

**CITY OF ORLANDO**  
**FUNDING AGREEMENT FOR FISCAL YEAR 2014 TO 2015**  
**WITH UNITED ARTS OF CENTRAL FLORIDA, INC.**

***THIS FUNDING AGREEMENT***, ("Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF ORLANDO, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, ("the City"), and **UNITED ARTS OF CENTRAL FLORIDA, INC.**, a Florida not for profit corporation ("the Agency").

**WITNESSETH THAT:**

***WHEREAS***, the Agency has applied to the City for a donation of funds in order to provide such services and programs (collectively the "Services") as are set forth on **Exhibit "A"** attached hereto and incorporated herein by this reference; and

***WHEREAS***, these Services benefit, in whole or in part, the citizens of the City; and

***WHEREAS***, the City has determined that there is a public need for such Services and that a valid public purpose in promoting the general health, welfare and safety of the citizens of the City would be served by funding the Services; and

***WHEREAS***, in order to serve the public need and in furtherance of the public purpose, the City has appropriated funds to be granted to the Agency for providing such Services; and

***WHEREAS***, the parties mutually desire to enter into this Agreement whereby the Agency will receive and disburse the aforementioned funds of the City for the purpose of providing the Services in accordance with the terms and conditions set forth herein; and

***WHEREAS***, the Agency has available the necessary qualified and trained personnel, facilities, materials and supplies to perform the Services set forth in this Agreement;

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

1. **INCORPORATION OF PREAMBLE.** The preamble of this Agreement set forth above is true and correct and is incorporated herein by this reference as if fully set forth below.

2. **FUNDING.** The City has appropriated for the period commencing October 1, 2014, and ending September 30, 2015, the total sum of **Four Hundred Twenty-Seven Thousand Seven Hundred Ninety-One and 00/100 Dollars (\$427,791.00)** to be administered and disbursed by the Agency solely for the purposes set forth herein (hereinafter "Funds"). The

amount of the Funds is based upon a per capita formula of \$1.77 per person. The Agency acknowledges that it is the City's intent to fund the Agency in FY 2014-2015, and in years thereafter, at an amount to be determined by the City based on a per capita or other funding formula that is equitable or equivalent to other government agencies in the region. The Agency agrees to provide and perform the Services in accordance with the terms and conditions set forth herein.

3. **PAYMENTS.** The City's contribution shall be made to the Agency in one payment of **Four Hundred Twenty-Seven Thousand Seven Hundred Ninety-One and 00/100 Dollars (\$427,791.00)**, unless otherwise approved and authorized in writing by the Chief Administrative Officer and the Chief Financial Officer of the City. Payment by the City shall be contingent upon: (a) receipt and approval by the City of the progress and financial reports specified in Paragraph 4 below; (b) inclusion of the audit provisions set forth in Paragraph 7 below in sub-recipient agreements; (c) compliance by the Agency with any and all requirements, terms and conditions contained in this Agreement; and (d) the continuing faithful performance of all of the provisions of this Agreement, including the provision of Services, by the Agency. Contingent upon all requirements having been met, the Funds will be disbursed by the City to the Agency in one lump sum payment of \$427,791.00 within thirty (30) days of the Effective Date.

4. **PROGRESS AND FINANCIAL REPORTING.** The Agency agrees to submit progress and financial reports on a quarterly basis to the City's Assistant to the Director in form and content acceptable to the Assistant to the Director in accordance with the schedule set forth on **Exhibit "B"** attached hereto and incorporated herein by this reference. At a minimum, subject to requests for additional information by the Assistant to the Director, such progress reports shall include an evaluation of the Services and must indicate the amount or level of Services provided to City of Orlando residents. Moreover, the quarterly reports shall be consistent with the Services detailed herein and shall identify expenditures associated with or related to the Funds. Failure to comply with the requirement for submission of such reports in form and content acceptable to the Assistant to the Director shall constitute grounds for termination of this Agreement and may result in the ineligibility of the Agency to receive contributions from the City. Completion of the prior year's reporting requirements, if any, and submission of all required annual financial statements are a prerequisite to receipt of any payment under this Agreement.

5. **501(C)(3) STATUS.** Agency represents and warrants to City that it has applied for and received tax exempt status from the United States Internal Revenue Service ("IRS") as a 501(C)(3) organization as evidenced by a determination letter from the IRS. A copy of the IRS letter approving Agency's tax exempt status shall be provided to the City prior to the distribution of any Funds to Agency. The Agency will maintain its tax exempt status with the IRS and its status as an active entity in good standing with the State of Florida throughout the term of this Agreement. If the Agency should, during the term of this Agreement, lose its IRS tax exempt status or its active or non-profit status with the State of Florida, it will immediately notify the City, and the City reserves the right to terminate this Agreement immediately and discontinue payments to the Agency.

6. **NONDISCRIMINATION.** The Agency agrees that it shall not unlawfully discriminate in the provision of Services. Agency shall provide Services without regard to race, color, creed, sex, sexual orientation, age, national origin, disability or marital status and in compliance with Chapter 57 of the Code of the City of Orlando, Title VII of the Civil Rights Act of 1964 as amended, and any and all other applicable federal, state or local laws, rules or regulations, whether presently existing or hereafter promulgated. Agency shall not use any portion of the Funds for religious instruction, worship, proselytizing, or any other unauthorized purpose.

7. **ACCOUNTING AND AUDIT.** The Agency will submit copies of its audited annual financial statements to the City as follows: (1) upon execution of this Agreement (or as soon thereafter as such statements are prepared) for the Agency's immediately preceding fiscal year and (2) thereafter for each fiscal year of Agency during which it receives or expends any Funds from the City under this Agreement such statements shall be submitted upon completion by the Agency which submission date shall not exceed one hundred eighty (180) days following the end of the Agency's fiscal year. For all financial statements and records related to the Funds, the Agency will utilize those accounting practices and procedures and maintain those records regarding receipts and disbursements of the Funds as are in accordance with generally accepted accounting principles (GAAP). All such records shall be open to inspection and audit by the Assistant to the Director or by the Assistant to the Director's designee during normal business hours during the term of this Agreement. Additionally, the Agency will maintain its books and records related to the Services provided utilizing the Funds, and the City will be entitled to audit such books and records, for a period of five (5) years from the date of the last payment under this Agreement. Any cost incurred by the Agency as a result of an audit shall be the sole responsibility of, and shall be borne by, the Agency. In addition, should the Agency provide any or all of the Funds to sub-recipients, then, and in that event, the Agency shall include in its written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the City or the City's designee to the same extent as those of the Agency.

8. **MONITORING.** The Agency will permit the City and the City's designees to monitor the Services to ensure compliance with the terms of this Agreement. The Agency shall, to assist in the monitoring of its Services, provide the City and the City's designees with access to all client records and such other information as the City may deem necessary. In the event of breach of this Agreement by Agency, the City reserves the right to pursue all legal and equitable remedies available to it including, but not limited to, the right to suspend or terminate payments under this Agreement and the right to restitution with respect to any Funds utilized by the Agency in a manner which is not in conformance with the terms of this Agreement. Agency shall make restitution to the City of any Funds not used in conformance with the terms of this Agreement within fifteen (15) days of demand by the City.

9. **TERMINATION.** This Agreement may be terminated by either party at any time, with or without cause, upon written notice to the other party. Said notice shall be delivered in the manner set forth in Paragraph 22 below. The termination of this Agreement shall not relieve the Agency from any obligations under this Agreement with respect to funds paid to the Agency prior to termination.

10. **INDEMNIFICATION.** The Agency agrees to indemnify, defend and save harmless the City from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with any or all of the following: (1) the acts or omissions of the Agency, its employees, officers, directors, sub-recipients or agents related to this Agreement, (2) the provision of any Services by the Agency, its sub-recipients or agents, or (3) the mere existence of this Agreement itself.

11. **NO WAIVER.** Continued performance by either party after a default or violation of any of the terms, covenants or conditions herein shall not be deemed a waiver of any right to terminate this Agreement or elect any other remedy or action, nor shall it be construed or act as a waiver for any subsequent default.

12. **CONSTRUCTION; SEVERABILITY.** This Agreement shall be construed in accordance with the laws of the State of Florida. It is agreed to by the parties that if any covenant, condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions contained herein.

13. **NONASSIGNABILITY.** The Agency may not assign its rights or obligations under this Agreement without the prior written consent of the Assistant to the Director, which assignment may be agreed to, denied, or conditioned in part or in whole as the Assistant to the Director deems appropriate in his or her sole discretion. A successor agency does not automatically have any rights to the Funds disbursed under this Agreement by its position as a successor. A successor agency must receive prior approval from the Assistant to the Director before it can receive Funds. Failure to comply with this section may result in immediate termination of this Agreement.

14. **THIRD PARTY BENEFICIARY.** This Agreement is solely for the benefit of the parties signing hereto and no right, nor any cause of action shall accrue to or for the benefit of any third party.

15. **NO JOINT VENTURE.** It is mutually understood and agreed that nothing contained in this Agreement is intended to or shall be construed as creating, or shall in any way create or establish a relationship as partners or joint venturers between the parties hereto or constitute the Agency as the agent or representative of the City for any purpose or in any manner whatsoever.

16. **VENUE.** Exclusive venue in any action to construe or enforce the provisions of this Agreement shall be in the circuit court of and for Orange County, Florida and shall be governed by the laws of the State of Florida. The Agency agrees to notify the City in writing within ten (10) business days of the occurrence of any incident or action such as, but not limited to, lawsuits, injuries, or allegations of abuse or neglect filed against the Agency, related to the Services provided under this Agreement.

17. **CORPORATE TABLE/TICKETS.** In the event the Agency holds a fundraising event, the Agency agrees to give the City, upon its request, up to the number of tickets available to a top level event sponsor at no cost in consideration of the contribution provided to the Agency under this Agreement. This provision may be waived by the Assistant to the Director.

18. **CREDITS.** The Agency will give written credit to the City as a sponsor/financial supporter in all acknowledgements, brochures, catalogues, invitations, press releases, printed materials, and all other marketing, promotions and advertising related to the Services. The form and manner of such written credit shall be mutually agreed to by the parties. This provision may be waived by the Assistant to the Director.

19. **ATTENDANCE AT ANNUAL NEIGHBORHOOD AND COMMUNITY SUMMIT.** The Agency will send a representative(s) to participate in the annual City of Orlando Mayor's Neighborhood and Community Summit. The Agency shall be responsible for any Summit registration fees and costs associated with attending this annual Summit. The purpose of the Summit is to bring together, human services, arts & cultural, civic, community-based, faith-based and neighborhood leaders to gain insight on innovative and exciting City initiatives, discuss community building opportunities and create partnerships that contribute to a vibrant city. This provision may be waived by the Assistant to the Director.

20. **INSURANCE.** The Agency will have in force during the term of this Agreement the insurance coverages listed below. Current and valid certificates of insurance for said insurance coverages will be provided to the Assistant to the Director upon execution of this Agreement by the Agency. Upon the expiration or modification of such certificates of insurance, the Agency shall provide continuing proof of insurance to the Assistant to the Director for the coverages listed below. The insurance coverages shall contain a provision that forbids any cancellation, changes or material alterations in the coverages without providing thirty (30) days written notice to the City (except for cancellation of a policy for non-payment which may provide for a minimum of ten (10) days notice to the City).

a. **Commercial General Liability --** The Agency will provide and maintain a commercial general liability policy with limits of not less than \$1,000,000 per occurrence and in the aggregate, for bodily injury and property damage.

b. **Automobile Liability --** The Agency will provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$500,000 per occurrence, combined single limits for bodily injury and property damage.

c. **Workers' Compensation --** The Agency will provide full and complete Workers' Compensation coverage as required by Florida state law, as well as Employer's Liability coverage of not less than \$100,000.

d. **Employee's Honesty Insurance (Fidelity Insurance) --** The Agency will provide coverage of not less than \$10,000 per occurrence.

21. **ENTIRE AGREEMENT.** This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed to by the parties. No other agreement, oral or written, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

22. **NOTICE.** Any and all notices to be delivered hereunder shall be in writing and shall be deemed to be delivered:

- (i) when hand delivered to the person hereinafter designated,
- (ii) on the date of deposit in the United States Mail, return receipt requested, or
- (iii) on the date such notice is given into the possession of a national delivery company, including but not limited to Federal Express, for delivery requiring signature acceptance,

addressed to a party at the address set forth below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith. The Assistant to the Director shall have full authority to send all notices related to this Agreement on behalf of the City. The parties' addresses are as follows:

City: City of Orlando  
Attention: Patricia Newton, Assistant to the Director  
Office of Community Affairs  
400 South Orange Avenue, 2nd Floor  
Orlando, Florida 32801  
Telephone: 407-246-3449

Agency: Flora Maria Garcia, President & CEO  
United Arts of Central Florida, Inc.  
2450 Maitland Center Parkway, Suite 201  
Maitland, FL 32751-4140  
FloraMaria@UnitedArts.cc  
Phone: 407.628.0333, extension 225  
Fax: 407.628.9110

with a copy to : Juliana Steele  
Vice President of Administration & CFO  
2450 Maitland Center Parkway, Suite 201  
Maitland, FL 32751-4140  
Juliana@UnitedArts.cc  
Phone: 407.628.0333, extension 226  
Fax: 407.628.9110

***IN WITNESS WHEREOF***, the parties hereto have executed these presents and have set their hands and seals the day and year first above written.

**CITY OF ORLANDO, FLORIDA**

BY \_\_\_\_\_  
Mayor/Pro Tem

ATTEST:

\_\_\_\_\_  
Alana C. Brenner, City Clerk

APPROVED AS TO FORM AND LEGALITY,  
for the use and reliance of the  
City of Orlando, Florida only.  
\_\_\_\_\_, 2014

\_\_\_\_\_  
Chief Assistant City Attorney  
City of Orlando, Florida

**UNITED ARTS OF CENTRAL FLORIDA, INC.**

a Florida not for profit corporation

By: \_\_\_\_\_  
Signature of Authorized Representative/Officer

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Federal ID Number \_\_\_\_\_

STATE OF FLORIDA        }

COUNTY OF ORANGE       }

***PERSONALLY APPEARED*** before me, the undersigned authority,  
\_\_\_\_\_, [ ] well known to me or [ ] who has produced his/her  
\_\_\_\_\_ as identification, and known by me to be the  
\_\_\_\_\_ of the agency named above, and acknowledged  
before me that he/she executed the foregoing instrument on behalf of said agency as its true act and  
deed, and that he/she was duly authorized to do so.

***WITNESS*** my hand and official seal this \_\_\_\_\_ day of  
\_\_\_\_\_, 2014.

\_\_\_\_\_  
NOTARY PUBLIC

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



## **EXHIBIT “A”**

### **AGENCY’S SCOPE OF SERVICES FOR FISCAL YEAR 2014-2015**

#### **UNITED ARTS OF CENTRAL FLORIDA, INC.**

##### **PROGRAM(S) FOR WHICH THE FUNDING IS REQUESTED:**

(Please provide specific units of service)

The mission of United Arts of Central Florida (United Arts) is to: Enrich communities by investing in art, science and history.

Core values: **Trust, Professionalism, Excellence, Inclusion, and Leadership.**

United Arts’ work involves three primary areas: fundraising, grants and arts education, and capacity building and technical assistance.

#### **Fundraising**

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##### **Development**

United Arts is a dynamic collaboration of 8 local and state governments, 108 corporations, 5 foundations and 3,061 individual donors whose efforts ensure that art, science and history will continue to play a meaningful role in our communities. Fundraising is done through a multi-pronged approach incorporating the staff expertise of a professional development officer with the community expertise of the Chair of our Development Committee. Funds raised support United Arts’ grant programs, arts education programming for K-12 students, and capacity-building services for the cultural community. In addition, United Arts raises designated contributions for arts and cultural organizations through our annual Collaborative Campaign for the Arts and project funds for Central Florida organizations through our crowd funding portal called power2give.

##### **Collaborative Campaign**

United Arts’ Collaborative Campaign for the Arts is held from February 1 – April 30 annually. The largest campaign of its kind in the country, during the campaign United Arts joins forces with its Large-budget Operating Support grantees to raise funds collectively in support of art, science and history. During the Collaborative Campaign, designated gifts to Large-budget Operating Support grantees are incentivized with a 15% match by United Arts. In FY13, over \$1.99 million was raised during the Collaborative Campaign, and 52 arts, science and history organizations shared over \$1.75 million in designated private sector support. In addition, \$257,259 in matching funds was shared by 14 Large-budget Operating Support grantees and 3 community partners. In FY14, two additional organizations are participating in the Collaborative Campaign and are eligible for matching funds. During the Collaborative

Campaign, United Arts accepts donations to any and all of the region's 501(c)3 cultural organizations.

#### Workplace Giving

United Arts encourages corporate and employee support of the cultural community through workplace giving campaigns. Held throughout the four-county region, campaigns can include on-site presentation by a United Arts representative, live performances, demonstrations and incentives and premiums for campaign participation. Workplace giving sites range from 100+ personnel locations to offices of one. In 2014, United Arts will run 35 employee-giving campaigns and give presentations at 65 locations.

#### power2give

power2give is an online giving portal that will allow nonprofit arts and cultural organizations to solicit project-specific funding in a new and creative way. Started by the Arts and Sciences Council in Charlotte, the site is now live in 14 communities and has raised an aggregate of \$2.4 million with 10,970 donations supporting 1,184 projects. Impressively, donor demographics to date show that 46% of power2give donors have never given to the arts organization whose project they are now helping to fund. The site is a new and innovative way to raise project funds for the arts and cultural community as well as a source of earned income for United Arts.

In FY13, United Arts launched power2give in Central Florida. Hosted by United Arts, we work closely with arts organizations to encourage them to be creative with their projects and attract funding for their critical needs. United Arts has also raised matching funds to help donor dollars go farther. To date, over \$103,000 in project funds and \$47,500 in matching funds have been raised to date with 785 donors supporting 54 projects throughout the region.

### ***Grantmaking and Arts Education Programming***

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#### **Grants**

United Arts has awarded over \$1.38 million in grants to 53 organizations so far in FY14. Additional Mini Grants and individual artist grants will be awarded in June, bringing the total grants awarded over \$1.4 million. United Arts' grant funding supports a variety of cultural organizations that offer a diverse array of cultural experiences to residents and visitors in Central Florida.

#### Operating Support Grants (OS)

Forty-three cultural organizations in Central Florida received \$1,370,231 in Operating Support Grants for public programming in 2014. The OS grant process includes a comprehensive evaluation that provides accountability as well as recommendations for strengthening the organizations. Each organization is assessed in artistic merit, management and fiscal responsibility, and service to the community. In FY14, 17 organizations in the City of Orlando were awarded grants totaling \$1,047,406, representing 76.44% of the grant pool.

### Mini-Grants

Mini-Grants are open to nonprofit organizations with a focus on organizations with operating budgets under \$25,000. Grants are awarded three times each year. Eligible organizations will have been in existence for one year or more and provide cultural programming in Central Florida. In FY14, so far, \$15,532 has been awarded to ten organizations; \$4,468 remains to be awarded in the final round of FY14. Two organizations in the City of Orlando have been awarded Mini grants totaling \$4,282, representing 21.41% of the grant pool.

### Artists in Communities Grants (AC)

Artists in Communities Grants fund projects by artists in literature, film, performing arts or visual art, which offer a service to or collaboration with the community. For the 2014 grant round, United Arts received \$37,285 in requests from 19 applicants (including 13 City of Orlando artists). Grants totaling \$30,000 will be awarded in June 2014.

### **Education**

United Arts supports arts and cultural education for all ages in Central Florida. Through grants to cultural organizations and professional teaching artists, and through contracted programs in public schools and libraries, United Arts funding resulted in more than 697,000 cultural experiences for school-age children last year.

### School-Age Programs

United Arts collaborates with school boards and governments in Lake, Orange, Osceola and Seminole counties to coordinate arts education experiences for school-aged children during the school year. The partnership with Orange County Public Schools is the largest (providing over 100,000 student experiences last year) and has been in existence since 1989.

In FY14, United Arts received arts education funding for the second year from the State of Florida to offer as matching funds for expansion into other counties. Last year, Orange County arts organizations provided over 13,000 student experiences in Osceola School District and over 2,000 student experiences in Seminole County library branches through this program.

School-aged arts education programs correlate to Sunshine State Standards and become an essential part of the school curriculum. Entire grade levels attend performances of the Ballet and Philharmonic at a performing arts center, an experience that can imprint on a child's mind for a lifetime. From concert etiquette to musical selections to ballet positions, teachers prepare students for weeks in advance for what they will see and hear. Other services include in-school assemblies, hands-on workshops, and field trips to theaters and museums – in every genre from history, science, visual art, dance, music, and theater.

### Arts Learning for Non-traditional and Underserved Audiences

In FY14, United Arts will award \$20,000 in Arts Engagement Grants to cultural organizations and professional teaching artists for programming in Orange County outside of a school atmosphere. This opportunity is geared toward reaching audiences that would not normally receive arts education services, such as seniors and populations with limited access to such services.

#### Community Outreach

United Arts offers several services in support of arts education programming that include:

- Summer Camp Guide for parents, published in the March/April issue of *Orlando Arts Magazine*
- Educator's Guide for teachers, which is created in the fall
- Teaching Artist Training – United Arts sponsors this training offered by the Kennedy Center, Orlando Repertory Theatre and Orange County Public Schools. Artists who graduate this program provide residencies in schools that integrate the arts with other school subjects.
- Principals Appreciation Breakfast – this event brings together over 300 principals and community leaders to celebrate the arts in Orange County Public Schools and educate new teachers and administrators on the programming available and its importance.

### **Capacity Building, Collaborative Services and Technical Assistance**

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Our capacity building, collaborative services and technical assistance efforts include the facilitation and presentation of workshops on a wide range of administrative and programming topics, and the coordination of technical services that assist our cultural partners in working more effectively and efficiently.

#### Events Website

**In June 2014, United Arts will be re-launching the RedChairProject.com events website under the new name/brand Orlando365.org. The new site will be part of the Artsopolis platform. Designed and maintained by Silicon Valley Creative, Artsopolis is an events web-platform designed specifically to connect people to arts and entertainment across the country through a robust, easy-to-navigate events website. The new site will showcase arts and cultural events and experiences throughout the seven-county region. The new website platform will provide the capability to easily share content with tourism promoters and target cultural marketing efforts to regions where residents have sought out Orlando cultural events. In 2013, the events website had 30,125 visitors. Orlando residents made up 45% of the visitors, and 12.9% of site visitors were from outside of the US. The Tampa-St. Pete and Miami-Ft. Lauderdale regions were also regions with high interest in Orlando area cultural events.**

#### Orlando Arts Magazine (OAM)

*Orlando Arts Magazine* is United Arts' bi-monthly magazine, produced in partnership with Visit Orlando Inc. The magazine covers area arts & culture happenings and a cultural calendar and has a pass-on rate of 75,000. It is a donor premium for all contributions of \$50 or more.

OAM has partnered with Orlando International Airport and Visit Orlando Inc. to distribute 25,000 rack card brochures quarterly at the visitors' information centers at the airport, surrounding hotels, and arriving international visitors. The card provides Central Florida cultural highlights for a three-month time period.

OAM also partners with the cultural groups to provide an annual cultural summer camp guide. OAM provides complimentary compilation, editing and production of the piece and prints it in the March/April issue of the magazine. Including the guide within OAM expands the audience beyond Orange County via readership in Lake, Osceola, and Seminole counties, and beyond.

### **United ArtsCard**

**The United ArtsCard is a donor premium for United Arts donors of \$100 or more. The card provides the bearer with 2-for-1 or discounted ticket opportunity at a variety of local arts and cultural happenings. Discounted tickets opportunities encourage donors to try a variety of cultural events and expand their cultural repertoire.**

### **Workshops**

**United Arts hosts grant workshops for applicants of our three grants programs and applicants of Orange County's Cultural Tourism and Cultural Facilities Funding programs, information sessions on City of Orlando grants programs, and training sessions on power2give and the events website. We host community talk backs and town meetings and workshops on issues that impact the region's arts and cultural community and partner with the Central Florida Foundation to present the State of the Arts address.**

### **Community Database**

The Central Florida Arts and Cultural Community Database is a cooperative database that helps arts and cultural organizations understand behaviors of patrons, members and donors. It also serves as a tool for participating organizations to simplify mailing list creation, share lists and grow their audience base.

### **Grants Management Services**

United Arts partners with Orange County Arts & Cultural Affairs, serving as fiscal agent for the Cultural Tourism Funding and Cultural Facilities Funding programs. United Arts also coordinates information regarding attendance, participant demographics and the economic impact these funded organizations have on the community.

### **Research**

In 2011, United Arts participated in Americans for the Arts' Arts & Economic Prosperity IV, a national study which reports on the impact that arts and culture on our local and national economy. Representatives from cultural agencies and organizations in Brevard, Lake, Orange, Osceola, Polk, Seminole and Volusia counties participated in this study, as well as the City of Orlando and the City of Winter Park. Published in 2012, the comprehensive study demonstrates that nonprofit arts and culture is a \$264 million industry in the Central Florida Region supporting 8,966 full-time equivalent jobs. 38.9% of those jobs are in

Orlando (3,487) representing 35.9% in total spending (\$94 million). Information on the study results is available on the United Arts website.

In 2013, for the first time, United Arts worked with Americans for the Arts to expand the study for the Central Florida region to include the creative industries. The Creative Industries Report includes nonprofit museums, symphonies and theaters, as well as for-profit film, architecture and advertising firms, and, unique to this area, the large number of artists employed in the theme parks in creative jobs. Central Florida boasts 7,995 arts related businesses representing 4.72% of all businesses in the area employing 35,475 people, 3.19% of total employment for the area. These numbers exceed national averages on all counts – 4.42% and 2.15% respectively.

United Arts Website and internet presence:

**United Arts' website ([www.UnitedArts.cc](http://www.UnitedArts.cc)) provides visitors with information on United Arts' grant programs and grantees (including links to grantee websites) and acknowledges our supporters and community partners. Displayed prominently on each page is our *Donate Now* button that visitors can click to make secure on-line donations. For arts organizations and artists, the site provides grant application guidelines for United Arts' grant programs and access to an application. As fiduciary for Orange County Arts & Cultural Affairs Grants, the grant guidelines and applications for the Cultural Tourism and Cultural Facilities Funding programs are also accessed through the United Arts website. Visitors can also download feature articles and UA Insider articles from the *Orlando Arts Magazine*, as well as subscribe to the magazine. United Arts also has a growing presence on Facebook ([www.facebook.com/unitedarts](http://www.facebook.com/unitedarts)), twitter ([www.twitter.com/unitedarts](http://www.twitter.com/unitedarts)).**

### Cultural Representation on Boards, Chambers, Agencies and Organizations

United Arts continues to participate and present at a variety of meetings and events that promote community-wide arts and cultural awareness.

### **Information Sharing**

#### Executive Directors' Meetings

United Arts hosts monthly meetings for the executive directors of the large budget category (formerly General Operating Support) grantees, on the third Wednesday of each month. At these meetings, information and ideas are shared to ensure that funded organizations are aware of and understand the importance of new initiatives and the reasons behind changes to existing ones as well as share ideas and experiences on changes in the industry and opportunities for collaboration.

### **Board Leadership**

Contributors to United Arts at the \$100,000 and higher level are eligible to designate a representative on the Board of Directors. The inclusion of our major supporters on the Board of Directors fosters greater understanding of and involvement in the direction of the organization. United Arts continues to engage community leaders in its work on committees, task forces, strategic planning, and grants review panels.

## **EXHIBIT “B”**

### **QUARTERLY REPORT SCHEDULE FOR FISCAL YEAR 2014-2015**

Quarterly progress and financial reports for the reporting periods indicated are due in the Office of Community Affairs on the due date specified. Progress reports should include information on the amount of Funds expended and the Services provided with Funds in accordance with the requirements contained in Paragraph 4 of the Agreement. As required by the terms of the Funding Agreement, the Agency will provide documentation supporting expenditures associated with or related to the Funds. If a quarterly report due date falls on a weekend or holiday, the quarterly report shall be due to the Office of Community Affairs on the next business day.

<u>Reporting Period</u>		<u>Due Date</u>
First Quarter	Oct. 1 to Dec. 31	January 15th
Second Quarter	Jan. 1 to Mar. 31	April 15th
Third Quarter	Apr. 1 to June 30	July 15th
Fourth Quarter	July 1 to Sept. 30	Oct. 15th

Reports may be sent by regular mail, e-mail or fax to:

City of Orlando  
Office of Community Affairs  
ATTN: Julie Tindall, Community Outreach Coordinator  
P. O. Box 4990  
Orlando, Florida 32802-4990  
E-MAIL: [julie.tindall@cityoforlando.net](mailto:julie.tindall@cityoforlando.net)  
FAX: (407) 246-3508

Agency acknowledges and understands that the quarterly reports required by this Agreement are a material provision of the Agreement and that the failure of Agency to submit a quarterly report when due shall constitute grounds by the City, in its discretion and in addition to any other right or remedy available to the City, to refuse to make any additional disbursements of Funds to the Agency until such report is filed in form and content acceptable to the City.