



COUNTY OF BALDWIN)
STATE OF ALABAMA)

PERFORMANCE CONTRACT

KNOW ALL MEN BY THESE PRESENT, that **The City of Foley**, a municipal corporation of the State of Alabama, hereinafter called the “City”, and the **Baldwin Museum Foundation**, hereinafter called the “Contractor”, on the **1st day of October, 2012**, have contracted and agreed as follows:

WHEREAS, the Contractor provides and administers two museums known as the Holmes Medical Museum and the Baldwin Museum of Art for the City of Foley; and

WHEREAS, the Contractor will seek to recreate the rich history which chronicles the development of Baldwin County, advances in medicine and the process of architectural preservation while serving as a reminder that positive thinking and community involvement can have tangible effects on the quality of life in Baldwin County; and

WHEREAS, the Contractor will endeavor to develop and implement a unique educational program for the residents in South Baldwin County dedicated to the advancement of artistic endeavors and the preservation of history; and

WHEREAS, the Contractor, through the museums location and renovation, will develop a focal point for downtown preservation and rejuvenation. These facilities demonstrate the value of small town historic buildings and architectural heritage. They contribute to the community’s identity and serve as a resource for those considering similar restorations; and

WHEREAS, the Foundation has generously agreed to offer space to the City of Foley for various programs it offers that are related to museum activities; and

WHEREAS, the Contractor’s program is clearly a governmental service which has been offered to the City on a continuing basis; and

WHEREAS, the Contractor agrees to lease the space adjacent to the Holmes Museum formally known as the Visitor Center to the City at a annual rate of \$ 1.00 per year and will allow City to sub-lease the space limited to general retail or professional services subject to contractors written approval. Contractor agrees not to unreasonably deny the City from sub-leasing the space to a tenant that the City has qualified.

WHEREAS, the City desires to engage the Contractor to provide these services.

NOW, THEREFORE, WITNESSETH, that the City, for and in consideration of the covenants and agreements hereinafter set out to be kept and performed by the Contractor, does hereby agree to pay the Contractor the sum total of \$14,400.00 (**FOURTEEN THOUSAND AND FOUR HUNDRED DOLLARS**), at the rate of \$1200 per month, for twelve months, payable for the period from **October 1, 2012 to September 30, 2013**. The term of the contract shall coincide with the payments for service and terminate after **September 30, 2013**.

In consideration of the covenants and agreements made herein by the City, the Contractor agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement of all such monies received from the City, and that all monies received under this contract shall be used for the purposes of operating the Baldwin Museum Foundation located at 111 West Laurel Avenue, Foley, Alabama 36535.

In order to provide the highest quality Baldwin Museum Foundation programs for the community, the Contractor agrees to:

1. Structure its events and activities in such a manner as to give the general public and its members, the opportunity to participate in a wide variety of artistic and historic enhancement activities.
2. Provide adequate leadership, guidance, direction and programs in promoting the endeavors created and conducted for the local community.
3. Be solely responsible, through the Baldwin Museum Foundation Executive Committee, for providing supervision at each of its program events and activities.
4. When requested by the City, render to the City an accounting of all sums received and disbursed in connection with projects undertaken.

The Contractor shall provide to the City of Foley Accounting Department an activity report and financial report upon completion of this contract with copies to the City Administrator and shall provide such other reports as may reasonably be required by the above designated city representatives. Additionally, the Contractor shall at all reasonable times and places permit an audit of its books and records by duly authorized representatives of the City. The Contractor shall maintain clear evidence of the expenditure of all funds requested in its proposal.

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 car, equipment, supplies or other thing or things 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 thereof.

The Contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the 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 upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Contractor, the City may, at its option, terminate and cancel 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.

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 sections, 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 such holding shall not affect the validity of the remaining portions hereof.

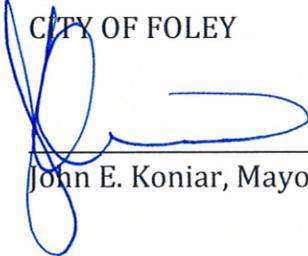
For the purpose of giving notice as provided for in this contract, the Contractor's address is declared to be:

Sidney Kaiser, President
Baldwin Museum Foundation
Post Office Box 546
Foley, Alabama 36536-0546

The City's address shall be:

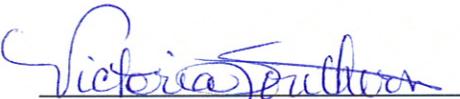
Donna Poole
City of Foley
Post Office Box 1750
Foley, Alabama 36536-1750

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

CITY OF FOLEY


John E. Koniar, Mayor

ATTEST:



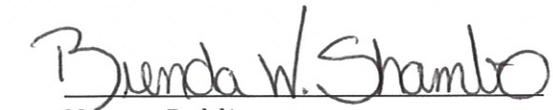
Vickey Southern, CMC
City Clerk

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 Vickey 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 officers and with full authority executed the same voluntarily for and as the act of the corporation.

Given under my hand and official notarial seal on this the 11th day of October, 2012.

(Affix Seal)



Notary Public **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**
MY COMMISSION EXPIRES: Dec 19, 2015
My Commission Expires: **BONDED THRU NOTARY PUBLIC UNDERWRITERS**

BALDWIN MUSEUM FOUNDATION

Sidney Kaiser

Sidney Kaiser, President

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned, a notary public in and for said County in said State, hereby certify that Sidney Kaiser, whose name as President of the Baldwin Museum Foundation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer and with full authority executed the same voluntarily for and as the act of the corporation.

Given under my hand and official notarial seal on this the 8th day of October, 2012.



Brenda W. Shambo

Notary Public
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 19, 2015
My Commission Expires ~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~