

AGREEMENT

THIS AGREEMENT is made and entered into as of the ⁴~~9~~th day of ~~September~~^{November}, 1997 by and between MARION COUNTY, a political subdivision of the State of Florida (the "County") and the CITY OF OCALA (the "City").

WITNESSETH

WHEREAS, the County has designated the City of Ocala, through the Municipal Arts Commission, to disburse funds collected from Florida Arts License Plates pursuant to Section 320.08058 (12) F.S.; and

WHEREAS, the City desires to receive said funds from the Division of Cultural Affairs to support art organizations, programs and activities within the County; and

WHEREAS, the County finds that providing funding for such activities is in the best interest of the taxpayers and citizens of Marion County.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained the parties agree as follows:

SECTION 1. DUTIES OF THE CITY OF OCALA MUNICIPAL ARTS COMMISSION. The City, through the Ocala Municipal Arts Commission, shall use the funds received pursuant to Sec. 320.08058, F.S. to support art organizations, programs and activities within the county. The funds shall not be used for administrative costs.

SECTION 2. TERM. This Agreement shall automatically renew annually unless terminated by either party. This Agreement may be terminated with or without cause by any of the parties at the conclusion of the fiscal year in effect at the time a decision is made to terminate. Notice to terminate must be a written notice of intent to withdraw.

SECTION 3. MAINTENANCE OF RECORDS. The City shall retain copies of all financial records related to this Agreement for a minimum of three (3) years from the date the funds are disbursed. The County shall have the right to review, inspect, copy and audit all such records during normal business hours and upon reasonable notice.

SECTION 4. ASSIGNMENT. This Agreement may not be transferred or assigned in whole or in part.

SECTION 5. INDEPENDENT CONTRACTOR. The Parties to this Agreement intend that the relationship created by this Agreement is that of independent contractor. No agent,

This is to certify the foregoing to be a true and accurate copy.

Deborah C. Bullock
Senior Deputy City Clerk

employee, or servant of the City shall be or shall be deemed to be the employee, agent or servant of the County. None of the benefits provided by County to their employees including, but not limited to, compensation insurance and unemployment insurance are available from the County to the employees, agents, or servants of the City. The City shall be solely and entirely responsible for their acts and for the acts of their agents, employees, or servants during the performance of this Agreement.

SECTION 6. COMPLIANCE WITH LAWS. The City agrees to comply with all applicable laws, rules and regulations in the performance of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Ocala, Florida, the day and year first written above.

ATTEST:

City of Ocala

Deborah C. Bullock
Deborah C. Bullock
Sr. Deputy City Clerk

By Michael S. Amsden
Michael S. Amsden
City Council President

APPROVED TO FORM AND LEGALITY:

Patrick G. Gilligan
Patrick G. Gilligan
City Attorney

ATTEST:

Marion County

David R. Ellspermann
David R. Ellspermann, Clerk

By Larry Creel
Larry Creel, Chairperson
Board of County Commissioners

APPROVED TO FORM AND LEGALITY:

David B. Johnson
Attorney, Marion County

ACCEPTED BY CITY COUNCIL

September 9, 1997
DATE

OFFICE OF THE CITY CLERK Don

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