



STATE OF ALABAMA)
COUNTY OF BALDWIN)

PERFORMANCE CONTRACT

KNOW ALL MEN BY THESE PRESENTS that **The City of Foley**, a municipal corporation of the State of Alabama, hereinafter called the "City" and **John McClure Snook Family YMCA**, hereinafter called the "Contractor," effective on the 1st day of September, 2014, have contracted and agreed as follows:

WHEREAS, the City has found that it is a good and useful purpose of public funds to use funds to financially assist the John McClure Snook Family YMCA with capital improvements, marketing efforts and programs such as the Strong Kids Campaign.

NOW, THEREFORE, WITNESSETH: the City of Foley, agrees to assist the John McClure Snook Family YMCA with capital improvements, marketing efforts and programs such as the Strong Kids Campaign. In consideration of the covenants herein agreed, the City enters into a contract to pay the Contractor, on a one-time basis, the sum of \$100,000.00 (**ONE HUNDRED THOUSAND AND NO/100 DOLLARS**) for capital improvements, marketing efforts and programs such as the Strong Kids Campaign at the John McClure Snook Family YMCA for the term of September 1, 2014 through September 30, 2015. This contract terminates on **September 30, 2015**.

The Contractor understands and agrees to submit a progress report to the City during the City Council Work Session meeting no later than September 21, 2015.

Notwithstanding any of the provisions of this contract, it is agreed that the City has no financial interest in the business of the Contractor, and shall not be liable for any debts or obligations incurred by the Contractor, nor shall the City be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the Contractor, and the Contractor shall not, at any time or times, use the name or credit of the City in purchasing or attempting to purchase any equipment, supplies or other items whatsoever.

The Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as the City may from time to time

request, to indicate that it is an independent contractor. The City does not and will not assume any responsibility for the means by which or manner in which services by the Contractor, provided for herein, are performed, but on the contrary the Contractor shall be wholly responsible therefore.

The Contractor shall not transfer or assign this contract or any of the rights or privileges granted herein without prior written consent of the City. The Contractor hereby agrees to comply strictly with all ordinances of the City of Foley, Alabama, and the laws of the State of Alabama while performing under the terms of this contract.

The Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in the performance of Contractor's services.

The Contractor agrees and understands that the funding of this contract is solely provided from the General Fund of the City of Foley. If, at any time during the City's fiscal year, actual revenues of the City decrease below that amount which has been projected by the City to sustain the operating budget of the City, this contract may be declared null and void and no liability shall accrue to any party hereto. Notwithstanding any of the other provisions contained in this contract, the City of Foley shall maintain the right to terminate this contract upon proper notice, which shall be in writing and shall be provided to the Contractor at least thirty (30) days prior to the intended date of cancellation.

If any section, subsection, sentence, clause, phrase or portion of this contract is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions thereof.

For the purpose of giving notice as provided for in this contract, the Contractor's address is declared to be:

John P. Browning, CVO, Chairman of the Board of Directors
The YMCA of South Alabama
P.O. Box 2272
Mobile, AL. 36652-2272

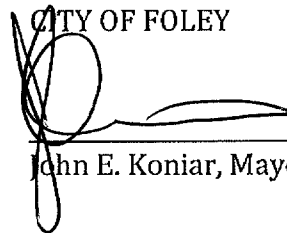
CC: Kim Hillman, Branch Director

The John McClure Snook Family YMCA
2560 S. Pine Street
Foley, AL. 36535

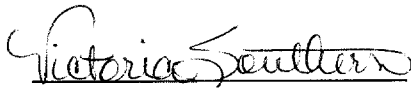
The City's address:

City of Foley
P. O. Box 1750
Foley AL 36536-1750

IN WITNESS WHEREOF, we have hereunto set out hands and seals on the day and year first written.

CITY OF FOLEY

John E. Koniar, Mayor

ATTEST:


Victoria Southern, CMC
City Clerk

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned, a notary public in and for said County in said State, hereby certify that John E. Koniar and Victoria Southern, whose names as Mayor and City Clerk of the City of Foley, respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such city officials and with full authority executed the same voluntarily for and as an act of said municipality.

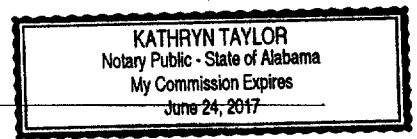
Given under my hand and official notarial seal on this the 26 day of September 2014.



(Affix Seal)

NOTARY PUBLIC

My Commission Expires:




John P. Browning, CVO Chairman of the
Board of Directors
The YMCA of South Alabama for
The John McClure Snook Family YMCA

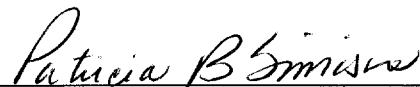

Melvin Evans, Secretary of the Board of
Directors
The YMCA of South Alabama for
The John McClure Snook Family YMCA

STATE OF ALABAMA)
COUNTY OF BALDWIN]

I, the undersigned authority, A Notary Public in and for said County in said State, hereby certify that ~~JOHN BROWNING~~^{MELVIN}~~EVANS~~, whose name as CVO & Secretary signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official notarial seal on this the 25th day of September, 2014.

(Affix Seal)


NOTARY PUBLIC

My Commission Expires:

