



(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 **South Baldwin Chamber Foundation**, hereinafter called the "Contractor", on the **1st day of October, 2020**, have contracted and agreed as follows:

WHEREAS, the Contractor is a non-profit corporation in the City of Foley, Alabama, whose mission is to enhance lives through programs and partnerships that enrich education, develop leadership, and better our community, and

WHEREAS, the Contractor supports education and workforce development through connecting businesses to education and collaborating with the schools in the Foley to determine current needs and providing community support to fulfill said needs, and

WHEREAS, the Contractor provides leadership development through programs such as the Junior Ambassadors Program where students in their junior year of high school volunteer at service events and participate in planned events to learn about civics and community betterment, and

WHEREAS, the Contractor engages school officials to collaborate and speak with one voice to serve the Foley community and provide pathways for STEM and literacy to bridge the opportunity gaps and provide equitable programming, and

WHEREAS, the Contractor's program is clearly a productive service which has been offered to the City on a continuing basis and the City desires to engage the Contractor to provide these services and agrees to pay the Contract \$25,000 for general support services, for which the Contractor will give an annual oral or written report of its community impact, including number of children/adults reached, and

WHEREAS, the Contractor has also implemented a competitive grant program that encourage teachers and students to apply for grants for his/her classroom, subject, resource area, club or school. The City wishes to contribute **\$35,000 in support of grants to schools** within the Foley High School feeder pattern, namely, Foley Elementary School, Florence B Mathis Elementary School, Foley Middle School, Foley High School, Swift School, and Magnolia School, with **\$5,250.00 paid to Foley High School Band immediately after execution of this contract**, and a **minimum of \$10,000 to the various Robotics Clubs throughout the year to the schools named herein. In**

conjunction with its annual oral or written report of general services in August or September, or prior to contract renewal, the contractor shall present a report of teacher grants made for presentation to the Mayor and Council, in the same form as Addendum A that is attached to and part of this contract.

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 a one-time sum total of **\$60,000.00 (SIXTY THOUSAND DOLLARS)**, payable for the period from **October 1, 2020 to September 30, 2021**. The term of the contract shall terminate after **September 30, 2021**.

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.

By signing this contract, the South Baldwin Chamber Foundation represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

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

Donna Watts
South Baldwin Chamber Foundation
Post Office Box 1117
Foley, Alabama 36536-1117

The City's address shall be:

City of Foley
Finance Department
Post Office Box 1750
Foley, Alabama 36536-1750

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

CITY OF FOLEY, A Municipal Corporation

Ralph Hellmich Date
Mayor

ATTEST:

Kathryn Taylor, MMC Date
City Clerk

SOUTH BALDWIN CHAMBER FOUNDATION

Donna Watts Date
President / CEO

Witness Date