

**HAGERTY HIGH SCHOOL BAND BOOSTER ASSOCIATION, INC.
SEMINOLE COUNTY ARTS AND CULTURE GRANT AGREEMENT
(FISCAL YEAR 2022-2023)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this agreement referred to as “COUNTY”, and **HAGERTY HIGH SCHOOL BAND BOOSTER ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose mailing address is 3225 Lockwood Boulevard, Oviedo, Florida 32765, in this agreement referred to as “HAGERTY BAND BOOSTER”.

W I T N E S S E T H:

WHEREAS, HAGERTY BAND BOOSTER is a Florida not-for-profit corporation which supports the band and color guard program through fundraising and volunteers. Funds are raised to purchase music, transportation, instruments, supplemental instruction, and program management materials. Volunteers coordinate the fundraising efforts and provide chaperones, support and organization for band and color guard activities; and

WHEREAS, COUNTY has deemed that the development and awareness of the arts and cultural activities serves a COUNTY public purpose and will benefit the citizens of Seminole County, Florida; and

WHEREAS, COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose via the Seminole County Arts and Culture Grant.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and representations contained in this Agreement by and between the parties, COUNTY and HAGERTY BAND BOOSTER, agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied and are incorporated herein as fully as if set forth below.

Section 2. Term. The term of this Agreement is from October 1, 2022 through September 30, 2023, the date of signature by the parties notwithstanding.

Section 3. Services. HAGERTY BAND BOOSTER shall use funds from this Agreement to facilitate the development and awareness of arts and cultural activities within Seminole County, Florida as described in Exhibit A, Scope of Services, attached and incorporated in this Agreement by reference.

Section 4. Termination. This Agreement may be terminated by any party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party, or at the option of COUNTY, immediately in the event that HAGERTY BAND BOOSTER fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY will not be obligated to pay for any services provided or costs incurred by HAGERTY BAND BOOSTER after HAGERTY BAND BOOSTER has received notice of termination. Upon the termination of this Agreement, HAGERTY BAND BOOSTER shall immediately refund to COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided under this Agreement. Any requirements set forth in Sections 5 and 8 survives the term of this Agreement as a whole.

Section 5. Indemnification.

(a) COUNTY and its commissioners, officers, employees, and agents must not be deemed to assume any liability for the acts, omissions, or negligence of HAGERTY BAND BOOSTER or HAGERTY BAND BOOSTER's officers, employees, or agents. HAGERTY BAND BOOSTER shall indemnify and hold harmless COUNTY, its commissioners, officers,

employees, and agents from and against all claims, damages, costs, and expenses, including reasonable attorney fees and attorney fees on appeal, arising out of or resulting from its operations under this Agreement.

(b) HAGERTY BAND BOOSTER shall indemnify and save harmless COUNTY and its commissioners, officers, employees, and agents from and against any and all claims, suits, actions, damages, or causes of action of any kind arising from this Agreement and resulting or accruing from any negligent act, omission, or error of HAGERTY BAND BOOSTER, or its officers, agents, employees, or servants.

(c) The parties further agree that nothing contained in this Agreement will be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity by COUNTY beyond that waiver provided for in Section 768.28, Florida Statutes (2022).

(d) The waiver of a provision in this Agreement by either party does not constitute the further waiver of said provisions or the waiver of any other provision.

Section 6. Funding. COUNTY hereby agrees to provide a match grant for financial assistance to HAGERTY BAND BOOSTER in the amount of SIX THOUSAND NINE HUNDRED NINETY-FIVE AND NO/100 DOLLARS (\$6,995.00). HAGERTY BAND BOOSTER is required to provide a fifty percent (50%) match in the amount of THREE THOUSAND FOUR HUNDRED NINETY-SEVEN AND 50/100 DOLLARS (\$3,497.50).

Section 7. Payment.

(a) COUNTY shall provide payment of the amounts set forth above upon receipt by COUNTY of the following:

(1) A payment request from HAGERTY BAND BOOSTER identifying the amount for which HAGERTY BAND BOOSTER seeks payment from COUNTY; and

(2) Verification by COUNTY that HAGERTY BAND BOOSTER has complied with the requirements as contained in this Agreement.

(b) Payment requests must be sent to: Seminole County Leisure Services, Financial Business Administrator, 100 E. 1st Street, 4th Floor, Sanford, Florida 32771.

Section 8. Reporting Requirements. Grant recipients are required to submit a Final Report within thirty (30) days of the close of the granting period (September 30). If required, evidence of match grants must be included in the Final Report.

Section 9. Access to Records. HAGERTY BAND BOOSTER shall allow COUNTY, its duly authorized agents, and the public access to such of HAGERTY BAND BOOSTER's records as are pertinent to all services provided under this Agreement at reasonable times and under reasonable conditions for inspection and examination in accordance with Chapter 119, Florida Statutes.



Section 10. Notices.

(a) Whenever a party desires to give notice to the others, it must be given in writing, by certified United States mail, return receipt requested, or by hand delivery, and be sent to:

For COUNTY:

County Manager
County Services Building
1101 E. 1st Street
Sanford, Florida 32771

With a copy to:

Seminole County Leisure Services
Financial and Business Administrator
100 E. 1st Street, 4th Floor
Sanford, Florida 32771

For HAGERTY BAND BOOSTER:

Hagerty Band Booster
225 Lockwood Boulevard
Oviedo, Florida 32765

(b) The parties may change, by written notice as provided above, the person or address for the receipt of notice.

Section 11. Assignments. No party to this Agreement shall assign this Agreement, nor any interest arising from this Agreement, without the written consent of the other party. Nothing in this Agreement, either express or implied, is intended or may be construed to confer upon any person, firm, bank, lending institution, or corporation any right, remedy, or claim, legal or equitable, under or by reason of this Agreement or any covenant, condition, or stipulation hereof, as this Agreement and all its covenants, conditions, and stipulations is intended to be for the sole and exclusive benefit of COUNTY and HAGERTY BAND BOOSTER.



Section 12. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained in this Agreement, which supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the parties, except as otherwise specifically provided in this Agreement.

Section 13. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, HAGERTY BAND BOOSTER shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in

effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to HAGERTY BAND BOOSTER as provided hereinabove.

Section 14. Conflict of Interest.

(a) HAGERTY BAND BOOSTER agrees that they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) HAGERTY BAND BOOSTER hereby certifies that no officer, agent, or employee of COUNTY has any material interest, as defined in Section 112.312(15), Florida Statutes (2022), as over five percent (5%), either directly or indirectly in the business of HAGERTY BAND BOOSTER, to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes (2022), HAGERTY BAND BOOSTER hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed to this Agreement by each party's respective officers for the purposes expressed in this Agreement on the day and year first above-written.

ATTEST:

HAGERTY HIGH SCHOOL BAND BOOSTER
ASSOCIATION, INC.

CHELSEA KAPLAN, Secretary

By: _____
THERESA SHEPP, President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
AMY LOCKHART, Chairman

Date:_____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
20_____, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

GLK/lpk
2/13/23

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Attachment:
Exhibit A – Scope

EXHIBIT A

HAGERTY HIGH SCHOOL BAND BOOSTER ASSOCIATION, INC. SEMINOLE COUNTY ARTS AND CULTURE GRANT AGREEMENT (FISCAL YEAR 2022-2023)

The distribution of the funds provided by COUNTY in the amount of SIX THOUSAND NINE HUNDRED NINETY-FIVE AND NO/100 DOLLARS (\$6,995.00). based on the Seminole County Arts and Cultural Grant award for fiscal year 2022-2023.

The funds will be reimbursed as follows:

Awarded to Hagerty Band Booster Association, Inc., which will be used to purchase a 8.5x24 foot tandem axle Nationcraft enclosed trailer for Hagerty High School Band, herein referred to as “HHS Band”.

A new, larger trailer will enable the HHS Band to efficiently and safely transport all instruments and equipment, so the HHS Band can continue to fully participate in performance events throughout the county. With improved transportation, we increase the number of kids in the community who will have opportunities to learn an instrument and participate in music. Previous research has provided evidence that learning to play an instrument has many academic, health, and cultural benefits. Additionally, music education can help students to earn scholarships for college, which may provide resources so a child can gain access to a college education that they may not have had access to otherwise. When the HHS band is transported to perform at football games, parades, and other events that serve larger, more diverse communities. Research has revealed many benefits to community members who attend music performances, particularly health and cultural benefits. Furthermore, by exposing diverse audiences to band performances, we expand community members’ interest and knowledge regarding music.

Services will be reimbursed with the receipt of payment request and supporting documentation.