

## **CLEARWATER HISTORICAL SOCIETY PARTNERSHIP AND SUPPORT GRANT AGREEMENT**

THIS PARTNERSHIP AND SUPPORT GRANT AGREEMENT IS MADE AND ENTERED INTO BETWEEN THE CITY of Clearwater, whose address is: 600 Cleveland Street, Suite 600, Attn: City Manager's Office, Clearwater, FL 33755, (hereafter referred to as "City"), and the Clearwater Historical Society, whose address is: Post Office Box 175, Clearwater, FL 33757 (hereafter referred to as "Society") and hereafter collectively referred to as "Parties";

WHEREAS, it has been determined to be highly desirable and socially responsible to provide assistance for the facilitation and support of historical and cultural programming; and

WHEREAS, the mission of the Society is to educate, collect, preserve, exhibit and promote the people, culture and events of Clearwater's rich past;

WHEREAS, Resolution 15-06 designates the Society as the official historical society for the City;

WHEREAS, the Society provides historical and cultural programming to supplement and support initiatives and programs of the City; and

WHEREAS, the City desires to partner with, and provide support to, the Society in fulfilling its mission;

NOW, THEREFORE, the Parties agree as follows:

### **1 TERM**

1.1 The term of this agreement shall commence December 15, 2022 and continue through December 31, 2025 ("termination date") unless earlier terminated under the terms of this agreement.

1.2 This agreement may be extended for a further three (3) years commencing January 1, 2026 through December 31, 2029.

## **2 RESPONSIBILITIES OF THE SOCIETY**

2.1 The Society will provide historical, cultural, educational, and social events and projects to its members and the public.

2.2 Services rendered through this agreement shall be related to history, culture and education and are provided primarily for the education and enjoyment of residents and visitors of Clearwater.

2.3 The Society will 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. The Society will produce such records that may be used by the City to document the proper and prudent stewardship and use of public funds.

2.4 Within thirty (30) 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.

2.5 Within thirty (30) days of the close of its fiscal year, the Society agrees to submit to the City an annual report of activities conducted under the provisions of this agreement. The report is to identify the number of clients served, the type of programs and activities offered.

2.6 The Society agrees that no person will, on the grounds of race, gender, orientation, handicap, national origin, religion, marital status, or political belief, be excluded from participation in, denied

the benefits, of, or be otherwise discriminated against as an employee, volunteer, user, or client of the Society.

- a. 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.
- b. In the event of a breach of any of the above non-discrimination covenants, the City shall have the right to terminate this agreement immediately.

2.7 The Society agrees to utilize reasonable opportunities 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 supported by this agreement. Such publications will state that the program is supported by the City.

### **3 RESPONSIBILITIES OF THE CITY**

3.1 The City agrees to provide the Society with a lump sum grant in the following amounts: \$20,000 to be invoiced in December 2022; \$25,000 to be invoiced in January 2024; and \$30,000 to be invoiced in January 2025; at a total not to exceed \$75,000 (seventy-five thousand dollars).

- a. The funds granted by the City are to be used for the general operating support of the Society in fulfillment of the organization's mission.
- b. Any expenditures made using City grant funds must be expended during the Society's Fiscal Year in which they were received.

- c. A report of qualifying expenditures must be provided within thirty (30) days of the end of each Society fiscal year, or by December 31, whichever comes first.

3.2 The Cultural Affairs Division will serve as the grant administrator and City liaison for the Society.

3.3 The City agrees to will promote the Society and its events performed under this agreement through normal City communications, such as [www.myclearwater.com](http://www.myclearwater.com), the City Facebook page and social media; internal staff communications; flyers; and messages to partner organizations.

#### **4 INDEMNIFICATION**

4.1 Subject to Florida Statute 762.28, the Society and its members agree to indemnify and hold free and harmless, assume legal liability for and defend the City, and its officers, employees, agents, and servants, whether they are current or former, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, in law or in equity, including but not limited to attorney's fees at trial and appellate levels, reasonable investigative and discovery costs, court costs, or claims for bodily injury or death of persons and for loss of or damage to property, except as provided for herein, or every kind and nature whatsoever, which in any manner directly or indirectly may arise or be alleged to have arisen or as a result of the duties and obligations as required by this agreement that which has resulted or alleged to have resulted from the negligent acts or omissions or other wrongful conduct of or the infringement of any copyright by the Society. Nothing contained herein is intended to serve as a waiver by the City of its sovereign immunity, to extend the liability of the City beyond the limits set forth in Section 762.28, Florida Statutes, or be construed as consent by the City to the sued by third parties.

## **5 NOTICE**

5.1 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 delivered to such party at the address indicated below:

City of Clearwater  
Attn: Cultural Affairs Division  
600 Cleveland Street, Suite 600  
Clearwater, FL 33755

Clearwater Historical Society  
Attn: Allison Dolan, President  
PO Box 175  
Clearwater, FL 33757

## **6 DEFAULT**

6.1 Failure or refusal by the Society or its members to perform or do any act herein required shall constitute a default. In the event of a default, in addition to any other remedy available to the City, the City, upon thirty (30) days written notice, may terminate this agreement. Such termination does not waive any other legal remedies available to the City.

## **7 TERMINATION**

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.

## **8 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.

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In witness thereof, the parties hereto have caused this Clearwater Historical Society Partnership and Support Grant Agreement to be executed on the date and year first written above.

Clearwater Historical Society

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Allison Dolan, President

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Witness

CITY OF CLEARWATER, FLORIDA

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Jon Jennings  
City Manager

Approved as to form:

Attest:

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Owen Kohler  
Assistant City Attorney

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Rosemarie Call  
City Clerk