

AGREEMENT FOR HISTORICAL SERVICES

THIS AGREEMENT is entered into this ____ day of _____, 2024, by and between the **VILLAGE OF WELLINGTON**, a municipal corporation organized and existing under the laws of the State of Florida, referred to as “**WELLINGTON**,” and the **WELLINGTON HISTORICAL SOCIETY, INC.**, a Florida not-for-profit corporation, referred to as “**WELLINGTON HISTORICAL SOCIETY**.”

WITNESSETH:

WHEREAS, WELLINGTON HISTORICAL SOCIETY was created to provide historical, cultural, educational, and civic opportunities to the residents of Wellington on a nondiscriminatory basis; and,

WHEREAS, WELLINGTON HISTORICAL SOCIETY desires to assist WELLINGTON in providing such opportunities to residents within its community; and

WHEREAS, WELLINGTON is desirous of permitting the WELLINGTON HISTORICAL SOCIETY to use certain parts of the Wellington Community Center (“**WCC**”), or such other facilities as the Village is able to provide, on such terms and conditions as more particularly provided for below; and

WHEREAS, WELLINGTON HISTORICAL SOCIETY, an IRC 501(c)(3) Organization, raises and expends funds in furtherance of its goal of preserving the unique history of Wellington through the collection and cataloging of artifacts and the development of educational programming; and

WHEREAS, it is a purpose of WELLINGTON to assist civic organizations within its boundaries, and WELLINGTON desires to do so in a cost-effective manner.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

The above recitals are true and correct and are incorporated herein by reference.

- 1. ACCESS TO RECORDS.** WELLINGTON HISTORICAL SOCIETY agrees to grant to WELLINGTON, at reasonable times, access to all records, whether kept at WELLINGTON or at the corporate office of WELLINGTON HISTORICAL SOCIETY, if any.
- 2. EDUCATIONAL PROGRAMMING.** WELLINGTON HISTORICAL SOCIETY shall offer programs in cooperation with WELLINGTON to further the education and appreciation of the citizens of WELLINGTON with respect to WELLINGTON’S history (both before and after incorporation) for which WELLINGTON may provide support such as stage setup or exhibit space, as applicable, at the WCC or other such location within Wellington’s municipal

boundaries as may be deemed desirable by WELLINGTON and WELLINGTON HISTORICAL SOCIETY, all on a space available basis.

- 3. USE OF WELLINGTON FACILITIES.** WELLINGTON may provide, without charge, the WCC facilities or such other location within WELLINGTON’S municipal boundaries as may be requested by WELLINGTON HISTORICAL SOCIETY from time to time. WELLINGTON reserves the right to relocate all activities of WELLINGTON HISTORICAL SOCIETY to such other location(s) as it deems necessary, upon reasonable notice. The parties to this Agreement agree to work with each other to accommodate WELLINGTON HISTORICAL SOCIETY uses and WELLINGTON uses. WELLINGTON will endeavor to provide additional rooms at its facilities for WELLINGTON HISTORICAL SOCIETY programs and uses if the same are available. However, WELLINGTON HISTORICAL SOCIETY recognizes that such space shall only be available if not being used for some other event or matter and is on a “first-come, first-served basis.” For purposes of this Agreement, all references to Wellington facilities or Wellington property means facilities and property owned by WELLINGTON and/or its dependent special district, the Acme Improvement District.
- 4. WELLINGTON EVENTS.** WELLINGTON HISTORICAL SOCIETY shall participate in events organized by WELLINGTON when the parties believe that such participation is within the scope of WELLINGTON HISTORICAL SOCIETY’S purpose and appropriate to, and will benefit, the success of such event. To that end, and for other purposes of this Agreement, WELLINGTON may endeavor to make available to WELLINGTON HISTORICAL SOCIETY WELLINGTON’S communications personnel (which may mean such personnel utilizing WELLINGTON equipment and facilities), subject to availability, for the production and presentation of oral histories and of the other programming or presentation developed by WELLINGTON HISTORICAL SOCIETY which can be used to support WELLINGTON events but which may also be used by WELLINGTON HISTORICAL SOCIETY in furtherance of its own activities.
- 5. HISTORICALLY-ORIENTED PROGRAMMING.** WELLINGTON HISTORICAL SOCIETY shall provide historically-oriented programming for WELLINGTON’S community channel and other media, which WELLINGTON may broadcast at such time and with such frequency as WELLINGTON reasonably elects. To assist WELLINGTON HISTORICAL SOCIETY in doing so, WELLINGTON may endeavor to make available WELLINGTON’S communications personnel, subject to availability, for the production and presentation of oral histories, lectures and other programming developed by WELLINGTON HISTORICAL SOCIETY in furtherance of this Section.
- 6. FOUNDERS PLAQUE.** WELLINGTON HISTORICAL SOCIETY shall, upon request from the WELLINGTON Village Council from time to time, make recommendations of persons whose names will appear on WELLINGTON’S “Founders Plaque” according to such standards for qualification as the Village Council may approve.
- 7. LOCAL BROADCASTING.** WELLINGTON may, subject to availability, broadcast WELLINGTON HISTORICAL SOCIETY programming on WELLINGTON’S government access television channel.

- 8. RELEASE, INDEMNIFICATION AND HOLD HARMLESS.** In consideration for this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WELLINGTON HISTORICAL SOCIETY hereby releases, indemnifies, and holds harmless WELLINGTON, Acme, and their respective officers, agents, elected officials, and employees (“**Indemnified Parties**”) from and against all claims, damages, actions, losses, and expenses including, without limitation, claims by or on behalf of WELLINGTON HISTORICAL SOCIETY, its employees, officers, members, participants, spectators, or attendees, for personal injury, illness, death, medical bills or any other type of injury or damage, together with attorneys’ fees, at both the trial and appellate level, arising out of, resulting from, or relating to events, activities, or programs held pursuant to this Agreement or its use of any Wellington facilities, or WELLINGTON HISTORICAL SOCIETY’s violation of any rule, law, code, or ordinance, including applicable Wellington policies, emergency order, or federal, state, or local health guideline with respect the events, programs, or activities required or permitted by this Agreement or the use of any Wellington facility to hold such events, programs, or activities. WELLINGTON HISTORICAL SOCIETY acknowledges, understands, and agrees that this provision is binding upon it, as well as its successors, assigns, and legal representatives. Nothing contained herein shall be construed or interpreted as consent by WELLINGTON or Acme to be sued by third parties, nor as a waiver of sovereign immunity beyond the waiver or monetary limits provided in section 768.28, Florida Statutes, nor as a waiver of any defense available to WELLINGTON or Acme under Florida law. The provisions of this paragraph shall survive the termination of this Agreement.
- 9. EFFECTIVE DATE; TERM.** This Agreement shall become effective on October 1, 2024 and shall continue through September 30, 2029, at which time it shall automatically terminate unless specifically extended in writing by both parties.
- 10. TERMINATION.** WELLINGTON HISTORICAL SOCIETY may terminate this Agreement for any reason upon providing the other party with thirty (30) days written notice. WELLINGTON may cancel this agreement or withdraw its consent for CO-SPONSOR to use Wellington staff and/or facilities at any time and for any reason. WELLINGTON shall not be liable to WELLINGTON HISTORICAL SOCIETY for any cost, fee, or other damages incurred by WELLINGTON HISTORICAL SOCIETY in connection with the termination of this Agreement or the withdrawal of its consent for WELLINGTON HISTORICAL SOCIETY to use its facilities.
- 11. EVENT MESSAGING.** WELLINGTON HISTORICAL SOCIETY understands and agrees that its use of Wellington services and facilities under this Agreement is being granted as part of a co-sponsorship with WELLINGTON and that participants, attendees, observers, and members of the public would reasonably believe that any messaging pertaining to events, activities, or programs held on Wellington property pursuant to this Agreement is endorsed by WELLINGTON. WELLINGTON HISTORICAL SOCIETY acknowledges that WELLINGTON has a long history of maintaining a neutral position on political and other controversial subjects that are inconsistent with the community-oriented focus of WELLINGTON’s events and that it is the policy of WELLINGTON to maintain its neutral stance at all events hosted or co-sponsored by WELLINGTON on Wellington property. WELLINGTON

HISTORICAL SOCIETY agrees to adhere to this policy in connection with any events, activities, or programs conducted pursuant to this Agreement and acknowledges that all vendors and sponsors selected for such events, activities, or programs and any promotional materials created for, displayed, or distributed at such events, activities or programs by WELLINGTON HISTORICAL SOCIETY, or any vendor or sponsor, must be approved by WELLINGTON. Politicians and candidates for elected office may not be co-sponsors, vendors, or sponsors of events, activities, or programs held pursuant to this Agreement.

- 12. INSURANCE.** WELLINGTON HISTORICAL SOCIETY agrees to procure and maintain, at its sole cost and expense, and in a form and content acceptable to WELLINGTON, the following insurance policies and coverage requirements:

 - A. General Liability Insurance – 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 upon execution of this Agreement. WELLINGTON HISTORICAL SOCIETY shall name “The Village of Wellington” and “Acme Improvement District” as an additional insured under the general liability policy, and coverage shall be primary and non-contributory with minimum limits of \$1,000,000 per occurrence with a \$2,000,000 aggregate.
 - B. Such other insurance as may be required by Wellington’s Purchasing Manual for a particular event, activity, or program conducted pursuant to this Agreement, provided that if WELLINGTON HISTORICAL SOCIETY determines that the cost thereof is prohibitive, it may terminate this Agreement upon ten (10) days prior written notice to WELLINGTON.
 - C. WELLINGTON may cancel this Agreement at any time if WELLINGTON HISTORICAL SOCIETY fails to comply with any of the insurance provisions herein.
- 13. INDEPENDENT CONTRACTOR.** 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 HISTORICAL SOCIETY and WELLINGTON. 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.
- 14. USE OF TRADEMARKS OR SERVICE MARKS.** Except as expressly provided herein, neither party shall have the right to use in any way the corporate or trade name, trademark(s), service mark(s), logo(s) or other identification of the other party without its prior written consent.
- 15. FAILURE TO OBJECT NOT A WAIVER.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other party which is in violation of the terms hereof shall not be construed as a waiver thereof, nor of any future breach of subsequent wrong conduct.

- 16. COOPERATION WITH THE INSPECTOR GENERAL.** Pursuant to Ordinance No. 2011-009, Palm Beach County has established the Office of the Inspector General, which is authorized to review Village contracts and records. The Contracting Party shall fully cooperate with the Inspector General and shall provide access to the records in the manner provided herein for the Village 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.
- 17. GOVERNING LAW AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of Florida. Should any dispute arise from this Agreement, venue shall lie in Palm Beach County, Florida.
- 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 legal and business 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 nevertheless 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. ASSIGNMENT; BINDING EFFECT.** The rights and obligations under this Agreement may not be assigned by either party without the express written consent of the other party. This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.
- 20. ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings or agreements in regard thereto. This Agreement cannot be altered or modified except by an amendment in writing signed by both parties.
- 21. NOTICE.** All notices required hereunder shall be sent via regular mail with a copy sent via email. All notices shall be directed as follows:

TO WELLINGTON:

Jim Barnes
 Village Manager
 12300 Forest Hill Boulevard
 Wellington, FL 33414
jbarnes@wellingtonfl.gov

TO WELLINGTON HISTORICAL SOCIETY:

Sue Bierer
 President
 121 Ken Adams Way, Suite 110-C
 Wellington, FL 33414
suebierer@aol.com

- 22. SEXUAL ABUSE AND HARASSMENT.** 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.

- 23. 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 CO-SPONSOR, its employees, officers, agents, members, participants, vendors, sponsors, volunteers, or attendees in connection with events, activities, or programs held pursuant to this Agreement is prohibited and may be reported to the appropriate authorities.
- 24. NON-DISCRIMINATION.** WELLINGTON HISTORICAL SOCIETY shall not unlawfully discriminate against any person in its operation and activities or in its use of Wellington property or in fulfilling its obligations under this Agreement. WELLINGTON HISTORICAL SOCIETY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing the Event set forth in 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, WELLINGTON HISTORICAL SOCIETY 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. WELLINGTON HISTORICAL SOCIETY'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.
- 25. 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.
- 26. HEADINGS.** The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed in the respective names by their proper officials and under their corporate seals as of the date and year first above written.

**WELLINGTON HISTORICAL SOCIETY,
INC.** a Florida not-for-profit corporation

By: _____
Sue Bierer
President

ATTEST:

VILLAGE OF WELLINGTON, a
municipal corporation organized and
existing under the laws of the State of
Florida

By: _____
Chevelle D. Hall
Village Clerk

By: _____
Michael J. Napoleone
Mayor

**APPROVED AS TO FORM
LEGAL SUFFICIENCY**

By: _____
Rachel Bausch
Asst. Village Attorney

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: _____

Signature: _____

Title: _____

Business Entity Name: _____

Date: _____, 20____

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization, this ___ day of _____, 20____, by _____ (Name of Affiant), as _____ (Title) of _____ (Name of Business Entity), who is personally known to me or who has produced _____, as identification.

NOTARY PUBLIC, State of: _____

Printed Notary Name:

My Commission Expires: