

**DRAFT**

## **AGREEMENT FOR MANAGEMENT OF THE A. QUINN JONES HOUSE MUSEUM**

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2006, between the City of Gainesville (hereinafter referred to as the "City"), and the Alpha Phi Alpha – Nu Eta Lambda Chapter, Alpha Phi Alpha Fraternity, Inc, a non-profit corporation (hereinafter referred to as the "Alpha's"), for the operation and use of the A. Quinn Jones House Museum located at 1013 NW 7<sup>th</sup> Avenue, Gainesville Florida, Tax Parcel # 13867-000-000.

### **I. SCOPE OF SERVICES**

#### **A. City's Responsibilities**

1. The Parks, Recreation and Cultural Affairs Department (Department) will administer the terms of the agreement specifically the Parks, Recreation and Cultural Affairs Director.
2. Assist in advertising and promoting the museum as it does with other City Cultural Arts Programs.
3. Assist the Alpha's as needed with grant applications to fund the museum.
4. Administer the Community Redevelopment Agency (CRA) grant of \$10,000 set aside for this project.

#### **B. Alpha's Responsibilities**

1. Maintenance of the museum, structures, and grounds including clean up of all litter especially before and after scheduled events.
2. Payment of all cost associated with the operation of the museum to include: utilities, painting, repairs to the structure, museum operational supplies, and museum staffing.
3. Develop and coordinate a museum governing board.
4. Develop and coordinate a museum operational plan.
5. Develop and implement a museum fundraising plan.
6. Maintain General Liability insurance on the museum.
7. Identify the City of Gainesville as a co-sponsor on all printed advertising and radio or TV ads, for events and activities.

### **II. TERM OF AGREEMENT**

This agreement shall run for a period of 20 years, if at any time during the contract period, either party determines that the continued arrangements are not in their best interest, the terminating party will give a minimum 60-day notification of termination of the agreement, in writing, to the contacts listed in this agreement.

All Alpha's materials and equipment shall be removed from the property within the 60-day period, except for City purchased materials and equipment. After the 60 days, the Alpha's materials and equipment will be considered surplus and may be disposed of in a manner determined by the City.

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### **III. INDEPENDENT CONTRACTOR**

In the performance of this Agreement, the Alpha's will be acting in the capacity of an independent contractor and not as an agency, employee, partner, joint venture, or associate of the City. The Alpha's shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Alpha's in the full performance of this agreement.

The Alpha's understand and agree that as an Independent Contractor, the Alpha's are not entitled to any benefits due City employees.

### **IV. INDEMNIFICATION**

The Alpha's shall indemnify the City, its officials, agents and employees, and save it harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage, or any other claims arising from or occasioned by any act or omissions of negligence or intentional wrongdoing on the part of the Alpha's.

### **V. SOVEREIGN IMMUNITY**

The Alpha's and the City agree that nothing in this contract shall be interpreted as a waiver of the City's sovereign immunity under 768.28 Florida Statutes.

### **VI. LIABILITY INSURANCE**

The Alpha's will continuously maintain and, on October 1 of each year, provide a certificate of insurance for \$500,000 in general liability insurance listing the City of Gainesville as an additional insured. For special events that list the City as a co-sponsor, additional liability insurance shall name the City as an additional insured.

### **VII. REPORTING SYSTEMS**

- A. The Alpha's shall provide a yearly report to the Department on the museum's, programming and fundraising activities.
- B. The Alpha's shall provide the Department with an annual financial status report summarizing that year's activities. The report shall be delivered to the Department no later than four weeks after December 31 each year of the agreement.
- C. By August 1 of each year, the Alpha's shall provide a copy of their proposed Museum Work Plan for the following year (January 1 through December 31) to the Department. The work plan shall include proposed programs, museum operating hours, fund raising activities and other related information.
- D. On January 1 of each year, the Alpha's shall provide a complete list of their governing board membership, this list shall include a listing of current members, their names, addresses, phone numbers and e-mail addresses (if applicable), and their board title (if any).

**X NOTICE** Any notice given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses:

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City: City of Gainesville  
PO Box 490  
Gainesville, Florida 32602-0490  
Attention: City Manager

Copy to: City of Gainesville  
PO Box 490  
Gainesville, Florida 32502-0490  
Attention: City Attorney

City of Gainesville  
PO Box 490  
Gainesville, Florida 32502-0490  
Attention: Parks, Recreation and Cultural Affairs Director

Copy to: Alpha Phi Alpha-Nu Eta Lambda Chapter:  
Ray McKnight, President  
6206 NW 81<sup>st</sup> Drive  
Gainesville, FL 32653

Witness:

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\_\_\_\_\_  
Alpha Phi Alpha – Nu Eta Lambda Chapter  
President

Witness:

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\_\_\_\_\_  
Russ Blackburn  
City Manager