

**RITZ COMMUNITY THEATER PROJECTS, INC.
D/B/A WAYNE DENSCH PERFORMING ARTS CENTER
FUNDING AGREEMENT
(FISCAL YEAR 2024-2025)**

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 **RITZ COMMUNITY THEATER PROJECTS, INC.**, a Florida Not For Profit corporation, d/b/a **WAYNE DENSCH PERFORMING ARTS CENTER**, whose mailing address is 201-203 S. Magnolia Avenue, Sanford, Florida 32771, in this agreement referred to as “WDPAC”.

W I T N E S S E T H:

WHEREAS, WDPAC, is a non-profit organization dedicated to providing accessible entertainment and fostering opportunities for participation in arts and cultural activities; and

WHEREAS, WDPAC located in the historic downtown area of Sanford, Florida, and serves as the region’s premier entertainment venue, offering a diverse range of performances including theatrical productions, concerts, and special events; and

WHEREAS, the mission of WDPAC is to foster a culture of diversity and inclusion while delivering memorable experiences that engage, inspire, and entertain audiences of all ages, thereby contributing to the cultural enrichment and artistic development of Seminole County;

WHEREAS, COUNTY recognizes that promoting the arts and cultural activities serves an important public purpose, benefiting the citizens of Seminole County, Florida; and

WHEREAS, COUNTY has appropriated funds to support this purpose and has selected WDPAC to receive these funds to further its mission of promoting the arts;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and representations contained in this Agreement by and between the parties, COUNTY and WDPAC 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 retroactive from October 1, 2024 through September 30, 2025, the date of signature by the parties notwithstanding.

Section 3. Services. WDPAC shall use funds from this Agreement to support the development and awareness of arts and cultural activities within Seminole County, as detailed in Exhibit A, the Scope of Services, which is hereby incorporated by reference into this Agreement. These funds will supplement other funds previously committed by WDPAC to Seminole County activities.



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 WDPAC 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 WDPAC after WDPAC has received notice of termination. Upon the termination of this Agreement, WDPAC 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, 8, and 10 survives the term of this Agreement as a whole.

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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 WDPAC or WDPAC's officers, employees, or agents. WDPAC 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) WDPAC 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 WDPAC, 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 (2024).

(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 financial assistance to WDPAC in the amount of TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00) on a quarterly basis up to the maximum sum of FIFTY THOUSAND DOLLARS (\$50,000.00) annually. The parties hereby agree that the funds provided in this Agreement shall be granted to and used by WDPAC as set forth in Exhibit A, attached and incorporated in this Agreement by reference.

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 WDPAC identifying the amount for which WDPAC seeks payment from COUNTY; and

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

(b) Payment requests must be sent to:

Seminole County Leisure Tourism
Attention: Karen Aplin, Program Manager
Email address: kaplin@seminolecountyfl.gov

(c) Invoicing procedures are attached and incorporated to this Agreement as Exhibit B.

Section 8. Reporting Requirements.

(a) In the performance of this Agreement, WDPAC shall maintain books, records, and accounts of all activities in compliance with standard accounting procedures.

(b) WDPAC shall provide to COUNTY a quarterly report by the tenth (10th) business day following the final month of each calendar quarter.

(c) In addition to the reporting requirements found herein, WDPAC shall also comply with all the reporting requirements as set forth in Exhibit C, Reporting Requirements.

Section 9. Public Records Law.

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

(c) IF WDPAC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE WDPAC's DUTY TO PROVIDE

PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT KAREN APLIN, PROGRAM MANAGER AT kaplin@seminolecountyfl.gov OR 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.

(d) 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 10. Audit. WDPAC shall be subject to an annual audit report for the term of the Agreement. WDPAC shall submit an annual tax return to COUNTY on or before the one hundred twentieth (120th) day following the final month of their respective fiscal year or within one hundred twenty (120) days following the termination of this Agreement as set forth in Section 4 in this Agreement, whichever occurs earlier.

Section 11. 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, FL 32771

With a copy to:

Seminole County Leisure Tourism Program
Manager
1101 East 1st Street
Sanford, Florida 32771

For WDPAC:

President
Ritz Community Theater Projects, Inc. d/b/a Wayne Densch Performing Arts Center
201-203 S. Magnolia Avenue

Sanford, Florida 32771

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

Section 12. 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 WDPAC.

Section 13. 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 14. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, WDPAC 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 WDPAC as provided hereinabove.

Section 15. Conflict of Interest.

(a) WDPAC 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) WDPAC hereby certifies that no officer, agent, or employee of COUNTY has any material interest, as defined in Section 112.312(15), Florida Statutes (2024), as over 5%, either directly or indirectly in the business of WDPAC, 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 (2024), WDPAC 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 written above.

ATTEST:

RITZ COMMUNITY THEATER
PROJECTS, INC. d/b/a WAYNE DENSCH
PERFORMING ARTS CENTER

Witness

Print Name

Witness

Print Name

By: _____
KATHRYN TOWNSEND, President

Date: _____

[Signatures and attestations continue on the following page.]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

GLK

9/18/24 10/20/24 10/29/24

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Attachments:

Exhibit A – Scope of Services

Exhibit B – Sample Invoice

Exhibit C – Reporting Requirements

Exhibit D – Affidavit of Non-Coercion for Labor and Services

Exhibit A: Scope of Services

Overview

This exhibit outlines the scope of services to be provided by the Wayne Densch Performing Arts Center (WDPAC) under the Funding Agreement. While WDPAC is not required to perform every service listed, it shall host some combination of the services articulated below. The objectives of this scope are for WDPAC to provide affordable entertainment, enable community participation and education in arts and cultural activities, maintain its historic venue, increase awareness of arts and cultural resources, and further these goals in partnership with relevant nonprofit organizations throughout the County.

1. Provide Affordable Entertainment and Quality Participation or Educational Opportunities in Arts and Cultural Activities

1.1. Implement a Diverse Programming Schedule:

- Curate a variety of performances, including theater productions, concerts, film screenings, workshops, and educational events that cater to diverse audiences, providing the widest breadth of genres, styles, and national origins of content
- Offer discounted ticket prices for targeted demographics such as students, senior citizens, residents with disabilities, and low-income families to ensure accessibility to all members of the community
- Host free community events and open rehearsals to further eliminate financial barriers to participation.

1.2. Support Local Artists and Performers:

- Collaborate with local artists, schools, and cultural groups to provide them with logistical and/or financial opportunities to showcase their talents on a professional stage
- Offer residency programs, workshops, and masterclasses led by professionals to help local artists develop their skills and connect with audiences

1.3. Educational Outreach and Engagement:

- Partner with local schools and educational institutions to offer arts education programs, field trips, and interactive workshops that introduce students to performing arts
- Develop a volunteer program that provides hands-on experience in arts administration, production, and technical theater, fostering community involvement and learning from the backstage perspective

2. Maintain Historic Venue

2.1. Preservation and Restoration Efforts:

- Use a portion of the funds for ongoing maintenance and preservation of the historic architecture and features of the WDPAC, ensuring it remains a community landmark
- Conduct regular assessments of the building's structural integrity and prioritize repairs that preserve the historic character of the venue

2.2. Enhancing Visitor Experience:

- Upgrade seating, lighting, and sound systems to enhance audience comfort and improve the quality of performances, while maintaining the venue's historic ambiance
- Implement accessibility improvements to ensure the venue is inclusive of all patrons, including those with disabilities

2.3. Community Involvement in Venue Preservation:

- Offer behind-the-scenes tours, educational talks, and workshops about the history and preservation of the theater, fostering community pride and awareness of the venue's heritage
- Create volunteer opportunities for community members to participate in preservation efforts, such as historical research, fundraising events, or maintenance activities

3. Facilitate the Development and Awareness of Arts and Cultural Activities

3.1. Community Arts Programs and Initiatives:

- Establish or continue to support promotion of community arts programs, such as arts festivals, exhibitions, and cultural fairs, that celebrate local talent and encourage public participation
- Develop initiatives that specifically target underrepresented communities within those communities, ensuring that all residents have access to and are aware of cultural opportunities

3.2. Public Art and Performance Opportunities:

- Partner with local businesses and public spaces to facilitate public art installations, pop-up performances, and other creative expressions that bring the arts into population dense parts of our community
- Support the development of outdoor performance spaces and mobile art units that can travel to various locations within Seminole County, reaching residents who may not regularly attend the theater

3.3. Arts Education and Advocacy:

- Collaborate with schools, libraries, and community organizations to integrate arts education into broader educational and community programs, thereby highlighting the value of the arts
- Advocate for the arts within local government and community forums, emphasizing their role in economic development, education, and community well-being

3.4. Marketing and Outreach:

- Develop targeted marketing campaigns, utilizing social media, local media, and community partnerships to raise awareness of WDPAC's events and programs
- Create a community arts calendar that consolidates information about all arts and cultural activities in Seminole County, making it easier for residents to find and participate in events. This may be done in partnership with the County's Leisure Tourism Division and other municipalities

4. Utilizing Funds to Further Objectives

4.1. Allocation of Funds:

- Funds will be allocated to support the above initiatives, including programming, venue maintenance, educational outreach, marketing efforts, and the facilitation of arts and cultural development within the community
- A detailed budget will be developed, outlining the specific use of funds for each initiative to ensure transparency and accountability

4.2. Monitoring and Reporting:

- WDPAC will implement a monitoring and evaluation framework to assess the effectiveness of funded activities, including attendance metrics, community feedback, and financial audits
- Regular reports – both quarterly and annually, will be submitted to Seminole County, detailing the progress made toward achieving the outlined objectives and how funds are contributing to these goals (see Exhibit C for more details)

4.3. Sustainability Planning:

- Develop a sustainability plan to ensure the ongoing viability of programs and maintenance efforts, including identifying additional funding sources, such as donations, and sponsorships
- Leverage the success of funded initiatives to attract further investment and community support, reinforcing the WDPAC's role as a cultural hub for Seminole County.

Exhibit B: Invoicing

Overview: Pursuant to the Funding Agreement between the County and the Wayne Densch Performing Arts Center (WDPAC) for Fiscal Year 2024-2025, the County agrees to provide financial assistance to WDPAC in the amount of TWELVE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$12,500.00) on a quarterly basis, up to the maximum sum of FIFTY THOUSAND DOLLARS (\$50,000.00) for the fiscal year. This exhibit outlines the invoicing procedures and requirements for WDPAC to receive funds under the Agreement.

1. Invoicing Procedures

1.1. Quarterly Invoicing:

- WDPAC shall submit invoices on a quarterly basis for the amount of TWELVE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$12,500.00).
- WDPAC must submit invoices fifteen (15) days after the end of each fiscal quarter for FY 2024-2025. The invoicing schedule is as follows:
 - **Q1 Invoice:** Due by December 15, 2024
 - **Q2 Invoice:** Due by March 15, 2025
 - **Q3 Invoice:** Due by June 15, 2025
 - **Q4 Invoice:** Due by September 15, 2025

1.2. Required Documentation:



- Each invoice shall include a detailed summary of expenses incurred, demonstrating that the funds are being utilized in accordance with the scope of services outlined in Exhibit A.
- The summary should include, but is not limited to, the following categories: programming costs, maintenance and preservation of the venue, marketing and outreach efforts, community engagement initiatives and operational expenses to carry out these activities.

1.3. Submission Process:

- Invoices and supporting documentation shall be submitted electronically to kaplin@seminolecountyfl.gov, as specified in the Funding Agreement.
- A confirmation of receipt will be provided by the County upon successful submission of each invoice.

2. Payment Terms

2.1. Payment Timeline:

- The County shall review and process the invoice within thirty (30) days of receipt. Payment will be disbursed within forty-five (45) days of approval.
- If discrepancies or additional information be required, the County will promptly notify WDPAC to resolve issues, aiming to avoid any payment delay.

2.2. Annual Funding Cap:

- Payments may continue on a quarterly basis until the maximum sum of FIFTY THOUSAND DOLLARS (\$50,000.00) has been disbursed for FY 2024-2025.
- WDPAC shall not submit invoices or request payments that exceed the annual funding cap outlined in this Agreement.

3. Use of Funds

3.1. Compliance with Scope of Services:

- WDPAC shall ensure that all funds received under this Agreement are used exclusively for the purposes outlined in Exhibit A, including providing affordable entertainment, maintaining the historic venue, developing awareness of the arts, and facilitating the development of arts and cultural resources within Seminole County.
- No funds may be used for purposes outside the agreed scope of services without the County's explicit written authorization.

3.2. Recordkeeping and Reporting:

- WDPAC shall maintain accurate financial records and documentation of all expenditures related to the use of the funds provided under this Agreement.
- WDPAC shall provide the County with an annual report due on the 120th day following the final month of each fiscal year summarizing the use of funds and the outcomes achieved, as per the reporting requirements outlined in Exhibit C.

4. Adjustments and Reconciliations

4.1. Adjustments:

- Should there be any overpayment or underpayment, WDPAC and the County shall work together to reconcile the difference in the subsequent invoice period.

4.2. Reallocation of Funds:

- Any request for reallocation of funds outside of the agreed upon fund amounts must be submitted to the County in writing for approval prior to making such changes.

4.3. Refunds:

- If any funds are unspent or not used in compliance with the terms of this Agreement, WDPAC shall refund the unused portion to the County within thirty (30) days of the end of the Agreement term.

Exhibit C: Reporting

Overview

This exhibit outlines the reporting requirements for the Wayne Densch Performing Arts Center (WDPAC) under the Funding Agreement with Seminole County for Fiscal Year 2024-2025. WDPAC is required to submit quarterly reports to ensure compliance with the terms of the Agreement and to demonstrate that funds are being used in accordance with the scope of services outlined in Exhibit A.

1. Quarterly Reporting Requirements

1.1. Submission Deadline:

- WDPAC shall submit quarterly reports by the tenth (10th) business day following the final month of each calendar quarter. For FY 2024-2025, the reporting schedule is as follows:
 - **Q1 Report:** Due by the 10th business day after December 31, 2024
 - **Q2 Report:** Due by the 10th business day after March 31, 2025
 - **Q3 Report:** Due by the 10th business day after June 30, 2025
 - **Q4 Report:** Due by the 10th business day after September 30, 2025

1.2. Report Content:

- Each quarterly report shall include the following components:
 - **Financial Summary:** A detailed financial report showing the expenditure of funds received from the County, demonstrating how these funds were allocated to support the services and activities outlined in Exhibit A.
 - **Activity Summary:** A summary of all programs, events, and activities conducted during the quarter, including attendance figures, community engagement efforts, and exposure to new arts/cultural themes or other educational outcomes related to the scope of services.
 - **Compliance Statement:** A statement confirming that all activities and use of funds are in compliance with the terms set forth in the Funding Agreement, including adherence to the standard of services expected by the County.
 - **Performance Metrics:** Metrics that measure the effectiveness of the funded activities, such as participant demographics, satisfaction surveys, and impact assessments defined but not limited to: increased art engagement and cultural awareness, social connection awareness, economic impact, sustainability engagement, legacy and influence to landscape changes and cultural heritage.

1.3. Submission Process:

- Reports shall be submitted electronically to as specified kaplin@seminolecountyfl.gov, as specified in the Funding Agreement.
- The County will confirm receipt after each report is successfully submitted.

2. Books, Records, and Compliance

2.1. Maintenance of Records:

- WDPAC shall maintain complete and accurate books and records of all financial transactions, activities, and other matters related to the performance of services under the Agreement.
- Records must be retained for a minimum of five (5) years following the end of the Agreement term, or longer if required by law.

2.2. Access to Records:

- The County reserves the right to inspect, audit, and copy WDPAC's books, records, and documentation related to the Agreement at any time upon reasonable notice.
- WDPAC shall provide access to all relevant documents and shall cooperate fully with any audits or inspections conducted by the County or its designated representatives.

2.3. Compliance with Standard Services:

- WDPAC shall ensure that all activities and services provided under this Agreement are performed in accordance with industry standards and best practices.
- WDPAC shall promptly address any deficiencies identified by the County and implement corrective actions as necessary to meet the required standards.



3. Annual Reporting

3.1. Annual Audit Report:

- In addition to the quarterly reports, WDPAC shall submit an annual audit report that provides a comprehensive summary of all activities, financial expenditures, and outcomes for the entire fiscal year. This report must include a detailed review of all services provided, a full financial accounting of the funds received and expended under the Agreement, and an assessment of the overall impact of the funded activities. The annual report must be submitted within 120 days following the end of fiscal year.

3.3. Reconciliation and Feedback:

- The County will review the final report and provide feedback or request additional information as needed. WDPAC shall cooperate with any final reconciliation processes to ensure all funds were appropriately used and accounted for.

Exhibit D: Affidavit of Non-Coercion for Labor and Services

As required by section 787.06, Florida Statutes, nongovernmental organizations must attest that they do not use coercion for its labor and services. Therefore, pursuant to law, I attest to the following:

- A. I, as an officer or representative of a nongovernmental entity, *attest under penalty of perjury* that my company or organization does not use coercion for labor or services.
- B. The term “coercion” as used in subsection A above includes using or threatening to use physical force against any person; restraining or isolating any person without lawful authority and against their will; using or lending credit methods to establish a debt with labor or services as security, without applying the value of such labor or services towards the debt; destroying, concealing, or withholding identification or immigration documents; causing financial harm or threatening to do so; enticing or luring any person through fraud; and providing controlled substances for the purposes of exploitations.
- C. This affidavit is provided to Seminole County in compliance with the requirements set forth in section 787.06, Florida Statutes, concerning contracts executed, renewed, or extended between a governmental entity and a nongovernmental entity.

I declare that I have read the foregoing **Affidavit of Non-Coercion for Labor and Services** and that the facts stated in it are true to the best of my knowledge and belief.



By: _____
KATHRYN TOWNSEND, President

Date: _____