

**AGREEMENT FOR DONATION, INSTALLATION, AND MAINTENANCE OF  
DECORATIVE CLOCK AT WELLINGTON TOWN CENTER**

This Agreement for Installation and Maintenance of Decorative Clock at Wellington Town Center (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the **Village of Wellington**, a municipal corporation existing under the laws of the State of Florida (“Wellington”) and **Rotary Club of Wellington, Inc.**, a Florida not-for-profit corporation whose principal address is 12773 W. Forest Hill Boulevard, Suite 217, Wellington, Florida 33414 (“Rotary” and together with Wellington the “Parties”).

WHEREAS, Rotary is the local chapter of Rotary International, whose mission is to provide service to others, promote integrity, and advance world understanding, goodwill, and peace through fellowship of business, professional, and community leaders; and

WHEREAS, Rotary has partnered with Wellington on numerous projects and events in furtherance of Rotary’s mission and Wellington’s commitment to promoting the public health, safety, and welfare; and

WHEREAS, Wellington is the owner of the property located at 12133 Ken Adams Way, Wellington, Florida 33414 and identified as Parcel Control Number 73-41-44-10-48-002-0010 (the “Property”); and

WHEREAS, Rotary seeks to donate and install a decorative clock and landscaping on a portion of the Property, as depicted on the attached Exhibit A, for the benefit of the public; and

WHEREAS, Wellington desires to accept such donation and permit the installation of the clock and landscaping on the Property pursuant to the terms and conditions set forth herein; and

WHEREAS, the Parties further desire to outline their respective maintenance responsibilities as to the clock and landscaping following the installation.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Responsibilities and Duties.** The Parties shall have the following responsibilities and duties in connection with this Agreement:

Wellington shall:

- a. Assist Rotary in obtaining all building permits required for the installation of the clock;
- b. Construct a brick paver circular walkway on a portion of the Property as shown on the attached Exhibit B;

- c. Construct a structural base/tower pad for the clock based on the clock manufacturer's specifications and current building codes;
- d. Provide electrical service to the clock;
- e. Provide irrigation to the landscaping installed by Rotary as set forth in paragraph 2(i) below; and
- f. Maintain the landscaping installed by Rotary as set forth in paragraph 2(i) below.

Rotary shall:

- g. Supply and install a clock, as depicted in the attached Exhibit C, on a portion of the Property, as depicted in Exhibit A, at Rotary's sole cost and expense;
  - h. Obtain all building permits required for the installation of the clock;
  - i. Supply and install, at Rotary's sole cost and expense, decorative landscaping around the brick circular walkway installed by Wellington as set forth in paragraph 2(b) above. The landscaping installed by Rotary must be similar in material and maintenance requirements to the existing landscaping at Wellington Town Center. Examples include but are not limited to Podocarpus Pringles, annual flowers, and Ixoras. All landscaping installed by Rotary pursuant to this paragraph must be approved by Wellington's Landscape Superintendent prior to installation; and
  - j. Provide regular maintenance to the clock once installed to keep it in working condition.
3. **Insurance.** Rotary, and any contractors it engages for the installation of the clock and the landscaping contemplated by this Agreement, shall procure and maintain, at their sole cost and expense, the following insurance policies and coverage requirements:
- a. *General Liability Insurance* from an insurance company licensed in the State of Florida and acceptable to Wellington. The insurance policy shall be evidenced by a certificate of insurance submitted to Wellington. The policy shall name "The Village of Wellington" as an additional insured and coverage shall be primary and non-contributory, with minimum limits of \$1,000,000 per occurrence with a \$1,000,000 aggregate.
  - b. *Automobile Liability Insurance* for owned vehicles, non-owned vehicles, and hired vehicles with minimum limits of \$1,000,000 per accident. This coverage shall, at least, include liability auto symbol 2 (owned autos). If any non-owned or hired vehicles will be used to engage in the services or operations outlined in this Agreement, liability symbol 8 (hired autos), and symbol 9 (non-owned autos) shall be required. Such policy must name "The Village of Wellington" as an additional insured.
  - c. *Workers' Compensation Insurance* to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of \$1,000,000 each accident, \$1,000,000 aggregate limit by disease and \$1,000,000 each employee by disease. Wellington will accept a Florida Division of Workers' Compensation Exemption Certificate in lieu of workers' compensation insurance, if applicable.



the circumstances. If Rotary fails to cure the default in the time provided, Wellington shall have the right to terminate the Agreement and remove the clock.

- b. Wellington shall also have the right to remove and/or relocate the clock upon providing Rotary with one hundred twenty (120) days written notice if Wellington determines, in its sole discretion, that such removal and/or relocation is necessary to accommodate changes in the use of the Property. In the event of such determination, Wellington shall collaborate with Rotary in good faith to identify a new location for the clock, which location is subject to approval by the Wellington Council. This Agreement shall terminate upon the removal of the clock pursuant to this subsection and the parties will negotiate a new agreement if the clock is relocated on Wellington property.
7. **Drugs and Alcohol.** The illegal use, possession, sale, manufacture, or distribution of drugs or alcohol is prohibited on all Wellington property. Any misuse of drugs or alcohol by Rotary, its employees, officers, agents, members, volunteers, contractors, or subcontractors in connection with this Agreement is prohibited and may be reported to the appropriate authorities.
8. **Non-Discrimination.** Rotary shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Rotary shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Rotary shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility. Rotary's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor that cannot be lawfully used as a basis for service delivery.
9. **Sexual Abuse and Harassment Prohibited.** Wellington prohibits sexual abuse and harassment of any kind. Anyone who engages in abusive or harassing conduct will be immediately removed from Wellington property and reported to the appropriate authorities.
10. **Compliance with Laws.** Rotary agrees to comply with all applicable federal, state, and local laws, regulations, ordinances, emergency orders, and health guidelines, including Wellington policies, now in effect or hereafter enacted that are applicable in any way to Rotary's obligations under this Agreement.

11. **Relationship of Parties.** The Parties shall each be and act as independent contractors and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between Wellington and Rotary. Each party acknowledges and agrees that neither has nor shall give the appearance or impression of having legal authority to bind or commit the other party in any way.
12. **Cooperation with Inspector General.** Pursuant to Ordinance No. 2011-009, Palm Beach County has established the Office of the Inspector General, which is authorized to review Wellington contracts and records. Rotary shall fully cooperate with the Inspector General and shall provide access to the records in the manner provided herein for Wellington to inspect such records. Failure to cooperate with the Inspector General, or interfering with or impeding any investigation of the Inspector General, shall be a violation of County Ordinance 2011-009 and shall be punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
13. **Waiver.** The failure of Wellington at any time to require performance by Rotary of any term of this Agreement shall in no way affect the right of Wellington thereafter to enforce same. Nor shall waiver by Wellington of any breach of any term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself.
14. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications, whether oral or written, between Wellington and Rotary pertaining to the subject matter of this Agreement.
15. **Modification of Agreement.** This Agreement may be modified only by a written amendment executed by both parties to the Agreement. Any oral modifications of this Agreement are void.
16. **Assignment.** This Agreement shall not be assigned by the Rotary unless prior written approval is granted by Wellington.
17. **Binding Effect.** This Agreement shall be binding upon, and will inure to the benefit of, the parties and their respective successors and assigns.
18. **Construction and Severability.** This Agreement shall not be construed against the party who drafted it, as each party to this Agreement has had the opportunity to have their business and legal experts review the adequacy of the same. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be deemed stricken and the remaining provisions will remain valid and shall continue in full force and effect. This Agreement is subject to Wellington appropriating such funding and the Agreement is subject to fiscal funding out.

19. **Scrutinized Companies.** Pursuant to sections 215.4725 and 287.135 of the Florida Statutes, by entering into this Agreement Rotary certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, are not on the Scrutinized Companies that Boycott Israel List and are not participating in a boycott of Israel. If Wellington determines, using credible information available to the public, that Rotary has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel, Wellington may terminate this Agreement and pursue the remedies set forth in section 287.135, Florida Statutes, and any other available remedies.
20. **E-Verify - Compliance with F.S. 448.095.** Wellington requires all contractors and subcontractors to register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. All contractors performing work for Wellington are required to provide proof of registration with the E-Verify System and must provide an affidavit stating that each subcontractor it hires does not employ, contract with, or subcontract with an unauthorized alien.
21. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any legal action relating to this Agreement, venue shall be in Palm Beach County, Florida.
23. **Paragraph Headings.** The headings in this Agreement are solely for convenience of reference and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first above written.

**ROTARY CLUB OF WELLINGTON, INC.**

By: 

Walter Imperatore, President

**ATTEST:**

**VILLAGE OF WELLINGTON**

By: \_\_\_\_\_  
Chevelle D. Hall, Village Clerk

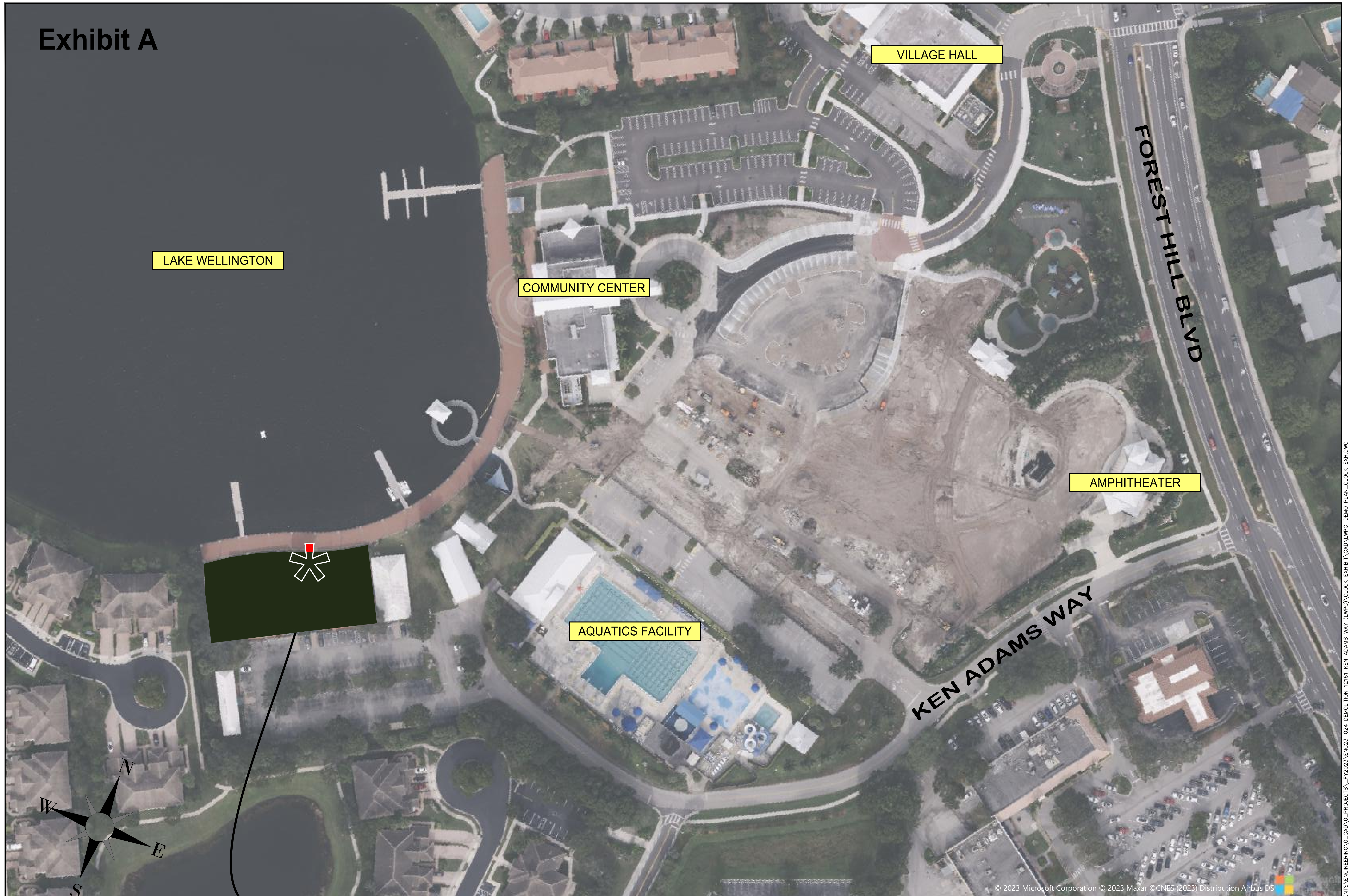
By: \_\_\_\_\_  
Michael J. Napoleone, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Laurie Cohen, Village Attorney



# Exhibit A



LAKE WELLINGTON

VILLAGE HALL

COMMUNITY CENTER

AMPHITHEATER

AQUATICS FACILITY

FOREST HILL BLVD

KEN ADAMS WAY

PROPOSED CLOCK TOWER SITE



NO.	DATE	REMARKS	BY

**SITE PLAN LOCATION**  
 FOR  
**LAKE WELLINGTON NEW CLOCK TOWER**  
 12161 KEN ADAMS WAY, WELLINGTON, FL 33414



START DATE	10-7-24
DRAWN	J. HANCHUK
REQUESTED	J. REINSVOLD
PROJECT MANAGER	J. HANCHUK
CHECKED	J. REINSVOLD

ENG JOB NO.  
**ENG23-024**



# Exhibit B

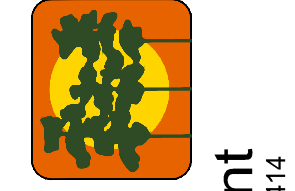


PROJECT EXAMPLE

NOTE: 2023 AERIAL

NO.	DATE	REMARKS	BY

CLOCK EXHIBIT  
FOR  
12161 KEN ADAMS WAY  
WELLINGTON, FL 33414



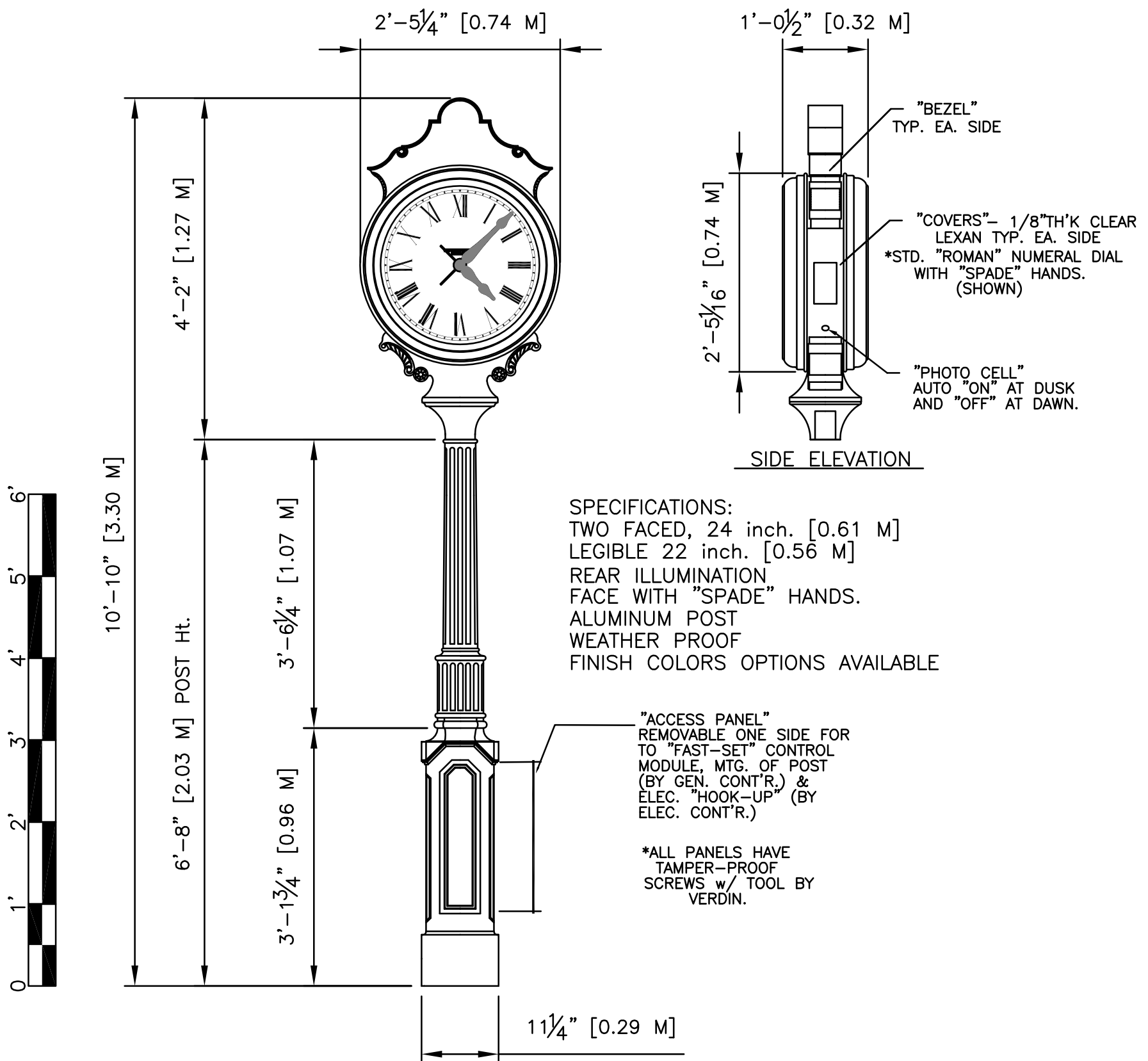
**Engineering Department**  
12300 Forest Hill Boulevard, Wellington, Florida 33414

START DATE	END DATE	NO.	DATE	REMARKS	BY
NA	NA	NA	NA	NA	NA

W:\DEPARTMENT\ENGINEERING\0\_CAD\0\_PROJECTS\F2023\ENG23-024 DEMOLITION 12161 KEN ADAMS WAY (LWPC)\CLOCK EXHIBIT\LWPC-DEMO PLAN\CLOCK\_EXH.DWG



# HOWARD REPLICIA II



MODEL No. 4Z  
Scale: 1/2" = 1' 0"



## VERDIN DESIGN GROUP

THE VERDIN COMPANY  
CORPORATE HEADQUARTERS  
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**AFFIDAVIT OF VENDOR/CONTRACTOR**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned, personally appeared \_\_\_\_\_ (Name of Affiant), who, first being duly sworn, deposes and says:

1. I have personal knowledge of the facts in this affidavit and am of legal age and of no disability and have the authority to make the statements contained herein.
2. I am the officer or agent of the business entity named below and make this affidavit to comply with section 787.06, Florida Statutes.
3. The business entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes.
4. I understand that I have a continuing obligation to notify the Village of Wellington if the status of the business entity changes.
5. Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NOT.

Affiant Name: Walter Imperatore


Signature: 

Title: President

Business Entity Name: Rotary Club of Wellington, Inc.

Date: 11/1, 2024

1<sup>st</sup> SWORN TO AND SUBSCRIBED before me by means of  physical presence or  online notarization, this day of November, 2024, by Walter Imperatore (Name of Affiant), as President (Title) of Rotary Club of Wellington (Name of Business Entity), who is personally known to me or who has produced Driver's License etc., as identification.

  
NOTARY PUBLIC, State of: Florida  
Printed Notary Name: Chevelle D. Hall  
My Commission Expires: 7/25/2026

