

**MEMORANDUM OF AGREEMENT BETWEEN
HERNANDO COUNTY FINE ARTS COUNCIL AND HERNANDO COUNTY
REGARDING EXPANSION OF MERMAID TALE TRAIL**

HERNANDO COUNTY FINE ARTS COUNCIL, a not-for-profit corporation, whose mailing address is Post Office Box 1265, Brooksville, Florida 34605, referred to hereinafter as "HCFAC," and Hernando County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 154 70 Flight Path Drive, Brooksville, Florida 34604, referred to hereafter as "Partner."

A. PURPOSE

The purpose of this Memorandum of Agreement ("MOA") is to facilitate the coordination of services between HCFAC and Partner for the purpose of expanding the Mermaid Tale Trail.

B. TERM OF THE AGREEMENT

The term of this MOA shall be June ____, 2024, through October 30, 2025. Renewal is at the discretion of both parties and shall be exercised within forty-five (45) days prior to the expiration of the MOA. Such renewals may be documented with an amendment to this MOA that extends the term of the MOA in one-year increments.

C. PROVISIONS

1. HCFAC agrees to:
 - a. Select three independent jurors to jury the artwork submitted for the Mermaid Statues for The Mermaid Tale Trail.
 - b. Complete the "Call to Artists" for artwork for the Mermaid Statues
 - c. Participate in the unveiling event, TBD.

2. Partner agrees to:
 - a. Co-brand The Mermaid Tail Trail as created by Florida's Adventure Coast Visitors Bureau, Brooksville Main Street and Hernando County Fine Arts Council.
 - b. Provide a sales contract, approved by the County, for use in sales of the Mermaid Statues.
 - c. Provide all marketing and sales materials for The Mermaid Tale Trail.
 - d. Coordinate the receipt of Mermaid Statues and distribution to the juried artists.
 - e. Provide funding for the artists' stipends not to exceed \$1,700 per artist. The total number of artists will be determined by sales of statues. The statues created for The Mermaid Tail Trail are works for hire and owned by Partner.
 - f. Coordinate the unveiling of the Statues at a Celebration of the Arts, tentatively scheduled for November 2, 2024.
 - g. Provide program support as needed.

3. This MOA may be terminated by either party, with or without cause, with a ninety (90) day calendar notification.

In witness whereof, the parties hereto have set their hands and seals on the dates stated below.

For Hernando County BOCC:

Signature

Date

For Hernando County Fine Arts Council:



Signature

7/18/24

Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: *Melissa Tartaglia*
County Attorney's Office