

**STEINWAY SOCIETY OF CENTRAL FLORIDA, 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. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Agreement referred to as “COUNTY”, and **STEINWAY SOCIETY OF CENTRAL FLORIDA, INC.**, a Florida not-for-profit corporation, whose mailing address is 520 W. Highway 436 #1140, Altamonte Springs, Florida 32714, in this Agreement referred to as “SSCF”.

**W I T N E S S E T H:**

**WHEREAS**, Steinway Society of Central Florida, Inc. is a Florida not-for-profit corporation which endeavors to stimulate and nourish the musical knowledge and artistic talents of disadvantaged youth through piano study; 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 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 SSCF 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.** SSCF 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 SSCF 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 SSCF after SSCF has received notice of termination. Upon the termination of this Agreement, SSCF 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 SSCF or SSCF's officers, employees, or agents. SSCF 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) SSCF 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 SSCF, 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 SSCF in the amount of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00). SSCF is required to provide a 100% match in the amount of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00).

**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 SSCF identifying the amount for which SSCF seeks payment from COUNTY; and

(2) Verification by COUNTY that SSCF 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. 1<sup>st</sup> Street, 4<sup>th</sup> 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.** SSCF shall allow COUNTY, its duly authorized agents, and the public access to such of SSCF'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. 1<sup>st</sup> Street  
Sanford, Florida 32771



**With a copy to:**

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

**For SSCF:**

Steinway Society of Central Florida, Inc.  
520 W. Highway 436 #1140  
Altamonte Springs, Florida 32714

(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 SSCF.

#### **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, SSCF 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 SSCF as provided hereinabove.

#### **Section 14. Conflict of Interest.**

(a) SSCF 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) SSCF 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 5%, either directly or indirectly in the business of SSCF, 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), SSCF 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:

STEINWAY SOCIETY OF  
CENTRAL FLORIDA, INC.



By: \_\_\_\_\_

\_\_\_\_\_  
KATHY GRIMES, Secretary

\_\_\_\_\_  
GARY GRIMES, President

(CORPORATE SEAL)

Date: \_\_\_\_\_

*[The balance of this page is left intentionally blank.]*

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 of Services



**EXHIBIT A  
SCOPE OF SERVICES**

**STEINWAY SOCIETY OF CENTRAL FLORIDA, INC.  
ARTS AND CULTURE GRANT AGREEMENT  
(FISCAL YEAR 2022-2023)**

The distribution of the funds provided by COUNTY in the amount of \$15,000 based on the Seminole County Arts and Cultural Grant award for fiscal year 2022-2023.

The funds will be reimbursed as follows:

\$15,000 awarded to the SSCF to aid in the funding of the costs for planning and implementing the following programs:

- **The Piano Bank:** The Society will donate at least 10 refurbished pianos to musically talented children who otherwise could not afford a personal piano. The Society will hold three gifting ceremonies to present these pianos to the well-deserving students. These ceremonies will be open to the public and held at the Steinway Piano Galleries in Altamonte Springs throughout the year.
- **Piano Lessons:** The Society will continue and expand its free after-school piano lesson program for underserved students. Four 10-week sessions – corresponding to the fall, winter, spring, and summer semesters – will be conducted at six Title I Seminole County elementary schools: Bentley (which will also offer lessons for special needs students), Midway, Lake Orienta, Casselberry, Winter Springs, and Spring elementary schools.
- **Piano Labs:** During this grant period, piano labs will be expanded at the four elementary schools previously stated. The project will use cutting-edge technology to maintain student interest. Students will use the Yamaha NP-32 electronic keyboard, with weighted, touch-sensitive keys that give the feel of-and provides a piano sound similar to--a well-tuned acoustic piano. Weighing only 12 pounds, it is easily portable, allowing students to take it anywhere to practice, which will be crucial to enable students to participate in virtual lessons from home.

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