

AGREEMENT FOR HISTORICAL SERVICES

THIS AGREEMENT is entered into this ____ day of _____, 2019, 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 not-for-profit Florida corporation, referred to as “**WELLINGTON HISTORICAL SOCIETY**.”

WITNESSETH:

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

WHEREAS, WELLINGTON’S Parks and Recreation Department is required, as part of its accreditation by the Commission for Accreditation of Park and Recreation Agencies (“CAPRA”), to develop management plans (“**Management Plans**”) for its historical and cultural resources; and

WHEREAS, WELLINGTON HISTORICAL SOCIETY desires to assist WELLINGTON in developing appropriate Management Plans and providing historical, cultural, educational and civic opportunities to the residents of Wellington; 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, a tax exempt charitable organization pursuant to section 501(c)(3) of the Internal Revenue Code, raises and expends funds for the provision of the Services (as defined below) but has just recently become operational and, therefore, is in need of assistance with its operations in order to sustain the provision of the Services; and

WHEREAS, there is a public purpose for WELLINGTON to assist civic and charitable organizations within its boundaries, such as WELLINGTON HISTORICAL SOCIETY, 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 HISTORICAL SOCIETY, in consultation with the WELLINGTON Parks and Recreation Department, agrees to develop Management Plans for

Wellington's historical and cultural resources within one (1) year from the date of this Agreement.

3. WELLINGTON HISTORICAL SOCIETY agrees to hold at least five events per year, which events may include tours, lectures, social mixers and an annual New Year's Eve Gala, to educate the public about Wellington history and culture.

4. 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.

5. WELLINGTON shall provide the stage setup or exhibit space, as applicable, 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 HISTORICAL SOCIETY as well as for the events, except the New Year's Eve Gala, set forth herein, if needed, all on a space available basis.

6. WELLINGTON shall provide 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 locate all activities of WELLINGTON HISTORICAL SOCIETY to such other location(s) as it deems necessary. 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". WELLINGTON will give WELLINGTON HISTORICAL SOCIETY two (2) free nights for rooms not leased herein in its facilities (if available, Saturdays excluded) during the term of this Agreement.

7. WELLINGTON shall make available to WELLINGTON HISTORICAL SOCIETY all public records kept by WELLINGTON which WELLINGTON HISTORICAL SOCIETY deems reasonably appropriate to assist it in its research activities and in general furtherance of its performance under this Agreement.

8. WELLINGTON shall also make available to WELLINGTON HISTORICAL SOCIETY WELLINGTON'S communications personnel, equipment and facilities, all subject to availability, for the production and presentation of oral histories and of the other programming or presentations developed by WELLINGTON HISTORICAL SOCIETY.

9. WELLINGTON shall also, subject to availability and applicable laws, provide WELLINGTON HISTORICAL SOCIETY with support staff services for communications, record keeping and other services beyond the current resources of WELLINGTON HISTORICAL SOCIETY.

10. WELLINGTON will, subject to availability, broadcast WELLINGTON HISTORICAL SOCIETY programming on WELLINGTON'S government access television

channel.

11. WELLINGTON HISTORICAL SOCIETY agrees to indemnify, defend, and hold WELLINGTON harmless from all claims, liability, loss, damage, or defense arising out of WELLINGTON HISTORICAL SOCIETY'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 HISTORICAL SOCIETY or employees of a contractor hired by WELLINGTON HISTORICAL SOCIETY 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 HISTORICAL SOCIETY or its contractors, licensees or invitees.

C. WELLINGTON HISTORICAL SOCIETY'S 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.

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

13. WELLINGTON HISTORICAL SOCIETY agrees to provide such insurance as is deemed necessary by WELLINGTON Risk Management Department, provided that if WELLINGTON HISTORICAL SOCIETY determines that the cost thereof is prohibitive, then it may cancel this Agreement upon ten (10) days' prior written notice to WELLINGTON.

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. 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.

16. This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.

17. 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 HISTORICAL SOCIETY:

Maureen Gross, Vice President
121 Ken Adams Way
Suite 110-C
Wellington, FL 33414

With a copy to:

Charles W. Edgar, III, Esq.
8409 North Military Trail
Suite 123
Palm Beach Gardens, FL 33410

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 Nubin, Clerk

By: _____
Anne Gerwig, Mayor

**APPROVED AS TO FORM
LEGAL SUFFICIENCY**

**WELLINGTON HISTORICAL
SOCIETY, INC.**

By: _____
Rachel R. Bausch,
Assistant Village Attorney

By: _____
Maureen Gross, Vice President