

## **MANAGEMENT AGREEMENT**

This Management Agreement ("Agreement") is made effective October 1, 2025, between the Board of County Commissioners of Martin County, Florida (the "County") and The Historical Society of Martin County, a non-profit corporation organized under the laws of the State of Florida (the "Society").

### **WITNESSETH**

**WHEREAS**, the County holds title to certain real property located in Martin County, Florida, with a street address of 301 SE McArthur Boulevard, Stuart, FL 34996, upon which is situated several structures comprising what is commonly known as the "House of Refuge Museum" (the "Property"); and

**WHEREAS**, the Society is experienced in the programming and operation of this historic site; and

**WHEREAS**, the County has agreed to provide financial support to the Society for the management of the tours and programs to be offered to the public at the Property and to safeguard and make available for public display and inspection the historical artifacts and records of Martin County.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth below, the County and the Society agree as follows:

#### **SECTION I. MUTUAL RESPONSIBILITIES**

1.1 The Society shall continue to act as the exclusive agent of the County for the operation of the Property as a public museum. The Society agrees to operate the museum seven (7) days each week but is not required to operate on legal holidays (Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Thanksgiving Day, Fourth of July, and Easter Sunday). The Society agrees that the hours of operation for the Property shall be 10:00 a.m. to 4:00 p.m., Monday through Saturday, and 1:00 p.m. to 4:00 p.m. on Sunday.

1.2 The Society agrees that it will not discriminate against any person because of race, religion, color, sex, or national origin. The Society agrees to manage the programs offered at the Property in full compliance with all Martin County ordinances, resolutions or other regulations as well as all applicable State and Federal laws and regulations.

1.3 All on-site program personnel, except independent contractors and employees of independent contractors, shall be the employees or volunteers of the Society.

1.4 The Society shall make its best efforts to ensure that the interior of the structures on the Property are maintained in an attractive condition and in a good state of repair. The Society shall establish a maintenance and improvement schedule for the general periodic maintenance of the interior

of the structures on the Property. The Society agrees to provide protective measures necessary to protect the interior of the Property from damage and to prevent injury to people or loss of life. The County agrees to provide emergency exterior repairs and exterior protective measures in the event of a weather-related emergency. The County shall be responsible for maintaining the exterior of the structures, foundations, roofs, exterior walkways including handrails, exterior walls, parking lot, exterior landscaping and irrigation, lighting, heating and air conditioning, and other structural components.

1.5 In addition to the foregoing, the Society shall perform all services that are necessary and proper for the museum operation and management.

1.6 Representatives of the Society and the County shall meet as needed to discuss and develop plans for the future maintenance, preservation, and operation of the Property. The County has contracted with a historic building restoration contractor to perform structural and building envelop improvements on the Museum Building on Property. This work is expected to commence in July of 2025 and will take approximately six (6) months to complete. A portion of the funding for the building envelop work was funded by the Florida Department of State, Division of Historical Resources. The County has and will apply for additional Division of Historical Resource grants for other building envelop maintenance work as needed.

## SECTION II. SCHEDULE OF FEES

2.1 As additional compensation for the Society's programming services, the County agrees to allow the Society to retain all admission fees, event rentals, and gift shop sales collected from visitors to the Property as established herein. The Society agrees to establish a schedule of reasonable admission fees for entrance to the Property as well as event rental fees and agrees to maintain adequate records and internal controls to ensure that fees collected are used by the Society for the operation of the Property as a museum, including but not limited to employee salaries and programming expenses. The Society agrees to submit its schedule of fees to the County for its approval on September 1 of each year. The Society and the County agree that, in the event that the County does not approve the Society's fee schedule, the County's determination of reasonable admission fees shall be the final determination. If the County fails to act by September 30 upon the Society's request for approval of the admission fees schedule, such schedule shall be deemed approved for the fiscal year.

## SECTION III. RECORDS AND REPORTS

3.1 The Society agrees to keep books, accounts, and records that reflect all revenues and all expenditures received in connection with the management and operation of the Property. The books, accounts, and records shall be maintained in accordance with generally accepted accounting principles at the Society's principal place of business. The Society shall maintain the original copies of all invoices, statements, purchase orders, and billings, as well as such other information relating to the operation or management of the Property that requires the County's attention. The Society shall make the books, accounts, and records required to be maintained hereunder available to the County for examination or audit during normal business hours, upon five (5) days' written notice. The Society agrees to provide inspection and review by a designated county employee or agent of the above as requested.

3.2 Failure to comply with the following provisions shall be deemed a material default subject to termination as provided herein. To the extent that disclosure of information is required by law or regulation or applicable legal or regulatory process, the COUNTY shall give notice as is practicable to the CONTRACTOR that such disclosure is required.

CONTRACTOR shall comply with public records laws, specifically, CONTRACTOR shall:

- (i) keep and maintain public records required by COUNTY to perform the service
- (ii) upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allowing the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
- (iii) ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY; and
- (iv) Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (772) 288-5400, SERVICE\_DESK@MARTIN.FL.US, 2401 SE MONTEREY ROAD, STUART, FLORIDA 34996.

#### SECTION IV. MANAGEMENT FEE AND UTILITIES

4.1 The County shall pay a management fee to the Society of \$96,000.00 for the 2025-2026 Fiscal Year and for each fiscal year thereafter. Such fee will be disbursed on a monthly basis in the amount of \$8,000.00 for twelve (12) months. The County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes, et seq.

4.2 The Society agrees that any funds paid by County that remain unexpended by Society at the close of each fiscal year shall be returned to the County within sixty (60) days of September 30 of that year.

## SECTION V. TERM OF AGREEMENT

5.1 This Agreement shall be for a three (3) year term commencing on October 1, 2025, and ending on September 30, 2028. County and Society agree to meet on or before February 1, 2028, concerning the FY 28/31 Management Agreement. This Agreement may be renewed for subsequent three-year periods upon written agreement of the parties.

## SECTION VI. TERMINATION OF AGREEMENT

6.1 If the Society breaches any of the terms of this Agreement, the County shall give the Society written notice of such breach. If the Society fails to remedy the breach within ninety (90) days after receiving the above-described notice, the County may terminate this Agreement. Notwithstanding the above, either party shall have the right to terminate this Agreement for any reason upon sixty (60) days written notice. The Agreement is contingent upon the continued appropriation of adequate funding by the County.

## SECTION VII. PROPERTY INTERESTS

7.1 Nothing contained in this Agreement shall be deemed to create or be construed as creating in the Society any property interest (leasehold or otherwise) in or to the Property. The Society agrees that any and all fixtures shall become the property of the County upon expiration or termination of this Agreement.

7.2 The County acknowledges that the artifacts and furnishings currently contained in the Property are the personal property of the Society on loan during the term of this Agreement to the County to enhance the operation of the Property as a museum.

## SECTION VIII. INSURANCE AND INDEMNIFICATION

8.1 Policies: The Society, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

(i) General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.

(ii) Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident.

(iii) Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided. Employers Liability with limits of \$500,000 each accident/\$500,000 disease – each employee/\$1,000,000 disease policy limit.

8.2 Insurance Certificates: The Society shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws

of the State of Florida with the minimum rating of A- VII or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

8.3 Liability: The County shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by the Society or by an person whosoever may at any time be using or occupying or visiting the premises, or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of the Society, its employees or of any occupant, subtenant, visitor or user of any portion of the premises. The Society specifically agrees that the County shall not be liable for any loss or damage to the Society's personal property, historical artifacts or other property placed on the Property.

8.4 Indemnification: The Society shall indemnify the County, its elected officials, employees, and agents against all claims, liabilities, loss or damage whatsoever on account of any such loss, injury, death or damage. The Society hereby waives all claims against the County for damages to the buildings and improvements that are now or hereinafter placed or built on the premises and to the Property of the Society in, on or about the premises, and for injuries to persons or property in or about the premises, from any cause arising at any time as a result of the Society's act, omission or negligence. The Society agrees to hold harmless the County from and against any and all claims, lawsuits, judgments, or similar causes of action, for any injuries to persons or property arising out of the activities conducted by the Society of the property described therein. Further, the Society agrees to defend the County against any and all such claims and suits as described above at the Society's sole cost and expense with no cost and expense to be incurred by the County.

#### SECTION IX. NOTICES

9.1 All notices, requests, demands, or other communications shall be in writing, and shall be deemed to have been duly given if delivered in person, or within two (2) days after deposited in the United States mail, postage prepaid, certified, with return receipt requested, or otherwise actually delivered to the County at 2401 SE Monterey Road, Stuart, Florida 34996, or the Society at Elliott Museum, 825 NE Ocean Blvd., Stuart, Florida 34996-1696. Either party to this Agreement may change the address at which it receives written notices by so notifying the other party in writing.

#### SECTION X. ASSIGNMENT

10.1 This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties to it, and their respective successors and assigns; provided, however, that this Agreement may not be assigned by the Society without prior written consent of owner, or by owner without prior written consent of agent. Anything in the foregoing to the contrary notwithstanding, the Society may, without the consent of the owner, delegate the performance of (but not responsibility for) any duties and obligations of the agent to any independent contractor or entity.

#### SECTION XI. SEVERABILITY

11.1 Should any section, or any part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Agreement. This

Agreement has been made and entered into in the State of Florida, and the laws of Florida shall govern the validity and interpretation of this Agreement and the performance due under it.

SECTION XII. INTEGRATION

12.1 The drafting, execution, and delivery of this Agreement by the parties have been induced by no representations, statements, warranties, or agreements other than those expressed in it. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to its subject matter unless expressly referred to in it.

SECTION XIII. ATTORNEY'S FEES, WAIVER OF TRIAL BY JURY, VENUE

13.1 If any legal action or other proceeding is brought for the enforcement of this Agreement or due to an alleged dispute, breach or default or misrepresentation in connection with any provisions of this Agreement, the parties expressly agree that each party will bear its own attorney's fees.

13.2 The parties specifically and expressly waive the right to a jury trial as to any issues in any way connected to this Contract.

13.3 This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Martin County, Florida


SECTION XIV. MODIFICATIONS

14.1 This Agreement may not be modified unless such modification is in writing and signed by both parties to this Agreement.

*[signatures on next page]*

IN WITNESS WHEREOF, the parties hereto have set their hand and seals effective the 1st day of October 2025.

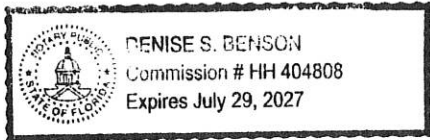
HISTORICAL SOCIETY OF MARTIN COUNTY

BY:   
Print name Robert Steele  
Title: President / CEO

STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me by means of X physical presence or \_\_\_ online notarization this 23<sup>rd</sup> day of June, 2025, by Robert Steele, as President/CEO of Historical Society of Martin County, a Florida not for profit corporation, on behalf of the corporation. He She is personally known to me or has produced a driver's license issued within the past 5 years as identification.

NOTARY PUBLIC SEAL



Notary Public, State of Florida

Denise Benson  
(Printed, Typed or Stamped Name of Notary Public)  
Denise Benson

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER

SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

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