

STATE OF ALABAMA

SHELBY COUNTY

WITNESS this contract entered into this \_\_\_\_\_ day of July 2024, by and between **Shelby County Park & Recreational Authority (SCPARA)** hereinafter referred to as “SCPARA”, and the **City of Alabaster** referred to as “OWNER”. The SCPARA is a public corporation governed by the 1975 Code of Alabama Section 11-22-1 through 11-22-19. SCPARA is authorized to execute project agreements applicable to Alabama Code Section 11-22-8. This contract addresses the project known as: **Sitework – grading of site for the addition of three pickleball courts at Patriots Park**. The attached project plan and cost estimate shall govern the initial project.

WHEREAS, SCPARA and Owner are duly authorized legal entities operating under the laws of the State of Alabama:

WHEREAS, SCPARA and OWNER have agreed to the terms and considerations below and shall perform designated actions hereto described, and thereafter perform in consideration thereof, the provisions of this contract:

NOW, THEREFORE, in consideration of the above premises and considerations of mutual covenants and agreements contained herein, the parties hereto do hereby agree, covenant and contract as follows:

1. OWNER and SCPARA are independent entities and contracting entities and none of their agents, servants or employees shall be deemed to be under control of the non-employing entity nor in any way shall any of its agents, servants or employees or other persons, firms, or corporations conducting business for the OWNER or parties herein be deemed to be employees or agents, servants or employees of SCPARA. The two parties recognize and agree that they are solely responsible for the actions of their respective employees and directly responsible for any claims made by any person, firm or corporation for injury to property or person arising directly or indirectly out of any activity applicable to this contract or project. OWNER is responsible owner of the project site.
2. OWNER AND SCPARA recognize that Shelby County may provide in-kind services or support to assist the parties in the management of the project and perform project engineering or related services through the Shelby County Department of Development Services or Shelby County Facilities & General Services. The services provided are in direct support of the development of recreational facilities within the County.
3. OWNER and SCPARA hereby contract for the construction of the improvements as illustrated on the two attachments hereto made a part of this contract. OWNER shall provide project funds totaling **\$20,279.64** to SCPARA. SCPARA will invoice the OWNER.

- a. OWNER shall notify SCPARA in writing should it discover areas requiring the attention of SCPARA personnel. OWNER personnel will not request verbal project changes, modifications or directives in the field. All requests will be in writing and either approved or denied in writing by both parties.
  - b. OWNER shall make payment of the above construction funds to SCPARA within thirty days of the invoice date.
4. No employees of SCPARA or the OWNER will be carried as an insured on any policy of the non-employing entity.
  5. SCPARA and OWNER shall be responsible for all filing and accounting responsibilities for its public corporation and its employees, including but not limited to Social Security and any federal and state tax reporting or responsibilities.
  6. In the event that either party shall in any manner fail to comply with any provisions or requirements of this agreement, such failure will constitute a default and unless corrected by the party within thirty (30) days following receipt of written notice from the other party of such default, shall be deemed a breach of this agreement and the party shall have the right to terminate this agreement by giving ten (10) days written notice of such termination. OWNER will be responsible for the reimbursement or payment of the funds associated with this contract for services rendered up to the date of termination.
  7. SCPARA and OWNER shall comply with regulations and rules applicable to State of Alabama public and governmental entities.

IN WITNESS WHEREOF, SCPARA and the OWNER have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

ATTEST:

\_\_\_\_\_

SHELBY COUNTY PARK &  
RECREATION AUTHORITY

\_\_\_\_\_  
Alex Dudchock, General Manager

ATTEST:

\_\_\_\_\_

CITY OF ALABASTER

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By (Print) \_\_\_\_\_

**Project scope and cost Estimate**

**EXHIBIT A**