

**CITY OF GAINESVILLE**  
302 NE 6<sup>TH</sup> AVENUE \* STATION 30 \* P. O. BOX 490  
GAINESVILLE, FL 32602  
352-334-5064

**FACILITIES OPERATION AND  
NEW PROGRAMS AGREEMENT**  
**WILHELMINA JOHNSON RESOURCE CENTER**  
**321 NW 10<sup>th</sup> Street**

THIS AGREEMENT is made as of this \_\_\_ day of \_\_\_\_\_, 2002, by and between the City of Gainesville, a municipal corporation existing under the laws of the State of Florida ("CITY"), and Cultural Arts Coalition, a 501(c)(3) corporation, ("CONTRACTOR").

**DESCRIPTION**

The CITY does hereby hire the CONTRACTOR as an independent contractor, and the CONTRACTOR does hereby agree to operate and program the following described CITY premises: Wilhelmina Johnson Resource Center (WJRC), 321 N.W. 10<sup>th</sup> Street, Gainesville, FL 32601.

**CITY, STATE AND FEDERAL LAWS**

The CONTRACTOR shall conform to, comply with, and abide by all laws of the United States and the State of Florida, the rules and regulations of all State and Federal boards and bureaus, the ordinances of the City of Gainesville, and regulations of the Fire Department, the Board of Health, and the City of Gainesville Department of Cultural Affairs (DCA).

**TERM**

This Agreement shall be in effect from the time of execution of this Agreement through September 30, 2003. The CITY will have the option of re-negotiating the terms and extending the Agreement in 12-month increments, up to three (3) additional terms. All extensions and adjustments shall be in writing and signed by both the CITY and the CONTRACTOR.

**COMPENSATION AND PAYMENT SCHEDULE**

All payment for services as herein discussed are contingent upon the faithful performance of this Agreement and the work itself being satisfactory to the CITY, as defined under the Scope of Services (see Attachment A) and Use of City Funding (see Attachment B). The CONTRACTOR shall be compensated in an amount not to exceed fifty-thousand dollars (\$50,000.<sup>00</sup>) per year or the prorated portions thereof for the contract period for the services outlined in Attachment A. Payment shall be made in quarterly installments of \$12,500.<sup>00</sup> each, the first payment being due upon execution of contract and prorated for that quarter. Subsequent payments will be made within five (5) working days of the beginning of the quarter.

**MAINTENANCE AND REPAIRS OF PREMISES**

The CONTRACTOR accepts occupancy of the premises without any further responsibility on the part of the CITY to make any modifications to accommodate the needs or desires of the CONTRACTOR.

**USE OF THE PREMISES**

The CONTRACTOR agrees to operate the WJRC in the public interest, and to provide community service programs. See Attachment A, Scope of Services. No other use shall be permitted without express written permission of the CITY. CONTRACTOR will be provided with keys to closets and

offices, and high security keys to external doors. Any keys provided shall not be duplicated. Lost keys must be reported immediately to the Cultural Affairs Director. If keys are lost, the CONTRACTOR shall pay the cost of having the locks changed, as well as cost of new sets of high security keys, including copies to provide to the CITY.

The WJRC shall not be left unlocked or unattended. CONTRACTOR or authorized designee must be present at all times when CONTRACTOR's agents, caterers, clients, employees, guests, invitees, and/or visitors are present. See Attachment A, Scope of Services.

The CONTRACTOR will not make or suffer any unlawful, improper or offensive use of the premises, or any use or occupancy thereof contrary to the laws of the State of Florida, or to such ordinances of the City of Gainesville or Alachua County in which the premises are located, now or hereafter made, as may be applicable to the CONTRACTOR.

### **RIGHT TO ENTRY**

The City shall have the right to enter the premises at any time for the purpose of making necessary repairs or inspections to ensure that the conditions of the Agreement are being fulfilled. Any deficiencies in the conditions of the premises with the requirements of the Agreement will be brought to CONTRACTOR's attention. CONTRACTOR will rectify said deficiencies within ten working days, or show cause why this is insufficient time. The time for compliance may be extended, at the discretion of the CITY.

### **ALTERATIONS, ADDITIONS OR IMPROVEMENTS**

The CONTRACTOR shall not make any alterations, additions or improvements in, to, or on and about the premises without first obtaining the written consent of the DCA Director.

### **INSTALLATIONS**

The CONTRACTOR shall not install any wires or electrical appliances without written consent from the DCA Director. Any special lights, lighting effects, fixtures or appliances shall be provided by and paid for by the CONTRACTOR, and shall be installed only with the express, written approval of the DCA Director.

### **HOLD HARMLESS AND INSURANCE**

The CONTRACTOR hereby agrees to indemnify and hold harmless the CITY, its officers and employees, from liability or injury, loss or damage of any kind which may be suffered by any person (including death) or property (including destruction) by or from the said CONTRACTOR or by or in consequence of any neglect, activity, omission or misconduct of the CONTRACTOR or any of its agents, caterers, clients, employees, guests, invitees, and/or visitors. Prior to the commencement of this Agreement, the CONTRACTOR shall provide the CITY with evidence of comprehensive general liability insurance in the amount of \$1,000,000 aggregate personal injury and property damage liability per occurrence.

Such insurance as described above shall be provided to fully protect the CITY, its officers and employees, from any liability claim or damage of any kind that may arise against the CITY as a result of the use of the premises by the CONTRACTOR or any of its agents, caterers, clients, employees, guests, invitees, and/or visitors. The CITY shall be named in an endorsement to the liability insurance policies as an additional insured and such endorsement must state that the CITY will be given thirty (30) days' written notice prior to cancellation or material change in coverage. The CONTRACTOR will pay the premium for such insurance and will provide proof of the existence and continuation of such coverage throughout the duration of this Agreement with the CITY.

The CITY shall have no liability for any cost associated with the operation of this facility or its programs. The CITY assumes no liability of debt, obligation or liability as it relates to the performance of the CONTRACTOR.

### **USER PROPERTY INSURANCE AND RESPONSIBILITY FOR DAMAGE**

Property insurance does not cover any item in the building or on the premises that is not the property of the City of Gainesville. CONTRACTOR and its agents, caterers, clients, employees, guests, invitees, and/or visitors are responsible for insuring the safety of all items brought into the Wilhelmina Johnson Resource Center (WJRC) or on its premises. CONTRACTOR is responsible for any damage to the WJRC and its premises by CONTRACTOR or CONTRACTOR's agents, caterers, clients, employees, guests, invitees, and/or visitors. The City of Gainesville assumes no responsibility and no liability whatsoever for the loss of or damage to property of the CONTRACTOR, its agents, caterers, clients, employees, guests, invitees, and/or visitors.

Nothing in this Agreement shall be interpreted as a waiver of the CITY's sovereign immunity as provided in F. S. 768.28.

### **FIRES / SMOKING**

Fires, candles or other ignited objects are not permitted. The CONTRACTOR shall not permit smoking at any time. Violators are subject to fine by civil authorities.

### **FIRE CODE ENFORCEMENT**

Hallways and aisles shall be used only for passage, shall not be used for storage of furniture or equipment of any kind, and shall be kept unobstructed at all times, in accordance with fire codes. The CONTRACTOR shall not transact, nor allow the transaction of any business on the premises, nor keep thereon anything that will increase the rate of the fire insurance on the building, nor conflict with the provisions of the insurance policies on the building or any part thereof. The CONTRACTOR shall not use, nor permit the use upon the premises of any substances of a hazardous nature, such as explosives or highly flammable material.

### **PROTECTION OF FLOORS**

Any item to be moved across an uncarpeted floor must be carried to prevent scarring of the floor surface.

### **DAMAGE OR DESTRUCTION OF PREMISES**

In the event the building or any part of the WJRC premises shall be destroyed or so damaged by fire or other casualty as to make the WJRC premises totally or partially unfit for use, the City shall have the option either to repair such damage or to cancel the Agreement.

### **TERMINATION FOR NONCOMPLIANCE WITH OTHER PROVISIONS**

Failure of CONTRACTOR to comply with any of the terms and conditions of this Agreement shall be considered a breach of the Agreement. The CITY agrees to give CONTRACTOR notice of any such breach. If the breach is not cured within 10 days from the date notice is sent, the CONTRACTOR shall be considered in default.

### **TERMINATION BY CONTRACTOR**

The Use Agreement may be terminated by the CONTRACTOR without cause, however the CONTRACTOR agrees to provide the CITY with 30 days written notice before vacating the premises.

### **DEFAULT**

If the CONTRACTOR is in default, the CITY shall have all rights to which it is entitled under the law, including the option to declare this Agreement in default and terminate same, re-enter and take possession of the premises immediately, or at any time thereafter. Upon such default, the CONTRACTOR shall be responsible for returning the premises to the CITY in as good condition as it is in at the beginning of the term of this Agreement.

If the CITY shall fail to comply with any provision of this Agreement, the CITY shall be in default, and the CONTRACTOR shall notify CITY of such default in writing, making specific reference to the

provisions which gave rise to the default. The CITY shall then be entitled to a period of ten (10) days in which to cure the default. In the event said default is not cured within the ten-day period, this Agreement may be terminated by the CONTRACTOR.

In the event that the CONTRACTOR shall default in any provision of this Agreement, all expenses, including attorneys' fees, expended to enforce compliance shall be paid by the CONTRACTOR to the CITY.

**RETURN OF FUNDS**

If the Agreement is terminated for any reason or cause, any unspent City funds will be returned by the CONTRACTOR to the CITY within five (5) working days.

**WAIVER**

The failure to enforce any provision of this section or sections of this Agreement shall not be construed to constitute a waiver of that portion or section, or any other portion or section of this Agreement at that or any time in the future.

**SEVERABILITY OF CLAUSES**

In the event that any clause or any of the terms or conditions of the Agreement are held to be invalid for any reason, all other clauses or terms and conditions shall remain in full force and effect as set out herein.

**BINDING CONTRACT**

This Agreement shall be binding upon the successors, executors, administrators and assigns of the parties hereto.

**NOTICE**

Notice to the CITY shall be sent to the City of Gainesville, Department of Cultural Affairs, Attention: Cultural Affairs Director, Station 30, Post Office Box 490, Gainesville, Florida 32602. Notice to CONTRACTOR shall be sent to Cultural Arts Coalition, Attention: NKwanda Jah, Director, P.O. Box 198, Gainesville, Florida 32602.

**IN WITNESS WHEREOF**, the CONTRACTOR and CITY have caused this Agreement to be executed for the uses and purposes herein expressed on the day and year first above written.

CONTRACTOR:

\_\_\_\_\_  
Date

\_\_\_\_\_  
WITNESS / Date

CITY:

\_\_\_\_\_  
CITY MANAGER or DESIGNEE / Date

\_\_\_\_\_  
WITNESS / Date

Approved as to Form and Legality:

\_\_\_\_\_  
CITY ATTORNEY

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**FACILITIES OPERATION AND  
NEW PROGRAMS AGREEMENT**  
Attachment A – Scope of Services

**CONTRACTOR:** Cultural Arts Coalition  
**POSITION / SERVICES:** Facilities Operation and New Programs

The Wilhelmina Johnson Resource Center (WJRC) is a City-owned facility, having undergone full interior and exterior restoration and renovation, such work having been completed in June, 2001, by the plans of the Rickman Partnership Architects. The Cultural Arts Coalition (**CAC**) has been the sole occupant of the WJRC facility following completion of the renovation.

It is understood that the **CAC** presently has a series of programs and events in place, as well as serving as host to a number of organizations that may be directed from the WJRC, but which operate under funding sources separate and distinct from the funding provided under this Agreement. These existing programs and organizations include the Fifth Avenue Arts Festival; Girl Power; the Environmental Ambassadors and the Junior Environmental Ambassadors; African Dance Classes; and the Gentlemen of Distinction.

In addition, the **CONTRACTOR** agrees to continue to build vital interdependent relationships with other community organizations and City departments. The **CONTRACTOR** agrees to solicit and provide access to community organizations and City departments for civic and social programs, meetings, and events that serve a public purpose.

**Furthermore, the CITY and the CONTRACTOR agree to the following:**

1. The WJRC shall be open and staffed by a representative from the **CAC** for a minimum of 40 hours per week. Special programs, meetings, and events requiring after-hours and/or weekend hours shall be accommodated, including access for set-up and breakdown, for a total of up to 60 hours of operation per week.
2. The WJRC shall be supervised by a representative from the **CAC** at all times that the facility is open for use and/or unlocked. A representative from the **CAC** shall remain at the site for the duration of any programs, events or meetings held at the WJRC.
3. As the WJRC is a designated voting location, precinct number 16, the **CAC** shall ensure that all election dates be accommodated by planning the availability of the facility for all scheduled election dates, as well as accommodating the priority of any unscheduled run-off dates by the moving or cancellation of any previously-scheduled non-election programs, meetings or events.
4. The **CONTRACTOR** shall be responsible for all upkeep and minor maintenance to the facility and its contents thereof. Furthermore the **CONTRACTOR** shall be responsible for any repairs to the facility and its contents thereof that become necessary due to misuse or damage by the **CONTRACTOR** or the **CONTRACTOR's** employees or guests, excepting those necessary due to normal wear and tear. The **CITY** shall be responsible for the major mechanical and structural repairs to the WJRC.

5. The **CAC** shall be responsible for the daily cleaning and maintenance of the WJRC, such routine cleaning and maintenance to include:
  - Cleaning restrooms daily;
  - Disposing of trash and removal of recycling daily;
  - Cleaning the kitchen area daily after use;
  - Positioning of trash cans and recycling bins on the curb for Wednesday morning pick-up, and returning cans and bins from the curbside to the porch by the back door after pick-up;
  - Wiping tables and chairs;
  - Vacuuming and mopping floors.
6. The **CITY** shall provide annual service on the HVAC unit. The **CONTRACTOR** shall be responsible for proper use and regular filter changes necessary to maintain the HVAC unit in good repair.
7. The **CITY** shall be responsible for grounds and landscaping maintenance on the property surrounding the facility.
8. The **CITY** shall provide replacement of any broken window glass, except when the break is a result of negligence by the **CONTRACTOR**.
9. The **CONTRACTOR** shall be responsible for payment of all utilities, including trash disposal and garbage collection; plumbing; telephone, including all long distance services and charges; and regular pest control expenses.
10. The **CONTRACTOR** shall be responsible for providing tuning services for the facility's piano on a quarterly basis, or more often as needed.
11. City-owned equipment shall not be removed from the WJRC site at any time. Newly purchased City-owned equipment supplied to the WJRC at the time of occupancy includes:
  - Kodak Carousel 4600 slide projector, serial #249821;
  - Luxor 2-shelf slide projector cart;
  - Sharp 25" TV / VCR, serial #357087;
  - Luxor 2-shelf rolling TV cart;
  - Yamaha upright piano, #M450-TAO-258467;
  - Speaker's podium;
  - Ceiling-mounted roll-up projection screen in front multi-purpose room;
  - Six 6-foot round gray-top Mity Lite folding tables;
  - Forty-eight gray padded Virco metal folding chairs.
12. The **CITY** shall conduct a facility inventory on the above referenced items at the end of each contracting period. The **CONTRACTOR** shall be responsible for the replacement of all items missing or damaged beyond normal wear and tear.
13. The WJRC facility is to be fully secured upon leaving the building vacant, that is, all interior and exterior doors shall be closed and locked. All lights shall be turned off.
14. Monthly programming reports on facility use and attendance figures shall be submitted to the **CITY** each month, no later than the 10<sup>th</sup> day of each following month. Reports shall be submitted in the format as supplied in the **Report Form** in Attachment B.
15. The **CITY** shall have installed a telephone jack in the reception area.

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**FACILITIES OPERATION AND  
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Attachment B – Use of City Funding

**CONTRACTOR:** Cultural Arts Coalition  
**POSITION / SERVICES:** Facilities Operation and New Programs

**The CITY and the CONTRACTOR agree to the following:**

The **CONTRACTOR** shall have submitted an annual budget for inclusion with this Attachment B, which shall be adhered to in the execution of this Agreement. Any revisions to the operating expenditures as presented herein must be submitted in writing to the **CITY** for consideration.

The **CONTRACTOR** agrees to submit monthly reports to the **CITY** by the 10<sup>th</sup> day of each following month, detailing all financial activity related to the operation of the WJRC, such expenditures to be verifiable by cancelled checks and receipts, and with adherence to generally accepted accounting principles and applicable legal requirements. Reports shall be submitted in the format as outlined in the Report Form in this Attachment B.

The **CITY** shall have the option to inspect and review financial documents as relates to the administration of this Agreement at any time.

The **CONTRACTOR** may not charge rental fees or admissions for any programs, meetings, or events held at the WJRC, nor make any financial gain other than the annual programming stipend compensated to the **CONTRACTOR** by the **CITY**. Any proposed exceptions to this policy must be submitted in writing to the **CITY** for consideration.

**Allowable Expenses:**

1. Expenditures such as printing and postage, for costs directly related to establishing and administering new programs;
2. Expenditures such as printing and postage, for costs directly related to establishing and administering distinctly new components of existing programs;
3. Salaries for staff, for programming, building attendant, housekeeping, program instructors;
4. Purchase of supplies directly related to building maintenance, such as cleaning supplies, restroom paper goods, light bulbs, HVAC filters, and other facility needs;
5. Facility and equipment repair;
6. Piano tuning services;
7. WJRC web-page production for inclusion on a pre-existing CAC website.

**Non-allowable Expenses:**

1. Expenditures for existing programs, with the exception of **Allowable Expenses, # 2**, above;
2. Payment of previous debt;
3. Food or alcohol;
4. Travel, training, or transportation costs;
5. Computer software or computer services, including website design and production, with the exception of **Allowable Expenses, # 7**, above;
6. Capital items, including computers, electronics, furniture.

CULTURAL ARTS COALITION, INC  
WILHELMINA JOHNSON CENTER  
FY 2002-2003

OPERATING EXPENSE, ANNUAL RECURRING

General Operating Expenses		\$5,400.00
Utilities	\$4,500.00	
Telephone	\$ 300.00	
Materials & Supplies	\$ 100.00	
Printing	\$ 500.00	
Staff Expenses		\$30,103.00
Program Administrator	\$13,000.00	
\$25.00/hr 10hrs weekly -1		
Program Coordinator	\$ 6,240.00	
\$8/Hr, 15/hrs weekly -1		
Building Attendant	\$ 2,080.00	
\$8/Hr 5 hours weekly		
Janitor	\$ 6,240.00	
Benefit		
Social Security & Medicare	\$ 2,108.00	
State unemployment taxes	\$ 435.00	
Total Operating Expenses		\$35,503.00
Program Expenses		\$14,497.00
Program Materials	\$ 1,450.00	
Paper, supplies, art supplies, etc.		
Workshops/Tours	\$ 2,500.00	
Coaches	\$ 1,920.00	
\$20/hr, 4 hrs weekly, 6 months		
Art Instructors	\$ 1,920.00	
\$20/hr, 4 hrs weekly, 6 months		
Student Ambassadors -2	\$ 5,040.00	
\$7/hr, 10hr weekly, 9 months		
Contingency		
Other Expenses	\$ 1,667.00	
Total Program Expenses		\$14,497.00
Total Project Expense		\$50,000.00
INCOME FY 2002		\$50,000.00
City of Gainesville General Government		



**Facilities Operation and Law Programs Agreement  
Report Form, WJRC, U and Expenditures**

TOTAL Monthly Operating Expenditures (General Operating plus Events):										
Month	New Program or New Program Component	Staff	Utilities	Telephone	Materials & Supplies	Office Supplies	Postage	Printing & Binding	Other: <b>Itemize</b>	
October, 200										
November, 200										
December, 200										
January, 200										
February, 200										
March, 200										
April, 200										
May, 200										
June, 200										
July, 200										
August, 200										
September, 200										

