

## **CONTRACT FOR SENIOR CITIZENS SERVICES**

**THIS AGREEMENT** is entered into this 9<sup>th</sup> day of October, 2018, 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 SENIORS CLUB, INC., a not-for-profit Florida corporation, referred to as "WELLINGTON SENIORS CLUB."

### **WITNESSETH:**

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

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

**WHEREAS**, WELLINGTON is desirous of permitting the WELLINGTON SENIORS CLUB to use certain parts of the Wellington Community Center (WCC), or such other facility as the Village 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 WELLINGTON SENIORS 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. Pursuant to Wellington Council budget approval, WELLINGTON agrees to pay Fifty One Thousand Five Hundred Dollars (\$51,500.00) to WELLINGTON SENIORS CLUB for providing such cultural and recreational services as provided for herein. Said funds shall be payable by WELLINGTON to WELLINGTON SENIORS CLUB within fourteen days (14) after this Agreement is fully executed by both parties, subject to the approval herein. Such funds shall be for the exclusive benefit and use of WELLINGTON SENIORS CLUB for the period commencing October 1, 2018 through September 30, 2019. The funds will be used for the activities and programs provided for below.
  - A. WELLINGTON SENIORS CLUB agrees to hold nine (9) monthly general membership meetings on the third Wednesday of the month. The

location of such meetings shall be at the WCC or such other location within the municipal boundaries of Wellington as may be designated by WELLINGTON from time to time. The schedule and costs for entertainment, food, and drinks shall be in accordance with the schedule and amounts agreed by the parties hereto in writing. WELLINGTON SENIORS CLUB acknowledges that it shall be required to supply food, drinks, and entertainment as a result of WELLINGTON providing the sums provided for in section 2 above. WELLINGTON SENIORS CLUB agrees that they shall provide food, drinks and entertainment at no less than six of the meetings above.

B. WELLINGTON SENIORS CLUB shall also be required to develop, produce, and mail a monthly newsletter to its general membership. The newsletter shall be for at least ten (10) months out of the year.

C. WELLINGTON SENIORS CLUB shall sponsor and provide Fourteen (14) to Sixteen (16) "Steppin Out" Programs and bus trips.

3. WELLINGTON SENIORS CLUB shall also hold the other following events: Installation/Holiday Dinner in December, a Spring Event in April and a Volunteer Recognition Luncheon in June.

4. WELLINGTON SENIORS CLUB shall also provide the following programs:

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

5. WELLINGTON SENIORS CLUB agrees to furnish to WELLINGTON Finance Director and 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.

6. WELLINGTON SENIORS CLUB agrees to grant to WELLINGTON, at reasonable times, access to all records, whether kept at WELLINGTON or at the corporate office of WELLINGTON SENIORS CLUB.
7. WELLINGTON shall provide the Stage Setup at the WCC or other such location within Wellington's municipal boundaries as may be designated by Wellington for all of the meetings of the WELLINGTON SENIORS CLUB as well as for all events set forth herein, if needed.
8. WELLINGTON shall provide the 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 WELLINGTON SENIORS CLUB to such other location(s) as it deems necessary. The parties to this Agreement agree to work with each other to accommodate WELLINGTON SENIORS CLUB uses and WELLINGTON uses. WELLINGTON will endeavor to provide additional rooms at its facilities for WELLINGTON SENIORS CLUB programs and uses if the same are available. However, WELLINGTON SENIORS 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". WELLINGTON will give WELLINGTON SENIORS CLUB two (2) free nights for rooms not leased herein in its facilities (if available, Saturdays excluded) during the term of this Agreement. Should WELLINGTON SENIORS CLUB need use of the pool area for any of its events, including, but not limited to, Caribbean Night, it will pay to WELLINGTON such costs to cover staffing.
9. WELLINGTON SENIORS CLUB agrees to indemnify, defend, and hold WELLINGTON harmless from all claims, liability, loss, damage, or defense arising out of WELLINGTON SENIORS CLUB'S use of the property and events and sponsored programs, including, without limitations, all claims or damages arising from personal injury or property damage, including all attorneys' fees and costs incurred by WELLINGTON, including, but not limited to, claims, liability, loss, or damages arising by reason of:
  - A. Injury or death of any person or persons, including employees of WELLINGTON SENIORS CLUB or employees of a contractor hired by WELLINGTON SENIORS CLUB or licensees or invitees.

- B. Any work performed on said property or by reason of any materials furnished to said property at the instance or request of WELLINGTON SENIORS CLUB or its contractors, licensees or invitees.
  - C. WELLINGTON SENIORS CLUB failure to comply with any requirement imposed on it under this Agreement or failure to comply with any federal or state laws or local codes, rules, regulations, ordinances, or other such matters.
- 10. This Agreement shall be effective during the period provided above and shall automatically terminate unless specifically extended in writing by both parties.
  - 11. The parties hereto agree that WELLINGTON SENIORS 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 WELLINGTON SENIORS CLUB shall be reflected on the financial statements required in Section 5 above.
  - 12. The parties hereto understand that the sole financial obligation of WELLINGTON is the funding set forth in Section 2 of this Agreement and WELLINGTON SENIORS CLUB shall not seek any additional funding from WELLINGTON for the period of this Agreement.
  - 13. WELLINGTON SENIORS CLUB agrees to provide such insurance as is deemed necessary by WELLINGTON Risk Management Department.
  - 14. This Agreement shall be construed in accordance with the laws of the State of Florida.
  - 15. Should any dispute arise from this Agreement, venue shall lie in Palm Beach County, Florida.
  - 16. This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.
  - 17. This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.
  - 18. All notices required hereunder shall be sent via regular mail with a copy sent via facsimile. All notices shall be directed as follows:

TO WELLINGTON:

Jim Barnes  
Assistant Village Manager  
12300 Forest Hill Boulevard  
Wellington, FL 33414  
Fax Number: 561-753-2428

TO WELLINGTON SENIORS CLUB:

Mr. Howard Trager, President  
Wellington Seniors Club  
1801 Corsica Drive  
Wellington, FL 33414

**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. Nubin, Village Clerk

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

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

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

By: \_\_\_\_\_  
Wellington Seniors Club, Inc.