

**FACILITY MAINTENANCE AND USE AGREEMENT FOR  
THE E. BOONE WATSON COMMUNITY CENTER**

This Agreement is made by and between RESP Inc. an Arkansas not for profit corporation, ("RESP") and the CITY OF JONESBORO PARKS AND RECREATION ("CITY"), on this first day of July, 2003 (the "Effective Date").

WHEREAS, RESP is an Arkansas not for profit organization organized to educate parents and students about their human and constitutional rights as consumers of educational opportunities in the public schools and community of Jonesboro.

WHEREAS, RESP is the operator of the African American Cultural Center.

WHEREAS, the purpose of the African American Cultural Center is to share the history and spirit of African-Americans who lived and are living throughout Craighead County and Jonesboro in particular. By showcasing the lives and contributions of these citizens, the lives of all citizens who view the exhibits will be enriched with new knowledge and a greater understanding of cultural and community strengths inherent in diversity.

WHEREAS, the CITY is the owner of certain public amenities known as the "E.BOONE WATSON COMMUNITY CENTER", and hereafter referred to as the "Facilities"; and

WHEREAS, RESP, and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to use and maintenance of the Facilities.

NOW, THEREFORE in consideration of the promises and the mutual covenants and obligations contained herein, the parties agree as follows:

**I. Term**

The Initial Term Unless otherwise terminated pursuant to the terms hereof, the initial term of this Agreement is for a period of five (5) years commencing on the Effective Date and ending at midnight on the fifth (5th) anniversary thereof, which may be referred to hereinafter as the "Initial Term." The Initial Term and any Extended Terms shall be referred to hereafter as "Term." Contract may be terminated with thirty (30) days written notice.

**II. Obligations of CITY**

CITY agrees to:

- 1) Provide the following maintenance and repairs in a manner generally equal to normal CITY maintenance and repair of similar CITY recreational facilities:

- a) Maintain all fences and gates.
- b) Maintain the sidewalks
- c) Maintain the lawn and trees.
- d) Maintain the mechanical operation of the building (i.e. plumbing, air-conditioning, heating, electrical)
- e) Maintain the structural integrity of the building (i.e. masonry, roofing, paneling, flooring, windows, etc)
- f) Provide utilities as provided by City Water and Light (i.e. water and electricity).
- g) Provide and maintain parking lots.
- h) Set fees for renting meeting rooms.
- i) Haul off trash that has been deposited in trash receptacles as needed and de-litter the grounds as needed.
- j) Fees for facility shall be given to the collector for building maintenance.

It is understood and agreed the City's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds are available for performance of its obligations. If CITY is unable to fulfill its obligation due to budget constraints, RESP may, but shall not be obligated to perform City's duties. In no event shall CITY be obligated to RESP for any monetary damages.

### **III. Obligations of RESP**

RESP shall:

- a. Operate and maintain Facilities according to the mission of RESP.
- b. Perform regular cleaning of the museum.
- c. Provide tours of the Facilities.
- d. Provide its own phone and cable.
- e. Furnish the Facilities; (i.e. phones, television, refrigerators, stove, dishwasher, desks, cleaning equipment)
- f. Provide one individual to coordinate the scheduling and maintenance of the building.
  - i. Parties agree that Roger McKinney shall be designated as that individual. He shall continue in the capacity of the designated individual as described until:
    - 1. He resigns or
    - 2. Both parties agree that the individual should not represent the facility.
  - ii. If the individual cannot serve in the capacity as the designated individual and a new individual is to be appointed, then parties must agree upon the individual to be appointed. Either party may veto the recommended individual.
  - iii. This individual shall be responsible for the following:
    - i. Scheduling all meetings and gatherings.
    - ii. Preparing the facility for meetings and gatherings.
    - iii. Ensuring the cleanliness of the building.

- iv. Collecting fees for rental of the facility
- v. Communicating with parks and recreation director regarding the exterior and structural maintenance of the facility.
- vi. The individual shall not make any permanent additions to the Facilities without written permission from the City.
- vii. Enforce rules according to Parks and Recreation Community Center Rules.
- iv. The Facilities shall be administered and maintained for civic and public services and meetings. No commercial use of the facility will be permitted by an individual or for-profit organization.
  - 1. Facilities may be used for fund raising activities for the facilities and the museum.
  - 2. Facilities may be rented by non-profit organizations for fund raising activities.
  - 3. All fund-raising activities must comply with the Parks and Recreation Center rules and municipal code.
- v. Individuals may rent facilities for activities that are not for profit. Individuals may not charge a fee to participate in their activities.
- vi. If Facilities are used for commercial enterprise or other purposes not approved by the City then the City may reclaim the building and void the contract.
- vii. RESP shall be able to name rooms in accordance to the naming policy of the city.

**IV. Miscellaneous Provisions.**

- 1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representative's of the parties hereto.
- 2) This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
- 3) Nothing in this Agreement shall be construed to make the CITY or its RESPIve agents or representatives liable in situations it is otherwise immune from liability.
- 4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any RESP, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 5) Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

RESP Inc.

By: Robbie L. Lyle  
Name: Robbie L. Lyle  
Title: Chair of Board of Directors

CITY OF JONESBORO CITY CLERK

\\parks.jonesboro.org\SYS\Common\Documents\Agreements\RESP 2003 AGREEMENT FOR E. BOONE WATSON.doc