

## **CONTRACT FOR SENIOR CITIZENS SERVICES**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, 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 Pierson 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 such civic organizations, such as CULB, 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. **WELLINGTON’S RESPONSIBILITIES**

A. **Allotted Funds:** 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 2023 to assist CLUB in providing cultural and recreational services as provided for herein. WELLINGTON shall make payment to CLUB upon acceptance of receipts for the previous quarter’s expenses. Such funds will be disbursed by WELLINGTON on a case-by-case basis for events, programs, and other activities and shall be for the exclusive benefit and use of the CLUB for the period commencing October 1, 2022 through September 30, 2023. The funds will be used for the activities and programs provided for in section 3 below.

- 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 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 of this Agreement and CLUB shall not seek any additional funding from WELLINGTON for the period of this Agreement.

3. **CLUB'S RESPONSIBILITIES**

During the course of this Agreement, subject to COVID-19 CDC guidelines and governmental rules ordinances, policies or orders, CLUB agrees to:

- A. Hold nine (9) monthly general membership meetings on the third Wednesday of each month. The location of such meetings shall be at the GYM or 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 year.
- C. Sponsor and provide Ten (10) to Fourteen (14) "Steppin Out" Programs and bus trips.
- D. 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: 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.
- 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.

4. **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 sections 2 and 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 and such rights and obligations shall survive the term of 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.

5. **INSURANCE**

CLUB shall procure and maintain, from the Allocated Funds, and in a form and content acceptable to WELLINGTON, the following insurance policies and coverage requirements.

- A. General Liability Insurance – General liability insurance for the Event 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, 2022. CLUB shall name The Village of Wellington and Acme Improvement District as an additional insured under the general liability policy, 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’S Risk Management Department.

**6. COVID-19 PROCEDURES**

CLUB agrees that it will, at all times, conduct its events in accordance with all CDC guidelines and governmental rules, orders, policies and ordinances and other health guidelines, for vaccinated and non-vaccinated individuals, including face mask requirements, if any, and that CLUB, its employees, officers, members, participants, spectators, and attendees shall practice safe social distancing and wear a mask, if required during all events.

**7. 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, 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 and are in addition to, and supplemented by, the Release, Indemnification, and Hold Harmless Agreement Relating to Coronavirus/COVID-19 attached hereto as Exhibit "A" and incorporated herein by this reference.

**8. MATCHING FUNDS**

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 4 above.

**9. 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. Additionally, given the ongoing uncertainty relating to the novel coronavirus/COVID-19, WELLINGTON may cancel or temporarily suspend this Agreement or withdraw its consent for CLUB to use any Wellington/Acme Facilities or to hold any event using the Allotted Funds at any time if WELLINGTON, in its sole discretion, determines that an event cannot be conducted in accordance with current federal, state, or local health guidelines or that holding an event poses a threat to the general health, safety, or welfare of the community. 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 owed by the CLUB and directly resulting from WELLINGTON's cancellation or suspension of this Agreement.

**10. 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.

#### **11. 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.

#### **12. 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.

**13. 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.

**14. 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 Kuhnle, President  
746 Lake Wellington Drive  
Wellington, FL 33414

With copy to:  
Alan S. Zangen, P.A.  
12008 South Shore Boulevard  
Wellington, FL 33414

**15. LIMITATIONS ON ASSIGNMENT**

- 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.

**16. 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.

**17. 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.

**18. 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 2009-049 and shall be punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**19. TERM**

This Agreement shall be effective during the period provided above and shall automatically terminate unless specifically extended in writing by both parties.

**20. 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.

**21. 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, WELLINGTON may terminate this Agreement and pursue the remedies set forth in section 287.135, Florida Statutes, and any other available remedies.

22. **HEADINGS**

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

23. **EFFECTIVE DATE**

This Agreement shall become effective upon execution by all parties. No services shall be provided prior to the Effective Date.

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.

**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.

**ATTEST:**

**WELLINGTON, FLORIDA**

By: \_\_\_\_\_  
Chevelle D. Addie, Clerk

By: \_\_\_\_\_  
Anne Gerwig, Mayor

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

**WELLINGTON SENIORS CLUB, INC.**

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

By:  \_\_\_\_\_  
Print Name: Eileen Kuhnel  
Title: \_President\_



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## Detail by Entity Name

Florida Not For Profit Corporation  
WELLINGTON SENIORS CLUB, INC.

### Filing Information

**Document Number** N01000008572  
**FEI/EIN Number** 80-0026674  
**Date Filed** 12/07/2001  
**State** FL  
**Status** ACTIVE

### Principal Address

2108 Wingate Bend  
WELLINGTON, FL 33414

Changed: 10/10/2021

### Mailing Address

2108 Wingate Bend  
WELLINGTON, FL 33414

Changed: 10/10/2021

### Registered Agent Name & Address

Scalzitti, Janet Lee  
2108 Wingate Bend  
Wellington, FL 33414

Name Changed: 01/06/2021

Address Changed: 10/10/2021

### Officer/Director Detail

#### **Name & Address**

Title TREA

SCALZITTI, JANET Lee  
2108 Wingate Bend  
WELLINGTON, FL 33414

Title RE/S

Parreco, Stephanie  
2069 Vinings Cir #1202  
Wellington, FL 33414

**MOVED**

Title CO/S

Janice, Downs  
3125 VERDMONT LANE  
WELLINGTON, FL 33414

Title President

Kuhnel, Eileen  
746 Lake Wellington Drive  
WELLINGTON, FL 33414

Title VP

Parreco, Stephanie  
2069 Vinings Cir #1202  
Wellington, FL 33414

**MOVED**

#### **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2021	01/06/2021
2021	03/24/2021
2022	01/30/2022

#### **Document Images**

<a href="#">01/30/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/10/2021 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/24/2021 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/06/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/03/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/04/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/03/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/03/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/14/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/22/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/10/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">12/11/2013 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/27/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/10/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/25/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/06/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/03/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/07/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>



[01/31/2010 -- ANNUAL REPORT](#)  
[01/07/2009 -- ANNUAL REPORT](#)  
[07/28/2008 -- ANNUAL REPORT](#)  
[02/07/2007 -- ANNUAL REPORT](#)  
[02/17/2006 -- ANNUAL REPORT](#)  
[02/18/2005 -- ANNUAL REPORT](#)  
[03/10/2004 -- ANNUAL REPORT](#)  
[01/17/2003 -- ANNUAL REPORT](#)  
[02/26/2002 -- ANNUAL REPORT](#)  
[12/07/2001 -- Domestic Non-Profit](#)

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## **EXHIBIT A**

### **Release, Indemnification, and Hold Harmless Agreement Relating to Coronavirus/COVID-19 for Wellington Facility Use**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization.. COVID-19 is a new virus, highly contagious, and despite reasonable precautions, may be transmitted. COVID-19 is believed to spread mainly from person-to-person through respiratory droplets produced when an infected person coughs or sneezes. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

WELLINGTON SENIORS CLUB, INC. ("CLUB") acknowledges that the Village of Wellington ("Wellington") allows members of the community and organizations to use facilities owned and operated by Wellington for group gatherings and events. CLUB is aware of the contagious nature of COVID-19 and has voluntarily chosen to hold its events at Wellington facilities made available to it as set forth in the Agreement ("Facilities"). CLUB acknowledges that its use of the Facilities requires that its members, guests, and attendees follow all CDC guidelines and governmental rules, orders, policies and ordinances, including face mask requirements, and that its vaccinated and non-vaccinated members, guests, and attendees practice safe social distancing and wear a mask, if required during its use of the Facilities.

In consideration for being permitted the benefit and accommodation of using the Facilities during any state of emergency relating to COVID-19 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CLUB hereby releases, indemnifies, and holds harmless Wellington, its officers, agents, elected officials, and employees ("Indemnified Parties") from and against all claims, damages, actions, losses, and expenses including, without limitation, claims for personal injury, death, medical bills or any other type of injury or damage, arising out of, resulting from, or relating to itself, its members, guests, and attendees contracting, spreading, or becoming ill from COVID-19 as a direct result of its use of the Facilities or Wellington property or its violation of any rule, law, code, ordinance, emergency order, or federal, state, or local health guideline with respect to its use of the Facilities.

CLUB acknowledges, understands, and agrees that all provisions of this Release shall be binding upon it, as well as its legal representatives, successors and assigns. CLUB's agreement to indemnify and hold harmless the Indemnified Parties. CLUB acknowledges and agrees that neither Wellington nor any of the other parties indemnified or held harmless

herein shall ever be deemed an insurer against any loss, damage, injury or death occurring in or with respect to the use of the Facilities. CLUB expressly agrees that the foregoing Release is intended to be as broad and inclusive as permitted by law.

This Agreement contains the entire understanding of the parties relating to the subject matter of this Exhibit A.

WELLINGTON SENIORS CLUB, INC.

By: Eileen Kuhnel  
Eileen Kuhnel, President

Date: 9/20/22