

CONTRACT FOR WILHELMINA JOHNSON RESOURCE CENTER PROGRAMMING
AND CULTURAL ARTS COALITION FUNDING

THIS CONTRACT is entered into the _____ day of _____, 2016, by the CITY OF GAINESVILLE, FLORIDA, a municipal corporation (CITY), and CULTURAL ARTS COALITION, INC. (CONTRACTOR).

The parties in consideration of the mutual covenants recited below agree as follows:

1. The CONTRACTOR shall furnish the labor, materials, and equipment to perform the contract as provided by the following enumerated Specifications and Documents (“Contract Documents”), attached and made a part of this contract:

- This Contract
- Addendum No. 2, dated August 29, 2016
- Addendum No. 1, dated August 15, 2016
- City of Gainesville Request for Proposal #DCAX-170005-DD dated August 11, 2016
- Proposal of Cultural Arts Coalition, dated September 9, 2016
- Living Wage Ordinance – Article IX, Chapter 2, City of Gainesville Code of Ordinances

The Contract Documents constitute the entire agreement between the CITY and CONTRACTOR. In the event of conflict or inconsistency between the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

2. The CONTRACTOR shall submit monthly invoices and reports for program activities and building usage attached to the reimbursement invoice (See Exhibit A for Required Reporting Forms). The CITY shall pay to the CONTRACTOR Forty-Five Thousand Dollars and No Cents (\$45,000.00) for the faithful performance of this Contract in the sums due upon verified invoice within 30 days of receipt in accordance with the Request for Proposal.

3. The CONTRACTOR and the CITY further agree that time is of the essence of the CONTRACT and that the work under the CONTRACT is required to be completed within the time specified in the Contract Documents.

4. The term of the contract will commence upon final execution and will expire on September 30, 2019, subject to funding in subsequent fiscal years. At the end of the contract period, upon satisfactory performance, the parties may agree to extend the contract for two additional two-year periods (maximum four years of extensions).

5. RESPONSIBILITIES OF THE PARTIES

A. CULTURAL ARTS COALITION shall:

- i. Operate and maintain the Wilhelmina Johnson Resource Center, and provide programming, in accordance with the Contract Documents.
- ii. Lock the Center's building each day after programming when City of Gainesville staff is not present or are unable to do so.
- iii. Abide by all rules and regulations pertaining to the CITY's parks and facilities, as detailed in Chapter 18, Article II, Gainesville Code of Ordinances, attached hereto and incorporated as Exhibit B.
- iv. CULTURAL ARTS COALITION shall conduct Level II criminal background investigations on all employees, and persons volunteering in an official capacity including board members, and any other person acting in an official capacity with any organization overseeing CULTURAL ARTS COALITION's activities and shall ensure that background checks are in compliance with Florida Statutes as appropriate. These investigations shall be conducted annually on all persons subject to background investigation. CULTURAL ARTS COALITION shall provide CITY a copy of their background check policy and procedures, and the implementation plan for those policies and procedures each year. CULTURAL ARTS COALITION shall furnish to CITY a listing, signed by an officers or director of CULTURAL ARTS COALITION, of all persons that have successfully undergone CULTURAL ARTS COALITION's criminal background investigation prior to the beginning of any individual's involvement with any CULTURAL ARTS COALITION sponsored activities.
- v. CULTURAL ARTS COALITION shall be solely responsible for supervising the children during CULTURAL ARTS COALITION program activities at the Center.
- vi. CULTURAL ARTS COALITION shall not erect or cause to be erected any signs or advertisements at the Center without the written authorization of CITY.

B. CITY shall:

- i. Maintain the major structural components and systems of the Wilhelmina Johnson Resource Center in a safe and functioning condition, including roofs and HVAC, make major plumbing repairs to the City's sewer or water system as necessary, and provide grounds maintenance outside of the building.
- ii. Provide CULTURAL ARTS COALITION with keys to the facility.

iii. Give CULTURAL ARTS COALITION 48-hour notice if there is a program, meeting, or event occurring in the building that will impact CULTURAL ARTS COALITION’s ability to offer programming at the Center.

6. All notices required by this Contract shall be in writing and sent to the following:

CONTRACTOR: Nkwanda Jah
Cultural Arts Coalition Director
321 NW 10th St.
Gainesville, FL 32601

CITY: Erica Chatman
Parks, Recreation and Cultural Affairs Facilities Coordinator
PO Box 490, Station 30
Gainesville, FL 32627

7. This Contract, together with the attached Contract Documents, constitutes the entire agreement between the parties.

IN WITNESS WHEREOF the parties have executed this Contract on the day first above written in two counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original contract.

(SEAL) (If Corporation)

ATTEST OR WITNESS:

CULTURAL ARTS COALITION, INC.:

Title: _____

Title: _____

ATTEST OR WITNESS:

CITY OF GAINESVILLE, FLORIDA:

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY