



(County of Baldwin)
(State of Alabama)

CONTRACT

(\$70,000 - John McClure Snook Family YMCA)

KNOWN ALL MEN BY THESE PRESENTS, that **The City of Foley**, a municipal corporation of the State of Alabama, hereinafter call the “City”, and the **John McClure Snook Family YMCA**, hereinafter called the “Contractor”, on the **1st day of October, 2020** have contracted and agreed as follows:

WHEREAS, the Contractor operates the John McClure Snook Family YMCA in the City of Foley (the “Facility”) from which the Contractor provides public benefits to the citizens and the public by performing services and providing resources that help improve the health, safety, and general welfare of the public in the City of Foley; and

WHEREAS, the CONTRACTOR is a not-for-profit entity that provides public benefits and services; and

WHEREAS, the City has contracted with and supported the CONTRACTOR in the past to ensure that the CONTRACTOR was able to provide services and resources to the public in the City of Foley; and

WHEREAS, the Facility was damaged in September of 2020 in Hurricane Sally and is in need of repairs; and

WHEREAS, repairing and restoring the Facility to a suitable condition so the Contractor can provide its services will serve a public benefit and public purpose; and

WHEREAS, the sooner the Facility is repaired, the sooner the Contractor can resume providing all of its services and public benefits; and

WHEREAS, the City of Foley has found and determined that the same dollar amount it would otherwise provide to support the Contractor’s work this fiscal year should be paid to the Contractor to help fund the repairs to the Facility, which will serve a public purpose and confer a public benefit; and

WHEREAS, the City and the CONTRACTOR wish to document their agreement concerning money the City will pay the CONTRACTOR under this Agreement;

NOW THEREFORE, in consideration of the mutual benefits to be received which are recited above and herein, each party hereby agrees as follows:

(1) Engagement and Duties of CONTRACTOR. The City hereby engages the CONTRACTOR as an independent contractor, and the CONTRACTOR hereby accepts such engagement, upon the terms and conditions set forth in this Contract, to repair the Facility in the manner in which the CONTRACTOR deems best in a safe, reasonable and prudent manner so as to resume full operations at the Facility on the earliest possible date. Once repairs are complete, the CONTRACTOR hereby agrees to hold the Facility open to the public for a minimum of thirty (30) hours per week.

(2) Term. The CONTRACTOR's engagement begins on **October 1, 2020**, and unless sooner terminated, will expire one year from the date hereof (the "Term").

(3) Compensation. The City will provide the CONTRACTOR the sum of **SEVENTY THOUSAND AND NO/100 DOLLARS (\$70,000.00)** to be disbursed in **monthly payments** of \$5,833.33 per month with the last month payment being \$5,833.37 as consideration for the CONTRACTOR's services.

(4) Report. The Contractor shall provide to the City of Foley Accounting Department an activity report including the number of children who attended the programs and received financial assistance 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.

(5) Independent Contractor. The Parties all agree that the CONTRACTOR is an independent contractor, and the City has and exerts no control over the manner or methods of how the CONTRACTOR conducts its operations. The City does not have the right, and shall not inspect, the Facility or the CONTRACTOR's operations, and the City has no power to direct the CONTRACTOR's operations or to hire, train, supervise, or terminate any employees or volunteers of the CONTRACTOR. The CONTRACTOR shall be solely responsible for all its costs and expenses incurred, and the CONTRACTOR shall be solely responsible and liable for its acts or omissions and for all activities at the Facility.

(6) Indemnity. The CONTRACTOR shall defend, indemnify, and hold harmless the City and its officers, officials, employees, and agents from and against any and all claims, demands, lawsuits, judgments, damages, expenses, costs or penalties that are brought against the City or an indemnified party and which arise out of or otherwise are related to the Facility, activities at the Facility, or to the CONTRACTOR's operations.

(7) Assignment. The CONTRACTOR may not assign this Contract, or any obligations under this Contract, without the express prior written permission of the City.

(8) Insurance. The CONTRACTOR hereby agrees that it shall procure, at its sole cost, insurance coverage during the Term in the following minimum amounts: (i) Workers Compensation (statutory limit requirements); (ii) Premises Liability (\$3,000,000); (iii) Commercial General Liability (\$3,000,000). All such policies will name the City of Foley as an additional insured and will contain a waiver of subrogation as against the City.

(9) Severability. In the event that any provision or term of this Contract is deemed by a Court of competent jurisdiction to be illegal or unenforceable, the City and the CONTRACTOR hereby agrees that such terms or provision shall be deemed severed from this Contract and the remaining terms and provisions of this Contract shall remain in full force and effect.

(10) Governing Law. This Contract is entered into in the state of Alabama and shall be governed under the laws of the state of Alabama.

(11) Entire Agreement. This Contract represents the entire agreement between the City and the CONTRACTOR concerning this matter, and while the parties may also be parties to one or more other contracts, the parties represent and acknowledge that they are not relying on any representations or promises from the other that are not specifically referred to in this Contract.

(12) Amendment. This Contract may not be modified or amended except by a writing duly signed by both parties hereto.

(13) Notice. All notices, demands and communications required, desired or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given, on the date received, if delivered personally, or on the third day after mailing, if sent by registered or certified mail, return receipt requested, postage prepaid and addresses to the parties set forth below or to such other person at such location as either party hereto subsequently designates in writing.

By signing this contract, the John McClure Snook Family YMCA 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.

City of Foley
Finance Department
P.O. Box 1750
Foley, AL 36536

John McClure Snook Family YMCA
Kim Hillman
2560 South Pine Street
Foley, AL 36535

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

CITY OF FOLEY, A Municipal Corporation

Ralph Hellmich
Mayor

ATTEST:

Kathryn Taylor, MMC
City Clerk

JOHN MCCLURE SNOOK FAMILY YMCA

Kim Hillman
VP of Operations, Baldwin Co.

Witness