

OPERATIONAL AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2021, by and between the CITY OF LAKE WALES, a Florida municipal corporation, hereinafter referred to as "City", and FRIENDS OF THE LAKE WALES MUSEUM, INC., hereinafter referred to as " MUSEUM."

WITNESSETH

WHEREAS, the MUSEUM has expressed a willingness to operate the Lake Wales History Museum and additional historic properties located within the Lake Wales Historic Corridor (the "Facilities") owned by the City and located along the railway corridor lying to the North of the museum facility; and,

WHEREAS, the City Commission of the City of Lake Wales finds and determines that a public purpose would be met by providing public funds to facilitate the operation of the Lake Wales History Museum and the aforementioned additional historic properties owned by the City.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, which will accrue to the parties hereto, the parties agree as follows:

1. GRANT. In consideration of the operational services to be provided by the MUSEUM, the CITY agrees to provide an initial grant to the MUSEUM for the services to be provided in the amount of One hundred fifty thousand and no/100 US Dollars (\$150,000.00).


2. SERVICES. The MUSEUM hereby agrees in consideration of the grant stated above, to provide for the benefit of the public and the CITY, the following, to-wit:

A. The MUSEUM agrees to provide a heritage institution which operates within national museum standards and best practices, and which abides by the applicable state laws and city rules, regulations and ordinances in order to provide historical programs and displays for the benefit of the public.

B. The MUSEUM additionally agrees to abide by the applicable terms of that certain Right Of Way Lease by and between Florida Midland Railroad Company and the City of Lake Wales dated July 19, 1995.


C. The MUSEUM additionally agrees to provide general admission to the Facilities for a minimal fee.

D. The MUSEUM additionally agrees to hire and maintain professional staff to carry out the mission of the MUSEUM in accordance with the terms of this Agreement. The initial staff contemplated by this Agreement will include and Executive Director, Curator of Collections, and a Museum Assistant.

E. The MUSEUM additionally agrees to maintain and care for the museum collection in accordance with best museum practices and relevant guidelines set by the American Alliance of Museums and to provide a complete and detailed inventory of the collections to the CITY 

F. The MUSEUM additionally agrees to maintain operational oversight of the Facilities and equipment and will maintain said facilities and equipment in good working order.

G. The MUSEUM additionally agrees to prepare and approve an annual budget and to raise additional operating revenue to supplement the City's annual monetary contribution in an amount necessary to operate and maintain the Facilities and necessary staff. The MUSEUM contemplates fundraising to include, but not be limited to, private and public grants, donations, fundraising events, memberships, retail sales, rentals, admission fees, special events and programs, all of which shall be in compliance with all applicable state laws and city rules, regulations and ordinances.

3. **TERMINATION.** In the event the MUSEUM fails to provide the services described herein, the CITY may terminate this agreement upon providing thirty (30) days' notice and an opportunity for the MUSEUM to cure said default. In the event the MUSEUM fails to cure said default within said thirty (30) day time period, the City may take such action as authorized by law to seek reimbursement for the grant provided for herein 

4. **REPORTING REQUIREMENTS.** The MUSEUM shall present an annual report to the Lake Wales City Commission and shall maintain books and records in a form that may be reviewed and audited by the CITY in order that the CITY may ensure that the activities and services to be provided in paragraph 2 have been performed. Said review of the books and records shall be limited to the services to be provided by the MUSEUM as outlined in Section 2 of this Agreement.

5. **INDEMNIFICATION:** The MUSEUM hereby agrees that it shall indemnify and hold harmless the CITY from any and all liability, damages, claims, losses, expenses, including attorney's fees, proceedings and causes of action of every kind and nature arising out of or connected with the actions of the MUSEUM, its directors and officers, or agents, in connection with its performance under this Agreement. The MUSEUM agrees that it shall satisfy, pay and discharge any and all judgments that may be entered against the City in any such action or proceeding for which the MUSEUM has agreed to save the City harmless therefrom.


7. **INDEPENDENT CONTRACTOR:** The MUSEUM shall perform the terms and conditions of this Agreement as an independent contractor, and nothing contained herein shall be construed to be inconsistent with this relationship or status.

8. **NOTICE.** Notice under this Agreement shall be given to the City by mailing written notice (postage prepaid) to the City Manager, Post Office Box 1320, Lake Wales,

FL 33859-1320; and notice shall be given to the MUSEUM by mailing written notice (postage prepaid) to the MUSEUM at 325 South Scenic Highway, Lake Wales, FL 33853.

9. AMENDMENTS OR MODIFICATIONS. Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when reduced to writing, signed and executed by both parties with the same formality and equal dignity herewith.

10. PUBLIC RECORDS. The MUSEUM agrees to comply with *Chapter 119 of Florida Statutes*, and to make all of its records open and available to the public for public inspection to the extent of providing the services described in paragraph 2 above, specifically any and all records reflecting compliance with the requirements of this Agreement. The other activities of the MUSEUM not covered by this Agreement shall not be subject to the Public Records law.

11. PUBLIC ACCESS. The MUSEUM agrees to conduct any of its Board of Directors' meeting relating to the services outlined in paragraph 2 above, in open session allowing any member of the press or public to attend. In order to ensure that the public has proper notice of any such meeting, a copy of the agenda shall be posted at the offices of the MUSEUM at least ten (10) days prior to the meeting. The agenda shall clearly state that the portion of the meeting relating to the services described in Paragraph 2 above will be open to the public. Other regular business not covered under Section 2, coming before the Board of Directors of the MUSEUM shall not be subject to the public access provisions of this paragraph 

12. GOVERNING LAW. The law of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related thereto. Venue for any action arising out of this Agreement shall be deemed to be in Polk County, Florida. In the event of any litigation arising in any way related to this Agreement the parties shall each bear their respective costs and attorney's fees.


13. SEVERABILITY. If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any report, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. ATTACHMENTS. Any and all attachments and exhibits hereto are incorporated hereby as a material and relevant part of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written.

Signatures on the following page.

FRIENDS OF THE LAKE WALES MUSEUM, INC.

By: Travis Chapin, President 

ATTEST:

DATED: _____, 2021

CITY OF LAKE WALES, FLORIDA

By: _____
Eugene Fultz, Mayor

ATTEST:

Jennifer Nanek, City Clerk

DATED: _____, 2021