

**CLEARWATER HISTORICAL SOCIETY SUPPORT GRANT
MEMORANDUM OF UNDERSTANDING**

This Partnership and Support Grant Agreement is made and entered into between the City of Clearwater, whose address is: Attn: Parks and Recreation Director, Post Office Box 4748, Clearwater, FL 33758-4748, ("City"), and Clearwater Historical Society, whose address is: Post Office Box 175, Clearwater, FL 33757 ("Society").

WHEREAS, it has been determined to be highly desirable and socially responsible to provide assistance for the preservation of local history; and

WHEREAS, the Society has proposed to provide for the preservation of the history of Clearwater, Florida and the Greater Clearwater area; and

WHEREAS, the City desires to provide support to the Society to assist in the rehabilitation of the South Ward Elementary School, parcel number 16/29/15/00000/420/0100, ("Property") located at 610 S. Ft. Harrison Avenue, Clearwater, FL 33756, to be used as a historical museum and cultural center; and

NOW, THEREFORE, the parties agree as follows:

ARTICLE I. TERM

1. Term: The term of this agreement shall commence on the 1st day of February, 2016 and continue through the 31st day of October, 2018 ("Termination Date") unless earlier terminated under the terms of this agreement.

ARTICLE II. RESPONSIBILITIES OF THE SOCIETY

1. **Services to be Provided:** The Society will provide historical education to its members and the public. This shall be provided for through educational, cultural, social programs, and projects. The Society shall maintain and preserve properties and structures as deemed appropriate and approved by the Board of Directors.
 - a. **Programs:** The Society will provide for the collection, education, interpretation, maintenance and preservation related to historical objects and paraphernalia related to the history of the City of Clearwater and the Greater Clearwater area. Some of the programs related to this goal are as follows:
 - i. Historical lectures;
 - ii. Interpretive exhibits;
 - iii. Social activities for participants.
 - b. **Assistance to the Community:** The Society will maintain communication and interaction with the surrounding community through such avenues as:
 - i. Facilitation and support of community meetings and activities;

The Society may collect reasonable fees to cover any direct expenses associated with accommodating these requests.

- c. **Assistance to the City:** Provide Society personnel and volunteers to operate and provide programs at the Property.
2. **Area to be Served:** Services rendered through this agreement shall be related to historical and educational activities and provided primarily for education and enjoyment of residents and visitors of Clearwater.
3. **Scheduled Reports of Society Activities:**
 - a. The Society shall furnish the City Council with an annual report of activities conducted under the provisions of this agreement within sixty (60) days of the end of the Society's fiscal year. Each report is to identify the number of clients served (annual attendance of facility and additional programs both on site and at partner locations), the type of programs and activities offered, and the costs of such services.
 - b. The Society shall also furnish an annual maintenance and care program for the Property and surrounding grounds at the same time as the annual report of activities.
4. **Creation, Use, and Maintenance of Financial Records:**
 - a. **Creation of Records:** The Society shall create and maintain financial and accounting records, books, documents, policies, practices, procedures and any information necessary to reflect fully the financial activities of the Society. Such records shall be available and accessible at all times for inspection, review, or audit by authorized City representatives and shall produce such records as required by law.
 - b. **Use of Records:** The Society shall produce such reports and analyses that may be required by the City to document the proper and prudent stewardship and use of public funds.
 - c. **Maintenance of Records:** All records created hereby are to be retained and maintained for a period of not less than five (5) years.
5. **Management Letter:** Within sixty (60) days of the close of its fiscal year, the Society agrees to submit to the City a management letter detailing the officers of the Society, by-laws and/or rules of the Society and identify fees, donations, and expenditures by the Society.
6. **Non-discrimination:** Notwithstanding any other provisions of this agreement during the term of this agreement, the Society, for itself, agents, and representatives, as part of the consideration for this agreement does covenant and agree that:
 - a. **Non-discrimination:** The Society agrees that no person shall, on the grounds of race, sex, handicap, national origin, religion, marital status, or political belief, be excluded from participation in, denied the benefit(s) of, or be otherwise discriminated against as an employee, volunteer, user, or client of the provider. The Society agrees to maintain reasonable accommodation and access for handicapped persons as required by law.
 - b. **Inclusion in Sub-Contracts:** The Society agrees to include the requirements to adhere to Title VI and Title VII of the Civil Rights Act of 1964 in all approved sub-contracts.

- c. **Breach of Non-discrimination Covenants:** In the event of conclusive evidence of a breach of any of the above non-discrimination covenants, the City shall have the right to terminate this agreement immediately.
7. **Publicizing of City Support:** The Society agrees to utilize every reasonable opportunity to publicize the support received from the City. The Society further agrees to supply the City with copies of any publication developed in connection with the implementation of programs by this agreement. Such publications will state that the program is supported by the City.
8. **Liability and Indemnification:** The Society shall act as an independent contractor and agrees to assume all risks of providing the program activities and services herein agreed and all liability therefore, and shall defend, indemnify, and hold harmless the City, its officers, agents, and employees from and against any and all claims of loss, liability, and damages of whatever nature, to persons and property, including, without limiting the generality of the foregoing, death of any person and loss of the use of any property, except claims arising from the negligence of the City or City's agents or employees. This includes, but is not limited to, matters arising out of or claimed to have been caused by or in any manner related to the Society's activities or those of any approved or unapproved invitee, contractor, subcontractor, or other person approved, authorized, or permitted by the Society in or about the premises whether or not based on negligence. Nothing herein shall be construed as consent by the City to be sued by third parties, or as a waiver or modification of the provisions of Section 768.28, Florida Statutes or the Doctrine of Sovereign Immunity.
9. **Insurance Requirements:** The Society shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review the Society's deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically the Society must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement.

- a. **Commercial General Liability Insurance** coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
10. **Other Insurance Provisions**
 - a. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Society will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the issuer, and with applicable

endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured" on the Commercial General Liability Insurance Policy. In addition, when requested in writing from the City, the Society will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**City of Clearwater
Attn: Parks and Recreation
PO Box 4748
Clearwater, FL 33758**

- b. The Society shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage.
- c. The Society's insurance as outlined above shall be primary and non-contributory coverage for the Society's negligence.
- d. The Society reserves the right to appoint legal counsel to provide for the Society's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to the Society's design, equipment, or service. The Society agrees that the City shall not be liable to reimburse the Society for any legal fees, costs, or expenses as a result of the Society providing its defense as contemplated herein.
- e. **Personal Property:** The City shall not insure or self-insure loss to personal property of the Society. The Society understands that it is solely responsible for such losses regarding the cause.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and failure to request evidence of this insurance shall not be construed as a waiver of the Society's obligation to provide the insurance coverage specified.

ARTICLE III. RESPONSIBILITIES OF THE CITY

1. Grant of Funds:

- a. The City agrees to provide a lump sum grant of \$12,000 (twelve thousand dollars) to the Society at the start of each City fiscal year for three (3) years to equate to a total not to exceed \$36,000 (thirty six thousand dollars) to the Society at the start of each City fiscal year, with the first payment to occur in February, 2016, the second payment to occur in October, 2017, and the final payment to occur in October, 2018.

- b. The funds granted by the City are to be used for the operation, maintenance, and purchase of capital items dedicated to the renovation, rehabilitation and operation of the Property.
 - c. Any expenditures made using City grant funds must be expended during the City Fiscal Year (October 1 – September 30) in which they were received. Qualifying expenditures must be approved by a City official prior to contracting or payment.
 - d. A report of qualifying expenditures must be provided within thirty (30) days of the end of each City fiscal year, or by October 30, whichever comes first.
2. **City Liaison:** The Parks & Recreation Department of the City of Clearwater will serve as the City Liaison for the Society.

ARTICLE IV. DISCLAIMER OF WARRANTIES

This Agreement constitutes the entire agreement between the parties on the subject hereof and may not be changed, modified, or discharged except by written amendment duly executed by both parties. No representations or warranties by either party shall be binding unless expressed herein or in a duly executed amendment hereof.

ARTICLE V. TERMINATION

1. **With or Without Cause:** Either Party may terminate this Agreement with thirty (30) days written notice without any further obligation. The City may terminate this Agreement immediately for failure to adhere to any of the provisions of this Agreement as determined by the City in its sole discretion.

ARTICLE VI. NOTICE

Any notice required or permitted to be given by the provision of this Agreement shall be conclusively deemed to have been received by a Party hereto on the date it is hand-delivered to such Party at the address indicated below (or at such other address as such Party shall specify to the other Party in writing), or if sent by registered or certified mail (postage prepaid), on the fifth (5th) business day after the day on which such notice is mailed and properly addressed.

1. If to the City, addressed to Parks & Recreation, PO Box 4748, Clearwater, FL 33758.
With copy to: City Attorney, PO Box 4748, Clearwater, FL 33758.
2. If to the Society, addressed to Clearwater Historical Society, PO Box 175, Clearwater, FL 33757.

ARTICLE VII. EFFECTIVE DATE

The effective date of this agreement shall be as of the 21st day of January, 2016.

IN WITNESS HEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2016.

Countersigned:

CITY OF CLEARWATER, FLORIDA

George N. Cretekos
Mayor

By: _____
William B. Horne, II
City Manager


Approved as to form:

Attest:


Matthew M. Smith
Assistant City Attorney

Rosemarie Call
City Clerk

Clearwater Historical Society



Printed name: WILLIAM D WALLACE
Chief Executive Officer/President of Society



Printed name: DEAN S. ROBINSON
Witness