

**SEMINOLE COUNTY/
SEMINOLE CULTURAL ARTS COUNCIL, INC.
ARTS FUNDING AGREEMENT**

THIS AGREEMENT, hereinafter "Agreement" is entered into this ____ day of _____, 20____, by and between **SEMINOLE COUNTY**, hereinafter "COUNTY", a political subdivision of the State of Florida, whose address is Seminole County Services, 1101 East First Street, Sanford, Florida 32771, and **SEMINOLE CULTURAL ARTS COUNCIL, INC.**, hereinafter "SCAC", a Florida Not For Profit Corporation, whose address is 230 First Street, Sanford, Florida 32771, being collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Seminole Cultural Arts Council, Inc., was formed in 1994 as a Florida Not for Profit organization to provide community-based arts programs in Seminole County and to serve, support and nurture the cultural and artistic needs of Seminole County residents; and

WHEREAS, in 1995, the Seminole County Board of County Commissioners designated the Seminole Cultural Arts Council, Inc., as the official recipient of Florida State of the Arts specialty license plate funds for the sole purpose of providing grants to arts and cultural organizations and individual artists in Seminole County; and

WHEREAS, SCAC is an advocate for the preservation of local cultural and historic heritage, including performing, literary, and visual arts and sciences, and serves to sustain, develop, and advance the cultural life of Seminole County; and

WHEREAS, SCAC provides community-based arts programming in Seminole County and serves, supports, and nurtures the cultural and artistic needs of Seminole County residents; and

WHEREAS, Seminole County recognizes the importance and impact of the development and awareness of the arts and cultural activities, which serves a County-wide public purpose and benefits the citizens of Seminole County, Florida; and

WHEREAS, the COUNTY has appropriated funds to further this purpose, and has selected SCAC to receive and administer these funds, with the responsibility of distributing a portion of the funds to other eligible arts and cultural organizations.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the 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 retroactive from October 1, 2024, through September 30, 2025, the date of signature by the parties notwithstanding.

Section 3. Purpose and Services to be Provided. SCAC shall use funds from this Agreement to facilitate the development and awareness of arts and cultural activities within Seminole County, Florida, as delineated in Section 11(b). These funds will supplement other funds previously committed by SCAC to Seminole County activities. SCAC shall also provide the following services to COUNTY:

(a) Provide COUNTY with quarterly reports which include, but are not limited to, the following Key Performance Indicators (“KPI’s”): Event/Programming Recap (including Art in Public Places), Art Installations, Executive Director and Board of Directors Updates, Grant Funding, Awards (including Seminole County Artist of the Year and SCAC Hearts for the Arts Award), and Finance Recap;

(b) Provide COUNTY’s Economic Development Office, with monthly web conferences to discuss KPIs status and share information through the services being provided; and

(c) Provide COUNTY Board of County Commissioners an annual verbal report and presentation as coordinated by COUNTY’s Economic Development Office.

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 SCAC 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 SCAC after SCAC has received notice of termination. Upon the termination of this Agreement, SCAC 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 11 and 13 survive the term of this Agreement as a whole.

Section 5. Funding. COUNTY hereby agrees to provide financial assistance to SCAC in the amount of EIGHTEEN THOUSAND THREE HUNDRED SEVENTY DOLLARS AND 75/100 DOLLARS (\$18,370.75) on a quarterly basis up to the maximum sum of SEVENTY-THREE THOUSAND FOUR HUNDRED EIGHTY-THREE AND NO/100 DOLLARS

(\$73,483.00) during the term of this Agreement. Said sum shall be paid in 4 installment(s) as follows:

- (a) December 15, 2024;
- (b) March 15, 2025;
- (c) June 15, 2025; and
- (d) September 15, 2025.

The parties hereby agree that the funds provided in this Agreement shall be granted to and used by SCAC for Seminole County local grants, events, and promotions, as set forth in Section 11(b).

Section 6. Payment.

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

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

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

(b) Payment requests must be sent to: Office of Economic Development and Tourism, Director, Seminole County Government, 1055 AAA Drive, Suite 149, Lake Mary, Florida 32746.

(c) A sample invoice is attached and incorporated to this Agreement as Exhibit A.

Section 7. Subgrantees.

(a) SCAC shall also be responsible for administering a portion of the funds received under this Agreement as subgrants to other arts and cultural organizations and individual artists within Seminole County. Of the total funds, EIGHTEEN THOUSAND FOUR HUNDRED EIGHTY-THREE DOLLARS AND 00/100 DOLLARS (\$18,483.00) shall be allocated for these

subgrants. SCAC shall develop and implement a transparent and equitable process for reviewing and awarding subgrants based on criteria such as community engagement, impact, and alignment with the County's cultural development goals.

(b) SCAC shall maintain a detailed list of all subgrantees, as illustrated by Exhibit B, which is attached and incorporated to this Agreement. This list shall include the name of each subgrantee, the amount of funding awarded, the purpose of the subgrant, and the anticipated outcomes or benefits to the community.

(c) SCAC shall ensure that all subgrantees comply with the reporting and accountability requirements outlined in this Agreement and shall oversee the proper use of subgrant funds to ensure they are used exclusively for the approved purposes. Regular reports shall be provided to the COUNTY documenting the distribution and use of the subgrant funds, as well as subgrantee compliance.

Section 8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees, and designees of the parties.

Section 9. Assignment. This Agreement shall not be assigned by either party without prior written approval of the other.

Section 10. Public Records Law.

(a) SCAC acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, to release public records to members of the public upon request. SCAC acknowledges that the COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, in the handling of the public records created under this Agreement and that this statute controls over the terms of this Agreement. Upon COUNTY's written request, SCAC will provide COUNTY with all

requested public records in SCAC 's possession, or will allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs provided under Chapter 119, Florida Statutes, as amended.

(b) SCAC specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, as amended, with regard to public records and must:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

(4) Upon termination of this Agreement, SCAC will transfer, at no cost to COUNTY, all public records in possession of SCAC, or keep and maintain public records required by COUNTY under this Agreement. If SCAC transfers all public records to COUNTY upon completion of this Agreement, SCAC must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SCAC keeps and maintains the public records upon completion of this Agreement, SCAC must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon written request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(c) COUNTY or any of its authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the SCAC which are pertinent

to this Agreement, in order to make audits, examinations, excerpts, and transcripts upon written request and with agreement of the SCAC's Executive Board. The right of access also includes timely and reasonable access to SCAC's personnel for the purpose of interview and discussion related to such documents. For purposes of this Section, the term "SCAC" includes employees to be paid from Funds provided under this Agreement.

(d) IF SCAC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES AND IT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SEMINOLE COUNTY PUBLIC RECORDS COORDINATOR AT: (407) 665-7410, PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, OR 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.

(e) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching Party may terminate this Agreement immediately upon written notice to the breaching Party.

Section 11. Records and Audits.

(a) SCAC shall maintain in its place of business all non-exempt books, documents, papers, and other evidence pertaining to work performed under this Agreement. Such non-exempt public records shall be and remain available at SCAC's main offices at all reasonable times during the term of this Agreement and for five (5) years after closure of this Agreement.

(b) SCAC agrees that COUNTY or its duly authorized representative shall upon written request, until the expiration of five (5) years after Agreement closure, have access to examine any of SCAC 's non-exempt books, documents, papers, and records involving transactions related to this Agreement.

SCAC agrees that payments made under this Agreement shall be subject to reduction for amounts charged which are found, on the basis of audit examination, not to constitute allowable costs. “Allowable costs” include all costs related to the provision of services, as defined in Section 3 of this Agreement. Further, “allowable costs” should only include those costs related to the provision of services within Seminole County; any costs expended for services or programs outside of Seminole County are not “allowable costs” and cannot be paid for by the compensation provided by COUNTY hereunder. SCAC has provided COUNTY with the budget below showing the allowable costs under this Agreement and has agreed to abide by the cost allocations in this budget. However, the allowable costs under each budget line item can fluctuate depending on the actual costs, but in no instance will COUNTY be responsible to SCAC for an amount in excess of the total payment amount set forth in Section 5 of this Agreement.

FY25 Budget Categories	Amount	Notes on Types of Expenses for the Category
Operating Expenses	\$50,000.00	SCAC Annual Operating Expenses
Grants	\$18,483.00	SCAC County-wide Grant Programs
Art in Public Places Programming	\$5,000.00	Gallery/Display Preparation Supplies/PR & Marketing

(c) All required records shall be maintained until an audit has been completed and all questions arising from it are resolved or until five (5) years after closure of this Agreement, in writing and submission of a final invoice, whichever is sooner. SCAC will provide proper facilities for access to and inspection of all required records.

(d) The phrase "non-exempt", as used herein, means that the record is not exempt under the public records law of the State of Florida.

Section 12. Notices.

- (a) Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

Guilherme “Gui” Cunha
Director
Office of Economic Development and Tourism
Seminole County Government
1055 AAA Drive, Suite 149
Lake Mary, Florida 32746

For SCAC:

Dr. Deborah Bauer
Executive Director
P.O. Box 28
Sanford, FL 32772-0028

- (b) Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand- delivered to the persons designated below, or (ii) five (5) business days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the Party as set forth in subsection (a) above.

- (c) Either of the parties may change, by written notice as provided herein, the address or persons for receipt of notices or invoices. All notices shall be effective upon receipt.

Section 13. Indemnity.

- (a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and officers, employees, and agents thereof while acting within the scope of their employment.

- (b) SCAC shall indemnify and hold Seminole County harmless from any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorney's fees,

arising from or related to the communication, action, or inaction of any persons or businesses contracted by SCAC to furnish services in Seminole County or to Seminole County businesses. Seminole County shall not be responsible for any liability resulting from the actions of entities contracted by SCAC, and SCAC assumes full responsibility for the conduct and performance of its contracted entities for the services provided in Section 3 of this Agreement.

(c) The parties further agree that nothing contained herein shall 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 for COUNTY beyond the waiver provided for in Section 768.28, Florida Statutes.

Section 14. Insurance.

(a) SCAC, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. SCAC shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. SCAC must adhere to and be advised of the following:

(1) SCAC shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by SCAC will relieve SCAC of its full responsibility for liability, damages, and accidents that may occur during the term of this Agreement.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by SCAC in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of SCAC.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then SCAC shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and SCAC shall remedy any deficiencies in the insurance policies coverage within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of SCAC or any other party.

(b) General Requirements.

(1) Before commencing work, SCAC shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit C, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be

maintained, SCAC shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, SCAC shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by SCAC.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, and Employers' Liability.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and SCAC as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, and Business Auto Liability. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by SCAC pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self- insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by SCAC.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2024), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2024), as this statute may be amended from time to time, must have

and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2024), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then SCAC shall immediately notify COUNTY as soon as SCAC has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SCAC has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, SCAC will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of SCAC, SCAC, at SCAC's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit C. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by SCAC and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) SCAC's insurance must cover SCAC and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A),

as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by SCAC are as specified in Exhibit C.

(D) If SCAC asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2024), as this statute may be amended from time to time, SCAC shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including SCAC, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) SCAC 's insurance must cover SCAC for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If SCAC 's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by SCAC are as specified in Exhibit C.

(3) Business Auto Liability.

(A) SCAC's insurance must cover SCAC for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event SCAC does not own automobiles, SCAC shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by SCAC are as specified in Exhibit C.

Section 15. Conflict of Interest.

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

(b) SCAC hereby certifies that no officer, agent or employee of COUNTY has any material interest, as defined in Section 112.312, Florida Statutes, either directly or indirectly, in the business of SCAC 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, SCAC hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or other State or Federal agency.

Section 16. Compliance with Laws and Regulations. In performing under this Agreement, the parties shall abide by all applicable laws, statutes, ordinances, rules and regulations pertaining to or regulating the performance set forth herein, including those now in effect and hereinafter adopted. Any material violation of said laws, statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

Section 17. Employee Status.

(a) Persons employed or retained by SCAC in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

(b) SCAC assumes total responsibility for salaries, employment benefits, contractual rights and benefits, contract payments, and Federal, State and local employment taxes, if any, attributable to SCAC personnel or contractors working on behalf of SCAC obligations under this Agreement and agree, to the extent required in Section 768.28, Florida Statutes, to indemnify and hold COUNTY harmless from any responsibility for same.

(c) In performing this Agreement, planning, development, constructing, equipping, and operating the project or carrying out any the activities to be performed by SCAC, SCAC will be acting independently, in the capacity of an independent entity and not as a joint venture, associate, employee, agent, or representative of COUNTY.

Section 18. No Third-Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns, including any successor in interest to SCAC, and is not intended to nor shall benefit a third party. No third party shall have any rights hereunder or as a result of this Agreement, or any rights to enforce any provisions of this Agreement.

Section 19. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in state court, in a court

of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division.

Section 20. Construction of Agreement. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, COUNTY and SCAC, have contributed substantially and materially to the preparation hereof.

Section 21. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be original, but all counterparts shall together constitute one and the same instrument.

Section 22. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 23. Severability. If any provision, term, or clause of this Agreement is determined to be invalid or unenforceable, then such provision, term, or clause shall be null and void and shall be deemed separable from the remaining covenants of this Agreement, and shall in no way affect the validity of the remaining covenants and provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

ATTEST:

SEMINOLE COUNTY CULTURAL
ARTS COUNCIL, INC.

STEVEN NELSON, Secretary

By: _____
ANTHONY ARAMENDIA, President

(CORPORATE SEAL)

Date: _____

[Signatures and attestations continue on the following page.]

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
JAY ZEMBOWER, 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

Attachment

- Exhibit A – Sample Invoice
- Exhibit B – Subgrantee List
- Exhibit C – Insurance requirements

JBN 3/31/25

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Exhibit A - Sample Invoice

Seminole Cultural Arts Council (SCAC) P.O. Box 28 Sanford, FL 32772-0028

Invoice No. **BCC24-25 1st**

INVOICE

Customer

Name Board of County Commissioners
 Address 1101 E 1st St
 City Sanford State FL ZIP 32771
 Phone _____

Misc

Date 9/16/2024
 Order No. _____
 Rep _____
 FOB _____

Qty	Description	Unit Price	TOTAL
1	1st Qtr 2024-25 arts contract payment (Oct-Dec 2024)	\$ 18,370.75	\$ 18,370.75
	Thank you for your continued support of art & culture in Seminole County		

SubTotal \$ 18,370.75

Shipping _____

Tax Rate(s) _____

TOTAL \$ 18,370.75

Payment

Comments _____
 Name _____
 CC # _____
 Expires _____

Office Use Only

The Seminole Cultural Arts Council is a catalyst for the preservation of local cultural and historic heritage, including performing, literary, and visual arts and sciences, and serves to sustain, develop and advance the cultural life of Seminole County. Email info@seminoleculturalarts.org. Find us at www.seminoleculturalarts.org and on FaceBook.

EXHIBIT B
SUBGRANTEE LIST

Subgrantee Name	Contact	Amount of Funding Awarded	Purpose of the Subgrant	Anticipated Outcome or Benefit

EXHIBIT C
SEMINOLE CULTURAL ARTS COUNCIL, INC.
ARTS FUNDING AGREEMENT
INSURANCE REQUIREMENTS

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	\$ 500,000	Each Accident
	\$ 500,000	Disease Aggregate
	\$ 500,000	Disease Each Employee

B. Commercial General Liability Insurance:

	\$ 1,000,000	Per Occurrence
	\$ 2,000,000	General Aggregate
	\$ 2,000,000	Products and Completed Operations
	\$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

	\$ 1,000,000	(Any Auto or Owned, Hired, and Non-Owned Autos)
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~~ End Exhibit C ~~