

## **SUPPORT SERVICES AGREEMENT**

Venice Institute for Performing Arts Center Management, Inc.

100 Venice Ave. W, Suite G, Venice, FL 34285

And

The School Board of Sarasota County, Florida c/o Venice High School Performing Arts Center

1 Indian Ave., Venice, FL 34285

This Agreement is entered into this \_\_\_ day of July 2018, by and between Venice Institute for Performing Arts Center Management, Inc. ("VIPAM") and The School Board of Sarasota County, Florida ("BOARD").

**Purpose:** To provide support including center management, administrative services and technical services to the Venice High School Performing Arts Center ("VPAC") for the 2018-2019 school year.

VIPAM agrees to:

1. Perform VPAC management services as defined in Article V of the Use Agreement between the City of Venice and the School Board of Sarasota County, Florida effective November 19, 2013 or as amended including maintenance of the master calendar and serving as the point of contract for the resident arts organizations. Any and all agreements for the use of VPAC and VPAC maintenance must be coordinated with the Principal or his designee.
2. Provide "front of house" services for VPAC performances, as requested, including, but not limited to, operating the VPAC box office, online event setup and ticketing services, usher corps, security services, and event management.
3. Provide technical light and sound engineering, stage crews, theatrical and stage design services and marketing assistance for VPAC performances, as requested. To the extent possible, BOARD students will be used to apprentice and learn from skilled trades' personnel.
4. Provide administration for the use of copyright materials and payment of licensing fees as well as other administrative services as requested.
5. Provide BOARD with quarterly reports on all VPAC activity and master calendar updates/changes.
6. Assure that all volunteers, employees or agents who will be present on school grounds while students are attending class, will be fingerprinted and have their backgrounds checked as

provided by Florida law. VIPAM may either direct staff to the school board offices for administration of fingerprinting or will furnish the results of all background checks to BOARD before any of its volunteers, employees or agents will be permitted on school grounds while school is in session. VIPAM will bear the cost of the fingerprinting/background checks. BOARD has the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by BOARD pursuant to Florida law. Like other visitors to school grounds, VIPAM volunteers, employees or agents may also be subject to RAPTOR screening on school campuses while school is in session.

7. Hold harmless, indemnify, and defend BOARD, its agents, servants, employees, in their official and individual capacity, from any demand, claim, suit loss, cost, expense or damage which may be asserted, claimed or recovered against or from BOARD, its agents or employees, in their official or individual capacity, by reason of any damage to property or injury or death of any person which arises out of, is incident to, or in any manner connected with this Agreement. This provision shall survive termination of this Agreement and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied. Nothing in this Agreement shall be deemed to constitute a waiver of sovereign immunity on the part of BOARD or to affect, limit, or reduce the protection afforded BOARD under Florida law.

8. Provide a minimum of \$2,000,000 comprehensive general liability insurance naming BOARD as an additional insured. As evidence of such insurance coverage, VIPAM shall furnish BOARD with a Certificate of Insurance prior to commencing services under this Agreement.

BOARD agrees to:

1. Provide payment to VIPAM for the services and support described in this agreement. Such payment shall be made as follows:

a. VPAC Management Services of \$110,000.00 shall be invoiced and paid in twelve (12) equal monthly installments of \$9,166.67.

b. Upon completion of any scheduled performance where fees were collected by BOARD, VIPAM will invoice for any contracted program costs, as provided in the Venice Performing Arts Center Use Rates + VIPA Labor Charges attached as Exhibit A.

2. Provide access to the Center facility, as needed, to perform the services and support described in this agreement.

Both parties agree:

1. The collection of fees for facility use agreements, event riders and payment of performance costs and ticket sales shall be handled in the following manner:

a. For fees collected by VIPAM, at the time of rental a copy of the facility use agreement and any event riders will be provided to the BOARD along with a check remitting the facility rental non-refundable deposit. A final reconciliation of fees collected less event rider costs will be provided to the BOARD's Finance office upon the completion of a performance along with remittance of any additional funds due to BOARD.

b. For fees collected by BOARD, funds shall be remitted to the BOARD's Finance office for deposit crediting the BOARD project for all event riders and rental collections in excess of payroll and energy service reimbursement. Upon completion of a performance, VIPAM will invoice BOARD for any event rider services provided using the VPAC Use Rates + VIPA Labor Charges (Exhibit A).

2. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and sole and exclusive jurisdiction for any action shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida.

3. Any additions, changes, deletions or modifications to this Agreement must be agreed upon in writing by both parties.

4. This Agreement shall commence July 1, 2018 and terminate June 30, 2019. Either party may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other party.

5. VIPAM shall comply with Florida's Public Records Law including:

a. Keeping and maintaining public records that ordinarily and necessarily would be required by BOARD in order to perform the service.

b. Providing the public with access to public records on the same terms and conditions that BOARD would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d. Meeting all requirements for retaining public records and transfer, at no cost, to BOARD all public records in possession of VIPAM upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to BOARD in a format that is compatible with the information technology systems of BOARD.

IF VIPAM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,

CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, 1960 LANDINGS BLVD, SARASOTA, FL 34231, publicrecordrequest@sarasotacountyschools.net, or 941-927-4009.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Bridget Ziegler, Chair  
The School Board of Sarasota County, Florida

Approved for Legal Content,  
June 14, 2018 by Matthews Eastmoore,  
Attorneys for The School Board  
of Sarasota County, Florida  
Signed: ASH

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Michael Hartley, President  
Venice Institute for Performing Arts Center Management, Inc.