

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA as follows:

SECTION 1. That the contract with Mary Anne Spears, a copy of which is attached hereto, for professional services necessary to provide Baton/Twirling classes at any designated Florence Parks and Recreation Facility, Florence, Alabama. The same is hereby approved, ratified and confirmed.

SECTION 2. That the Council has investigated and ascertained and hereby finds Mary Anne Spears, to be qualified, responsible, and competent to perform said services.

SECTION 3. That the contract for such services be awarded to Mary Anne Spears, and that the proper officials of the City execute the contract in the name of and on behalf of said City.

ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY COUNCIL

APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MAYOR

ADOPTED & APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
CITY CLERK-TREASURER

STATE OF ALABAMA           X  
  X  
COUNTY OF LAUDERDALE   X

CONTRACT

THIS AGREEMENT IS MADE AND ENTERED INTO IN DUPLICATE, by and between the City of Florence, Alabama, (hereinafter "City"), and Mary Anne Spears, (hereinafter "Contractor").

WITNESSETH:

THAT, WHEREAS, the City wishes for the Contractor to provide professional services for Baton/Twirling classes at any designated Florence Parks and Recreation Facility, Florence, Alabama.

NOW, THEREFORE, the City and Consultant in consideration of the recitals and mutual covenants herein set forth, mutually agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

The scope of work shall consist of the Contractor providing Baton/Twirling classes up to five (5) hours per week for three (3) divisions at any designated Florence Parks and Recreation Facility, Florence, Alabama

ARTICLE 2 - FEES AND COMPENSATION

In consideration of the performance of the elements described as the SCOPE OF SERVICES, the City shall pay the Contractor 80% (eighty percent) of the fees collected and the City shall retain the remaining 20% (twenty percent).

The City shall make payment by check and mail to the Contractor on or before the 15th calendar day of each month.

ARTICLE 3 - PERSONNEL AND FACILITIES

The City shall provide personnel to open facilities at the agreed upon time for the Contractor to perform the services under this contract.

ARTICLE 4 - CHANGES

The City may, at any time, by written order, make changes within the general scope of this contract in the services to be performed. Any contract changes will be modified in writing.

ARTICLE 5 - CONTRACT DURATION

The contract will be for a one (1) calendar year period beginning October 1, 2024. The City retains the right to extend this contract for one (1) calendar year two (2) times for a potential contract term not to exceed three (3) calendar years.

**ARTICLE 6 - TERMS AND CONDITIONS**

In no event shall this contract constitute an employment Agreement, and the Contractor shall be considered only as an independent Contractor and not an employee, agent, partner, or joint venturer of the City.

The Contractor shall be solely responsible for any and all taxes (state, federal, and/or local); workers' compensation insurance; unemployment insurance payments; insurance; or any similar type of payment or any employee thereof; and shall hold the City harmless from any and all such payments.

The Contractor agrees to indemnify and save harmless the City from any claim, loss, action or cause of action for damages, both property and personal, including death, which may arise from and during operations be by it or anyone directly or indirectly employed by it.

All laws, rules and regulations of the United States, State of Alabama, and the City of Florence as are applicable to the work to be performed hereunder shall be complied with.

It is fully understood and agreed that the Contractor is an independent contractor and not an employee, agent or representative of the City. It is expressly understood and agreed that this contract is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, duties, or obligations are intended or created by this contract as to third parties not a signatory hereto.

The Contractor shall secure and pay for all required licenses and permits.

This contract shall be interpreted pursuant to the laws of the State of Alabama.

Executed at Florence, Alabama, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF FLORENCE, ALABAMA  
a municipal corporation

BY: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
CITY CLERK

“CITY”

MARY ANNE SPEARS

\_\_\_\_\_  
Mary Anne Spears

“CONTRACTOR”