

Loch Haven Cultural Park Improvements

FY15 Cultural Facilities Funding - Orange County Arts & Cultural Affairs

City of Orlando Parks Division

Ms. Beth Gruber
1206 W Columbia Street
Orlando, FL 32805

O: 407-246-2287

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1206 W Columbia Street
Orlando, FL 32805

beth.gruber@cityoforlando.net
O: 407-246-2212

FollowUp Form

Basic Project Information

Project Name

Name of Project

Loch Haven Cultural Park Improvements

Project Description

Description of Project, as submitted on original application. Be sure to call out new or changed items. A change request form is required if you are changing project scope, dates, budget of 20% or greater per line item. (Form is available from UnitedArts.cc or Trudy@UnitedArts.cc)

PARK PLAZA

The centerpiece of the project is the construction of an open-air stage/plaza which will tie together the varied cultural facilities surrounding the central open space of Loch Haven Cultural Park and will provide a shared gathering / performance space for special events as well as for daily visitors.

WAY-FINDING SIGNS

Provision of a vehicular and pedestrian way-finding system that links the Loch Haven cultural destination to the existing downtown Orlando way-finding system and connects to the larger region.

EVENT BANNER INFRASTRUCTURE

Installation of street banner supports along the existing light standards on Princeton Street to facilitate increased awareness of events and special exhibitions inside Loch Haven Cultural Park.

Contacts for Email List

Please type names AND emails of each individual who should be included on email communications from either United Arts or Orange County regarding this request/grant (now and throughout the year), as well as other opportunities. Include yourself/grant preparer, if applicable. If you are applying with a fiscal sponsor, include contacts for BOTH the fiscal sponsor organization and the producing organization.

Beth Gruber
beth.gruber@cityoforlando.net

Confirm Contacts for Email List*

List of email contacts (for grant-related information) was submitted with application. Note any changes to contact list here. If no changes, indicate that.

no changes

Request Amount

\$124,000.00

Amount Awarded

\$124,000.00

Project Start Date

If changed from original application, be sure to call this out. A change request form is required if you are changing project scope, dates, budget of 20% or greater per line item.

06/01/2015

Project End Date

If changed from original application, be sure to call this out. A change request form is required if you are changing project scope, dates, budget of 20% or greater per line item.

02/28/2017

Project Purpose

Renovation

Introduction

AGREEMENT for Orange County Arts & Cultural Affairs

FY15 Cultural Facilities Funding**Award Agreement & First Payment Requirements**

THIS AGREEMENT DETAILS THE RESPONSIBILITIES OF UNITED ARTS OF CENTRAL FLORIDA, hereinafter referred to as the “AGENCY”, acting as fiscal agent for ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the “COUNTY” and YOUR ORGANIZATION, hereinafter referred to as the “CULTURAL PROVIDER,”

WITNESSETH:

WHEREAS, the CULTURAL PROVIDER has applied to the Orange County Arts & Cultural Affairs Advisory Council for a Cultural Facilities Funding grant from the Arts & Cultural Tourism Fund for the proposed project named within attached grant request;

WHEREAS, the COUNTY has determined that the proposed activities/project/services meet the Tourist Development Tax (TDT) and Cultural Facilities Funding requirements, the COUNTY has appropriated funds to be granted to the CULTURAL PROVIDER for such purposes; and

WHEREAS, the COUNTY has appropriated Tourist Development Tax revenues for the arts and has entered into an Agreement with the AGENCY whereby the AGENCY will receive and disburse said funds of the COUNTY to the approved CULTURAL PROVIDER for the purpose of cultural facility acquisition, equipping, renovation, or construction of cultural venue in Orange County, in accordance with the terms and conditions herein set forth; and

WHEREAS, the CULTURAL PROVIDER has available the necessary qualified and trained personnel, facilities, materials and supplies to perform such services and/or carry out such projects/activities as set forth in this Agreement.

WHEREAS, the CULTURAL PROVIDER has accepted the terms of this Agreement and the contract has been executed after the beginning of the Cultural Facilities Funding period, June 1, 2015, and no later than sixty (60) days after approval of this funding by the Board of County Commissioners, by July 30, 2015, or the award will be forfeited, and would require Arts & Cultural Affairs' consideration for re-approval.

NOW, THEREFORE, by signing this agreement, the CULTURAL PROVIDER agrees to comply with the terms and conditions set forth below and in the enclosures of this agreement, which includes the guidelines, application, revised scope, budget, and addenda (if applicable), grant award letter, and any stipulations herein.

1. Payment of Grant Funds

a) Payment Schedule*

CULTURAL PROVIDER shall receive award funding in three or more payments. See the end of this form for follow-up report/payment requirements.

The first payment--25%--shall be made upon receipt and approval of this online Agreement and required documentation, within 60 days of program period start--by July 30, 2015, or by the CULTURAL PROVIDER's project start date.

Second and subsequent payments--65%, based on a customized schedule and amounts necessary to meet the draw-down schedule, as specified by project milestones and AGENCY--shall be made by the halfway point of proposed project schedule, upon receipt and approval of the online form, FY15 Cultural Facilities 2nd Payment Requirements, and required documents.

The final payment--the remaining 10%--shall be made at the close of the project, and approval of the online form, FY15 Cultural Facilities Final Payment Requirements, and required documents; due no later than 45 days after the close of the project, to avoid forfeiture.

I understand and agree

b) Other Conditions*

This agreement is conditioned upon the AGENCY's receipt of FY15 Cultural Facilities Funding from the COUNTY. Funds may be held if the CULTURAL PROVIDER is not in full compliance with this agreement or has compliance issues outstanding from other grants or contracts with the AGENCY. The CULTURAL PROVIDER will be ineligible to receive future funding until all compliance issues are addressed satisfactorily.

I understand and agree

2. Use of Grant Funds

a) Program Grant Period and Project*

Program Grant Period is June 1, 2015 through February 28, 2017. Project Period--during which awarded project must occur--is between the project period dates listed in the grant application, as proposed by CULTURAL PROVIDER. Funds must be fully expended during this period.

I understand and agree

b) Encumbrance Period and Eligible Dates for Expenditures*

ENCUMBRANCE PERIOD: One year, or twelve (12) months of June 1, 2015 through May 31, 2016, during which match and TDT award dollars must be either obligated to pay for, or fully expended on project expenses.

- Grant recipients must encumber (commit or contract for) all County dollars prior to May 31, 2016.
- County funds may not be encumbered or expended prior to the beginning of the Program Period, Project Period or acceptance of the Grant Award Agreement by all parties.
- County funds may not be used to reimburse the CULTURAL PROVIDER for any activity that occurs prior to the contract having been accepted by all parties.

I understand and agree

c) Changes - Scope, Budget or Reporting*

It is required that this project be executed in accordance with the project dates, description and budget submitted in the CULTURAL PROVIDER's application. For any significant changes in project scope, or budget (20% or more in any line item of the Budget Summary), or project report due dates, CULTURAL PROVIDER must request permission from AGENCY in advance. Request does not confirm acceptance.

Changes may be requested in the First Payment Requirements section below, or via the "Change Request Form" available online during the project period. CULTURAL PROVIDER can contact AGENCY to discuss possible changes before submitting the form. Changes must be approved by AGENCY before the project moves forward. Changes may or may not affect the grant award amount, at the discretion of AGENCY and COUNTY.

I understand and agree

d) Changes - Project Extensions*

Changes may be requested in writing for an extension of project period, which must be approved by the Arts & Cultural Affairs Advisory Council, and may not exceed 120 days for any single extension. Submit request to AGENCY and the COUNTY at the earliest possible date, or at least two (2) months in advance of the required project end date.

Changes may be requested via the "Ask for a Change" link online during the project period. Request does not confirm acceptance.

I understand and agree

e) Matching of Grant Funds*

The CULTURAL PROVIDER must match dollar-for-dollar the grant amount received from COUNTY. **Matching funds must be from donations and grants specifically for this project.** Other COUNTY funds may not be used to match this COUNTY-funded project. All matching

funds (100 percent) must be confirmed or received by the CULTURAL PROVIDER before the first payment will be released. Matching funds must be 100% received and fully expended by the CULTURAL PROVIDER by the final payment request, by the end of the project period.

COUNTY grant funding cannot provide more than 50% of the CULTURAL PROVIDER's project budget. If the project budget is reduced such that grant constitutes more than 50% of the total expenses, or no longer meets the minimum cash match requirements, the CULTURAL PROVIDER must return the unmatched grant funds to AGENCY, on behalf of, and to be returned to COUNTY.

I understand and agree

e) Matching Funds - Requirements*

Matching Funds are required in equal to or greater than the amount awarded, according to the following limits:

- At least 50% must be cash match (from project-specific contributions, government appropriations, government or foundation grants, or applicant cash);
- Up to 50% of the match may be from irrevocable pledges. Outside of matching funds, pledges are not limited for the project.
- Up to 50% of the match may be from in-kind services. Outside of matching funds, in-kind services are not limited for the project.

Refer to Form C, Matching Funds Summary, as included in the grant application.

I understand and agree

f) Unallowable Expenses - Part 1*

CULTURAL PROVIDER may not spend COUNTY grant funds on:

- CULTURAL PROVIDER operational support (i.e., administrative salaries, travel, supplies, furniture and equipment), or administrative costs not specifically identified with the project
- Out-of-county staff travel
- Debt reduction; mortgage payments, past due debts, fines and penalties, interest;
- Expenditures for space rental, improvement, or maintenance not specifically identified with the project;
- Private entertainment, food and beverages, including alcohol;
- Lobbying expenditures or political activities;

I understand and agree

g) Unallowable Expenses - Part 2*

CULTURAL PROVIDER may not spend COUNTY grants funds on:

- Advertising that does not mention the specific project or omits required logos;
- Activities that are restricted to an organization's membership or other private or exclusive participation, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, handicap or marital status;
- Prizes or awards, scholarships, donations, regranting or endowment contributions;
- Feasibility studies;
- Expenditures related to project grants of the Cultural Tourism Funding;
- Expenditures incurred or obligated prior to or after the grant period, or prior to the execution of the Grant Award Agreement.

I understand and agree

3. Return of Grant Funds

a) Unused Funds--Unexpended/Unobligated or Unmatched Funds*

The CULTURAL PROVIDER shall return any portion of the grant award that is both unobligated and unexpended by the end of the project period, unless written approval has been requested and received from AGENCY to retain the unexpended or unobligated funds. AGENCY will deposit returned funds in the AGENCY's escrow account for TDT funding to return the funds to the COUNTY.

The CULTURAL PROVIDER shall return any portion of the grant award that is not matched in cash or in-kind expenditures for the project (as allowable, per Match Requirements).

I understand and agree

b) Reductions of Grant Award*

AGENCY reserves the right to reduce or withhold any and all payment(s), or to require the CULTURAL PROVIDER to return grant funds for any of the following reasons:

- i.) In the event the CULTURAL PROVIDER fails to fulfill the requirements of this agreement, until such time as AGENCY, within its judgment, is satisfied that the CULTURAL PROVIDER can fulfill the terms of this agreement;
- ii.) If any change, substitution or variance to the agreement shall occur without prior written approval of AGENCY.

AGENCY shall have the right to reduce its obligation under this agreement to the extent it judges the AGENCY or COUNTY damaged (which judgment shall be conclusive and binding upon the

CULTURAL PROVIDER), or AGENCY may terminate this agreement and thereafter have no further obligation to the CULTURAL PROVIDER.

I understand and agree

c) Causes beyond Grantee's Control*

If the CULTURAL PROVIDER is unable to complete the funded activities by virtue of any act or regulation of any public authority, or on account of war, labor difficulties, strikes, riots, epidemics, interruption of transportation services, acts of God, or any other cause beyond the CULTURAL PROVIDER's control, AGENCY shall be obligated to pay that portion of the amount stated above to the CULTURAL PROVIDER to the extent that the CULTURAL PROVIDER incurred expenses or obligations in connection with the activities, and only to the extent to which obligations could not otherwise be discharged due to the occurrence of one of the above circumstances; and likewise, the CULTURAL PROVIDER shall reimburse to AGENCY any amount advanced by AGENCY and not so expended or obligated to be spent to that extent stated herein.

I understand and agree

d) Deficits*

AGENCY shall not be responsible or liable for any deficit arising from the operation of the CULTURAL PROVIDER in the fulfillment of the funded project.

I understand and agree

4. Legal Compliance

a) Compliance with anti-terrorism laws in all activities*

CULTURAL PROVIDER has not knowingly and will not knowingly provide financial, technical, in-kind, or material support or resources to any individual or entity, or agent thereof, that it knows, or has reason to know, advocates, plans, sponsors, engages in, or has engaged in terrorist activity, including prohibited persons on a U.S. Government issued list (e.g., OFAC SDN list). None of the officers, directors, or affiliated organizations of CULTURAL PROVIDER, including subsidiaries, partners, or parent organizations, knowingly support or engage in terrorist activity.

I understand and agree

b) Equal Access/Opportunity & Nondiscrimination*

CULTURAL PROVIDER must provide equal access and opportunity in employment and services and may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity, or physical ability, in accordance with Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972 as amended (42 U.S.C. 2000d et seq.), the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, and any and all other applicable federal, state or local laws, rules or regulations, whether presently existing or hereafter promulgated. These compliance mandates prohibit discrimination in any program or activity receiving public funds.

I understand and agree

c) Public Access*

CULTURAL PROVIDER must provide that the facility allows public access during its normal operating hours.

I understand and agree

d) Fair Labor Standards*

The CULTURAL PROVIDER is required to conduct operations in compliance with Part 505 (29 CFR) Labor Standards on Projects or Productions Assisted by Grants from the National Endowment for the Arts as required by the U.S. Department of Labor (www.law.cornell.edu).

This includes the following federal regulations:

i.) Personnel employed on performing arts projects or productions that are financed in whole, or in part, under an AGENCY grant shall be paid not less than the minimum compensation for persons employed in similar activities.

ii.) No part of any project or production which is financed in whole, or in part, under an AGENCY grant will be performed or engaged in working conditions that are unsanitary, hazardous, or dangerous to the health and safety of the employee.

For further information contact the Administrator of the Wage and Hour Division, U.S. Department of Labor, (202) 219-8305.

I understand and agree

e) Drug-Free Workplace*

The CULTURAL PROVIDER shall execute projects, productions, workshops and programs in accordance with the requirements of the National Endowment for the Arts' regulations implementing Executive Order 12689, the Drug-Free Workplace Act of 1988 (<http://www.dol.gov/elaws/asp/drugfree/require.htm>).

I understand and agree

5. Acknowledgment & Communication

a) Acknowledgment*

CULTURAL PROVIDER must acknowledge the support from Orange County Government:

Use COUNTY's designated "leaper" logo for the office of Arts & Cultural Affairs AND use of the following statement wherever possible; if space is limited, the statement may be omitted. Logo may be resized, but remain in original proportion, full-color, high-resolution format whenever possible. A new "no background" version is also available.

The acknowledgment afforded to COUNTY should be at the same size that the CULTURAL PROVIDER would provide to any other donor of similar funding, and at a size that is legible, in the forms of:

- On a permanent sign constructed on the project site;

- On a temporary signage displayed at project site;
- In all major publications, printed and digital media.

Logos:

[Leaper Logo](#)

[Leaper Compact Logo](#)

[Leaper-no background](#)

Statement: **“This project is funded in part by Orange County Government through the Arts & Cultural Affairs Program.”**

Exceptions may be approved if noticed to AGENCY in advance.

I understand and agree

b) Publicity*

AGENCY has the right to publicize the grant award, including but not limited to quotes and pictures from applications or reports. The CULTURAL PROVIDER will provide AGENCY with representations of work produced as a result of the award that may be included in future AGENCY or COUNTY publications.

I understand and agree

c) Notification - AGENCY*

The CULTURAL PROVIDER shall provide notification to AGENCY of

- Any exhibition, performance or other public activity funded by this grant
- Any changes in IRS tax-exempt status or Florida corporate, nonprofit status. If the CULTURAL PROVIDER should lose either status, or anticipate such loss, it shall immediately notify AGENCY in writing, and AGENCY reserves the right to terminate this Agreement immediately and discontinue future contributions to the CULTURAL PROVIDER.
- Any changes in contact information (within 30 days, if changing staff or board leadership). All notices from AGENCY will be addressed to the contacts in the application, unless updates are provided.

Notices from the CULTURAL PROVIDER to AGENCY must be addressed to:

Trudy Wild

United Arts of Central Florida / 2450 Maitland Center Pkwy, Ste 201 / Maitland, FL 32751-4140

Direct: 321.972.9837 /Tel: 407.628.0333 x223 /Fax: 407.628.9110 /Email:

Trudy@UnitedArts.cc

I understand and agree

d) Notifications - COUNTY*

All notices permitted or required by this Agreement for the reasons noted above shall also be sent to:

Terry Olson

Arts & Cultural Affairs
Orange County, Florida
450 E South Street, Suite 345
PO Box 1393
Orlando, FL 32802-1393
Phone: 407.836.5540
Fax: 407.836.5554
Email: Terry.Olson@ocfl.net

AND copied to:

Michael Osowski
Administrative Office Coordinator
Arts & Cultural Affairs
Phone: 407.836.0913
Michael.Osowski@ocfl.net

I understand and agree

6. Indemnity, Safety & Insurance

a) Indemnity*

The CULTURAL PROVIDER shall defend, indemnify, and hold harmless the COUNTY and AGENCY from and against any and all liability, claims, demands, damages, losses, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including reasonable attorneys' fees and costs, of any kind and nature arising or growing out of or in any way connected with the performance of this agreement.

- If CULTURAL PROVIDER is an agency or subdivision of the State of Florida, this indemnity clause only applies to the extent permitted by Florida Statute Section 768.28.

I understand and agree

b) Safety*

The CULTURAL PROVIDER shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with its services or performance of its projects and operations under this agreement. The CULTURAL PROVIDER shall comply, and will require its contractors (if any) to comply, with all applicable laws, ordinances, rules, regulations, standards and lawful orders from authorities bearing on the safety of persons or property or their protection from damage, injury or loss. The CULTURAL PROVIDER shall take all reasonable precautions for the safety of:

- i. All employees and all persons whom the CULTURAL PROVIDER suffers to be on the premises and other persons who may be affected thereby;
- ii. All property, materials, and equipment on the premises under the care, custody and/or control of the CULTURAL PROVIDER ; and
- iii. Other property at or surrounding the site, including trees, shrubs, lawns, walks, pavements and roadways.

I understand and agree

c) Insurance - Required Types and Limits - Part I*

The CULTURAL PROVIDER shall have in force before commencing operations of the Agreement, and will maintain insurance coverage throughout the duration of the project period, according to the following requirements. CULTURAL PROVIDER or insuring agent will provide Certificates of Insurance to AGENCY for the first payment, and update throughout the project period. Required types and limits of coverage:

- i. Commercial General Liability – The CULTURAL PROVIDER will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will not be less than \$1,000,000 Combined Single Limit (CSL) bodily injury and property damage, or its equivalent.
- ii. Commercial Automobile Liability – The CULTURAL PROVIDER will provide coverage for all owned, non-owned and hired vehicles for limits of not less than \$500,000 Combined Single Limit (CSL) bodily injury and property damage, or its equivalent.

I understand and agree

d) Insurance - Required Types and Limits - Part II*

iii. Workers' Compensation / Employer's Liability – The CULTURAL PROVIDER will provide coverage for all employees in accordance with State of Florida statutory requirements and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for its employees.

iv. Employee Dishonesty/Crime Insurance - The CULTURAL PROVIDER will provide coverage equal to or greater than sixty-five (65%) of the award amount of this Agreement.

I understand and agree

e) Insurance - Payment and Performance Bonds*

v. The contractor shall execute Payment and Performance Bonds in amounts at least equal to the **current project phase amount** (total amount of the proposed project, not including prior expenditures toward the project, nor is it mandated to cover softcosts, which typically include design, engineering, permitting (DE&P) and project administration) in such form and with such sureties as may be acceptable to the CULTURAL PROVIDER and the AGENCY. If the surety on any bond furnished by the contractor is declared bankrupt or becomes insolvent or its rights to do business in the State of Florida are terminated, or it ceases to meet the requirements imposed by this agreement, the contractor shall within five (5) business days thereafter substitute another bond and surety, both of which shall be acceptable to the CULTURAL PROVIDER and the AGENCY. The bonds must remain active throughout all current work related to the proposed project.

I understand and agree

f) Insurance - Performance Bond (continued) & Builder's Risk/Installation Floater*

vi. NOTE: If an applicant/grantee's project is limited to new equipment installations, a Builders' Risk or Installation Floater (inland marine coverage) is acceptable, in lieu of Performance Bonds, with the caveat that the policy must include coverage for any damage done to the existing structure caused by the new installation.

vii. Builder's Risk/Installation Floater

The contractor shall provide "all risk" property insurance on any construction, additions, and machinery and equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the CULTURAL PROVIDER's final acceptance of said improvements.

I understand and agree

g) Insurance - Certificate Holder & Notification*

Commercial General Liability shall list the AGENCY as Additional Insured. Each other insurance certificate or policy shall list the AGENCY as the Certificate Holder. UNITED ARTS prefers to receive certificates via email whenever possible. The insurance coverage shall contain a provision that forbids any cancellation, changes or material alterations in the coverage without providing 30 days written notice to the AGENCY.

United Arts of Central Florida

Attention: Grants Department

2450 Maitland Center Parkway, Suite 201

Maitland, FL 32751-4140

Email: EGranting@UnitedArts.cc

Fax: 407.628.9110

I understand and agree

h) Insurance - Carrier Eligibility*

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A – Class VIII.

I understand and agree

i) Insurance - Exceptions*

Any exceptions to the insurance requirements in this section must be requested in writing by the CULTURAL PROVIDER, signed by a board representative, and approved by AGENCY. Such a request must include a quote in writing from a potential insurer, and explain reasons why the CULTURAL PROVIDER is unable or unduly burdened by the requirement it desires reduced or waived. The project shall not move forward unless and until AGENCY approval is received. A request for reduction or waiver does not ensure acceptance.

I understand and agree

j) Insurance - Other Conditions*

Compliance with these insurance requirements shall not relieve or limit the CULTURAL PROVIDER's liabilities and obligations under this Agreement. Failure of the AGENCY to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the AGENCY to identify a deficiency from evidence provided will not be construed as a waiver of the CULTURAL PROVIDER's obligation to maintain such insurance.

In the event of litigation, the CULTURAL PROVIDER's insurance is the primary policy and the AGENCY'S insurance is the secondary policy.

I understand and agree

7. Record Keeping

CULTURAL PROVIDER is required to maintain accurate, current, and complete records that identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income. The CULTURAL PROVIDER will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by AGENCY through this Agreement as will be in accordance with generally accepted accounting principles.

Tracking of grant and other project revenue and expenses*

Grant funds and expenses must be accounted for separately from other project revenue and expenses. CULTURAL PROVIDER will maintain a separate bank or escrow account for the purpose of tracking project grant funds, match revenue and expenditures, to assist in the event of audit or review.

I understand and agree

All such records shall be open to inspection by the AGENCY, the COUNTY, the COUNTY's designee, or by the COUNTY Comptroller during normal business hours for the duration of the project period, and for a period of five (5) years from the final payment made under this agreement. Any cost incurred by the CULTURAL PROVIDER as a result of an AGENCY or COUNTY audit shall be the sole responsibility of and shall be borne by the CULTURAL PROVIDER. If any litigation, claim or audit is commenced prior to the expiration of the five (5)-year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.

The CULTURAL PROVIDERS "records and documents" as referred to in this agreement shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, diaries, reports, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may, in the CULTURAL PROVIDER's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document.

Such records and documents shall include (hard copy, as well as computer readable data, written policies, and procedures; time sheets; payroll registers; cancelled checks; subcontract files

(including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating worksheets; correspondence; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other CULTURAL PROVIDER records which may have a bearing on matters of interest to the AGENCY in connection with the CULTURAL PROVIDER's dealings with the AGENCY to the extent necessary to adequately permit evaluation and verification of:

- a. Compliance with requirements of the agreement,
- b. Achievement of program objectives,
- c. Accuracy of reported program results,
- d. Accuracy of financial records and reports,
- e. Compliance with business ethics, or
- f. Compliance with applicable state statutes and ordinances and regulations.

Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs (including overhead allocations), as they may apply to costs associated with this Agreement. In those situations where the CULTURAL PROVIDER's records have been generated from computerized data (whether mainframe, mini-computer, or PC-based computer systems), the CULTURAL PROVIDER agrees to provide the AGENCY's or COUNTY's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.

All payees (sub-contractors, insurance agents, material suppliers, etc.) of the CULTURAL PROVIDER must also comply with the provisions of this section. The CULTURAL PROVIDER will cooperate fully and will cause all Related Parties to cooperate fully in furnishing or in making available to the AGENCY or the COUNTY from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.

The AGENCY's authorized representatives or designees shall have reasonable access to the CULTURAL PROVIDER's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this section.

Acceptance of this Section*

I understand and agree

8. Other Conditions

a) Termination*

Either party can terminate this agreement at any time, with or without cause, upon no less than fifteen (15) business days' notice in writing to the other party. Such notice shall be delivered by one of the following methods: certified mail, email, fax, or in-person delivery to the business address of the party upon whom such notice is served; the sender must retain proof of delivery (sent emails, fax logs, etc.). In such event, any unobligated funds shall be returned to the AGENCY for deposit in the AGENCY's escrow account for TDT funding within fifteen (15) business days of receipt of such notice.

I understand and agree

b) Waivers*

Performance of this agreement after notice of default of any of the terms, covenants or conditions herein shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

I understand and agree

c) Relationship*

The relationship between the AGENCY, the COUNTY and the CULTURAL PROVIDER in connection with this grant is one of financial support only, and is limited to the terms of this Agreement. The CULTURAL PROVIDER is not an agent, an employee or a representative of the AGENCY or the COUNTY and is not to undertake the funded activities as a joint venture with the AGENCY. The CULTURAL PROVIDER shall not state or intentionally imply any agency, employee, representative or joint relationship with the AGENCY or COUNTY in any context, contractual or otherwise.

I understand and agree

d) Assigning*

The CULTURAL PROVIDER cannot assign this agreement or any part thereof without the prior express written consent of the AGENCY and the COUNTY. Failure to comply with this section may result in immediate termination of this Agreement and the ineligibility of the CULTURAL PROVIDER to receive future contributions from the COUNTY.

I understand and agree

e) No Additional Liability*

It is hereby agreed that there shall be no additional liability of any kind upon AGENCY, COUNTY, or CULTURAL PROVIDER beyond that agreed to herein.

I understand and agree

f) Laws & Venue*

This agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue for initiation of any legal action shall be Orange County, Florida.

I understand & agree

g) Severability*

In the event that any section, paragraph, sentence, clause or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

I understand and agree

h) No Third-Party Beneficiaries*

This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to this Agreement.

I understand and agree

i) Signatory*

The signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

I understand and agree

j) Entire Agreement*

This Agreement contains the entire Agreement between the parties. No promises, representations, warranties or covenants not included herein has been or shall be relied upon by either party. Any modifications, additions, or amendments hereto must be by written dated Agreement, attached hereto and signed by an authorized official of each party.

I understand and agree

k) Acceptance of Grant Award*

The CULTURAL PROVIDER agrees to comply with all terms of this Agreement. Acceptance of this grant award constitutes an obligation upon the CULTURAL PROVIDER to fulfill the terms of this Agreement.

I understand and agree

Certification

Authorized Signature*

The electronic signature on this document of the person authorized to make legal contracts for CULTURAL PROVIDER will represent CULTURAL PROVIDER's acceptance of this award and Agreement to comply with the stated terms and conditions of this grant. Please signify your agreement to the foregoing terms and conditions by typing in your Name, Title, and Date in the spaces below. You must be an authorized officer of the CULTURAL PROVIDER duly empowered to engage legal contracts for the CULTURAL PROVIDER.

CITY OF ORLANDO

NAME

TITLE

DATE