

STATE OF ALABAMA
COUNTY OF MADISON

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AGREEMENT

THIS AGREEMENT IS MADE between **HUNTSVILLE BOTANICAL GARDEN** (hereinafter “**HBG**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

WITNESSETH:

WHEREAS, it is the objective of the parties to cooperatively work toward the betterment of the community at large; and

WHEREAS, HBG will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and conditions hereinafter set out, the parties do hereby agree as follows:

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2023.
2. During said term, it is hereby agreed that HBG shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to HBG the sum of ten thousand and no cents (\$10,000.00) for fiscal year 2023, which began October 1, 2022, and ends September 30, 2023, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. HBG pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, HBG agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by HBG.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by HBG regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of HBG, nor shall HBG at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, HBG being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of HBG and that officers, employees, and any other agents of HBG are not nor shall they be deemed to be officers, employees, or agents of the City.
7. HBG is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. HBG hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or HBG may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. HBG agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations 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.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on each day and year evidenced below.

HUNTSVILLE BOTANICAL GARDEN

By: _____

Its: _____

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Huntsville Botanical Garden is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa Thomas, whose names as Mayor and City Clerk, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

EXHIBIT A

The Huntsville Botanical Garden continues to partner with and support the City of Madison as follows:

Huntsville Botanical Garden is open year-round and is mission-driven for public education and enjoyment, scientific research and conservation. Residents of the City of Madison are engaged with the Garden in all aspects of our mission to connect people to plants: from visiting the wonder-filled gardens and exhibits to joining our efforts as members, volunteers and staff to participating in our education programs from children to adults. The statistics below reflect the engagement of residents of the City of Madison:

		Total	Madison	%
Visitors	Of the Visitors from the State of Alabama, those from the City of Madison	151,591	36,671	24%
	Of all Visitors to the Garden, those from the City of Madison	192,271	36,671	19%
Memberships		9,815	2,423	25%
Volunteers	Residents of the City of Madison provided 6,011.17 hours of service.	1,279	349	28%
Education Programs:				
School Field Trips from Heritage, Columbia, Mill Creek, Horizon and Rainbow Elementary Schools	Targeted for students in Grades K through 4, Garden learning experiences are an extension of the classroom, STEM based and in line with National and Alabama Science Standards.	Students: 5,609 Parents: 2,475	863 173	15% 7%
Spring Break STEM Camp	Designed to immerse children (Grades K through 6) in nature and foster their connection to the natural world through hands-on, engaging STEM activities.	44	10	23%
Summer STEM Camp		1,391	403	29%
Fall Break STEM Camp		41	14	34%
Seeds to Sprouts	Children ages 2 through 5 discover the wonder of nature and science.	291	69	24%
Nature Academy	Provides hands-on science classes to enrich STEM learning for homeschool, public and private school students in Grades K through 8.	518	126	24%
Family Programing	Examples include family campouts, night hikes at the Garden, etc.	1,327	285	21%
Adult Education	Provides a variety of opportunities for adults to expand their knowledge of plants and their place in nature.	540	112	21%
Youth Volunteer Program	Engages teenagers in hands-on outdoor work during the summer under the mentorship of STEM professionals where they gain real-world experience in horticulture, environmental education and plant conservation.	39	19	49%
Community Outreach	Participated in a Summer Reading Program at the Madison Public Library		15	
Staff	Regular, Full-Time Employees	57	8	14%
	Regular, Part-Time Employees	7	5	71%
	On-Call, Seasonal Temporary	65	16	25%
	Total	129	29	22%

Funding from the City of Madison supports the Garden's mission-driven activities in the areas of public education and enjoyment, scientific research and conservation as follows:

- Expanded reach and investment in children, youth and adult STEM education and STEM volunteer engagement programs;
- Initiatives for the community's public garden in the areas of Plant Science (Horticulture) and Plant Conservation;
- Initiatives for the plant collections agenda, plant research and preservation of the unique biodiversity of the North Alabama region.

Funding from the City of Madison provides our community not only a place of beauty, respite and enjoyment at Huntsville Botanical Garden but also the chance to fulfill our vision to inspire, encourage and catalyze our community to take part in conserving our regional ecosystem.

To this purpose, our request for funding from the City of Madison is to utilize the Fiscal Year 2023 appropriation of \$10,000 to supplement the Huntsville Botanical Garden's Operating Budget.

We thank the City of Madison for its ongoing support of the Garden's mission activities.