliance with the insurance requirements of the agreement. A copy of the endorsement referenced in paragraph three for Additional Insured shall be attached to the certificate.

The Commercial General Liability policy obtained by Creative Pinellas to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the agreement, renewal Certificates of Insurance and endorsements shall be furnished by Creative Pinellas to the County at least thirty (30) days prior to the expiration date.

Creative Pinellas shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by Creative Pinellas from its insurer. Notice shall be given by certified mail to: Pinellas County Risk Management Department, 400 S. Ft. Harrison Avenue, 3rd Floor, Clearwater, Florida 33756; and nothing contained herein shall absolve Creative Pinellas of this requirement to provide notice.

Should Creative Pinellas at any time, not maintain the insurance coverage required herein, the County may terminate the Agreement.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Creative Pinellas.
- (2) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (3) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (4) All policies shall be written on a primary, non-contributory basis.
- (5) Commercial General Liability Insurance shall include a waiver of subrogation in favor of Pinellas County.

The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:

- (A) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury.

Limits

General Aggregate	\$ 1,000,000
Damage to Premises (Fire Legal Liability)	\$ 300,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000



Pinellas County

315 Court Street
Clearwater, Florida 33756

Staff Report

File #: 15-564, **Version:** 1

Agenda Date: 11/30/2015

Subject:

Local Arts Agency Funding Agreement with Creative Pinellas, Inc., for Operational Support during Fiscal Year 2016.

Recommended Action:

Approval and execution of the Local Arts Agency Funding Agreement with Creative Pinellas, Inc. (Creative Pinellas), for operational support during Fiscal Year (FY) 2016.

Strategic Plan:

Foster Continual Economic Growth and Vitality

4.6 Support a vibrant community with recreation, arts, and culture to attract residents and visitors.

Summary:

This Funding Agreement will provide support for FY16 salaries and other operational expenses for the County's designated Local Arts Agency, Creative Pinellas. This Agreement will also provide Creative Pinellas with office space at the Convention and Visitors Bureau (CVB) location.

In exchange, Creative Pinellas will continue to administer and support arts and cultural programs that benefit Pinellas citizens, and provide comprehensive arts information for the CVB's consumer website, www.visitspteclearwater.com.

Background/Explanation:

The Board of County Commissioners (Board) previously approved funding for Creative Pinellas through a Transitional Funding Agreement on October 25, 2011. The Board directed staff to include this appropriation in the FY16 Budget. As part of the Board consideration, Creative Pinellas committed to investing \$100,000 of its own reserves to enable total FY16 funding of \$300,000.

Fiscal Impact:

\$150,000 CVB's Annual Operating Budget

\$ 50,000 General Government

\$200,000 Total Funding Amount

Delegated Authority:

Authority for the County Administrator to sign this Funding Agreement is granted under Code Section 2-62 (a)(1).

Staff Member Responsible:

David Downing, Director, Convention and Visitors Bureau

Partners:

Tourist Development Council

Creative Pinellas, Inc.

**LOCAL ARTS AGENCY
FUNDING AGREEMENT**

THIS AGREEMENT, made and entered into the 1st day of November, 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").

WITNESSETH:

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.

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

PINELLAS COUNTY, FLORIDA
by and through its County Administrator

By: Mark S. Woodard
Mark S. Woodard

APPROVED AS TO FORM
OFFICE OF THE COUNTY ATTORNEY

By: _____
Managing Assistant County Attorney

APPROVED AS TO FORM

By: Michael A. Zas
Office of the County Attorney

EXHIBIT A

Creative Pinellas / Budget FY 2016				
DETAIL		FY2016 CASH	FY2016 IN-KIND	NOTES
REVENUE				
Creative Pinellas organizational principal		\$ 100,000.00		estimated based on FY2013 estimated based on previous awards and availability
State of the Arts license plate		\$ 35,000.00		
Florida DCA grants		\$ 20,000.00		
Pinellas County General Fund		\$ 50,000.00		
Tourist Development Tax		\$ 150,000.00		
TOTAL Revenue (estimated)		\$ 355,000.00		
EXPENDITURES				
Operational Expenses				
Personnel: Contract				
	Executive Director	\$ 75,000.00		Executive functions and management, fundraising, Board governance Communications, grants writing, community relations and partnerships Website, social media, digital presence Mailing lists, spreadsheets, meeting arrangements, program support
	Director of Engagement	\$ 50,000.00		
	Media Manager	\$ 40,000.00		
	Administrative Specialist	\$ 30,000.00		
Office Space				
	Located at Visit St. Pete / Clearwater headquarters		\$ 50,000.00	VSPC in-kind donation
Equipment		\$ 1,500.00		
	Easels and large paper pads			for FT Executive Director at VSPC office for storage of video files by Media Manager
	Rolling equipment cart			
	Desktop computer			
	External hard drive			
Supplies		\$ 1,000.00		
	Paper / folders / filing supplies		\$ 500.00	VSPC in-kind donation
	Printer ink and batteries			
Memberships / Associations / Professional Development		\$ 1,450.00		
	Florida Cultural Alliance			
	Keep Saint Petersburg Local			
	Americans for the Arts			
	Americans for the Arts conference			
	PINC conference			
	Convening Culture conference (Citizens for Florida Arts)			
	SUBTOTAL	\$ 198,950.00		
Program Expenses: Community Engagement				
Education and Youth Services—Underserved		\$ 10,000.00		
	In-school and community center outreach programs			
	Creative demonstrations and workshops for underserved youth			
	Partnerships with Pinellas Art Education Association			
Arts In Health—Seniors and Disabled		\$ 8,000.00		
	VA, ALF, and community center outreach programs			
	Creative demonstrations and workshops for seniors			
	Partnerships with USF Art in Health and IRB Veterans Creating for Community			
Workshops: Business Skills for Artists		\$ 4,050.00		estimated costs include venue, flyer/marketing, instructors
Workshops: Grantwriting		\$ 2,500.00		estimated costs include venue, flyer/marketing, instructors
CARMADA: Arts on the Move		\$ 4,000.00		estimated costs include venue, marketing materials, Mahaffey staffing
	Signature annual event building awareness of Arts License Plate			
	SUBTOTAL	\$ 28,550.00		
Marketing Expenses				
Event Outreach and Sponsorships		\$ 2,000.00	\$ 2,000.00	in kind through media trades
	Supporting public outreach and sponsorship at cultural festivals			
Collaborative Marketing Resource Package		\$ 12,000.00	\$ 3,000.00	portion of services may be generated in kind through VSPC / BVK
	Estimate from BVK agency includes print templates, PSAs, digital services			
Arts website (ArticulateSuncoast.com / RadiantCulture.com)				
	Re-build / Mobile improvements / Monthly maintenance		\$ 40,000.00	VPSC in-kind donation / estimate from Miles Media
Materials / supplies		\$ 3,500.00		
	Logo tablecloths and roll-up signage			
	Creative Pinellas rack cards / print calendars / literature			
	Creative Pinellas stickers, pens, t-shirts			
	SUBTOTAL	\$ 17,500.00		
Project Funding				
Grant Funding Pool		\$ 100,000.00		
	For Artists, Educational Non-Profits, and Educators			
	SUBTOTAL	\$ 100,000.00		
TOTAL Expenses		\$ 345,000.00	\$ 95,500.00	

EXHIBIT B – INSURANCE REQUIREMENTS

Creative Pinellas shall obtain and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VII or better. Within ten (10) calendar days of the effective date of the agreement, Creative Pinellas shall provide the County with properly executed Certificate of Insurance to evidence compliance with the insurance requirements of the agreement. A copy of the endorsement referenced in paragraph three for Additional Insured shall be attached to the certificate.

The Commercial General Liability policy obtained by Creative Pinellas to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the agreement, renewal Certificates of Insurance and endorsements shall be furnished by Creative Pinellas to the County at least thirty (30) days prior to the expiration date.

Creative Pinellas shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by Creative Pinellas from its insurer. Notice shall be given by certified mail to: Pinellas County Risk Management Department, 400 S. Ft. Harrison Avenue, 3rd Floor, Clearwater, Florida 33756; and nothing contained herein shall absolve Creative Pinellas of this requirement to provide notice.

Should Creative Pinellas at any time, not maintain the insurance coverage required herein, the County may terminate the Agreement.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Creative Pinellas.
- (2) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (3) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (4) All policies shall be written on a primary, non-contributory basis.
- (5) Commercial General Liability Insurance shall include a waiver of subrogation in favor of Pinellas County.

The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:

- (A) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury.

Limits

General Aggregate	\$ 1,000,000
Damage to Premises (Fire Legal Liability)	\$ 300,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000