

PROJECT AGREEMENT

This PROJECT AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of August, 2022 (the “Effective Date”), by and between the CITY OF FOLEY, an Alabama municipal corporation (the “City”), and the SOUTH BALDWIN REGIONAL WORKFORCE DEVELOPMENT AUTHORITY, an Alabama public corporation (the “Authority”) (collectively, the City and the Authority are sometimes referred to as the “Parties”).

RECITALS

WHEREAS, the Authority is a public corporation created by Act 2022-414 of the Alabama Legislature (the “Act”) for the public purpose of fostering workforce development, community betterment, entrepreneurship, advocacy, and business innovation through collaboration between businesses, educational organizations, and local municipalities in south Baldwin County (the “Region”); and

WHEREAS, the economic impact of the hospitality and tourism industry along the Gulf Coast was estimated to be approximately \$6.1 billion in 2020, and in order to maintain the industry at this level and to provide for continued growth, additional trained workers are needed in the Region; and

WHEREAS, the Authority desires to conduct the planning and initial due diligence required to support and facilitate the development of a workforce training campus located in the City in support of the Region’s hospitality and tourism related industries (the “Diligence”); and

WHEREAS, the objective of the Diligence will be for planning and design, to identify the potential project funding sources, finalize the overall site-plan, and complete the studies which may be required to structure the potential phasing of the project as required for the construction and operation of a collaborative workforce development and training campus that will include facilities for higher education partners, a work-based transportation hub, a childcare center, and any additional infrastructure required to support the growing workforce needs of the Region (the “Project”); and

WHEREAS, the City has determined that, if developed, the Project will serve a public purpose benefitting the City and its citizens by sustaining or increasing the economic impact of the hospitality, tourism and related industries in south Baldwin County and providing educational, childcare, and transportation opportunities and other resources; and

WHEREAS, the Act expressly authorizes the Authority to enter into contracts with and accept grants from local governments to carry out the public purposes of the Authority.

NOW, THEREFORE, upon and in consideration of the respective promises and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Subject to the provisions set forth herein, the City agrees to pay to the Authority One Hundred Thousand Dollars (\$100,000.00) (the “City Payment”) within thirty (30) days of the Effective Date for purposes of conducting the Diligence. Any portion of the City Payment remaining upon the conclusion of the Diligence shall be returned to the City.

2. The Authority shall engage a third-party firm, or firms, to perform the work related to the Project (the “Firm”). The Parties agree that the Authority shall have sole discretion over the selection of the Firm; provided, however, that any contract entered into by and between the Authority and the Firm for conducting the Diligence shall require that the Firm complete the Diligence no later than March 31, 2023.

3. The City’s disbursement of the City Payment to the Authority is contingent upon the Authority securing funding commitments from each of the City of Gulf Shores and the City of Orange Beach, each in amounts that are at least equal to the City Payment, to support the completion of the required Diligence.

4. The Authority shall create a working committee that will work directly with the Firm to complete the proposed design, components, and layout of the Project (the “Committee”). The Committee shall include, among others, one (1) representative of the City that is appointed by the Foley City Council and at least one (1) representative from each institution of higher education that anticipate being partner in the development of the Project. Upon request by the Committee, the Authority shall provide the Committee with documentation evidencing that no funds secured by the Authority for the purpose of conducting the Diligence have been or will be used for any other purpose.

5. The Authority agrees to permit at all reasonable times and places an audit of its books and records by the City’s duly authorized representatives.

6. Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the activities of the Authority, and shall not be liable for any debts or obligations incurred by the Authority, nor shall the City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the Authority, nor shall the Authority at any time use the name or credit of the City in purchasing or attempting to purchase any equipment, supplies or other thing of value whatsoever.

7. The Authority shall not transfer or assign this Agreement or any of the rights or privileges granted herein.

8. The Authority agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission of the Authority, the City may, at its option, terminate and cancel this Agreement.

9. This Agreement is the final expression of the agreement between the Parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

10. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

11. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

12. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be located in Baldwin County, Alabama.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first specified above.

CITY OF FOLEY, ALABAMA

Ralph Hellmich, Mayor

ATTEST:

Kathryn Taylor, CMC, City Clerk

**SOUTH BALDWIN REGIONAL
WORKFORCE DEVELOPMENT
AUTHORITY**

By: _____

Its: _____