

**MEMORANDUM OF AGREEMENT BETWEEN  
BROOKSVILLE MAIN STREET AND HERNANDO COUNTY**

BROOKSVILLE MAIN STREET, a not-for-profit corporation whose mailing address is 205 E. Fort Dade Avenue, Brooksville, Florida 34601, referred to hereinafter as "BMS," and Hernando County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604, referred to hereafter as "Partner."

**PURPOSE**

The purpose of this Memorandum of Agreement ("MOA") is to facilitate the coordination of services between BMS and Partner for the purpose of creating the Mermaid Trail of Statues; Florida Mermaid Trail 2.

**TERM OF THE AGREEMENT**

The term of this MOA shall be August 23, 2022 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.

**PROVISIONS**

BMS agrees to:

1. Coordinate with Partner on the purchase and installation of Mermaid Statues for the Florida Mermaid Trail 2.
2. Use the Partner approved Sponsor Agreement, complete contracts as necessary, receive payments from Sponsors for all statues, and maintain a spreadsheet of Sponsors in "date received" order with payment information. A copy of said spreadsheet shall be provided to Partner on the 1<sup>st</sup> of each month.
3. Contract with and pay all artist's honorariums, at the rate of \$1,000 per Mermaid Statue.
4. Forward any and all payments from Sponsors in excess of the \$3000 per statue to Partner on the 1<sup>st</sup> of each month.

Partner agrees to:

1. Co-brand the Florida Mermaid Trail 2 as created by Florida's Adventure Coast Visitors Bureau,

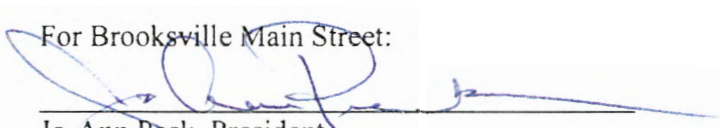
Brooksville Main Street and Hernando County Fine Arts Council.

2. Provide the initial \$11,000 for the plug and mold of the mermaid statute. This plug and mold will be used for each statue purchased by each sponsor. Upon approval of the agreement, a purchase order for \$11,000 will be created. BMS will provide an invoice for \$11,000, which shall be paid within thirty (30) days of receipt by Partner.
3. Provide additional funding for purchase of Mermaid Statues, based in any payment plans entered into by Sponsors, not to exceed an additional \$30,000.
4. Purchase and provide the cement pads and sponsor/artist plaques for the Statues.
5. Provide funding for the payment of the artist stipends, \$1,000 per Mermaid Statue. The statues created for the Florida Mermaid Trail 2 are works for hire owned by Partner.
6. Provide a sales contract, approved by the Hernando County Board of County Commissioners, for use in sales of the Mermaid Statues.
7. Provide all marketing and sales materials for the Florida Mermaid Trail 2.
8. Coordinate the receipt of Mermaid Statues and distribution to the juried artists.
9. Coordinate the unveiling of the Statues on October 13, 2022.
10. Provide Sales support.
11. Provide program support as needed.

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 Brooksville Main Street:

  
Jo-Ann Peek, President  
Main Street Board of Directors

8-2-22  
Date

For Hernando County:

  
Steve Champion  
Chairman, Board of County Commissioner

8-23-2022  
Date

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY   
County Attorney's Office