

AGREEMENT

This Agreement is made and entered into this 12th day of November 2025, between the **BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA**, hereinafter referred to as "Board" or "County," and **Monroe Council of the Arts Corporation d/b/a Florida Keys Council of the Arts**, hereinafter referred to as "PROVIDER."

WHEREAS, the PROVIDER is a not-for-profit corporation established to perform and carry out the development, coordination and promotion of the arts throughout Monroe County, and

WHEREAS, the Monroe County Tourist Development Council (TDC) has recommended approval of this agreement to fund services that promote tourism and the attraction of tourists in accordance with F.S. 125.0104 and Monroe County Code Sec. 23-200, now, therefore,

IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

FUNDING

1. AMOUNT OF AGREEMENT. The Board, in consideration of the PROVIDER substantially and satisfactorily performing and providing services for the development, coordination and promotion of the arts in Monroe County as that relates to the promotion of tourism and attraction of tourist in accordance with F.S. 125.0104 and Monroe County Code Sec. 23-200, shall pay to the PROVIDER the sum of **EIGHTY-SEVEN THOUSAND EIGHT HUNDRED AND NO/DOLLARS (\$87,800.00)** for fiscal year 2026.

2. TERM. This Agreement shall commence on **October 1, 2025, and terminate September 30, 2026**, unless earlier terminated pursuant to other provisions herein.

3. PAYMENT. Payment will be made periodically, no less than quarterly but no more frequently than monthly, as hereinafter set forth. Reimbursement requests will be submitted to the Board via the TDC Administrative Office. Reimbursement request and supporting documentation must be acceptable to the Clerk's Finance Office. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursement of funds. The County shall only reimburse, subject to the funded amounts below, those reimbursable expenses which are reviewed and approved as complying with Monroe County Code of Ordinances, State laws and regulations and Attachment A - Expense Reimbursement Requirements. Evidence of payment by the PROVIDER shall be in the form of a letter, summarizing the expenses, with supporting documentation attached. **(The TDC Administrative Office may accept Reimbursement Requests electronically, but only when submitted and formatted in a PDF file with cover letter and attachments together in one (1) file.)** The letter should contain a notarized certification statement. An example of a reimbursement request cover letter is included as Attachment B. The organization's final invoice must be received within thirty days after the termination date of this contract shown in Article 2 above.

After the Clerk of the Board examines and approves the request for reimbursement, the Board shall reimburse the PROVIDER. However, the total of said reimbursement expense payments in the aggregate sum shall not exceed the total amount shown in Article 1, above, during the term of this agreement.

4. AVAILABILITY OF FUNDS. If funds cannot be obtained or cannot be continued at a level sufficient to allow for continued reimbursement of expenditures for services specified herein, this agreement may be terminated immediately at the option of the Board by written notice of termination delivered to the PROVIDER. The Board shall not be obligated to pay for any services or goods provided by the PROVIDER after the PROVIDER has received written notice of termination, unless otherwise required by law.

5. PURCHASE OF PROPERTY. All property, whether real or personal, purchased with funds provided under this agreement, shall become the property of Monroe County and shall be accounted for pursuant to statutory requirements. Funding under this agreement shall not be used to purchase capital assets.

RECORDKEEPING

6. RECORDS AND RIGHT TO AUDIT. PROVIDER shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of ten (10) years from the termination of this agreement. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for ten (10) years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to PROVIDER pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the PROVIDER, the PROVIDER shall repay the monies together with interest calculated pursuant to Sec. 55.03, Florida Statutes, running from the date the monies were paid by the COUNTY.

Right to Audit. Availability of Records. The records of the parties to this Agreement relating to the Services as stated in Attachment C, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and if applicable trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by County or the Monroe County Office of the Clerk of Court and Comptroller (hereinafter referred to as "County Clerk") to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in County's or the County Clerk's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by County's representative and/or agents or the County Clerk. County or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and contractors' representatives. All records shall be kept for ten (10) years after Final Completion of the Services as set forth in Attachment C. The County Clerk possesses the independent authority to conduct an audit of Records, assets, and activities relating to the Services as set forth in Attachment C. If any auditor employed by the Monroe County or County Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Section 55.03, F.S., running from the date, the monies were paid to Contractor. The *right to audit* provisions survives the termination of expiration of this Agreement.

In addition, if PROVIDER is required to provide an audit as set forth in Section 8(e) below, the audit shall be prepared by an independent certified public accountant (CPA) with a current license, in good standing with the Florida State Board of Accountancy.

7. PUBLIC ACCESS. The County and PROVIDER shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the

County and PROVIDER in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by PROVIDER.

8. COMPLIANCE WITH COUNTY GUIDELINES. The PROVIDER must furnish to the County the following (items (a)-(j) must be provided prior to the payment of any invoices):

- (a) IRS Letter of Determination indicating current 501(c)(3) status;
- (b) Proof of registration with the Florida Department of Agriculture as required by Florida Statute 496.405 and the Florida Department of State as required by Florida Statute 617.01201 or proof of exemption from registration as per Florida Statute 496.406.
- (c) List of the Organization's Board of Directors and for each board member please indicate when elected to serve and the length of term of service;
- (d) Evidence of annual election of Officers and Directors;
- (e) Unqualified audited financial statements from the most recent fiscal year for all organizations that expend \$150,000 a year or more; if qualified, include a statement of deficiencies with corrective actions recommended/taken; audit shall be prepared by an independent certified public accountant (CPA) with a current license, in good standing with the Florida State Board of Accountancy. If the PROVIDER receives \$100,000 or more in grant funding from the County:
 - a. The CPA that prepares the audit must also be a member of the American Institute of Certified Public Accountants (AICPA);
 - b. The CPA must maintain malpractice insurance covering the audit services provided and
 - c. The County shall be considered an "intended recipient" of said audit.
- (f) Copy of a filed IRS Form 990 from most recent fiscal year with all attached schedules;
- (g) Organization's Corporate Bylaws, which must include the organization's mission, board and membership composition, and process for election of officers;
- (h) Organization's Policies and Procedures Manual which must include hiring policies for all staff, drug and alcohol free workplace provisions, and equal employment opportunity provisions;
- (i) Specific description or list of services to be provided under this contract with this grant (see Attachment C);
- (j) Cooperation with County monitoring visits that the County may request during the contract year; and
- (k) Other reasonable reports and information related to compliance with applicable laws, contract provisions and the scope of services that the County may request during the contract year.

COUNTY FORMS

By signing this Agreement, PROVIDER has sworn or affirmed to the following requirements as set forth in the Ethics Statement and non-collusion affidavit, as set forth in more detail in this Agreement.

9. ETHICS CLAUSE. By signing this Agreement, the PROVIDER warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

10. NON-COLLUSION AFFIDAVIT. PROVIDER by signing this Agreement, according to law on my oath, and under penalty of perjury, depose and say that the person signing on behalf of the firm of PROVIDER, the bidder making the Proposal for the project described in the Scope of

Work and that I executed the said proposal with full authority to do so; the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition; the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

11. AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES. PROVIDER under penalty of perjury attests that PROVIDER does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of PROVIDER, I certify under penalties of perjury that PROVIDER does not use coercion for labor or services in accordance with Section 787.06. Additionally, PROVIDER has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

RESPONSIBILITIES

12. SCOPE OF SERVICES. The PROVIDER, for the consideration named, covenants and agrees with the Board to substantially and satisfactorily perform and provide the services outlined in Attachment C to residents of Monroe County, Florida.

13. ATTORNEY'S FEES AND COSTS. The County and PROVIDER agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

14. BINDING EFFECT. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and PROVIDER and their respective legal representatives, successors, and assigns.

15. CODE OF ETHICS. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

16. NO SOLICITATION/PAYMENT. The County and PROVIDER warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the PROVIDER agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

17. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the PROVIDER is an independent contractor and not an employee of the Board. No statement contained in this agreement shall be construed so as to find the PROVIDER or any of its employees, contractors, servants or agents to be employees of the Board.

COMPLIANCE ISSUES

18. COMPLIANCE WITH LAW. In providing all services pursuant to this agreement, the PROVIDER shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the PROVIDER.

19. PROFESSIONAL RESPONSIBILITY AND LICENSING. The PROVIDER shall assure that all professionals have current and appropriate professional licenses and professional liability insurance coverage. Funding by the Board is contingent upon retention of appropriate local, state and/or federal certification and/or licensure of the PROVIDER'S program and staff.

20. NON-DISCRIMINATION. The COUNTY and PROVIDER agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The COUNTY and PROVIDER agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibits discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 12101), as amended from time to time, relating to

nondiscrimination in employment on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

AMENDMENTS, CHANGES, AND DISPUTES

21. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the services and/or reimbursement of services shall be accomplished by an amendment, which must be approved in writing by the County.

22. ADJUDICATION OF DISPUTES OR DISAGREEMENTS. County and PROVIDER agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. The PROVIDER and County staff shall try to resolve the claim or dispute with meet and confer sessions to be commenced within 30 days of the dispute or claim. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this agreement or by Florida law. Any claims or dispute that the parties cannot resolve shall be decided by the Circuit Court, 16th Judicial Circuit, Monroe County, Florida.

23. COOPERATION. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and PROVIDER agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and PROVIDER specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

ASSURANCES

24. COVENANT OF NO INTEREST. County and PROVIDER covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

25. NO ASSIGNMENT. The PROVIDER shall not assign this agreement except in writing and with the prior written approval of the Board, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This agreement shall be incorporated by reference into any assignment and any assignee shall comply with all of the provisions herein. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the Board in addition to the total agreed upon reimbursement amount for the services of the PROVIDER.

26. NON-WAIVER OF IMMUNITY. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the PROVIDER in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

27. ATTESTATIONS. PROVIDER agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

28. AUTHORITY. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

INDEMNITY ISSUES

29. INDEMNIFICATION AND HOLD HARMLESS. The PROVIDER covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners, its officers, employees and agents, including the Tourist Development Council and 3406 North Roosevelt Boulevard Corporation d/b/a Visit Florida Keys from any and all claims and causes of action for medical malpractice, medical negligence, bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the PROVIDER occasioned by the negligence, errors, or other wrongful act or omission of the PROVIDER'S employees, agents, or volunteers.

30. PRIVILEGES AND IMMUNITIES. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

31. NO PERSONAL LIABILITY. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

32. LEGAL OBLIGATIONS AND RESPONSIBILITIES: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

33. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the PROVIDER agree that neither the County nor the PROVIDER or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

GENERAL

34. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

35. NOTICE. Any notice required or permitted under this agreement shall be in writing and hand-delivered or mailed, postage pre-paid, by certified mail, return receipt requested, to the other party as follows:

For Board:

Monroe County Tourist Development Council and
1201 White Street, Suite 102
Key West, FL 33040

Monroe County Attorney
PO Box 1026
Key West, FL 33041

For PROVIDER

Liz Young, Executive Director
Monroe Council of the Arts Corporation
d/b/a Florida Keys Council of the Arts
1100 Simonton Street, Suite 2-263
Key West, FL 33040
305-295-4369
305-295-4372 FAX

36. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and PROVIDER agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The County and PROVIDER agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

37. NON-WAIVER. Any waiver of any breach of covenants herein contained to be kept and performed by the PROVIDER shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Board from declaring a forfeiture for any succeeding breach, either of the same conditions or covenants or otherwise.

38. SEVERABILITY. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and PROVIDER agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

39. CLAIMS FOR FEDERAL OR STATE AID: PROVIDER and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement. Any conditions imposed as a result of funding that effect the Scope of Services will be provided to each party.

40. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the PROVIDER and the Board.

[THIS SPACE INTENTIONALLY LEFT BLANK WITH SIGNATORY PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first written above.

(SEAL)
ATTEST: KEVIN MADOK, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
As Deputy Clerk

By _____
Mayor/Chairman

Monroe Council of the Arts Corporation
(Federal ID No. _____)

Witness

Witness

By _____
Executive Director

EXPENSE REIMBURSEMENT REQUIREMENTS

This document is intended to provide basic guidelines to Human Service and Community-Based Organizations, county travelers, and contractual parties who have reimbursable expenses associated with Monroe County business. These guidelines, as they relate to travel, are from the Monroe County Code of Ordinances and State laws and regulations.

A cover letter (see Attachment B) summarizing the major line items on the reimbursable expense request needs to also contain the following notarized certified statement:

"I certify that the above checks have been submitted to the vendors as noted and that the attached expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source."

Invoices should be billed to the contracting agency. Third party payments will not be considered for reimbursement. Remember, the expense should be paid prior to requesting a reimbursement.

Only current charges will be considered, no previous balances.

Reimbursement requests will be monitored in accordance with the level of detail in the contract. This document should not be considered all-inclusive. The Clerk's Finance Department reserves the right to review reimbursement requests on an individual basis. Any questions regarding these guidelines should be directed to 305-292-3534.

Data Processing, PC Time, etc.

The vendor invoice is required for reimbursement. Inter-company allocations are not considered reimbursable expenditures unless appropriate payroll journals for the charging department are attached and certified.

Payroll

A certified statement verifying the accuracy and authenticity of the payroll expense is needed. If a Payroll Journal is provided, it should include: dates, employee name, salary or hourly rate, total hours worked, withholding information and paid payroll taxes, check number and check amount. If a Payroll Journal is not provided, the following information must be provided: pay period, check amount, check number, date, payee, and support for applicable paid payroll taxes.

Postage, Overnight Deliveries, Courier, etc.

A log of all postage expenses as they relate to the County contract is required for reimbursement. For overnight or express deliveries, the vendor invoice must be included.

Rents, Leases, etc.

A copy of the rental or lease agreement is required. Deposits and advance payments are not allowable expenses.

Reproductions, Copies, etc.

A log of copy expenses as they relate to the County contract is required for reimbursement. The log must define the date, number of copies made, source document, purpose, and recipient. A reasonable fee for copy expenses will be allowable. For vendor services, the vendor invoice and a sample of the finished product are required.

Supplies, Services, etc.

For supplies or services ordered, a vendor invoice is required.

Telefax, Fax, etc.

A fax log is required. The log must define the sender, the intended recipient, the date, the number called, and the reason for sending the fax.

Telephone Expenses

A user log of pertinent information must be remitted including: the party called, the caller, the telephone number, the date, and the purpose of the call.

Travel and Meal Expenses

Travel expenses must be submitted on a State of Florida Voucher for Reimbursement of Travel Expenses. Travel reimbursement requests must be submitted and will be paid in accordance with Monroe County Code of Ordinances and State laws and regulations. Credit card statements are not acceptable documentation for reimbursement. If attending a conference or meeting, a copy of the agenda is needed. Airfare reimbursement requires the original passenger receipt portion of the airline ticket. A travel itinerary is appreciated to facilitate the audit trail. Auto rental reimbursement requires the vendor invoice. Fuel purchases should be documented with paid receipts. Taxis are not reimbursed if taken to arrive at a departure point: for example, taking a taxi from one's residence to the airport for a business trip is not reimbursable. Parking is considered a reimbursable travel expense at the destination. Airport parking during a business trip is not.

A detailed list of charges is required on the lodging invoice. Balance due must be zero. Room must be registered and paid for by traveler. The County will only reimburse the actual room and related bed tax. Room service, movies, and personal telephone calls are not allowable expenses.

Mileage reimbursement shall be at the rate established by ARTICLE XXVI, TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY of the Monroe County Code of Ordinances. An odometer reading must be included on the state travel voucher for vicinity travel. Mileage is not allowed from a residence or office to a point of departure. For example, driving from one's home to the airport for a business trip is not a reimbursable expense.

Meal reimbursement shall be at the rates established by ARTICLE XXVI, TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY of the Monroe County Code of Ordinances. Meal guidelines state that travel must begin prior to 6 a.m. for breakfast reimbursement, before noon and end after 2 p.m. for lunch reimbursement, and before 6 p.m. and end after 8 p.m. for dinner reimbursement.

Non-allowable Expenses

The following expenses are not allowable for reimbursement: capital outlay expenditures (unless specifically included in the contract), contributions, depreciation expenses (unless specifically included in the contract), entertainment expenses, fundraising, non-sufficient check charges, penalties and fines.

ORGANIZATION
LETTERHEAD

Monroe County Board of County Commissioners
Finance Department
500 Whitehead Street
Key West, FL 33040

Date

The following is a summary of the expenses for (Organization name) for the time period of _____ to _____.

Check #	Payee	Reason	Amount
101	Company A	Rent	\$ X,XXX.XX
102	Company B	Utilities	XXX.XX
104	Employee A	P/R ending 05/14/01	XXX.XX
105	Employee B	P/R ending 05/28/01	<u>XXX.XX</u>
(A)	Total		<u>\$ X,XXX.XX</u>
(B)	Total prior payments		\$ X,XXX.XX
(C)	Total requested and paid (A + B)		\$ X,XXX.XX
(D)	Total contract amount		\$ X,XXX.XX
	Balance of contract (D-C)		<u>\$ X,XXX.XX</u>

I certify that the above checks have been submitted to the vendors as noted and that the expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source.

Executive Director

Attachments (supporting documentation)

TO BE COMPLETED BY NOTARY (in accordance with State notary requirements)

State of _____

County of _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____ (month), _____ (year), by _____ (name of officer or agent, title of officer or agent) of _____ (name of entity).

_____ Personally Known

_____ Produced Identification: Type of ID and Number on ID _____

(SEAL)

Signature of Notary

Name of Notary (Typed, Stamped or Printed)

Notary Public, State of _____

Overview of the Florida Keys Council of the Arts

Monroe Council of the Arts Corporation d/b/a Florida Keys Council of the Arts is the liaison among cultural organizations, all levels of government and the private sector in advancing and promoting the arts throughout Monroe County. The Council endeavors to make the arts a part of the fabric of daily life.

The Florida Keys Council of the Arts is a non-profit, 501(c) (3) corporation serving a public purpose. FKCA is incorporated with the State of Florida and recognized by the IRS as the Monroe Council of the Arts Corporation, dba Florida Keys Council of the Arts, FEIN 65-0737532. Governing documents, including the articles of incorporation, bylaws and strategic plan are available for review on the arts council's award-winning website, www.keysarts.com.

FKCA is the main source of information on arts and culture in the Keys. Cultural tourism is an important component of the tourist-based economy. Additionally, FKCA serves local residents including school children and the elderly. FKCA connects local artists and arts organizations with one another, with their audiences and with the world. It serves 75,000 local residents and 4.4 million visitors annually. A nine-member board of directors guides the council, assisted by three alternate directors, two director's emeritus and many advisory board members. Daily functions are carried out by the executive director, staff, and valued volunteers.

FKCA funding is provided by the Monroe County Board of County Commissioners, the Tourist Development Council, members, donors, private donations, and grant makers, including the Community Foundation of the Florida Keys, the South Florida Cultural Consortium, the State of Florida, Department of State, Division of Cultural Affairs, the Florida Council on Arts and Culture, and the National Endowment for the Arts.

Specific description and list of services to be provided under this contract:

**Services to be provided by the
Florida Keys Council of the Arts Under this Agreement**

The current staff consists of three full time persons, the Executive Director, Business Manager, and Executive Assistant & Marketing/Public Relations Specialist. They are assisted by two part-time people, Special Event and Public Art Specialist, and one contractor, Website Administrator, volunteers, including board members, also provide valuable services to the operations.

The Responsibilities of the Florida Keys Council of the Arts (FKCA) staff are as follows.

1. Partner with TDC, and secure tourist tax and non-county funds such as grants, ad revenue and private donations to support publications of benefit to tourists as well as residents:
 - a. Gallery Guide
 - b. KeysArts Quarterly Cultural Events Brochure
 - c. Culture Magazine

2. Maintain website <http://www.keysarts.com>

FKCA is the main source of information on arts and culture in the Keys. Cultural tourism is a significant component of the tourist-based economy.

Services include:

- a. Provide a central point of contact in the promotion of the arts, artists and cultural organizations in the county.

- b. Act as advocate and liaison in contacts with the community, media, county commissioners, and cultural organizations both within and outside the county.
- c. Manage and update a comprehensive web site which includes an annual calendar of events
- d. Maintain a comprehensive database of artists, organizations and patrons
- e. Collect and disseminate cultural event information
- f. Interact effectively with all staff of 3406 North Roosevelt Blvd., d/b/a Visit Florida Keys (VFK), the contracted organization to provide administrative and executive services to the TDC and the contracted advertising, public relations, social media agencies of record. FKCA will provide VFK access to all membership benefits at the Corporate Sponsor level to support the interaction and effective promotion of arts & cultural tourism.
- g. Participate in state and national economic survey data collection and reporting efforts to stay current in tourism trends.
- h. Request and manage monthly TDC reimbursements
- i. Provide program management and development
- j. Represent the FKCA in national, state and local cultural associations and inform the Board of all major initiatives undertaken by these organizations to promote tourism.
- k. Outreach to artists and cultural organizations in the Keys and beyond to attract tourist and promote tourism
- l. Engage in event planning and implementation in partnership with other community organizations such as MARC House, Tropic Cinema, Key West Maritime Society, etc. to promote tourism and attract tourist.
- m. Publish and distribute publications of benefit to tourists as well as residents:

a. Gallery Guide

- 1. The *Gallery Guide* is a popular fold-out map and guide to more than 50 Keys' art galleries. All galleries are eligible to participate by sharing in the cost of production.
- 2. 15,000 copies are distributed annually to over 200 Keys' locations, including hotels, guesthouses, chambers, and museums.
- 3. *The Gallery Guide* is also included in national and international press kits and distributed at travel trade shows.
- 4. *The Gallery Guide* is updated in both content and style to maintain its appeal and accuracy.

b. KeysArts Quarterly

- 1. *Cultural Events Brochure KeysArts* is a printed comprehensive cultural calendar listing all of the cultural events including theater, concerts, gallery receptions and exhibits, festivals, dance, literary and museum programs happening throughout the Keys in a three-month period.
- 2. 17,000 copies are distributed annually to over 200 Keys' locations
- 3. *KeysArts* is also included in national and international press kits and distributed at travel trade shows.

c. Culture Magazine

- 2. *Culture Magazine* produced by Starmark International, Inc. in cooperation with the Cultural Umbrella committee.
- 2. The magazine is an annual insert in the In-Room Concierge hard cover book placed in hotel rooms throughout the Keys.
- 3. In addition to the insert, free-standing copies are printed and distributed locally by the Arts Council. It is included in national and international press kits and distributed at travel trade shows.
- 4. *Culture Magazine* is currently the most downloaded brochure on the TDC's award winning website, www.VisitFloridaKeys.com

2. Our website – www.keysarts.com

- FKCA's website provides complete information, in a visually attractive and easy to navigate format using contemporary graphic design, for visitors and residents about the arts and culture scene from Key Largo to Key West.
- It has a direct link to the TDC website
- It provides contact information and direct links to all Keys' cultural organizations by category for easy reference for visitors
- The Cultural Calendar is posted and e-mailed to media, members, and the public on a weekly basis along with other timely arts information in an attractive newsletter format
- Interactive Artists Registry is available
- Press releases are archived

Compile, write, edit, and publish cultural event calendar listings and calls to artists in various formats

- a. Gather and edit cultural information by phone, mail and e-mail with visual, literary, and performing artists, cultural and community organizations, and other members of the public.
- b. Coordinate with advertising, printing, public relations, webmaster and internet providers as needed to maintain product quality.
- c. Conduct environmental scanning of newspapers and websites including, but not limited to, www.VisitFloridaKeys.com and www.keysnews.com.
- d. Send cultural calendar to 15 local print publications, radio stations and media outlets in South Florida weekly
- e. Send by e-mail to opt-in subscriber list weekly.
- f. Compile, edit and route information for use in KeysArts Quarterly and annual Culture Magazine and various regional and national calendars, publications, and websites.

Maintain prompt, courteous communications with public and cultural community -- approximately 150 requests per month whether phone, e-mail, in-person from visitors (events, public art exhibits, galleries, workshops) including artists, musicians, performers, writers (advising on how to get involved in festivals, gallery shows, public art, auditions, performing arts venues available, publicizing classes, how to set up and publicize their own events).