

CONTRACT FOR SENIOR CITIZENS SERVICES

THIS AGREEMENT is entered into this 1st day of October, 2024, by and between the VILLAGE OF WELLINGTON, a municipal corporation organized and existing under the laws of the State of Florida (“WELLINGTON”), and the WELLINGTON SENIORS CLUB, INC., a not-for-profit Florida corporation (“CLUB”).

WITNESSETH:

WHEREAS, CLUB provides recreational, cultural, and civic opportunities to the senior citizens of Wellington on a nondiscriminatory basis, and

WHEREAS, CLUB desires to assist WELLINGTON in providing such recreational, cultural, and civic opportunities to senior citizens within its community; and

WHEREAS, WELLINGTON desires to permit CLUB to use certain parts of the Wellington Community Center (WCC), and Wellington’s Recreational Center at Village Park (the “GYM”) or such other facilities as WELLINGTON is able to provide, on such terms and conditions as more particularly provided for below; and

WHEREAS, it is a purpose of WELLINGTON to assist civic organizations, such as CLUB, 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:

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

2. **TERM OF AGREEMENT**

This Agreement shall commence on October 1, 2024 and remain in effect through September 30, 2026, unless terminated sooner pursuant to the terms set forth herein.

3. **WELLINGTON’S RESPONSIBILITIES**

- A. Existing Fund Balance and Allotted Funds: CLUB currently has an existing fund balance of **\$146,890.25** in accounts held by its financial institution (the “Existing Funds”). These funds have accumulated over a period of years when Wellington has been budgeting and approving the expenditure of public funds to assist the CLUB in providing cultural and recreational programming to its members. In addition, the Wellington Council has budgeted and approved funding for CLUB in an amount not to exceed fifty-six thousand, two hundred dollars

(\$56,200.00) (the “Allotted Funds”) for FY 2025 for these purposes. The parties recognize that it was never their intent for the CLUB to accumulate funds and was the intent of the parties that nearly all funds paid to CLUB by Wellington be used for programming purposes. Accordingly, all programming for CLUB shall be paid for first by using the Existing Funds. When the Existing Funds balance drops to \$50,000.00, Club shall present Wellington with receipts for the previous quarter’s expenses and Wellington shall reimburse CLUB for such expenses from the Allotted Funds on a case-by-case basis. All Allotted Funds shall be for the exclusive benefit and use of the CLUB for the activities, events and programs provided for in section 4 below during the term of this Agreement.

- B. WELLINGTON will provide the stage setup at the WCC or other such location within Wellington’s municipal boundaries, as may be designated by WELLINGTON, for all meetings of CLUB as well as for all events set forth herein.
- C. WELLINGTON will provide the GYM, WCC facilities or such other location within Wellington’s municipal boundaries as may be designated by WELLINGTON from time to time. WELLINGTON reserves the right to locate all activities of CLUB to such other location(s) as it deems necessary. The parties to this Agreement agree to work with each other to accommodate CLUB’s use of the WCC or GYM for the CLUB’s membership luncheons and use of the WCC facilities for the CLUB’s meetings and programs. WELLINGTON will endeavor to provide additional rooms at its facilities for CLUB programs and uses if the same are available. However, CLUB 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.”
- D. The parties hereto understand that the sole financial obligation of WELLINGTON is the funding set forth in paragraph 2(A) of this Agreement. If the Existing Funds balance drops to \$50,000.00 and the Allotted Funds are insufficient to fund the activities and programs contemplated in section 4 for the remaining term of the Agreement, WELLINGTON will consider budgeting additional funds to cover the costs of such activities and programs. The CLUB shall not seek any additional funding from WELLINGTON for the period of this Agreement.

4. CLUB’S RESPONSIBILITIES

During the course of this Agreement, CLUB agrees to:

- A. Hold nine (9) monthly general membership meetings for each fiscal year (October 1 through September 30) this Agreement is in effect. Such meetings will be held on the third Wednesday of each month at the GYM or the WCC.
- B. Develop, produce, and mail a monthly newsletter to its general membership. The newsletter will be published and distributed at least ten (10) months per fiscal year.
- C. Sponsor and provide Nine (9) to Thirteen (13) "Steppin Out" Programs and bus trips per fiscal year.
- D. During each fiscal year, hold an Installation/Holiday Dinner in December, a Spring Event in April, and a Volunteer Recognition Luncheon in June.
- E. Provide Bridge: Mondays, 12:00 P.M. to 4:00 P.M., at the WCC or such other location within Wellington's municipal boundaries as may be designated by WELLINGTON.
- F. Provide Duplicate Bridge: Tuesdays and Thursdays, 12:00 P.M. to 4:00 P.M., at the WCC or such other location within Wellington's municipal boundaries as may be designated by WELLINGTON.
- G. Provide Canasta: Wednesdays, 12:00 P.M. to 4:00 P.M., at the WCC or such other location within Wellington's municipal boundaries as may be designated by WELLINGTON.
- H. Provide Mah Jongg: Tuesdays, 12:00 P.M. to 4:00 P.M., at the WCC or such other location within Wellington's municipal boundaries as may be designated by WELLINGTON.
- I. Provide Quilters: Every Thursday, 9:00 A.M. to 12:00 P.M., at the WCC or such other location within Wellington's municipal boundaries as may be designated by WELLINGTON.
- J. Provide invoice for expenses on a quarterly basis.

Quarter ending 12/31 due no later than 1/31.

Quarter ending 3/31 due no later than 4/30.

Quarter ending 6/30 due no later than 7/31.

Quarter ending 9/30 due no later than 10/31.

5. ACCESS TO BOOKS AND RECORDS AND BOARD MEETINGS

- A. CLUB agrees that if requested it will furnish to WELLINGTON Finance Director or the Parks & Recreation Director or their designees, current quarterly accounting of financial activity that meets acceptable accounting practices and guidelines for sponsored activities as provided in this Agreement, including: a) Balance Sheet; b) Statement of Revenues and Expenses setting forth the budgeted and actual revenues and expenses for the quarter and year-to-date; and c) Quarterly report on status of funded programs outlined in section 4 of this Agreement, together with supporting documentation demonstrating expenditures of the money for such programs.
- B. CLUB agrees that WELLINGTON has the right to access and examine all books and records of CLUB, whether kept at WELLINGTON or at the corporate office of CLUB. WELLINGTON's right of access and right to examine the books and records of CLUB is a material inducement to WELLINGTON entering into this Agreement.
- C. CLUB agrees to permit a Wellington representative to attend all meetings of its Board of Directors, with the exception of attorney-client sessions.

6. INSURANCE

CLUB shall procure and maintain, 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 no later than October 1, 2024. CLUB shall name The Village of Wellington and Acme Improvement District as an additional insured under the general liability policy on a primary and non-contributory basis (unless waived), with minimum limits of \$1,000,000 per occurrence with a \$2,000,000 aggregate. WELLINGTON may cancel this Agreement at any time if CLUB fails to comply with any of the insurance provisions herein.
- B. Such other insurance as deemed appropriate by WELLINGTON based on the nature of the Event and the requirements set forth in the Wellington Purchasing Manual.

7. INTENTIONALLY DELETED

8. RELEASE, HOLD HARMLESS AND INDEMNIFICATION

In consideration for this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CLUB hereby releases, indemnifies, and holds harmless WELLINGTON, Acme Improvement District and their officers, agents, elected and other officials, and employees (“Indemnified Parties”) from and against all claims, damages, actions, losses, and expenses including, without limitation, claims by or on behalf of CLUB, 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 held pursuant to this Agreement or its use of any WELLINGTON/ACME facilities, or CLUB’s violation of any rule, law, code, ordinance, emergency order, or federal, state, or local health guideline with respect the events required or permitted by this Agreement or the use of any WELLINGTON/ACME facility to hold such events. CLUB acknowledges, understands, and agrees that this provision is binding upon it, as well as its successors and assigns. 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. The provisions of this paragraph shall survive the termination of this Agreement.

9. MATCHING FUNDS; SPONSORSHIP FEES

- A. The parties hereto agree that CLUB may apply for matching funds from such other governmental, civic, or charitable organization and a portion of the funds herein may be used in connection with such endeavor, so long as it does not materially affect the programs contemplated herein. Any other amounts received by CLUB shall be reflected on the financial statements required in Section 5 above.
- B. The Club may solicit Sponsorship Fees, from any professional organization including but not limited to medical groups, accountants, dentists, chiropractic, attorneys, etc. for any and all events, programs and activities set forth in Section 5 above. Any such Fees shall not be offset against the Allotted Funds for FY 2025.

10. TERMINATION

Except as otherwise specified in this Agreement, either party may terminate this Agreement for any reason upon providing the other party with thirty (30) days written notice. WELLINGTON shall not be liable to CLUB for any cost, fee, or other damages incurred by CLUB in connection with the termination of this Agreement or the withdrawal of its consent for CLUB to use its Facilities or to fund an event. However, WELLINGTON shall be obligated and responsible for paying for all contracted expenses incurred and owed by the

CLUB as of the date of WELLINGTON's termination of this Agreement and directly resulting from WELLINGTON's termination of this Agreement.

11. REPRESENTATIONS AND WARRANTIES

A. CLUB represents, warrants and covenants to WELLINGTON as follows:

- (1) That CLUB has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms.
- (2) This Agreement, when executed and delivered by CLUB, shall be a legal, valid and binding obligation enforceable against CLUB in accordance with its terms, except to the extent that enforcement may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.
- (3) The execution, delivery and performance of this Agreement by CLUB does not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound, and no approval or other action by any governmental entity or agency is required in connection herewith.
- (4) Each of the foregoing representations, warranties and covenants shall be true at all times during the term hereof. CLUB acknowledges that each of such representations, warranties and covenants are deemed to be material; and have been relied upon by WELLINGTON.

B. WELLINGTON represents, warrants and covenants to CLUB as follows:

- (1) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms.
- (2) This Agreement when executed and delivered by WELLINGTON shall be a legal, valid and binding obligation enforceable against WELLINGTON in accordance with its terms.
- (3) The execution, delivery and performance of this Agreement by WELLINGTON does not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound, and no approval or other action by any governmental entity or agency is required in connection herewith.

(4) Each of the foregoing representations, warranties and covenants shall be true at all times during the term hereof. WELLINGTON acknowledges that each of such representations, warranties and covenants are deemed to be material; and have been relied upon by CLUB.

12. 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.

13. INDEPENDENT CONTRACTOR

CLUB and WELLINGTON 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 CLUB and WELLINGTON. Each party acknowledges and agrees that it neither has nor shall give the appearance or impression of having legal authority to bind or commit the other party in any way.

14. 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.

15. NOTICES

All notices required or permitted hereunder shall be deemed duly given if sent by certified mail, postage prepaid, or via Federal Express or UPS Next Day Air, addressed to the parties as follows:

To WELLINGTON: Village of Wellington
12300 Forest Hill Boulevard
Wellington, FL 33414
Attn: Village Manager

With a copy to:
Village Attorney
12300 Forest Hill Boulevard
Wellington, FL 33414

To CLUB: Wellington Seniors Club
Eileen Kuhnel, , President
746 Lake Wellington Drive

Wellington, FL 33414

With copy to:

Alan S. Zangen, P.A.

270 S. Central Blvd., Ste.108

Jupiter, FL 33458

16. LIMITATIONS ON ASSIGNMENT; BINDING EFFECT

- A. The rights and obligations under this Agreement may not be assigned by the parties hereto without the express written consent of the other party.
- B. This Agreement and all of the terms and provisions hereof will be binding upon, and will inure to the benefit of, the parties hereto and their respective successors and assigns.

17. APPROVAL

Whenever approval, consent, information or data is herein required of either or both parties, the same shall not be unreasonably or arbitrarily delayed or withheld.

18. COMPLIANCE WITH THE LAW

If a reasonable basis exists for believing that any provision of this Agreement violates any federal, state or local law or regulation, then the parties hereto shall promptly modify this Agreement to the extent necessary to bring about compliance with such law and/or regulation; provided, however, that if such modification would cause this Agreement to fail in its essential purpose or purposes, it shall be deemed canceled by mutual agreement of the parties.

19. NON-DISCRIMINATION

CLUB shall not unlawfully discriminate against any person in its operation and activities in fulfilling its obligations under this Agreement. CLUB shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing the programming 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. CLUB'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.

20. 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. CLUB 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 2011-049 and shall be punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

21. CONSTRUCTION AND SEVERABILITY

WELLINGTON and CLUB agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect.

22. SCRUTINIZED COMPANIES

CLUB certifies, pursuant to sections 215.4725 and 287.135 of the Florida Statutes, 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 CLUB has submitted a false certification or otherwise engaged in the activities prohibited by this paragraph or the applicable Florida Statutes, WELLINGTON may terminate this Agreement and pursue the remedies set forth in section 287.135, Florida Statutes, and any other available remedies.

23. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

24. 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.

25. 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 agreement in writing signed by both parties.

26. **GOVERNING LAW AND VENUE**

This Agreement shall be governed in accordance with the laws of the State of Florida, and venue for any action enforcing the terms of this Agreement shall be Palm Beach County, Florida.

27. **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 on or about October 1 of each fiscal year and the Agreement is subject to fiscal funding out.

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.

SIGNED ON: _____, 2025 *nunc pro tunc* to October 1, 2024.

ATTEST:

WELLINGTON, FLORIDA


By: _____
Chevelle D. Hall, Clerk

By: _____
Michael J. Napoleone, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

WELLINGTON SENIORS CLUB, INC.

By: _____
Laurie S. Cohen, Village Attorney

By:  _____
Eileen Kuhnel, President

AFFIDAVIT OF VENDOR/CONTRACTOR

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned, personally appeared EILEEN A. KUHNEL (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: EILEEN A. KUHNEL

Signature: [Signature]

Title: PRESIDENT

Business Entity Name: WELLINGTON SENIORS CLUB, INC.

Date: JULY 29, 2025

SWORN TO AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, this 29 day of July, 2025, by Eileen Kuhnelt (Name of Affiant), as President (Title) of Wellington Seniors Club, Inc. (Name of Business Entity), who is personally known to me or who has produced FDX [Redacted], as identification.



NOTARY PUBLIC, State of: _____

Printed Notary Name: _____

My Commission Expires: _____